

Gabriel Christie's Seigneuries:  
Settlement and Seigniorial Administration  
in the Upper Richelieu Valley,  
1764-1854

by

Françoise Noël

History Department, McGill University

A thesis submitted to  
the Faculty of Graduate Studies and Research  
in partial fulfillment of the requirements for the degree of  
Doctor of Philosophy

© Françoise Noël

January 1985

## ABSTRACT

Gabriel Christie (1722-1799), a British military officer, acquired a vast estate in Quebec after the Seven Years war, including five timber-rich seigneuries in the Upper Richelieu Valley, our study area. These were inherited by two of his sons in succession: Napier Christie Burton (1758-1835) and William Plenderleath Christie (1780-1845). An examination of the available deeds of concession for our study area shows the legal framework of the tenure and the seigneurs' survey and land granting policies. Seignorial rents increased between 1785 and 1820, but it was the accumulation of seignorial arrears, followed by strict collection practices after 1835, which contributed most to social stratification and unrest. A seignorial monopoly on mill construction and the use of water power was decentralized after 1815 so that manufactures were established by entrepreneurs with capital who acquired a share of the seigneur's rights through patronage. The seigneur's role in regional development--the rise of villages, settlement, and industrial growth--was significant particularly as a system of clientage which helped shape the social structure.



## RÉSUMÉ

Au lendemain de la guerre de Sept Ans, Gabriel Christie (1722-1799), officier de l'armée britannique, acquit au Canada plusieurs propriétés dont cinq seigneuries richement boisées dans la vallée du haut Richelieu. Ses deux fils, Napier Christie Burton (1758-1835) et William Plenderleath Christie (1780-1845) héritèrent successivement de ces seigneuries, lesquelles font l'objet de cette étude. L'analyse des contrats de concession éclaire les aspects légaux de la tenure ainsi que les pratiques en matière d'arpentage et de concession. Le taux des rentes seigneuriales augmenta entre 1785 et 1820 mais l'inégalité croissante et les tensions sociales furent davantage liées à l'accumulation d'arrérages et aux méthodes de recouvrement utilisées après 1825. La décentralisation du monopole sur la construction des moulins et l'utilisation des cours d'eau, après 1815, favorisa l'établissement de manufactures par divers entrepreneurs, leurs investissements étant protégés par le privilège seigneurial qu'ils partageaient. Le rôle du seigneur dans le développement régional--occupation du sol, création des villages et de manufactures--fut important, surtout en tant que système de clientèle qui contribua à l'élaboration de la structure sociale.

## TABLE OF CONTENTS

TABLE OF CONTENTS	iii
LIST OF ILLUSTRATIONS	vii
LIST OF TABLES	ix
PREFACE	xiii
INTRODUCTION	1
<b>PART ONE: GABRIEL CHRISTIE</b>	
<b>CHAPTER ONE: GABRIEL CHRISTIE: ORIGINS, MILITARY CAREER, FAMILY</b>	<b>9</b>
I. ORIGINS	9
II. MILITARY CAREER	15
1. The Seven Years War	15
2. Quartermaster General, 1760-1766?	20
3. With the 60th: 1769-1799	29
i) The Purchase of a Commission	29
ii) The Conflict with Carleton	32
iii) From Colonel to General	39
III. FAMILY AND HEIRS	49
1. Establishing his Children	49
2. Estate and Succession	53
3. Napier Christie Burton	59
4. William Plenderleath Christie	65
NOTES	83
<b>TWO: THE ACQUISITION OF A SEIGNEURIAL ESTATE</b>	<b>107</b>
1. Seigneurial Tenure	107
2. Property Acquisitions	117
3. Seigneurial Tenure in Question	133
NOTES	140
<b>PART TWO: THE UPPER RICHELIEU VALLEY</b>	
<b>THREE: POPULATION AND VILLAGE GROWTH</b>	<b>149</b>
INTRODUCTION	149
I. THE VILLAGE LAND BASE	170
1. The Seigneurial Villages	171
2. Other Villages	188
i) Saint-Jacques-Mineur	188
ii) Lacolle	192

iii) Clarenceville . . . . .	194
iv) Other Villages . . . . .	194
3. Property Values in 1857 . . . . .	197
II. PARISH CENTRES . . . . .	201
III. THE GROWTH AND DEVELOPMENT OF VILLAGES . . . . .	215
1. The Occupational Structure of Villages . . . . .	215
2. The Government of Rural Areas . . . . .	224
3. The Region . . . . .	235
NOTES . . . . .	242
FOUR: THE CENSIVE . . . . .	251
INTRODUCTION . . . . .	251
I. SURVEYS . . . . .	257
1. Choosing a Plan of Survey . . . . .	257
2. The Surveys . . . . .	269
i) Sources . . . . .	269
ii) The Early Surveys . . . . .	271
iii) The New Surveys . . . . .	293
iv) The Finishing Touches . . . . .	300
v. Conclusion . . . . .	309
2. The Survey in the Landscape . . . . .	310
II. LAND GRANTS . . . . .	325
1. The Data Base . . . . .	325
2. The Land Parcels . . . . .	340
3. Land Granting Methods . . . . .	351
i) The Notaries . . . . .	357
ii) Place and Location of Signing . . . . .	367
4. The <u>Censitaires</u> . . . . .	378
III. TITLE . . . . .	392
1. Speculation . . . . .	392
i) The Edicts of Marly . . . . .	392
ii) <u>Feu et lieu</u> , and settlement clauses . . . . .	395
2. Regulations and control Clauses . . . . .	399
i) Copy, Exhibition of Title, and Survey . . . . .	399
ii) Mode of Payment . . . . .	400
iii) Prohibition of Alienating Land to Corporations . . . . .	401
iv) <u>Privilège hypothécaire</u> . . . . .	401
v) Acknowledgement and Declaration . . . . .	402
vi) <u>Retrait seigneurial</u> . . . . .	404
3. Seigneurial Revenue . . . . .	406
i) <u>Cens et Rentes</u> . . . . .	406
ii) <u>Lods et Ventes</u> . . . . .	420
iii) <u>Corvée</u> . . . . .	426
4. Seigneurial Arrears . . . . .	427
5. Sheriff Sales . . . . .	443
Conclusion . . . . .	454
NOTES . . . . .	461

FIVE: THE SEIGNEURIAL RESERVES . . . . .	476
I. TITLE . . . . .	476
i) Hunting, Fishing, and Trade . . . . .	478
ii) Liquor Licensing . . . . .	479
iii) Ferry Crossing . . . . .	480
iv) Passage on the River Richelieu . . . . .	481
v) Building Materials . . . . .	482
vi) Mines, Ores and Minerals . . . . .	483
vii) Oak and Pine and their Export . . . . .	484
viii) The Banal Mill . . . . .	491
ix) Mill Sites, Mills and Water Flow . . . . .	492
Mill Sites . . . . .	493
The Building of Mills and Water Works . . . . .	494
The Flow of Water . . . . .	495
Flooding Indemnity . . . . .	496
II. ADMINISTRATION . . . . .	498
1. 1764-1783: The Timber Frontier . . . . .	500
2. 1784-1815: The Settlement Frontier and Chambly Mill . . . . .	508
i) Chambly Mill . . . . .	508
The Mill Works . . . . .	510
The Basin Farm . . . . .	513
Lacolle Mill . . . . .	515
ii) Organization and Management . . . . .	516
The Overseers . . . . .	517
iii) Collection and Exchange . . . . .	521
iv) Transportation . . . . .	524
v) The Employment of Labour . . . . .	525
The Carters . . . . .	526
The Coopers . . . . .	527
The Blacksmith . . . . .	529
The Masons . . . . .	531
The Carpenters . . . . .	532
Casual Labour . . . . .	533
Female Labour . . . . .	534
Wage Labour-The Hands . . . . .	535
Other Employees . . . . .	536
3. The Domains in 1815 . . . . .	542
4. 1815-1834: Decentralization under Edme Henry . . . . .	546
i) Timber Merchants and Mill Leases . . . . .	548
Joseph Odell . . . . .	549
Robert Hoyle . . . . .	550
Reuben Randall . . . . .	553
Patrick McKeemond Junior . . . . .	556
Richard Bower . . . . .	557
Bronson Meigs . . . . .	557
ii) Other Domain Grants . . . . .	559

5.	The Mill Reserves, 1835-1854 . . . . .	560
	i) Bleury . . . . .	565
	ii) Sabrevois . . . . .	567
	iii) Noyan . . . . .	568
	iv) Delery . . . . .	573
	v) Lacolle . . . . .	575
6.	The Concentration of Manufactures, 1835-1854 . . . . .	579
7.	New Lands, Domain Farms and Gifts . . . . .	595
	i) New Lands: Lakefield . . . . .	595
	ii) Domain Farms . . . . .	599
	iii) Church Endowments and Schools . . . . .	601
	Conclusion . . . . .	603
NOTES . . . . .		607
CONCLUSION . . . . .		624
APPENDIX I: TABLES . . . . .		635
APPENDIX II: DOCUMENTS . . . . .		674
APPENDIX III: NOTES . . . . .		718
ABBREVIATIONS . . . . .		766
UNITS OF MEASUREMENT . . . . .		767
TABLE OF EQUIVALENCE: UNITS OF CURRENCY . . . . .		768
BIBLIOGRAPHY . . . . .		769

## LIST OF ILLUSTRATIONS

FIGURE	
1.	GABRIEL CHRISTIE'S ACQUISITION'S OF SEIGNEURIES . . . . . 129
2.	FIGURATIVE SURVEY PLAN OF THE CHRISTIE SEIGNEURIES . . . . . 264
3.	FREQUENCY DISTRIBUTION OF STANDARD AND ALL OTHER LOTS . . . . . 265
4.	ANNUAL DISTRIBUTION OF 171 IRREGULAR PARCELS GRANTED IN THE CHRISTIE SEIGNEURIES, 1785-1854 . . . . . 266
5.	SKETCH OF LOTS 4 AND 5, 1ST R.R., NOYAN . . . . . 303
6.	SKETCH OF LOT 4, 1ST R.R., NOYAN . . . . . 304
7.	LAND GRANTS IN THE CHRISTIE SEIGNEURIES BY 5-YEAR PERIOD . . . . . 332
8.	CUMULATIVE PERCENTAGE AREA GRANTED OVER TIME IN GRANDE LIGNE DELERY, LACOLLE SOUTH AND GRANDE LIGNE BLEURY . . . . . 333
9.	FREQUENCY DISTRIBUTION BY 5-YEAR PERIOD OF THE TYPE OF DEED FORM USED IN THE CHRISTIE SEIGNEURIES . . . . . 355
10.	NOTARIES SUBSCRIBING TO DEEDS OF CONCESSION . . . . . 360
11.	FIVE-YEAR DISTRIBUTION OF SUBSCRIBING NOTARIES . . . . . 361
12.	PLACE OF SIGNING DEEDS OF CONCESSION . . . . . 366
13.	TRAVEL AND NON-TRAVEL LAND GRANTS SIGNED BY G. CHRISTIE'S SUBSCRIBING NOTARIES . . . . . 374
14.	TRAVEL AND NON-TRAVEL LAND GRANTS SIGNED BY E. HENRY'S SUBSCRIBING NOTARIES . . . . . 375
15.	FREQUENCY OF LAND GRANTS IN EACH MONTH OF THE YEAR . . . . . 376
16.	FREQUENCY OF TRAVEL BY G. CHRISTIE IN EACH MONTH OF THE YEAR . . . . . 377
17.	FREQUENCY OF TRAVEL BY E. HENRY IN EACH MONTH OF THE YEAR . . . . . 377
18.	TOTAL FREQUENCY DISTRIBUTION OF <u>CENS ET RENTES</u> CHARGED IN THE CHRISTIE SEIGNEURIES IN <u>PENCE PER 112 ARPENTS</u> . . . . . 413
19.	REVENUE COLLECTED IN NAPIERVILLE, BLEURY AND NOYAN, 1836-1845, FROM <u>CENS ET RENTES</u> . . . . . 437
20.	<u>LODS ET VENTES</u> REVENUE COLLECTED IN NAPIERVILLE, NOYAN, LACOLLE AND BLEURY, 1835-1845 . . . . . 438
21.	ARREARS FOR <u>CENS ET RENTES</u> IN THE FIRST CONCESSION SABREVOIS, FOR THE YEARS 1845-1847 BY SIZE OF HOLDINGS . . . . . 442
22.	AN AUTOMATED MILL . . . . . 514
23.	TOTAL WAGES PAID MONTHLY AT CHAMBLY MILL IN 1801 . . . . . 537
24.	TOTAL WAGES PAID MONTHLY AT CHAMBLY MILL IN 1802 . . . . . 538
25.	SKETCH OF WATSON'S SURVEY PLAN OF DELERY SHOWING THE PLACEMENT OF THE PIECES . . . . . 729
26.	SAINTE-MARGUERITE-DE-BLAIRFINDIE . . . . . 730
27.	SKETCH OF THE INTERIOR OF LACOLLE . . . . . 732
PHOTO	
1.	NOYAN: DIAGONAL SURVEY LINES AND HENRYVILLE . . . . . 292
2.	DELERY: GRANDE LIGNE LANDSCAPE . . . . . 312
3.	LACOLLE: ODELLTOWN ROAD AND LACOLLE SOUTH LANDSCAPE . . . . . 313

MAP		
1.	POPULATION OF THE DISTRICT OF MONTREAL IN 1760 . . . . .	112
2.	THE LAKE CHAMPLAIN - RICHELIEU RIVER VALLEY ca. 1759 . . . . .	113
3.	THE FRENCH GRANTS ALONG LAKE CHAMPLAIN . . . . .	114
4.	CONFLICTING LAND CLAIMS ON LAKE CHAMPLAIN . . . . .	115
5.	CHRISTIE'S UPPER RICHELIEU VALLEY SEIGNEURIES . . . . .	116
6.	PLACE NAMES AND VILLAGES WITH POST OFFICES (1755-1854) . . . . .	169
7.	CHRISTIEVILLE AND THE ADJACENT RESERVES . . . . .	176
8.	PLAN OF CHRISTIEVILLE NORTH OF HAZEN CREEK . . . . .	177
9.	THE VILLAGES OF NAPIERVILLE AND LACOLLE . . . . .	180
10.	SURVEY PLAN OF HENRYVILLE BY SETH WARNER . . . . .	181
11.	WHITMAN'S 1823 PLAN OF THE SAINT-VALENTIN CHURCH LOT . . . . .	208
12.	PARISHES AND CENSUS DIVISIONS . . . . .	214
13.	COUNTY DIVISIONS IN 1831 . . . . .	231
14.	THE COUNTY OF HUNTINGDON, CA. 1851 . . . . .	232
15.	THE COUNTY OF ROUVILLE, CA. 1851 . . . . .	233
16.	COUNTY DIVISIONS OF 1861 . . . . .	234
17.	INDEX TO THE CONCESSIONS IN THE CHRISTIE SEIGNEURIES . . . . .	255
18.	SURVEY PLAN OF DELERY . . . . .	277
19.	SURVEY PLAN OF LACOLLE . . . . .	278
20.	SURVEYORS NAMED IN THE DEEDS OF CONCESSION, 1785-1854 . . . . .	279
21.	DETAIL OF WATSON'S SURVEY PLAN ON THE PETITE RIVIERE DE MONTREAL . . . . .	280
22.	MILLE ROCHES. FIGURATIVE SURVEY PLAN . . . . .	282
23.	MILLE ROCHES: SURVEY PLAN AND REPORT . . . . .	283
24.	MILLE ROCHES: CADASTRAL PLAN . . . . .	283
25.	A RECONSTRUCTION OF NOYAN'S ORIGINAL SURVEY PLAN . . . . .	289
26.	DETAIL FROM WATSON'S 1794 SURVEY OF NOYAN . . . . .	290
27.	SURVEYS AND LAND GRANTS TO 1815 . . . . .	291
28.	NOYAN CANAL ROUTE PLAN SHOWING TOPOGRAPHY AND ROADS . . . . .	297
29.	NEW SURVEYS AND LAND GRANTS TO 1835 . . . . .	299
30.	THE UPPER RICHELIEU FROM AN 1812 WAR DEPARTMENT MAP . . . . .	318
31.	THE UPPER RICHELIEU FROM BOUCHETTE'S 1815 MAP . . . . .	319
32.	THE UPPER RICHELIEU FROM BOUCHETTE'S 1831 MAP . . . . .	320
33.	THE UPPER RICHELIEU FROM A BRITISH AMERICAN LAND COMPANY MAP . . . . .	321
34.	THE UPPER RICHELIEU FROM THE 1867 <u>EASTERN TOWNSHIP</u> <u>GAZATEER</u> . . . . .	322
35.	THE UPPER RICHELIEU FROM THE 1875 <u>NEW STANDARD ATLAS</u> . . . . .	323
36.	THE UPPER RICHELIEU FROM THE 1898 <u>EASTERN TOWNSHIP</u> <u>SHEET</u> . . . . .	324
37.	LAND AREA GRANTED BY CONCESSION AND ADMINISTRATION . . . . .	337
38.	CADASTRAL PLAN BY ADMINISTRATION IN GRANDE LIGNE DELERY, LACOLLE SOUTH AND GRANDE LIGNE BLEURY . . . . .	338
39.	LANGUAGE DISTRIBUTION OF THE CENSITAIRES . . . . .	382
40.	FARMLAND IN THE CHRISTIE SEIGNEURIES ADVERTISED FOR SALE BY SHERIFF AUCTION IN THE <u>QUEBEC GAZETTE</u> , 1839-1848 . . . . .	453
41.	THE LOCATION OF MILL SEATS AND PERMISSIONS TO BUILD . . . . .	547
42.	LACOLLE MILL SHOWING THE PROPERTIES OF ROBERT HOYLE AND REUBEN RANDALL . . . . .	558
43.	THE MILL SEAT ON RIVER BARBOTTE SHOWING THE PROPERTIES OF PATRICK MCKEEMOND AND BRONSON MEIGS . . . . .	558
44.	SURVEY PLAN OF THE MILL SEATS ON PIKE RIVER . . . . .	575
45.	SKETCH OF WATSON'S SURVEY PLAN OF THE NW CORNER OF DELERY . . . . .	743
46.	THE NORTHWEST CORNER OF DELERY . . . . .	744

## LIST OF TABLES

TABLE	
1. Gabriel Christie's Family of Origin . . . . .	13
2. A Summary of Gabriel Christie's Military Career . . . . .	14
3. Gabriel Christie's Family . . . . .	57
4. Gabriel Christie's Legacies . . . . .	58
5. Napier Christie Burton's Family . . . . .	64
6. The McGinnis Family . . . . .	71
7. The Bowman Family . . . . .	72
8. The Heirs to the Christie Seigneuries in 1845 . . . . .	79
9. William P. Christie's Personal Estate, Description and Heirs . . . . .	80
10. W.P. Christie's Legacies (from arrears in rent) . . . . .	81
11. Christie and Hazen's Joint Lots: Joint Acquisition, 1770 Division and 1790 Sale . . . . .	125
12. The Acquisition Price of Gabriel Christie's Seigneuries	130
13. Population Growth in the Christie Seigneuries, 1825-1861 . . . . .	153
14. Area of Land Held and Improved in 1831 (in <u>Arpents</u> ) . . . . .	154
15. Area Held and Improved in 1846 (in <u>Arpents</u> ) . . . . .	155
16. Area Held and Improved in 1851 (in <u>Arpents</u> ) . . . . .	156
17. Area of Land Held and Improved in 1861 (in <u>Arpents</u> ) . . . . .	157
18. Population Increase, 1831-1861, Protestant and Catholic Compared . . . . .	159
19. Population by Origin, 1846-1861 . . . . .	160
20. Number and Type of Houses in the Christie Seigneuries, 1851 . . . . .	163
21. Schools, Taverns and Stores in the Christie Seigneuries: 1831, 1846, 1851 . . . . .	164
22. Major Field Crops and Livestock per Capita, 1831, 1846, 1851, in the Christie Seigneuries . . . . .	165
23. Villages with Post-Offices in the Christie Seigneuries to 1854 . . . . .	168
24. Christieville's Largest Proprietors . . . . .	175
25. Napierville's Largest Proprietors . . . . .	179
26. Concessions in Henryville . . . . .	182
27. Henryville's Largest Proprietors . . . . .	184
28. Rates of <u>Cens et Rentes</u> Charged in Christieville and Napierville . . . . .	186
29. Village Grants: Occupation of the <u>Censitaires</u> . . . . .	187
30. Sales by Marie Flavie Raymond in Saint-Jacques . . . . .	191
31. Lacolle's Largest Proprietors . . . . .	193
32. The Value of Property for Non-Agricultural Purposes in the Christie Seigneuries from the <u>Cadastres</u> <u>abrégés</u> , 1857 . . . . .	200
33. Number of Churches in the Christie Seigneuries, 1851 . . . . .	210
34. Places of Worship Established in the Christie Seigneuries and St. John's, 1785-1854 . . . . .	211



35.	Notaries Established in the Study Area before 1854	218
36.	The Occupational Structure of Napierville in 1831	221
37.	The Proportion of Households Living on Land Parcels less than 10 <u>Arpents</u> in the Parishes of the Upper Richelieu in 1851	223
38.	Institutional Property in the Christie Seigneuries, 1857	230
39.	The Area (in <u>Arpents</u> ) of the Christie Seigneuries in Village and Farmland <u>Censive</u> , and in Reserves	254
40.	Account of W.P. Christie with Hiram Corey, Surveyor	307
41.	Number of Land Parcels Granted by Seignury and Administration	329
42.	Sample Area Land Grants by Five-Year Period	331
43.	Frequency, Area and Average Area of Land Grants in the Christie Seigneuries by Seignury and Administration	342
44.	Standard Lots per Land Parcel by Administration in "Sample" Areas	343
45.	Parcel Size in the "Sample" Areas of the Christie Seigneuries	344
46.	<u>Censitaires</u> Granted a Cumulative Area over 240 <u>Arpents</u>	350
47.	List of Subscribing and Witness Notaries Signing Deeds of Concession for the Christie Seigneurs, 1785-1854	356
48.	Subscribing Notaries to Deeds in the Christie Seigneuries	362
49.	Witness Notaries Signing Deeds of Concession in the Christie Seigneuries, 1785-1854	365
50.	Place of Signing and Residence of the <u>Censitaires</u>	369
51.	Locations Where Deeds of Concession were Signed	370
52.	Signing Locations of Lanctôt and Gamelin Compared, 1815-1834	371
53.	Residence of "Sample" Area <u>Censitaires</u>	380
54.	Language and Ability to Sign of "Sample" Area <u>Censitaires</u>	381
55.	Occupation of the <u>Censitaires</u> in the Christie Seigneuries	384
56.	Occupation of the <u>Censitaires</u> in Three "Sample" Areas	385
57.	Five Standard Total <u>Cens et Rentes</u> in the Christie Seigneuries, as Expressed in the Deed of Concession and in a Rate / 112 A.	411
58.	Annual Frequency Distribution of the <u>Cens et Rentes</u> Charged in the Christie Seigneuries in Pence per 112 A.	412
59.	Calculated Rates of Rent in the first Concession Sabrevois	414
60.	Total <u>Cens et Rentes</u> Payable in the Christie Seigneuries from the <u>Cadastres abrégés</u>	419

61.	Annual Revenue from <u>Cens et Rentes</u> and <u>Lods et Ventes</u> During a Seven Year Period of W.P. Christie's Administration and the Area of Land Conceded but not Settled . . . . .	419
62.	Average Annual Revenue from <u>Lods et Ventes</u> for 1845-1854 in £ Calculated from the Value of Indemnification given in the <u>Cadastres abrégés</u> of 1857 . . . . .	424
63.	Frequency Distribution of the Value of Sales in Bleury, 1845-54 . . . . .	424
64.	Maximum Annual Seignorial Revenue from <u>Lods et Ventes</u> and <u>Cens et Rentes</u> in the Christie Seigneuries, 1854 . . . . .	426
65.	Distribution by Amount of the first 50 in a Series of Obligations Signed in favour of Alfred Pinsonneault acting for N.C. Burton's Estate in the Collection of Seignorial Dues in Arrears . . . . .	435
66.	<u>Cens et Rentes</u> Collected in Napierville, Bleury and Noyan, 1835-1845: showing collections as a per cent of expected revenue . . . . .	436
67.	Statement of <u>Cens et Rentes</u> and <u>Lods et Ventes</u> Paid and Owing in the Seignery of Sabrevois, on June 12, 1848, for 1845 to 1847 . . . . .	441
68.	Statement of Rents Paid and Owing by Four Proprietors in Sabrevois on June 12, 1848, for 1845-1847 . . . . .	441
69.	Number of Executions Lodged with the Sheriff's Office in Montreal by Seigneurs, 1839-1842 . . . . .	445
70.	Seignorial Actions in the Court of King's Bench, District of Montreal, 1840-1842, as a proportion of all Actions . . . . .	446
71.	Sheriff Sale Levies in the Christie Seigneuries, 1842-1844: their Distribution to W.P. Christie and the Burton Estate from an account by Robert MacKay, 1846, in actions brought by W.P. Christie . . . . .	449
72.	Sheriff Sales in the Christie Seigneuries, by Plaintiff: Advertised in the <u>Quebec Gazette</u> , 1839-1848 . . . . .	452
73.	Concentration of Property in the Hands of a Select List of <u>Censitaires</u> in the Christie Seigneuries, 1857 . . . . .	459
74.	Hands Employed by Gabriel Christie in 1799 at Chambly . . . . .	526
75.	Barrels Purchased Cash by Chambly Mill, 1801-02 . . . . .	529
76.	Accounts of Dominique Rosiquo, Blacksmith . . . . .	531
77.	Wage Rates Current at Chambly 1799 to 1802 . . . . .	539
78.	Total Monthly Wages Paid the Hands at Chambly in 1801 . . . . .	540
79.	Total Monthly Wages Paid the Hands at Chambly in 1802 . . . . .	541
80.	Mill Seats in the Christie Seigneuries, 1835-1854 . . . . .	566
81.	Saw and Grist Mills in the Christie Seigneuries, 1851 . . . . .	587
82.	Population by Religion . . . . .	635
83.	Select Data from the Census of 1831 . . . . .	637
85.	Select Data from the Census of 1851 . . . . .	638
86.	Surveyors Named with Concessions Surveyed and Years of Survey . . . . .	641
87.	Frequency of Surveyors Named in the Deeds of Concession and Year of Survey . . . . .	642
88.	Concessions with Unconceded or Unsurveyed Land to the Rear . . . . .	643
89.	Frequency Distribution of the Size of Parcels Granted in <u>Arpents</u> . . . . .	645

90.	The Area of Parcels Granted in the Christie Seignuries: Area of Land Granted by Administration in Each Concession	648
91.	Distribution of Grants in Arpents by Language of the <u>Censitaire</u>	652
92.	Total Area Granted in Each Seigneury by Five-Year Period	656
93.	Date of Land Grants in Grande Ligne, Delery	657
94.	Date of Land Grants in Lacolle South	659
95.	Date of the Land Grants in Grande Ligne Bleury	662
96.	Names of the <u>Censitaires</u> in Grande Ligne Delery	664
97.	Names of the <u>Censitaires</u> in Lacolle South	666
98.	Names of the <u>Censitaires</u> in Grande Ligne Bleury	667
99.	<u>Cens et Rentes</u> Payable and in Arrears in the 1st Concession Sabrevois for 1845-1848	669
100.	Cash Expenses for Chambly Mill, 1800-1803	671
101.	Obligations Due the Estate of N. C. Burton, 1835	672
102.	List of Properties Insured by McGinnis in 1865	673
103.	Title Documents	724
104.	Replacement Grants in Delery, 1800 to 1821	742
105.	Types of Deeds of Concession	747
106.	Annual Distribution of Deeds by Type	748

## PREFACE

Piecing together the history of Gabriel Christie and his family from scattered sources was sometimes like putting together a jigsaw puzzle without knowing what the final picture would be. I would like to generally acknowledge the assistance received from a number of archivists, librarians and colleagues who helped me locate the various pieces of information. In particular, I would like to thank Alan Dever and Bob Sweeny at McGill and John Noble at the University of Toronto for passing on specific references relating to my work, and Carol Marley at the McGill Map Library. I would also like to thank Conrad Heidenreich for insights into the process of map-making, and the people at Dessie Inc. and elsewhere who offered information on the more technical aspects of drafting or help with copying maps and plans. With regard to the preparation of an original machine readable data base from deeds of concession for this thesis, I would like to acknowledge the early encouragement and suggestions I received from Jake Knoppers, Normand Séguin and Mario Labelle, and at later stages, the invaluable help Judy Schwartz was always willing to provide in translating the language of computers. The continuous support of my advisor Professor Louise Dechêne, who was generous of her time and advice throughout, is gratefully acknowledged.

## INTRODUCTION

The limits of social history are not easily established since every historical subject can be treated in its social aspect. Basically the field concerns itself with social structure and its transformation: the history of society. According to Eric Hobsbawm, "The history of society is . . . a collaboration between general models of social structure and change and the specific set of phenomena which actually occurred."<sup>1</sup> The working model, often implicit, upon which such studies are based begins with the "material and historical environment," and works "outwards and upwards" to consider the "forces and techniques of production", "the structure of the consequent economy" and the "social relations arising from these."<sup>2</sup> There will be a tendency "to pick one particular relation or relational complex as central . . . and to group the rest of the treatment around it . . ."<sup>3</sup>

The study of classes and social groups is one of the topics which has received much attention from social historians. One of the particular problems of such studies, Hobsbawm suggests, is that they tend to lead toward the history of society as a whole since "class defines not a group of people in isolation, but a system of relationships, both vertical and horizontal."<sup>4</sup> These difficulties as well as the influence of social anthropology on history help to account for the growing popularity of studies at the micro-level. . . Already well established in Europe these have

recently gained ground in North America as well.<sup>5</sup> The nature of this "micro-history" has recently been clearly delineated by Chad Gaffield. In "micro-history" a general historical problem is posed and the relational complex involved is systematically analysed at the level of the individual, family and group.<sup>6</sup> The following study, by this definition, can be categorized as a micro-history of the Christie seigneuries in the Upper Richelieu Valley.

The historical problem addressed in this study is the reciprocal relationship of man to land. From this general question many others are implied. How was land held or owned? Was 'property' economic, judicial or customary? What type of land use dominated? Was this use of the land in competition with other types of land use? What were the social ramifications of the dominant land use and of this competition if any? Was the land a limiting environment? Did man transform it or adapt to it? How did the human landscape relate to the humans who created it? Although not all questions have been approached explicitly in this study, they form the conceptual basis of the enquiry.

The place chosen to examine these questions is the seigneurial area of Quebec in the post-conquest period (1764-1854). More specifically, we examine the landed estate of one individual, Gabriel Christie (and his heirs), and in particular the seigneuries he acquired in the Richelieu Valley. In these five seigneuries, which comprise our Upper Richelieu Valley study area, land tenure appears to be the critical determinant of human relationship to land and is therefore the focus of our study. The choice of this particular time and place is not fortuitous,

but, one made in the hope that a better understanding of this particular place would give us a better understanding of Quebec society in the early 19th century.

The study does not attempt to be a "total history" of this microcosm. Concentrating our analysis on those aspects which best illustrate the complex of property relations we have necessarily left out other aspects which, although related to the events and issues discussed, are not central. We have not, for example, examined the demographic structure of our population, the system of family reproduction, or out-migration. The agricultural economy and political and military events have not been analysed as such. Where these are related to the questions examined, however, we point to their relevance and hope that future studies will shed more light on these subjects.

The Upper Richelieu Valley was often directly involved in events of a military and political nature which also had an effect on the property relations there. Beginning with Champlain's raid on the Iroquois in the 17th century, the Richelieu River was the route of many military expeditions and the scene of much fighting--the Seven Years War, the American War for Independence, the War of 1812, and the Rebellions of 1837-38. In times of peace the Richelieu was the highway for the populations displaced by these conflicts--the Acadiens, the French-Canadian refugees who had joined Hazen's regiment during the American war, the Loyalists, and the fleeing Patriotes. Military activity retarded settlement until after 1783, and the composition of the population was affected by these migrations. Christie and his

partners Moses Hazen and John Campbell were British military officers, on the scene because of their participation in the Seven Years War. Moses Hazen was forced from the local scene largely because he joined the American side during the War for Independence. During the War of 1812 the local population, many with relatives on the other side of the border, were more interested in trade than in fighting and smuggling was common. The Rebellions had strong support from the censitaires around Napierville, a village which also suffered from Governor Colborne's repressive measures. Without making political and military history central, therefore, we have frequent occasion to refer to events which had an important impact on property relations.<sup>7</sup>

Our goal has been to examine in a particular context the nature of seigneurial tenure in the latter 18th and early 19th centuries. By definition, seigneurial tenure implies a relationship between the seigneur and his censitaires and the censitaires and their seigneur. For the censitaire, there was no escape from this relationship save by moving out of the seigneury. The seigneur also had very little choice in his censitaires, although he might occasionally influence the balance in favor of their staying or leaving. Conflict was implicit in this relationship. What is of particular interest, therefore, is the accommodation between the two. Ethnicity and social status affected the degree and the nature of this accommodation.

We have engaged in a systematic examination of the seigneur-censitaire relationship in two areas in particular. First, we have examined, within the limits of available documentary



sources,<sup>8</sup> the judicial nature of the relationship using the deed of concession which established the rights and obligations of each party. By doing so we have been able to document more precisely the generally accepted notion that the terms of tenure became harsher with time. The land granting process and the social characteristics (ethnicity, ability to write, occupation, and place of residence) of the censitaires were also examined from this source. The extent to which particular individuals or groups were singled out for special treatment could therefore be examined.

Second, the question of special treatment or special relationships within seigneurial tenure was also examined, systematically in terms of the granting of leases or sales on the seigneurial reserves (usually mill leases), and in the seigneur's choice of notaries, surveyors and agents. Basically, the seigneurial system at the local level is seen as a network of ties based on patronage or clientage<sup>9</sup> which diffused some of the benefits of seigneurial rights to the ranks below, creating a social group whose interests were linked with that of the seigneur. The right to exploit the Upper Richelieu Valley's timber resources which remained the monopoly of the seigneur was the most sought after form of patronage. This system of clientage tended to confirm existing social status and economic advantage. Since timber exploitation in an area of agricultural settlement involves competition for resources and a different approach to land use, the relationship of the censitaires to seigneur and to each other was often dominated by this particular

conflict, not inherent in the form of tenure.

Our study of Gabriel Christie and the Upper Richelieu Valley is therefore a case study or 'micro-history' of one seigneurial family and of its censitaires. We begin with a study of Christie and his family, essential to a proper understanding of his role and activities in the Upper Richelieu and his place within the broader society. In the second part of our study, we examine the settlement and development of the Christie seigneuries with the underlying goal of understanding the extent to which this process was affected by seigneurial tenure in general, and the Christie seigneurs in particular. Although there is no simple answer to this question, our study shows that local circumstances and the seigneur (personally or his agent) could materially affect the context of seigneurial tenure. The impact on the censitaires depended not only on its legal prescriptions, but in the way it was implemented. Furthermore, the answer might be different for each individual, since location in the social structure, and particularly, in the network of links to the seigneur, could change how the individual was affected by seigneurial tenure. But those who shared in its benefits were a small minority compared to the large number of censitaires who found their use of resources restricted and paid average or high rents. Although generalizations risk overlooking significant local variations, the Christie seigneuries seem to follow a general trend present in the Montreal area, if not throughout the province. Seigneurial tenure was used to control the exploitation of resources, especially water-power and timber, at a time when the exploitation of these resources was increasingly profitable. By

restricting access to these resources it contributed to the concentration of wealth and the further stratification of rural society. It also continued to be an effective means of accumulating profits from agricultural production. Both censitaire and seigneur, therefore, might have agreed that seigneurial tenure was important to development, but they could not help but disagree as to whether or not it was beneficial.

## NOTES

1 E. J. Hobsbawm, "From Social History to the History of Society," in Historical Studies Today, ed. by F. Gilbert and S. Graubard (New York: W.W. Norton & Company, 1972), p. 10.

2 Ibid, p. 12.

3 Ibid, p. 12.

4 Ibid, p. 18.

5 Alan Macfarlane, "History, anthropology and the study of communities," Social History (May 1977), p. 641.

6 Chad Gaffield, "The Micro History of Cultural Relations: Prescott County and the Language of Instruction Controversy," unpublished manuscript, presented to the Canadian Historical Association, June 1984.

7 As McFarlane points out, "major events often leave no obvious and direct trace in the types of record we have been considering." The topics which never occur in the local records of small communities are far more numerous than those which do, and encompass most of what is important to human beings." ("History, anthropology and the study of communities," p. 647.) By examining correspondence and petitions and by drawing upon secondary sources, we have tried to avoid the narrow view which results from the use of land records as a major source.

8 Patronage has been defined by J. Boissevain as "the complex relations between those who use their influence, social position or some other attribute to assist and protect others, and those whom they so help and protect." The person who receives this protection becomes the patron's "client" and provides certain services in return. (cited by G. Paquet and J.-P. Wallot in Patronage et Pouvoir dans le Bas-Canada (1794-1812) (Montreal: Presses de l'Université du Québec, 1973), p. 13, note 39.) Anthropologists, refer to this as a system of clientage and we use the term in that sense. (Natalie Z. Davis, "Anthropology and History in the 1980s," in The New History ed. by T.K. Rabb and Robert I. Rotberg (Princeton, N.J.: Princeton University Press, 1982), p. 270.)

## PART ONE: GABRIEL CHRISTIE

### CHAPTER ONE: GABRIEL CHRISTIE: ORIGINS, MILITARY CAREER, FAMILY

#### I. ORIGINS

Gabriel Christie came to North America a Captain in the 48th Regiment of Foot, from Stirling, Scotland, a city prominent in the Anglo-Scottish wars because of Stirling Castle. Along with nearby Glasgow, Stirling was an important center for the colonial tobacco trade in the 17th century. The Christie family was important in Stirling from at least the 16th century.<sup>1</sup> James Christie, Gabriel's grand-father, was the brother of the laird of Sheriffmuirlands and held the positions of Magistrate, Counsellor for Stirling, Dean of the Guild, First Baillie and Provost.<sup>2</sup> Thomas Christie, Merchant of Thirty Acres and Woodend, Gabriel's uncle, was Burgess, Town Counsellor and Magistrate, Dean of the Guild, and Commissary Clerk of Stirlingshire.<sup>3</sup> James Christie, Gabriel's father, was a merchant of Stirling, Glasgow, London, and Baltimore, Maryland in the colonial tobacco trade.<sup>4</sup> In Baltimore, his sons Robert and James acted as his agents.<sup>5</sup> Robert Christie had also been provost of Glasgow in 1757, owned shares in the Glasgow Inkle Factory, and owned the estate of Fairfield.<sup>6</sup> James was also a solicitor in Stirling.<sup>7</sup> After his death in 1767, his homonym and Gabriel Christie's nephew, (the eldest son of Thomas Christie), became the agent in Baltimore until he was forced to leave because of his loyalist sentiments during the American Revolution, despite having marriage and

property ties there.<sup>8</sup> He later purchased (1786) the estate of Durie near Leven, Fife, thereby becoming the first Christie of Durie.<sup>9</sup> Gabriel's brother William helped to found Stirling Bank in 1779.<sup>10</sup>

Despite the obvious success and visibility of this mercantile family, such a background would not necessarily provide easy access to a military career. But Gabriel Christie was also the son of Katherine Napier, daughter of Francis Napier, Provost of Stirling,<sup>11</sup> which linked him to Stirlingshire's most prominent family, the Napiers of Merchiston.<sup>12</sup> Several members of the Napier family distinguished themselves through their military careers in the 18th and 19th century. Although Katherine Napier's exact relationship to the family of Lord Napier remains unclear, her family connections, combined with her husband's wealth, were sufficient to gain entry for Gabriel, their second surviving son, into the military profession. Family connections were extremely important in this respect at the time. Vacancies were scarce, and competition for both commissions and promotions was avid.

In the first half of the 18th century, the fighting forces were a preferred profession, ranking second only to law. In peace time, vacancies occurred only occasionally and the competition, especially for a commission with the Guards where duty could be combined with a social life in London, was heavy. Not only did army commissions have to be purchased,<sup>13</sup> but they also required "exceptional and persistent application on the part of political patrons",<sup>14</sup> thereby limiting officers to the upper ranks of society, particularly the younger sons of noble

families. Presumably Christie's parents had well-placed friends they could call upon to lobby for a commission for their son.<sup>15</sup>

Born on September 16, 1722, Gabriel Christie's early childhood is unknown to us. Clearly he was well educated, as demonstrated by his subsequent career. Accounting and surveying were among his skills, so it is not unlikely he went to a school specializing in curriculum for the professions, or even to a military academy.<sup>16</sup> This may have retarded his entry into the army beyond the usual age of 14 years. The first ten years, approximately, of his career were spent as an ensign and a lieutenant on active duty in Flanders and at Culloden. He obtained his captaincy in the 48th Regiment at the age of 32 on November 13, 1754.<sup>17</sup> Fighting had already broken out between French and English colonists in North America. The following year, the 48th Foot, went to America and Anglo-French conflict escalated into war. Braddock's campaign to the frontier and his inglorious defeat at the hands of French and Indian troops was Gabriel Christie's introduction to North America.

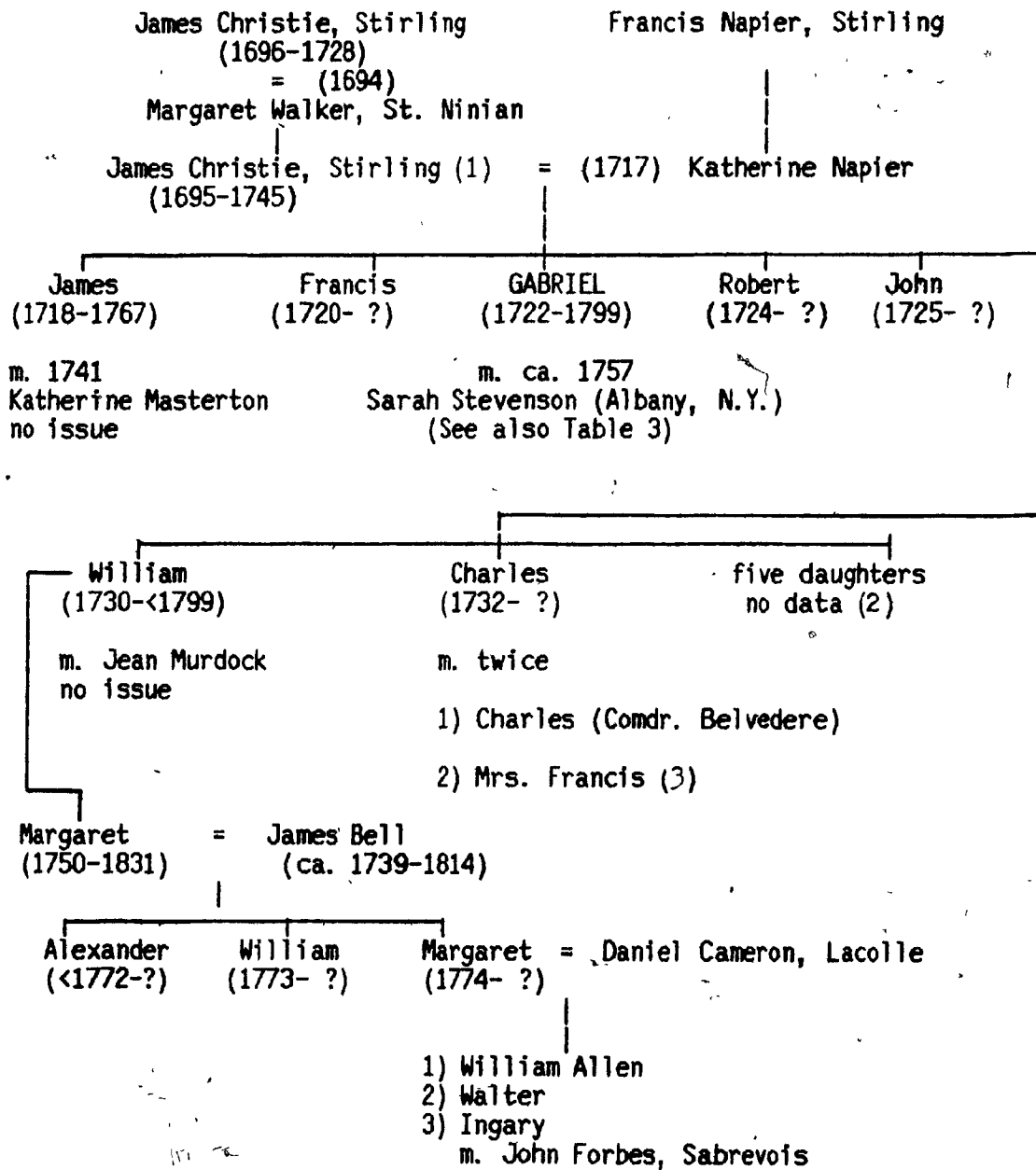
Following this British disaster the army was expanded and the opportunities for advancement increased. For the North American theater, a greater emphasis was placed on skill than heretofore. Officers such as James Wolfe<sup>18</sup> and Jeffery Amherst,<sup>19</sup> although from the middle ranks of society, reached positions of leadership. A further response to the needs of fighting in North America was the creation of the Royal American Regiment (60th).<sup>20</sup> For the first time, foreign protestants could become commissioned officers and the traditional red uniform was

replaced because it was difficult to camouflage. Gabriel Christie later purchased a commission in this prestigious colonial regiment and was associated with the 60th throughout his life. But even the 60th Regiment was very much an 18th century army, and a network of family and personal ties remained essential for Christie's steady rise through the military ranks.



TABLE 1

Gabriel Christie's Family of Origin



SOURCE: See Appendix III, Note 1.

(1) Merchant of Stirling, Glasgow and Baltimore. He has 9 siblings, of which William, has a daughter Marian (Galloway) named in GC's will.

(2) One marries a Gordon whose grandchildren are named in WPC's will.

(3) Mrs. Francis is known only as a would-be claimant to GC's estate.

TABLE 2  
A Summary of Gabriel Christie's Military Career

Year	Age	Army Rank	Commission	Regt	Regt Commission	Present At
1722	born					Stirling
1746	24			48th		Culloden
1754	32	CAPTAIN	Nov 13		Captain	with 48th
1755	33				Braddock's Exped.	B. N. A.
1756	34				acting Q.M.G.	Albany
1757	35				C.O./A. Dep. Q.M.G.	Albany
1758	36				Louisbourg Exped.	B. N. A./Eng.
1759	37	MAJOR	Apr 7		Dep. Q.M.G. to Gage	Eng./B. N. A.
1760	38					
1761	39					
1762	40	LT. COL.	Jan 27		Dep. Q.M.G.	Mtl.
1763	41				Pontiac's Uprising	
1764	42					
1765	43					
1766	44				Knipe Case--Appeal	Eng.
1767	45					
1768	46			60th	Lt. Col.--Dec 14	Eng.
1769	47				Lt. Col., C.O.	Mtl.
1770	48					
1771	49					
1772	50					Eng.
1773	51			60th-2nd	C.O.--Aug 14	Eng./Mtl.
1774	52					Mtl./Antigua
1775	53		Sep 18	60th	Lt. Col.--Recrt.	Antigua/Eng.
				60th-1st	C.O.--Sep 18	Eng.
1776	54				Q.M.G.--Apr 2	Mtl.
1777	55	COLONEL	Apr 29		G.O.--May 17--leave	Mtl./Eng.
			Aug 19		Lt. Col.--C.O.	
1778	56			60th-2nd	Col. C.O.--May 14	W. I.
1779	57					
1780	58					
1781	59	MAJ. GEN.	Oct 19	60th-2nd	Col. C.O.	W. I.
1782	60					Barbados/Eng
1783	61					Eng.
1784	62					Eng./Mtl.
1785	63					
1786	64			60th-2nd	Col. C.O.--May 10	Mtl./Eng.
1787	65					Eng./Mtl.
1788	66					Mtl./Eng.
1789	67					Eng./Mtl.
1790	68					
1791	69					
1792	70					Mtl./Eng.
1793	71	LT. GEN.	Oct 12	60th-2nd	Col. C.O.	Eng./Mtl.
1794	72					Mtl.
1795	73					
1796	74					
1797	75					
1798	76	GENERAL	Jan 8	60th-1st	Col. C.O.	Mtl.
1799 d.	77					Mtl.

## II. MILITARY CAREER

### 1. The Seven Year's War

Christie's regiment, the 48th, or Royal Anglian Regiment,<sup>21</sup> arrived in Virginia on April 14, 1755. General Braddock, the commander-in-chief, was an experienced soldier of forty-five years service. He was also rough, even brutal, insolent, yet not without spirit, ability and bravery.<sup>22</sup> His first military objective was Fort Duquesne, which had cut off the British from the West. Braddock had to obtain supplies and make the long march west. This proceeded inefficiently under the misdirection, in the opinion of an anonymous witness,<sup>23</sup> of the first aid-de-camp. As the troops closed on their objective after a long, grueling march, they fell into a French ambush. Despite Ralph Burton's efforts, who "tho' very much wounded attempted to Rally on the Other Side, & made a speech to the Men to Beg them to get into some Order . . . ,"<sup>24</sup> the battle was decisive. Braddock's name has ever since been associated with this defeat at the Monongohela, and his death, on the 9th of July 1755. Gabriel Christie was not actually present at this battle, since he had stayed with Dunbar at Fort Cumberland<sup>25</sup> but this campaign, which demonstrated the vulnerability of an extended supply line typical of North American warfare, was his introduction to North America.

The 48th returned to Philadelphia and then to the Hudson Valley in 1756. It spent 1757 at Fort Edward and New York before being sent to Halifax in preparation for the expedition against Louisbourg.<sup>26</sup> Gabriel Christie had assisted John St. Clair, the Q.M.G., during Braddock's expedition,<sup>27</sup> and had

received his strong support. Christie also competently handled such matters as the purchase of wagons, at much less cost than the usual practice of hiring them.<sup>28</sup> Because St. Clair had been wounded and needed a reduced work load, Christie continued to assist him in 1756:

In this Country the Qr Mr General has a great deal of Bussiness, more than in any Service I ever was in, which arises from the Variety of Services going on at the same time in so many different Places: the Supplying the Garrisons and Troops at the two Forts, supplying the Parties on the Mohawk River and carrying on the Works here, of Hospitals, Store Houses, and Barracks, besides stockading the Town and making some little Works, which is all it can admit of, not one Carriage provided, nor in my Power hitherto to make a contract to carry on those Services, make an infinite deal of Work, and Sir John is not at all well. He had one Depute when I arrived, . . . Mr Leslie, but as I found that they were not able to carry on the Bussiness, I was obliged to give him Captain Christie as an Assistant.<sup>29</sup>

It was March 8, 1757, however, before this arrangement was formalized and Christie received a commission as Assistant Deputy Quartermaster General, as did James Robertson. Christie was posted to Mr. Webb, and received 10 shillings per day.<sup>30</sup> In the summer of 1757 he also commanded the garrison at Albany,<sup>31</sup> a small frontier city, but the focal point for New York's aristocratic manorial families.<sup>32</sup> As garrison commander, Christie would have met these families in their capacity as merchants and was probably entertained in their homes as well. These two years of relative quiet, the last for some time, gave him the opportunity to reflect on the nature of the country and its future prospects, and to marry a girl from Albany (p. 49).

The arrival of Jeffery Amherst and James Wolfe in Halifax marked an escalation in the war. In 1758, Christie was with the 48th at the siege of Louisbourg. His regiment then wintered in Connecticut, but Christie himself returned to England. In July, the 48th was part of Wolfe's force at Quebec, including the 1st brigade commanded by Ralph Burton.<sup>33</sup> It is commonly assumed that Christie was at Quebec, and that it was here that he met his future partner, Moses Hazen,<sup>34</sup> but it seems unlikely that he would have been there since he reported to Amherst at Crown Point, fresh from New York and England, on August 13th, 1759, shortly after being appointed Major.<sup>35</sup> Circumstances, therefore, had again kept Christie from being at one of the major battles of the war, and the meeting with Hazen must have occurred elsewhere—Fort Edward in 1756, Halifax, or Louisbourg.

Not all commanders emphasized logistics as much as Amherst, but it was critical to waging war in North America. Recognizing Christie's talents in this area, Amherst appointed Christie Deputy Q. M. G. in 1759, even when this meant his reassignment:

I sent Major Christie to serve as Deputy Quarter Master General with Br General Gage where he will be of use as he is a very good and diligent officer but can do nothing here as he and Bradstreet will never agree.<sup>36</sup>

His duties took him to Boston to arrange supply ships for the St. Lawrence. Although the merchants exploited the army's need, Amherst wrote that Christie had "executed his commission very well" and reported this to Pitt in his next letter.<sup>37</sup> As Amherst

would go on to become virtual commander-in-chief in Great Britain, and Colonel-in-chief of the 60th regiment, winning his approbation in the field at this time boded well for Christie's future career.

Christie's duties in 1760 were part of the army's preparations for the attack on Montreal. The British planned a three-pronged convergence on the city to trap the French. From the East, James Murray led the troops from Quebec; from the West, Amherst approached from Oswego, and from the South, Colonel Haviland came down the Richelieu, taking the fort at Ile-aux-Noix from Bougainville, then proceeding to Saint-Jean and across to Longueuil. Burton and the 48th were with Murray's army but Christie was 'detached' to Gage, so it is not clear which group he travelled with. It seems that he was with Col. Haviland's advance guard, then joined Amherst to report on its position.<sup>38</sup> If so, he travelled down the Richelieu viewing the wooded banks where, at the first opportunity, he would acquire land.

Surrounded, Montreal had little choice but to capitulate, and in September of 1760 the major fighting in North America was over (except for Pontiac's uprising). Although the colony's fate would not be decided until the peace treaty, the army began its regroupment. Governors were appointed to each garrison, and regiments were reassigned or disbanded. Only a small proportion of the swollen army ranks could be maintained in times of peace. Nor did the majority want to remain. Colonial officers and enlisted men returned to their pre-war activities. Disbanded soldiers and officers were encouraged to remain in the colonies, where they were promised free grants of land, the size of which

depended on their rank.<sup>39</sup> The officers returning to England would get half-pay<sup>40</sup> and have to compete for the few government posts available. Many decided that their prospects were better in the colony where they could easily acquire land or begin a mercantile career. This was especially true of the Scottish regiments, the 78th and the 42nd, where almost all of the men and officers remained, establishing a point of attraction for migrating Scots.<sup>41</sup> Vast tracts of land were set aside for the military, but most of the land granted ended up in the hands of speculators, often the regiments' commanders. The transition from officer to land speculator was easy, and only a few officers would establish settlers or actively develop their holdings.<sup>42</sup> Gabriel Christie, Lieutenant Colonel, and James Stephenson (Stevenson), Captain, jointly received a lot on Prince Edward Island in 1767, then the Island of St. John. Other officers who received grants in this lottery included James Murray, Guy Carleton, Samuel Holland, Francis MacKay, Samuel MacKay, Hugh Finlay, and Simon Fraser. James Abercrombie, John Campbell and John Macdonnell received one lot for themselves and the 78th regiment.<sup>43</sup> Christie would sell his lot without having developed it.<sup>44</sup> His more important land acquisitions would be in Canada, not as grants, but as seigneuries which he would purchase. (See Chapter 2.)

## 2. Quartermaster General, 1760-1766?

Until February 10, 1763, when its fate was sealed by the Treaty of Paris, Canada was under British military rule. The three urban centres--Quebec, Three Rivers, and Montreal--each had a garrison and a military governor. These appointments were of equal rank and limited to their respective administrative districts. James Murray received the governorship of Quebec shortly after that city was taken in 1759; Ralph Burton, twice wounded and having distinguished himself during the war, received that of Three Rivers in 1760; and Thomas Gage was appointed to Montreal. The 48th, now referred to as Captain Christie's regiment, was with Burton at Three Rivers.<sup>45</sup> In 1762, Burton was called away to join the Cuban expedition and was replaced on a temporary basis by Frederick Haldimand;<sup>46</sup> perhaps this was the beginning of his long friendship with Christie. Shortly after his return, Burton was sent to Montreal to replace Gage, and Haldimand became military governor. Jeffery Amherst returned to England, and Thomas Gage replaced him as commander-in-chief of the forces in North America. These promotions and appointments, all to officers who had proven themselves during the war, were unsurprising since they were based on Amherst's recommendations. When civil government returned after the peace treaty, James Murray became Governor of Canada, and Ralph Burton was Brigadier (c.-in-c.) of the Northern District, responsible for military matters. For Burton this position was preferable to half-pay in England, but it meant that James Murray, the most senior officer in America, was by-passed by two of his junior



officers: Gage and Burton. He was expected to take orders from the first, and to co-operate with the second. Murray reacted to this turn of events as though it were a personal affront, and his relationship with Burton from that point deteriorated. The personal quarrel which resulted affected their behavior as public officials.<sup>47</sup>

On January 27, 1762, Major Christie received a promotion to Lieutenant-Colonel (Lt.-Col.) (Army Rank).<sup>48</sup> He was also appointed to Ralph Burton's staff as deputy-Q.M.G. of the forces in North America, presumably with the latter's approbation, if not at his request. Stationed in Montreal, his major responsibility was to supply the western forts with provisions. This required the services of many bateaux and Canadians to man them. The local practice of hiring these men at established prices was followed whenever possible. In the summer of 1763, the transportation of supplies took on greater significance as a series of uprisings by various Indian tribes broke out in the upper country. Western trade, which had fallen under the jurisdiction of Jeffery Amherst, had been seriously affected by his refusal to buy the Indians presents, the prohibition against trading rum to the Indians, and the limitation of trade to the forts.<sup>49</sup> These policies, followed against the advice of Indian experts such as William Johnson,<sup>50</sup> had produced a general discontent among the Indians, and among the merchants. In the upper country, this resentment manifested itself as Pontiac's Uprising.<sup>51</sup>

When word of Indian unrest spread, the available troops were dispatched under John Bradstreet<sup>52</sup> and Henri Bouquet. A number

of Indian ruses were successful, however, and several forts fell. Detroit was under siege. Its garrison was relieved only by the timely arrival of supplies. But many bateaux were lost that season, both in the upper country and on Lake Champlain, and these losses would have to be made up over the winter by new construction. Gage had therefore:

. . . settled with Lt. Col Christie the issuing the necessary orders for getting a quantity of Timber for the building of Batteaux [Christie] had a large quantity in Store which is pretty well seasoned and the sooner he begins to build the better it will be. He told me he could build four at a time in the Boat House during the winter . . .

(Gage to Burton, Nov. 12, 1763)<sup>53</sup>

The labour force required would be impressed if necessary. In a general warrant, Gage had authorized Christie:

. . . to take Impress and Employ all Boat Builders, Carpenters, or Caulkers or other artifices whomsoever when the service required the same which might appear to him necessary punctually to Effect the Service before mentioned as well as to Order Carriages & Men to Navigate, or drive Horses and all other things necessary for his Majesty's Service . . .<sup>54</sup>

As the uprisings continued, Gage ordered the raising of a militia force and sent Burton a request for 100 bateaux to be ready in the spring of 1764.<sup>55</sup> To meet these requirements, Christie proceeded to impress the necessary labour, and among those conscripted were the employees of two Montreal merchants, Francis Noble Knipe and John Le Quesne, then building two ships for the colonial trade. The impressments caused these merchants some delay and the loss of tools when their work site was abandoned.<sup>56</sup> To their minds, this was but one more instance of

the abuses to which they were subjected by the militia.

Another such abuse was the billeting of troops in private homes. This practice was avoided whenever possible as the army had met civilian hostility on this issue before. When civil government was established in August (10th) of 1764, one of Governor Murray's first actions was to appoint civil magistrates and justices of the peace. Two of the justices appointed for Montreal were Francis Knipe, and his friend, Thomas Walker,<sup>57</sup> an outspoken member of the discontented merchants. Walker's first action was directed against the military as he proceeded to strip billeting of its usual complement--bedding, firewood and the use of kitchen facilities. As billeting could not be imposed on magistrates, a Captain Payne, lodging in Knipe's house, was asked to vacate. When Payne refused, Walker and other magistrates had him jailed. The military now felt that they had suffered enough of Walker's abuse,<sup>58</sup> and on December 6, 1764, a group of them broke into Walker's house, beat him and cut off his ear. Efforts to find the guilty parties were never successful. The incident marked the peak of merchant-military hostility in Montreal. With the suppression of Pontiac's Uprising, the resumption of trade in 1765, and Murray's recall in 1766, the immediate causes of friction were removed and Thomas Walker became the spokesman for only a small group of radicals.

When it became known that Canada would remain an English colony, Christie purchased two timber-rich seigneuries on the Richelieu River and Lake Champlain--Lacolle and Chazy. He continued to make purchases in this area in 1764, several of them jointly with Moses Hazen who, after retiring from the Rangers at

half-pay, had been named a justice of the peace in Montreal. Another joint venture was with Captain John Campbell,<sup>59</sup> a fellow army officer in Montreal. In 1764, Christie built a mill at Lacolle, with the help of the miller from Chambly. There is no record of his owning a mill at Chambly, but the army had taken control of the seigneurial mill there around this time. Christie's involvement, therefore, was probably as Q.M.G. His personal property complemented his military duties.

During the Burton-Murray conflict Christie was charged with using military impressments for his personal use. Impressment was one of the issues on which Murray and Burton disputed their respective authorities.<sup>60</sup> In 1764, Christie was issued a general warrant to impress the carriages and drivers he needed. In 1765, Murray gave the right to issue warrants to Justice of the Peace and Judge of Common Pleas, John Fraser. For unknown reasons, Christie circumvented this means of obtaining men, and chose instead to make requisitions of the militia captains, no longer civil officers after the passing of the Billeting Act of 1765. Delays forced him to make requisitions of the magistrates, but Fraser told the people not to honour these requests. Burton then asked Murray for specific warrants as required by British law. Murray refused, claiming that Christie was "carrying on Works to a very great extent for his private emolument . . ."<sup>61</sup> He ungracefully relented rather than let the western garrisons starve. He was particularly offended by Christie's public wagers that the governor (Murray) would soon be recalled. His animosity towards Burton and Christie appeared in the following letter to

Major James Abercrombie on July 19, 1765:

Christie is become the dupe, the despicable tool of Burton, he is honest enough to declare, however, that it is a maxim of his to worship the Rising Sun . . . and in honor of the deity he made a Sacrifice of Reputation, Truth and Sincerity and offer'd upon the altar his third born son and called him Ralph poor Scotland I blush for you, is not your hero Gabriel the Whipper In of the spawn of a Yorkshire attorney, is he not the Puffer of a General who never shined in the field except but at a Review. <sup>62</sup>

In 1765, when this quarrel was at its height, Francis Knipe and John Le Quesne, perhaps encouraged by Murray's charge against Christie, chose this moment to strike out against him by suing for damages for trespass, on the two occasions that he had impressed their labourers and artificers. <sup>63</sup> In an echo of Murray's charge, they claimed that Christie had been guilty of:

contriving and maliciously intending under colour and pretext of his Office . . . to put [them] to great delays and unnecessary charges and Expenses and totally deprive them of the whole profit and advantage of sending the ship . . . and without any lawful authority or occasion . . . [of having] impressed, and taken away at Montreal a/s/d and Employed and set to work by the said Gabriel Christie for his own private use, and benefit only. [their artificers and workmen] . . . <sup>64</sup>

A series of circumstances prevented Christie from appearing <sup>65</sup> and the cases proceeded directly to an assessment of damages. The two separate cases resulted in a total of £5,090 in damages, and in addition, to £119 in costs when an appeal of the first decision to the Lt.-Gov. and Council failed. Christie's only remaining recourse, an appeal to King in Council, reversed the previous decision. <sup>66</sup>

In 1766, a witness was found who would swear as to the identities of the 'Walker Affair' offenders. Among the accused was John Campbell, Christie's partner in Noyan, and Luc de la Corne,

Campbell's father-in-law to be. In a contemporary pamphlet Christie's name was among the accused, but this was an "error".<sup>67</sup> In the trials and mistrials that followed, the problems of the administration and the effects of the Murray-Burton quarrel came to light, but Walker's offenders did not. The result was the recall of Murray and Burton to justify their administrations. Christie, who was returning to England to place his appeal against Knipe, journeyed back with Burton in 1766. Murray was cleared of all the charges against him, but did not return to Canada. Burton, retired from the military, succumbed to an early death in 1768.<sup>68</sup> Of the three, only Christie would return. His appeal was heard on June 13, 1768, and the earlier decisions against him were reversed, the actions dismissed. The accusation that he had used military impressment to his own benefit was neither proved nor disproved. S.M. Scott concludes somewhat cautiously:

While it would be difficult actually to prove that Christie was a rogue, there is strong suspicion that he sometimes placed his own economic interests before those of his royal master. Gage appears to have had an indifferent opinion of him, and it was common talk that he was apt as not to use for his profit labour impressed for His Majesty's service.<sup>69</sup>

In the context of the 18th century army, officers commonly profited personally from their military activities and merited no censure if this was maintained at a moderate level. Censure imposed by latter-day critics of an anachronistic system does not take into consideration the fact pointed out by Fortescue, but which must have been evident to all army personnel: pay in the army was not a salary but the interest on the capital in

their commissions for the officers, and the retainer to keep them fighting until prize money could be obtained in the spoils of war for the men.<sup>70</sup> The 18th-century army was not an efficient fighting force under a centralized administration, but a collection of regiments brought together to effect imperial policy while working to their own advancement. The position of Q.M.G. was not generally considered to be a lucrative one. That of paymaster general ranked much higher in terms of advantage to its holder. In North America, however, conditions differed somewhat from Europe, and a number of quartermaster generals are known to have made sizeable profits.<sup>71</sup>

Although the case has not been proven with regard to Christie, the opportunity was his, and it would have been uncharacteristic of the age if he had not exploited the opportunity. Because of the nature of his private affairs, there was some overlap with the interests of the service. In 1776, for example, he would ask a fellow officer to check his mill (at Chazy or Lacolle) and prevent damage by clearing the mill-race and putting in a gate, the work of four men for an hour. Since the army depended on private mills such as Christie's for its lumber during the war, it was to its advantage to comply, but clearly this constituted the use of men for private affairs. Christie explained his request. "The reason I mention it is because it's best and easiest before the water gets too high and unless it's done the mill can never be sett a working and I believe this is all she wants, which perhaps may be too late by the time the army moves and I find people to sett about it."<sup>72</sup>

When Christie left Montreal, he was immediately replaced as

quartermaster general. As Gage wrote Barrington (the Secretary of War): "No time was to be lost in the Appointment of a Successor to Lieutenant Colonel Christie as the Lakes and Rivers were opening, and Preparations to be made immediately for Transporting of stores and Provisions, and the Movement of the Troops."<sup>73</sup> The exact nature of his position after the war had never been clarified. He and the other quartermaster generals simply continued their duty without formal appointment, and continued to be returned as long as they remained in service. With his departure for England and replacement, however, this was no longer the case and Christie was struck from the army's general return that September. Having indicated to the King that he wished to return, and seemingly having found support in that quarter, he wrote to Gage asking that he be returned 'absent with the King's leave' instead of struck. Since Gage had received entirely different orders from Barrington, he wrote asking for clarification.<sup>74</sup> Christie was almost certainly overstating his case, but his desire to return to North America as an officer would be gratified in 1769.



3. With the 60th: 1769-1799

i) The Purchase of a Commission

Gabriel Christie's entry into the 60th Regiment, the famous Royal Americans, was made with the same flurry of trans-Atlantic correspondence and flaring of animosities that had accompanied much of his earlier career. He purchased his commission in that regiment at a time when the crown was beginning to frown upon the sale of army commissions, an other requests to sell had been refused. When this privilege was granted to Lt.-Col. Prévost of the 60th, who "was the least entitled to such indulgence", and to make matters worse, the sale was not carried out in a manner agreeable to the regiment and to a junior officer, this caused resentment:

Purchases huddled up in the dark, and carried through by secret intrigues and interest at home always disgust; I know nothing more detrimental to the service.

(Gage to Barrington, N.Y., 29 Mar. 1769)<sup>75</sup>

What would cause even greater difficulty was that General Prévost, the officer's brother, made the sale in England but afterward the Lt.-Col. insisted that his brother had not had the authority to act without his final approval. Christie met with Lt.-Col. Prévost upon arrival in the colony, but insisted that the sale had been without any reserves whatever despite the evidence of letters from General Prévost complaining that Christie had precipitated matters. Gage did not hope for a settlement on their part. Although he had promised Prévost he would delay giving out the 'Succession in Orders' he also thought

they should be published once Christie had arrived in the colony.<sup>76</sup> Both could not hold the same commission. That much was clear. What could be done to solve the problem was not so evident. Several months later, it remained unresolved.<sup>77</sup>

Gage's attitude, as demonstrated in his letters, was not necessarily hostile to Christie, or even a condemnation of his behavior, but rather a certain disappointment at the turn of events. Like most senior officers, he had his own favorites whose careers he tried to advance, and in this case he had suggested that the promotion go to Major Bruce, if a sale was to be allowed at all.<sup>78</sup> Although the sales of commissions was no longer taken for granted, they remained essentially business deals, and the regiments, business concerns.<sup>79</sup> This was probably how Christie viewed the matter and perhaps the sale was also to General Prévost's advantage, despite his protestations to his brother of pressure applied by Christie. The Gage to Barrington correspondence, therefore, should not be distorted into another example of Christie's inability to get along with his fellow officers. Rather, it expressed frustrated ambitions, or perhaps annoyance at having been bested in a business transaction. Yet such transactions were never based purely on economic considerations, since each sale required the approval of the crown.

Despite the concern over his entry into the regiment, Lt.-Col. Christie was there to stay, and for the next four years he remained in Montreal. His senior officers were the Colonel-in-Chief, Jeffery Amherst, and Generals James Prévost and

B. Armstrong. Frederick Haldimand was a Lt.-Col. and John Bradstreet, still a Captain, was in Albany.<sup>80</sup> John Christie was a Lieutenant, his career static. The captains were Stephen Kemble, who would later receive Christie's support for advancement,<sup>81</sup> and James Stevenson (Stephenson) who had recently received a land grant with Christie<sup>82</sup> David Alexander Grant, the future Baron of Longueuil<sup>83</sup> was a recent ensign. Few veterans of the Seven Years War remained and the regiment was decidedly colonial in its officers and its men. In the conflict that would soon begin, this would be to their detriment. Although generally considered one of the best fighting regiments in the army, the 60th was considered too prone to sympathy for the American cause to be useful in the North American theatre of war. In fact, many of the men who had first seen fighting as members of the 60th would lead the American forces: George Washington and Horatio Gates, to name but two. As for the 60th, it was stationed in the West Indies, and further recruiting was in England.<sup>84</sup> Because malaria and yellow fever were so prevalent in the Islands, this was generally considered "the equivalent of a sentence of lingering death."<sup>85</sup>

## 11) The Conflict with Carleton

Rivalry for position within the army had first placed Christie and Guy Carleton at odds in 1758. James Wolfe's support led to Carleton's appointment as quartermaster general, a position Christie also sought.<sup>86</sup> In 1768, Carleton, who had powerful political connections, was appointed Captain General and Governor-in-Chief of Quebec, replacing James Murray. Absent from the colony from 1770 to 1774, he was back on the scene and in command when the American colonies invaded Quebec in 1775. He concentrated the troops at Montreal, St. John's and Fort Chambly, but their resistance lasted only until November. Carleton withdrew to Quebec, besieged by Benedict Arnold and his men. In November, Lord Dartmouth was replaced as secretary of state for the American colonies by Lord George Germain, towards whom Carleton was antipathetic. Since Carleton's conduct of the war effort was open to question--especially the three separate occasions on which he failed to push his advantage--<sup>87</sup> a clash soon ensued. When an invasion of New England was planned, Lord Germain influenced the decision to place John Burgoyne in command. Carleton objected and his correspondence became openly hostile. Finally, he tendered his resignation (June 27, 1777). His open criticism of a minister of state had been too much, even for a man with his connections, and his resignation was accepted. Frederick Haldimand was appointed to succeed him; he arrived in Quebec in June of 1778.

After several years in Montreal with the 60th,<sup>88</sup> Christie

returned to England in 1773 to promote his advancement. He obtained command of the 2nd battalion (60th) before returning to the colony.<sup>89</sup> His patrons included Frederick Haldimand, with whom he corresponded frequently, and his regimental commander, Sir Jeffery Amherst.<sup>90</sup> In the spring of 1774 Haldimand granted Christie's request for the use of the army brigantine on Lake Champlain to move a number of Scotch Highlanders from Albany, who wished to settle in Lower Canada. That fall Christie joined his regiment in Antigua, and spent the winter and following spring sorting out the regiment's accounts, complicated by both its division into two battalions, and the poor record-keeping of his predecessor. This task finished, he proceeded to London where he spent the remainder of the year recruiting. The high mortality rate in the West Indies had depleted the regiment and with the outbreak of conflict in the colonies, it was important to bring the regiment back up to full strength.<sup>91</sup>

While in England, Christie petitioned Lord Dartmouth, the secretary for the American colonies, for an appointment as quartermaster general<sup>92</sup> and failing this, as a commander of a new battalion of the 60th. As a very old Lieutenant-Colonel with 31 years of service as an officer behind him and a willingness to serve in North America or elsewhere, he felt his claims justified.<sup>93</sup> He expressed his thoughts on the war, and elaborated on the reasons he thought the British should take immediate possession of New York. His detailed suggestions revealed his intimate knowledge of the American situation.<sup>94</sup> But his efforts resulted only in his transfer (September 18, 1775) to the 1st Battalion of the 60th. Christie's influence at this time

was slight and despite his claim to favour based on his efforts in the recruitment, and his private losses at the hands of the rebels the previous year, he was unable to obtain the vacancy which occurred in the 60th when Lieutenant-General McKay died in 1776. Writing to Lord Dartmouth in January, Christie seemed despondent. After thanking Dartmouth for his attempts to serve him, he adds that "it is his duty to submit to His Majesty, who does not seem to think him entitled to a mark of Royal favor."<sup>95</sup>

When Lord Dartmouth was replaced as colonial secretary by Lord Germain, Christie's prospects improved. Germain found Christie and his knowledge of America useful in directing the recovery of the province.<sup>96</sup> Christie's coveted appointment of quartermaster general followed shortly thereafter. It was announced in the Annual Register of April 2, 1776.

Preparing to assume his new position, Christie encouraged British artificers to move to the colony, remembering no doubt the difficulties which their shortage had caused him in the last conflict. To do so he advanced some of his own funds, confident that these would be repaid. When he arrived in Quebec on June 1st, however, Christie found that Carleton had already appointed his brother Thomas to the position of quartermaster general. Since Christie's appointment was a result of Lord Germain's patronage, he was doubly unacceptable to Carleton.<sup>97</sup> He also found it difficult to obtain repayment for the advances he had made to the artificers.<sup>98</sup> According to Burgoyne, Christie's appointment was the only cause of disagreement between General Carleton and the government. But on this point, Carleton was

unmoveable. For the the sake of general cordiality essential for conducting the service, Burgoyne therefore hoped the two would be separated. 99

The treatment Christie received at the hands of Carleton came as no surprise to Germain:

Lieut.-Col. Christie has met with the treatment I expected. His experience in the department of the Quarter-Master-General was of great use to me when I was making preparations for the recovery of the province. "As he is disagreeable to the General, it is impossible they should remain together, but when an officer has been employed by me for the benefit of the public, I cannot consent to his disgrace to gratify the humour of any individual, and the King is too just to condemn upon accusation only," therefore, although he is confirming Major Carleton's appointment, he means to take an early opportunity of giving Col. Christie a battalion in the Royal Americans.

(Kew Lane, Aug. 23, 1776)<sup>100</sup>

Writing to Carleton, Germain confirmed Thomas Carleton's appointment. However, he also tried to get Carleton recalled<sup>101</sup> and promoted Burgoyne's advancement, which led to Carleton's resignation. In this it seems that Christie, unwittingly or otherwise, provided him with fuel. Once in the colony, Christie disapproved of the conduct of the General, finding fault with the way things were managed at the time, and in the past. In a long letter to Germain on October 26, 1776, he described the problems as he saw them. First there was the loss of time after the rebels left, which might better have been used in building the necessary boats. There was the problem of vessels unloading in several different places and the bills of lading being given to the General who lost or misplaced them so that no check was made of the quantity received. Nor did they ask for copies from Christie, who might have supplied them. After the loss of time

trying "to draw vessels out of the basin at Chambly and over a road with the apparatus impracticable and of no use had it been effected" they turned to building the required boats, but starting with those of the least utility, leaving the most crucial to the last. The Canadians were impressed for useless works, and left unpunished if they ran away. The army had started "fortifying an improper situation at St. John's" only to change direction, and begin new fortifications at Ile-aux-Noix. The commissariat also came under attack. Expenses were inflated by providing fresh meat too early in the year, and in too great a quantity, such that it could not be consumed. It was often left exposed, without shade or cover. On a more positive side, the road from Chambly to St. John's was mended, but that from St. John's to Laprairie, and from Chambly to Montreal, was neglected. Turning his attention to the actual command of the troops, Christie was of the opinion that there was much confusion, and that orders did not circulate properly "under a commander absorbed within himself, giving answers to few and saying little, who follows a scheme or plan absolutely incomprehensible." Furthermore, he did not depend on his second in command or "other officers of merit I have great reason to think he despised" so that "the merit or demerit is his own." He even went on board the fleet to command it, which undermined its commanders, and resulted in an attack without orders, which "would have been fatal but for accidents to the enemy's fleet." As for past errors, none compared to the failure to proceed to Ticonderoga, when it was within 15 miles, by water, and the army there was



reported to be only 5,000 sickly men, who would have abandoned the Fort at his appearance. This was "beyond all human comprehension, and if such a measure has its abettors they are enemies to their country, as it cannot be supported." He concluded the General was "totally unfit for such a command and must ruin his Majesty's affairs and those of England either in a civil or military capacity." The rejection of his commission, and the misrepresentations made to the Secretary of War concerning the workmen hired were Christie's final complaints. He explained that at the time of embarkation, "they had demanded that part of their pay should be issued to their wives or attorneys." To prevent "a base attempt of emissaries from London working with these poor people to give them a disgust to the service, he consented, and gave his own agent orders to advance the money, but now can get no returns from the General to show who are entitled to the money, or any satisfaction for what he has disbursed." <sup>102</sup>

Whether founded or not, Christie's criticisms could not regain for him the commission he had lost. He received advance notice from Edward Foy, D.A.G., that he would be asked to rejoin his regiment in the spring. <sup>103</sup> The general orders came through on May 17th; he could join his regiment or return to England. <sup>104</sup>

Christie's evaluation of Carleton could not help but be coloured by the setbacks which his own finances and career were suffering as a result of Carleton's enmity. The editor of the Stopford-Sackville Papers says that Christie's letter contains "a sharp criticism" of Carleton's conduct of the war. Founded on Christie's experience with supply lines during the Seven Years

War, these criticisms seem well-founded. As to the most serious charge, that Carleton failed his country in not taking Ticonderoga, recent historians seem to agree with Christie. One of the earliest criticisms of Carleton came from A.L. Burt, who found his conduct extraordinary, and characterized him as "like a man in a trance, . . . his rigid mind . . . set on what he could not do . . . and he had neglected what he might have done".<sup>105</sup> The decision to replace him with Burgoyne is perhaps the strongest contemporary indictment of his conduct. According to the biographical treatment of Lord Germain by Carleton's sympathizer, Valentine (and others who like Reynolds simply accept his version), these were vile attacks by his enemies, Germain and Christie. Valentine evaluates Carleton as "a professional soldier of the best type, with some of the qualities of a great statesman".<sup>106</sup> Germain on the other hand, hated Carleton as a friend of the Duke of Richmond, and therefore one of his opponents over Minden. Valentine does not credit Christie with a claim to a position in North America, but sees him only as the protégé of Germain whom General Howe had also declined to appoint, and whom Horace Walpole had disposed of as 'an obscure Scot'. He writes: "Lord George did not take defeat gracefully, . . . [and] fortified by awareness of Lord George's support, Colonel Christie attacked Carleton,"<sup>107</sup> Christie's failure to get appointed and the slow progress of his career, therefore, had more to do with the fact that he was a Scot, and that Lady Sarah Lennox, a Napier relative, had continued to associate with Lord George (General Sackville) after Minden, than

with his own merits.<sup>108</sup> Since he did not receive the appointment, his conduct cannot be used to evaluate these merits. Valentine's use of selective quotations gives Christie an appearance of vindictiveness or pettiness which does much to discount his testimony. If accepted, it would tarnish the reputation of Carleton. From a Canadian observer, we have a different testimony:

General Christie came in, a fine old gentleman. On him, Mr. Lymburner says, depended the fate of the American war: If General Carleton had not put his brother in Christie's place, Burgoyne's army would not have been taken, which was the cause of the French joining the Americans. General Christie is a sensible brave man and knows every inch of the country.<sup>109</sup>

Clearly both men were caught up in a system of promotion where ability did take second place to social position and political considerations. The exact role of the Scots within the British social structure may have some bearing here. It seems that, despite their numbers within the lower ranks of the official hierarchy and in the colonies, they had difficulty achieving the pinnacle of political power at home, and therefore the patronage required to reach beyond certain levels.<sup>110</sup>

iii) From Colonel to General

To compensate for his loss of his commission, Gabriel Christie received a promotion., Appointed Colonel (army rank) on August 19, 1777 he also received the command of the 2nd Battalion, 60th Regiment, stationed in the West Indies, on May 14, 1778. The situation in the Islands was, in his words, "left in some degree of confusion" by the death of the Governor in

1781. The local government had little control and "the mercantile people are mostly smugglers in trade, not only with St. Eustatia but with the French Islands; and a considerable number of the planters atach'd to the rebellious Americans, many from inclination and a few leaders who think they see deeper into matters, conceive their fate must depend on that Continent."<sup>111</sup> In February the death of the Lieutenant Governor left that post vacant. Christie asked to be granted the position, "as such an appointment would give the officer commanding the King's troops greater influence in the station."<sup>112</sup> In February the problem of smugglers was largely removed. St. Martins was taken and St. Eustatia surrendered to the army without opposition. It was a lucrative capture. The seizure of ready money, warlike stores, and 178 ships including a Dutch convoy of 27 sailing vessels, was evaluated at over £4,000,000 sterling.<sup>113</sup> Christie wrote: "The measure of seizing St. Eustatia the enemy must feel in the most sensible manner, it will root out a nest of spies and rogues who carried on a clandestine trade with the French and rebels, in which these islands as well as many people at home were deeply concerned, they all having partners or agents on the spot, playing to one another's hands."<sup>114</sup> A promotion later that year to the rank of Major-General (Oct. 19, 1781), and his appointment as commander-in-chief in the West Indies testify to Christie's satisfactory conduct of the war.

In the spring of 1783 when peace was a certainty, although it had not been officially declared, Christie returned to London.<sup>115</sup> Peace meant a reduction in the armed forces. The 3rd and 4th battalions of the 60th were disbanded completely; the

additional officers of the 1st and 2nd battalion reduced. Once again Christie faced an uncertain future. He wrote to Haldimand that he would try for a staff appointment in Canada.<sup>116</sup> As long as Haldimand was Governor this may have seemed an easy goal. But the confused political situation in Britain after the election of 1784,<sup>117</sup> and Haldimand's own tenuous position, would hamper his efforts. In British eyes, Haldimand would always remain a Swiss mercenary, despite his many years of faithful service.<sup>118</sup> He had also made himself intolerable to the merchants of Quebec through his hard money policies and what has been termed the "Canada Affair". Offered leave without loss in pay, Haldimand accepted and planned to leave Quebec once the immediate difficulties were over.<sup>119</sup>

The British government wanted to appoint Guy Carleton as Governor to replace Haldimand. Although he was willing to return to North America, and encouraged to accept the post by his new friend, William Smith,<sup>120</sup> Carleton negotiated the terms of his acceptance. His plan for a general government of all the remaining British provinces, with himself as the intended viceroy, gained ascendancy. When the first rumours of this plan circulated Christie refused to believe them, thinking the King wished Haldimand to remain at his post. He thought it was a 'Utopean' scheme designed to "provide for him [Carleton] and his Friends without much regard to the use of such an appointment, or the possibility of keeping up a proper communication, especially with Canada & the other dependent Governments."<sup>121</sup> He opposed it, therefore, for strategic considerations and not just as a

personal objection to Carleton's appointment. Undeniably, however, Carleton's appointment might make it more difficult to get the appointment he sought. His concern led to action, and forty objections to the powers reclaimed by Sir Guy Carleton circulated at the time were reputedly furnished by Christie.<sup>122</sup> Sufficient doubts were created to have the administration reconsider its offer. When he was appointed in 1786, Carleton held concurrent commissions as Governor of Nova Scotia, New Brunswick and Canada, with authority to act only when actually present in each individual colony, and not a general commission of authority over all of the provinces as a Governor-General or Viceroy. Well before the official appointments Christie called on William Smith to congratulate him on his appointment as Chief Justice. He expressed surprise that Smith remained unaware of it since 'it was reported universally'.<sup>123</sup> Since he would exert himself to oppose Smith's demands for a change in the constitution and for an assembly once in Canada,<sup>124</sup> the gesture appears insincere and the motives behind it, obscure. Perhaps it was meant as a reminder to Smith that he had better contacts in official circles than Smith had.

Although political opponents, Smith and Christie travelled in the same social circles. His situation still unsettled, Christie sailed for Canada in 1784, and after a brief stay in Montreal to see to some of his affairs, he returned with his wife to his house on Leicester Square in London. Christie was involved in a round of dinners and other social activities, moving in the same circles as Haldimand and other officers. An entry in William Smith's diary for January 26, 1786, for example,

indicates that Christie was present at a dinner at Whitehall, at Lord Amherst's, along with General Robertson, Sir James Nappen, Col. Williamson, a Mr. Greenwood, and Smith himself.<sup>125</sup> In March, Haldimand noted in his diary:

I went to General Christie's, who told me that the Lord Chancellor had refused to affix the seals to Carleton's commission, not believing it to be constitutional; that the business remained in that state, but that Carleton would accept at any cost, persuaded that his patrons would obtain every thing with time. He believes Judge Smith is the most unsuitable person that could have been chosen to send to Canada, convinced that he is a rebel at heart and capable of preparing the mind of the Canadians for a change of constitution, which would cause their ruin with that of the Quebec Bill and cause the loss of Canada to Great Britain. <sup>126</sup>

Carleton's commissions were finally granted in April, and in October he and Smith arrived in Quebec.

Christie would also receive a commission that spring. The death of his friend, General Prévost, created a vacancy in the 60th and Haldimand was quick to remind Amherst of Christie: "Je fus d'abord ches Lord Amherst . . . le priant de se ressouvenir de Christie. . . . Je passay ches Christie en revenant ches moy. Il me parut sensible à mon attention pr Lui."<sup>127</sup> On May 10, Christie was appointed Colonel Commandant of the 2nd Battn. of the 60th. When Haldimand called upon him to give him the news, he expressed his gratitude: "Il me fit mille protestations d'amitié & de reconnaissance pour ce que j'avois fait pour lui."<sup>128</sup> At the age of 64, with forty years of service as an officer, he might well have thought the appointment overdue. His senior rank was definitely a major factor in his appointment. The fact that Prévost's accounts were in disorder could also have

been a consideration. The firm of Ross & Ogilvy had neglected to insure some clothing, consequently lost. Haldimand helped Christie in as much as he could but to no avail. He wrote in his diary, "It has always seemed to me that Lord Amherst did not act well in this affair and that the agents did not act honestly about it."<sup>129</sup> The estate's case continued over several years. Arbitration finally settled the estate's case in favour of the agents. Christie considered instituting a case in his own right, but "together with my bad health and meeting with little encouragement detere'd me. . . . I therefore postponed that business with the loss of £750 on that acct. which I think is very hard."<sup>130</sup>

This matter and occasional attacks of gout which kept him to his bed also kept Christie in England that winter. It was not until the spring of 1787 that he decided to return to Canada. There, he would continue to oppose Smith's schemes for a new constitution and free and common soccage tenure until the the constitution of 1791 finally resolved the issue. (See Chap. 2.3) He travelled to England again in 1788, and in 1792. When he returned to Canada in 1794, it was with the King's leave, and because he thought his health would be better there than in London.<sup>131</sup> He received two further promotions. In 1793 he became Lieutenant-General, and in January of 1798, a General, with command of the 1st Battalion of the 60th, stationed in Montreal. The hard climb through the ranks, from ensign to general had taken him 54 years.

Despite Christie's good background, his advancement fell far short of those who had stronger patrons. His career as an



officer was not one of brilliant military exploits which turned officers into heroes or villains, and won them national acclaim or infamy but one of solid steadfast service to crown and country, applying the same good business practices he used in private affairs to His Majesty's service. The supply of troops and keeping good accounts might not be glamorous, but as Braddock's defeat had shown, they were essential to victory. Christie was never discredited and he always retained the confidence of his superior officers, but his qualities and perhaps even more critical--his politics--were not those which led to easy promotions. His final rank can be attributed largely to the tenacity with which he held on to life, outliving most of his fellow officers. He was 77 years of age when, on January 17, 1799, he died at Montreal.

He was given a military funeral fitting to his rank at great expense.<sup>132</sup> The Montreal Gazette<sup>133</sup> devoted almost a quarter page to the announcement which read as follows:

MONTREAL, JANUARY 28, 1799  
D I E D

On Sunday morning the 20th inst, at about half past two o'clock, GABRIEL CHRISTIE, Esq. General of His Majesty's Forces, and Colonel Commandant of the 1st Battalion 60th Regiment, &c. aged 79 years, 4 months and 4 days. He was Sensible to his last, and died with great fortitude. On Wednesday his remains were interred with Military Honors.

The date of his first Commission is not exactly known, but he served under His Royal Highness the Duke of Cumberland in the year 1745, and had been an Officer some years previous.--He was with the late Lord Amherst at the reduction of Canada, &c. and was some time Commander in Chief in the West Indies during the last war.

No individual in this Province, ever gave Employment to so many people, by whom, his loss must be severely felt and regretted.

All the Officers in the Garrison and Military Departments, had Crapes, Sword Knots and Gloves.-- Those of the 60th likewise wore Scarfs--The 60th Band, Drummers and Fifers had also Crapes, Sword Knots, and Gloves--The Instruments trimmed, and all the Drums muffled.

The 60th are ordered to wear mourning, till the 8th of February.

The Field pieces were drawn up on the Place d'Armes, and fired the number of shots due to his Rank.

The Church was elegantly hung with black cloth; and there was the greatest concourse of People ever thus assembled.

---

#### ORDER OF THE PROCESSION.

All the Troops in Garrison.

60th Regiment Band, Drummers and Fifers.

Royal Artillery with two Field Pieces.

Staff of the Garrison.

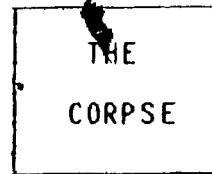
Revd. Mr. Young                      Revd. Mr. Doty, Officiating.  
Doctors Blake, Rowand, Loedel, Selby Syme, Jones, and Bender.

The General's Charger, led by his Groom in mourning.  
Pall Bearers.    Pall Bearers.

Major Hughes,

Major Lethbridge,

Lieut. Col. McIntosh



Major De Salaberry,

Lieut. Col. De Longueuil,

Sir John Johnson, Bart.

#### M O U R N E R S.

Rev. Mr. Tunstall, Capt. Gordon, Capt. Robertson,  
Cornelius Cuyler, Esq.                      Col. Cuyler,  
Capt. Genevay                                      Mr. John Gray,  
Col. Gray,    Hon. John Lees,  
James Dunlop, Esq.                      Richard Dobie, Esq.  
Mr. Yule,    Mr. Martin,  
Mr. Lalanne,    Mr. Hall.

Four Servants.

---

Officers of the British Militia.  
And a vast concourse of Citizens, &c.

Of the many officers who had served in the Seven Years War, Christie was probably the only one who had retained both a military career and a residence in Canada. Others had retired to half pay, become fur-traders or returned to England. If Christie had been able to secure a good appointment elsewhere, or to sell his Quebec lands to advantage, as he considered in 1789, no doubt he would have done the same. As a career officer, he had to be willing to move. His many efforts to obtain employment show that he remained in the army by choice, an officer first and a private man second. But the pay of army officer was much less than the cost of maintaining an officer's lifestyle.<sup>134</sup> According to an estimate made in 1803, the annual income of an officer was only £139 stg.<sup>135</sup> An officer's pay, therefore, was not a goal in itself. With luck and well-placed patrons an officer could advance to the rank of colonel and the ownership of a regiment, which could be lucrative. But the real goal of the elite in eighteenth-century society was to transform whatever advantages they began with into "landed acreage, into seats and influence in Parliament, and the Court and eventually into a peerage, with marriage of one's eligible sons and daughters into an older titled family."<sup>136</sup> Born into a mercantile family connected to the gentry, Christie was very much an eighteenth-century man. If he did not achieve all of these ends for himself, he did make them possible for his son Napier. His major success, was in the acquisition of a landed estate, but since his property was colonial, it did not hold the same social significance as landed estates in Great Britain. Although Christie appeared to place

his military career before all else, this may obscure the importance he placed on the establishment of his family, which may well have been the motivating force behind both his military career and the acquisition of his estate. His position as a military officer was the means of doing so in a society with limited room at the top.

### III. FAMILY AND HEIRS

#### 1. Establishing his Children

Gabriel Christie married Sarah Stevenson, daughter of John Stevenson of Albany, New York. Together they had three children. (See Table 3.) Their son Napier was born in 1758, shortly after their marriage. Fourteen years later, in 1772, their eldest daughter Katherine was born followed, two years later, by Sarah. Christie's long separations from his wife, the result of his military career, certainly limited the size of their family. These also encouraged liaisons outside of marriage, and Christie also had four illegitimate sons--James Christie, and Gabriel, George and William Plenderleath (Table 3).

Regarding Christie's natural son, James, we have found no record, save for his being recognized in Christie's will. Because he was named first in Christie's will, he was probably older than the others. The presence of several James Christies in the family makes the task of identifying him even more difficult. We wonder if he might not have been treated as a nephew rather than a son. If Christie's nephew James were in fact his son, this would help explain the attention paid to his career (p. 52). Christie's other sons were the children of Rachel Plenderleath. They were born between 1777 and 1780, approximately, at which time Christie was moving between England and the West Indies during the American Revolution. Such a relationship was not uncommon in Georgian England where puritanical morals had not yet penetrated the upper classes.<sup>137</sup>

Rachel was left a small annuity in Christie's will (Table 4). The relationship did not prevent her from marrying, since in 1789, when Christie wrote his will, she was Mrs. Whealin.<sup>138</sup>

When first in Montreal, Christie rented a house on Notre-Dame street. His household consisted of those members of his family with him, and the servants or slaves currently in his employ.<sup>139</sup> We have not been able to trace its changing composition in any detail. At some time after his return to Montreal in 1766, Christie was joined by his wife. Around this time, he leased the Chabert house on St. Paul street, and in 1776, purchased it.<sup>140</sup> This would remain the family's Montreal residence until the death of his wife in 1803.

As an army officer, Christie quite naturally established his son Napier by obtaining a commission for him in the army. Napier served in North America under Cornwallis and in 1782 he was a Captain in the Guards. His future was further secured by his marriage to Mary Burton, daughter of the late Ralph Burton and heiress to Hall Bank, Beverly and Hotham Hall in York. This event took place on March 31, 1782, in Edinburgh. At this time Napier Christie took the additional name and arms of Burton and was subsequently known as Napier Christie Burton.<sup>141</sup>

Natural sons were not established as easily as one's heir, but the task was easier when one commanded a regiment into which they could enter. In 1793, two of them, William and Gabriel Plenderleath, entered the regiment as ensigns.<sup>142</sup> James Christie became a Lieutenant in the 60th the following year.<sup>143</sup>

Christie's daughters were reaching the age of marriage in

the 1790s. They married men who were respectable but not wealthy. Katherine's husband was a young officer from her father's regiment, John Robertson, the son of Daniel Robertson and Louise Réaume.<sup>144</sup> They were married on January 10th, 1793.<sup>145</sup> Robertson, who had Christie's confidence, evidently saw this marriage as a chance to advance his own prospects and fortune. His hopes were defeated by two circumstances. Christie died before he could exert his influence to obtain a post for Robertson in the government at Quebec, and, the will which was found and probated did not leave Katherine as large a share of her father's estate as Robertson had anticipated.<sup>146</sup> He remained with the 60th dying young (around 1840) while stationed in Jamaica. His widow returned to Montreal where she lived comfortably but not without financial difficulties.

Sarah Christie married Reverend James Tunstall in 1795,<sup>147</sup> at which time he was rector of Christ Church, Montreal, a prestigious appointment which carried an annual stipend of £300. However, Tunstall was replaced in 1800 and sent to Philipsburg where the pay was less.<sup>148</sup>

Christie's patronage was not limited to his own children; it extended to his circle of close primary relationships which included friends, kin and regimental officers. His nephew Gabriel Gordon was commissioned into the 60th as an ensign in 1784, rose to the rank of Captain by 1794, and of Major by 1800.<sup>149</sup> Much of Gordon's service was in the West Indies, which is probably where his special relationship with William Plenderleath (Christie) developed (p. 74). Christie's nephew

James received special attention. Christie purchased his commission, paid for his education, and came to his assistance when he got into difficulty with his superior officers.<sup>150</sup> His niece Margaret, the daughter of his brother William, was brought up by Christie. She and her husband James Bell were brought to Canada where he acted as Christie's overseer and master-builder for many years. Christie continued to support her thereafter as well.<sup>151</sup> Louis Genevay who served as Christie's clerk was subsidized until he received a post as Haldimand's secretary through Christie's intervention.<sup>152</sup> Christie made no clear distinctions between his family of procreation and his close kin and friends in terms of patronage and even direct assistance. The army played a large role in his family life. The regiment seems to have operated like an extended family for the officers and their charges, with the older men acting as the protégés of younger ones, and marriages reinforcing with personal bonds the military ties between officers. Clientage, therefore, was not limited to the ranks of the senior officers seeking political patrons, but extended through them to their network of clients.



## 2. Estate and Succession

Gabriel Christie's will was written in 1789, ten years before his death. When he died, the female members of his family were convinced that this was not his most recent will, and expected that one which treated them more favourably would be found. "The reversion of the two lots & houses in town with their contents, to the two daughters, may be expected, and perhaps £2,000 more, to each. . . .<sup>153</sup> If such a will was written, it was never found and that of 1789 was probated. Christie left all his landed property, except Chambly, to one male heir, with an entail which gave his natural sons precedence over his own daughters and the female descendants of his son Napier. His wife and daughters would receive only a cash legacy (Table 4), the capital for which was to be provided by the sale of Chambly. Napier Christie Burton was named residuary legatee, and was the principle heir, but if his male line was extinguished, first James Christie, then Gabriel, George and William Plenderleath (upon taking the name and arms of Christie), and as ultimate devisee, his brother William Christie, would succeed him. (The relevant sections of the will are cited in Document 14, Appendix II.)

The will was not favorable to Christie's wife and daughters, but they decided not to contest its provisions. On August 8, 1800 they signed an agreement with 'His Excellency Major General Napier Burton Esquire, 2nd Major of His Majesty's 3rd Regiment of Guards and Commanding the Troops in the Province of Lower Canada.' Sarah Stevenson Christie renounced any claim to dower or

tiers, reserved her right to the house, garden and dependencies in Saint-Paul Street (including all the furniture, utensils, linen, plate, porcelain and pictures then in the house) during her lifetime, accepted payment in cash of £ 500 sterling, and with her daughters agreed that the capital sum of their respective legacies could "remain affected and mortgaged on the property left by the said Testator [GC] in this Province, except such only which will be indispensably necessary to sell to pay the debts of the said testator" with the interest (6%) to be paid annually by the receiver or administrator of the property. The administration and accounts of William Martin, appointed by the executrix in Canada, Sarah Stevenson Christie, were accepted by Napier Christie Burton.<sup>154</sup> This agreement waived the will's stipulation that Chambly be sold. But this was not the estate's only obligation. William Plenderleath's inheritance, and a sum due Dame Agathe Dumas, Louis Genevay's widow, remained unpaid. Antoine Boucher de Niverville, from whom Christie had purchased Chambly, had not been paid the capital owing on the purchase. His heirs were to receive this sum upon his death (p. 126). To meet these obligations Chambly was eventually sold but the the capital sum of £10,000 stg. due by the estate for the legacy to Christie's daughters remained in the hands of the purchaser until their death.<sup>155</sup>

When Burton inherited his father's estate in 1800, he was married and had two sons. (See Table 5.) He raised no objections at the time to the terms of the will. In 1801 his wife died and by 1822, both of his sons had predeceased him without leaving issue. Since he did not remarry, it was clear that he would not have a legal male heir to inherit his father's

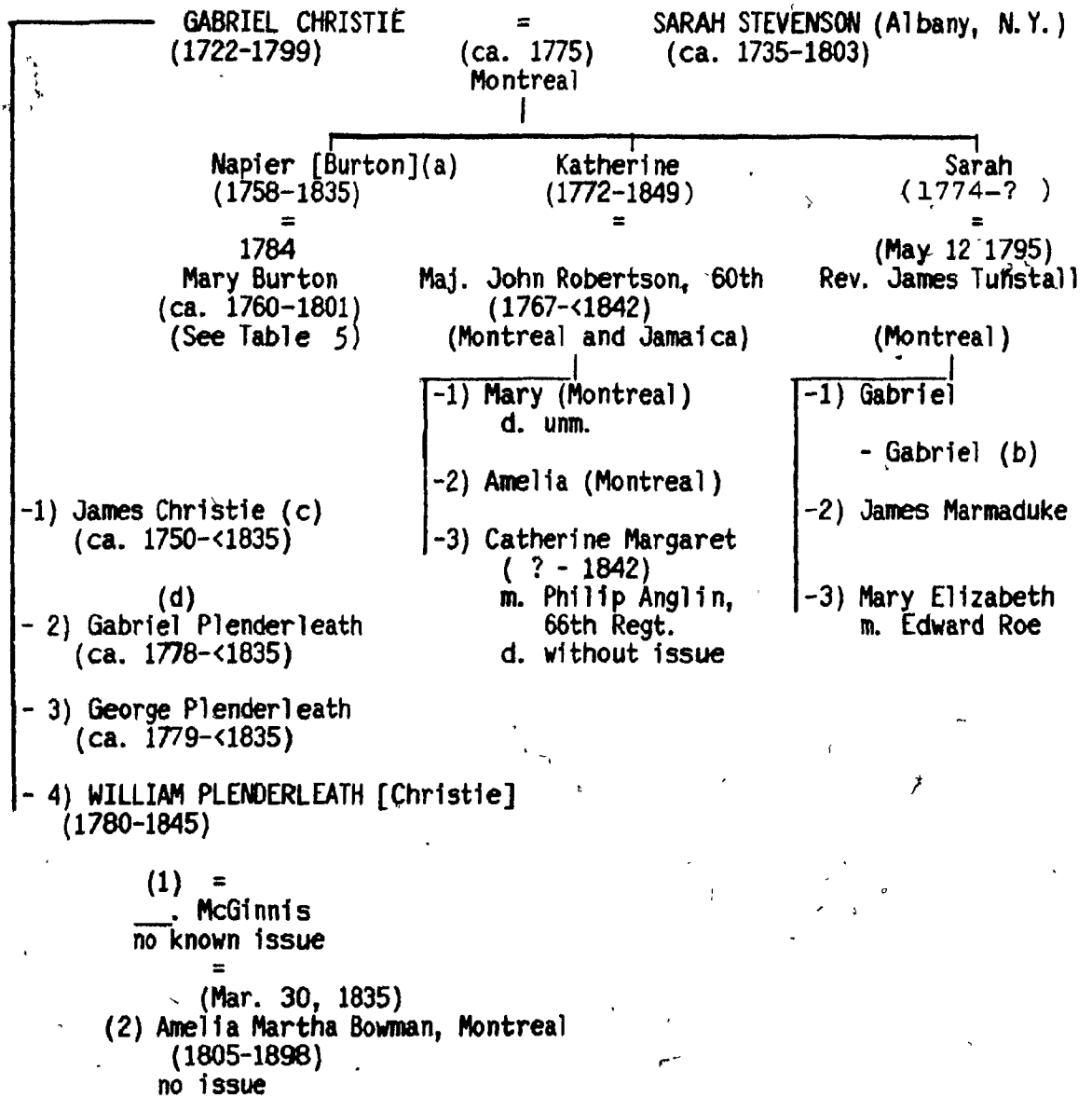
entailed estate. He began an action to have the last of the surviving substitute heirs named in his father's will (William Plenderleath) disqualified on the basis of his "adulterine bastard" status.<sup>156</sup> The case was outstanding when he died in 1835. Although he devised all of his property, including the seigneuries to Christiana Harmar, a grand-daughter, born of his natural daughter, this had no effect with respect to the entailed estate.

The estate was claimed in 1835 by William Plenderleath by virtue of Gabriel Christie's will, after he had assumed the name and arms of Christie granted by royal license. His possession of the estate was undisturbed during his lifetime but after his death in 1845, would-be claimants surfaced to investigate the possibilities of contesting his will.<sup>157</sup> (See p. 567.) The only serious challenge came in 1864 from John Henry Styring King, the substitute heir named in Burton's will if Christiana Harmar died while still a minor, a circumstance which arose in 1847. The cases King instituted passed through the lower courts and to the Privy Council. On July 21, 1874, this final court of appeal upheld William Plenderleath Christie's right to inherit. (See Appendix II, Document 14.) The judges also ruled that claims by the heirs of William Christie, the ultimate devisee named in Gabriel Christie's will, were extinguished by his death prior to the demise of the legatee. With this final decision, the status quo was confirmed. W.P. Christie's heirs received a clear title to their commuted seigneuries, and were finally allowed to collect the commutation compensation decided

upon in 1857, but withheld by the government pending a clear title. 158

Contrary to many of the seigneuries of Lower Canada whose ownership was divided between several heirs, the Christie seigneuries had been kept under a common administration through two successions by the entail Christie had placed on his estate. While his decision may have favoured the development of the seigneuries, it also left a legacy of bitterness and resentment among his children. His daughters, in particular, were never reconciled to having been excluded in favour of a male line of descent and the heirs of their natural brother. But Christie, who had five sons in 1789, could hardly have foreseen that only half a century later, his male line of descent would be extinguished.

TABLE 3  
Gabriel Christie's Family



SOURCE: Appendix III, Note 1.

(a) Assumes the name and arms of Burton upon marriage.

(b) In 1845, he is under the tutorship of Christie Tunstall and Mary O'Roark, who were married in Saint-Andrews, Montreal, on May 19, 1821.

(c) He is recognized in GC's will simply as James Christie.

(d) The children of Rachel Plenderleath. As heir, William takes the name Christie in 1835.

TABLE 4

Gabriel Christie's Legacies<sup>a</sup>

Recipient:	Relationship:	Amount:	Payable:
Sarah Stevenson Christie	Wife	£ 500	in 6 mo.
Katherine Christie Robertson	Daughter	2,500	at 21 or at marriage
Sarah Christie Tunstall	Daughter	2,500	"
James Christie	Natural Son	2,000	or invested
Gabriel Plenderleath	Natural Son	1,500	interest only until 21 <sup>b</sup>
George Plenderleath	Natural Son	1,500	"
William Plenderleath [Christie]	Natural Son	1,500	"
Andrew Dickie, Gentleman of Georges Court	Executor	300	
William Christie, Esq. of Stirling	Executor, Brother	200	
Alexander Adair of Pall Mall	Executor	50	for a ring
Total <sup>c</sup>		£ 12,550	

SOURCE: Will of Gabriel Christie.

<sup>a</sup> The funds for the following legacies were directed to be taken from the proceeds of the sale of all Chambly properties.

<sup>b</sup> The executors may buy a post instead.

<sup>c</sup> The following additional charges were also made on the personal estate of GC: £5,000 in trust, with the annual interest to Sarah Stevenson Christie, then equally to her daughters or heirs; the house and contents of the house on St. Paul Street in Montreal, to Sarah Stevenson Christie for her lifetime, then to GC's residuary legatee; a £25 annuity to Rachel Plenderleath (now Mrs. Whealin); a £20 annuity to Marian Christie, widow of Henry Galloway (GC's cousin); and the funeral expenses.

### 3. Napier Christie Burton

Napier C. Burton, Christie's son and heir, was forty-two and a Major-General in the army (January 9, 1798) with the 3rd Foot-Guards when he was vested with his father's estate in 1800. Since his marriage in 1782, he and Mary Burton had had four children, two sons and two daughters (see Table 5). Socially and financially, he was extremely successful. This was largely the result of his wife's position and inheritance. As Mary's husband he had the use of her properties in England and Ireland, including Hall Bank, Beverly and Hotham Hall in York as well as the inheritance from his father. Mrs. Burton, apparently enjoyed the social life in town. Colonel Landmann who stayed at the Burton residence (No. 21, Upper Brook Street in Grosvenor Square) for a week with his mother in the summer of 1789, recalled that Mrs. Burton's greatest satisfaction was to see her table surrounded by friends. He described her as being "in affluent circumstances."<sup>159</sup> John Robertson, reflecting on the inequity of wealth between Burton and his sisters in 1799, estimated that he enjoyed £5,000 annually from his wife's estate, entailed to their eldest son Robert. Adopted by Mr. Burton of Hotham Hall, Robert Burton enjoyed £10-12,000 yearly from the estate, and Sarah Christie Burton, their eldest daughter, had settled upon her the sum of £10,000.<sup>160</sup>

Despite his comfortable position in England, Burton had arranged, with the assistance of the Duke of Kent, for an appointment as Major-General on staff in North America when his father died. He had one aide-de-camp (May 17 1799) and received

permission to reside in Montreal.<sup>161</sup> Furthermore, Colonel Christie was to remain with him if possible, as this was "most consonant to his own wishes."<sup>162</sup> With matters suitably arranged for a long residence in Canada, Burton seemed likely to follow in his father's footsteps, combining a military life with that of seigneur. All that remained was for him to send for his family to join him, if indeed this was planned. In any event these intentions were shattered by the news which arrived with the first fleet in the spring of 1801:

. . . The fleet that is just arrived has brought me the distressing accounts of Mrs. Burton's death, which took place on the 13th of April last after a severe and painful illness . . . [which] produced the fatal loss I have now most grievously to lament, with the additional uncomfortable inflection and anxiety concerning two fine girls, independent of my boys, who are left at the mercy of this world. - It therefore becomes absolutely requisite, that I should return home . . .<sup>163</sup>

Obtaining a leave of absence was not that easy, however. Lt-Gen Hunter at Quebec agreed to his request but the Duke of York, the commander-in-chief, needed convincing. Burton emphasized his paternal responsibilities in his appeal for a leave:

that I may have it in my power to attend to the safety and arrange for the comfort of two fine girls now left unprotected. My boys likewise call for attention and various other matters are greatly damaged by the distressing circumstances that has befallen my children and myself, an event which has produced in me a load of grief and misery.<sup>164</sup>

The military secretary at Quebec was cooperative, and Burton was finally free to leave in October of 1801.<sup>165</sup> His personal affairs were left in the hands of Samuel Potts,<sup>166</sup> his overseer and representative at Chambly. Almost a year later (August 1802), Burton accepted a six-month extension to his leave,



because he still had many matters to arrange.<sup>167</sup> Potts had a power of attorney to collect his pay, but this had presented difficulties. Finally Burton decided that 'public affairs' made it inadvisable for him to return to Canada.

Napier Christie Burton resigned his staff appointment, taking instead the command of the 3rd Regiment of the Guards.<sup>168</sup> During the Napoleonic Wars, his military career progressed rapidly. In 1805 he became Lt.-Gen. and in 1806 Colonel, commander of the 2nd Battalion of the 60th regiment, inherited from his father. He was made General on June 4th, 1814 at the age of 56.<sup>169</sup> Burton's military career, in contrast to that of his father's, progressed smoothly. He moved through the ranks quickly and had the influence required to obtain the appointments he wanted.

For reasons that are not altogether clear, N.C. Burton was regarded as a poor brother and a poor son by his sisters, and later his daughter Mary would have nothing good to say about him.<sup>170</sup> Burton's concern for his children at the time of his wife's death is the only evidence we have seen of any fatherly feelings on his part, and even this may simply have been a way to obtain the desired leave of absence. Whether Burton became estranged from his family over a particular incident must remain a mystery. The tragedy of his wife's early death, followed by the loss of both his sons, may have embittered him. At the time of his death, Napier C. Burton was completely estranged from his daughters, including his natural daughter Mary Harmar. The people close to him at this time were his servants, his godson, the Reverend George Burton Hamilton, and William Styring King.

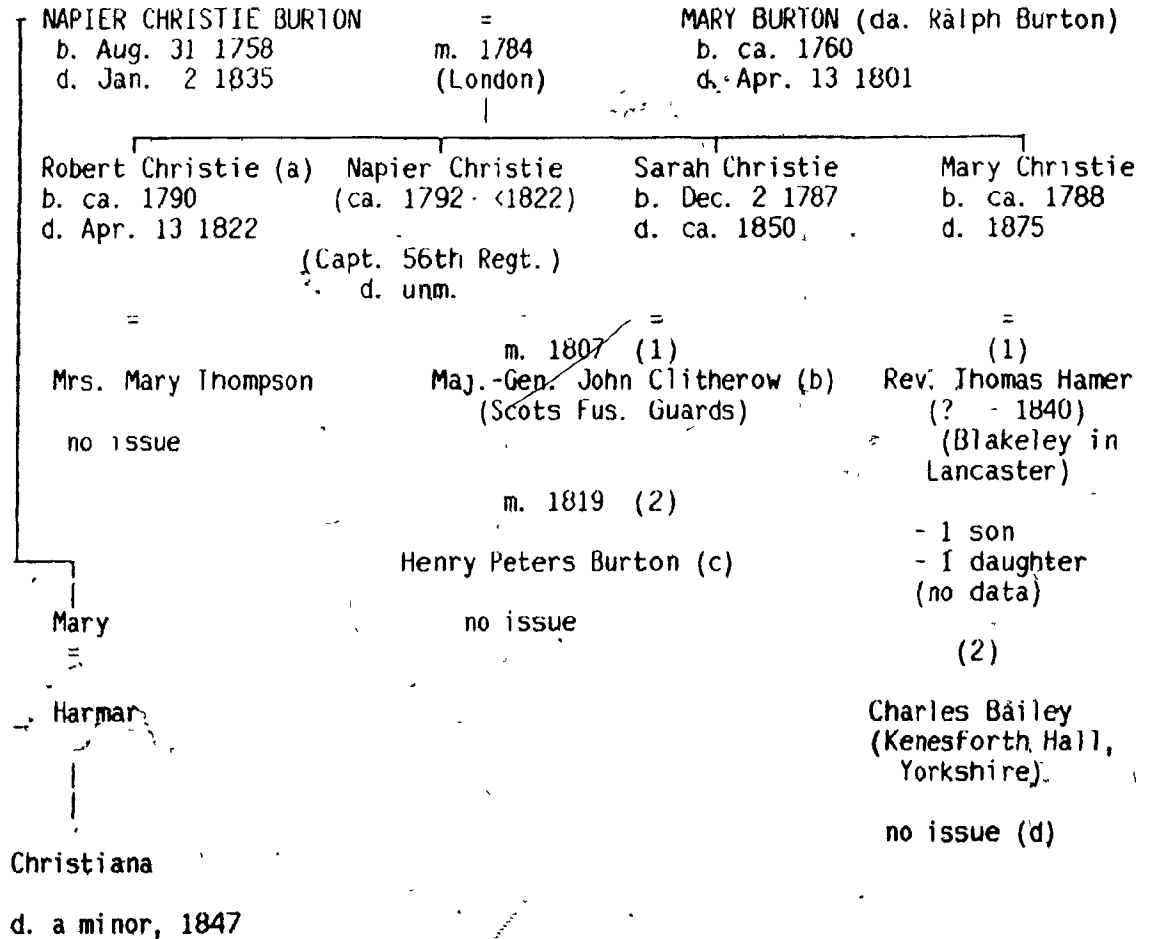
He left all his personal property and the Christie estate (assuming he had the right to devise it, which he did not) to his grand-daughter Christiana Harmar, naming William King's son Henry as a substitute heir. Hamilton was singled out to receive his books of sermons and religion, and his gold repeating watch by Bentley and Becke. His cook, Winifred Hoare, was given the choice of one other watch, all his household linen, and £5. She and the other servants were given three months with expenses before having to leave the house. Mourning rings were left to Lady Hamilton, "the widow of my esteemed friend, the late Sir Ralph Hamilton", George Burton Hamilton, William Henry King, Edme Henry, his land agent, and Mr. Barron. His daughters are mentioned in the will only to forbid them to attend his funeral. Napier C. Burton died January 2, 1835 at his residence in the County of Middlesex, at No. 28, Grove End Road.<sup>171</sup>

Although not his original intention, therefore, Burton's departure from Montreal in 1801 had been permanent. The estate was managed on a temporary basis by Samuel Potts. Both Potts and the notary Edme Henry<sup>172</sup> from Laprairie were given powers of attorney to collect the sums due the estate of Gabriel Christie. In 1803, when Sarah Stevenson Christie died, they were in charge of bringing the inventory of the estate up to date.<sup>173</sup> In 1815 Henry was appointed agent with full powers of attorney. The Christie estate was insignificant compared to Burton's properties in England, which gave him status and even a seat in parliament.<sup>174</sup> Several of Burton's decisions also indicate that the Canadian properties had no personal meaning for him. He

allowed Chambly to be sold for debts; the house in Montreal and its contents were sold once his mother died.<sup>175</sup> If it had not been for the entail, quite possibly he would have sold the seigneuries as well. Since he could not do this, he left their administration in the hands of Edme Henry, and does not appear to have been very concerned with the manner of their management. We have not located any correspondence between Henry and Burton, but he must have received his yearly remittances. Henry retained Burton's confidence since he was also named an executor to his will and received a mourning ring. In that capacity, and as the only executor familiar with the estate in Canada, Henry was able to arrange the sale of the arrears in rent due Burton's estate, at a generous discount, to Alfred Pinsoneault, a family connection.<sup>176</sup> (See also p. 429.) Burton, therefore, was seigneur in name only and his effect as a seigneur was primarily negative, through absence or lack of concern. In particular, the accumulation of arrears throughout his administration, followed by a drive to collect these after his death, had repercussions in the local economy. (This is discussed in greater detail in Chapter 4.) At the local level, Henry was seigneur in all but name, and was therefore the person to be reckoned with. His association with the Christie seigneuries extended throughout his career, from the time he signed deeds of concession for Gabriel Christie in the 1790s to his death on September 14, 1841. Although displaced by the succeeding seigneur and his agent in 1835, as executor to Burton, Henry remained responsible for the collection of arrears and other debts due Burton's estate.

TABLE 5

Napier Christie Burton's Family



SOURCE: Appendix I, Note 1.

<sup>a</sup> Of Hotham Hall, M.P. for Beverly. He was adopted by his uncle.

<sup>b</sup> They may have divorced. A John Clitherow appointed to the Special Council of Lower Canada in 1838 could be the same person.

<sup>c</sup> He takes the name Burton when she becomes heir to the estate, upon the death of Robert in 1822 without children.

<sup>d</sup> They are estranged and separated (against his will) around 1850.

#### 4. William Plenderleath Christie

The third of Gabriel Christie's sons by Rachel Plenderleath, known to us as William Plenderleath Christie, was born in 1780 at which time his father was stationed in the West Indies. We know nothing of his early childhood. He was commissioned into his father's regiment, the 60th (Royal Americans) at an early age, and made Captain on May 29, 1803.<sup>177</sup> He served in Italy, and spent eighteen months garrisoned at the Isle of Madeira, as Assistant Deputy to the Deputy Adjutant-General<sup>178</sup> before he was stationed in Montreal around 1817. Even before this he had been in Montreal to file a suit against his half-brother, Napier C. Burton for his failure to pay him the legacy left by his father. W.P. Christie was appointed provincial military secretary, and later an official of the Indian Department.<sup>179</sup>

In 1820 W.P. Christie was in Bristol to handle the estate of Alexander McGinnis, a trader from Bristol and Domenica. Married to Alexander's sister, Christie was named executor along with his sister-in-law, Mary McGinnis Massey. Together they were administering the sum of £10,511 stg., and he alone controlled the sum of £6,678 stg. left to Alexander's brothers and sisters, who lived in various parts of the United States and Canada. (See Table 6.) John McGinnis and his family, who would play an important role in William P. Christie's life, lived at L'Acadie just north of the Christie seigneuries. In a letter written at this time William P. Christie referred to his wife: ". . . In case of my death it [a small box] is to be delivered to my widow, or to my executrix Mrs. Massey . . ."180 This is the only record we

have of his first marriage. While living in Montreal, however, W.P. Christie maintained his association with the McGinnis family, and in 1833, he was named executor to John McGinnis's will.<sup>181</sup> The following year, he loaned £700 to his nephews Richard B. and William McGinnis,<sup>182</sup> a sum which was not repaid in Christie's lifetime but was transferred to the McGinnis family in his will. (See Table 9.)

In Montreal William Plenderleath lived comfortably in a substantial residence called Clifton Lodge. An advertisement for its sale described it as:

A healthy rural Residence, called CLIFTON LODGE, on the banks of the St. Lawrence, in Quebec Suburb, and within twenty minutes walk of the English Church. It commands a delightful view of the vessels, Isle St. Helene, and shore between Laprairie and Longueuil and has a GARDEN in front of about three-quarters of an Acre containing several Fruit Trees. There are facilities for constructing a Wharf in the deep water just below the Garden, and for erecting a Factory on the spacious Lot or for applying it as Timber Yard or other uses. - The House is in good repair, and the Out-Buildings are nearly new....

(Montreal, January 9, 1837.)<sup>183</sup>

This reveals also one of W.P. Christie's passions--a love of natural beauty which he tried to maintain or create around his residence and properties through gardens and the planting of trees. As well, W.P. Christie owned a farm in Cornwall called Hopeland, and 1200 acres in Ascot township near Sherbrooke.

A devout member of the Church of England, religion was a driving force in William P. Christie's life. Evangelical in his orientation, he devoted much of his time and money to the advancement of missionary causes. In Canada his particular concerns were proselytization among the native people and among the French Canadians. He was instrumental in setting up schools

and missions for the Indians while working in the Indian Department, and assisted the Swiss missionary, Mr. Oliver, who was planning a settlement colony in Lower Canada.<sup>184</sup> He would later use his position as a seigneur to advance the cause of missionary work among the French Canadians in his seigneuries.

In 1835, as the only living male descendant of Gabriel Christie, William Plenderleath inherited his seigneuries. In September 1835, he was anxiously waiting for the letters patent giving him the right to use the name and arms of Christie since he could not assume his role as seigneur until after he had done so. After his petition was granted, the six Christie seigneuries and two farms in St. John's were added to his estate. To this he would add the Papineau house in Montreal, which he purchased in 1842.<sup>185</sup>

At the age of fifty-five; therefore, W.P. Christie found himself a man of property with no heir. In the hope of remedying this situation, he remarried in 1835. His wife was Amelia Martha Bowman, the thirty-year-old daughter of the late Charles Bowman and Martha Flexney, of Montreal.<sup>186</sup> She had seven brothers and sisters in Windsor, Nova Scotia and Upper Canada, but had been born in England. (See Table 7.) Although they did not have any children, Amelia was his friend and travelling companion, sharing his concern for the poor and his support of missionary endeavors.

At the time of his succession to the Christie seigneuries, William P. Christie was still active as a public official. When the Rebellions broke out shortly thereafter, he volunteered his

unremunerated services as military secretary for Lower Canada and part of Upper Canada.<sup>187</sup> Then, he served in the Special Council appointed to administer the province in the absence of an elected assembly from 1838-1841.<sup>188</sup> Christie therefore needed the services of an agent he could trust to manage his seigneuries for him. His choice was his nephew, William McGinnis of L'Acadie. William and his brother, Richard Brodhead McGinnis, had succeeded to their father's trading enterprise, and had acquired the permission to build a grist-mill at Christieville. William became W.P. Christie's trusted confidant in matters relating to the seigneuries and his missionary work.<sup>189</sup>

Their relationship was not one of equals, but it was much more personal than one of employer and employee. Engaged in 1835 for a fixed salary, McGinnis had this changed to a commission of 15% per year, to be paid on the rents and lods et ventes collected in the six seigneuries and the two farms in St. John's, effective March 10, 1836.<sup>190</sup> McGinnis's interests were thereby firmly linked to those of his employer. William P. Christie never regretted placing William in a position of trust. The association was a life-long one for both, and McGinnis's role as agent was followed by that of executor to William P. Christie's will, held jointly with Richard B. McGinnis. Given the long dispute over the legality of William P. Christie's will after his death, and the complexity of some of the legacies, this would continue to occupy McGinnis until after 1874. William P. Christie, admitted openly to his near total dependence on McGinnis:



I thank you for your zeal & diligence in collecting & remitting pecuniary supplies, and otherwise bestowing care, & attention about my seigniorial & other matters; & which I feel to be the more valuable, as I have no one who could or would perform such necessary services for me; & none other, except your Brother in whom I could confide,  
(WPC to WM, May 17 1844) 191

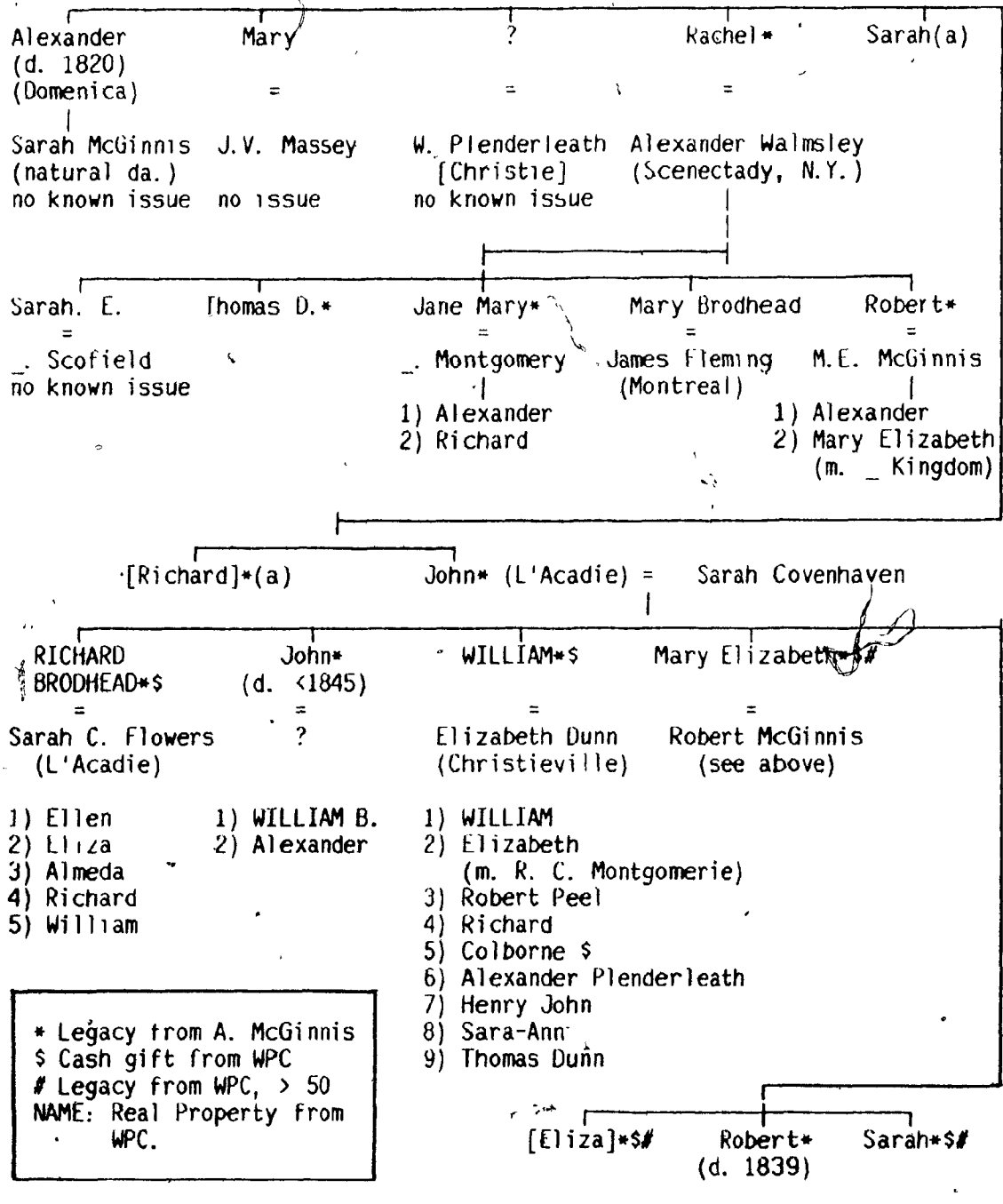
Although Christie had an agent, he was not an absentee landlord who only called for the books once yearly. He felt a personal concern for his censitaires, albeit a patronizing one, and became personally involved in the management of his estate. He made all the major decisions; leaving their practical implementation to McGinnis. Christie was a member of the Agricultural Society of Lower Canada, and professed an interest in agricultural improvements. With McGinnis he discussed the benefits of root crops, which he felt would have saved the animals lost in winter when the snow was deep. He thought it would be better if farmers did not depend totally on hay and straw. He also wanted to try out a new drilling machine, and thought sewing a patch of hemp would be a good way to do so. Small detail also warranted his attention, and with instructions to put the horses in the field near his house he added, "When put to grass, shoes should be first taken off, and (being new) carefully kept." 192

Once his duties on the Special Council were over, Christie moved to his seigneuries. He chose Christieville as the site for his seigniorial manor house, on the domain called Springfield. Built in the early 1840s, this substantial stone building is

surrounded by gardens and set back from the road, and hidden from view from across the Richelieu by fine trees, the same no doubt that he had encouraged McGinnis to plant along the mill wall. Christie and his wife briefly lived a quiet country life there, enjoying the occasional visits of friends, the manor acting as a hotel for personal friends travelling the Richelieu route. In 1842 their household consisted only of themselves and four Irish servants: two single females between the ages of 14 and 45 and two single males between the age of 18 and 21. All were members of the Church of England, and two, therefore Christie and his wife, were born in England.<sup>193</sup> Octavia Bowman lived with them for some time. Missionaries and ministers were particularly well received. Christie befriended the well-known leader of the French-Canadian Missionary Society, Mrs. Feller, and her assistant Mr. Roussy.<sup>194</sup> They had W.P. Christie's blessing to pursue their work in his seigneuries, and established themselves near R.B. McGinnis's farm on the first Grande Ligne in Delery. Christie also built and endowed two Trinity Churches, one in Montreal and one in Christieville. In this project he has the assistance of his friends Mr. Hale and Colonel Wilgress. His relationship with the Anglican Bishop of Quebec, George J. Mountain, however, was strained. Much of his correspondence referred to the problems of satisfactorily setting up the endowment for Trinity Church. In 1843, now paralyzed in one arm, W.P. Christie decided to travel to England to see his old friends, and seek a cure for his disability. While travelling

TABLE 6

The McGinnis Family



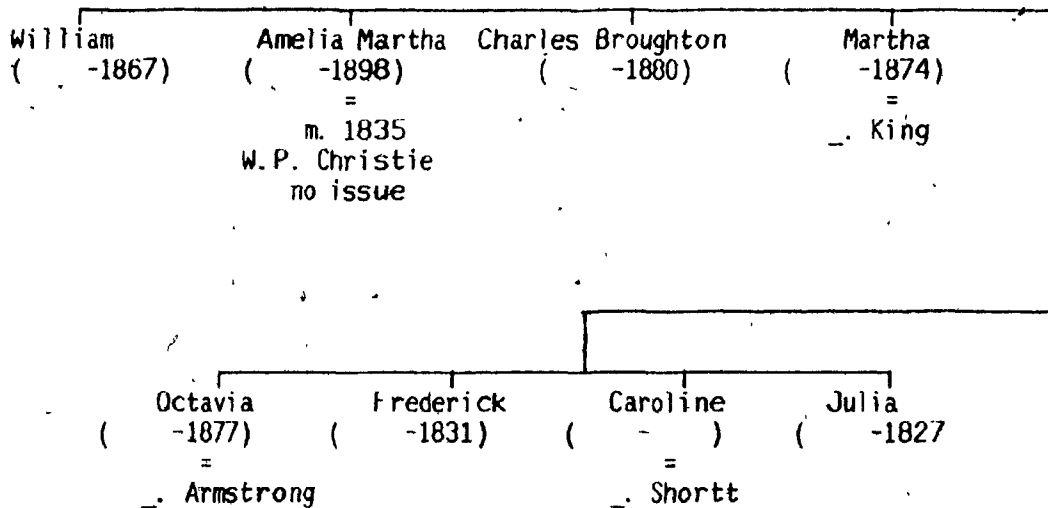
SOURCE: APPENDIX III, Note 1.

<sup>a</sup> Both receive an equal share of Alexander's estate but there is no verification that they are his brother and sister.

TABLE 7  
The Bowman Family

CHARLES BOWMAN

MARTHA FLEXNEY



SOURCE: Appendix III, Note 1.

In England, William P. Christie's dependence of McGinnis was greater than ever before. It was not limited to business matters, but extended to his personal affairs as well. Christie had promised Mary McGinnis Massey to see to the welfare of a certain Charles Darby, and to keep him out of the hands of his father. When this youth got into trouble in England, it was to McGinnis that W.P. Christie sent him, asking him to "meet him with cold severity and manner, & appear to view his return as a kind of transportation crime . . . ."195

In England, William P. Christie had the opportunity to see old friends who received him warmly, especially D. Brice. They received the visit of Colonel and Mrs. Plenderleath, an old army friend (from the 49th). The hope and hopelessness of trying every possible cure for his paralysis--from galvinism to baths--runs through Christie's correspondence at this time. Because he hoped the waters at Blackwood would be beneficial, he travelled to Ireland where, on May 4, 1845, he died.196

W.P. Christie's estate consisted of the Christie seigneuries, and his personal estate. Amelia Bowman Christie, his principle heir and residuary legatee, received the greatest proportion of his personal estate. Of this, £4,200 was to fulfill the terms of their marriage contract. She received only one of the seigneuries, Bleury. The other seigneuries were devised separately to one or more heirs, but each remained indivisible. (See Table 8 and 9.) Two of these legacies were to members of the Gordon family, distant relatives,<sup>197</sup> but obviously of some importance to William P. Christie. Since Lt.-General Gordon was of the 60th Regiment and stationed in the West Indies,

in the years of W. Plenderleath Christie's early military career, it may well be that he had acted as a surrogate father, or befriended the young officer, in much the same way that Frederick Haldimand's regimental friends had helped look after his nephew and that Gabriel Christie had acted in favour of his nephew James.<sup>198</sup> The three remaining seigneuries were left to Gabriel Christie's daughters and their descendents, and to Mary Burton, the younger sister and poor relative in Napier Christie Burton's family. Whether these legacies were by charity, affinity, or based on practical considerations is not clear. Mary Burton was definitely friendly to W.P. Christie and Katherine Robertson seems to have been as well. The Tunstalls, if they were not openly hostile, seem to have had little contact with Christie.<sup>199</sup> In practical terms, these legacies helped forestall contestation of the will. The terms of the will were explicit, as though Christie foresaw difficulties, that:

If any person . . . mentioned in this my last will . . . shall set up or make any opposition to this my last will and testament, or to any part thereof, . . . such person . . . shall forfeit all of his, her or their right and interest under this my said last will and Testament . . .<sup>200</sup>

The strategy was successful, and the will was ratified by all of the heirs, although more reluctantly by the Tunstalls than the others.<sup>201</sup> They also removed the agency of their seigneury, Lacolle, from McGinnis, placing it instead in the hands of Henry Hoyle, in the form of a lease agreement which made him its seigneur usufructier.<sup>202</sup> Delery would also be removed from McGinnis's agency, but not at this time.<sup>203</sup> Noyan, Sabrevois and

Bleury remained under McGinnis's administration, as would the properties belonging to William P. Christie's personal estate inherited by Amelia B. Christie. This included all of his purchased properties, what had been the domain farm in Lacolle, Lakefield in Delery, and Springfield in Bleury. The executors of W.P. Christie's will were also responsible for the property Christie held as executor of Mary Massey's will. In his will William P. Christie disposed of each individual property and his shares in the Bank of Montreal and in the British American Land Company. Some of his major legatees received their inheritance for themselves and their heirs, but to others, the legacy was personal and substitute heirs were named in the case of default. The devises to the first named legatees are summarized in Table 9. The McGinnis family figured prominently, (partly because of Mary Massey's estate), and several legacies were left to the Bowman family.

The third component of W.P. Christie's will was his cash gifts, legacies of £50 each in all but one case, to be paid out of the arrears in rent due his estate, in a specified order. The recipients were those named in Table 10. The order and list are an interesting commentary on his priorities. Two charities were to receive their payments before any of the family and friends-- the English Hospital and the Benevolent Society. These were the only contributions he made, that we know of, to causes which were charitable rather than missionary. Then came the payments to the Tunstall, Robertson, McGinnis and Bowman families, and to friends in Canada and in England. After this the balance remaining was to be divided equally between ten named missionary societies.

From the terms of Christie's will, one would not expect the succession of 1845 to have a great effect on the censitaires of the seigneuries. The smooth transition from W.P. Christie to his heirs, however, was greatly assisted by the fact that he had been planning his succession from the beginning, and the boundaries between the seigneuries were established accurately while he lived. The old domains were surveyed and donated before his death. There were no loose ends to precipitate legal disputes between his heirs. (See Chapter 4 for more detail.) As fully granted seigneuries divested of their mill sites and domains they required little in the way of management or capital investment and were rent-producing investments.

After his death, Amelia Bowman Christie returned to the seigneurial manor in Christieville where she remained until 1854. There she had, for some time at least, the company of her sister Olivia, her brother William and some of their nieces and nephews. Olivia, her husband Reverend George Armstrong (from Honduras) and their three children (John, age 4, Marie Amelia, age 3, and William, age 1) lived in a house near the church and the seigneurial manor. Nearby was Miss Elizabeth Flemming, a 40-year old spinster, born in Scotland, who lived in a small house owned by Mrs. Christie. In her household Amelia Bowman Christie had one Irish Catholic female servant aged 20, her unmarried brother William, and Frederick and Caroline Shortt, aged 9 and 7 (her sister Caroline's children).<sup>204</sup> Around this time Octavia moved to Ontario, and this may be when Amelia decided to return to England. In 1854, she settled in an "elegantly furnished" house



on Cavendish Crescent in Bath, near her Bristol friends.<sup>205</sup> Her Canadian property remained in the hands of McGinnis and his son Robert, who succeeded him as seigneurial agent. She also made special arrangements with her brother William with regard to the farm domaines in Bleury and Lacolle.<sup>206</sup> Her ties with the seigneuries were severed in 1865 when the contents of Springfield were auctioned off (bringing in £350 total receipts).<sup>207</sup> In her correspondence with McGinnis her chief concern was the legal case to break the will. The publicity this gave her dead husband's illegitimate status, socially less acceptable in 1874 than it had been in 1780, also troubled her.

Of the other heirs, Mary Burton was by far the most voluminous correspondent.<sup>208</sup> She wrote to McGinnis about everything, from her personal difficulties to the main newsworthy events of the year such as the 'Annexation Manifesto', the famine in Ireland, and the loss of ships at sea. She took particular pleasure in revealing family gossip, and obviously resented the fact that she was so poor when so many of her relatives were rich. The money from the seigneuries never came soon enough and it was never enough. The fear of losing even this to the various claimants to the estate hung over Mary constantly. Although crammed with information, her letters are difficult to decipher, largely because she referred to people by their first names or initials only, and also because they are not dated and have not been arranged in chronological order. Most of her correspondence relates to the period after 1854.

Colonel E. J. Cleather who, as Catherine Anne Gordon's husband, had control of her estate, wrote to McGinnis much less

frequently, but often to the same intent as Mary Burton.<sup>209</sup> Payments were insufficient and too irregular; arrears were allowed to accumulate. (See Chapter 4.) Most of his letters were written after the period studied.

We are left with the impression that after 1845, the personal interest of a land-owner in his land and its development is gone from the seigneuries. They had become impersonal sources of revenue, known only indirectly through an equally unknown agent, William McGinnis. After this time, therefore, the seigneur was no longer a personal force in the regional economy or society. Seigneurial tenure, as the basis of the agent's power to act, and of the rights which produced the revenue collected, however, remained important. With this personal interest gone, the seigneurs were unlikely to object to any changes in the system which did not affect revenue, even commutation. For the seigneur-rentiers which Christie's heirs had become, collections after the commutation of 1854 continued much as before. If Christie's intention in purchasing seigneuries was to provide his family with security and revenue over a long-term, his intentions were realised.

TABLE 8

The Heirs to the Christie Seigneuries in 1845

---

Bleury	Amelia Bowman Christie (ABC), widow of W.P. Christie
Sabrevois	Catherine Anne Gordon (CAG), wife of Col. J. Cleather, da. of Gabriel Gordon, niece of Gabriel Christie
Noyan	Mary Christie Burton (MCB), da. of N.C. Burton, ma. Mr. Hamer, ma. Mr. Bailey
Delery	Robertson Heirs: Katherine Christie Robertson, da. of Gabriel Christie, and her das. Amelia and Mary Robertson, and, Mary Elizabeth Tunstall, grand-daughter of G. Christie
Lacolle	Tunstall Heirs: Gabriel and James M. Tunstall, sons of Sarah Christie Tunstall, grand-children of G. Christie, and Gabriel the Younger, the great-grand-son, of G. Christie
Repentigny	Gordon Heir: the eldest son of David Gordon, the grand-son of Lt.-Gen. Gabriel Gordon who is G. Christie's nephew

---

SOURCE: PAC, MGB F99.9, 1, 26-58, Will of WPC, Jan. 13, 1845.

TABLE 9

## William P. Christie's Personal Estate, Description and Heirs

Property:	Value in £:	Heir:
Household goods in Clifton Lodge	unknown	A.B. Christie
Bank of England Stock (per m. contract)	4,200	A.B. Christie
Sums at Interest with Samuel Hatt	1,650	A.B. Christie
Residue of Personal Estate, purchased lands, domains and mills	[10,000] <sup>a</sup>	A.B. Christie
City Bank Shares, (6) or £150	150	Charles Darby
Stone House on St. Paul St. (b) (adjacent Trinity Church)	unknown	Child/
Bank of Montreal Shares (9) £50 ea	450	Bowman Sisters <sup>c</sup>
Debts owed by R.B. and Wlm. McG	850	McGinnis Sisters <sup>d</sup>
Hopeland Farm, proceeds of sale	unknown	McGinnis Sisters
British North American Land Co. Shares with interest	unknown	McGinnis Sisters
Bank of Montreal Shares (4)	200	W. B. McGinnis
Delery Sawmill, 4 A. land	unknown	W. B. McGinnis
Bleury Sawmill, 6 A. land		W. B. McGinnis
Christieville Mill Site, Grist-mill		R.B. & Wlm. McGinnis
fort Farm near St. John's		Alex. Walmsley
Richelieu Hamlet, near St. John's		Alex. Montgomerie
Bank of Mtl. Shares (49), with interest until transfer	2,450	Massey Heirs <sup>e</sup>
Clifton Lodge, Water St. with cottage and garden		Amelia Robertson
Napierville Glebe and School		Bishop of C.ofE.
Eastern Township Land, Ascot Twsp. 900 Acres <sup>f</sup>		Bishop of C.ofE.

SOURCE: Will of WPC.

<sup>a</sup> The property in Christieville alone was estimated at £9,475 for tax purposes in 1857. Since there was property in Sabrevois, Delery and the mill reserve at Lacolle, this is a conservative estimate.

<sup>b</sup> This refers to the Papineau House.

<sup>c</sup> Caroline Shortt, Martha King and Octavia Bowman.

<sup>d</sup> Jane Montgomerie, Mary E. Wakefield, Sarah and Eliza McGinnis.

<sup>e</sup> This money was held in trust for the heirs of Mary Massey: £450 for Jane Montgomery, Sarah Scofield, Mary E. Wakefield, Sarah McGinnis, and Eliza McGinnis; and, £200 for William B. McGinnis.

<sup>f</sup> This land was granted to the Bishop between the will and the codicil.

TABLE 10

W.P. Christie's Cash Legacies to be paid from Arrears in Rents

A. Charities

The English Hospital, Montreal- £ 50  
 The Benevolent Society, Montreal- £ 25

B. Family and Friends  
 £ 50 Each in Order of Payment

1. Katherine Christie Robertson<sup>a</sup>
2. Mary Robertson<sup>a</sup>
3. Amelia Robertson<sup>a</sup>
4. Mary E. Tunstall<sup>a</sup>
5. Children of James Tunstall<sup>a</sup>
6. Gabriel Tunstall, Sr.<sup>a</sup>
7. Gabriel Tunstall, Jr.<sup>a</sup>
8. Miss Hall of Montreal<sup>b</sup>
9. Mrs. Forbes of Sabrevois<sup>c</sup>
10. Miss C. Christie of Wolwich<sup>d</sup>
11. Mary Burton Christie<sup>a</sup>
12. Jane Montgomerie<sup>e</sup>
13. Mary E. Wakefield<sup>e</sup>
14. Sarah McGinnis<sup>e</sup>
15. Eliza McGinnis<sup>e</sup>
16. Colborne McGinnis<sup>c</sup>
17. Caroline Bowman Shortt<sup>f</sup>
18. Martha Bowman King<sup>f</sup>
19. Octavia Bowman<sup>f</sup>
20. Mr. & Mrs. Murray<sup>d</sup>
21. Mrs. Kelly late of the 24th Reg.
22. Richard McGinnis Esq. of L'Acadie<sup>g</sup>
23. William McGinnis Esq. of Christievillie<sup>g</sup>
24. Charles Bowman Esq. of N.S.<sup>h</sup>
25. William Bowman Esq. of N.S.<sup>h</sup>
26. Jeffery Hale Esq. of Quebec<sup>h</sup>
27. Revd. Thomas Sims, Winchester
28. Beaumont Byers, son of Rev. S. Byer
29. T. Durbin Brice, near Bristol<sup>i</sup>
30. Mary & Elizabeth Gray, das. of John Gray, Lower  
 Crescent, Clifton Eng.
31. G.W.P. Atkinson<sup>j</sup>
32. Rev. William Dawes

TABLE 10, cont.

C. Missionary Societies  
The residue to be divided equally.

1. London Society for promoting Christianity among Jews
  2. Church Missionary Society
  3. Prayer-Book and Homily Society
  4. Reformation Society
  5. The Lords Day Society
  6. Protestant Association
  7. Pastoral Aid Society
  8. London Female Mission
  9. Newfoundland & British North America Society
  10. Colonial Church Society
- 

SOURCE: Will of WPC.

<sup>a</sup> Also a major heir. See Table 8.

<sup>b</sup> A mutual friend of Amelia Robertson and WPC.

<sup>c</sup> The daughter of Margaret Bell and Daniel Cameron, Ingary, married John Forbes. This is probably a reference to her. See Table 1.

<sup>d</sup> The identity of this person cannot be determined.

<sup>e</sup> See Table 6, the McGinnis Family.

<sup>f</sup> son of William McGinnis. He has special status because he is WPC's god-son.

<sup>g</sup> See Table 7, the Bowman Family.

<sup>h</sup> Named executor of WPC's will.

<sup>i</sup> One of WPC's oldest friends, and most enduring friends. He is referred to as an executor in 1820, and continues to be in contact with Amelia B. Christie even after WPC's death.

<sup>j</sup> This is WPC's namesake, George William Plenderleath Atkinson, named after Mrs. Atkinson's "dear & much esteemed friend" in the hope that he will follow his Christian example. See A. F. Atkinson to WM, St. Catherines, Jan. 8, 1846, PAC, MG 8 F99.1, 1, pt. 1, 3668.

## NOTES TO CHAPTER ONE

<sup>1</sup> Extracts from the Records of the Royal Burgh of Stirling, 1519-1752. 2 vols. (Glasgow: Printed for the Glasgow and Stirlingshire and Sons of the Rock Society, 1887, 1889.)

<sup>2</sup> Burke's Landed Gentry, "Christie of Durie", hereafter Burke's.

<sup>3</sup> Ibid.

<sup>4</sup> Burke's; Thomas M. Devine, The Tobacco Lords: A Study of the Tobacco Merchants of Glasgow and Their Trading Activities. (Edinburgh, John Donald Publishers, Ltd., 1975.)

<sup>5</sup> S. S. Bradford, ed., "Sidelights: Four Daniel of St. Thomas Jenifer Letters", Maryland History Magazine 56 (1961): 291-295. Jenifer, although a native, was obviously a friend of the two brothers, giving them assistance locally while obtaining an idea of the market from them. The evidence regarding the identity and the relationship between the London merchant and his Baltimore representative is contradictory if Burke's is correct in stating that James, Gabriel's father, died in 1745. One of the Jenifer letters, dated 1766, addresses "Messr Robt & Jas; Christie, Merchts, London" and states "I will assist your son & Brother all that I can in a collection this summer." (p. 294) He refers, presumably, to James Christie Junior, Gabriel's brother, who died in 1767 (Burke's). The same year, 1766, Robert and James Christie appear on a list of customers for the new London Bank of Prescotts, Grote, Culverden & Hollingworth. J. M. Price, Capital and Credit in British Overseas Trade, (Cambridge, Mass.: Harvard University Press, 1980), 70-71.

<sup>6</sup> Price, ibid.

<sup>7</sup> Burke's.

<sup>8</sup> He married Mary Milligan of Maryland in 1772. (Burke's.) He owned a property in Baltimore, according to P. A. Crowl, (Maryland During and After the Revolution (Baltimore, 1943), pp. 48-9, 66) and had bought a lot in Joppa near the inspection house in 1762 (Maryland Historical Magazine 53 (1958), pp. 53-54). See also Lorenzo Sabine, Biographical Sketches of Loyalists, 2nd ed., 2 vols. (Boston, 1864), p. 312; and D. C. Skagga, Roots of Maryland Democracy, 1753-1776 (Westport, Conn: Greenwood Press, 1973), p. 156. His expulsion follows the interception of a letter addressed to his uncle, Gabriel Christie, commander at Antigua at the time. In it he expressed the opinion that the loyalty of the people might best be assured by the presence of British troops.

<sup>9</sup> Burke's.

10 Ibid.

11 Ibid.

12. William Anderson, The Scottish Nation, (London: A. Fullarton & Co, 1863), vol. III, p. 237; The Scots Peerage, (Edinburgh: David Douglas, 1909), vol VI, pp. 402-439. The latter is the most satisfactory. All concentrate on the line of descent of Lord Napier. Other branches of the family are included in Priscilla Napier's account, A Difficult Country. The Napiers in Scotland. (London: Michael Joseph, 1973). The writings of various family members can also be consulted. These include The Life and Letters of Lady Sarah Lennox, 1745-1826, ed. by the Countess of Ilchester and Lord Stavordale, 2 vols, (London: John Murray, 1901); Maj-Gen Elers Napier, The Life and Correspondence of Admiral Sir Charles Napier, K.C.B., 2 vols, (London: Hurst and Blackett, Pub., 1862); and Mark Napier, Memoirs of John Napier of Merchiston, (Edinburgh: William Blackwood, 1834). Merchiston Hall, the family home, was located near Edinburgh. A reversal in family fortunes caused it to be sold, but it was repurchased by Francis, Fifth Lord Napier, the contemporary of Gabriel Christie. David Hume was hired to teach Lord Napier's children at Merchiston. In 1743, Lord Napier served under the Earl of Stair in the allied army and in 1761, he was lord of police. Having personally financed a survey for the canal between Forth and Clyde, he stimulated the economy of the area, but left his family with a debt of £10,000 sterling which forced his heir to resell Merchiston.

13 Prior to 1766 the price could vary. That year they were fixed as follows (in £ stg):

Ensign	400
Lieutenant	550
Captain	1,500
Major	2,600
Lt.-Col.	3,500

E. Robson, "Purchase and Promotion in the 18th Century," History, 37 (1951): 57-72, is particularly concerned with the negative effects and abuses of the system of purchase. Other authors point out, however, that for the colonel investing money to recruit a regiment, or paying for his commission, it was necessary to allow him to recoup his losses at retirement. See H. C. B. Rogers, The British Army of the Eighteenth Century. (New York: Hippocrene Books, 1977), p. 54.

14 E. Hughes, "The Professions in the 18th Century," Durham University Journal, 13, (1952), p. 3.

15 It was also possible to go through an agent or broker. In 1739, John Calcraft acted for 36 regiments. Hughes, "The Professions", p. 51.



16 J. H. Plumb, "The new world of children in eighteenth-century England," Past and Present, 67, (May 1975), p. 71 points out that the number of facilities and the emphasis on education was increasing steadily after 1700. For the army, the curriculum of one school included various mathematics and surveying. Military academies were not common early in the century and Woolrich was not founded until 1800. Hughes, "The Professions", p. 51, states it was mid-century before it had become common practice to send sons destined for the army to Caen. Christie had learned surveying, not all that common a skill at the time. Maps he surveyed can be found in the British Museum. (Correspondence of William Pitt when Secretary of State with Colonial Governors and Military and Naval Commissioners in America, Edited by Gertrude Selwyn Kimbal, 2 vols. (New York: The Macmillan Company, 1906), hereafter Pitt Correspondence, Vol. 1, 95n.) E. Robson, points out that so few officers were capable of making "sketches of country" that those who could were advised to send their names to headquarters. "Purchase and Promotion", p. 71. Christie was also good with accounts. (See his correspondence with Haldimand while stationed in Antigua in the Haldimand Papers, Public Archives of Canada (hereafter PAC), MG 21, B.71, 196-204.)

17 W. C. Ford, comp., British Officers Serving in America, 1754-1774, (Boston, 1894), p. 26.

18 The son of a respectable army officer, he was made Brigadier in North America for the Louisbourg expedition although still a junior officer. As the "hero" of Quebec he has captured the imagination and has had several biographers. For a resumé of his career and sources, see C. P. Stacey, "James Wolfe", Dictionary of Canadian Biography, III, 666-674, hereafter DCB.

19 The son of a barrister, Amherst owed his promotion to "Major-General in America" to Ligonier, the Commander-in-chief. DCB, IV, 20-26.

20 The 60th was prominent during the Seven Years War. Several accounts of the regiment exist, but the most complete is The Annals of the King's Royal Rifle Corp [60th] by Lewis Butler and Sir Stewart Hare, (6 vols, London: Smith, Elder & Co., 1913-32.) Vol. 1, The Royal Americans is the most useful for the period of the Seven Years War. For a complete list of officers, see N. W. Wallace, A Regimental Chronicle and List of Officers of the 60th or the King's Royal Rifle Corps, Formerly the 62nd, or the Royal American Regiment of Foot. (London: Harrison, 1879).

21 The 48th was later renamed the Northamptonshire Regiment, but Webb's Regiment was known as the Royal Anglian Regiment. J.R. Harper, The Fraser Highlanders, (Montreal: The Society of the Montreal Military and Maritime Museum, 1979), p. 76.

22 Peter Young and J.P. Lawford, eds., History of the British Army, (London: Arthur Barker Limited, 1970), p. 51. For eyewitness accounts of the campaign, see Military Affairs in North America, 1748-1765, ed. by Stanley Pargellis, (Archon Books, 1969).

23 "Anonymous Letter on Braddock's Campaign, Will's Creek, July 25, 1755" in Military Affairs, pp. 112-124. The editor believes that the author may have been Gabriel Christie, partly because of the knowledge of a quarter-master's duty demonstrated, and because it was written by the same scribe as St. Clair's letter. Christie assisted St. Clair in this expedition and had his support.

24 Military Affairs, p. 107.

25 Historical Society of Pennsylvania, vol. 5, 362-3, n.5.

26 Stewart, Charles H., comp. The Service of British regiments in Canada and North America, a resumé. (Ottawa: Department of National Defense, Library Publication no. 1, 1962).

27 Hakett's Orderly Book, cited in Pargellis, Military Affairs, pp. 122-3.

28 According to Loudoun, he authorized, at the suggestion of Christie, the purchase of 50 wagons and horses at a cost of £2,500. The usual cost was £6 per day for a wagon, horse, stables, and drivers. At the end of the summer, Christie estimated that for £1021 over the initial cost they had done work equal to £2,500 at the old rates. Military Affairs, 297-8.

29 Loudoun to Cumberland, Albany, Oct. 2, 1756, in Military Affairs, p. 234.

30 !Endorsed! List of Commissions granted by the Earl of Loudoun; from December 1756 to April 1757, in Military Affairs, p. 333.

31 Pitt Correspondence, I, n.95.

32 For a description of manorial society in Colonial New York, see David Maldwyn Ellis, Landlords and Farmers in the Hudson-Mohawk Region, 1790-1850, (Ithaca, N.Y.: Cornell University Press, 1946) and Sung Bok Kim, Landlord and Tenant in Colonial New York Manorial Society, 1664-1775, (Chapel Hill: University of North Carolina Press, 1978). The mixing of military and aristocracy is evident from the number of marriages between the two groups. Thomas Gage married the daughter of Peter Kemble, an associated family (DCB, IV, 330) and Peter Warren, an Irish protestant admiral married Susannah DeLancey. Julian Gwyn, The Enterprising Admiral: The Personal Fortune of Admiral Sir Peter Warren (Montreal, McGill-Queens, 1974).

33 Arthur Granville Bradley, The Fight with France for North America (Westminister: Archibald Constable and Co. Ltd, 1902), p. 315, 324.

34 A. S. Everest, Moses Hazen and the Canadian Refugees in the American Revolution (Syracuse, N.Y.: Syracuse University Press, 1976). He states that they met at the siege of Quebec, but does not support this with evidence (p. 16). Their paths could also have crossed at Fort Edward in 1756 when Hazen was there as a volunteer, or at Halifax and Louisbourg where he was a 1st Lieutenant in a company of Rangers (pp. 4-6). Hazen and Christie's association is discussed in more detail in Chapter 2.

35 Amherst, Jeffery, The Journal of Jeffery Amherst, Recording the Military Career of General Amherst in America from 1758 to 1763, edited by John Clarence Webster (Toronto and Chicago, [1931]), pp. 155-6.

36 Ibid, pp. 155-6. Gage and Amherst had each assigned Bradstreet and Christie to the similar duties as quarter-master general in the Albany area, which had created a conflict of interest between them, with Bradstreet determined not to have his control undermined by Christie. William G. Godfrey, Pursuit of Profit and Preferment in Colonial North America: John Bradstreet's Quest (Waterloo, Ont.: Wilfred Laurier University Press, 1982), pp. 145-148.

37 Ibid (June 11, 1760), p. 210; Pitt, II, 307.

38 Ibid (Sept. 8, 1760), p. 246: "Maj Christie & Lt Prenzel arrived from Col Haviland. He is within 1 day march of Longueuil where Maj Christie thinks Maj Rogers may be arrived."

39 Norman Macdonald, Canada: 1763-1841. Immigration and Settlement: The Administration of the Imperial Land Regulations (London: Longmans, Green and Co., 1939); pp. 42-45. The land would be free of quit-rents for ten years and the amount would depend on rank:

Field Officers.....	5,000 Acres
Captains.....	3,000
Subalterns.....	2,000
Non-commissioned officers	200
Privates.....	50.

Also, the seigneuries of Murray Bay and Mount Murray were granted to John Nairne and Malcolm Fraser, a total of 5,000 acres.

40 Half-pay was the method used to maintain a reserve to fill vacant commissions at the next conflict. It was less expensive than buying back the commissions.

41 They were conditioned to associate land with wealth and status, but it was also because Scotland's economy was not strong and it had become an area of outward migration. Macdonald estimates the number of Scot settlers arriving in the colonies after the war at between 20,000 and 45,000. (Immigration and Settlement, p. 2.) Daniel Defoe saw the loss of the court as part of the reason, but also thought that the Scots had a tendency to wander. (J.A. Downie, "Eighteenth-Century Scotland as seen by Daniel Defoe," Eighteenth-Century Life 4 (Sept. 1977): 8-12.) Before 1815, as Bumsted points out, the emigration was voluntary. J.M. Bumsted, "Scottish Emigration to the Maritimes, 1770-1815: A New Look at an Old Theme," Acadiensis 10 (Spr. 1981), p. 66.

42 Macdonald, Immigration and Settlement, p. 49.

43 Great Britain, Privy Council, Acts of the Privy Council of England: Colonial Series 1613-1783, vol. VI, 1786-1783, pp. 63-4. Christie and Stephenson received Lot 49, 22,000 acres near the Great Bay of Hillsborough. Captain Stephenson could have been a member of Christie's wife's family, but this has not been verified.

44 GB, Hist. MSS. Commission, Dartmouth, II, 602, Desbrisay to Dartmouth, 20 May 1773. He suggests that he purchase a lot on the Island of St. John, and tells him that Christie has offered to sell his and act as agent for the purchase and management.

45 PAC, Report, (1918), p. 37. (Jan. 14, 1761).

46 Jean N. McIlwraith, Sir Frederick Haldimand. Vol. 6, The Makers of Canada. (Toronto: Morang & Co. Ltd., 1904). He did not receive any permanent promotion at this time, but became Governor of Canada from 1778-1784. See also, DCB, IV, 793-794.

47 I have relied heavily on S. M. Scott, "Civil and military authority in Canada, 1764-1766," CHR, 9, (1928), 117-136, on the question of rank and seniority and for the Murray-Burton quarrel as his is the most detailed, objective study on the subject. The question is treated briefly in Hilda Neatby, Quebec: The Revolutionary Age, 1760-1791 (Toronto: McClelland and Stewart Limited, 1966). Michel Brunet, Les Canadiens après la Conquête (Montreal: Fides, 1969) is a general study of the period. G.P. Browne, "James Murray," DCB, IV, 569-578, is a useful introduction to Murray's governorship but does not treat the quarrel with Burton in detail.

48 Wallace, N. W., Regimental Chronicle, p. 68.

49 C.P. Stacey, "Jeffery Amherst", DCB, IV, 20-26.

50 A member of the New York aristocracy, Johnson acquired vast land-holdings in New York. The leading colonial authority on Indian relations, he was named superintendent of the Northern Indians. He was given a much freer hand under Thomas Gage than under Amherst. He has been the subject of several biographies; and some of his own papers are published. Sources for his role as superintendent are given in "Sir William Johnson," by Julian Gwyn, DCB, IV, 394-398.

51 "Pontiac", DCB, III, 525-531. An Ottawa war chief who was largely responsible for instigating the uprisings, and who laid siege to Detroit, Pontiac is the name usually associated with the series of incidents which occurred, although several bands and war chiefs were involved. Detroit was under the command of Henry Gladwin at the time. (DCB, IV, 297) Alexander Henry was present at Michilimackinac at the time and an account of that massacre is given in his Travels and adventures in Canada and the Indian Territories, between the years 1760 and 1776. (New York, 1809). Fort Presqu'ile was surrendered to the Indians by Ensign John Christie [who could have been Gabriel Christie's brother] (Butler, Royal Americans, 145).

52 He was discredited for trying to make peace with the Indians and although he did not lose his commission as deputy Q.M.G. in Albany, his expenditures and responsibilities were reduced to insignificance. DCB, IV, 83-86.

53 "Extracts of Letters from Major Genl Gage to Brigr Genl Burton", PAC, Sharpe Papers, MG 23 I 13, vol. 1, folio 29.

54 "The Orders of the Generals and Commanding Officers to Impress for HMS", *ibid*, 28. Gage certifies to having issued such a warrant from 1760 to 1763, and Burton, in 1763 and 1764.

55 *Ibid*, 29, Gage to Burton, Jan. 9, 1764, "Extracts".

56 *Ibid*.

57 The Masères Letters, 1766-1768, edited by W.S. Wallace (Toronto: Oxford University Press, 1919), 47n. Masères however, was not an impartial witness. In 1767 he supported Knipe's case and hoped that Knipe's appeal against Christie would be successful (p. 61). See also, DCB, IV, s.v. "Walker, Thomas," (pp. 758-9) for a summary of what is referred to as the Walker Affair.

58 In his memoir, Major P. Murray writes that the 28th Regiment had to be replaced in Montreal because it was "in a state of mutiny on account of the cruelty of Mr. Walker a justice of the peace, in refusing to quarter the families of the soldiers on the inhabitants after a fire where upwards of 100 houses were burnt." Butler, Royal Americans, p. 296.

59 The name was a frequent one in army lists. The one associated with Christie was from Glendarouell in Argyllshire, Scotland and later became a Colonel, and a Superintendent of the Indians. (Quebec Gazette, July 2, 1795.) He was with the 43rd (later the 42nd) during the Seven Year's War, transferred to the 27th in 1762, and retired at half-pay in 1767 (DCB, IV, 129-131). He married Marie-Anne, the daughter of Lacorne St. Luc, a prominent military figure of the period.

60 Scott, "Civil and military authority", p. 131.

61 Ibid, p. 133.

62 Quoted by Scott, Ibid, p. 133-4.

63 Two separate cases are involved but they are almost identical. The first is a joint action by Knipe and Le Quesne and the second by Knipe alone. The cases are summarized in Privy Council, Acts Colonial Series, vol. V, 121-2, Item 55.

64 PAC, Sharpe Papers, MG 23 I 13, vol. 1, "Additional Papers", folio 21.

65 Ibid, folio 27. His attorney, William Conynham, was suspended by Murray for having taken down Thomas Walker's protest (Mar. 14, 1766) and his replacement, Thos. Hall, was ill on the day of the hearing.

66 The amount of damage assessed was £ 3,533.4.6 and £ 2,574.4.6 totalling £ 6,107.9.0 New England currency. At this particular time, 1764-1777, the legal exchange has been set at \$1.00 = 6 shillings, the same as New England. The values given in the text are the equivalent value in Halifax currency, used throughout, where \$1.00 = 5 shillings, or 1.2 times the value. The Supreme Court ruling was on Sept. 14, 1765, the Appeal, on Dec. 29, 1766, and the Privy Council Judgement, on June 13, 1768.

67 The pamphlet referred to is "The Trial of Daniel Disney," (Quebec, 1767) and was written from notes by Masères. The accusation was never carried any further, and the editor of the Masères Letters concludes that Gabriel Christie's name was included erroneously. The identity of the offenders remains a well-guarded secret. Masères Letters, n. 50.

68 At the time of his death, he was survived by a daughter and a son. (DCB, III, 90.) The daughter, Mary, survived her brother, and was Burton's sole heir. She married Christie's son, Napier, which is why he took the name of Burton.

69 Scott, "Civil and Military Authority," pp. 131-2.

70 J. W. Fortescue, The British Army, 1783-1802. (London: Macmillan, 1905), p. 7.

71 In the case of Bradstreet, Godfrey writes that his duties "were financially rewarding and indeed increased his political and economic importance in the Albany region . . ." (DCB, IV, 85.) In Profit and Preferment, pp. 150-152, however, he proceeds more cautiously, indicating that the impression left by studies such as Charles R. Canedy's "An Entrepreneurial History of the New York Frontier, 1739-1776" (Ph. D. Thesis, Case Western Reserve University, 1967), and contemporary rumours were not necessarily founded, but he cannot refute Canedy's findings regarding political manipulation, and suggests that Bradstreet used departmental expenditures to create a "coterie of friends and allies in Upper New York" (p. 152). During the Seven Years War, the Q.M.G. was reputed to have made a large fortune by various unsavory practices such as not paying for carriages and drivers who died during the war, but charging the expense; of buying meat at top prices for the record, but actually buying the lowest quality at lower prices; and, in sending labour to cut timber for firewood, charging for cords of wood, but actually disbursing a pittance for the labour and nothing to the proprietor. See Thomas Mante, The History of the Late War in North-America and the Islands of the West-Indies (London: W. Strahan, 1772), pp. 330-2.

72 Montreal, Sept. 12, 1776, cited in C. T. Atkinson, ed., "Some Evidence for Burgoyne's Expedition", Society for Army Historical Research, Journal 26 (1948): 93.

73 The Correspondence of General Thomas Gage with the Secretaries of State, and with the War Office and the Treasury, 1763-1775, edited by Clarence Edwin Carter (2 vols, New Haven: Yale University Press, 1933), II: 346, New York, April 30, 1766.

74 Ibid, Gage to Barrington, Sept. 13 and Dec. 21, 1766, pp. 373; 400-1. Christie appears on the "List of General and Staff Officers..." from Dec. 25, 1764 to June 24, 1765 (p. 300). Gage wrote that he "never could know upon what footing those Officers served". (Nov. 9, 1766, p. 389.)

75 Ibid, p. 503, March 29, 1769.

76 Ibid, pp. 507, 512, 522 (Letters of May 12, June 10, Sept. 9, 1769).

77 Ibid, p. 522.

78 Ibid, p. 503.

79 Hayes, James, "The Purchase of Colonelcies in the Army, 1714-1763." Society for Army Historical Research, Journal 39 (1961): 3-10.

80 Godfrey, Profit and Preferment, p. 149.

81 PAC, MG 23 K22, GC to Kemble, Quebec, July 31, 1789. At the death of General Hope which left a vacancy in the upper ranks, Christie wrote: ". . . there is an opening for your pushing to obtain Justice to yourself and I shall most sincerely wish success in everything that may prove agreeable to you." At that time Kemble was Lt.-Col. in the 60th.

82 The lots were granted on July 23, 1767, in a large lottery. Privy Council, Acts Colonial Series, V: 63-4.

83 Wallace, Regimental Chronicle, pp. 88-9; see p. 19.

84 As Butler explains, in "thought, habit, and association it [the 60th] was so thoroughly American that it would have been unfair to put it into the field against the colonists." Sir Jeffery Amherst did not want to serve in this war. Butler, Royal Americans, pp. 207-8. The 'André tragedy', where one ex-officer pleaded for his life while another had to sign the death warrant, is an example of the problems which could arise.

85 Butler, Royal Americans, p. 200.

86 Alan Valentine, Lord George Germain (Oxford: Clarendon Press, 1962), p. 153, n1; DCB, V. S.v. "Carleton, Guy, 1st Baron Dorchester," by G. P. Browne, p. 141.

87 Browne, *ibid*, p. 147.

88 A concession dated August 17th, 1768 refers to Gabriel Christie, Esq., Lt.-Col. and Q.M.G., which leads us to believe that he may have managed to retain his old position, but this is not conclusive. (Concession, Aug. 17, 1768, Panet.) PAC, MG 8 F99.9, 19.

89 British Library (hereafter BL), Add. MSS. 21730, transcripts, PAC, MG 21 (Haldimand Papers), B.70, 200-201.

90 "Calendar of the Haldimand Collection" Public Archives of Canada, Reports, (1884-1888); "Private Diary of General Haldimand" (B.230-B.232), PAC, Report (1889): 125-299; and BL, Add. MSS. 21661-982, transcripts, PAC, MG 21. See for example, Amherst to Haldimand, Whitehall, 7 May 1784, Add MSS. 213735 pt 2, PAC, MG 21 B.75.2, pp. 95-6, where he writes: "M. General Christie has this day kissed hands on setting out for Quebec and will be the bearer of this. . . . I am very sorry M. General Christie does not go out on the staff as he would like it, and I know it would be agreeable to you, he will tell you all that has passed on the subject, as likewise all the news this capital affords . . ."

91 BL, Add. MSS. 21730, PAC, MG 21, B.71, pp. 77, 101, 154; BL, Add. MSS., PAC, MG 21, B.33, p. 250.



92 GB, Hist. MSS. Commission, Dartmouth II, 342, GC to Lord Dartmouth, July 31, 1775.

93 GB; Hist. MSS. Commission, Dartmouth II, 375; 382, GC to Lord Dartmouth, Sept. 7, 1775; Sept. 20, 1775 (with a Petition enclosed).

94 Ibid, 334-5, July 22, 1775, "Reasons for taking immediate possession of New York". To the general reasons why New York should be taken, he added: "The Landing to be effected in the North River, a little above the Town, where the Ground commands it, under the protection of a couple of Frigates, & as many Bombay Vessels, in which case there would be no opposition." His statement that the Skochry, "a numerous race of Industrious & Obedient Germans settled upon a Creek or River of that name, branching from the Mohock River above Schenectady..." would take up arms with the least encouragement, also reveals an intimate knowledge of the country. As to his expression that the population is not so much disaffected as "intimidated by the licentious Mob, as well as the want of Troops under proper Orders, to afford them protection...", he could have been depending on information from colonists such as his nephew in Maryland, whose letter to Christie while he was in Antigua, expressing much the same attitude, caused him incarceration and exile from the colony as a Loyalist. (See p. 9 and note 8 above.)

95 GB, Hist. MSS. Commission, Dartmouth II, 411, GC to Lord Dartmouth, Jan. 9, 1776, Jan. 13, 1776.

96 GB, Hist. MSS. Commission, Report on the Manuscripts of Mrs. Stopford-Sackville of Drayton House, Northamptonshire (London, 1910), hereafter Stop-Sack, II, 39-40, Lord Germain to Burgoyne, Aug. 23, 1776.

97 P.R. Reynolds, Guy Carleton. A Biography (Toronto: Gage, 1980) claims that Lord Germain's patronage stemmed from Christie's support after the Minden court-martial (p. 109).

98 Add.  
MSS., PAC, MG 21, B.39, pp. 86, 193, Edward Joy, D.A.G. to GC, July 26, Sept. 28, 1776.

99 GB, Hist. MSS. Commission, Stop-Sack II, 36-7, Burgoyne to Lord Germain, Montreal, June 22, 1776. Valentine, Lord George Germain (p. 152), quotes this letter selectively, giving a different impression: "I perceived also in my first conversation that the General was determined not to employ Col. Christie . . . the General . . . I understand means to request that they may never serve in the same army . . . [I hope that] the two parties may be speedily separated."

100 GB, Hist. MSS. Commission, Stop-Sack II, 39-40.

101 PAC, MG11 Q12, 90, Lord Germain to Carleton, Whitehall, Aug. 22, 1776.

102 GB, Hist. MSS. Commission, Stop-Sack, II, 44-46.

103 BL, Add. MSS., PAC MG21, B 39, p.379, Montreal, Mar 14, 1777.

104 "Calendar Haldimand Papers", PAC, Report, 1886, p. 628.

105 A.L. Burt, The Old Province of Quebec (Toronto: McClelland & Stewart, 1968), p. 208, 213.

106 Valentine, Lord George Germain, p. 149.

107 Ibid, p. 149-153. Around this time Lord North recommended 'Mr Christie, a gentlemen driven from Maryland' to General Howe. GB, Hist MSS. Commission, American MSS., I; 36. Perhaps the two Christie's, Gabriel and his nephew James, are being confused by Valentine.

108 Valentine, Ibid, p. 49-86. At Minden, he had apparently failed to bring the cavalry forward on the pretense that the orders had not been clear. National opinion at the time called for the death sentence. After the court-martial he was no longer considered fit to hold any military position, and suffered heavy social penalties as well. Witnesses against him were promoted, whereas those who gave him personal loyalty suffered. His Scottish connections were through his sister Caroline, Lady Milton and Countess of Dorchester, who ruled the Duke of Argyle and therefore Scotland (p. 452-3).

109 Robert Hunter Jr., Quebec to Carolina in 1785-1786, edited by L. B. Wright & M. Tinling (San Marino, Ca.: The Huntington Library, 1943), p. 49.

110 This is inspired by Namier's statement that despite the number of positions filled by Scots throughout the colonies, they never became the truly great officers or administrators. He characterizes them as "hard, grasping, efficient men, who could fight and conquer, but lacked that spirit of sympathetic toleration and restraint . . ." and who "had a genius for action rather than for compromise, and were much better at building Empires than at preserving them," whereas in office they "were authoritarians, and showed little understanding for the constitutional refinements and 'the sound doctrine of Mr. Locke', which were of English, and not of Scottish, origin." (pp. 306-309).

111 GB, Hist. MSS. Commission, Stop-Sack II, 291, Antigua, Christie to Germain, 3 Feb. 1781.

112 Ibid, 292, 7 Feb. 1781.

113 Since prizes of war were divided between the officers, according to rank, this seizure must also have made a positive contribution to Christie's financial situation. As an example of just how lucrative this could be, the Commander-in-Chief's share of the Cuba expedition prize of £368,000 was £86,031. In contrast, the private soldier received only £2 17 11. (Butler, Annals, I. 122 )

114 GB, Hist. MSS. Commission, Stop-Sack, II: 292, GC to Germain, 3 Feb. 1781.

115 BL, Add. MSS. 21735, pt. 1, PAC MG21, B 75-1, 31, p. 111.

116 BL, Add. MSS. 21735, pt. 1, PAC MG21, B.75-1, p. 147, Christie to Haldimand, London, 4 Aug. 1783.

117 BL, Add. MSS 21735, pt. 2, PAC MG21, B.75-2, pp. 39, 41, 64, 68-9.

118 DCB, V, S.v. "Haldimand, Sir Frederick."

119 During the inflationary war period, the governor had given government guarantees to bills of exchange extended on credit by Harley and Drummond's agent, John Cochrane. Viewing these as debts due the government, Haldimand initiated a series of suits to collect. He was supported by the judges. Because this hard money policy caused a number of bankruptcies, and the victims were almost all in the government opposition, feelings against the governor were particularly bitter. In the absence of trial by jury for civil cases, the resentment against arbitrary decisions by the judiciary was also strong. In the uncertain economic climate after the war, all of these factors contributed to making the political issues particularly heated. Some details of this matter are given in Burt, The Old Province of Quebec pp. 401-2, but he is overly sympathetic to Haldimand. A good explanation of the financial aspects is given in Julian Gwyn, "The Impact of Military Spending on Colonial Money Markets, 170-1783," CHA, HP (1980): 89-93.

120 Smith was the dispossessed Governor of New York, seeking to assure his own future. See The Diary and Selected Papers of Chief Justice William Smith, 1784-1793 (2 vols. Edited by L.F.S. Upton. Toronto: The Champlain Society, 1964), hereafter Diary; Historical Memoirs... edited by W.H.W. Sabine, (New York: 1958), and L.F.S. Upton, The Loyal Whig: William Smith of New York & Quebec (Toronto: University of Toronto Press, 1969).

121 BL, Add. MSS. 21735 pt. 2, PAC MG21, B.75-2, 68-9.

122 Smith learned this from someone named Watson in 1786. Smith, Diary, II, 76-7. This would have been Sir Brooke Watson, a merchant involved in the Quebec trade and strong supporter of Carleton. DCB, V, 842-4.

- 123 Smith, Diary, I, 63, April 24, 1784.
- 124 BL, Add MSS 21736, PAC MG 21, B.76, 112, Genevay to Haldimand, Montreal, Oct. 30, 1785, and PAC, "Calendar Haldimand Papers", Report (1889), p. 568.
- 125 Smith, Diary, II, 47.
- 126 PAC, "Private Diary Haldimand," PAC, Report, (1889), p. 149, entry for Mar. 2, !1786!.
- 127 Ibid, p. 178. (no date)
- 128 Ibid, p. 182.
- 129 Ibid, p. 187.
- 130 BL, Add. MSS. 21737, pt. 1, PAC, MG 21, B.77, p. 262, Christie to Haldimand, Montreal, 19 Oct. 1789; p. 136, Captain Freeman to Haldimand, 17 March 1788.
- 131 RG8/ I, Vol. 223, p. 21 (on mf. C-2843), Amherst to Lord Dorchester, 21 April 1794.
- 132 Archives of the University of Montreal, hereafter AUM, Baby Collection, Correspondence, Box 195, Montreal, John Robertson to William Berczy, 1 Feb. 1799. Since his wife (Katherine Christie Robertson) would be getting only £175 per year, it is hardly surprising that he should react to the cost of the funeral which was £300.
- 133 Montreal Gazette, Jan. 28, 1799.
- 134 This seems to have been a serious problem especially for younger officers whose amusements were often expensive. BL, Add. MSS. 21737, pt. 1, PAC, MG 21, B.77, pp. 266-305. See esp. Freeman to Haldimand, Quebec, 24 Oct. 1789.
- 135 Harold Perkin, The Origins of Modern English Society, 1780-1880 (Toronto: University of Toronto Press, 1969), pp. 20-21. The figures he cites are from Patrick Colquhoun's A Treatise on Indigence, 1806.
- 136 Rubinstein, W. D. "Wealth, Elites and the Class Structure of Modern Britain." Past & Present 76 (Aug 1977): 117.

137 Keith Thomas in "The Double Standard," Journal of the History of Ideas, 20 (April 1959), pp. 195-216, discusses the notion that unchastity for a man is a pardonable offense but a matter of utmost gravity in a woman. The Restoration period was one of extreme "wenching" and the Kings from Henry I to George IV, as well as many of their subjects, kept mistresses. Women were to ignore any signs of illicit activity on the part of their husbands. "Remember, that next to the danger of committing the fault yourself, the greatest is that of seeing it in your husband," was the advice of the Marquis of Halifax to his daughter (cited p. 196). Ideas of respectability were beginning to emerge, but primarily among the middle classes, as the poor could not afford them and the rich could afford to ignore them. Christie's case is somewhat different in that his natural sons were recognized and his family was expected to accept them as well. Recognition of natural sons and provision for them, in an army career especially, was common. Jeffery Amherst had a natural son of the same name who becomes an ensign in the 60th regiment (DCB, IV, 25). Lt-Gen Gabriel Gordon's natural son David joined the 60th in 1803 and received a Lieutenancy. In his will Lord Bingley provided for an illegitimate daughter and in default of a legitimate heir, devised his estate to his godson, John Burgoyne, rumoured to be his natural child. (Richard J. Hargrove, "Young John Burgoyne: Child of the Eighteenth Century," in 18th Century Life (Sept. 1976), pp. 12-15.) See also, Miriam Slater, "The Weightiest Business: Marriage in an Upper-Gentry Family in seventeenth-century England," Past and Present 72 (Aug. 1976): 25-54 and Bernard I. Murstein, Love, Sex and Marriage Through the Ages, (New York: Springer Publishing Company, 1974).

138 PAC, MG 8 F99.2, 1, 2-15. Will of GC, May 13, 1789. Certified copy from archive of Joseph Papineau, hereafter Will of GC.

139 Quebec Gazette, Oct. 6, 1766; Société historique de Montréal, Mémoires, pp. 208-9; Frederick Bernays Wiener, Civilians under Military Justice; the British practice since 1689, especially in North America (Chicago: University of Chicago Press, 1967), pp. 37-59. Information about Christie's servants has come down to us because they tried to escape their master. In 1766 while Christie was in England, his slave Brouce ran away from Mr. Grant in whose service he'd been left. Two indentured servants, John Raab and David King ran away on two separate occasions. The first time they were court-martialled and received 300 lashes, half remitted. The second time the court-martial found neglect in the fulfilment of the articles of Indenture on both sides and dismissed them, but General Gage upheld the indentures and sent them back to their master. Thomas Lloyd and Jean Mora had escaped his service in 1761. They were 17 and 18 years respectively, from England and Quebec. Although the conclusion that Christie was a difficult master may well be warranted, the problem of run-away servants in the colonies was certainly not limited to Christie.

140 The purchase was made in London in 1776, and the agreement was signed in Montreal on April 4, 1777. Panet, ANQ-M.

141 Burke's; Scottish Record Society, Register of Marriages of the City of Edinburgh, 1751-1800, ed. by Francis J. Grant, W.S. (Edinburgh: Printed for the Society by J. Skinner & Company, Ltd., 1922), p. 138.

142 Wallace, Regimental Chronicle, p. 124. On April 20, William and on July 24, (1793) Gabriel Plenderleath entered as ensigns.

143 Ibid. On July 25, 1794, James Christie entered the 60th as lieutenant. There is no way to know which James Christie this was, his natural son, or his nephew. See note 151 below. However, this could also have been his way of referring to his natural son. The nephew was 20 years of age and would therefore have been born in 1755, before Christie's marriage.

144 Daniel Robertson was a colonel in the 84th regiment. After the Revolutionary War he had acquired, by purchase and grant, 13,800 acres of land in the Township of Chatham. (Normand Macdonald, Canada: 1763-1841, p. 49.) Although well-placed socially, his financial position was never very secure. His military actions during the American Revolution were rewarded by a commission for his son in the army. What little remained of his estate at the time of his death in 1810, was left to his granddaughters, Maria and Louisa Sutherland. DCB, V, s.v. "Robertson, Daniel," by David Armour (pp. 714-6).

145 Christ Church Register, p. 62, ANQ-M.

146 AUM, Baby Coll., Robertson to Berczy, 1 Feb. 1799.

147 ANQ-M, Christ Church Register, p. 74.

148 The appointment to Christ Church was one of the most prestigious available in the colonial Church and carried a stipend of £300. Tunstall would lose his appointment because of his "rapacity" and was demoted to the missionary post of Philipsburg making room for the appointment of Jehosaphat Mountain, the son of Bishop Mountain, who had wanted the post since 1795. (DCB, V, s.v. "Mountain, Jehosaphat" by Thomas R. Millman (pp. 613-5).

149 Wallace, Regimental Chronicles, p. 270. Since he has been given Christie's name, it is quite possible he was his godson.

150 BL, Add. MSS. 21730, PAC, MG 21, B.71, pp. 192-5, Antigua, Christie to Haldimand, 28 Mar. 1775. Christie begins by describing this nephew, who appears to have much the same problem as Haldimand's nephew De Vos, already referred to. "I have lately been informed," Christie writes, "a nephew of mine, is lately arrived at New York who was an ensign in the 25th Regt. named James Christie, a youth of about 20 years of age, possessed of talents and many qualifications improved by a very liberal education, but this avails little, as he is void of oeconomy, which I have severely felt by being obliged to pay many large sums to save him . . ." He had recently left Minorca without leave, fearful of his creditors. Christie had recently spent £300 stg. to liquidate his debts, induced to do so by the good reports he had received from his Colonel, Lord George Lennox. Then, two friends of Christie's (Col. Sheen of the 69th and Fraser of the Royals) helped him out and shipped him to America. As a result of this action, James was superseded, losing his rank and many years of service. Christie had also paid for his first commission in Haldimand's Regiment, after which he received half-pay in order to improve and complete his education for a military line, at considerable expense to Christie. Since March of 1771, he had served in the 25th Regiment. Having invested so much in this nephew's career, Christie was rather upset at having it all disappear over one rash action. He continues: "I cannot rest under this treatment he has met with, which I think is the last step which should be taken by any man who pretends to humanity." If he took advantage of the youth in his battalion, he claims, there would be many vacancies to fill up. He seeks Haldimand's advice and thinks it might be best for him to be employed in Boston, under Haldimand's protection. The commanding officers of the 10th and the 52th being friends of his, would willingly let him join, in which case he would allow him an Ensign's subsistence. But he is open to other suggestions. Promoting his skills, he describes James Christie as "master of several languages, particularly French, English and German, and fit for anything." If this was a nephew and not his illegitimate son, he was nonetheless firmly in Christie's charge and in his debt.

151 According to Mary Robertson, in a letter to her aunt, Catherine Burton, and reported by Mary Christie Burton to McGinnis, Margaret Bell was William Christie's natural daughter, "brought up by Genl. G.C. and married to a Mr. Bell--mill wright to Genl. C. brought from Scotland who was so drunken he had to part with him, but gave them a house, & £300 pr ann." (PAC, MG 8 F99.1, 2, 2260, MCB to WM, Dec. 8, n.y., Barnsley.)

152 BL, Add. MSS. 21730, PAC, MG 21, B.70, pp. 200-1. London, 23 Aug. 1773, Christie to Haldimand. The following excerpt from his letter is a classic example of the chain of patronage in operation. Christie wrote:

"As you are the Chief command of the Troops I presume to recommend a worthy and honest man to your notice and protection, in case any small employment falls vacant in Canada; of a Barrack Mastership, or such like employment, for bread, to a man who has served and as deserving as any I know. -- His name is Louis Genevay, formerly a Serjeant in your Battalion and had the universal approbation of all the officers, but he was reduced after the peace and was several years employed as a clerk in my Department. I cannot say enough of his merit which has induced me ever since to make him a scanty allowance yearly for a subsistence till something should cast up for him. If your are pleased when opportunity offers to take this into consideration, I shall ever acknowledge it as a favor done me.

At first Haldimand had no positions available, but he later took Genevay on as his secretary.

153 AUM, Baby Collection, "C", Box 195, John Robertson to William Berczy, Feb. 1, 1799.

154 ANQ-Q, Couillard-Desprès Collection, Box 14, Agreement, Sarah Christie et al and NCB, Aug. 8, 1800, copy, (Papineau).

155 Quebec Gazette, May 6, 1813; Dec. 7, 1815, Jan. 2, 1817; and July 3, 1817. See also note 199 below.

156 Instituted in 1834, this action was taken up by his executors but was dismissed in 1839. In 1845, the appeal decision was that:

. . . a devise made to a bâtard adulterin not competent by the French law when the will was made or when the testator died to accept such bequest, was good and valid if it were a conditional one as a substitution, or when the entail took effect, the disqualification of the devisee had been removed.

On that basis, William Plenderleath (Christie) had the right to inherit because the laws of 1835, not 1799, applied. See Appendix II, Document 14.

157 Investigations were made by a Mr. Hazeltine for a Mr. Christie of Bath, the son of Gabriel Christie's brother John. Mrs. Francis and Mr. Cameron (Table 1) were also claimants. PAC, MG 8 F99.1, 2, 2062-4, MCB to WM, Barnsley, June 27, n.y.

158 PAC, MG 8 F99.1, 1, pt. 1, 3916-3930, Min. of Justice to WM, 20 Nov. 1874.



159 George Landmann, Adventures and Recollections of Colonel [George J.] Landmann; Late of the Corps of Royal Engineers (2 vols. London: Colburn and Co., Pub., 1852), p. 32.

160 AUM, Baby Coll., Box 195, Robertson to Berczy, 1 Feb. 1799.

161 RG8, vol. 223, p. 111, PAC. In a letter to Lt-Gen Hunter, the Duke of Kent writes that Burton must be in Quebec when Hunter is absent, but that as Hunter had a Deputy Adjutant General, a military secretary, and two aide-de-camps, "it is my wish you should permit Lieutenant Christie to remain with Major General Burton at Montreal." (October 20, 1799, RG8, 223, 144-7.) Edward, Duke of Kent was the Commander in Chief of His Majesty's forces in British North America at the time.

162 The Duke of Kent to Hunter, April 14, 1800, RG8, 223, p. 223. Burton and the gentlemen of his suite had been stationed at Montreal, including Colonel Christie. Although we cannot be sure, this could have been the same James Christie referred to earlier. (See note 150 above.) In 1799, Lt. Christie of the 60th Regt. appears on the regimental list for the last time. If he was detached from the Regiment to accompany Burton to Montreal, this could account for his absence.

163 PAC, RG 8/I, vol. 224, p. 23, NCB to Lt.-Gen. Hunter, May 27, 1801.

164 Ibid, p. 31, NCB to the Duke of York, Montreal, June 30, 1801.

165 Ibid, p. 51, NCB to Major Green (Milt. Sect., Quebec), Montreal, Sept. 24, 1801. He thanks him and admits to a debt of favour.

166 Samuel Potts was a lower level military officer. He lived in Chambly and after 1800 handled Burton's affairs there. For more detail on Chambly Mill and its administration, see Chapter 5. Of Potts's personal life, however, we know little. In 1813 he was appointed justice of the peace (Quebec Gazette, April 1, 1813) and in 1821, he was secretary of the Committee for the management of the steamboat "De Salaberry" (Quebec Gazette, Feb. 19, 1821). After the sale of Chambly, he no longer appeared in the capacity of agent for Burton. The claims for damages after the War of 1812 were probably his last service for NCB.

167 PAC, RG8/I, vol. 224, p. 104, NCB to Gen Hunter.

168 Annual Register, 1805, p. 450.

169 Wallace, Regimental Chronicle, p. 151, 175.

170 Mary would write: "My father was as unjust and cruel to his own children, in the will he made as others have been." and again, "I only know my father ill used his children & wife & supported his natural children at their expense, and died at enmity with his children, doing them all the injury he could." (Mary Christie Burton to WM, Barnsley, Dec. 13, n.y., 2267-8; March 17, n.y., 1933, PAC, MG 8 F99.1, 2.

171 PAC, MG 8 F99.2, 1, 16-25, Will of NCB, hereafter "Will of NCB". It states: "I expressly forbid Richard Brown William Harmar and Mary Harmar his wife, from attending my funeral and do also positively desire that neither Mrs. Henry Peters Burton, otherwise Mrs. John Clitherow, or Miss Mary Burton be allowed to attend by Funeral." Mary Harmar was his natural daughter. Both Mrs. Burton and Mrs. Clitherow are references to his eldest daughter, Catherine. Mary Burton was his youngest daughter. See Table 5.

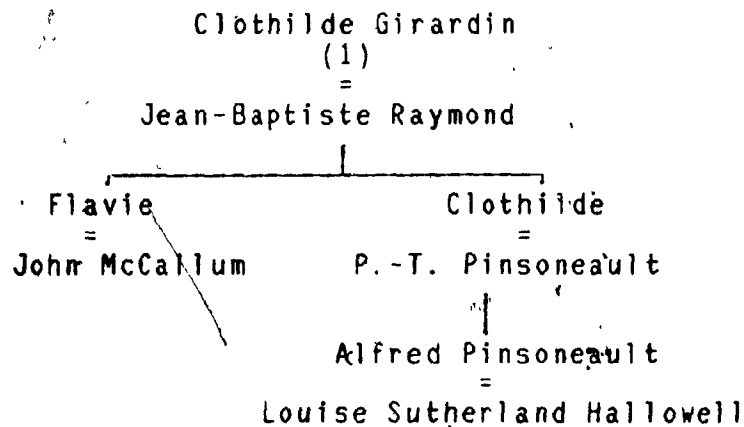
172 Edme Henry (1762-1841) began practice as a notary in Montreal in 1783. There are no acts between 1787 and 1793. When he resumed his practice he was residing at Laprairie. Between 1794 and 1814, he notarized a total of 4352 acts, an average of 207 per year. From 1815 to 1831 he notarized only 20 acts or less than two per year. He was agent of the Jesuit estates for the government as well as agent for Burton. He became one of the largest proprietors in Laprairie. His first wife was Eunice Parker. In a second marriage (for both of them), he married Clothilde Girardin, the widow of Jean-Baptiste Raymond, thus allying himself to one of the most prominent families in the region. He was a deputy for Huntingdon and a Lt-Col. in the 2nd Battalion of militia. He was also active in economic ventures, such as steamboats on the Richelieu, one of which was named the "Edmund Henry". In his affairs, the agency of Burton's seigneuries was of secondary importance, but it expanded his influence and power over a far greater area. In the considerations of the censitaires and from the perspective of the Upper Richelieu, however, Henry was an important factor, and one which tended to fuel existing resentments against seigneurial tenure. A full study of Henry's career and business dealings is certainly long overdue and would contribute much to our knowledge of the region. Our examination of Henry as land agent for NCB here shows (Chapters 3-5), he was important force in regional development. Without a greater knowledge of his private affairs, however, our efforts to link his activities as agent with those affairs have been tentative. A full biography of Henry would be enlightening. J. J. Lefebvre, "Jean-Baptiste Raymond," BRH 58 2(1952): 59-72; idem, "Jean-Moise Raymond (1787-1843), premier député de Laprairie (1824-1838), natif du comté." BRH 60 (1945): 109-20; idem, "Quelques Officiers de 1812," Mémoires de la Société Royales du Canada, 4th ser., 1, 4(Jun. 1966): 69-136. I am also indebted to Alan Dever for pointing out that Henry's wife, Clothilde Girardin was the widow of Raymond, and for making available information on the Raymond family which will appear in a forthcoming volume of the DCB.

173 ANQ-M, Papineau (no. 2879), Inventory GC, Feb. 11, 1799.

174 Burke's.

175 In 1804, General Christie's household effects including elegant furniture, bedspreads, bedding, tables, chairs, sofas, curtains, looking glasses, kitchen utensils, a covered calash, carioles and harnesses, were sold at auction in Montreal. (Quebec Gazette, May 24, 1804.) Between 1813 and 1817 Chambly, Chambly Mills, and other properties qualified as his personal estate, were sold. (Quebec Gazette, May 6, 1813; Dec. 7, 1815, Jan. 2, 1817; and July 3, 1817.)

176 Acte de Dépot, April 14, 1846, I. J. Gibb, no. 8692, ANQ-M, of an Indenture and assignment of arrears of rents between the executors of NCB's estate and Alfred Pinsoneault, made on December 21, 1839. Extracts from this document (which was written on a leather parchment) can be found in Appendix II, Document 11. A Montreal lawyer, Alfred Pinsoneault (1812-1874) was Clothilde Girardin's grandson. He married Louise Sutherland Hallowell, in 1839, the daughter of Margaret Robertson and Daniel Sutherland (and therefore the niece of Katherine Christie Robertson). (J. J. Lefebvre, "Jean Baptiste Raymond," BRH 58 (1952): 59-61; J. J. Lefebvre, "Louise Réaume-Fournier-Robertson (1742-1773) et son petit-fils de colonel Daniel de Hertel (17978-1866)," RHAF 12 (1958-9): 323-4.



177 Wallace, Regimental Chronicle, p. 146.

178 ANQ-Q, AP G 52, 509, WPC to WM, Clifton, Bristol, 2 Jan. 1845.

179 René Hardy, "La rébellion de 1837-1838 et l'essor du protestantisme canadien-français," Revue d'histoire de l'Amérique française 29 (Sept. 1975): 171.

180 PAC, MG 8 F99.8, 1, 4869-72, William P. Christie, Draft Aug. 17, 1820. See Appendix II, Document 2 for a copy, and Appendix III, Note 1, for related sources.

181 Will of John McGinnis, Mar. 29, 1833, Gamelin, ANQ-M.

182 ANQ-M, Gamelin, Obligation, R.B. and W. McGinnis to WPC, Dec. 6, 1834, A few receipts in PAC, MG 8 F99.1, vol. 6, indicate that first John, and later the two brothers, were frequently involved in legal suits relating to their business activities, but no details as to its nature. In 1833, the brothers received permission to build a grist mill at Christieville, and the obligation was probably to help finance it. See Chapter 4.

183 PAC, MG 8 F99.2, 2, 117-119, from a newspaper clipping dated Montreal, Jan. 9, 1837, with !Notes to McGinnis!.

184 Correspondence between WPC and Church of England officials can be found in the Diocesan Archives of the Church of England in Montreal, and deals with this question. See Arthur Reading Kelly, "Historical Records of the Church of England in the Diocese of Quebec." ANQ Rapport, 1946-47, 179-298. We have not consulted it here. Mr. Oliver was from the Société des Missionnaires évangélique de Lausanne. The area around l'Acadie was considered promising because it lacked a parish priest. The colony was planned for 16 families. PAC, MG 8 F99.1,3, 548-51,562-65.

185 Quebec Gazette, Sept. 3, 1840.

186 ANQ-M, Doucet, March 24, 1835, Marriage Contract, William Plenderleath and Amelia Bowman; PAC, MSS census, 1842, on C-731.

187 See his petition on Lakefield, cited on p. 601-2.

188 F. J. Audet, "Membres du Conseil Spécial." BRH VII (Jan. 1901), pp. 82-83.

189 His correspondence with WM can be found in PAC, MG 8 99.1,3, and in the Couillard-Després Collection, ANQ-Q, AP G 52. Correspondence and other items relating to Trinity Church can be found in PAC, MG 8 F99.9, vol. 7.

190 PAC, MG 8 F99.2, 2, 112, Agreement re agency, WM and WPC, Feb. 1836.

191 ANQ-Q, AP G 52, 500, WPC to WM, London, May 17, 1844.

192 See PAC, MG 8 F99.1, 3, especially, 613, 620, 624, and 648; and PAC, MG 8 F99.2, 2, 119, Notes to McGinnis.

193 PAC, MSS. Census, 1842, C-731.

194 Hardy, op cit; John Mockett Cramp, comp. Les mémoires de Madame Feller avec une brève esquisse de l'état de la Mission de la Grande Ligne. (Institut Feller, Grande Ligne, P Q., 1964 )

195 ANQ-Q, AP G 52, 504, 507, WPC to WM, Sandgate, Kent, July 31, 1844; Clifton, Sept 16, 1844.

196 The notice in the Record, June 2, 1845, says he "Fell asleep in Christ" at Blackwood near Dublin at the age of 65. PAC, MG 8 F99.2,2,650. The correspondence from this period is in ANQ-Q, AP G 52.

197 Lt.-Gen. Gabriel Gordon was GC's nephew, the son of one of his sisters, about whom we have no data. In 1793, he was present at, and the witness for, the marriage of John Robertson, also of the 60th, 2nd Battalion, and Katherine Christie, in Montreal. (ANQ-M, Christ Church Register, p. 62.) This officer's daughter, Catherine Anne Gordon Cleather, inherited Sabrevois from WPC. The seigneurie of Repentigny was left to the grandson Gabriel Gordon, the eldest son of his natural son David Gordon.

198 PAC, MG 21, Haldimand Correspondence, passim. On GC's efforts in favour of his nephew James, see note 151 above.

199 This impression is gained from Mary Burton's correspondence, but on such matters she is not always a reliable source, expressing the petty jealousies and rivalries of the family from her perspective only. Concerning the inheritance of the two daughters and their treatment at the hands of NCB, this is related to the problem which arose at the time of the sale of Chambly. The agreement, which Sarah Stevenson Christie and her daughters signed in 1801, allowed NCB to postpone the sale of Chambly, on the understanding that the estate as a whole would act as security for the sums on which they were to receive interest. WPC's own suit against NCB was to obtain the balance still owing on his legacy. His suit was filed in the Court of King's Bench September 30, 1816. A writ was obtained against Chambly Mill, which was charged with the payment of £11,111.2.2, (£10,000 stg.) one-half each to the Tunstall and Robertson heirs. The Tunstall's filed an opposition, to protect Sarah Christie Tunstall's inheritance. The various proceedings are summarized briefly in their appeal case of July 23, 1819. (LC, Court of Appeals, July Session 1819. "The Revd. James Tunstall and Wife, appellants and Napier Christie Burton, Respondent. Case of the Appellants." A. Stuart, of Counsel for Appellants. BNQ, RES, AC 23, no. 60.) The eventual outcome was that Hatt continued to hold £11,111.2.2 for the heirs, paying them interest twice yearly. When Katherine Christie Robertson returned from Jamaica, a widow, she obtained part of this money by selling the obligation to WPC. (ANQ-M, I.J. Gibb, Receipt, Jan. 16, 1841; Transfer, Mar. 3, 1842.)

200 PAC, MG 8 F99.2, 1, 26-58, Will of WPC.

201 PAC, MG 8 F99.2, 2. Estate of WPC in Account with W. N. Crawford, N.P., from July 2, 1845 to March 1, 1848. In this period, Crawford prepared the papers required of the various heirs. From Amelia Bowman Christie he obtained ratification of the will and a comprehensive power of attorney for McGinnis. Katherine Christie Robertson (and her daughters) signed a ratification and "acceptation of the Gift Legacy & Bequest thereby made". She also signed a power of attorney for McGinnis to administer Delery. Mary Burton and Catherine Gordon Cleather signed similar papers executed in England. James and Gabriel Tunstall delayed signing the required papers, their signature being obtained only through legal proceedings. Gabriel Senior was also required to sign on behalf of Gabriel Junior, a minor. From Mary Burton's correspondence, it appears the Tunstall's delayed signing because they were reluctant to accept the will. PAC, MG 8 F99.1, 2, 1671, 1675, MCB to WM, Dec. 2, 1846, Jan. 1, 1847.

202 ANQ-M, Crawford, Dec. 23, 1846, Lease to Henry Hoyle.

203 With the death of Katherine Robertson in 1849, it appears that McGinnis resigned his agency for Delery. The Robertson's were very critical of him, and exerted pressure on Mary Burton to abandon him as well. They claimed her seignery should be producing £800 per year, and that McGinnis required too much for management. PAC, MG 8 F99.1, 2, 1979-1987, Wakefield, MCB to WM, May 1 [1849].

204 PAC, MSS. Census of 1851, on C-1136.

205 PAC, MG 8 F99.1, 2, 1960, MCB to WM, Apr. 15, n.y.

206 PAC, MG 8 F99.3. The Richelieu Grange correspondence of William Bowman relates to a later period than covered here.

207 PAC, MG 8 F99.2, 3, 179-197, Auction Returns, 14, 15 Nov. 1865. The detailed listing of auction revenue indicates the comfortable lifestyle the Christies had enjoyed in Christieville. A large number of books testify to their extensive reading.

208 PAC, MG 8 F99.1, 2.

209 PAC, MG 8 F99.1, 3.

## CHAPTER TWO: THE ACQUISITION OF A SEIGNEURIAL ESTATE

### 1. Seigneurial Tenure

In New France, as in England, land was owned absolutely only by the king. There were three basic types of land tenure: noble, where land was held directly from the king; ignoble, where land was held from a "seigneur" or overlord; and, allodial, a form of sub-infeudation independent of an overlord. The first two are usually thought of as the seigneurial system.<sup>1</sup> A grant of land from the king, held in noble tenure, the seignery was subject to fealty and homage, and to alienation fees known as "quint" and "relief". Other conditions, such as the reserve of mines, ores and minerals; of oak and timber for masts; and the requirement that the seigneur reside on his land (tenir feu et lieu), were generally included in the deed of concession of a seignery. The seigneur reserved part of this land for his private use--for farms, manors, mills, etc. These "domains" were often the best locations available in the seignery. The balance of the land was granted to individual peasant farmers whose tenure, "à titre de cens et rentes" was ignoble. In recognition of this the farmers had to pay a "cens", hence their designation as "censitaires", and to that portion of the seignery as the "censive". Individual holdings were also called a "censive". The seigneurial "rente" replaced most feudal forms of servitude. Unlike the cens, the rente was dispensable, but over time it had become almost indistinguishable from the cens.<sup>2</sup> The term

seigneurial rent is used here to refer to both of these together when a specific distinction is not required. Both the cens and the rente varied in time and in space, but a cens of one-half penny was usual. In many seigneuries the rente was expressed in capons or wheat,<sup>3</sup> both subject to inflation. The rente paid would therefore fluctuate, even though the rate, once established for an individual censive, remained fixed. The seigneur's mill monopoly or "banalité" applied to grain ground for domestic consumption in the seigneurie. The toll was set by ordinance at one-fourteenth of the grain ground, a higher rate than in France.<sup>4</sup> A customary restriction against the alienation of a censive from the direct line of inheritance meant that for each such conveyance, the seigneur could collect one-twelfth of the purchase price from the buyer in a fee called the "lods et ventes". The new proprietor was not seized of the property (mise en bonne saisine) until the lods et ventes were paid. The cens et rentes, banalité, and lods et ventes levied on the censive were the principal source of revenue for the seigneur. But, they were not his only seigneurial rights.

Estate practices were regulated by the "Coutume de Paris" supplemented by royal ordinances. The coutume would apply even when no written contract existed, but a written contract called a "deed of concession" was the norm. It was of prime importance since the contractual clauses, reserves, servitudes, and rate of rents specified therein would apply to that parcel of land in perpetuity. In this way, new usages could be created, and old ones revived. In the 18th century, reserves of timber and mill sites made their appearance.<sup>5</sup> The seigneur's right of reentry at



the time of a conveyance, called the "retrait roturier," or the "retrait féodal," was established through these contracts, but was not sanctioned in the Coutume.<sup>6</sup> These customary and contractual rights and servitudes could be applied at any time and did not disappear from lack of application.

The British conquest caused uncertainty about the future of seigneurial land tenure. When the British government offered a period of grace during which Canadian seigneurs could sell their properties before returning to France, many took advantage of this opportunity.<sup>7</sup> In 1764 and 1765, the market was glutted with seigneurial properties for sale, and buyers could pick and choose. The system of tenure, not substantially different from British forms of feudal tenure,<sup>8</sup> did not detract from the value of land as a traditional form of investment and may have enhanced it.<sup>9</sup> The advertisements in the Quebec Gazette expounded the merits of seigneuries on the basis of the book value of annual revenue and by pointing out ways in which seigneurial rights could be used to greater advantage. In the seigneurie of Neuville, for example, it was pointed out that:

In the number of antient Farms, there are many of the Possessors who have no Deeds of Grant, which shall be made known to the Purchaser, as the Proprietors of those Farms are obliged to take Deeds of Grant of them, the future Lord, in giving such Deeds of Grant, may undoubtedly substitute reasonable Rents, instead of the too moderate Rents which those Lands pay at present.<sup>10</sup>

The outgoing seigneurs showed little concern for the future welfare of their censitaires, but in their competition to sell pointed the way to even greater exploitation. Only in unsettled seigneuries where new deeds would predominate would it be

possible to significantly alter conditions or raise rents, and even there, tradition would counter radical change. Of the settled seigneuries, those which had stipulated a wheat rent were at an advantage in that inflation of wheat prices increased the value of their rents. The revenue for the Seigneury of Beloeil with 250 inhabitants was advertised as follows:<sup>11</sup>

Cash Rents .....	£ 106.90
1000 minot of corn and toll at mill.....	83.33
	-----
Total Rent:	190.23

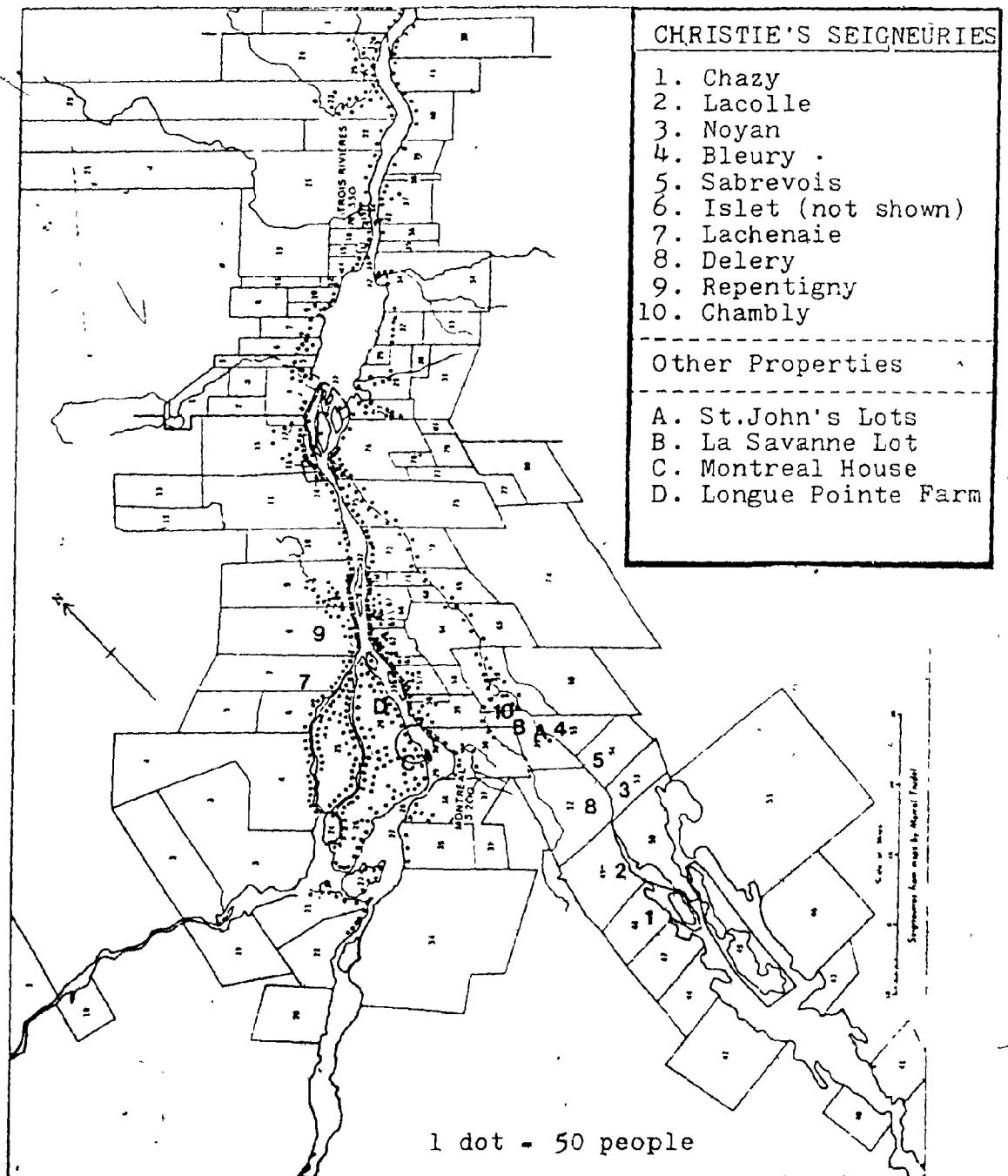
The seigneury of Longueuil, with both cash and wheat rents, had a revenue of £235.8 per year, almost 20% of which was from the domain.<sup>12</sup> Significant differences existed between the seigneuries in their actual and potential revenue based on size, settlement, resources, the terms of their deeds of concession, and the proportion of ungranted lands. This was evident to prospective buyers who could make their investments accordingly.

Once the censive was conceded the seigneury was no longer just land, but must be understood to include the set of obligations and rights established between the seigneur and the censitaires, as embodied in the deeds of concession. Transferred along with the title to new owners, these documents, as well as plans and survey warrants (procès verbaux), were an important part of the property. Domains and arrears in rent, on the other hand, could be kept separately, or sold with the seigneury. The mobility of seigneurial land has not been studied except for Harris's tabulation for New France, a period during which there were few transactions.<sup>13</sup> We have no exact figures on the number

x of seigneuries sold, their commercial or potential value, or the characteristics of the buyers in the post-conquest era. Such a study would provide new insights into the reasons seigneurial tenure was maintained until 1854, and its relationship to commerce and agriculture. It would also add to our knowledge of the social structure of the time. The seigneuries with the greatest potential for change based on new deeds, or on the exploitation of timber rather than agriculture, as indicated by the state of settlement in 1760,<sup>14</sup> were located along the tributaries of the Saint-Lawrence, the Chaudière, the Saint-Maurice, the Ottawa, and the Richelieu. (See Map 1.) Outside these frontier areas, the seigneur's flexibility was limited by existing settlement and deeds, but these seigneuries could be lucrative as well. It would be interesting to see if the mobility of the first group was greater than the second. This would allow us to place the transactions of individual seigneurs like Gabriel Christie in a wider perspective.

MAP 1

POPULATION OF THE DISTRICT OF MONTREAL IN 1760



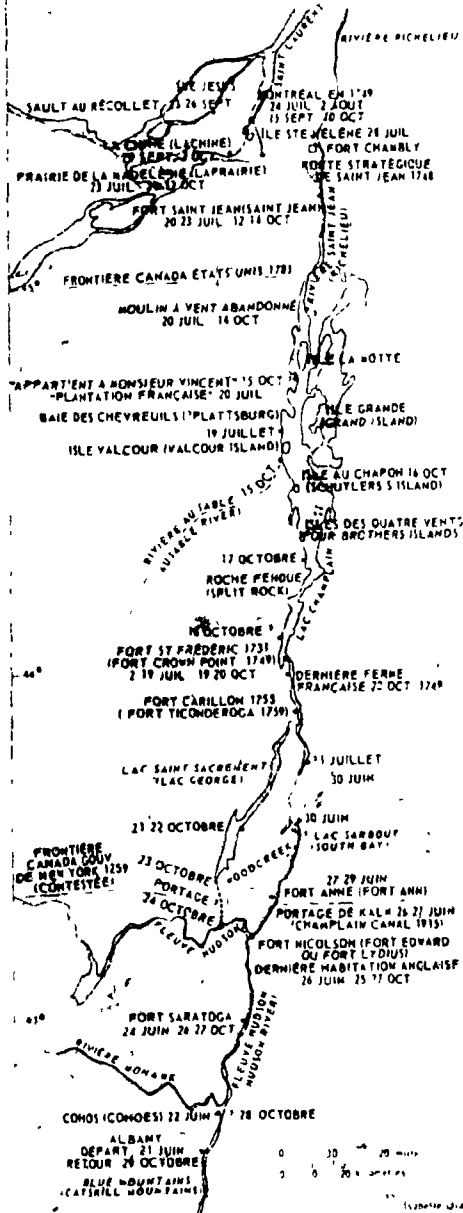
SOURCE: R.C. Harris, The Seigneurial System in Early Canada, p. 102.

MAP 2

THE LAKE CHAMPLAIN - RICHELIEU RIVER VALLEY ca. 1759

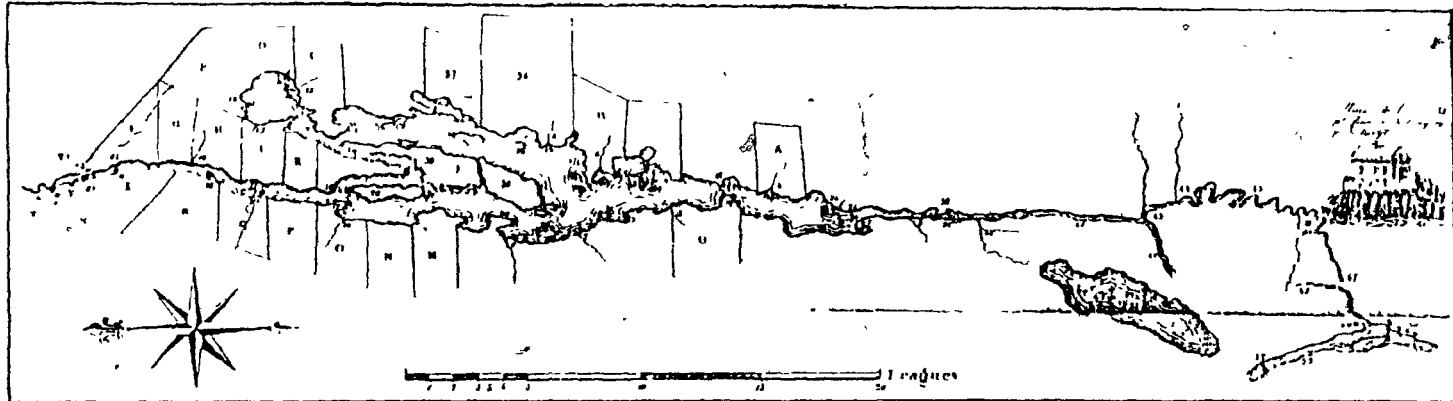
TRAJET DE KALM  
D'ALBANY À MONTREAL  
EN 1749

Entre parenthèses : noms modernes ou  
noms non mentionnés par Kalm  
Dates suivant calendrier grégorien



Source: Kalm, Voyages, p. 1.

THE FRENCH GRANTS ALONG LAKE CHAMPLAIN



Map of Lake Champlain from the fort Chambly to fort St. Frederic or Crown point, Surveyed by M<sup>r</sup> Auger Kings Surveyor in 1732 Made at Quebec the 10 October 1748. Signed de Sery

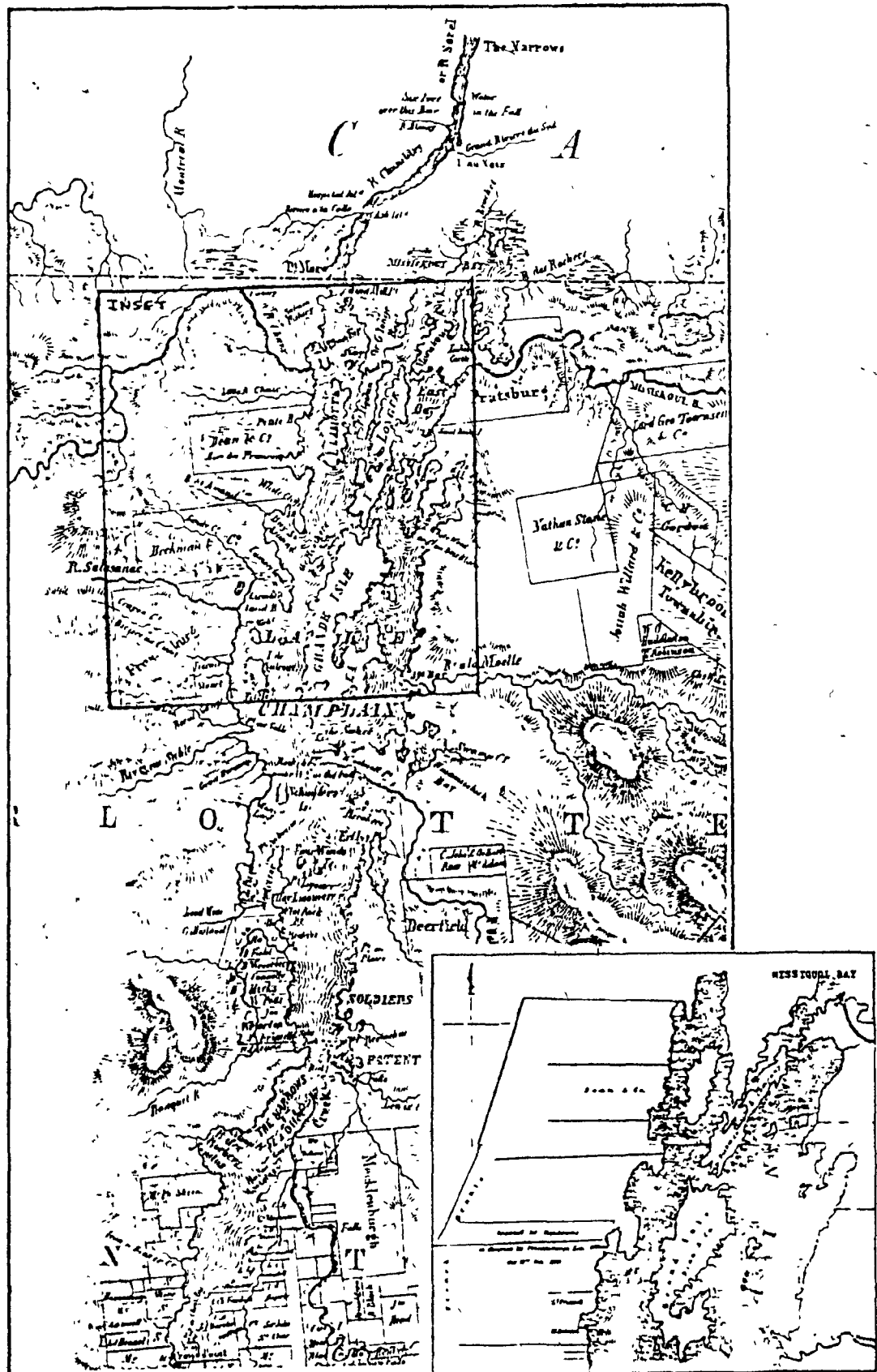
- Names of the Seigniors*
- A M<sup>r</sup> Louis Gour-dunier
  - B M<sup>r</sup> de la Riviere
  - C M<sup>r</sup> de Beauvais Junior
  - D M<sup>r</sup> Languan
  - E M<sup>r</sup> de Sain
  - F M<sup>r</sup> de Sery
  - G M<sup>r</sup> de Sery
  - H M<sup>r</sup> de Sery
  - I M<sup>r</sup> de Sery
  - J M<sup>r</sup> de Sery
  - K M<sup>r</sup> de Sery
  - L M<sup>r</sup> de Sery
  - M M<sup>r</sup> de Sery
  - N M<sup>r</sup> de Sery
  - O M<sup>r</sup> de Sery
  - P M<sup>r</sup> de Sery
  - Q M<sup>r</sup> de Sery
  - R M<sup>r</sup> de Sery
  - S M<sup>r</sup> de Sery
  - T M<sup>r</sup> de Sery
  - U M<sup>r</sup> de Sery
  - V M<sup>r</sup> de Sery
  - W M<sup>r</sup> de Sery
  - X M<sup>r</sup> de Sery
  - Y M<sup>r</sup> de Sery
  - Z M<sup>r</sup> de Sery

1 M <sup>r</sup> de Sery	21 M <sup>r</sup> de Sery	31 M <sup>r</sup> de Sery	41 M <sup>r</sup> de Sery
2 M <sup>r</sup> de Sery	22 M <sup>r</sup> de Sery	32 M <sup>r</sup> de Sery	42 M <sup>r</sup> de Sery
3 M <sup>r</sup> de Sery	23 M <sup>r</sup> de Sery	33 M <sup>r</sup> de Sery	43 M <sup>r</sup> de Sery
4 M <sup>r</sup> de Sery	24 M <sup>r</sup> de Sery	34 M <sup>r</sup> de Sery	44 M <sup>r</sup> de Sery
5 M <sup>r</sup> de Sery	25 M <sup>r</sup> de Sery	35 M <sup>r</sup> de Sery	45 M <sup>r</sup> de Sery
6 M <sup>r</sup> de Sery	26 M <sup>r</sup> de Sery	36 M <sup>r</sup> de Sery	46 M <sup>r</sup> de Sery
7 M <sup>r</sup> de Sery	27 M <sup>r</sup> de Sery	37 M <sup>r</sup> de Sery	47 M <sup>r</sup> de Sery
8 M <sup>r</sup> de Sery	28 M <sup>r</sup> de Sery	38 M <sup>r</sup> de Sery	48 M <sup>r</sup> de Sery
9 M <sup>r</sup> de Sery	29 M <sup>r</sup> de Sery	39 M <sup>r</sup> de Sery	49 M <sup>r</sup> de Sery
10 M <sup>r</sup> de Sery	30 M <sup>r</sup> de Sery	40 M <sup>r</sup> de Sery	50 M <sup>r</sup> de Sery
11 M <sup>r</sup> de Sery	31 M <sup>r</sup> de Sery	41 M <sup>r</sup> de Sery	51 M <sup>r</sup> de Sery
12 M <sup>r</sup> de Sery	32 M <sup>r</sup> de Sery	42 M <sup>r</sup> de Sery	52 M <sup>r</sup> de Sery
13 M <sup>r</sup> de Sery	33 M <sup>r</sup> de Sery	43 M <sup>r</sup> de Sery	53 M <sup>r</sup> de Sery
14 M <sup>r</sup> de Sery	34 M <sup>r</sup> de Sery	44 M <sup>r</sup> de Sery	54 M <sup>r</sup> de Sery

from the point after the last of these maps  
 47 great survey done of some leagues thick, borders still  
 for and the design which the English will not for passing  
 the straits the way had there for five miles french measure  
 48 M<sup>r</sup> de Sery  
 49 M<sup>r</sup> de Sery  
 50 four English settlement  
 51 Island  
 52 full of 50 feet  
 53 Crown River or Hudsons River by which one may go more than 100 leagues being not further than

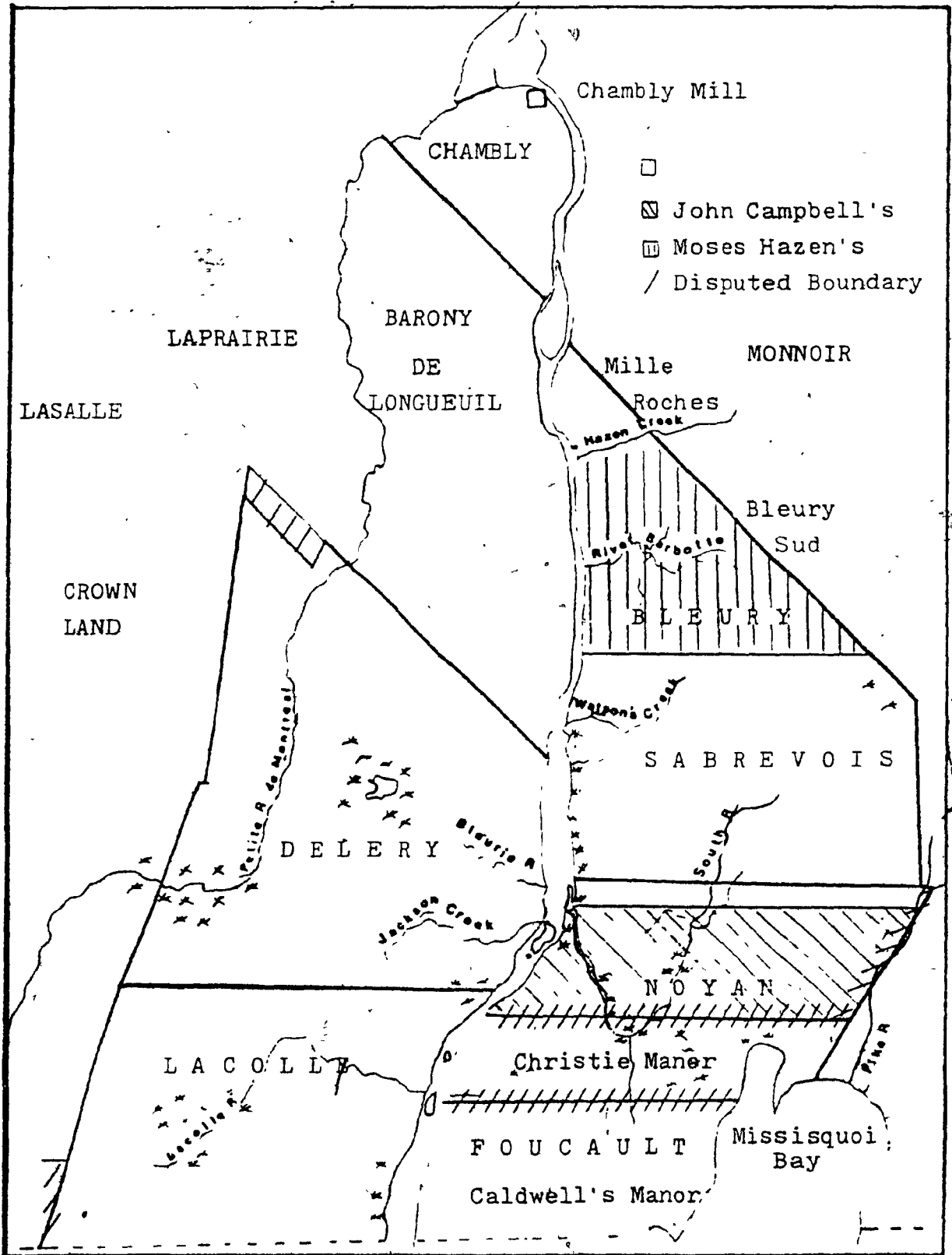
SOURCE: O'Callaghan, Documentary History New-York.

CONFLICTING LAND CLAIMS ON LAKE CHAMPLAIN



SOURCE: O'Callaghan, Documentary History New-York.

GABRIEL CHRISTIE'S UPPER RICHELIEU VALLEY SEIGNEURIES





## 2. Property Acquisitions

In his choice of seigneuries, Gabriel Christie favoured those on the Richelieu River near Lake Champlain. (See Map 2-5.) From Lake Champlain to Sorel, navigation on the Richelieu was interrupted only for a distance of 18 miles between St. John's and Chambly, where rapids made a portage necessary for all but very small boats.<sup>15</sup> The threat of invasion along this major inland route between the British colonies and New France had acted as an impediment to settlement. Seigneuries had been granted on the southern end of Lake Champlain but uninterrupted settlement along the Richelieu extended only to Chambly. The few farms granted in the seigneuries above this (to the south), had been abandoned during the war, except those around the site of Fort St. John's.<sup>16</sup> The valley's rich timber resources had been exploited since the early 18th century for oak masts, but good oak and pine were still plentiful. Poor drainage in much of the Upper Richelieu meant that the fertile soils of the Montreal plain were intermixed with marshes and cedar swamps. Closer to the mountains to the south, the soil was fertile, but rocky outcrops were common.<sup>17</sup>

It was on the west side of the Richelieu and Lake Champlain that Christie acquired his first seigneuries, Lacolle and Chazy, together known as de Beaujeu.<sup>18</sup> A total of six leagues (29.5 km) frontage, these were purchased from Madame de Beaujeu and her daughters for £880 on July 20, 1763.<sup>19</sup> Canada's boundary cut through this property, placing more than half of it in New York. Although Christie took the precaution of registering them.

in New York as well as Quebec,<sup>20</sup> the Dean, Beckwell and Friedenburt patents granted after the war conflicted with his. (See Map 3.) To avoid such conflicting grants, and for the relief of persons such as James Murray, Captain Stobo, and Lt. Col. Christie, the British Crown issued instructions in 1768 that in future, New York's grants north of Crown Point should be submitted for royal approval.<sup>21</sup> British control ended with American independence in 1783, and Chazy was among the many estates confiscated, in this case, at the request of Moses Hazen.<sup>22</sup> After 1790, therefore, Lacolle was only half of its original size, and Chazy disappeared into new grants made by the state of New York.

To the north of Lacolle, the seigneurie of Delery consisted of two leagues (9.8 km) frontage by three leagues (14.7 km) in depth (according to the title deed), and was bounded to the north by the seigneurie of Longueuil. Because Longueuil's rhumb de vent was northwest-southeast, whereas Delery's was east-west, a considerable area of land was added to the seigneurie in the angle formed between the two.<sup>23</sup> (See Map 4.) Large areas of this seigneurie were covered with marshes and would require drainage before being used for agriculture. Settlement along the shores of the Petite Rivière de Montréal (also Rivière L'Acadie) which drained into the Richelieu at Chambly had reached its borders by 1760, but it remained unsettled. Planning to leave the colony, Joseph Gaspard Chaussegros de Léry offered the seigneurie for sale in 1765. He later changed his mind and remained, but the seigneurie had already been purchased by Christie on April 16, 1766.<sup>24</sup> With this addition

to his holdings Christie owned much of the unsettled land south of Montreal and north of New York.

Christie also tried to buy the seigneurie of LaSalle, which was thought to be adjacent to Delery to the west. (The township of Sherrington would be interposed between them once the surveys were conducted.) The seigneurie was mortgaged by the heirs of Jean Leber, Sieur de Senneville, to Montreal merchant, René Cartier. On September 8, 1764, Christie purchased Cartier's mortgage of £417 which gave him a claim on the property if Cartier defaulted. In 1766, he acquired two more obligations owed by Cartier, one for £833 and one for £42.<sup>25</sup> Christie then sued for payment, and the seigneurie was seized. It was to be sold at a public sale in 1766.<sup>26</sup> The auction was somehow stopped with the aid of notary François Simonnet who later received an appointment as legal advisor and manager to René Cartier's business affairs, in gratitude and recognition of this service.<sup>27</sup> (Without access to the Judicial Archives in Montreal it is impossible to explore this question further.) After this unsuccessful attempt to acquire LaSalle, Christie continued to hold these obligations only until 1774.<sup>28</sup> The seigneurie was sold the following year, and again in 1782 when it was acquired by Simon Sanguinet.<sup>29</sup> Christie was absent from the colony on both occasions, however, so we do not know if he had lost interest in this property, or merely missed the opportunity of acquiring it. In 1788, he and Sanguinet hired Simon Zelotes Watson, Deputy-Surveyor, to draw the line of separation between the two seigneuries and avoid future problems between them.<sup>30</sup>

In 1760, there were four unsettled seigneuries on the east bank of the Richelieu, whose topography and resources were similar to those on the west. Foucault, the southernmost, jutted into Lake Champlain on the west side of the arm of Missisquoi Bay. It was acquired by James Murray. First leased then sold to Henry Caldwell, it became known as Caldwell Manor.<sup>31</sup> To the north was Noyan, also known as Ile-aux-Noix and as Rivière du Sud. It had access to Lake Champlain by way of Missisquoi Bay which reached its southeastern corner. Rivière du Sud (South River), which drained into the Richelieu in Noyan, was navigable the first six miles by batteaux and canoes. The low-lying lands of Noyan were poorly drained, covered with marshes and cedar swamps.<sup>32</sup> Two leagues (9.8 km) in front by three (14.7 km) in depth, Noyan's boundaries were fixed in relation to Rivière du Sud. The first survey of the boundary was made in 1737,<sup>33</sup> but it was 1753 before any concessions were granted in the censive. These had been abandoned when, on March 27, 1764, Dame Ailleboust de Manthet sold Noyan (for her husband, Pierre Payan Charon de Noyan) to Gabriel Christie and John Campbell for £125.<sup>34</sup> An ordinance by Governor Ralph Burton (April 2, 1764) permitted the conceded lands to be reunited to the domain of the seigneurie in 1765.<sup>35</sup> The timber on this seigneurie was protected by a French Royal ordinance which prohibited:

... à tous Habitans de la dite Seigneurie de la Rivière du Sud de plus à l'avenir couper ni enlever dans l'étendue d'icelle aucune sorte de bois à peine de cinquante livre d'amende et de saisie des bois qui pourroient être faits en contravention de la dite ordonnance.<sup>36</sup>

Enforcement, however, was a different matter, especially when the boundaries were not clearly established.

In 1772 Christie and Campbell decided to divide their property into two equal shares rather than continue their joint ownership.<sup>37</sup> War intervened, and it was 1785 before a division was prepared by Jean-Baptiste Grisé.<sup>38</sup> His survey found a shortage of approximately one kilometer frontage in the existing boundary.<sup>39</sup> The division was delayed until a satisfactory boundary could be established with Foucault. Proceedings were instituted against Henry Caldwell. He failed to appear and a new survey was conducted based on the court's ruling. But after it had been completed, Caldwell appealed the decision which was dismissed on a point of procedure.<sup>40</sup> Christie found this extremely frustrating. He would still have to pay for the survey even though it had been negated by the appeal. It was in this context that he wrote to Haldimand in 1789: "Not any sentence given by the Court of Common Pleas, but the Chief Justice reverses it in his Court of Appeals or returns it to the Common Pleas to begin again on some frivolous pretext of error . . ." <sup>41</sup> Although Captain Freeman describes the case as a lawsuit over some useless lands,<sup>42</sup> the area involved actually amounted to 4,654 Arpents or 1591 hectares. The parties then proceeded by arbitration. It was found that the new division of Noyan intruded into Foucault 9 arpents (526.5 m).<sup>43</sup> The loss affected the adjacent share of the seigneurie, Christie Manor, and not Campbell's. Christie therefore resorted to another suit, this time against Campbell, to have him assume a share of the loss. The courts decided in Christie's favour,<sup>44</sup> but it was not until

after Campbell's death in 1795<sup>45</sup> that the issue was finally resolved. Campbell's heirs agreed to a resurvey of the seigneurie; it was conducted by Jesse Pennoyer in 1795-6.<sup>46</sup> Pennoyer found that Noyan consisted of 40,068 Arpents (13,699 ha) and that the loss due to Missisquoi Bay (and compensated for in the rear of the seigneurie) was equal to 1,482 A. (506.7 ha). By moving the line of division between the two shares north 6.8 arpents (400 m) their halves became equal at 20,034 Arpents (6849.5 ha) each. This effort was necessary because the division was seen as permanent. Actually the seigneurie was reunited shortly thereafter when Christie acquired the balance of the seigneurie from Campbell's heirs.<sup>47</sup> The period of divided ownership left its mark on the survey landscape of the seigneurie, however, and the lines of division are visible in its cadastral plan.<sup>48</sup> Rather than leave the reader with the impression that Christie was exceptionally litigious, it should be pointed out that boundary disputes often resulted when title was granted without survey, antecedent grants taking precedence over later ones when the area was insufficient to meet both claims. Boundary adjustments were also necessary to correct earlier and less accurate surveys.

The two seigneuries to the north of Noyan were also sold in 1764 (August 2nd). Bleury and Sabrevois were acquired by Gabriel Christie and Moses Hazen, jointly.<sup>49</sup> Adjacent to Noyan, Sabrevois was also two leagues by three (9.8 by 14.7 km). Bleury, although granted as three leagues (14.7 km) square, was triangular in shape, reduced by half by the boundaries of

Chambly and Monnoir granted earlier. Together they also acquired several farms at St. John's, one at Saint-Luc (La Savanne), and a lease on the domain of Longueuil. (See Table 11.) Under Hazen's direction, £3,333 was spent on improving these properties, much of it on a stone house at St. John's and a mill in Bleury.<sup>50</sup> A man whose "ambitions outran both his judgement and his financial resources . . . ,"<sup>51</sup> Hazen became indebted to Christie. When the debt had reached £800 in 1766, Hazen signed a mortgage for his share of the seigneuries as security.<sup>52</sup> But Hazen's propensity for overspending must have turned him into a liability, and in 1770 Christie insisted on a division of their property. A board of arbitrators, chosen by the Court of Common Pleas, divided the properties into two equal shares. The seigneury of Sabrevois was allotted to Christie as well as Bleury's triangular tip, an area known as "Mille Roches". The lots in St. John's were divided between them, and they were to share the leased domain.<sup>53</sup> Their joint ownership had lasted only seven years. The division lasted until 1790.

During the American Revolution, Hazen, a native of New Hampshire, hesitated momentarily and then opted for the American side.<sup>54</sup> As an officer in the American army, he recruited soldiers from among his censitaires. He spent much of his personal fortune on the war effort, and guaranteed loans for the American government. Unable to collect these loans at the close of the war, Hazen faced financial difficulties. Furthermore, the British army denied him reentry into Canada so that he could not reclaim his lands there. When Christie returned to the colony, he sued Hazen for the repayment of his outstanding mortgage with

interest, valued at £1,900 by the court.<sup>55</sup> Unable to repay this debt, Hazen delayed the sheriff sale by appealing his case and attempting a settlement with Christie, but without success.<sup>56</sup> Not surprisingly an appeal to King and Council met with no more sympathy. As one of Hazen's friend's pointed out:

Probably the utmost exertion on your part would not have varied the issue as the character of the parties and not their cause was probably the subject of contemplation and the criterion of decision . . . .<sup>57</sup>

When Hazen's lands were finally sold in 1790, Christie bought them all. He paid £400 for the seigneurie of Bleury-Sud and £1,190 for the lots in Longueuil.<sup>58</sup> Most of this amount was returned to him by the courts (£1,397.16.7), the remainder going to seigneurial arrears and court costs.<sup>59</sup> Two of the lots in St. John's were repossessed by David Alexander Grant, seigneur of Longueuil, who made use of his droit de retrait.<sup>60</sup> To reacquire them, however, he had to pay £685, or fifty-five times as much as Christie had paid in 1764 (£12.10.0). As shown in Table 11, these lots had risen considerably in value. They would continue to do so as St. John's became an urban centre. By recognizing the value of this location in 1764 when it was little more than a few houses around a ruined fort, Christie and Hazen had been able to acquire 9 farms for only £104. The purchase price of Hazen's five farms in 1790 was £1,140. The proportion of increase attributable to improvements is not known. The sale of this land as subdivided town lots would be an important source of revenue for the Christie heirs, a situation which would displease the seigneur of Longueuil.<sup>61</sup> But



TABLE 11

Christie and Hazen's Joint Lots: Joint Acquisition,  
1770 Division and 1790 Sale

Acquired Jointly		Date <sup>a</sup>	Area	Cost <sup>b</sup> £	1770 Div <sup>c</sup>	1790 To:	Sale £ <sup>d</sup>
1	Conc	Sep 3 1764	180	n/a	GC-H-3	GC	130
2	Conc	Sep 29 1764	240	n/a	Hazen-4	DAG <sup>e</sup>	450
3	Sale	Aug 18 1764	360	13.5	Hazen-5	DAG	235
4	Sale	Oct 18 1764	180		GC-2	--	--
5	Sale	Oct 18 1764	180	8.7	Hazen-6	GC	225
6	Conc	Oct 19 1764	180	n/a	GC-1	--	--
7	Sale	Oct 7 1764	90	22.6	Hazen-9	GC	100
8	Sale	Nov 8 1765	90	32.5	GC-7	--	--
9	Sale	Aug 26 1766	90	35.2	GC-8	--	--
St. John's Total			1590	112.5			1140
10	Sale	Jun 16 1767	90	27.0	Hazen-10	GC	50
TOTAL			1680	139.5			1190

SOURCE: Abstract of the 1770 Division. (See Appendix III, Note 2.)

<sup>a</sup> The deeds for these sales can be located under this date in the archive of Pierre Panet, ANQ-M.

<sup>b</sup> The cost given here is the price of the sale plus one-twelfth of the price for lods et ventes. Other incidental costs would also have been incurred.

<sup>c</sup> The lots are annotated in this way in the abstract of the 1770 division of the lots to indicate which went to Christie (GC) and which went to Hazen. See also, Arbitration, Nov. 15, 1770.

<sup>d</sup> The amounts paid and the lot description were matched based on the size of the lots, so that the match could be inaccurate, but the amounts paid are reliable.

<sup>e</sup> All of the lots owned by Hazen were purchased by GC in 1790. The seigneur, David Alexander Grant (DAG) used his power of the retrait to reacquire the choice lots-according to A. S. Everest, Moses Hazen (p. 195), 10 by 60 arpents. This and the balance paid by Christie of £ 455 was used to identify which lot went to whom.

Christie had the advantage of being there first and the farms which were not sold could not be repossessed.

The nature of Christie's acquisitions in the Upper Richelieu Valley denoted his interest in the timber trade. They were complemented by a lease on a domain property known as Chambly Mills, acquired by Christie in 1784 for £4,000.<sup>62</sup> Located near the rapids just south of Chambly Basin, this mill site was important because the mills could operate year-round.<sup>63</sup> It was therefore profitable to build commercial flour mills at this location. (See Chapter 5.) In 1796 Christie also bought Sieur Niverville's portion of Chambly seigneurie for a further £2,000.<sup>64</sup> At the same time he acquired several lots near the mill.<sup>65</sup> Across from Chambly Mills, he built a large Georgian manor house,<sup>66</sup> a reflection and a projection of the status he had achieved as a Canadian land-owner and seigneur. From its completion in 1799 to 1815, this manor was the administrative centre for the Christie seigneuries.

Not all of Christie's properties were on the Richelieu. An early acquisition was the seigneurie of Islet du Portage in the District of Quebec, near Kamouraska. Purchased on September 7, 1764, it was sold the following year.<sup>67</sup> Because of a default in payment, Christie repossessed this seigneurie in 1771, and it was 1777 before a buyer could be found. Malcolm Fraser paid £200 for the seigneurie and £100 for the accumulated arrears. It was not one of Christie's active concerns.<sup>68</sup>

Christie also bought the seigneuries of Lachenaie and Repentigny located on the north shore of the St. Lawrence, across from the eastern tip of the Island of Montreal. These seigneuries were settled along the river, but they ran back a distance of six leagues (29.4 km) and still contained much good timber. For Lachenaie, Christie paid Madeleine de Chaussegros de Léry £1,944 in 1766.<sup>69</sup> It was the most expensive of his early seigneuries. This was because it already had two developed domains, one at the village of Lachenaie, the other at Mascouche Rapids. These domains included a wind mill, a sawmill, the machinery for a water grist mill, a stone house and various other buildings, which together accounted for one-quarter of the purchase price (£486).<sup>70</sup> A ferry monopoly (droit de bac) was also included in the seigneurial rights purchased. In 1785, Christie sold this seignury to Jacob Jordan, the seigneur of Terrebonne adjacent to the west.<sup>71</sup> The price was £6,993, to be paid in installments. In 1788, the balance of Jordan's obligation, £1,732.10, was transferred to Louis Genevay, Christie's former clerk, for value received.<sup>72</sup> However, Gabriel Christie's inventory notes obligations to Genevay in the amounts of £1555.11.1 and £600 (plus interest), and his widow, Agathe Dumas, would later sue the estate for payment.<sup>73</sup> Although we have not been able to verify this, the debt must be related to this transaction. In 1777, Christie acquired the seignury of Repentigny, for £667.<sup>74</sup> The domain of this seignury was not included in its sale, having been sold separately in 1746. It was further reduced in size by two "arrière-fiefs" held in allodial tenure.<sup>75</sup> Repentigny was never sold and became part of Christie's entailed succession.

After leasing his Montreal house since 1771, Christie bought it in 1777.<sup>76</sup> This was the Chabert House, a large stone house on St. Paul street enclosed by a stone fence, and including a barn, a yard, a garden, and a small house paying a rente viagère of £30 to a widow.<sup>77</sup>

In 1763 Christie bought from the Trudeau's heirs a farm on the Island of Montreal at Longue Pointe. He paid £167 for this farm of about 105 Arpents (36 ha) with house and barn.<sup>78</sup> In 1765 only 32 Arpents (11 ha) of the farm was seeded. For livestock it had: 2 oxen, 3 heifers, 2 horses, 4 cows, 5 pigs and 30 sheep. It was occupied by a farmer, his wife, and two servants.<sup>79</sup> The farm remained in Christie's possession until 1792 when he sold it to Isaac Germain, Quarter Master General, 2nd Battn., 60th Regiment, for £500 plus £50 pin money.<sup>80</sup> Payment was to be in two years, the obligation bearing 6% interest. In 1798 the obligation and mortgage rights were transferred to John Gray, and in 1804, Burton's attorneys (Henry and Potts) forced a sale to collect the balance still owing.<sup>81</sup>

Of the ten seigneuries acquired by Christie between 1763 and 1796, seven were still in his possession at the time of his death in 1799 (Figure 1). One had been lost to the State of New York and two had been sold. For the purchase of these seigneuries alone, he had paid an estimated £7,451.<sup>82</sup> (See Table 12.) The actual cost of these acquisitions would have been even higher since notarial fees, the quint, and various court costs would have to be added. The price of his other properties--the house at Montreal, the lots at St. John's, and Chambly Mills--

FIGURE 1

GABRIEL CHRISTIE'S ACQUISITIONS OF SEIGNEURIES

	CHAZY	LACOLLE	NOYAN	BLEURY	SABREVOIS	ISLET	LACHENAIE	DELERY	REPENTIGNY	CHAMBLY
1763	P	P								
1764										
1765			J	J	J	P				
1766			+	+	+	S				
1767			+	+	+		P	P		
1768			+	+	+					
1769			+	+	+					
1770			+	D	D					
1771			+			R				
1772			D							
1773										
1774										
1775										
1776										
1777						S			P	
1778										
1779										
1780										
1781										
1782										
1783	*									
1784										
1785							S			
1786				x						
1787				x						
1788				x			*			
1789				x						
1790				P						
1791										
1792										
1793										
1794										
1795										
1796										P
1797			P							
1798										
1799										

D	Division	**	Other	.. .	Mortgaged
L	Lease	xx	Under Litigation	.. . .	Leased
P	Purchase	—	Sole Proprietor		To Heirs
R	Repossession	+ +	Joint Owner		
S	Sale	—	Owner of one Share		

SOURCE: See Appendix III, Note 2.

TABLE 12

## The Acquisition Price of Gabriel Christie's Seigneuries

SEIGNEURY	AREA <sup>a</sup> km <sup>2</sup>	SALE PRICE <sup>b</sup>		TOTAL PAID BY GC IN £		
		£	£/km <sup>2</sup>	Share 1 <sup>c</sup>	Share 2	Total
Bleury	109	242	2.2	121	400	521
Sabrevois	145	63	0.4	31	-	31
Noyan	145	125	0.9	63	950 <sup>d</sup>	1013
Delery	145	-	-	[300] <sup>e</sup>		[300]
Lacolle	290	458	1.6	458		458
URV:	834	888	1.3	973	1350	2323
Chazy	145	417 <sup>f</sup>	2.9	417		417
Islet	60	100	1.7	100		100
Lachenaie	290	1944 <sup>g</sup>	6.7	1944		1944
Repentigny	290	667	2.3	667		667
Chambly	36	2000 <sup>h</sup>	55.6	2000		2000
Other:	821	5128	6.2	5128		5128
TOTAL:	1655	6016	3.6	6101	1350	7451

SOURCE: Appendix III, Note 2.

<sup>a</sup> Title area expressed in km<sup>2</sup> except for Bleury where half the area stated is used. For actual areas see Table 39.

<sup>b</sup> Prices in livres tournois have been converted to Halifax £.

<sup>c</sup> When he is joint owner, one-half the total.

<sup>d</sup> This amount is listed as owing Widow Campbell in Christie's inventory but a copy of the sale has not been found.

<sup>e</sup> This estimate is based on the actual area times the average £/km<sup>2</sup> for the URV and rounded to the nearest 10. (236 km<sup>2</sup> x 1.3 £/km<sup>2</sup> = £304).

<sup>f</sup> The "Agreement to Purchase" for Chazy and Lacolle does not refer to the £41 in money referred to in the Deed of Sale for Lacolle. We do not have a copy of the deed for Chazy and do not know if a similar amount was paid for it as well.

<sup>g</sup> The price is given as £ 1,750 stg. and in livres tournois (40,000) but there is a discrepancy of £277 between their equivalent values. The equivalent used here is from the £ stg because this was the currency in which payment was to be made.

<sup>h</sup> The lease for Chambly Mills, purchased for £4,000 is not included here.

would easily bring this total to £15,000. This amount does not include the extensive amounts of capital he invested in improvements. These, together with the inflation of land prices since 1764 meant that the value of his holdings by 1799 was far greater than his cost. Unfortunately, his inventory does not establish a value for his real property. Hilda Neatby tells us that his holdings in the Upper Richelieu alone were "described as 'a small kingdom', valued by Christie at £20,000 and admitted by a detached observer to be worth £15,000," but her source is not clear.<sup>83</sup> John Robertson confided to Berczy in 1799 that "The General's property (in this country) two years ago, was estimated at £55,000."<sup>84</sup> Yet most of his seigneuries remained sparsely settled. Their value lay in their stands of good timber, their mill sites, their advantageous locations relative to water transportation, and their potential if not actual revenue from the censive. In the 1760s the cost of such seigneuries was minimal, ranging from £0.5 to £2.3 per kilometer square.<sup>85</sup> Rising prices as well as improvements and settlement quickly increased the price of seigneuries. Lachenaie, for example, sold for £6.3 per kilometer square, almost four times as much as the Upper Richelieu Valley seigneuries. Christie's investments at Chambly and Lacolle in particular would evidently add to the value of these seigneuries. But by seizing the opportunity to acquire land in the colony immediately after the Conquest when prices were depressed, and by choosing unsettled, low-priced seigneuries and critically located farms, Christie was able to realize a much greater return on his investment than would later investors.

It is evident from the purchases made by Christie that his interest in unsettled seigneuries was not accidental. By doing so, he gave himself the option of establishing a total monopoly of mill sites and of marketable timber, through the terms of his deeds of concession. This he proceeded to do, as our study of his deeds of concession shows. (See Chapter 4.) This was not done casually but by policy. In 1774 he stated that:

should there in future be any settlers or proprietors under other Titles, his private property and fortune will be greatly affected thereby as it will contribute to render abortive and useless said mills [and mill dams erected at great expense] . . . 86

From Christie's point of view, the seigneurial system was not irrelevant, but the control and monopoly which it sanctioned were the basis of his investment choice and any threat to seigneurial tenure was viewed as a threat to his property rights and investment. It comes as little surprise therefore that he opposed the movement to replace the Quebec Act in the late 1780s and the demands for free and common socage tenure. Since he was far from being the only British investor in seigneurial property, and many were more influential than he, it is also quite understandable that the British crown would not interfere with this form of tenure where it already existed.



### 3. Seignorial Tenure in Question

When William Smith and Governor Dorchester (Guy Carleton) arrived in Quebec in October 1786, the influx of Loyalist settlers had profoundly affected the colony. Except for a small number at Gaspé, St. John's, and Sorel, most had been settled in the upper part of the province away from the Canadians.<sup>87</sup> Their presence provided ammunition in the political war over land tenure and the constitution which ensued. Neither they nor the Canadian farmers had much say in the debate, although the élites claimed to speak for them. The merchants claimed the right to habeas corpus, English commercial law, juries in civil suits, trained judges, protection from arbitrary dismissal, the repeal of the Quebec Act, and an Assembly.<sup>88</sup> Colonial administrators and seigneurs protested against jury trials, an Assembly, and the repeal of the Quebec Act.<sup>89</sup> Both sides argued that they sought the good of the country and that they claimed the support of the population. For the merchants this meant the loyalists, since Canada was destined to become an English colony;<sup>90</sup> for the seigneurs, this meant the Canadians, since they were the most numerous. Both could produce petitions to prove their support. The nature of the colony was at issue. Christie's explanation of this situation was as follows:

The people in this country are not agreeing better than they did in political notions, most of the merchants and Americans pushing hard to get an Assembly tho' the Canadians in general and many of the English oppose it, and what is more surprising to me, the clergy in general, particularly the St. Sulpicians have turn'd sides and now join with those for an Assembly--which if granted must end in the ruin of this country, overrun with Americans all under the specious name of Loyalists. The most of

them possess principles inimicable to Monarchy and will prove a thorn in the side of government in the end. Their numbers and increase has much advanced by the indefatigable industry of the Chief Judge Smith and I aver it would have been more to the advantage of Government to have settled a large pension upon him (if he ever deserved reward) than to have given him a place of such consequence here.<sup>91</sup>

Chief Justice Smith believed that rapid and extensive settlement by Americans, the introduction of English land tenure, and the adoption of English laws was not only desirable, but necessary. In his mind, it was the censitaire who was the real landholder in the seigneuries.<sup>92</sup> Hugh Finlay agreed and thought that from 20,000 to 30,000 Americans, who would otherwise move west of the Alleghenies, would settle in Quebec if the system of land tenure was changed.<sup>93</sup> Adam Lyburner also supported a change to an English form of land tenure. In an address to Parliament in 1791 he stated:

. . . the government should upon petition, accept the surrender of the old feudal grants, and regrant the same to the proprietors in free and common soccage. This being optional . . . [it] cannot meet with any opposition; and, in a short time, might be happily assistant in anglicizing the colony, as it would by degrees, remove that detestable badge--vassalage.<sup>94</sup>

This view was totally unacceptable to the seigneurs, Christie included. Smith's decisions from the bench came in for a large amount of criticism because they reflected his political position on these issues. Christie explained:

. . . for my own part I suspect the C[hief] J[ustice]'s principles and his attachment to the English Government but tho' I may have a wrong notion in this I cannot be in believing he has contributed much to the wrangling and discontent of the people by giving very dangerous explanations of the law as well as promoting applications for changes that never would have entered into the people's heads.<sup>95</sup>

For others, the issue was patronage. Smith's "propensity for introducing and placing people from the colonies has given the alarm and is a matter of great jealousy to the Canadians and even to the old subjects here."<sup>96</sup> The Canadians saw themselves inundated by English-speaking settlers and viewed this new situation with great anguish ("avec beaucoup de peine"), according to Joseph Fleury Deschambault.<sup>97</sup> The ground gained by Smith when Charles-François Tarieu de la Naudière was persuaded to request the change of his seigneurial lands into free and common soccage left Joseph Fleury Deschambault visibly disturbed: ". . . cette maudite demande annule nos loix de propriété. . . ."<sup>98</sup> With the spread of American settlement the idea that free and common soccage was preferable to seigneurial tenure gained ground and it was for this reason that seigneurs such as Christie objected to American settlers. They would poison the country with "their principles of opposition to all Government."<sup>99</sup> His idea of what constituted a right and proper government conflicted with theirs. But there were economic considerations as well. A young officer without property noted that the change of tenure would:

. . . emancipate the peasantry from the various shackles that more or less, keep them under the influence of the seigneurs - it gains popularity and tho' a compensation must be made to the primitive lords of manors it can never be proportionate to what they or their posterity would enjoy by their antient privileges and which by this alteration they must relinquish for ever!<sup>100</sup>

This is one of the few contemporary avowals that the seigneurial system represented a vested interest with a potential for lucrative gain, and was more than an outdated feudal tenure from

which the Canadians needed to be saved. But the conservative respect for property, which the writer assumed would dictate any resolution of the matter, underlines the practical difficulty of the question. Smith and Lymburner may have thought that seigneurs would voluntarily give up their rights but this was far from being the case. Those like Charles-François Tarieu de la Naudière and his 19th century counterpart, Edward Ellice, whose seigneuries consisted of large tracts of ungranted land, which once converted could be sold to advantage, were in the minority. Most seigneurs, having little or no ungranted lands left, would not benefit from such a change, but instead would lose their revenue based on seigneurial rights--rents, lods et ventes, the banal mill.<sup>101</sup> The ministers in England seemed more cognizant of these implications than Smith, and they proceeded with caution. Smith was forced to drop his bill on voluntary conversion of tenure in March of 1791<sup>102</sup> and for the time being the change in existing tenures dropped out of the political debates of the élites. But at the grass roots level, the idea was not extinguished. It continued to smoulder, ready to flare up again.

The plan for a new constitution was carried to fruition according to a compromise worked out by Lord Grenville: the division of the colony. The eastern section, called Lower Canada, would maintain its seigneurial land tenure and its French civil law. In the western section, called Upper Canada, free and common soccage tenure and English laws would prevail. The existing land grants, actually seigneuries, would be converted to

free and common soccage tenure upon request. The seigneur being the Crown itself, there would be no problem effecting this transition, and Upper Canadians soon forgot there had ever been seigneuries within their territory. In Lower Canada, the right to grant seigneuries remained, but the rapid survey of townships and the granting of land in free and common soccage after 1791 tended to obliterate this. The act itself read: "where lands shall be hereafter granted within the said Province of Lower Canada, and where the Grantee thereof shall desire the same to be granted in Free and Common Soccage, the same shall be so granted."<sup>103</sup> Both colonies received an assembly, but the merchants of Lower Canada were aghast at having been isolated among the French majority, which neutralized the purpose of obtaining an assembly--having a chance to control it.

With the new constitution came instructions to the Governors to encourage settlement and grant lands in small lots--of 200 acres or less--to people in a position to occupy them. Many studies of land granting in this period demonstrate clearly that these instructions could easily be by-passed in both colonies.<sup>104</sup> In Lower Canada, these were subject to the interpretation of William Smith and the land committee. This select group of men could therefore exercise patronage or refuse it. Gabriel Christie's petition<sup>105</sup> for a grant in seigneurial tenure to the west of his seigneuries was delayed until after 1791, after which the crown's instructions conveniently provided a reason to refuse it.<sup>106</sup> Christie's influence was sufficient to have his petition considered in England, but quick action on the by the government at Quebec meant that the township of

Hemmingford was surveyed and granted in the area he requested with an expediency surprising in such matters.<sup>107</sup> The land Christie wanted was longer available and his petition was never granted.

Throughout the townships, Smith allowed a 'leader and associate' system to take root.<sup>108</sup> American settlers and speculators alike took up land in the Eastern Townships, and those west of the Richelieu. The new townships circumscribed the seigneuries, creating two zones of settlement in the colony. The myth has prevailed ever since that the French-Canadians remained rooted to the soil in the now constraining seigneurial zone, hardly daring to venture forth into the sea of English settlers which surrounded them. But the myth does not stand up under scrutiny. In studying the settlement of the Eastern Townships, we found that although not numerous, French-Canadians settled in the townships as early as the 1820's, apparently without grave concern about their distance from the parish church.<sup>109</sup>

To say that the French-Canadians moved into the townships as readily as they moved into the next rang of their own seigneurie would be overstating the case, but it may be closer to reality than a belief in the mythological hold of the seigneuries over these Canadian farmers. The large areas of land alienated to speculators under Smith and subsequent régimes were an important factor in limiting their movement into the townships. Also, as our study of the Upper Richelieu Valley shows, there is another side to this myth. The English farmers did not locate only on township lands as is commonly believed. In the Upper Richelieu

Valley many settled on seigneurial land and played an important role in the social and economic development of the region. The tendency to generalize about the behaviour of the French, English, Loyalist and American has obscured the complex reality of the historical experience. With its English seigneur and American as well as Canadian censitaires, the Upper Richelieu Valley is an excellent example of that complexity.

If the myth is not true, however, we are left with unanswered questions. Why, if the seigneurial system was seen as a regressive and outmoded system of tenure, was it not only tolerated but embraced by the incoming English both as seigneurs and as censitaires? To begin answering this question we must look beyond the rhetoric of the struggle over land tenure in the 1780s, which portrayed the differences between the two tenures in ideological terms, and study the way the system operated in practice, socially and economically, after 1760. In examining the settlement and development of Christie's Upper Richelieu Valley seigneuries to 1854 (Chapters 3-5), we find that seigneurial tenure benefitted some censitaires and the professionals who assisted with its management as well as the seigneur. The prosperity of the early American (Loyalist) settlers and their dominant position in the local socio-economic structure indicates that despite their political objections to seigneurial tenure, they prospered under it. This suggests that it is because it was profitable to more than just the seigneurs that seigneurial tenure was maintained as long as it was. It also suggests that one must look beyond land tenure to explain the growing stratification of the rural population.

## NOTES TO CHAPTER TWO

<sup>1</sup> Useful studies of the seigneurial system are R. C. Harris's The Seigneurial System in Early Canada; Louise Dechêne's "L'évolution du régime seigneurial au Canada", Recherches Sociographiques 12 (1971): 143-183, and J.-P. Wallot's "Le régime seigneurial et son abolition au Canada," CHR (1969): 367-393. For the legal aspects see F. J. Cugnet's Traité de la Loi des Fiefs, (Quebec, 1775).

<sup>2</sup> Dechêne, "L'évolution", 151-2.

<sup>3</sup> At Laprairie and at Montreal, wheat was specified as early as 1679 and 1681. (Pièces et Documents Relatif à la Tenure Seigneuriale (Quebec, 1852), Document 127, p. 183.) On Ile Jésus it became common between 1742 and 1752 (Sylvie Dépatie, "L'Administration de la Seigneurie de l'Ile Jésus au XVIIIe Siècle," M.A. Thesis, U of M, 1979, pp. 65-67), and in the Lower Richelieu, around 1720 (Allan Greer, "Habitants of the Lower Richelieu: Rural Society in Three Quebec Parishes, 1740-1840," Ph.D. Thesis, York University, 1980.)

<sup>4</sup> Dechêne, "L'évolution", p. 164.

<sup>5</sup> On the island of Montreal servitudes stabilized around 1730 (Dechêne, "L'évolution", 171-2) but on Ile Jésus there was an increase in the number of servitudes in the 18th c. (Dépatie, "Ile Jésus," pp. 108-11).

<sup>6</sup> Harris, Seigneurial System, p. 75.

<sup>7</sup> Michel Brunet, Les Canadiens après la Conquête; I. Caron, La colonisation de la Province de Québec, (2 vols. Quebec: Action Sociale Ltée, 1927), I: 42-6. In some cases extensions were granted. PAC, Report, (1890): 9.

<sup>8</sup> C. K. Meek, Land Law and Custom in the Colonies. 2nd ed. (London, 1949). The glossary, pp. 321-6, is useful.

<sup>9</sup> Louise Dechêne, "La rente du faubourg Saint-Roch à Québec--1750-1850," RHAF 34, (Mar. 1981): 569-6.

<sup>10</sup> Quebec Gazette, Feb. 14, 1765.

<sup>11</sup> Quebec Gazette, Oct. 4, 1764.

<sup>12</sup> Ibid.

<sup>13</sup> Harris, Seigneurial System, 58-61.



- 14 Ibid, pp. 102-3.
- 15 Pargellis, Military Affairs, 446-449.
- 16 For more details on settlement, see L. Beauregard, "Le peuplement du Richelieu," Revue de Géographie de Montreal, 19 1-2(1965): 43-75. Knowledge of pre-war settlement is largely based on Peter Kalm's Travels.
- 17 Climate and soils are discussed by Raoul Blanchard, L'Ouest du Canada Français (Montreal: Beauchemin, 1953), pp. 63-65, and in L. Beauregard, "Les étapes de la mise en valeur agricole de la vallée du Richelieu," CGQ (1970): 171-214. His map of basic soil types (p. 176) is especially useful to the general reader.
- 18 Chazy is the seigneurie referred to as Livaudière in Harris and Trudel, but this grant (April 11 1733) was withdrawn (DCB, IV, 654). It was regranted on Nov. 1, 1752 and sold to de Beaujeu on May 2, 1754. It was sold to G. Christie, according to French law, on July 20 1763; a second deed executed on Oct. 28, 1766 was registered at Quebec and New York. PAC, RG1 L3L, 59, 30119, 30076. A copy of the grant of Chazy has been reproduced in E.B. O'Callaghan, The Documentary History of the State of New-York, (Albany, 1850-51), vol. 1: 362.
- 19 PAC, MG8 F99.9, 16, Agreement to Purchase.
- 20 Christie believed only one league extended into New York but the final frontage was only 2 leagues so that the loss was also 2 leagues. PAC, RG1 L3L, 59, 30119-20; Memorial, May 30, 1766, New York Colonial Manuscripts, Land Papers, 20, 179 (photocopy); New York State Library, Albany. (I am indebted to A.S. Everest's study of Moses Hazen for this reference.)
- 21 Privy Council, Acts Colonial Series, V: 146.
- 22 Most estates were confiscated under New York's Act of Attainder, but Christie's property was seized at the request of Moses Hazen, in retaliation for the seizure of his Canadian property. A. S. Everest, Moses Hazen, p. 155.
- 23 The size is approximately 68,884 A. or 23,550 ha.
- 24 DCB, IV, 146; PAC, RG1 L3L 59, 30171.
- 25 ANQ-M, Panet, Transport, Sept. 8, 1764.
- 26 Quebec Gazette, Sept. 29, 1766.
- 27 DCB, IV, 709.
- 28 ANQ-M, Panet, Transport, Oct. 27, 1774.

29 P.G. Roy, Pierre-Georges, ed., Inventaire des concessions en fief et seigneurie, foi et hommage, et aveux et dénombrements, conservés aux Archives de la Province de Québec (6 vols. Beauceville: L'Éclaireur, 1927-29), VI: 71.

30 ANQ-M, "Divers", Appointment, July 28, 1788.

31 Roy, Inventaire, IV: 244-6.

32 Bouchette, Joseph, A Topographical Description of the Province of Lower Canada, with remarks upon Upper Canada, and on the relative connexion of both provinces with the United States of America (London: W. Faden, 1815), p. 189; Amherst, Diary, pp. 208-9.

33 PAC, MG8 F99.9, 21, 18124, Instructions, Feb. 1785.

34 Ibid, 18090, Sale, Mar. 27, 1764.

35 Ibid, Réunion, Feb. 16, 1765.

36 Ibid, 18090, Sale, Mar. 27, 1764.

37 Ibid, 18124, Instructions, Feb. 1785.

38 Ibid, 18132, Plan Figuratif, June 4, 1785, J.-B. Grisé.

39 PAC, MG8 F99.9, 19, 16787, Objection, June 1785.

40 Ibid, 19, 016807; 21, 18169.

41 BL, Add. MSS. 21737, pt. 1, PAC, MG 21, B.77, 284, also quoted in Hilda Neatby, The Administration of Justice Under the Quebec Act (Minneapolis: University of Minnesota Press, 1937), p. 261.

42 Ibid, 216-19, Freeman to Haldimand, Quebec, 31 July 1789. He writes:

Yesterday General Christie and two Daughters arrived from England after a passage of eleven weeks and a touch of the gout into the bargain. But, he is kept alive by some lawsuits that are on his hands and among them one with Colonel Caldwell about some useless lands in an obscure part of the province about which no other reasonable man would ever have spent a farthing.

43 PAC, MG8 F99.9, 21, Instructions, Sept. 8, 1791, 18173.

44 Ibid, Judgement, May 31, 1792, 18179.

45 Quebec Gazette, July 2, 1795.

46 PAC, M8 F99.9, 21, 18183, Pennoyer, survey warrant, 1795-1796.

47 ANQ-M, Papineau, Feb. 11, 1799, Inventory, GC.

48 Campbell's half was surveyed in diagonal lots but most of these were replaced by new surveys. Surveys are discussed in greater detail in Chapter 4. The diagonals can be seen in Photo 3.

49 PAC, M8 F99.9, 23, 2, Sale, Aug. 2, 1764 (Panet).

50 Kent-Delord Collection, vol. 66.7e, no. 8/1/21 (photocopy), State University, Plattsburgh, N.Y. (Reference to this document was obtained from Everest, Moses Hazen).

51 Everest, Moses Hazen, 173.

52 Ibid, 20.

53 PAC, M8 F99.9, 25, 20582, Nov. 15, 1770, Division.

54 Hazen's participation in the American War and other aspects of his career can be found in A. S. Everest, Moses Hazen and the Canadian Refugees in the American Revolution, and will not be repeated here.

55 PAC, RG4 B17, vol. 8. Sale of 28 Sept. 1790.

56 He asked Mooers to approach Glenny or Grant to effect a settlement. Hazen believed Christie was directing the sheriff in this matter. Hazen to Mooers, April 13, 1790, Bailey Collection, Feinberg Library (photocopy).

57 Hillhouse to Hazen, June 18, 1790, Misc. MSS Coll., N.Y. State Library (photocopy).

58 PAC, MG 19 A2, s.3, vol. 160, 28 Sept. 1790.

59 Ibid.

60 Everest, Moses Hazen, p. 157.

61 RG4 B52, vol. 3, 20 July 1842, Grant, Minutes of Evidence. Christie's farm had been sold "à constitut de rente" for 25 per half [Arpent] but paid the seigneur a minimal rent of 5 bushels of wheat and £1 (25 livres). On the question of town lot sales see also Chapter 3.

62 ANQ-M, Foucher, Oct. 2, 1784, Transport.

63 Bouchette, Topographical Description, 175-6.

64 ANQ-M, Papineau, Nov. 23, 1796, Sale of Chambly.

- 65 ANQ-M, Papineau, Nov. 23, 1796.
- 66 R. Gauthier, Les manoirs du Québec, (Montreal: Fidès, 1976), p. 76, shows a illustration of this manor with later additions. It is shown under its later title, "Yule Manor".
- 67 ANQ-M, Panet, Sept. 7, 1764.
- 68 ANQ-M, Panet, Jan. 22, 1777.
- 69 PAC, RG1 L3L, 154 on mf C-2552, Apr. 8, 1766, Sale s.s.p.
- 70 Ibid.
- 71 DCB, IV, 402-3; ANQ-M, Mezière, Feb. 2, 1785.
- 72 ANQ-M, Papineau, Aug. 20, 1788, Annotation to the deed of sale.
- 73 ANQ-M, Papineau, Feb. 11, 1799, Inventory GC; Quebec Gazette, May 6, 1813.
- 74 ANQ-M, Foucher, June 14, 1777.
- 75 Roy, Inventaire, II: 260, 268.
- 76 ANQ-M, Panet, Apr. 4, 1777, no. 4667; PAC, M88 F99.2, 5694, Account Rybot-Christie. The house, by order of the court, had to pay widow Chabert a dower of £500 to be held by the possessor, the interest at 5% paid annually. Christie's payments to the widow were deducted from his lease payments. The actual price of the sale is not indicated.
- 77 ANQ-M, Papineau, Feb. 11, 1799, Inventory, GC.
- 78 ANQ-M, Panet, Apr. 26, 1763, no. 1832, no. 1833.
- 79 "Le Recensement des Gouvernements de Montréal et des Trois-Rivières," ANQ, Rapport, (1936-37): 1-121.
- 80 ANQ-M, Grisé, Oct. 18, 1792, Sale, GC to Isaac Germain.
- 81 ANQ-M, Delisle, March 31, 1798, no. 2603.
- 82 Including the £4,000 for the lease of Chambly Mill, the total documented amount of his purchases is £11,151. To this one must add the price of Delery for which we have no documentation but which has been estimated at £300.
- 83 Neatby, Quebec, p. 60.

84 AUM, Baby Coll., Box 195, Robertson to Berczy, 1 Feb. 1799.

85 This figure is calculated from the price paid and the area of the seigneuries.

86 Petition, Oct. 25, 1774, PAC, RG1 L3L, 59, 30068-9, on mf C-2516.

87 The number of Loyalists was estimated to be 6,000. The distribution and proportion to Canadian inhabitants is cited by Lord Dorchester in a letter to Lord Sydney, Nov. 8, 1788. Documents Relating to the Constitutional History of Canada, edited by Adam Shortt, and A. G. Doughty, vol. I, 1759-1791, (PAC publication, 1918, 2nd ed.), pp. 971, 958.

88 Burt, The Old Province of Quebec, pp. 402, 411-12. The first petition was on September 30, 1783, the second on Nov. 24, 1784. A copy of the second can be found in Shortt, Documents Constitutional, I: 742-54.

89 Ibid, I: 960-1, Finlay to Nepean, Feb. 9, 1789. Finlay is of the opinion that "the mass of Canadians are not yet qualified to Judge of the matter [an assembly]--they could not reason on the proposed change: they'll be happy under any well-regulated government, and perfectly contented whilst they remain exempted from taxes, provided no alarm shall be sounded to rouse apprehensions touching the safety of their religion."

90 We do not know much of the Loyalists' attitude but it was likely to be similar as that of the squatters described by Sung Bok Kim in Landlord and Tenant in Colonial New York Manorial Society, 1664-1775, (Chapel Hill: University of North Carolina Press, 1978), p. 415:

The squatters were clearly devoted to freehold property for themselves, and they violently resisted the efforts to subject them to leasehold status. However, there is no evidence that they rejected in principle the large landowner-tenant arrangement. They were fighting for their own property in good middle-class fashion. . . . Their concern for property was as great as that of the landlords they were opposing. The rebels of 1766 were, in short, neither social revolutionaries nor a jacquerie but simply petty landed bourgeois.

91 BL, Add. MSS. 21737, pt. 1, PAC, MG 21, B.77, pp. 261-2, Christie to Haldimand, Oct. 19, 1789.

92 William Smith, The Diary and Selected Papers of Chief Justice William Smith, 1784-1793. 2 vols. Edited by L.F.S. Upton. (Toronto: The Champlain Society, 1964), p. 225.

93 H.A. Innis and A.R.M. Lower, Select Documents in Canadian Economic History, 1783-1885, (Toronto: University of Toronto Press, 1933), p. 14, Finlay to Nepean, July 30, 1788.

94 Robert Christie, A History of the Late Province of Lower Canada, Parliamentary and Political, from the the commencement to the close of its existence as a separate Province (6 vols. Montreal: Richard Worthington, 1866), vol. I: 111-2.

95 BL, Add. MSS. 21737, pt. 1, PAC, MG 21, B.77, p. 33, Christie to Haldimand, 21 Mar. 1788.

96 Ibid, p. 102, R. Mathews to Haldimand, Quebec, 24 Oct. 1788.

97 Ibid, pp. 90-1, Fleury Deschambault to Haldimand, Oct. 1, 1789.

98 Ibid.

99 Ibid, p. 33, Christie to Haldimand, Montreal, Mar. 21, 1788.

100 BL, Add. MSS. 2137, pt. 2, fo. 337, PAC, MG21, B.77 pt. 2, Freeman to Haldimand, 9 Nov. 1790.

101 Caron, Colonisation, (Appendix VIII) I: 281-287.

102 It was dropped as a result of public protest. DCB, IV, 717.

103 Shortt, Documents Constitutional, I, 969-1002.

104 On Upper Canada, see the studies by John Clarke, "The role of political position and family and economic linkage in land speculation in the Western District of Upper Canada, 1785-1815." Canadian Geographer 19, (1975): 18-34, and "Aspects of Land Acquisition in Essex County, Ontario, 1790-1900." HS/SH XI, 21 (May 1978): 98-119; and R.W. Widdis, "Speculation and the Surveyor: An analysis of the Role Played by the Surveyors in the Settlement of Upper Canada," HS/SH (Nov. 1982): 443-458. On Lower Canada, see Caron, Colonisation, vol. 2, Les Cantons de l'Est, 1791-1815; and Gerald F. McGuigan, "La concession des terres dans les canton de l'Est du Bas-Canada (1763-1809)," Recherches Sociographiques (Jan.-Apr. 1963): 71-90, and "Administration of Land Policy and the Growth of Corporate Economic Organization in Lower Canada, 1791-1809," Canadian Historical Association Report (1963): 65-73.

105 Christie's had petitioned for land here on several occasions, but the current petition was dated Sept. 17, 1787 and was renewed April 7, 1791. Christie hoped that his earlier petition would give him priority over newer applicants. PAC, RG1 L3L, vol. 59, pp. 30073-112 on mf. C-2516.

106 PAC, RG1 L3L, 59, 30098-100 on C-2516, June 21, 1792, Report of a Committee of the whole Council. The committee reported:

That the portion ungranted, according to the Petitioner's Diagram, consisting of one hundred and fifty thousand acres, & by its quality admitting of close settlement, the safety & defense of the Province, render it a measure of obvious policy, to cover these lands as speedily as possible, with faithful husbandmen interested by their property, in the defense of that frontier . . .

That for the better effectuating of such intention, these lands ought to be parcelled out & granted away, in small farms, to create as numerous a population as the soil can subsist . . .

That in this view, tho' neither personal merits of the petitioner nor his claim to a compensation for losses . . . bear upon the question in reference; which, on the ground of making such a disposition of the Crown's Wastes, as is most conducive to the common utility, repels . . . the application of Major General Christie, for a large grant to an individual . . .

[The committee recommends the government grant] to no individual more than a farm of two hundred acres, . . . to select such, as shall from their principles & habits, be least likely to coalesce with the subjects of the neighbouring states--and to this end the committee recommend an immediate survey to be made of the Lands to be so granted . . .

107 PAC, Report (1891), p. 18, 20 (Clarke to Dundas, 12 Aug. 1792, and Dundas to Clarke, 3 Oct. 1792). Dundas informed Clarke that Christie's petition was referred to the Lords of Trade. But as early as August 12, 1792 a petition was received from John Cooper, formerly with the Engineers at Ile-aux-Noix, asking for land in this area, "understanding that the lands at the back of Colonel Christie's seigniorie of La Colle . . . are ordered to be laid out into farms of 200 each." Hugh Finlay, Chairman of the land committee annotated the petition, saying that the survey warrant was issued in July, "to lay out the land in the rear of General Christie's possessions" and that of

these farms the petitioner may receive one. (PAC, RG1 L31, vol. 65, p. 32268, on mf. C-2518.) Clearly the land committee made no effort to wait for a reply to his petition, and probably even expedited the surveys and grants in that particular location in order to be sure that Christie would not obtain it under seigneurial tenure.

108 McGuigan, "Concession des terres".

109 Marriages before justices of the peace disturbed the bishop but were common practice among isolated settlers. See Françoise Noël Smith, "The Establishment of Religious Communities in the Eastern Townships of Lower Canada, 1799 to 1851," (M.A. Thesis, McGill University, 1976), chapter VIII. The missionaries discovered some families where children as old as 16 and even 26, having never seen priests, were afraid of them (p. 197).



## PART TWO: THE UPPER RICHELIEU VALLEY

### CHAPTER THREE: POPULATION AND VILLAGE GROWTH

#### INTRODUCTION

In 1764, the Upper Richelieu was an unsettled military frontier. Its human landscape was military, with the Forts at Chambly, Saint-Jean, and Ile-aux-Noix its most prominent features. In the administrative framework of the province of Quebec, this area fell into the District of Montreal. English recognition of French property rights meant that seigneuries would remain the organizational structure within which settlement and the legal aspects of land holding would evolve. The Roman Catholic parish network of the colony placed the whole area of the Upper Richelieu within the bounds of the parish of Chambly, a situation which would change gradually as settlement progressed and new parishes emerged. The seigneuries of our study area--Bleury, Sabrevois, Noyan, Delery and Lacolle--did not begin to receive permanent settlers until after the American Revolutionary War. The forest industries preceded and accompanied settlement, and continued to be of importance through to 1854 (the end of the period studied). These industries helped integrate the local economy into the global economy of the colony. Permanent settlement began in the 1780s with the arrival of Loyalists and other Americans from the south who formed the core of English-speaking settlements in the southern part of Lacolle and Noyan.

At the same time, Canadians from adjacent parishes settled in Delery and Bleury. Both groups and new immigrants occupied the interior of the seigneuries, parts of which were opened to settlement only after 1815. (The land-granting aspects of this settlement process is considered in Chapter 4.) The granting of lands, however, affected only a proportion of the population. For an overview of population growth and the progress of agriculture and industry, the most important source of information is the census. But this source is not without serious problems--the absence of data before 1825, and changing census boundaries.

The major problem concerning the use of census information at a micro-level for the period before 1861 is the instability of census division boundaries. This cannot easily be compensated for. We have not tried to do so and therefore all comparisons of absolute data over time are subject to this limitation. Wherever possible we compare ratios rather than absolute data. The data we use for our study area is that for the census divisions which correspond most closely to our five seigneuries. In 1831 the seigneuries were the census divisions. After 1846, part of Noyan, and part of Delery, fell into adjacent divisions. In 1861, there were other minor changes. (Since the census divisions are parishes, these changes are discussed in greater detail in Section 2.) The second problem is that of units of measurement. In our study area the unit of survey was the arpent, and this unit was used in the census data, even when acres are indicated in the published reports. To the south of Noyan in the seigneurie of Foucault (Caldwell's Manor) acres were used. That is why we

have not included the seigneurie of Foucault with our study area (which would maintain greater consistency in the boundaries), but instead have excluded the parishes of St. Thomas and St. George (of Clarenceville), partly in Noyan. Volume was measured using the minot (1 minot=39 litres) in most areas during the first half of the 19th century, but the published censuses after 1831 claim to report volume in bushels. McInnis, who has examined the census data for Saint-Bernard-de-Lacolle in detail, states that they reported in minot in 1851,<sup>1</sup> and we assume that the same was true in 1846. It is difficult to be certain and units could be mixed. The situation was similar for hay. In 1851 bundles (of 16 lbs.) were used at the level of the census division but county totals were also given in tons (140 bundles=1 ton). Despite these shortcomings, the census data allows us to trace the progress of settlement, agriculture, commerce and industry in our study area.

The War of 1812 caused a brief setback in the progress of settlement in the Upper Richelieu Valley. When land granting resumed in 1815, land was taken up rapidly. We estimate, based on our deed of concession sample (see Chapter 4), that as much as 90% of the seigneuries' land area was granted by 1825. Most of what remained was of poor quality. Yet the population that year, although approaching 10,000, was still less than half of what it would be when it reached its maximum level of 23,654 in 1861, an increase of 139% (Table 13). Furthermore, the area held by individuals reported in the 1831 census represented only 63% of the Christie seigneuries' land area (Table 39).<sup>2</sup> The discrepancy

is not necessarily an error in our estimate, but could reflect the large areas which had been granted but which remained unoccupied. The census could have identified these as part of the "wild" land category. The improved area of the seigneuries was an even smaller proportion of the total, only 22%. But the rapid growth of the population, concentrated between 1825 and 1846 and levelling off thereafter, was also reflected in the progress of land clearing and cultivation. The figures available for 1831 and 1846 both contain errors, but are critical to showing the trend of development to 1861 (Tables 14-18). The ratio of land improved to land held, for example, increased from 0.36 in 1831 to 0.54 in 1851, and 0.71 in 1861. For the individual farm, on average, this meant progress from 30 A. cleared in 1831 to 42 A. in 1851, and to 65 A. in 1861. At the parish level, however, one can discern important differences between areas of early settlement, such as Saint-Bernard-de-Lacolle, and areas of recent settlement, such as Saint-Alexandre.

TABLE 13  
Population Growth in the Christie Seigneuries, 1825-1861

CENSUS DIVISION	1825	1831	1846	1851	1861
Bleury	1402	2283	--	--	--
Christieville	--	--	--	1294	1590
St-Athanase	--	--	4605	2682	2602
St-Alexandre	--	--	--	2203	2890
Sabrevois	550	1124	--	--	--
St-George H.	--	--	3622	4577	5389
Noyan	1839	2429	--	--	--
Deiery	4248	5422	--	--	--
St-Cyprien	--	--	3825	4495	4579
St-Valentin	--	--	2340	3052	2915
Lacolle	1857	2154	--	--	--
St-Bernard	--	--	3228	3483	3689
Total:	9896	13412	17620	21786	23654
% Increase		36	31	24	9
% Increase 1825 - 1861 = 139%					

SOURCE: Census of Canada.

TABLE 14  
Area of Land Held and Improved in 1831  
(in Arpents)

CENSUS DIVISIONS	POP	AGR FAa	HELD	IMPR	IMPR/HELD
Saint-Athanase	2284	224	13005	4747	0.37
Sabrevois	1125	173	16645	5826c	0.35
Noyan	2428	296	29295	9332	0.32
Delery	5437	555	37290	15707	0.42
Lacolle	2150	301	31778	10387	0.33
Total:	13424	1549	128013	45999	0.36

CENSUS DIV 1831	% Area of Sy HELD	% Area of Sy IMPR	Area per Farm HELD	Area per Farm IMPR	Area per Capita HELD	Area per Capita IMPR
Saint-Athanase	52	19	58	21	6	2
Sabrevois	41	14	96	34	15	5
Noyan	75	24	99	32	12	4
Delery	56	24	67	28	7	3
Lacolle	66	22	106	35	15	5
Total:	63	22	83	30	10	3

SOURCE: Census of Canada, 1831.

<sup>a</sup> The number of families making their living from agriculture, this figure does not correspond to either the number of proprietors or the number of households. It is comparable with the number of occupants of property over 10 Arpents used in the 1851 and 1861 tables in that it eliminates those whose occupations are not farmers. The small number of trading families who in all likelihood are also farming, are not large enough to distort the values calculated.

<sup>b</sup> The area of seigneurie used to calculate this percentage is the area of the farmland censive calculated from the Cadastres abrégés given in Table 39 on page 254.

<sup>c</sup> There is an error in the published census. We have corrected this using a ratio of 0.35 A. improved to each Arpents held. The ratio, an average of Bleury and Noyan, probably overestimates the value of land improved slightly.

TABLE 15  
Area Held and Improved in 1846  
(in Arpents)

CENSUS DIV 1846	POP	AREA IN ARPENTS		IMPR/ HELD	HELD/ POP	IMPR/ POP
		HELD	IMPR			
Saint-Athanase	4605	31460	4747	0.15	7	1
St-George-de-H.	3622	[40955]	[12391] <sup>a</sup>	0.30	11	2
Saint-Cyprien	3818	28530	9332	0.33	7	2
Saint-Valentin	2340	16762	15707	0.94	7	7
Lacolle	3227	39857	10387	0.26	12	3
Total:	17612	157564	52564	0.31	9	3

SOURCE: Census of Canada, (1846), JALAC, 1846.

NOTE: The census divisions totally in the Christie seigneuries are given here. As a result, some areas are not included in the data, particularly the southern half of Noyan, known as Christie Manor, which is partly in St. Thomas and partly in St. George of Clarenceville, the two anglican parishes which extend through Foucault as well. These could not be included, because the areas in Foucault are reported in acres, and those in Noyan in arpents. The correspondence with the manuscript census of 1844 is not sufficient to make a correction. There is also no information on the number of farm families which can be used to compare with the other censuses.

<sup>a</sup> There is a error in the figures as printed. The area held is given as 123916 and the area improved as 40955. We assume there has been a reversal of the figures from one column to the other, but the first figure exceeds the possible by the power of 10. By reversing the figures and dropping one digit, on the first, we get the amounts given here, which also gives an improved to held ratio which is similar to the area as a whole.

TABLE 16  
Area Held and Improved in 1851 in Arpents

CENSUS DIV 1851	POP	OCC <sup>a</sup>	HELD <sup>b</sup>	IMPR	IMPR/HELD
Christieville	1294	20	1698	669	0.39
Saint-Athanase	2682	323	21592	13043	0.60
St-Alexandre <sup>c</sup>	2203	264	16000	5028	0.31
St-George-de-H.	4577	448	36276	17723	0.49
Saint-Cyprien	4495	423	34193	19517	0.57
Saint-Valentin	3052	294	20388	12947	0.64
St-Bernard	3483	370	36906	21586	0.58
Total:	21786	2142	167053	90513	0.54

CENSUS DIV 1851	HELD/OCC	IMP/OCC	HELD/POP	IMP/POP
Christieville	85	33	1	1
Saint-Athanase	67	40	8	5
St-Alexandre	61	19	7	2
St-George-de-H.	81	40	8	4
Saint-Cyprien	81	46	8	4
Saint-Valentin	69	44	7	4
St-Bernard	100	58	11	6
Total:	78	42	8	4

SOURCE: Census of Canada, 1851.

<sup>a</sup> The value used is here is all occupants holding more than 10 A. of land. This corresponds to our decision not to consider areas of less than 10 A. as farmland grants, and is approximately equal to the number of farms, thereby being comparable to the 1831 figure for farm families.

<sup>b</sup> Because we have removed the plots of less than 10 A. we have also taken out the area held in gardens and orchards. This value is therefore the area held in crops and in pasture. This also adjusts the values for Christieville to include only the farm holdings.

<sup>c</sup> The parish of Sainte-Alexandre is created in the rear of Bleury and Sabrevois, and also includes some of the land in the adjacent seigneurie of Monnoir.



TABLE 17  
Area of Land Held and Improved, in 1861  
(in Arpents)

CENSUS DIV 1861	POP	OCC <sup>a</sup>	HELD <sup>b</sup>	IMPR	IMPR/HELD
Saint-Athanase	2602	339	25292	24029	0.77
St-Alexandre	2890	287	22612	13628	0.48
St-George-de-H.	5389	369	37456	38748	0.83
Saint-Cyprien	4579	363	28230	27581	0.76
Saint-Valentin	2915	195	26251	25266	0.75
St-Bernard	3689	410	40427	35414	0.61
<b>Total:</b>	<b>22064</b>	<b>1963</b>	<b>180268</b>	<b>127579</b>	<b>0.71</b>

CENSUS DIV <sup>o</sup> 1861	HELD/OCC	IMPR/OCC	HELD/POP	IMPR/POP <sup>o</sup>
Saint-Athanase	75	57	10	7
St-Alexandre	79	38	8	4
St-George-de-H.	102	85	7	6
Saint-Cyprien	78	59	6	5
Saint-Valentin	135	101	9	7
St-Bernard	99	61	11	7
<b>Total:</b>	<b>92</b>	<b>65</b>	<b>8</b>	<b>6</b>

SOURCE: Census of Canada, 1861.

<sup>a</sup> The value used is here is all occupants holding more than 10 A. of land. This corresponds to our decision not to consider areas of less than 10 A. as farmland grants, and is approximately equal to the number of farms, thereby being comparable to the 1831 figure for farm families.

<sup>b</sup> Because we have removed the plots of less than 10 A. we have also taken out the area held in gardens and orchards. This value is therefore the area held in crops and in pasture. This also adjusts the values for Christieville to include only the large holdings.

The smooth curve of population growth and increasing land clearings masks the intensity of rural mobility in the 19th century. Although we have not attempted to reconstitute families or to study the demographic characteristics of our population, there are indications that this area was similar to others where such studies have been done, and that those who persisted were only a proportion of the total.<sup>3</sup> If the population was stable, for example, the names of censitaires in the Cadastrés abrégés of 1857<sup>4</sup> and in earlier partial lists would coincide with those in the land grants. This was seldom the case. From the census data, we can also see that the English-speaking or protestant population of our study area (synonymous terms except for the Irish Catholics; it was not until 1846 that the origin of the population was given) was stable, natural increase being offset by out-migration (Tables 19-20). (Since some of the loss between 1831 and 1846 is accounted for in changing census division boundaries, we hesitate to say there was a decrease in their numbers.) In contrast, the Catholic population, French-Canadian and Irish, increased by 46% between 1831 and 1846. Between 1851 and 1861, it increased by 15%, more than the population as a whole. This was due to natural increase, since all foreign-born groups declined in number (Table 20). The increase in the Canadian-born population was about equal for the French and the English-speaking groups (12% and 11%), but a decrease in the English-speaking Canadian population between 1846 and 1851 meant that this group maintained a population level of about 2,500. The proportion of French-Canadians in the area increased from 72% to 85%, approximately, between 1831 and 1861. Although more

TABLE 18

Population Increase, 1831-1861: Catholic and Protestant Compared

CENSUS DIVISION	Catholic Population				Protestant Population			
	1831	1846	1851	1861	1831	1846	1851	1861
Bleury	2159	--	--	--	124	--	--	--
Christieville	--	--	1143	1440	--	--	151	150
St. Athanase	--	4204	2466	2415	--	401	216	187
St. Alexandre	--	--	2064	2847	--	--	139	43
Sabrevois	883	--	--	--	241	--	--	--
St. George de	--	2759	3683	4695	--	863	894	694
Noyan	976	--	--	--	1453	--	--	--
Delery	4902	--	--	--	520	--	--	--
St. Cyprien	--	3567	4122	4442	--	258	373	373
St. Valentin	--	2131	2790	2667	--	209	262	262
Lacolle	750	--	--	--	1404	--	--	--
St. Bernard	--	1502	1886	2288	--	1726	1597	1597
Total:	9670	14163	18154	20794	3742	3457	3632	3306
% Increase		+46	+28	+15		-8	+5	-9

SOURCE: Census of Canada.

TABLE 19  
Population by Origin, 1846-1861

CENSUS DIVISION	CANADIAN-FRENCH			CANADIAN-NON-FRENCH			ENGLAND		
	1846	1851	1861	1846	1851	1861	1846	1851	1861
Bleury	--	--	--	--	--	--	--	--	--
Christieville	--	1207	1309	--	--	161	--	24	18
St. Athanase	4066	2549	2245	291	--	263	34	6	5
St. Alexandre	--	2052	2844	--	95	22	--	1	1
Sabrevois	--	--	--	--	--	--	--	--	--
St. Geo. H.	2400	3504	4637	800	712	509	19	45	21
Noyan	--	--	--	--	--	--	--	--	--
Delery	--	--	--	--	--	--	--	--	--
St. Cyprien	3464	4005	4357	218	288	147	63	92	16
St. Valentin	2191	2761	2756	97	196	134	19	32	4
Lacolle	1369	1723	1864	1177	1035	1338	366	287	213
St. Bernard	--	--	--	--	--	--	--	--	--
Total:	13490	17801	20012	2583	2326	2574	501	487	278
% Increase		32	12		-10	11		-3	-43

Table 19, continued

CENSUS DIVISION	United States			Ireland			Scotland		
	1846	1851	1861	1846	1851	1861	1846	1851	1861
Bleury	--	--	--	--	--	--	--	--	--
Christieville	--	15	73	--	23	16	--	10	6
St. Athanase	40	13	8	155	107	78	17	6	1
St. Alexandre	--	12	13	--	29	9	--	11	1
Sabrevois	--	--	--	--	--	--	--	--	--
St. Geo. H.	130	71	40	221	196	148	50	48	24
Noyan	--	--	--	--	--	--	--	--	--
Delery	--	--	--	--	--	--	--	--	--
St. Cyprien	16	48	30	52	50	14	7	8	7
St. Valentin	4	27	3	17	27	18	7	6	--
Lacolle	107	188	108	180	203	133	38	41	30
St. Bernard	--	--	--	--	--	--	--	--	--
Total:	297	374	275	625	635	416	119	130	69
% Increase		26	-26		2	-34		9	-47

SOURCE: Census of Canada.

NOTE: The population from other origins is not shown. It consists of only 5 persons in 1846, 33 in 1851, and 30 in 1861.

concentrated in the area where they first settled, both groups were dispersed throughout the study area in 1851. To summarize the settlement of our study area between 1783 and 1851, we note that 3,666 families had built houses and of these only 32 were classed as shanties, whereas 250 were made of stone, brick or lumber (frame houses). The vast majority of houses in the area were log (Table 20). Although house type is at best only a general indication of a family's welfare, this data suggests that a small minority had benefitted from the development of this area to a greater extent than most. The increase in the number of schools, taverns and stores (Table 21) is also a general indication of the institutional and commercial development of the region.

Since most of the families in our study area were engaged in agriculture, agricultural production increased with the population. As the area was transformed from a frontier to a mature rural countryside, one might expect changes in the nature of production, but such changes were more of degree than of substance. Potatoes and hogs were more numerous earlier in the period. (See Table 22 and Appendix I, Tables 83-85.) The greatest change between 1831 and 1851 was the large increase in oats production. Wheat production declined in 1846 but picked up again in 1851.<sup>5</sup> The area devoted to wheat was greater than for any other crop, but it was second in volume produced because of its low yield. For Rouville county in 1851, oats yielded 19.1 bushels per acre and wheat only 6.7.<sup>6</sup> The 1851 census was the first to list the area (in arpents for our study area) devoted to

TABLE 20

Number and Type of Houses in the Christie Seigneuries, 1851

HOUSES, 1851	STONE	BRICK	FRAME	LOG	SHANTIES	TOTAL	FA	FA/HOUSE
Bleury								
Christieville	4	7		220	--	232	262	1.13
St-Athanase	3	1	--	396	--	400	441	1.10
St-Alexandre	1	--	--	355	--	356	377	1.06
Sabrevois								
St-George-de-H.	15	6	20	510	--	551	754	1.37
Noyan								
Delery								
St-Cyprien	15	1	--	636	--	652	750	1.15
St-Valentin	8	5	--	412	--	425	464	1.09
Lacolle								
St-Bernard	46	20	97	388	32	583	618	1.06
Total:	92	40	118	2917	32	3199	3666	1.15

SOURCE: Census of Canada.

TABLE 21

Schools, Taverns and Stores in the Christie Seigneuries: 1831, 1846, 1851

	SCHOOLS			TAVERNS			STORES <sup>a</sup>		SHOPS
	1831	1846	1851	1831	1846	1851	1831	1846	1851
Bleury	5	--	--	6	--	--	4	--	--
Christieville	--	--	1	--	--	2	--	--	38
St-Athanase	--	6	7	--	4	2	3	--	10
St-Alexandre	--	--	2	--	--	--	--	--	--
Sabrevois	5	--	--	2	--	--	--	--	--
St-George-de-H.	--	9	9	--	5	2	--	4	15
Noyan	13	--	--	6	--	--	6	--	--
Delery	10	--	--	7	--	--	3	--	--
St.Cyprien	--	6	11	--	6	2	--	4	22
St-Valentin	--	5	--	--	1	2	--	2	6
Lacolle	9	--	--	2	--	--	1	--	--
St-Bernard	--	10	15	--	5	3	--	3	31
Total:	42	36	45	23	21	13	14	16	122

SOURCE: Census of Canada.

<sup>a</sup> In 1831 and 1846 this refers only to stores which sell liquor. In 1851, these are no longer distinguished, and the reference is to all shops and stores.



TABLE 22  
Major Field Crops and Livestock per Capita, 1831, 1846, 1851  
in the Christie Seigneuries

	Volume in <u>Minots</u> <sup>a</sup>			Per Capita Production <sup>b</sup>		
	1831	1846	1851	1831	1846	1851
BARLEY	3711	36015	8458	0.28	2.00	0.39
CORN	17564	4349	10605	1.31	0.25	0.49
OATS	35004	217158	237468	2.61	12.33	10.90
PEAS	12834	33905	36328	0.96	1.93	1.67
POTATOES	122691	269496	58977	9.14	15.30	2.70
WHEAT	84436	52572	146197	6.29	2.99	6.71
Number of Livestock						
CATTLE	9462	12383	13471	0.70	0.70	0.62
HOGS	7584	6426	7377	0.56	0.36	0.34
HORSES	3289	4510	6258	0.25	0.26	0.29
SHEEP	11595	14788	16693	0.86	0.84	0.77

SOURCE: Census of Canada. (See also Tables 83-85, Appendix I.)

<sup>a</sup> The published census reports gives bushels rather than minots as the unit of measure, but we believe our area continued to report in minots. (See p. 152.) Since the minot is 39 litres compared to 36.36 litres for the bushel, the production per capita would be somewhat larger if the unit used was truly bushels. The difference would be more critical if volume per area was under consideration.

<sup>b</sup> Production per capita is used here to see the change over time in the area as a whole despite boundary changes. Production by farm family or by occupant would be a more suitable measure, but census practices change from one to census to the next, and these are not available for all three.

each crop. We calculate from these totals that field crops actually accounted for only 60% of the crop area (Appendix I, Table 85) with other yields, particularly hay, making up the balance. An expanding urban market made hay an important market commodity by mid-century. The number of livestock in the Upper Richelieu Valley increased with the population. Only horses showed a per capita increase (Table 22). Sheep remained the largest category of livestock throughout the period, but wool, cloth and flannel production decreased in absolute terms between 1846 and 1851, probably because more production was located outside the area.<sup>7</sup> The progress of manufactures also followed in the wake of population growth. The increase in the number of mills from 1831 to 1846 is particularly striking; the number of sawmills climbed from 8 to 14. As well three new carding and fulling mills and 13 threshing mills appeared. (Appendix I, Table 83-85). (For a full discussion of mills and especially the seigneurial reserve of mill rights, see Chapter 5.)

In North America it would be exceptional if the settlement of a new area was not accompanied by a growing number of commercial establishments, along with government, professional, religious and educational facilities. The Upper Richelieu Valley was no exception. These service facilities and the population providing them tend to concentrate in urban places, in this case in villages. We have identified ten villages which make up the urban network of the Upper Richelieu Valley in 1854 (Table 23). These villages, along with their common place names, are shown in Map 6. The opening of a post-office and its size provides a

general indication of the development of this network. (See also Section 3.) Urban centres are of particular interest because of the role they play in organizing the rural landscape. We would like to know the relative balance of the forces acting on the landscape as it was formed, and in particular the extent to which the seigneur and the seigneurial system influenced this process. The nature of the landscape which had evolved by 1854 is expected to reflect this balance.

Does the landscape reflect organization for non-economic purposes--seigneurial, religious or judicial administration? Is it organized by economic forces? If so, does it display characteristics of a developed economy and have a hierarchy of central places which one would expect under such circumstances, or does it display characteristics of any particular type of undeveloped landscape?<sup>8</sup> Landscape in this context refers more specifically to the urban landscape, the structure of the relationship between city and countryside in the global economy, and the nature and role of local urban places within that structure. We begin our study with an examination of the village land and the extent to which urban promotion was seigneurial. We then examine the organization of the landscape for religious purposes, and the relationship between the creation of parishes and villages. In the last section we look at the government of rural areas and the economic functions of villages, with a brief look at occupational structure. Although our examination of the village structure is preliminary, and much work remains to be done on the role of villages in the rural

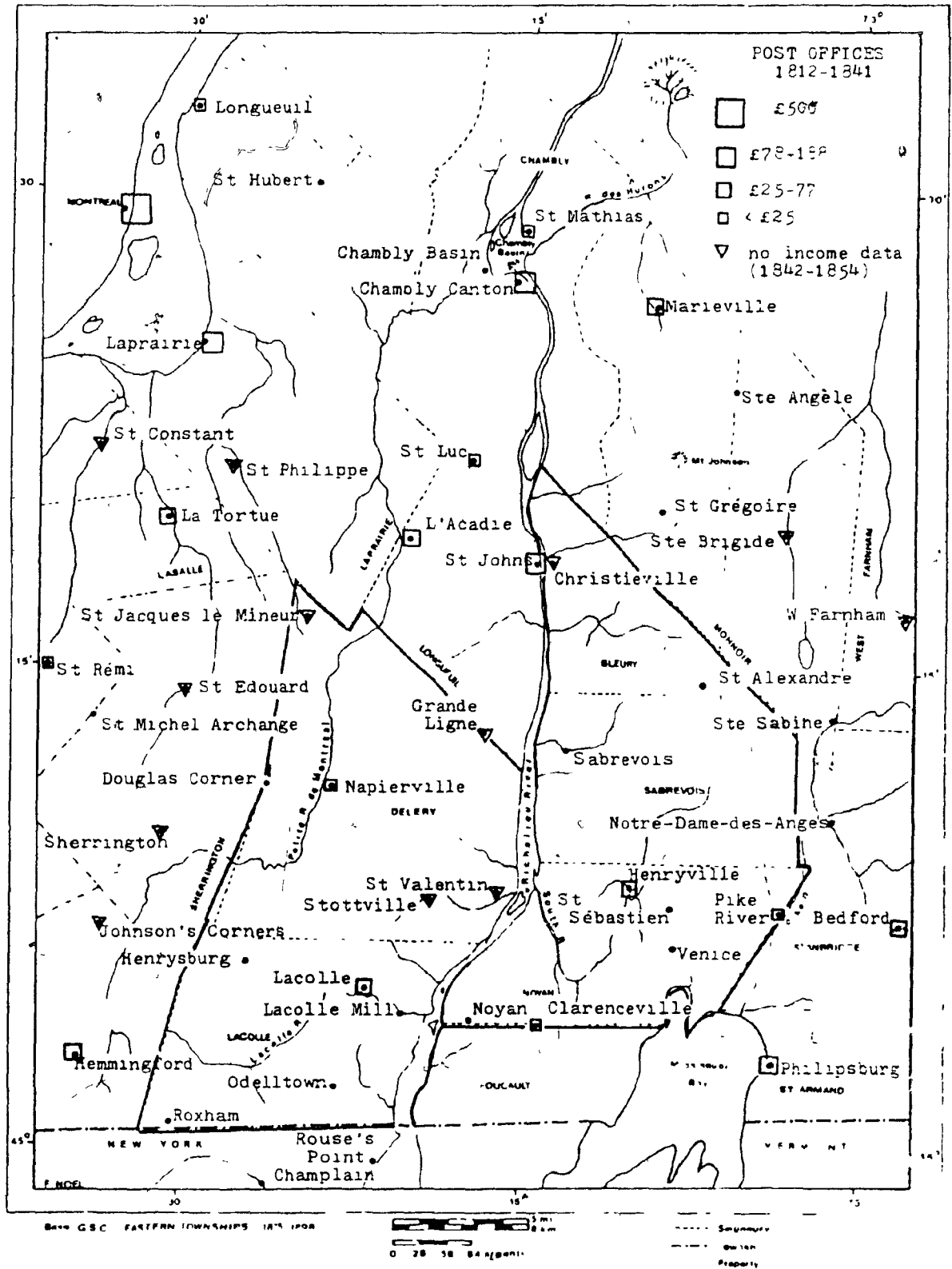
economy, we nonetheless try to evaluate the landscape of the Upper Richelieu Valley, concluding tentatively that its landscape at that time demonstrated characteristics of a colonial economy, and can be classified as dendritic.<sup>9</sup> The economic links between the countryside and the city, and particularly the credit links between local traders and city merchants, as well as with the local population, would have to be studied in greater detail to confirm this. As one would expect in such a situation, the villages and the urban pattern at mid-century displayed the influence of traditional forces: seigneur, parish and government.

TABLE 23  
Villages with Post-Offices in the Christie Seigneuries to 1854

VILLAGE	FIRST CONCESSIONS	POST-OFFICE
Lacolle	1785	1832
Clarenceville	1785	1832
Saint-Valentin	1788	1851
Grande-Ligne	1788	1853
Stottsville	1801	1852
Christieville	1815	1851
Napierville	1815	1832
Henryville	1815	1827
Saint-Jacques-le-M.	1820	1851
Pike River	1835	1841

SOURCE: Post-offices are from F.W. Campbell, Canada Post-Offices, 1755-1895, (Boston: Quarterman Publications, Inc., 1972). See also Map 6.

MAP 6  
PLACE NAMES AND VILLAGES WITH POST-OFFICES (1755-1854)



SOURCE: F.W. Campbell, Canada Post-Offices, 1755-1895.

## I. THE VILLAGE LAND BASE

Villages are agglomerations of population which are distinguished from the countryside by their economic activities; they usually serve the rural population around them. Villages can be classified according to their size, their urban functions, or their form. We distinguish between two types of villages in particular, the "seigneurial village" and the non-seigneurial villages. The distinction is one of property. In the seigneurial villages, village lots were granted by the seigneur; they were subject to a village cens et rentes and some were on special village deed of concession forms. (See Appendix III, Note 7). The other villages were part of the censive and were granted as farm parcels before they were subdivided into village lots. The profits from urban development therefore fell to the censitaire holding that parcel. If by chance or promotion the village grew in importance, the seigneur in the first case, or the censitaire, in the second, would profit accordingly. It was to the seigneur's advantage to control urban development. This was done by reserving lands in sites appropriate for villages. If the land was already granted this opportunity could be irretrievable if the land was not sold. A good example of this was the land obtained by Christie (with Hazen) in Longueuil, which became part of St. John's. (See pp. 123-5, 235-6.) In the Christie seigneuries, it was 1815 before seigneurial villages were established on reserved lands. These villages were Christieville, across from St. John's, Napierville in Delery, and

Henryville in Noyan. Other villages in the seigneurie were non-seigneurial. Of these, one can distinguish between those which were place-names for cross-roads which provided minimal services such as a store and a tavern, and those which were parish or church centres performing several urban functions. A post-office might be considered the minimum service for a place to be called a village. By that criteria, the non-seigneurial villages of our study area were: Lacolle, Clarenceville, Saint-Jacques-le-Mineur, Saint-Valentin, Stottsville, Grande Ligne and Pike River. Such places as Odelltown, Roxham, Henrysburg, and Lacolle Mill, although well-known, would thereby be excluded.

#### 1. The Seigneurial Villages

The seigneurial villages of Christieville (now known as Iberville), Henryville and Napierville were established by Edme Henry when he began his administration as land agent in 1815. The major distinction between the village censive and the farm censive was the rate of the seigneurial rent which had to be paid, and this was an effort on his part to generate more revenue for the seigneur. The sites he chose were well suited to the rise of villages, but did not have a previous agglomeration of population. They were artificial creations which by-passed already emerging villages and established new ones on seigneurial land where he would have complete control of the development and the profits therefrom.

Christieville was located across the river from St. John's, the transshipment point on the Richelieu River, at the beginning

of the rapids which extend to Chambly Basin. On the opposite shore, Christieville, the earliest and busiest ferry crossing on the river, was bound to prosper, but not to the same extent as St. John's, with its proximity to Montreal, and direct links to Laprairie, Chambly, and other villages. The village was subdivided from the domain in Bleury, just to the south of Hazen Creek and the censive called Mille Roches (p. 279) which is also where Hazen had become established before the American Revolution. (His manor house was destroyed in that conflict.) A ferry linked St. John's and the east bank of the river between 1797 and 1835. In the winter people crossed on the ice bridge to avoid paying the toll on Jones' bridge, built in 1827.<sup>10</sup> The Stanstead, Shefford & Chambly Railway crossed the Richelieu here later and its junction with the Montreal & Vermont Railroad was just on the outskirts of Christieville.

Gabriel Christie recognized the importance of this site, and reserved the land between Hazen Creek and River Barbotte.<sup>11</sup> Later the reserve was limited to the first concession. The cadastral plan of Bleury<sup>12</sup> shows that 985 A. were reserved from the farm censive. Of this area, 446 A. was in domain farms, which meant the village of Christieville contained 539 A. (See Table 39.) We have been unable to find a plan showing the street names and lot numbers used by the seigneurial cadaster, which would allow us to study the village in more detail. The reserve and village area as it was in 1854 is shown approximately on Map 7.

The area of the first surveys can still be distinguished by the regularity of the street plan and their slightly diagonal



orientation. These streets were surveyed by Stephen Westover in 1819, and established the Christieville lot as "72 feet by 108 feet making 216 toises," as it is described in the deeds of concession, an area equal to only 0.24 Arpent. When W.P. Christie took over the seigneuries, there had been no expansion of the village for some time. He had new streets surveyed, and encouraged the settlement of artisans and English-speaking immigrants he thought would benefit the seigneuries. W.P. Christie also promoted village growth by establishing his own residence there in the section of the domain to the north of Hazen Creek near the mill lot. A plan of that section of Christieville has survived, and a sketch of it is given in Map 8. Since it refers to the city of Iberville, it dates from 1859 or later. The location of Springfield, the seigneur's manor, enclaved between the river and the road, with Trinity Church (built by Christie) directly opposite at a distance, reflects one of the advantages of laying out a seigneurial village. This area was evidently part of the village, but planned as an exclusive residential area (a character it retains even today).

From 1843, when Christieville was established as a municipality and the Chambly Canal was opened, until the 1850s, when railways drew away its trade, the village progressed rapidly.<sup>13</sup> The area near Jones's bridge and along the river was more commercial and industrial than residential. It was here that McGinnis had his office. Six different docks built in this period were used for the transportation of grain, hay, wood, lumber (coming from the Eastern Townships), coal, and clay, sand

and gravel for the Farrar pottery. There were a number of small manufactures in the village, including a tannery, a wood-working boutique, and Pierre Surprenant's shop which made plows, carts, wood rakes and so on.<sup>14</sup> The high value of some of the lots reflects these non-residential uses. The proprietors holding the greatest value of land in the village are shown in Table 24 below. Some held many properties, others only one valuable one. Generally however, there was a tendency for the larger proprietors to hold many lots of lesser value. This was particularly true of Amelia Bowman (seigneur), William McGinnis (land agent), merchants John Pickle and Timothy Franchère (St-Mathias) and the notary F.F.Z. Hamel.

TABLE 24  
Christieville's Largest Proprietors

Value of Property in £			
Proprietor	Total	Max.	Difference
Christie, A. B.	2,849	500	2,349
Jones, Robert	2,825	2,000	825
McGinnis, William	1,416	250	1,166
Pickle, John	1,226	600	626
Dacier, Joseph	740	700	40
Casson, Thomas	629	350	279
Franchère, Thimothée	590	150	440
Vincelette, Valfroy	530	350	180
Dufresne, Alexandre	495	325	170
Tyler, Orange	475	300	175
Mongeon, Frs.-X.	450	250	200
Charland, Joseph	430	350	80
Ripley, Jos. H.	385	350	35
Hamel, F.-F.-Z.	380	245	235
Powell, A. H.	375	350	25
Simoneau, Vital	336	300	36
Roy, Théophile	320	250	70
Massé, Michel	250	250	0
Chapman, Albert	238	130	108
<hr/>			
Total: (19 prop.)	14,939 <sup>a</sup>	8,000	6,939

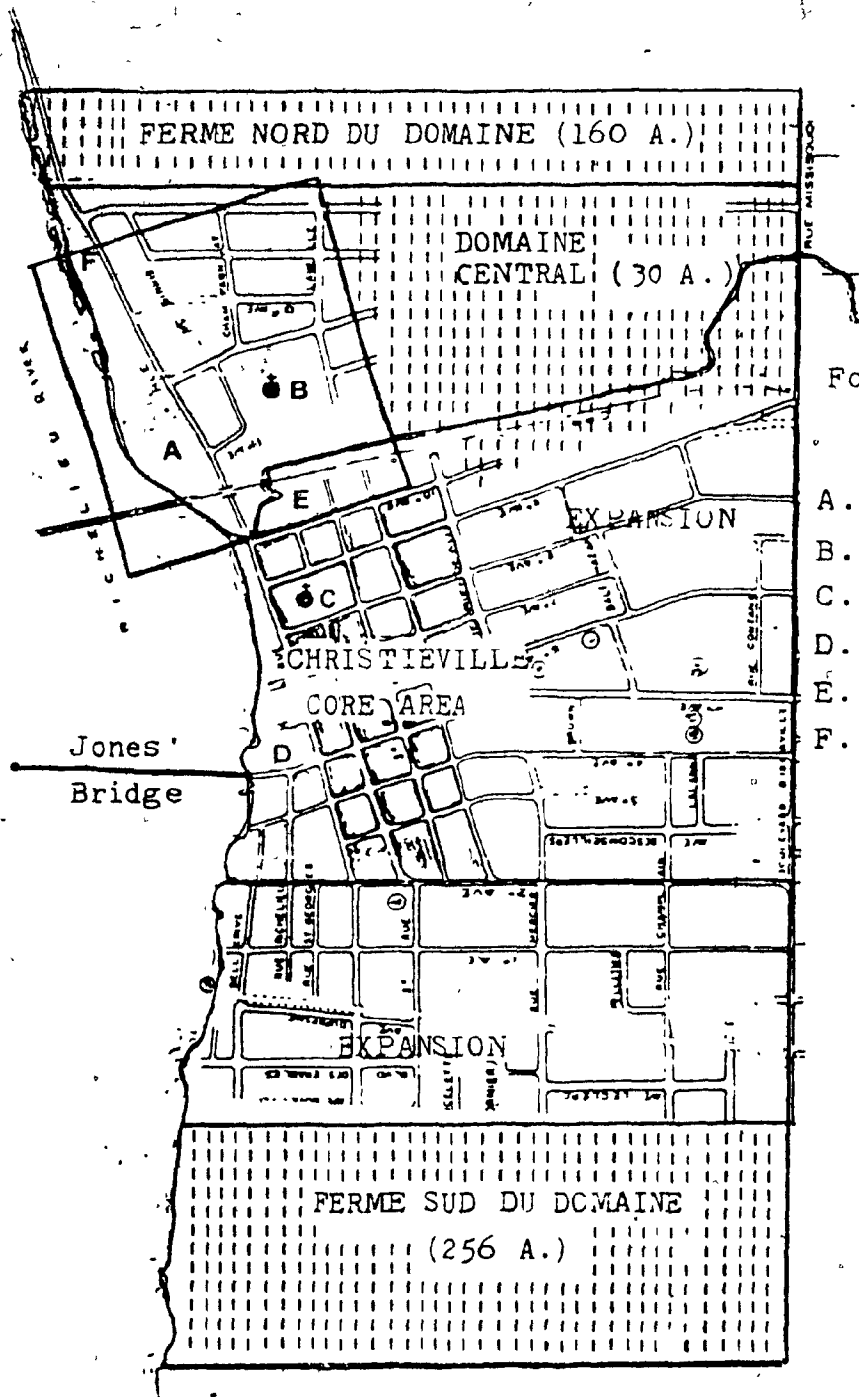
SOURCE: Cadastre abrégé.

NOTE: Most of the persons listed here are known to us. On the seigneur, her agent, Joseph Ripley and Robert Jones, see Chapter 5. Joseph Dacier was a manufacturer. T. Franchère was a resident of Saint-Mathias, and his main interests were located there. He owned a house and forge in Christieville purchased from Antoine Champoux in 1844 for £82. (Quebec Gazette, Feb. 6, 1844.) In 1857 the same lot was valued at £275. F.-X. Mongeon was Franchère's his agent in Christieville. A. Chapman and John Pickle were merchants, the former from Clarenceville. Tyler, Vincelette, and Hamel were notaries. The others are not known to us.

<sup>a</sup> This amount accounts for 58% of the total for Christieville, £25,923.

MAP 7

CHRISTIEVILLE AND THE ADJACENT RESERVES



For Inset See Map 8.

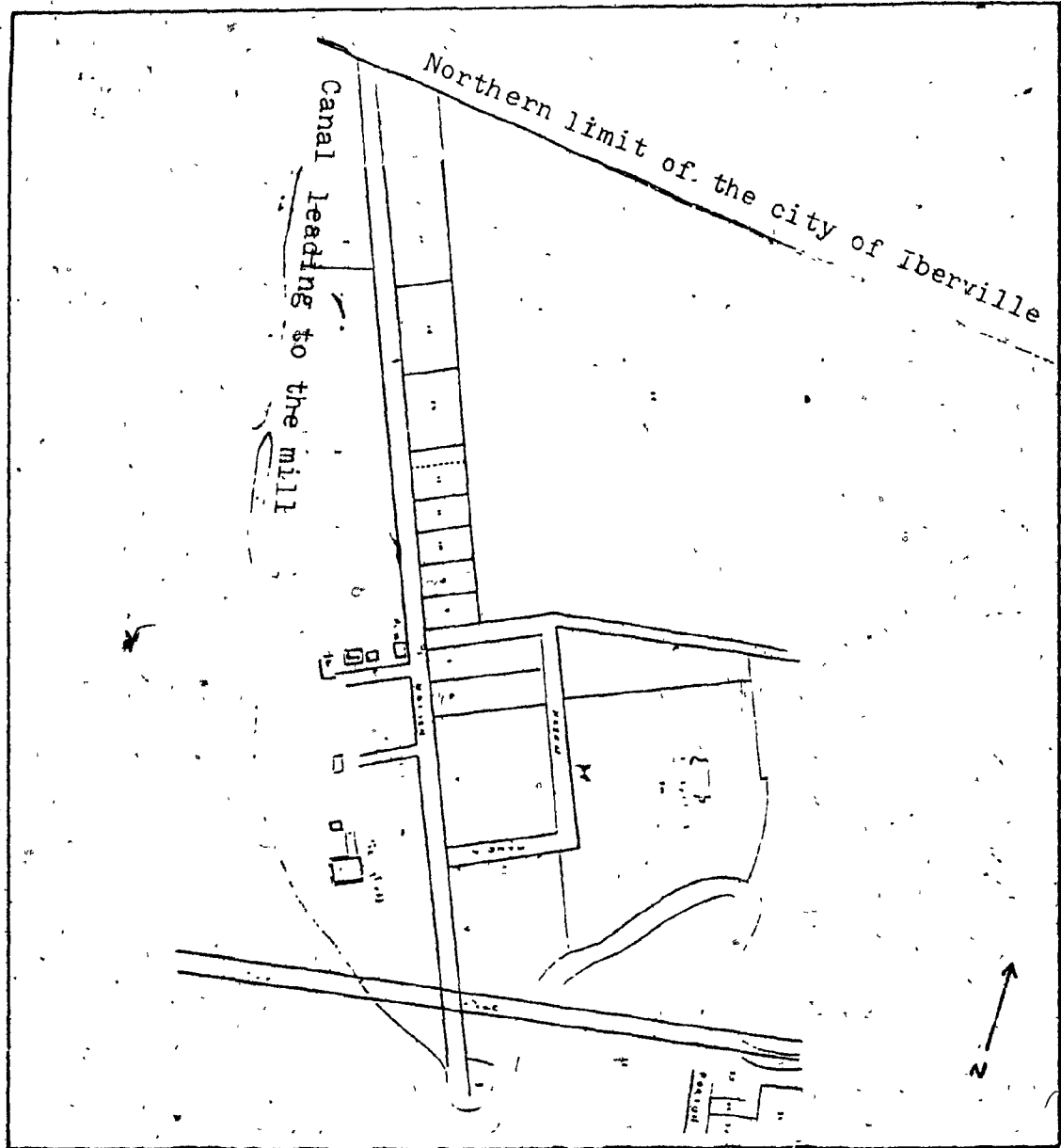
- A. Springfield
- B. Trinity Church
- C. R.C. Church
- D. McGinnis's Office
- E. Hazen Creek Lot
- F. Mill Lot

Areas shown are approximate.

SOURCE: Base plan of Iberville from Y. Labelle, En Notre Région.

MAP 8

PLAN OF CHRISTIEVILLE NORTH OF HAZEN CREEK



SOURCE: MG2 F31, PAC. [Iberville, ca. 1860]

Note: On the original plan, Springfield is identified as "Residence".

The village of Napierville was strategically located in the transportation network, at the point where the military road from the American Colonies (Burtonville and Odelltown Road) crossed the Petite Rivière de Montréal and joined the road from L'Acadie and Chambly. Because of the large areas of swamp located throughout this region, the roads followed the heights of land. Napierville was therefore a logical site for the reserve of a domain for village and mill, even though settlement along other parts of the road began much earlier. The first survey by Watson, which was partly exploratory in nature, did not reserve the land in this particular area, but the reserve was made de facto, since no grants were made there. As in Christievillie, the domain was at first an unspecified area, the village being allowed to expand within it. Laid out in 1815 by Henry, Napierville consisted of three parallel streets two arpents apart to the northeast of Burtonville Road. Frontages of one-half arpent, by a depth of one arpent, created a regular street plan with lots of 0.5 A. in area. In the heart of the village, between L'Acadie Road and the river, the plan was not so regular (see Map 9). Except for the straggling extensions along the major roads, the village did not expand beyond the bounds reserved by the seigneur, an area of 267 Arpents. Of this area, 56 A. were held by the handful of large proprietors shown in Table 25. There were few valuable properties other than the mill. The merchant Loop Odell and F.R. Morrier held large amounts of land rather than very valuable properties.

TABLE 25  
Napierville's Largest Proprietors

Name	Area Held A.	Value in £	
		Total	Max
Laviolette, J. G. <sup>a</sup>	15.50	2,000	2,000
Odell, Loop <sup>b</sup>	22.00	829	300
Marceau, Louis	10.00	541	410
Morrer, F. R.	12.00	530	130
Mérizzi, Antoine	6.00	375	300
Watson, T. & J.	0.50	300	300
Cyre, Edouard Jr.	0.35	300	300
Catudal, N. & F.	0.85	300	200
Cyr, héritiers Amable	0.62	250	210
Stuart, William	2.50	220	100
Catudal, Jacques	1.00	215	200
<b>Total:</b>	<b>55.52</b>	<b>5,860<sup>c</sup></b>	<b>410</b>

SOURCE: Cadastre abrégés.

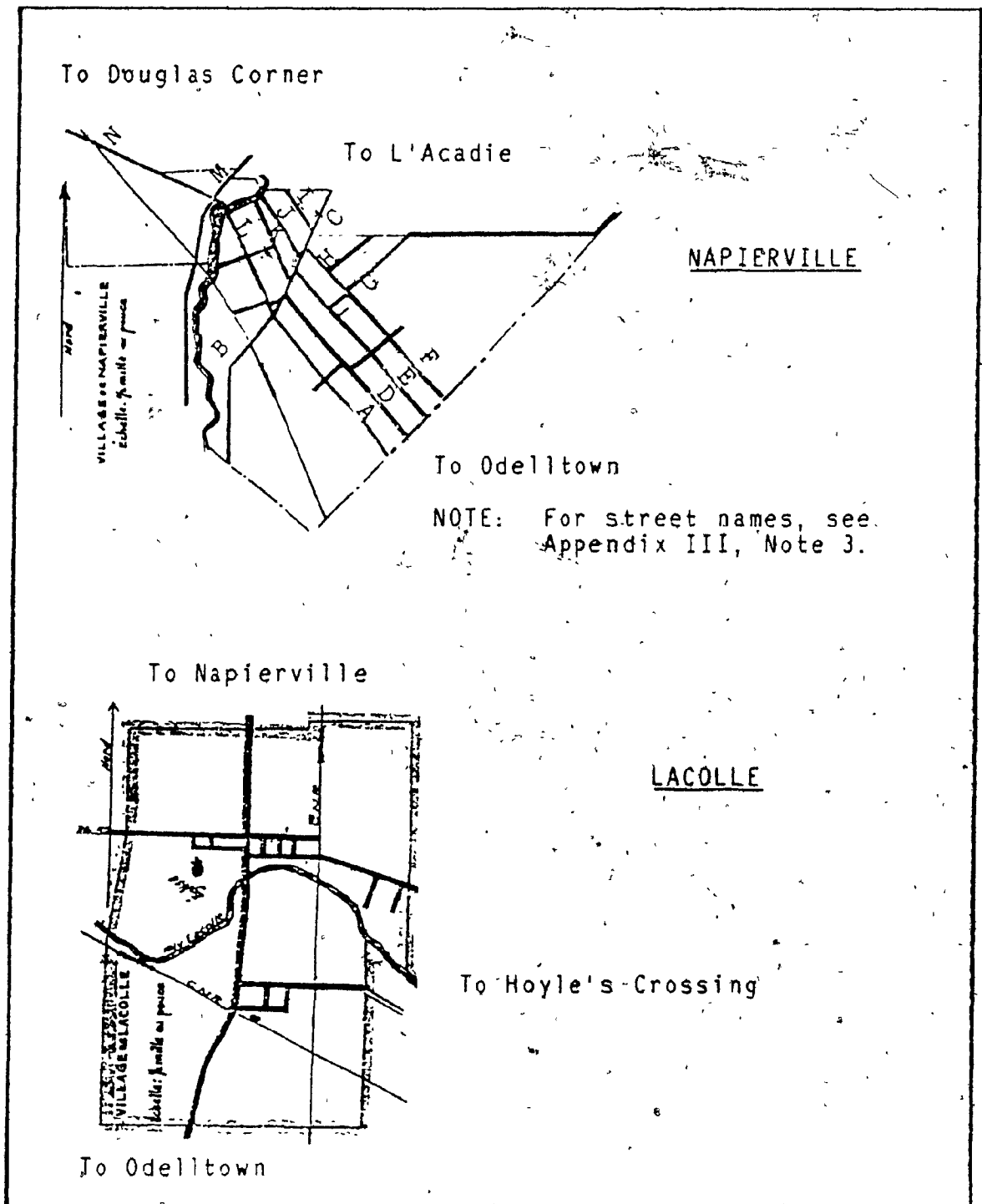
<sup>a</sup> His property is the mill lot.

<sup>b</sup> Loop Odell was a prominent merchant in Napierville from its inception. He was undoubtedly a member of the Odell family from Odelltown, but we have found no evidence of this. Perhaps "Loop" was an alias for Edward Loving, Joseph Odell's youngest son.

<sup>c</sup> This represents 38% of the total value for Napierville. See Table 31.

MAP 9

THE VILLAGES OF NAPIERVILLE AND LACOLLE

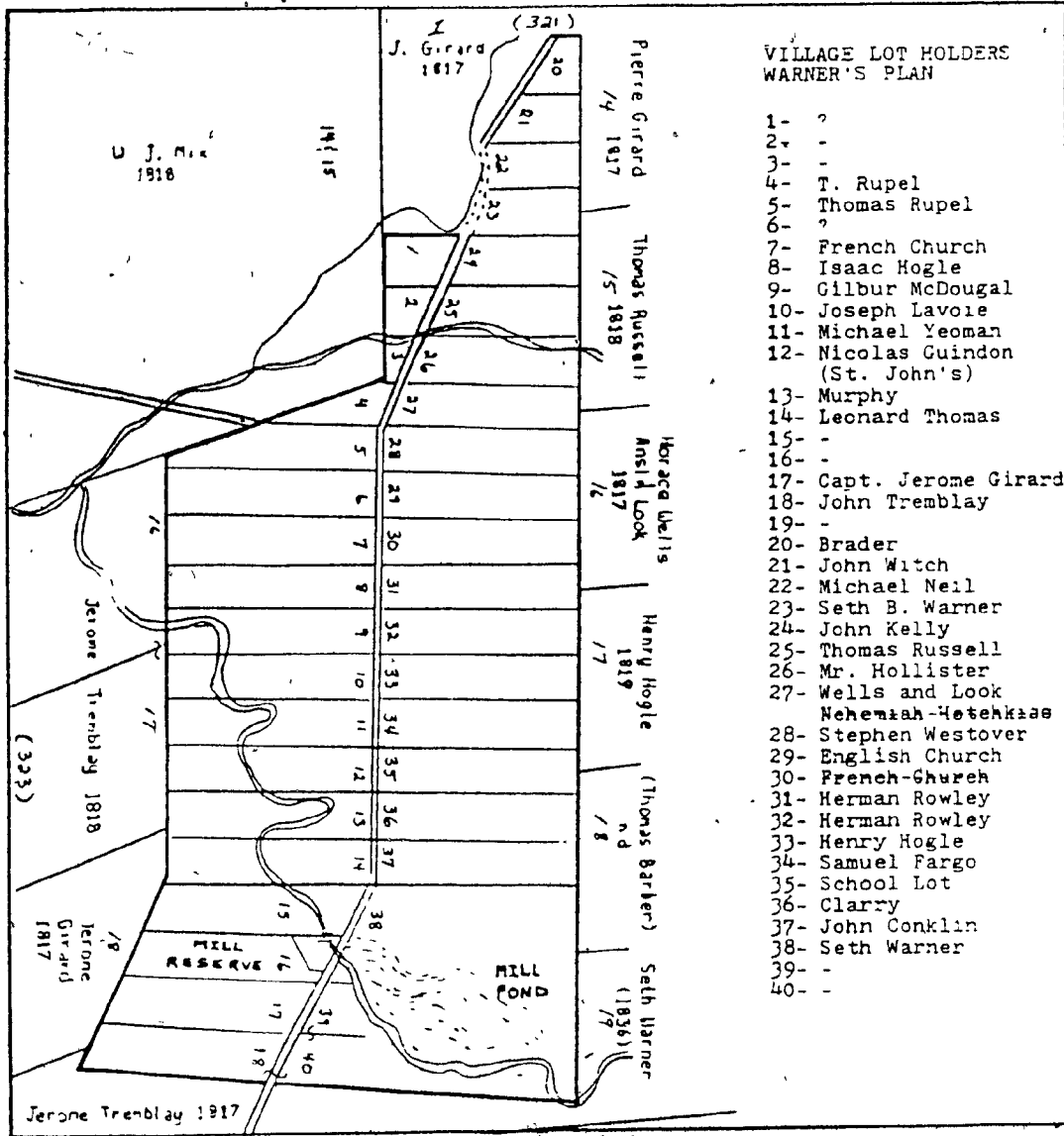


SOURCE: Quebec (Prov.), MTF, "Carte du Comté . . .", 1937-40.





MAP 10  
 SURVEY PLAN OF HENRYVILLE BY SETH WARNER



- VILLAGE LOT HOLDERS  
 WARNER'S PLAN
- 1- ?
  - 2- -
  - 3- -
  - 4- T. Rupel
  - 5- Thomas Rupel
  - 6- ?
  - 7- French Church
  - 8- Isaac Hogle
  - 9- Gilbur McDougal
  - 10- Joseph Lavoie
  - 11- Michael Yeoman
  - 12- Nicolas Guindon (St. John's)
  - 13- Murphy
  - 14- Leonard Thomas
  - 15- -
  - 16- -
  - 17- Capt. Jerome Girard
  - 18- John Tremblay
  - 19- -
  - 20- Brader
  - 21- John Witch
  - 22- Michael Neil
  - 23- Seth B. Warner
  - 24- John Kelly
  - 25- Thomas Russell
  - 26- Mr. Hollister
  - 27- Wells and Look  
Nehemiah-Hetekkaas
  - 28- Stephen Westover
  - 29- English Church
  - 30- French-Church
  - 31- Herman Rowley
  - 32- Herman Rowley
  - 33- Henry Hogle
  - 34- Samuel Fargo
  - 35- School Lot
  - 36- Clarry
  - 37- John Conklin
  - 38- Seth Warner
  - 39- -
  - 40- -

SOURCE: PAC, MG 8 F99.9, 25, 20614.

TABLE 26  
Concessions in Henryville

Lot No.	Censitaire	Occupation	Date
1 <sup>a</sup>	Kinney, Joseph	joiner	1819 Dec 28
2 <sup>a</sup>	Spencer, Elihu	nailor	1820 Mar 11
4 <sup>b</sup>	Hawley, Amos P.	Not Given	1820 Mar 10
5	Russell, Thomas	farmer	1819 Dec 28
7 <sup>b</sup>	Hogle, Isaac	farmer	1821 Jan 10
9 <sup>b</sup>	McDougall, Gilbert	Not Given	1818 Mar 16
10 <sup>b</sup>	Rowley, Hiram	farmer	1819 Nov 12
18	Bower, Joseph	farmer	1820 Jul 26
20 <sup>c</sup>	Taylor, Isaac	blacksmith	1823 Feb 17
33	Hogle, Henry	farmer	1819 Feb 26
35 <sup>b</sup>	Barber, Thomas	merchant	1819 May 12
37	Lampman Hogle, Mary	widow	1823 Mar 7
39 <sup>d</sup> 40	Bower, Joseph	farmer	1820 Jul 26

SOURCE: Concession, (Lanctôt, Dandurand, Gamelin), ANQ(M).

<sup>a</sup> This lot is only 1.38 A. in size.

<sup>b</sup> This lot is granted with the express condition that a road 24 feet wide can be opened across the width of the lot when required, and that it will become public property or a street.

<sup>c</sup> This lot is only 0.8 A. in area. It is separated from Lot 1, 1st Westover (321) by a road allowance.

<sup>d</sup> This lot is bounded in a Southerly direction by a road allowance which divides it from Lot 17. At the time therefore, this road was not completed. To the SW and to the N it is bounded by "Mr Seth Warner's Mill Pond". Lot 39 and 40 together equal 1.76 A.

The village of Henryville was surveyed on land which would otherwise have fallen into the 3rd concession Old Survey (323) and the 2nd Concession New Survey (325) in Noyan.<sup>15</sup> The location was an important one in the transportation network. The road from St. John's to Missisquoi Bay passed through Henryville, and an east-west road led to the ferry crossing at Ile aux-Noix. To the south, a road led to Clarenceville. In the immediate vicinity of Henryville, three bridges crossed the two branches of South River. Since these roads were the first to be settled, Henryville was also conveniently located to serve as a local service centre. Henryville was subdivided into lots of 1 by 4 arpents on each side of the main road from Montreal to Philipsburg, St. Albans and Burlington. (See Map 10.) Less than one concession in width was subdivided at first (Warner's Plan) so that there were only 20 lots on each side of the road. Four lots were reserved for the clergy, a school, an English Church, and a French Church. The surveyor, Seth Warner received the end lot near South River--the mill seat--adjacent to lots reserved for him in the 2nd Concession New Survey (323).<sup>16</sup> Stephen Westover, who also surveyed in Noyan and Sabrévois for the seigneur, received lot 28. Of the other names shown, several were people who held adjacent or nearby lots, granted between 1817 and 1819. Several of these were held by Jérôme Girard (Capt. Jérôme Jirau) and Jérôme Tremblay. (The names of persons receiving concessions are shown on Map 10.) Others were from outside the area. Nehemiah Hotchkiss was from Laprairie but also had a mill at Lacolle, and Michael Yeoman and Nicolas Guindon were from St. John's. Of 12 deeds of concession for

Henryville shown in Table 26, most were not to persons named in Warner's Plan (Map 10) which suggests that it was prepared at the time of survey (perhaps as early as 1816) and that not all the concessions were made as planned. With the exception of merchant Thomas Barber, who was from Montreal, the other censitaires were from Henryville or Noyan. By 1857, few of the original censitaires remained. Henryville consisted of 49 land parcels with an average value of £80 each, but ranging from £3 to £300 in value. Seven large proprietors held 46% of the property value of the village (Table 27).

TABLE 27  
Henryville's Largest Proprietors

William Morgan .....	£ 345
E. S. Goodnow, .....	330
E. R. Demers, notary.....	250
Isaac Hogle .....	250
Samuel Parker .....	250
Alvin C. Sturtevant .....	200
Owen Campbell .....	175
Total .....	1,800

SOURCE: Cadastre abrégé

The village deed of concession form was simpler than that for farm concessions, since the reserve clauses which did not apply in the context of village settlement were not elaborated. A clause was added establishing the settlement duties of the censitaires in the village context. He was to build a house within a year and maintain the street:

Le Preneur promet et s'oblige . . . de construire, sous l'espace d'une année, de ce jour, une maison sur le dit lot de terre, et d'y faire tenir feu et lieu, et dans le même laps de tems de clore mitoyennement avec ses voisins, soit en pieux, soit en planches debout, d'unir et applanir les rues sur le long du dit Emplacement de manière à les rendre passables en tous tems.--Et faute par eux de ce faire, il sera permis au dit Sr. Seigneur . . . de rentrer en possession des dites prémisses et d'en faire disposer aussi librement qu'ils avaient droit de faire avant la passation du présent, . . . étant de convention expresse entre les susdites parties, sans laquelle le présent n'aurait pas été accordé, attendu que l'intention est dans la vue d'augmenter le village.

(Appendix III, Note 7.)

Because the express purpose of the grant was to increase the size of the village, according to the deed, the seigneur reserved the right to repossess the lot if these were not fulfilled.

The major advantage to the seigneur in establishing a seigneurial village was the higher rent which could be obtained. The annual rent revenue from village lots (according to the 1857 Cadastres abrégés) was £208 in Christieville, £31 in Henryville, and £99 in Napierville, a total of £338 (Table 60). Village rents averaged 85 d./A. compared to 4.74 d./A. for farm parcels. The lowest rate was 60 d./A., the highest 450 d./A. In the village of Henryville the rents were uniform at the lowest rate. The rates we have found in the deeds of concession for Christieville and Napierville are summarized in Table 28 below.

TABLE 28  
Rates of Cens et Rentes Charged in Christieville and Napierville

Year	CHRISTIEVILLE			Total Freq.	NAPIERVILLE			Total Freq.
	pence / A.				pence / A.			
	60	120	450		60	120	240	
1822							2	2
1823						1	10	11
1824							1	1
1826	1			1				
1827			2	2				
1829							1	1
1830			3	3		1	3	4
1831			5	5				
1832			2	2		2		2
1833							1	1
1835	6		4	10		3	5	8
1836	8			8	3	7	10	20
1837		1	1	2	2			2
1838	1			1				-
1839			2	2		1		1
1841	1			1				-
1844			1	1		1		1
1845							2	2
1847	1	1	1	3				
1852			2	2				
Total:	18	2	23	43	5	16	35	56

We have found very few of the deeds of concession granted by Henry in Christieville. Most of these were granted at the rate of 1 shilling per toise and although this meant that each lot paid about 10 shillings, or about the same as one lot in Napierville, the actual rate of rent was twice as much--450 d./A.--because the lots in Christieville were less than half the size--216 Toises or 0.24 A. In the second subdivision made under W.P. Christie rates varied, but the higher rates continued. In Napierville, the rate of rent on its larger lots was lower. The deeds we have located for the seigneurial villages are only a small proportion of the total number which must have been

granted. Like the farmland censive, however, they undoubtedly ran in series (p. 353), and those which we did find are probably typical.

The number of deeds in our sample is small and may not be representative. According to that sample, however, farmers were the largest occupational granted lots in the villages (Table 29). Artisans were also well represented, as were professionals. On the whole however, this sample is inadequate to study the occupational structure of the village censitaires. It does suggest, however, that the village of Henryville was not only smaller in size but its censitaires were also from a less varied background than was the case in the other villages. But this may also have been because the land grants there were not spread out over time.

TABLE 29  
Village Grants: Occupation of the Censitaires

Occupation	C.ville	N.ville	H.ville
Farmers	17	17	5
Labourers	3	5	0
Artisans	8	13	2
Prof/service	6	5	0
Commerce	1	6	1
Other	6	3	1
Unknown	2	-	2
Total:	43	49	11

SOURCE: Deeds of Concession, PAC, ANQ-M.

## 2. Other Villages

### 1) Saint-Jacques-Mineur

In the 1820s the village of Saint-Jacques-le-Mineur, as it is known today, was established by Marie Flavie Raymond, the wife of a Quebec merchant, John McCallum, who together with James, Duncan, and Colin McCallum had become co-proprietor of the seigneuries of St. James and St. Normand (in Sherrington township). She was also the daughter of Clothilde Girardin, Edme Henry's second wife.<sup>17</sup> Dame Raymond's duly authorized agent was the notary Pierre Gamelin, a resident of Laprairie at the time. Saint-Jacques-le-Mineur was located in the northwest point of Delery, at the end of the road from Laprairie and Saint-Philippe, called "Base Saint-Jacques".<sup>18</sup> The lots on this base line extended into the seignury of Laprairie to the north, and into Sherrington to the southwest. A road from Douglas Corner, which would eventually reach Saint-Jacques-le-Mineur from the south, was also the front base line of the Ruisseau des Noyers concession. (See Map 18.) In 1857, the Cadastre abrégé showed the village as having 63 lots, on the Base Ruisseau des Noyers, on Rue Flavie, and on Base Saint Jacques, an area of 35.5 A. These lots, which were first granted as farm concessions, paid the usual seigneurial rents of 4.5 pence/A. The nineteen sales made by Gamelin for Dame Raymond between 1823 and 1827 account for 48 of these lots, and 26.3 Arpents of the village area. (See Table 30.)

In selling these village lots, Dame Raymond did not receive the full price of the sale, but allowed the capital value



established to be transformed into "une constitution de rentes", a common method of obtaining revenue rather than capital from land. The capital value of the lot was established by the deed of sale and could be paid at any time. However, Dame Raymond's contracts specified that a payment had to be of at least one-third of the sale price, which may have been an effort to discourage repayment. Louise Dechêne notes, in an article on Saint-Roch, that an investor did not want the capital (usually double its market value) to be repaid.<sup>19</sup> Dame Raymond's sales also state that: "Dans le cas de vente ou autres mutations dudit terrain par ledit . . . il sera loisible à ladite Dame McCallum, d'exiger le rachat de la susdite rente." (Appendix II, Document 6.) This condition is contrary to the nature of a "rente à constitution" which by definition was perpetual or until the capital was paid. This stipulation must have been made on the assumption that it would be valid, based on the force of the contract alone.

Of the sales made at Saint-Jacques-le-Mineur, only one was paid in full at the time of the deed. Even Dame Raymond's brothers did not pay immediately. Joseph-Marie-Alexandre Raymond, paid about half the price of his lot, and was granted one year without rent. Merchant Jean-Moyse Raymond fully acquitted his debt of £42 in 1828. Other buyers paid 6% interest on the value of the lot, a rent which ranged from 15 to 35 shillings per year, and from 7.5 to 60 shillings per Arpent.<sup>20</sup> For Dame Raymond, this represented an annual revenue of £21 per year. (She may also have sold the remaining area of the village, for which we have no record.) The only other requirements of the

deed of sale were that the purchaser fence his lot and build a house within two years. Unlike the seigneurial villages, there is no reference to the upkeep of the streets. From the point of view of the villager, these terms were more favourable than the seigneur's.

If we look at the persons buying lots in Saint-Jacques-le-Mineur, it is immediately evident that this village was an outpost of Laprairie and Saint-Philippe.<sup>21</sup> This may be in part because Dame Raymond and her agent lived in Laprairie, but more likely it was related to the road network, and the way in which Base St. Jacques was linked to Laprairie and Saint-Philippe much earlier than to the remainder of Delery or other areas. Of the farmers buying lots, however, two were from Saint-Philippe and the remainder were from Saint-Cyprien (4) and L'Acadie (1). The occupations of the purchasers suggest this was a crossroads village with a store and a few artisans. It would later become a parish centre (Table 34).

The development of villages, as the case of Saint-Jacques shows, did not depend on the seigneur setting aside the land for that purpose. In this case, Dame Raymond was the urban promoter who planned, surveyed and sold the lots of her village. Real estate development and urban promotion were not foreign to the seigneurial system or the rural areas of Quebec, nor were they always controlled by the seigneur, at least not directly. A second example of private development in the Christie seigneuries is Lacolle, but unfortunately we have not found records the equivalent of those for Saint-Jacques to allow a comparison.

TABLE 30

## Sales by Marie Flavie Raymond in Saint-Jacques

Year	Purchaser	Occupation	Residence	Price £	Rente s.	Area A.
1823	Quimette, J.	cult	St-Cypr	29	35	1.50
1826	White, Thomas	gentleman	St-Phil	25	30	0.50
1826	David, Etienne	Innk	Lapr	25	30	1.00
1826	Quimette, Fs.	cult	St-Cypr	19	22	0.90
1826	Barbeau, Avila	(16 yr)	Lapr	13	15	0.50
1826	Pinsonneault, J.	Capt Mil	St-Cypr	6	pd	5.70
1826	Sansousie, P.	cult	St-Cypr	19	22	0.90
1826	Biscornet, J.-B.	cult	L'Acadie	38	45	1.50
1826	Raymond, J.-M.	merchant	Lapr	42	50	1.90
1826	Raymond, Jos M.	N G	Lapr	21	25	1.00
1827	Cameron, Alex.	gentleman	Lapr	21	25	0.50
1827	Merry, Wlm. A.	clerk	Lapr	21	25	1.00
1827	Lecuier, Ls.	cult	St-Phil	25	30	1.00
1827	Hemard, Simon	merchant	St-Cons	25	30	1.00
1827	Pilotte, Joseph	tailor	St-Cypr	13	15	0.50
1827	Dupuis, Ls.	cult	St-Phil	17	20	1.40
1827	St. Denis, P.	carpenter	St-Phil	13	15	0.50
1827	Douglass, Jos.	cult	St-Cypr	25	30	4.00
Total:				415	£ 21	26.30

SOURCE: Gamelin, ANQ-M.

NOTE: These are sales "à constitution de rentes" where the purchaser can pay 6% interest on the capital rather than the full purchase price, indefinitely. See Appendix II, Document 6.

## ii) Lacolle

Much of the village of Lacolle was laid out on land which belonged to Joseph Odell. He owned about 12 A. on the eastern end of Lot 18 in the 3rd concession of the Domain (523). Some of this area was taken up by his mill yard, but the remainder was divided into 36 village lots, according to the plan drawn by surveyor Joseph Whitman, dated October 22, 1823. Together these lots were valued at £92.10. in 1824.<sup>22</sup> At that time the survey had just been completed and no lots had yet been sold. The value of each lot was £2.10, which suggests totally undeveloped lots. (When lots 5 and 7 were sold to John Oliver, an innkeeper in 1836, the price was £15.<sup>23</sup>) The lots were probably sold cash or on short-term obligations, since by 1857, the Odells no longer held property in Lacolle Village. This was the only systematic subdivision of lots in Lacolle that we know of. Like Napierville, however, Lacolle was located at a crossroad (see Map 9), and other proprietors detached village lots from their properties, giving the village both the characteristics of a nucleated settlement and of a straggling village. Merritt Hotchkiss, who had owned land adjacent to Odell's property, still held several valuable properties in the village in 1857. In 1843, he and his brother Alonzo (an innkeeper in Lacolle, and Merritt's trading partner) donated a village lot fronting on the road to Napierville to Bishop Mountain (for the Church of England).<sup>24</sup> The expansion of manufacturing in the 1840s added to Lacolle's importance, and the last grist mill constructed there by Hotchkiss was located more or less within the village (on Lot

18). In 1857 it was owned by Robert Douglass and valued at £297.10. Robert Hoyle (p. 553) owned several properties in the village, none of which were especially valuable. The VanVliet family, in particular Traver, held several properties in the village as well.<sup>25</sup> In all, 32 of the Lacolle lots were owned by proprietors who held more than one lot. (See Table 31.) Despite its late start, Lacolle grew to be one of the more important villages in the seigneuries, largely because of the continued importance of mills in the vicinity and its favorable location on a crossroads (Map 9.)

TABLE 31  
Lacolle's Largest Proprietors

Name	No Lots	Area in Arpents	Property Total	Value Maximum
Hotchkiss, Merritt(a)	3	2.38	£ 630.00	£ 420.00
Ennis, Stephen	3	2.40	553.00	192.50
Douglass, Robert (b)	3	.98	389.50	297.50
Hoyle, Robert	8	12.10	272.50	122.50
VanVliet Traver	5	1.64	266.00	122.50
O'Connor, Succn P.	2	1.14	262.50	175.00
Barker, Hugh	4	1.39	256.50	168.00
Force, Alonzo	2	.49	241.50	227.50
Total:	30	22.74	2,871.00	

SOURCE: Cadastre abrégé

a See also p. 578.

b His most valuable property was a sawmill lot.

#### iii) Clarenceville

In Noyan, the first village to emerge was Clarenceville. Located on the road which was also the seigneurial line between Foucault and Noyan, it lay partially in each of these seigneuries. Bouchette refers to it as Georgeville in 1815, but it is not clear if this is an error or an earlier name for the village. Unlike many of the other villages, Clarenceville did not develop around a mill site, but Taylor's mills were located nearby on Wolf Creek.<sup>26</sup> (See Map 22.) The village probably emerged around a store, but we have no record of its early history. The parish church of St. George was located in Clarenceville in 1820 after the village was in at least an embryonic stage. A post-office, one of the oldest in the area, was opened in 1832. The village's later growth was minimal, however, perhaps because of Henryville's proximity and advantageous location on the transportation network. The village was clearly indicated in the Cadastrés abrégés, but it was included with the concessions in the censuses. Clarenceville was the home base of merchant Albert Chapman, whose influence spread over a much wider area. Chapman's holdings in the village were valued at £375, more than half of the village total of £500. (See also p. 459.)

#### iv) Other Villages

Saint-Valentin was the name given to a place first known as Watson's Point. As early as 1788, Watson's survey plan shows a collection of houses around a mill site on Jackson's Creek. At the time, this area was reserved and not surveyed into

concessions. (For a discussion of Watson's survey of Delery, see Chapter 4.) The property was acquired by Robert Dent during Gabriel Christie's administration, and purchased at a sheriff sale by Sainte-Marie of Laprairie, in 1819.<sup>27</sup> This part of Delery was later divided into concessions, and we have found no other references to a mill there. Thomas Robert Jobson was the driving force behind the establishment of a parish with Saint-Valentin as the parish centre (see p. 206). It became a small village before the end of our period with the establishment of a post-office in 1851. There was no separate village shown in that location in the Cadastre abrégé however.

Stottsville was located on Jobson Road which joined Burtonville Road to that running along the Richelieu. It had its own post-office in 1852. In the Cadastre abrégé only one village property is shown, that of Daniel Stotts, valued at £125. It is not shown on Bouchette's 1831 map, but appears as a small settlement on later maps.

Pike River was a settlement which emerged around the mill site in the rear of Noyan later acquired by Robert Jones. (See p. 592.) Plans show the road from Henryville through Mandigo's Tavern or Saint-Sébastien, depending on the time period, as 'leading to Pike River'. Most of the actual village, however, was located in the township of Stanbridge. No village properties are shown in the Cadastre abrégé. It acquired its own post-office in 1841.

The survey line between Delery and Longueuil was known as 'Grande Ligne'. It was also among the first front roads settled in Delery. It was along this road that the protestant

missionary, Mrs. Feller, opened a school and mission in the 1830s. A small village emerged at a place called Grande Ligne.<sup>28</sup> The station on the Montreal and St. Lawrence Railroad, completed in 1836, became known as Grande Ligne Village, but does not appear to be in the same location as the one shown on earlier maps. It received its own post-office in 1851. Village properties valued at £150 are shown in this concession of Delery.

Odelltown was not a village in the usual sense, and it cannot be located and separated from the farm settlement on Odelltown Road. Geographers refer to such places as linear or straggling villages.<sup>29</sup> It did not get its own post-office until 1879. Yet, it did provide some of the services usually associated with rural villages, perhaps even more so than some of the above. Joseph Odell ran a store, a point of exchange in the rural economy. He also had a blacksmith shop, which provided an essential service, and he kept an inn. The Masonic Lodge met on the upper level of Odell's store.<sup>30</sup> Public sales were advertised and held at the back door of the Methodist chapel.<sup>31</sup> Odelltown appears on all the maps of Lacolle. It may not have had the physical morphology of a village, and because it did not have a post-office it does not meet the criteria we have established for villages. Yet, to exclude it from our consideration of villages seems to be a denial of the historical reality.

The villages discussed above, are on the borderline between those places which were indisputably villages, and those which were not. Since they all have a church, a mill, or a post-office, however, and often two of these, we would call them



villages. The difficulty with classifying them as such lies more with the sources than in the villages themselves. The Cadastre abrégé does not show them as distinct entities with "lots used for purposes other than agriculture", which we have used to show the property values in the other villages. There were also several small agglomerations in the seigneuries which became villages after our period of study. These might best be described as embryonic villages before 1854. They are indicated on Map 6 for reference to the place names. Of these, Roxham, Venice, Noyan, Sabrevois, and Douglas Corner never really grew, but later acquired post-offices. Saint-Sébastien and Saint-Alexandre became parish centres and acquired post-offices in 1862 and 1855 respectively.

### 3. Property Values in 1857

The Cadastres abrégés were constructed for the purpose of calculating the value of the cens et rentes and the value of lots et ventes in a seigneury as a basis from which to calculate the indemnity which would have to be paid the seigneur for the commutation of his rights. As well as giving a lot number, the name of the proprietor, the area, and the cens et rentes paid for each parcel, the Cadastres abrégés indicated the value of properties which were not farmland but "Emplacements ou Lots à bâtir, ou pour d'autre fin que pour les fins agricoles." Based on this source we have already shown the concentration of property in the hands of large proprietors. Although these lots were usually located in villages, this was not always the case (Table 32). The seigneurial villages were clearly shown as such,

but adjacent concessions with village lots were not included with the village. These expansions and other villages can be identified by the series of evaluated lots. But some villages such as Saint-Valentin and Pike River do not appear, and other properties stand alone in a concession. The line between farmland and village is therefore not always clearly drawn. Nor is it clear why some properties, which we would not consider agricultural, such as the mills at Christieville, Saint-Valentin and Pike River, were not evaluated. Despite these shortcomings the Cadastres provides us with a very useful instrument with which to evaluate the relative importance of the seigneurial villages in the Christie seigneuries.

As Table 32 clearly shows, the greatest proportion--81%--of non-agricultural property, in terms of value, was concentrated in the three seigneurial villages of Christieville, Napierville and Henryville. A further 11% was concentrated in two villages which had been developed by censitaires favored by Henry--Joseph Odell and Marie-Flavie Raymond. Certainly the grant to Dame Raymond, his wife's daughter, and wife of an influential Quebec merchant, was not coincidental. The remaining 8%, scattered as it was, appears insignificant by comparison. The seigneur was therefore the largest urban promoter in the seigneuries. This role was obtained by a careful reserve policy and the timely establishment of villages. Yet even without the higher rents, urban promotion was in the seigneur's interest since he collected the lods et ventes on all sales. Since villages and economic development increased the number of valuable properties and the revenue from

these, this was one more reason to encourage urban growth.

The extent to which seigneurial villages had outdistanced other villages settled much earlier, such as Odelltown and Clarenceville, suggests that the seigneur's promotion of village growth was an important factor in the success of a village. This however, is clearly related to other factors, such as the location of mill sites, and the transportation network. In the Christie seigneuries, both of these were also controlled by the seigneur, since he laid out the surveys which established the road network (with a few exceptions such as Odelltown and Burtonville road which was already there) and he reserved all mill seats for his own use. From an economic point of view, these would have been the most important factors in the growth of villages. The location of churches, schools and municipal institutions, especially the "chef-lieu" of the district were also important, and less directly, if at all, within the control of the seigneur. These institutions will be considered in the following sections.

TABLE 32

The Value of Property for Non-Agricultural Purposes in the  
Christie Seigneuries, from the Cadastrés abrégés, 1857

Ref:	Village or Concession:	Value in £	% of Total
(A)	Christieville	25,923	47
(B)	Henryville	3,921	7
(C)	Napierville	15,324	28
Seigneurial Villages:		43,168	81
(321)	1st Westover, Noyan <sup>a</sup>	1,098	2
(323)	3rd Noyan old survey <sup>a</sup>	337	
(327)	4th Noyan new survey	215	
(332)	9th Noyan new Survey	140	
(306)	Clarenceville	500	1
(401)	1st SE Petite R Montréal	76	
(403)	1st NW Petite R Montréal	53	
(404)	1st Ligne Diagonale	150	
(405)	2nd Ligne Diagonale	97	
(406)	3rd Ligne Diagonale	230	
(411)	1st Bleury River	20	
(416)	2nd Jobson Road	265	
(425)	6th J 5th Burtonville Road	18	
(426)	7th Burtonville Road	8	
(428)	1st NW Petite R Mtl (S of Nap)	15	
(429)	8th Delery	25	
(430)	9th Delery	25	
(433)	Base St. Jacques, W side	105	
(434)	Base Ruisseau des Noyers	60	
(435)	Village Saint-Jacques	1,227	2
(522)	2nd N Lacolle R, Domain	673	1
(523)	3rd on the Domain (Lacolle v.)	5,144	9
Concessions:		11,199	19
CHRISTIE SEIGNEURIES TOTAL:		55,647	100

SOURCE: Cadastrés abrégés.

NOTE: The reference numbers refer to Map 17.

<sup>a</sup> The lots in these concessions are part of Henryville. Including these values with those in the seigneurial village proper, would bring that village's total to £5,356.

## II. PARISH CENTRES

One of the most basic institutions of the 19th century was the church, independent of denomination. In new settlement areas building a church was often the first community effort. The size of the religious community, however, could affect the length of time it would take before this was accomplished. Denominations each had their own organizational structure, but their expansion into new settlement areas was similar.<sup>32</sup> But there was an important difference between the establishment of parishes, with their territorial base which served municipal and other government purposes as well as their religious functions, and the community based voluntary and more or less independent congregations of most protestant denominations. In the seigneurial area where the population was largely french-Canadian, the establishment of new Roman Catholic parishes was like budding. The old parishes expanded until they were too large to serve the population, then split into one or more convenient areas. The threshold for opening a separate parish depended on the ability of the new area to support a parish priest and find the funds required to build a church. The first problem to solve, however, was its site, not always an easy matter to settle. The date of new parish registers is therefore considered to be a more accurate reflection of the progress of settlement than the erection date of the parish. In the Upper Richelieu Valley the pattern of expansion followed that of older areas, but the establishment of parishes was affected by somewhat

different conditions. Not all the Catholic population was French. The presence of a an Irish Catholic population, mixed with the French, made it more difficult to meet the needs of the new settlements. The population was also not homogeneous. Many different denominations shared the territory of the Christie seigneuries (Appendix I, Table 82). This made it more difficult to organize parishes of both reasonable size and population.

The first parish in the Christie seigneuries was established June 28, 1794. It was the Anglican parish of Saint-George in the territory west of Missisquoi Bay in the seigneuries of Foucault and Noyan. This parish was divided in two and established by letters patent in 1822 as the parishes of St. Thomas and St. George. Noyan was divided north-south between the two parishes. It co-existed with the Catholic parish of the same name in the seigneurie of Noyan, but when municipal parishes were established the territory was divided between them, at the northern line of Christie Manor (see Map 11).<sup>33</sup> Three churches were built within these parishes. The first was built in Foucault, near present-day St. Thomas. The second was in Noyan, at Clarenceville, and was built in 1820. The third was built in Henryville in 1835, and was served by the same rector who ministered to Clarenceville, Reverend Townsend.<sup>34</sup>

Although settlement in Bleury had started before the American Revolution, it was 1823 before parish registers were opened in this area, at Saint-Athanase or Christieville. Before 1822, the church nearest to the people of Bleury, and those as far south as Foucault, was at Saint-Luc or Longueuil. The parish territory belonged to Saint-Mathias. When a church was built in

Christieville in 1823 and a parish priest was appointed, he also served the Catholics of Noyan at their own wooden chapel at Henryville. In 1821, the parish of Saint-Athanase, according to the religious census, had 1,005 souls. In 1827 and 1835, it had 1,600; in 1840, 3,650, in 1846, 4,000; and in 1848, 5,000.<sup>35</sup> The parish was divided in 1833 when Henryville acquired its own priest and registers under the name of Saint-Georges-de-Henryville.<sup>36</sup> After this first division, the parish of Saint-Athanase approximately coincided with the seigneurie of Bleury, and Saint-Georges-de-Henryville corresponded with Noyan and Sabrevois. The townships adjacent to the parishes received occasional visits from neighboring parish priests, but until the Act of Union and a clarification of its status in the townships, the Catholic church did not establish any parishes in that territory. This accounts for the close correspondence between seigneurie and parish boundary.<sup>37</sup> The first parish to straddle the boundary with the townships was Notre-Dame-de-Stanbridge in the rear of Sabrevois. Its register opened in 1846.<sup>38</sup> Only the eighth concession of Sabrevois, also commonly known as Macy Ridge, or "le rang des Irlandais" was included within that new parish whose church was located in the township of Stanbridge. In 1851 Saint-Alexandre was established in the rear of Sabrevois and Bleury, taking some of its territory from each of the earlier parishes and later (1858) extending into the seigneurie of Monnoir (Map 12).<sup>39</sup> The church was located on the Grande Ligne road, near the boundary of Bleury and Sabrevois. This centre would become the village of Saint-Alexandre. This is one instance

where the founding of the parish seems to have been the major factor in the location of the village which emerged.

On the west side of the Richelieu, the Catholic population fell under the province of Sainte-Marguerite-Blairfindie or Saint-Luc. Both of these were some distance away, and in effect, they were without a parish priest. There were two concurrent efforts for the establishment of separate parishes in the seigneuries in the early 1820s. The first began around 1817 in Delery. The stimulus for establishing Saint-Cyprien was a levy for repairs to the church at Saint-Luc. The population along the Petite Rivière de Montréal and the Grande Ligne were not interested in contributing to this project for a parish that was so evidently not their own. But to be exempt from the levy they had to belong to a different parish. The bishop sent Father Boucher from Laprairie to examine the situation and choose a church site. He decided "Burtonville" would be a suitable central location, but the site he describes sounds much more like Napierville than the settlement to the south on Burtonville Road, called Burtonville on the maps:

... sur une belle colline s'élève le village de Burtonville, ou il y a un moulin à farine et un moulin à scie; et on trouve à proximité le sable, la pierre à bâtir, et la pierre à chaux, ainsi que le bois, et la place est située sur la rivière Montréal, (ou des morales sur le côté est). Elle est surtout au centre de la seigneurie, comme on peut le voir par le plan. Mais la seigneurie de Lery étant de quatre lieues de front, (malgré le livre de Bouchette) ceux qui sont placés vers les angles du quadrilatère que forme la seigneurie, ne peuvent être que dans un assez grand éloignement du lieu central ... 40

Although the need to place the church in the centre of this large parish was clearly a major concern, the proximity of building



materials was also an important consideration. Father Boucher also mentions the presence of mills, and clearly this too would add to the advantages of the site. Although Father Boucher, in the above description, seems to be thinking of a parish coinciding with the seigneurie, a sketch of the requested territory for a parish did not include the area of Saint-Valentin.<sup>41</sup> The site chosen was disputed by some parishioners, apparently those who could best afford to pay for its construction and support.<sup>42</sup> This seems to be why part of the seigneurie remained, or was later reattached, to the parish of Sainte-Marguerite-de-Blairfindie. In 1840, the north-west corner of Delery was separated from Saint-Cyprien to become part of the territory of Saint-Jacques-le-Mineur. A mission with a parish register was established at Sainte-Blaise (Grande Ligne) in 1847, but it did not obtain a resident priest until 1868.<sup>43</sup>

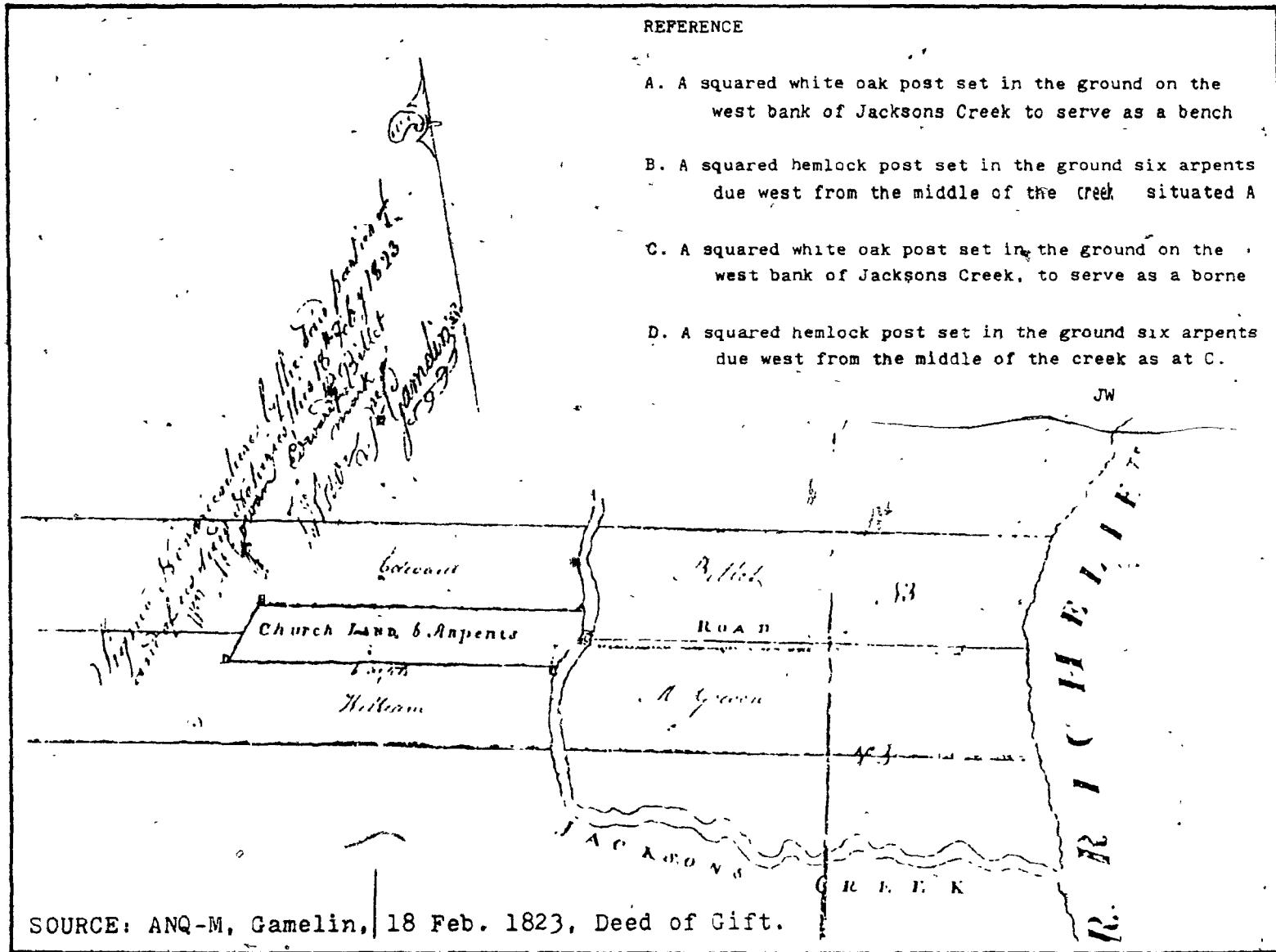
For Saint-Cyprien, Napierville was finally chosen as the church site in 1822.<sup>44</sup> (See Map 11.) One advantage of Napierville was that Henry was prepared to donate the land required from the seigneurial domain. Whether he actively favoured Napierville in any other way is not evident, but the church, which required the co-operation of the seigneur on matters such as free building materials, would probably prefer not to act directly against the seigneur's interests. Also, an active promoter of Saint-Cyprien was Nicolas Martin, who had received a large land grant from Edme Henry on Burtonville Road just to the south of Napierville. Thus Martin's interests would be served by promoting Napierville as a parish centre

rather than any other location. Choosing a parish centre was therefore complicated by the need to resolve or balance the conflicting interests of the inhabitants, the seigneur and the church administration. The refusal of the rising local élite to simply accept the Bishop's dictates in such matters could result in a drawn out process of negotiations. In the case of Saint-Cyprien, the parish correspondence dates from 1817, but it is was 1823 before the register was opened and 1831 before a resident priest was appointed. From 1823 to 1831, the parish was served by the parish priest of Sainte-Marguerite-de-Blairfindie (L'Acadie).<sup>45</sup> A few years later the inhabitants of both Saint-Valentin and Saint-Cyprien opposed tithes, and played an active role in the rebellions. The presence of a strong local élite would seem therefore to have been an important factor in the creation and history of these parishes.

Saint-Valentin was established through the efforts of the barrack-master at Ile-aux-Noix, an Irish Catholic by the name of Thomas R. Jobson. Jobson was influential locally and named justice of the peace between 1820 and 1840. According to local historian Lionel Fortin, the church for the new parish of Saint-Valentin was built in 1827 on a lot of 6 A. purchased by Jobson for that purpose in 1823.<sup>46</sup> The property was actually acquired through a deed of gift. Edward Billet, an innkeeper, and William McGowen, a farmer, made the donation "after the reiterated demands of a great number of the . . . proprietors of the Seigniorly of Delery, requesting and praying them to have the goodness to give unto them a lot . . . for the purpose of erecting a Catholic Church . . . and other dependencies, . . .

alleging that they could not find any place more convenient for that purpose.<sup>47</sup> Jobson received the gift on behalf of the intended parishioners, and may have been the most persuasive of those who made "reiterated demands". The appropriate location was on Jackson Creek, on the road along the Richelieu, as indicated on Joseph Whitman's plan of survey of the 10th of February, 1823 (Map 12). Once the land was obtained, the next step was the approval of the Bishop. The papers were left with notary Pierre Gamelin (at the time of Laprairie) "to do the needful".<sup>48</sup> The wheels were set in motion, and although Saint-Valentin did not have its own registers until 1830, the efforts of these parishioners ensured that they did not become a mere appendage of Saint-Cyprien.

Bouchette indicates that there was a church in Lacolle in 1831, the parish corresponding to the seigneurial boundaries.<sup>49</sup> The parish as it was later established, however did not. Saint-Bernard extended northward into Delery in the centre of the seigneurie, and the parish of Saint-Valentin extended into Lacolle up to Lacolle River. Registers for the parish of Saint-Bernard-de-Lacolle were not opened until 1843. The church was located in the village of Lacolle.<sup>50</sup>



SOURCE: ANQ-M, Gamelin, 18 Feb. 1823, Deed of Gift.

The other denominations present in the seigneuries did not have a territorial organization but their churches also reflected population growth and played a role in the growth of villages. In all, there were 15 churches constructed in the seigneuries by 1851. Table 33 shows their distribution by seignury and denomination. Since many of the first settlers came from the United States, the religious mix was much the same as that in the Eastern Townships or Western Ontario, with several different groups of Methodists, Baptists, Presbyterians and Congregationalists, to which British immigrants added the Churches of England and of Scotland. (See App. I, Table 82 for a more detailed distribution by denomination.) This division made it more difficult for the population to acquire religious services on a full-time basis, but with the assistance of missionary societies, or ministers who also worked for a living, it was possible for each group. <sup>51</sup> The Church of England received assistance from the Society for the Propagation of the Gospel, and after 1835, from the seigneur, William Plenderleath Christie. He donated a glebe in Napierville, and built and endowed Trinity Church in Christeville. (See Chapter 5, sec. 7.) Methodists were not very numerous and suffered from divisions within the group. Odelltown had been settled by Methodists and members of the Dutch Reformed Church. Methodist circuit riders visited Odelltown after it was first settled but it was 1823 before it acquired its own resident missionary, James Booth. Construction on the church also began that year. A solid stone structure, the church withstood the battles of 1837, and still stands today.<sup>52</sup> Clarenceville was part of the Saint-Armand

circuit until 1845, when it acquired its own minister. St. John's acquired a minister in 1835. The New Connection Methodists placed a minister at Henrysburg in 1841.<sup>53</sup> The Baptists were far less numerous and located primarily in Lacolle. They counted, among others, the family of Henry Hoyle.<sup>54</sup> The 1851 census, however, indicates that the Baptists had 3 churches. The progress made by all groups can be seen in Tables 33 and 34.

TABLE 33  
Number of Churches in the Christie Seigneuries, 1851

	R.C.	CofE	Pres	Bapt	Meth	Total
Bleury						
Christieville	1	1	--	--	--	2
St-Athanase	--	--	--	--	--	--
St-Alexandre	1	--	--	--	--	1
Sabrevois						
St-George-de-H.	1	1	1	--	--	3
Noyan						
Delery						
St. Cyprien	1	--	--	1	1	2
St-Valentin	1	--	--	1	--	2
Lacolle						
St-Bernard	1	1	--	3	--	5
Total:	6	3	1	4	1	15

SOURCE: Census of Canada.

TABLE 34

Places of Worship Established in the Christie Seigneuries  
and St. John's, 1785-1854

Year	Denomination	Location Established
1817	C of E	St. John's
1820	C of E	Clarenceville
1823	Meth.	Odelltown
1823	R.C.	Saint-Athanase
1823	R.C.	Saint-Cyprien
1828	R.C.	Saint-Jean-l'Evangeliste
1830	R.C.	Saint-Valentin
1832	C of E	Odelltown
1833	R.C.	Saint-George-de-Henryville
1835	C of E	Henryville
1835	Meth.	St. John's
1836	C of E	Henryburg
1839	C of E	Grande Ligne
1840	R.C.	Saint-Jacques-le-mineur
1841	N.C. Meth.	Henrysburg
1842	C of E	Lacolle
1843	C of E	Christieville
1843	R.C.	Saint-Bernard-de-lacolle
1845	Meth.	Clarenceville
1846	R.C.	N.-D.-des-Anges-de-Stanbridge
1847	R.C.	Sainte-Blaise
1848	C of E	Sabrevois
1851	R.C.	Saint-Alexandre
1855	C of E	Noyan

SOURCE: Magnan, Dictionnaire; Kelly, Rapport, ANQ (1946-7);  
Cornish, Cyclopedia; Labelle, En Notre Région.

NOTE: The date provided for the catholic parishes is based on the opening of registers. The churches established in St. John's are indicated because these were unlikely to be duplicated in Christieville. We have no information on the Presbyterian church in Henryville indicated in the census, or the Baptist churches indicated in Lacolle.

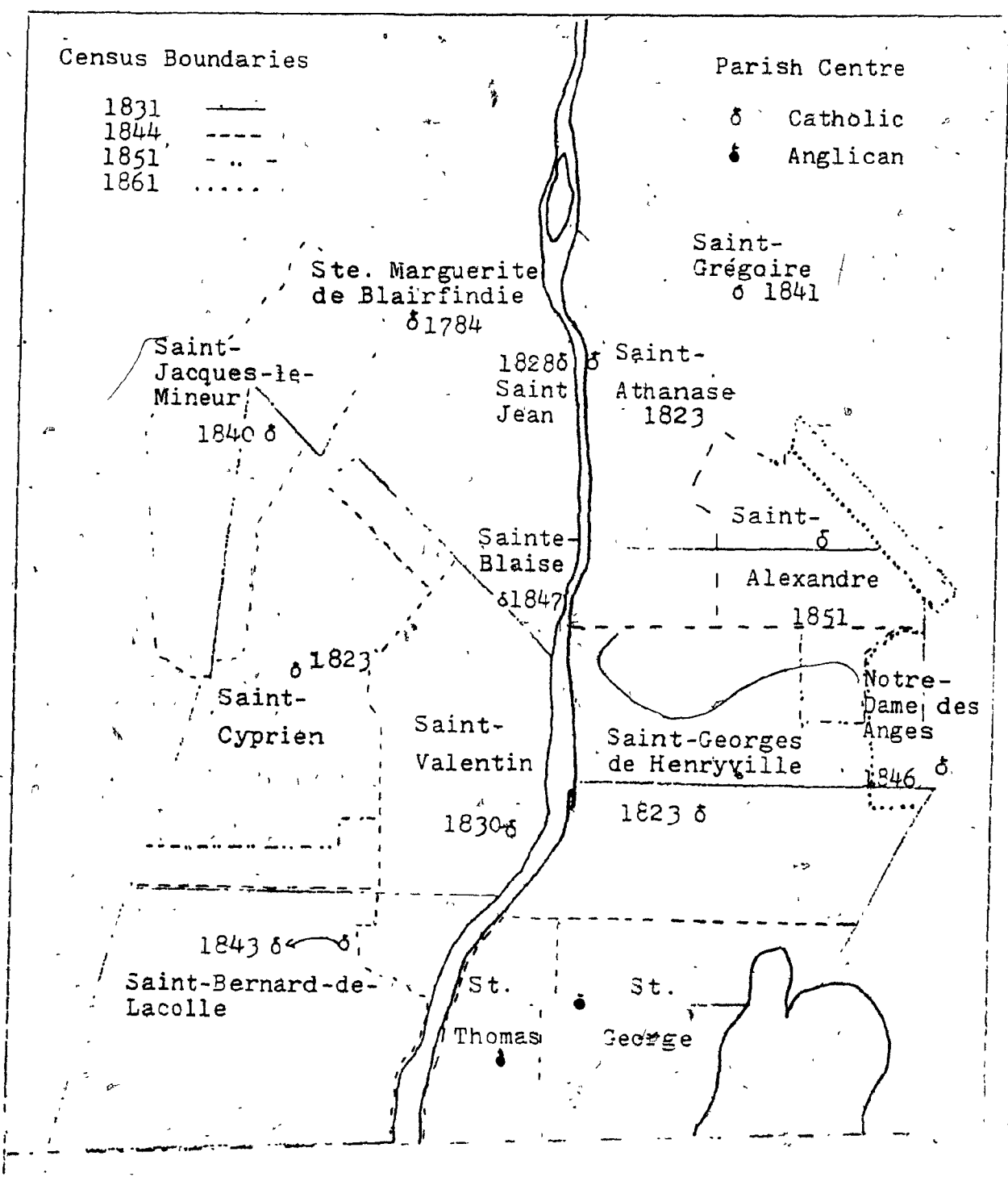
R.C.: Roman Catholic  
C of E: Church of England  
Meth.: Methodist  
N.C. Meth.: New Connexion Methodist

In looking at the distribution of the parish territories in the space of the Christie seigneuries, it is evident that their boundaries do not coincide exactly (Map 12). But for much of the period before 1854, the correspondence was much greater than in 1861. Most of the villages which emerged before 1854 were parish centres. The three seigneurial villages, established before the parishes, well-situated in the transportation network, and in close proximity to mill sites, were logical choices for a parish centre. The other parish centres were located in existing or developing villages: Clarenceville, Lacolle, St. Valentin, Saint-Jacques and Sainte-Alexandre. Only in Saint-Valentin and Saint-Alexandre did the parish centre appear to have been an important factor in the emergence of a village. The cases of Saint-Cyprien and Saint-Valentin, although we have not examined the question in depth, illustrate the importance of the local élite in the establishment of a parish and choice of a site, one manifestation of the wider phenomena of growing competition for control in the countryside pointed out by Chabot and Monette on this and other issues.<sup>55</sup> The six most important villages in the seigneuries, therefore, were also parish centres. The presence of other denominations and the creation of other churches would serve to reinforce the importance of these villages, and add to the vitality of the smaller centres, but their effect was not as great partly because of the relative size of the groups. But more important, the parish was the administrative centre for more than just the church. In the mid-19th century, the decision was made to create municipal institutions with boundaries that



corresponded to those of the established religious parishes. The villages which were parish centres therefore became municipal centres as well, and this new function provided further impetus to growth. The urban network therefore reflects the administrative structure of both the church and the government since at the local level these were the same. In the Christie seigneuries this structure was established on an already emerging transportation network however, and if one compares the location of villages and of mill sites (Map 6 and Map 42), the two were closely related.

MAP 12  
 PARISHES AND CENSUS DIVISIONS



NOTE: The year indicated is the opening of registers.

### III. THE GROWTH AND DEVELOPMENT OF VILLAGES

A recent study by Serge Courville shows that there was an important increase in the number of villages in the seigneurial areas of Quebec in the first half of the 19th century, primarily between the years 1815 and 1831, and that this phenomenon concentrated in the District of Montreal where 52% of the villages identified in 1831 were located, and where 12.4% of the parish population of the seigneurial area lived in villages.<sup>56</sup> The growth of villages in the Upper Richelieu was therefore not an isolated phenomenon although it remains one which has received little attention until very recently. Factors of growth, and the nature of village development are areas which remains relatively unexplored in Quebec historiography. Here, we try to discern the nature of village development in the Upper Richelieu and especially the relative importance of economic factors of growth in comparison with what might be called traditional factors: seigneurial control and parish development. We see the evolving landscape as an important indicator of that development.

#### 1. The Occupational Structure of Villages

In 1835 the village of Henryville was described by McGinnis as consisting of 3 stores, 4 taverns, a saddler and harness maker, a wheelwright, millwright and joiner, a tanner, and a blacksmith.<sup>57</sup> This description would probably serve to describe many other rural villages as well, especially if one added a church and a school. The emergence of a village was largely the

result of concentrating a few houses, usually those of artisans and innkeepers, in a location convenient for their trade--on a major road or preferably at the crossing of two or more major roads or near some drawing factor such as a mill-site or church. In Chapter 5 we discuss the importance of the seigneurial mill account for artisans such as coopers and blacksmiths (pp. 529-33). If the mill (seigneurial or otherwise) was their largest account, then it was only logical to locate nearby. The increase in the number of mills in the Upper Richelieu in the period between 1815 and 1840 when there was a decentralization of seigneurial control can therefore be expected to have affected the pattern of village growth. Both the mill and the church were likely to be well located in terms of the transportation network, which would be to the advantage of the artisans, traders, and professionals establishing themselves nearby. The professions most commonly found in the rural countryside were the notary, the surveyor, the doctor, and the school teacher. Their viability depended on a sufficiently concentrated population and potential clientele. The population threshold would depend on their occupation and on the wealth of that population.

As long as the deed of concession was the major form of land transaction, the seigneurial notaries (p. 363) would be responsible for a good proportion of the seigneurial acts passed. They could be brought into a frontier area to sign a large number of deeds in one day, and in the period of early settlement, therefore, there were no notaries in the Christie seigneuries. Not until a larger population base was in place and land mobility

more frequent did they begin to enter the area. Between 1825 and 1854, twenty-three notaries opened practices in the Christie seigneuries. Of these, only four also terminated their practice during the same period. Decoigne's ended rather dramatically with his execution after the Rebellions. Léon Dugas left for California in 1849 (p. 457). With two other exceptions, the notaries stayed and continued their practices. Most located in the larger villages of Christieville, Napierville, Henryville and Saint-Jacques-le-Mineur. A few did locate in smaller places such as Saint-Valentin, Lacolle, and Saint-Sébastien. (See Table 35.) It is our impression that the notaries in these smaller places signed deeds primarily for the censitaires and local traders. E.R. Demers of Henryville, for example, did not sign any deeds for the seigneur. The seigneur and prominent merchants continued to bring their own notaries along or have deeds signed elsewhere. Pierre Gamelin of St. John's, in particular, seems to have been trusted by this group and signed deeds for both W.P. Christie and Henry Hoyle. To understand the role of the notary in rural society, we will have to undertake a more systematic analysis of the social and geographical extent of their clientele. In Chapter 4 we have made a small beginning in this direction by examining the notaries who signed deeds for the seigneur. As we show, they were an exclusive group, and the spread of notaries into the study area did not have much effect on the seigneur's choice of notaries.

TABLE 35

## Notaries Established in the Study Area before 1854

n. d.	Christieville.....	François-M. Pétrimoulx(a)
1825	Napierville.....	Jean-Baptiste Lukin
1832-45	St-Georges-d'H.ville.	Basile Larocque
1833-49	St-Jacques d' H.ville	Léon Dugas
1834	Saint-Valentin.....	Jean-Baptiste Bornais
1837	St-Jacques-le-Mineur.	François-B. Laperle
1837-38	Napierville.....	Pierre-T. Decoigne
1838	Christieville.....	Henri Aubertin
1838	Henryville.....	E.-R. Demers
1840	St-Jacques-le-Mineur.	Moyse Héroux
1840	Napierville.....	Ephrem Bouchard
1843	Saint-Sébastien.....	Thomas R. Jobson
1844	St-Georges-d'H.ville.	Valfroy Vincelette
1844	Saint-Valentin.....	Romain-J.-B. Garand
1845	Napierville.....	Antoine Mérizzi
1845	Christieville.....	François-F.-Z. Hamel
1846	Napierville.....	Pierre Benoit
1847-48	Christieville.....	Auguste-N. Mathon
1850-52	Christieville.....	Henri Tyler
1851	Lacolle.....	Jean-Ubalde Tremblay
1852	Christieville.....	Jacques-H. Aubertin
1852	Christieville.....	Didace Tassé
1853	St-Georges-d'H.ville.	Clément Vincelette

SOURCE: Chambre des Notaires du Québec, Notaires décédés, 1979.

NOTE: Iberville has been rendered as Christieville, and Saint-Cyprien as Napierville. In St. John's, not shown, four notaries began their practice in this period, P.-P. Demaray, 1824; S.-A. Davignon, 1839; P. Gamelin, 1839; and Edmond Forbes, 1850. We know of Gamelin's move into St. John's from an examination of his archive. There may have been other moves into the study area which were not indicated in the Notaires décédés since it is designed to show the location of the notary's archive, usually the last place practiced. The archives indicated as located at prothonotaire Iberville for our period in the Notaires décédés have since been moved to the ANQ in Montreal.

<sup>a</sup> He began his practice in St-Philippe in 1793 and moved to St-Athanase before the end of his practice in 1847.

To examine the occupational structure of a rural village in 1831 more closely, Napierville was chosen as an example because it was the largest and only clearly distinguishable village in the 1831 manuscript census. Lacolle cannot be separated from the surrounding farms. Christieville was not clearly demarcated, and appears to have only some 20 or so entries. Unfortunately, Napierville cannot be compared with 1851 data, since the manuscript census for that date is missing. As a parish centre and mill site, Napierville experienced the greatest growth and was the most successful of the three villages established by Henry fifteen years earlier. But we find that, although it was larger in size than Henryville, it was also a small agricultural service centre.

In 1831, with an average of 5.3 persons per household, the village of Napierville had a population of 716 (the census gives 730). The majority of household heads were labourers. The artisans, apprentices and masters (no distinction is made), were the next largest group and made up 25% of the population. The merchants, professionals, and service oriented occupations such as innkeepers, together totalled 18 households, and were 1% of the population. The presence of eight merchants in Napierville in 1831, appears to us to be a large number. The extent to which this reflected a significant concentration of commercial activity within its boundaries would be of interest. Perhaps because of its centrality Napierville was favoured as a trading base for wider territory. It would be of particular interest to establish the periphery of these merchant's trading areas--which may have extended into the townships--and to see if

there was a decline associated with the emergence of rival centres. Strong promoters of Napierville, these merchants succeeded in having Napierville chosen as the county seat while their parliamentary representative (for L'Acadie) was Robert Hoyle of Lacolle.<sup>58</sup> This decision would be important, not only to Napierville, but to those businesses which were on Burtonville or Odelltown road especially, and also to those located in the seigneuries of Lacolle and Delery, rather than the townships of Sherrington and Huntingdon. If Saint-Rémi, more to the west, had been chosen, this would have favoured an entirely different transportation network.<sup>59</sup>

The professionals in Napierville were one notary and two doctors. This number was one which could fluctuate more readily due to accident and circumstance than the relative size of the larger groups. Jean-Claude Robert finds for the area north of Montréal that professionals were not diffused through the rural countryside, but were much more likely to be found in the large villages.<sup>60</sup> Compared to other places in the Upper Richelieu Valley, in 1831, Napierville was a large village providing more specialized services than Henryville and other small villages. Given this initial advantage, one would expect it to have become a leading centre. But Napierville had the disadvantage of being located away from the Richelieu River which remained the major transportation artery. Furthermore, much of its lead was wiped out by the social disruption and physical destruction of the 1837-38 Rebellions. Because of its centrality however, Napierville remained a suitable location for adminis-



trative purposes, and by retaining its role as county seat, maintained a certain prestige.

TABLE 36  
The Occupational Structure of Napierville in 1831

Street	Farm (A)	Labr (B)	Arts'n (C)	Prof (D)	Mcht (E)	Serv (F)	Oth (G)	Total (H)
Christie	1	10	17	2	4	2	2	38
Thibodeau	0	9	2	0	0	0	2	13
Market Place	0	3	6	1	3	1	0	14
Burton	1	8	3	2	1	0	0	15
Saint-Louis	0	5	0	1	0	0	0	6
Saint-Gabriel	0	4	1	0	0	1	1	7
Martin	0	16	2	0	0	0	2	20
Dalhousie	0	18	5	0	0	0	0	23
Households:	2	73	36	6	8	4	7	136
Population:	15	385	192	22	42	22	38	716
Pop. as %	2	53	25	3	5	3	5	100

SOURCE: MSS. Census of 1831, on mf. C-721, PAC.

NOTE: There is an error in addition in the census total which shows the population total as 730. We have included innkeepers in the service category (F).

To summarize the extent to which the Upper Richelieu region had become urban, or how many people lived in rural villages rather than on farms by the end of our period, we need some measure of the village population. The census of 1851 indicated for the first time the number of households located on plots of land less than 10 A. in size. These were not included in our discussion of farmland and the farm population because, by and large, they represent village rather than farm lots. This is also our best measure of the village population without turning

to the manuscript census, which for 1851 is missing the data for the villages of Napierville, Saint-Valentin, and Lacolle. For a comparison of entire study area, therefore, the household data provides an alternative measure of village population. This population will not necessarily be found only within the boundaries of actual villages, but one can assume with some confidence that it will be non-agricultural. Table 37 shows that 25% of the households in the study area lived on these non-agricultural or village lots. In Saint-Athanase the proportion reached 47%, a reflection of Christeville's importance. Saint-Cyprien and Saint-Valentin both had more than an average number of households on village properties. Saint-Alexandre and Saint-George were well below the average. In Saint-Alexandre this was probably related to its recent settlement. Compared with the figure obtained by Courville for the District of Montreal in 1831 (p. 215), the Upper Richelieu Valley had twice as many people in villages in 1851, and in the parish of Saint-Athanase, the proportion was 4 times greater. Can we speak of urbanization? In the case of Christeville, perhaps. At the very least we must see the rural areas as consisting not only of farm-dwellers but also of rural villagers who comprised a considerable proportion of the population.

TABLE 37

The Proportion of Households Living on Land Parcels less than 10 A. in the Parishes of the Upper Richelieu in 1851

Parish	Villages in its Boundaries	Number of Households		
		< 10 A.	Total	% <10 A.
Saint-Athanase	Christieville	304	647	47%
Saint-Alexandre	Saint-Alexandre	16	280	6
Saint-George-de-Henryville	Henryville Clarenceville Pike River Saint-Sébastien	32	480	7
Saint-Cyprien	Napierville	186	609	31
Saint-Valentin	Saint-Valentin Stottville Grande Ligne	115	409	28
Saint-Bernard	Lacolle Odelltown	50	420	12
<b>TOTAL:</b>		<b>703</b>	<b>2845</b>	<b>25</b>

SOURCE: Census of Canada.

NOTE: Saint-Jacques is outside the study area because of census boundaries. Saint-Sébastien and Saint-Alexandre were embryonic villages (see p. 197).

## 2. The Government of Rural Areas

Early in the 19th century, government was centralized and located in the major cities of the colony. Three judicial districts were established: Quebec, Three-Rivers, and Montreal. One of the first acts of the civil government established in 1763 was to appoint justices of the peace. These were slowly introduced into the countryside as well, thereby decentralizing English criminal justice only. The judicial structure for civil law, for all but trivial sums (which fell under the jurisdiction of the commissioners of small causes appointed after 1821), remained centralized in the cities after which the Districts were named. The militia was reorganized on a permanent basis in 1787 (27 Geo III chap. 2). Its organization was hierarchical, confirming and enhancing social status. In 1829 the vast counties which had divided the districts were broken up into smaller, but still large units. In the Upper Richelieu, the seigneuries on the west side of the Richelieu were then in the county of L'Acadie, those on the east side, in the county of Rouville. (See Map 23.) This was the first in a series of measures which would progressively decentralize the government of rural areas away from the commissioned appointees of the governor and into the hands of elected representatives of the rural community. The new municipal institutions would not reach a stable form until 1855.

The various mutations in the structure of municipal government between 1829 and 1855 are summarized by Michel Monette.<sup>61</sup> From 1829 to 1836, the school commissions or

"syndics" were introduced. In 1840, an ordinance of the Special Council provided for the appointment of several officials in the rural parishes including inspectors of bridges, of fences and a "sous-voyers" of roads (4 Vic Chap 3, art. 9, 10). The Special Council also provided for district councils, presided over by an appointed warden, with two representatives elected from each parish and township. In 1845, these were replaced by municipal councils for each municipality--parish, or township (8 Vic chap 40). The municipal officers provided for earlier were appointed by this body. In 1847 the structure was changed again and county councils were established with two counsellors elected from each municipality (10 Vic chap 7). In 1855 a revised and more comprehensive municipal structure divided local authority between the parish municipality, which was reintroduced, and the county council that controlled licensing and roads. Authority for schools remained separate from these bodies. Between 1836 and 1841, when the "syndic" law was not renewed, there was no municipal school body. (Schools therefore fell under the 1801 law establishing the Royal Institution for the Advancement of Learning or the 1824 "Loi des Fabriques".) In 1841, municipalities could elect five school commissioners. In 1845, autonomous school districts were established (8 Vic chap. 41). This body could hold property for educational purposes, collect school taxes, hire teachers, and regulate primary schools. The property qualification for school commissioners was set in 1846 at £250, an even higher rate than for municipal counsellors which was reduced to £150 in 1847. As Monette points out, these property qualifications limited the electoral choices of the

municipal voter, restricting them to property holders, the dominant social group.

Schools, regardless of which regulatory body controlled them, were an important local institution. The English-speaking settlers who came into the seigneuries were largely literate and concerned with providing a good education for their children. The élite among the French-Canadians shared this concern. Until schools were established, they would have to send their children outside the area to provide them with the necessary education. Reverend Townsend at Clarenceville took in some students, but it was common to send children to the United States. (Dr. Côté of Napierville was educated in Vermont.) The passage of a new school act in 1829 was largely the work of this group. These schools called into question the traditional role of the clergy in education and met with opposition from the Catholic hierarchy, especially from Bishop Lartigue. As a result, the Bishop pushed his clergy to establish schools under the control of the parish "fabrique". Especially in areas where the parishioners had only just finished building a church, the funding provided by the assembly for schools under the control of the syndics (under the school act of 1829) made these much more attractive.<sup>62</sup> Chabot points out that the clergy would not be awakened to the priority of schooling overnight, especially when the attitude prevailed that an education was not necessary to till the soil.<sup>63</sup> The 1841 law brought back government supported schools and provided for elected school commissions. But the intentions of the legislators notwithstanding, rural property-holders did not adjust to this

new elective responsibility overnight. William McGinnis wrote in 1843 that there were still no schools under the act, and that election would not work where the population was illiterate, and the community could not judge the teacher.<sup>64</sup> To these problems one could probably add conflicts between the French and English electors, but we have not delved into this aspect of the question. Perhaps as in the Eastern Townships, the problem of establishing satisfactory schools in districts where a large proportion of the population opted out of the public schools was one factor influencing the English-speaking population to leave the region.

Despite the problems, however, schools did multiply (Tables 21 and 38). Although school districts were not necessarily the same as the municipal parishes, the fabrique schools would be organized within parish boundaries. Rural schools were decentralized and not necessarily located in villages, nor were they an urban function. Only high schools, academies or specialized schools would be considered as such. In the period before 1854, none of the latter were established in our area. But the new municipal institutions had formalized the civil status of the religious parish, and where schools were under the control of the parish in the catholic areas, they were also likely to be located near the church. The government had always used the organizational framework of the parish for its own purposes, whether for the formation of militia companies, addresses by the Governor to be read in church, or sheriff sales advertised and conducted at the church door. With the creation of municipal parishes, boundary changes and new parishes erected

by the bishop were duplicated in the civil erection of municipalities. (Saint-Athanase, Saint-George-de-Henryville, Saint-Georges--the Church of England parish--Saint-Thomas-de-Foucault, Saint-Jacques-le-Mineur, Saint-Cyprien, Saint-Valentin, and Saint-Bernard-de-Lacolle were erected as municipalities in 1845. Saint-Alexandre was added in 1851.) The importance of parish centres was thereby enhanced. Barring urban industrial growth which would warrant the creation of new parishes, most parish centres had already been chosen by 1840. One would therefore expect the introduction of municipal institutions to largely confirm the importance of the existing village structure, not change it. As for the seigneurial boundaries, used as census divisions in 1831, they would no longer be used for any but cadastral purposes.

The décentralization of Judicial Districts and of the court system also had important implications for both the social structure and the rural landscape. Before 1840, the counties which made up the Judicial Districts of the province were primarily electoral districts. At this time our study area fell into the counties of Rouville and L'Acadie (Map 13). The justices of the peace meeting in Quarter Sessions provided some local government. With the District Councils of 1840, and again with the County councils, the municipal governments were given control over the establishment of court-houses, jails and registry offices which would be located in the chef-lieu of each Judicial District. The competition to obtain this important distinction was intense among the villages of the reorganized

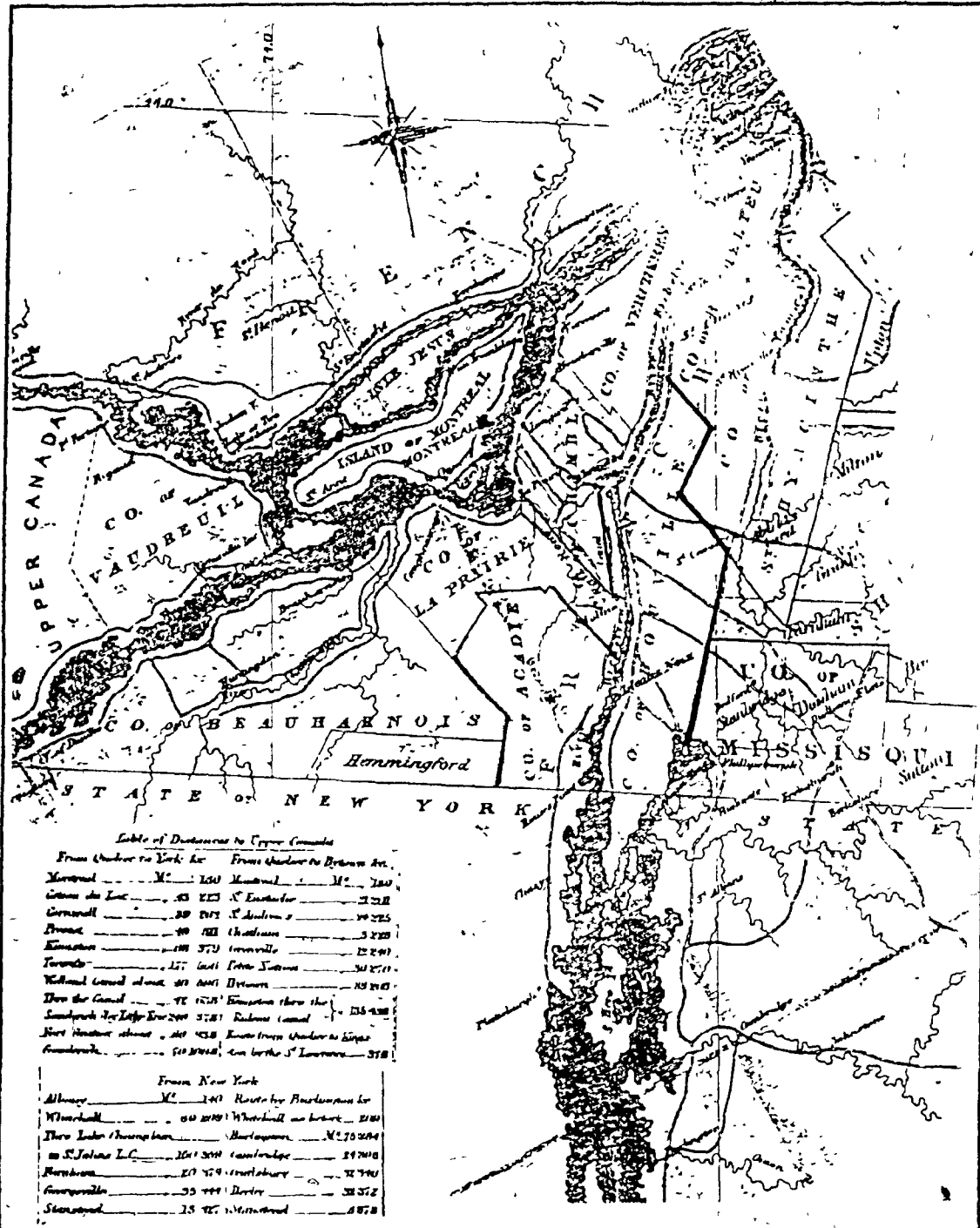


counties. The Christie seigneuries were incorporated into the vast county of Huntingdon on the west side of the Richelieu (Map 14) and remained in Rouville County on the east side (Map 15). These divisions remained in place until the reorganization of 1855 (Map 16) which was more permanent. Except for the southern half of Noyan reassigned to Missisquoi County, our study area fell into the District of Iberville with St. John's as the district centre. The reorganized district was composed of three new counties: Napierville, St. John's, and Iberville with the towns of same name as the county seat. (The name Iberville was given to the former village of Christieville.) The county of Huntingdon, after this reorganization, bore no relationship to that of 1851. The choice of a county seat had by no means been assured by precedent, except in as much as these had assisted the growth and power structure of the village in question. Charles Laberge, later a mayor of Christieville, deputy and minister, is signalled out by local historian, Yvonne Labelle, not so much for that accomplishment, as for his successful mission in 1853, when as a delegate to Quebec he was able to protect the village's interests and prevent the relocation of the chef-lieu of the new county to Henryville.<sup>65</sup>

TABLE 38  
Institutional Property in the Christie Seigneuries, 1857

Churches and Church Property	Ref No	Area in A.
Anglican Clergy	C	99.50
Church and ground	C	6.80
Episcopal Corporation	524	0.50
Episcopal Church Wardens	B	4.00
Episcopal Church	201	4.00
Episcopal Church	523	1.00
Fabrique Clarenceville	306	3.00
Fabrique St. Athanase (Napier St.)	A	6.00
Fabrique St. Bernard de lacolle	522	2.00
Fabrique St. Cyprien	C	1.50
Fabrique St. Jacques	432	11.00
Fabrique St. Jacques	435	0.50
Fabrique St. Valentin	410	8.50
Grande Ligne Church	404	8.00
Evangelical Society	404	76.00
Methodist Church	523	0.25
Presbyterian Church	B	4.00
Wesleyan Methodist Presbytery	503	6.00
<hr/>		
School Property		
<hr/>		
Dissident School (Christie St. W.)	C	0.50
French School	C	0.10
School Commissions--	C	
Christieville	A	1.44
Henryville	B	0.50
Lacolle	523	0.24
Lacolle Catholic	522	0.25
St. Cyprien	403	0.50
St. Cyprien	421	0.13
St. Cyprien	426	0.50
St. Cyprien	428	0.50
St. Cyprien	430	0.50
St. Jacques	432	0.50
St. Jacques	435	0.25
St. Valentin	405	0.13
St. Valentin	410	0.25
St. Valentin	416	0.75
St. Valentin	417	0.50
<hr/>		
Other Municipal Property		
<hr/>		
Municipality (St. Bernard)	523	0.40
Palais de Justice (Christie St. W.)	C	0.75
<hr/>		
SOURCE: <u>Cadastres abrégés</u>		

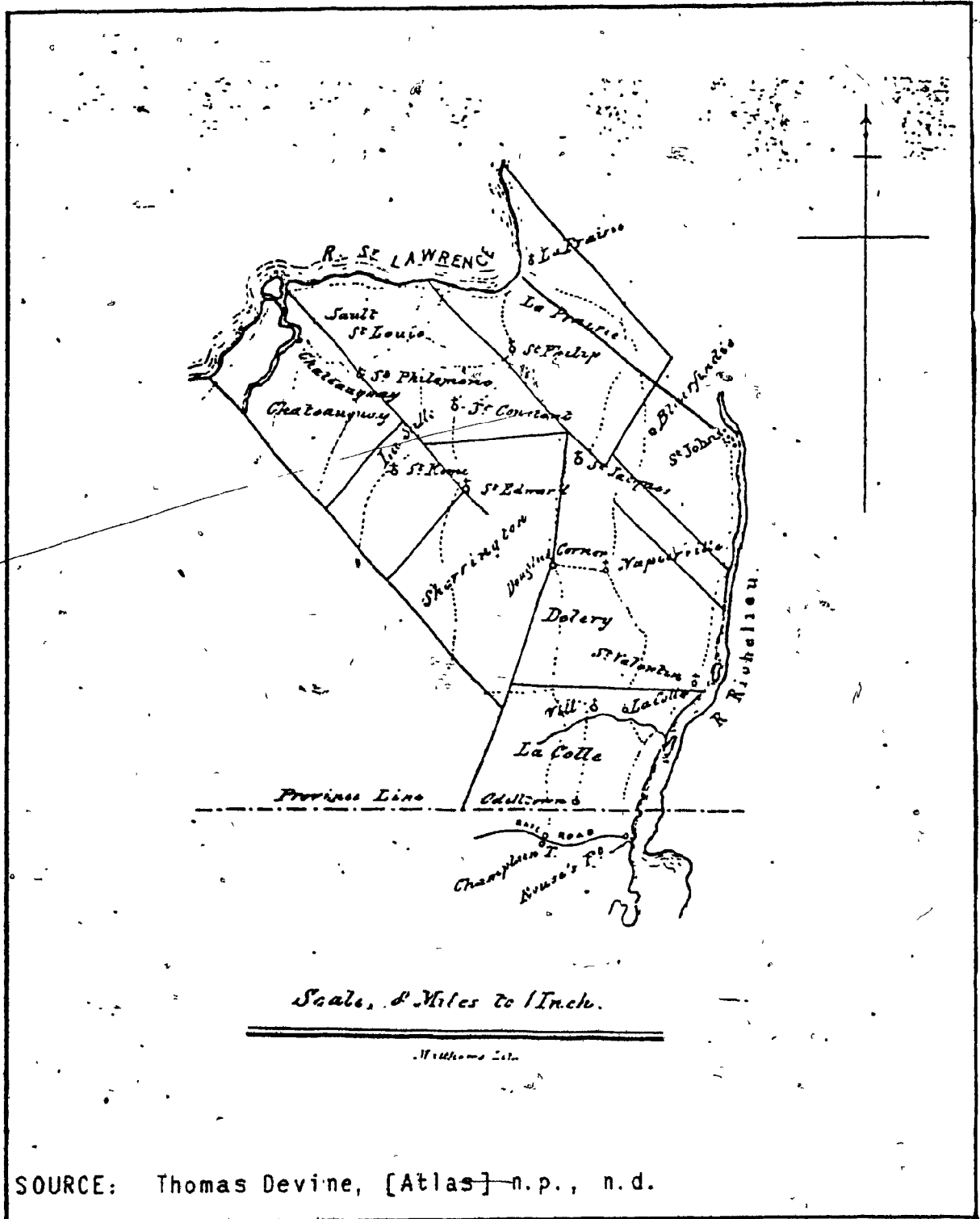
MAP 13  
 COUNTY DIVISIONS IN 1831



SOURCE: Montgomery Martin, *History of the British Colonies*.

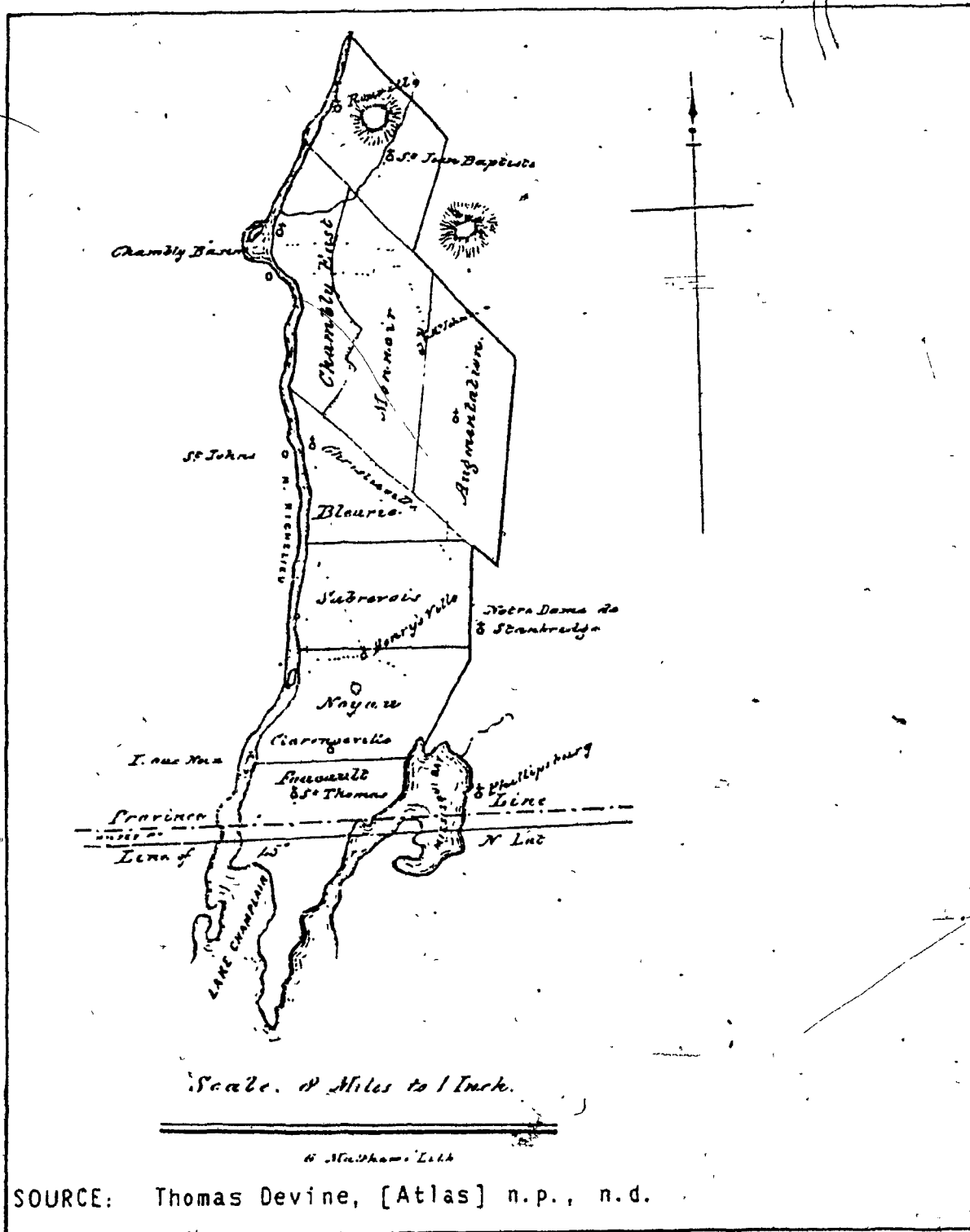
MAP 14

THE COUNTY OF HUNTINGDON, CA. 1851



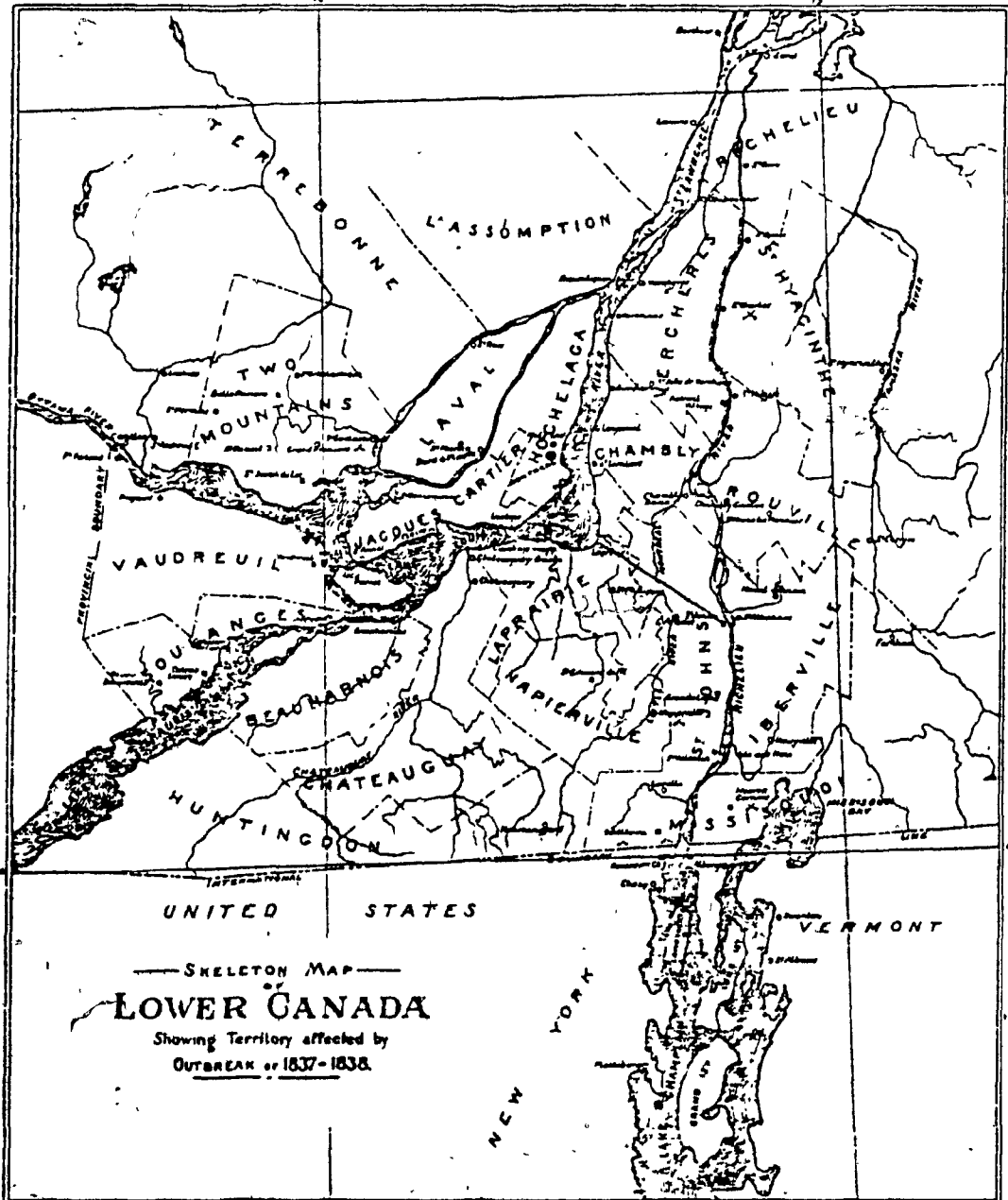
MAP 15

THE COUNTY OF ROUVILLE, CA. 1851



MAP 16

COUNTY DIVISIONS OF 1861



SOURCE: Kingsford, *The History of Canada*, Reprint edition.

### 3. The Region

In this study, we refer to the Upper Richelieu Valley as a region. Although studies of the same area today might not show this to be the case, since the area has been drawn into Montreal's urban shadow, we believe the term does apply in the first half of the 19th century, and that the coherence of this region was based on the organization of economic activity through the intermediary of the only regional centre which emerged, St. John's.<sup>66</sup> St. John's role as a regional centre arose in the 1840s. Its growth was brought about in part by the improvements made to the transportation network: the building of the Champlain & St. Lawrence Railway in 1836, the completion of the Chambly Canal in 1843, and later railway projects. These, with the increase in the lumber trade with the U.S., did much to promote the region's development, and especially the growth of St. John's. As this occurred, Napierville was hardpressed to maintain its growth, whereas Christieville, its twin city, could profit from its development to a certain extent. Other villages would keep much the same roles through to the 1850s as they had had in 1831, although their numbers and their population would increase.

St. John's, although within the barony of Longueuil and not in the Christie seigneuries, was closely associated with their development. Gabriel Christie himself was one of the first to realize the strategic importance of this location to the remainder of the region, and was its first urban promoter (p. 170). When the seigneurie came into the possession of William

Grant (through his marriage to the Baronne de Longueuil), his influence was also used to promote its growth.<sup>67</sup> If St. John's became a regional centre for the Upper Richelieu, however, it was chiefly because of its geographical location, situated as it was at the terminus of the Richelieu Route to the United States. Trade along the Richelieu route had been significant since the time of New France's illegal fur trade with New York. Henry Muller's study of the Lake Champlain-Richelieu Valley shows substantially the same thing for the period between 1760 and 1815, when settlement made the route even more important than before. Settlers and merchants alike preferred illegal trade if necessary to the carriage over to the Hudson, that "labyrinth of fatigue, anxiety, trouble and expense . . ." <sup>68</sup> especially for bulky items. The trade between the two was complicated by British colonial regulations and the War of 1812, but despite these annoyances and hindrances, it continued throughout the period. Trade was often based on a network of personal relationships with one partner remaining in Canada, the other in the American colony or state. Levi Allen established a store at St. John's (in 1785) while his brother Ira stayed in Vermont, for example.<sup>69</sup> The terms of the Jay Treaty favored American exports into the Valley, since they could ship British East Indies goods to the United States and re-export them to Canada, paying duty at 'most favored nation' rates, while Canadians were hampered by imperial regulations.<sup>70</sup> Muller concludes that this "expanding network of commercial relationships" stimulated "a community of interests that would later transcend international political considerations"<sup>71</sup>. The Embargo Act of 1808 met with a storm of protests.



Sending in the militia to enforce it was not completely successful since they would not actually fire on the rafts. The situation of Missisquoi Bay where British ships were allowed to carry goods from the Bay (in Canada) to St. John's, which required passing through American territory, was used to advantage by smugglers.<sup>72</sup> For a fee, cargo would be confiscated by privateers, sold in Canada, and the money from the sale returned to the original owner. The legal situation taxed the ingenuity of these pioneer merchants, but not their determination to trade along the Lake Champlain route, which was the natural outlet for the valley. When war was finally declared, and Americans were required to swear allegiance to the British crown or leave, 35 merchants took the oath.<sup>73</sup> After examining the port records of the period, Muller concludes that between 1760 and 1815, commerce along the route was of major importance to its residents, and the "cross-border trade developed and persisted, whether banned or favored on either side of an unnatural boundary."<sup>74</sup> The completion of the Champlain Canal in 1822<sup>75</sup> reduced the dependence of the Lake Champlain Valley on its natural outlet,<sup>75</sup> but the network of commercial relationships established before 1815 remained in place and trade along this route continued.

As a port of entry and transshipment point, St. John's developed the commercial services to go along with this role. This also meant that it could support more professionals and artisans, and at one time, as many as 500 carters.<sup>76</sup> It also boasted the first railroad in Canada. Chartered in 1831 and

completed<sup>6</sup> in 1836, the Champlain and Saint-Lawrence was basically a portage railway between Laprairie and St. John's, replacing the carters. The earliest promoter of the Champlain & St. Lawrence Railway (CSLRR) was Jason Pierce, an American born merchant and forwarder at St. John's. Others having an interest in the railway included Dr. William Robertson, elected to the board in the 1840's; Benjamin Holmes, a general manager of the Bank of Montreal; John Mills, an American born Montreal merchant; and William Dobie Lindsay, the railway's manager at St. John's and a steamboat owner. After the 1840s when the railroad became associated with Boston interests, Justice Gale was elected to the board and John Molson continued to hold a large number of shares.<sup>77</sup> As the terminal of the railway, St. John's importance was enhanced. By the 1840s it could be described as a secondary centre, according to Bruce Daniels' classification of towns.<sup>78</sup>

Because of St. John's importance to Montreal's merchants, it found its way into early Montreal directories (along with Chambly). As McKay's list of businesses in St. John's for 1842-43 shows, it had become an important centre, offering services not available in the rural villages. (See Note 10, Appendix III.) But the building of an extension to the CSLRR to Rouse's Point in the 1850's marked the beginning of St. John's decline in importance. Even more critical, however, was the construction of the Victoria Bridge in 1860. This bridge and several new railways challenged the traditional water route in which St. John's had played a key role and drew the Upper Richelieu Valley more closely into Montreal's sphere of influence.<sup>79</sup> In the process, it would lose much of its separate regional identity.

But this would not occur until after 1854. In the period studied, it is the settlement and growth of the Upper Richelieu Valley as an agricultural region which is the dominant trend of its development. St. John's merchants were influential in bringing railways to their region, but the results were not those they anticipated. Their ambiguous role in the commercial economy of the early 19th century is thereby demonstrated. Although concerned with local development, they were dependent on their outside commercial links, usually to Montreal merchants. They and their region could therefore easily be by-passed when they were longer essential to the growth of the metropolitan economy.

Village growth in the Upper Richelieu Valley, on the other hand, was more closely associated with the growth of an agricultural population. The villages provided administrative, religious, and educational institutions and basic commercial services such as post-offices, stores, and inns for the rural population engaged in agriculture and the forest industry. That population expanded at a rapid rate through to 1846. By that time the village network was in place. Only Christieville would grow to any great extent, and its growth was associated with that of St. John's. The urban network of the Christie seigneuries, therefore, was typical of rural areas in a commercial economy, and consisted primarily of rural villages. Small scale manufacturing was present in Christieville and other mill villages but did not employ more than a small number of people. Both agriculture and the lumber industry was oriented, not to exchange in local market towns, but to exportation to the

Montreal, Quebec or American markets, through the forwarding agents at Christieville and St. John's. The market towns and service centres of a more prosperous agricultural community, such as those which emerged in Upper Canada, were based on competition and free exchange in the market place, and did not emerge until after the pioneer era of a debtor economy.<sup>80</sup> In the Upper Richelieu, a network of such market towns did not arise. We propose that one reason for this is that exchange was not free, and that marketing was organized in such a way that market towns were not required. In the period studied, the farmers of the Upper Richelieu marketed their surplus wheat or other grains through the local mill or the local storekeeper. They hauled timber to the mill and sold it directly to the sawyer, or to the nearest point on the river, if they were cutting for wages as part of a sub-contractor's crew. Commercial and financial facilities were provided by the traders who lived in the rural villages, as agents (more or less independent) of merchants in the cities--Montreal, Quebec and New York--<sup>81</sup> and by the seigneur or his representative, and his indirect agents such as the millers and sawyers. (See Chapter 5.) The producer's indebtedness and the traders' credit links discouraged the operation of free market forces. There were no banks. Linked to the countryside through partnership and credit links, the city merchants had no need for towns to act as intermediaries between the countryside and the city as part of the marketing structure.

The transportation system, itself linear, channeled both merchandise and produce through St. John's. There, the specialized services of forwarding agents and transportation

companies facilitated the flow of commerce. As the only port, and as the terminal of both the first railroad and the canal, it served all points upstream--the Upper Richelieu Valley. The road network and the first railways of the Upper Richelieu Valley paralleled the water route in this period. The commerce of the region was not between towns but with the outside. In this respect, it was typical of other commercial economies, especially those which were colonial--where a dendritic transportation system was served by one portal city.<sup>82</sup> It was because the St. John's rapids were a transshipment point for Montreal traffic and to circumvent this navigational obstacle that St. John's was needed to serve as the intermediary between the countryside and the metropolis. This was especially true in the first century after the conquest, when trade in the Richelieu and Lake Champlain Valley used the water route, and when merchandise was imported from Britain or New York, and timber or its by-products was the major export. The timber trade out of Quebec city, and an active lumber trade with the United States after 1836, served as a counterweight to Montreal's preponderant influence in the region during this period, but the need for towns remained minimal. The urban growth of the Upper Richelieu Valley during this period was therefore limited to the development of decentralized rural villages--parish centres and mill sites--where the basic services and institutions for this rural society, farmer, artisan, and trader alike, were located.

## NOTES TO CHAPTER THREE

<sup>1</sup> R.M. McInnis, "Some Pitfalls in the 1851-52 Census of Lower Canada." HS/SH XIV 27 (May 1981), p. 227.

<sup>2</sup> Because of the boundaries of the census divisions are the seigneurial boundaries in 1831, this figure can be calculated for that year but not for subsequent census years.

<sup>3</sup> David Paul Gagan, Hopeful Travellers: Families, Land, and Social Change in mid-Victorian Peel County, Canada West (Toronto: University of Toronto Press, 1981), and "Land, Population, and Social Change: The 'Critical Years' in Rural Canada West." CHR 59 3 (Sept. 1978): 293-318; Herbert Mays, "A Place to Stand": Families, Land and Permanence in Gore Township, 1820-1890." HP (1980): 185-211; Christian Pouyez, Raymond Roy, and Gérard Bouchard, "La mobilité géographique en milieu rural: le Saguenay, 1852-1861." HS/SH XIV 27 (May 1981): 123-55; Gérard Bouchard, "Family Structures and Geographic Mobility at Laterrière, 1851-1935," Journal of Family History, 2 4 (1977): 350-369, ibid, "Démographie et société rurale au Saguenay, 1851-1935." Recherches Sociographiques, XIX 1 (Jan.-Apr. 1978): 7-31.

<sup>4</sup> See p. 197 for an explanation of the Cadastres abrégés as a source.

<sup>5</sup> The significance of this decline should not be overstated since the harvest was exceptionally poor in 1844, the year reported in the census. Robert Armstrong, Structure and Change. An Economic History of Quebec (Toronto: Gage, 1984), p. 79-80.

<sup>6</sup> McInnis, "Pitfalls," Table 2, p. 227.

<sup>7</sup> Henry Hoyle, who owned a large herd on tenant farms, also owned a carding mill in Hemmingford. See also Chapter 5, p. 594.

<sup>8</sup> It is widely accepted that where the landscape is organized by the market forces of buyer and seller, the landscape which evolves will be a hierarchy of "central places" or exchange centres. These play an important role in the integration of town and country, and such a landscape is characteristic of what we consider to be developed economies. By contrast, in underdeveloped countries there tends to be a large number of small villages organized by one primate capital city, perhaps with the assistance of several provincial capitals, and a near absence of intermediate market towns. Without central towns with an adequate market area to support

specialized services, whether professional or economic in nature, large areas remain unserved, services being found only in the capital. In colonies or areas organized primarily for export with a dual economy, a dendritic landscape pattern often results. In this case there are many small rural producers seeking to sell their produce for cash, in dispersed local marketplaces. Local traders who buy local produce and sell basic import goods are supplied with these goods and with credit by city merchants who control the transportation network, and operate through intermediaries in a few strategic market places which serve as a collection point for rural products and as a distribution point for imported consumer goods. The credit facilities and working capital of non-local merchants give them an advantage over the local sellers who have a real compulsion to sell. As well, they usually have political advantages. See E.A.J. Johnson, The Organization of Space in Developing Countries (Cambridge, Mass.: Harvard University Press, 1970), pp. 1-177 in particular.

<sup>9</sup> Ibid, p. 82-83.

<sup>10</sup> Pierre B. Cadieux, Croisière sur le Richelieu Historique, (Saint-Jean-sur-Richelieu: Éditions Mille Roches, 1977), p. 10.

<sup>11</sup> PAC, MG 8 F99.9, 1, 9805, Lease, July 7, 1798, GC to A. Cheeseman.

<sup>12</sup> Quebec (Prov.), Ministère des Terres et Forêts, "Bleury", n.d., Scale: 8 arpents to 1 inch.

<sup>13</sup> Labelle, "En notre Région," p. 167.

<sup>14</sup> Ibid, pp. 167-8.

<sup>15</sup> Concession names and numbers refer to Map 17. See also pp. 252-3.

<sup>16</sup> Warner's Plan is not dated, but must have been made around 1819. On the plan, his name appears on Lots 18 through 20 in the 2nd New Survey, although according to the "Noyan Terrier", he was not granted lot 19 until 1836, and lot 20 was granted first to Thomas Rupel, in 1821, and second to Luc Fortin, in 1836. Lot 18 is shown in Thomas Barber's name, but without a concession being recorded.

<sup>17</sup> Born in 1804, she died in 1877. Her husband, John McCallum, was from Champlain, New York. They married in 1824. Her father died on March 19, 1825, leaving her mother as universal legatee and executrix. McCallum was indebted to the estate of J.-B. Raymond to the extent of £2,845, more than half the outstanding debts of £5,185. (J. J. Lefebvre, "Jean-Moise Raymond (1787-1843), premier député de Laprairie (1824-1838), natif du comté," BRH 60 (1945): 109-20.)

18 This name was given to the concession because it was a base line which was a continuation of the Côte Saint-Jacques. This is how it is referred to in the Cadastrés abrégés which we have used as a guideline to standardize names if they vary in time and in language.

19 Louise Dechêne, "La rente du faubourg Saint-Roch à Québec," RHAF 34 (Mar. 1981), p. 592; 587.

20 The value of the lots varied considerably, therefore, and size was not the only factor.

21 In contrast, most of the settlers in Delery had come from L'Acadie.

22 ANQ-M, Gamelin, 7-17 Apr. 1824, Ode[[ Inventory.

23 ANQ-M, Gamelin, 3 Oct. 1836, Sale. These lots had been acquired by Merritt and Alonzo Hotchkiss in 1832. (ANQ-M, J.-B. Lukin, 29 Feb. 1832, Sale.)

24 PAC, MG 8 F99.9, 14, 4920, Confirmation of Title, CKB, June 1843. Merritt Hotchkiss, whose milling concerns are discussed in Chapter 5, p. 578, had also been the deputy for L'Acadie in 1834, supporting Papineau. (R.P. Pierre-M. Hébert, cap., "L'Acadie de la Vallée du Richelieu," La Société Historique Acadienne, Cahier 32 (July-Sept. 1971), p. 79.) His position and efforts in favour of the region while he was deputy must have been similar to those of Robert Hoyle, and all others, who promoted the affairs of their own county.

25 See also p. 552, Ch. 4. In a deed of exchange with John McCallum in 1833, Cornelius VanVliet Esq. is described as a tanner and currier. PAC, MG 8 F99.9, 13, 14223, Exchange, Jan. 5, 1833.

26 Bouchette, Topographical Dictionary, 1832, s.v. Sabrevois. Map 19 corresponds to Bouchette's description, which places Henryville in Sabrevois, and refers to Clarenceville as Georgeville. Clarenceville was named in honour of the Duke of Clarence who visited Canada in 1787. Hormidas Magnan, Dictionnaire Historique et Géographique des Paroisses, Missions et Municipalités de la Province de Québec (Arthabaska, L'Imprimerie d'Arthabaska, 1925), p. 448.

27 PAC, RG4 B17, vol. 40, NCB vs Robert Dent.

28 Cramp, Mémoires de Madame Feller, and René Hardy, "La rébellion de 1837-1838 et l'essor du protestantisme canadien-français." Revue d'histoire de l'Amérique française 29 (Sept. 1975), pp. 163-90.

29 Harris, Seigneurial System, p. 176.



- 30 ANQ-M, Gamelin, 7-17 Apr. 1824, Odell Inventory; John Lambert, Travels through Canada (London: W. Blackwood, 1816), pp. 513, 530.
- 31 Quebec Gazette.
- 32 See Smith (Noël), "Eastern Townships".
- 33 Magnan, Dictionnaire, p. 406.
- 34 Arthur Kelly, "Historical Records of the Church of England in the Diocese of Quebec," ANQ, Rapport, (1946-47): 195, 198, 210, 279, 281.
- 35 Labelle, "En notre région," p. 164.
- 36 Magnan, Dictionnaire, p. 406.
- 37 Smith (Noël), "Eastern Townships;" p. 188.
- 38 Magnan, Dictionnaire, p. 126.
- 39 Magnan, Dictionnaire, p. 189; C.-E. Deschamps, comp., Municipalités et Paroisses dans la Province de Québec (Quebec: Imprimerie Léger Brousseau, 1896), p. 531, 1152.
- 40 ADSJQ, 13A/22, 18 May 1822, Boucher to Bishop Lartigue. Bouchette does not refer to a village at Napierville in 1831; only to Burtonville, which he describes as a few houses each side of the road--with one church, one presbytery, and one sawmill. This confusion over names makes it difficult to know the exact nature of the dispute between the inhabitants. Quite possibly, it was Napierville, called Burtonville, which was being opposed by the earlier settlers on Grande Ligne.
- 41 ADSJQ. See especially 13A/5.
- 42 ADSJQ, 13A/24.
- 43 Magnan, Dictionnaire, p. 258.
- 44 ANQ-M, Lanctôt, 22 July 1822, Concession.
- 45 Le Canada Ecclésiastique. Almanach Annuaire du clergé canadien, (Montreal: La Librairie Beauchemin, 1914), pp. 191, 911.

46 Lionel Fortin, Le Maire Nelson Mott et l'histoire de Saint-Jean. (Saint-Jean: Mille Roche, 1976), pp. 93-5. The son married the daughter of a prominent Saint-Jean merchant, Maria Woods. His daughter married Cyrille-Hector-Octave Côté, the patriote leader.

47 ANQ-M, Gamelin, 18 Feb. 1823, Deed of Gift, Wm. McGowen and Edwd. Billet unto Thomas Jobson, Esquire, and others.

48 Ibid, Note attached to the above, Laprairie, March 13, 1823. He did not see Gamelin but left the papers with his wife.

49 Bouchette, Topographical Dictionary (1832), Sv. "Lacolle".

50 In 1863, it was moved to a location outside the village. The post-office in this second location was known as Saint-Bernard-Sud. Magnan, Dictionnaire, p. 255. The church in Lacolle remained, but was served as a mission. In our period therefore, the church was at Lacolle.

51 See, for example, the case of Rev. Marsh, who began his career in Caldwell Manor. Smith (Noël), "Eastern Townships," p. 39-40.

52 Québec (Prov.), Ministère des Affaires culturelles, La Vallée du Richelieu. Introduction à l'histoire et au patrimoine, (Québec: Ministère de Affaires culturelles, 1981), p. 66. The builders were mason John Graves and carpenter John Wandley.

53 Rev. George H. Cornish, Cyclopaedia of Methodism in Canada: containing historical, educational and statistical information, dating from the beginning of the work in the several provinces of the Dominion of Canada, and extending to the annual conferences of 1880 (Toronto: Methodist Book and Publishing House, 1881), pp. 268, 308, 188, 492.

54 PAC, MSS Census, 1831, on C-721.

55 Richard Chabot, Le curé de campagne et la contestation locale au Québec de 1791 aux troubles de 1837-38, (Montreal: Hurtubise HMH, Ltée, 1975); Michel Monette, "Groupes dominants et structure locale de pouvoir à Deschambault et Saint-Casimir, Comté de Portneuf (1829-1870)," Cahiers de Géographie du Québec, 28 (April-Sept. 1984): 73-88.

56 Serge Courville, "Esquisse du développement villageois au Québec: le cas de l'aire seigneuriale entre 1760 et 1854," CGQ 28 (April-Sept. 1984): 9-46.

57 PAC, MG 8 F99.9, 21, "Noyan Book".

58 PAC, MG24 B141, pt. 1. R. Hoyle wrote to his wife Eliza that the bills of interest to his friends would be coming up soon--the School Act, the Road Act, the Bill for County Courts and Goals, and the Bill for Trial of Small Causes. (No. 13, Quebec, Dec. 27, 1832.) On Jan. 10, 1833 (No. 17), he wrote that the bill authorizing County Court houses had been sanctioned and the Napierville people were rejoicing. He also voted in favour of a division of Rouville county, which Vaughan had hoped for, but Hoyle did not think it would pass that year (Jan. 26, 1834).

59 Competition and rivalry between these two routes would become much more pronounced in the railway era. The Montreal and New York Railway (MNYRR), which was built through the rear sections of Laprairie and Napierville counties (Map 37) linking Montreal to Plattsburg, was in competition with the CSLRR, which passed through the seigneuries. The CSLRR's attempt to bankrupt or merge with its competition, was successful, and after 1854, despite petitions from the inhabitants of Napierville, Laprairie, Clinton and Essex (N.Y.) counties, that section was never reopened. Gerald Tulchinsky, The River Barons. Montreal Businessmen and the Growth of Industry and Transportation 1837-1853 (Toronto: University of Toronto Press, 1977), p. 196.

60 Jean-Claude Robert, "Aperçu sur les structures socio-professionnelles des villages de la région nord du Montréal, durant la première moitié du XIXe siècle," CGQ 28 (April-Sept. 1984): 63-72.

61 Monette, "Groupes dominantes", pp. 76-80.

62 Chabot, Curé de campagne, p. 196.

63 Chabot, Curé de campagne, pp. 75-98. See also Nadia Eid, "Education et classes sociales: analyse de l'idéologie conservatrice-cléricale et petite bourgeoisie au Québec au milieu du 19e siècle." RHAF 32 2 (Sept. 1978): 159-179.

64 PAC, MG 8 F99.1, 7, April 24, 1843.

65 Labelle, "En Notre Région", p. 167.

66 The official name of this town was Dorchester, but it was seldom used by the people. Even official documents call it Dorchester, 'commonly known as St. John's'. Since this popular name is best known, it is the one I use throughout, keeping also the contemporary spelling. In the period studied it was still very English, and the name Saint-Jean did not appear until later.

67 See DCB, V, s.v. "Grant, William", 367-376, by David Roberts.

68 William Gilliland, cited on p. 20, Henry N. Muller (3rd), "The Commercial History of the Lake Champlain-Richelieu River Route, 1760-1815" (Ph.D. Thesis, University of Rochester (New York), 1969), p. 20.

69 Muller, "Lake Champlain-Richelieu River Route", p. 75.

70 Ibid, p. 189.

71 Ibid, p. 205.

72 Ibid, p. 221.

73 Ibid, p. 298.

74 Ibid, p. 321.

75 W. MacKintosh, "Canada and Vermont: A Study in Historical Geography," CHR 7 (1927): 9-36.

76 H. Beldon, & Co., Illustrated Atlas of the Eastern Townships and South Western Quebec (Port Elgin, Ont.: Ross Cumming, 1972). (1st pub. 1881.)

77 Tulchinsky, River Barons, 195-198.

78 The idea of urban hierarchy has received most attention in relationship to the process of industrialization. For this region in the pre-industrial era a simple classification such as that used by Bruce Colin Daniels, The Connecticut Town: Growth and Development, 1635-1790 (Middletown, Conn.: Wesleyan University Press, 1979), seems the most relevant. He distinguishes between the urban centres, major entrepôts of importance to many towns and engaged in direct export trade, the secondary centres, either engaged in direct export but not vital to other towns or not involved in direct export but acting as inland market centres for several towns, and, the country town, which does not export directly, and is not a centre for other towns (p. 145). This last category corresponds well to the rural villages in our study area. The example cited of Shanon, with a lawyer, local merchant and shop, blacksmith, school, tavern, brickyard and tannery, Congregational meeting house, and Anglican Church in the village, and 3 grist mills, a sawmill, 2 forges, a tavern, a meeting house and 6 schools decentralized nearby (p. 156), is very similar to Henryville and Lacolle. He also found, however, that the country stores outside of the villages, accounted for a good proportion of the commerce and continued to act as central places since they were brokers between the farmers and the merchants in external trade. They sold 62% of the cloth and wearing apparel, 10% of the hardware, provisions, leather, lime and salt, 6% of the stationery and books, and 1% of the tea and coal (p. 157). Although we do not have comparable figures, the inventory of Joseph Odell's store, which would fall into this category, shows similar stock.

79 Tulchinsky, River Barons, pp. 107-117; Raoul Blanchard, L'Ouest du Canada Français, la plaine de Montréal, Vol. 1 (Montreal: Beauchemin, 1953), pp. 60-88. In 1847, the Lake St. Louis and Provincial Line from Caughnawaga to New York State was in direct competition to the Richelieu. The building of the bridge resulted in urban decline for small service centers and loss of prosperity for all but points where 2 or 3 lines crossed. The benefit of railroads was to industry. As Montreal imposed metropolitan dominance, local exchange declined. Blanchard examines the decline in the population between the population peak in 1861 and 1931. (See his map on p. 75.) Both Iberville and Napierville Counties decreased (by 44% and 48%) whereas Saint-Jean benefits from an increase of 30%. However, its rural parishes lost 42% of their population. The loss of population was due to the increasing urbanization of society in general, and in this area, about half of the loss is the population of British origin. The crossing of six railway lines at Saint-Jean confirmed its position as a manufacturing site. Iberville developed as a residential suburb, as a result. Some of its industries were based on the use of the areas most abundant resource, Champlain clay, which was used in brick making and in pottery after the establishment of the St. John's pottery in 1873.

80 What we are suggesting is that the structure of the economy at the end of our period was still very much like that described by T.W. Acheson, "The Nature and Structure of York Commerce in the 1820's" CHR (Dec. 1969): 406-428, and by William Lyon McKenzie in 1824, quoted in Leo Johnson, History of the County of Ontario, 1615-1875 (Whitby, Ontario: The Corporation of the County of Ontario, 1973), p. 89:

The whole together is a system revolting to the feelings of every independent thinking colonist. Our farmers are indebted to our country merchants, our country merchants are deeply bound down in the same manner, and by the same causes, to the Montreal wholesale dealers. Few of these Montreal commission merchants are men of capital: they are generally merely the factors or agents of British house, and thus a chain of debt, dependence, and degradation is begun and kept up, the links of which are bound fast round the souls and bodies of our yeomanry.  
(Colonial Advocate, May 18, 1824)

The towns in Ontario county, by the 1850s, were like those of the Upper Richelieu, still concerned with the basic needs of pioneer rural communities, but according to Johnson, the system of economic organization had advanced from primitive forms and family production to specialization and expansion of the export trade in grain, flour and lumber, and a change from subordinate debt relations to one of freedom of exchange "which a cash economy allowed" (p. 143). See also Douglas McCalla, The Upper Canada Trade, 1834-72: A Study of the Buchanons' Business

(Toronto: University of Toronto Press, 1979) and Kenneth Kelly, "The Development of Farm Produce Marketing Agencies and Competition Between Market Centres in Eastern Simcoe County, 1850-1875," pp. 67-86 in Vol. I, Canadian Papers in Rural History, ed. by Donald H. Akenson, (Gananoque, Ont.: Langdale Press, 1978).

<sup>81</sup> These links are an important question which deserve further study. We have found individual examples throughout the period studied of links with Montreal, Quebec, and New York, but a systematic analysis of these relationships would really be required to draw any definite conclusions.

<sup>82</sup> Johnson, Organization of Space, pp. 82-83; note 7 above.

## CHAPTER FOUR: THE CENSIVE

### INTRODUCTION

In examining seigneurial administration, we distinguish between three types of property within the seigneuries--the village censive, the farmland censive and the seigneurial reserves. The relative portions of land falling into each category changed continually during the period studied, but became static with the commutation of seigneurial tenure in 1854. The Cadastrés abrégés have been used to summarize the situation in the Christie seigneuries at the end of the period. The area in each of these categories is summarized in Table 39. The study area consists of an area of 219,000 Arpents in round figures, or 749 square kilometers. Of this area, 955 Arpents was in village censive and just over 1,000 Arpents was in seigneurial reserves or former reserves. The farmland censive contained 215,127 Arpents, which is a more accurate reflection of the area available to farmers than either the title area of the seigneuries or the total geographic area. In this chapter, we examine the survey and granting of this farmland censive, and the title conditions under which it was granted.

The Christie seigneuries were administered as one until 1845. Seigneurial boundaries within the study area, were not rigidly imposed onto the landscape, especially in the three eastern seigneuries. Several concessions were surveyed across seigneurial boundaries. For our purposes, however, it was necessary to have data which could be divided into the

seigneuries as well as into concessions, and these divisions were imposed where necessary. The term "concession" was used in two ways in the Christie seigneuries. It referred to one land grant, so called after the deed of concession which was the notarial act used to confer title to a censitaire; and, to the survey block in which the land parcel was located. Each survey which opened a new area of censive was referred to as the first, second, or third, etc., concession or division of the seignury or of a particular base line (such as River Richelieu). In a survey block such as the southern part of Lacolle, the concessions were numbered like ranges and were referred to as the 1st, 2nd, 3rd . . . "concession South of the Domain." This practice was such an inherent part of the documentation and the early toponomy of the area, that we saw no reason to change it in favour of the term used more commonly elsewhere, the "rang". When the term "rang" was used, it was in the sense of a settlement--"le rang des Irlandais"--for example. The word "concession", on the other hand, was a cadastral term. In our discussion, therefore, we use the term "concession" to refer to the intermediate cadastral units of the censive which divided the seigneuries and regrouped the land parcels. To avoid confusion, we use the term "land grant" to denote the act of conceding land to an individual, and "parcel", to denote the individual farm so granted. A "lot" on the other hand, refers to a surveyed but ungranted piece of land which may or may not be granted as surveyed. For the names of the concessions, we have used those employed by the Cadastres abrégés in order to standardize the names and boundaries of the concessions consistently. The Cadastres are the logical choice



because they provide a complete overview of all five seigneuries at one known point in time. This serves a double purpose since our index map of the censive (Map 17) can then serve as a reference guide to the location of the concessions described in the Cadastres abrégés for the Christie seigneuries.

Since we will be referring to this map throughout the chapters which follow, a few words of explanation are in order. The map shows the five Christie seigneuries divided into concessions. For each seigneurie, the concessions are numbered on the map in the same sequence as they appear in the Cadastres abrégés and the corresponding name is given under the seigneurie. To refer to a concession in the text, we begin our reference number with a reference to the seigneurie, assigned as follows: 1= Bleury, 2= Sabrevois, 3= Noyan, 4= Delery, and 5= Lacolle. This is followed by the reference number of the concession. For convenience, this number is simply cited in brackets after the reference to a concession by name, or in other context. We might refer to the first concessions on the domain in Lacolle (521, 534) which sends the reader to Map 17, seigneurie 5, concessions 21 and 34, which are the 1st N. of Lacolle River on the Domain, and the 1st South of Lacolle River on the Domain, and which can also be found as the 21st and 34th named concessions in the Cadastre abrégé of Lacolle. In the tables, this reference number falls under the name of "Mapid".

TABLE 39  
The Area (in Arpents) of the Christie Seigneuries:  
in Village and Farmland Censive and in Reserves

	BLEURY	SABREVOIS	NOYAN	DELERY	LACOLLE	TOTAL
VILLAGE	539	--	129	287	--	955
FARMLAND	23962	40973	38909	63810	47473	215127
F. RESERVE <sup>a</sup>	446	--	--	--	429	875
CENS ONLY <sup>b</sup>	--	--	--	2107	--	2107
RESERVES	9	--	--	53	--	62
TOTAL <sup>c</sup> (km <sup>2</sup> )	24,956 (85)	40,973 (140)	39,038 (133)	66,257 (227)	47,902 (164)	21,9126 (749)

SOURCE: Calculated from the Cadastres abrégés.

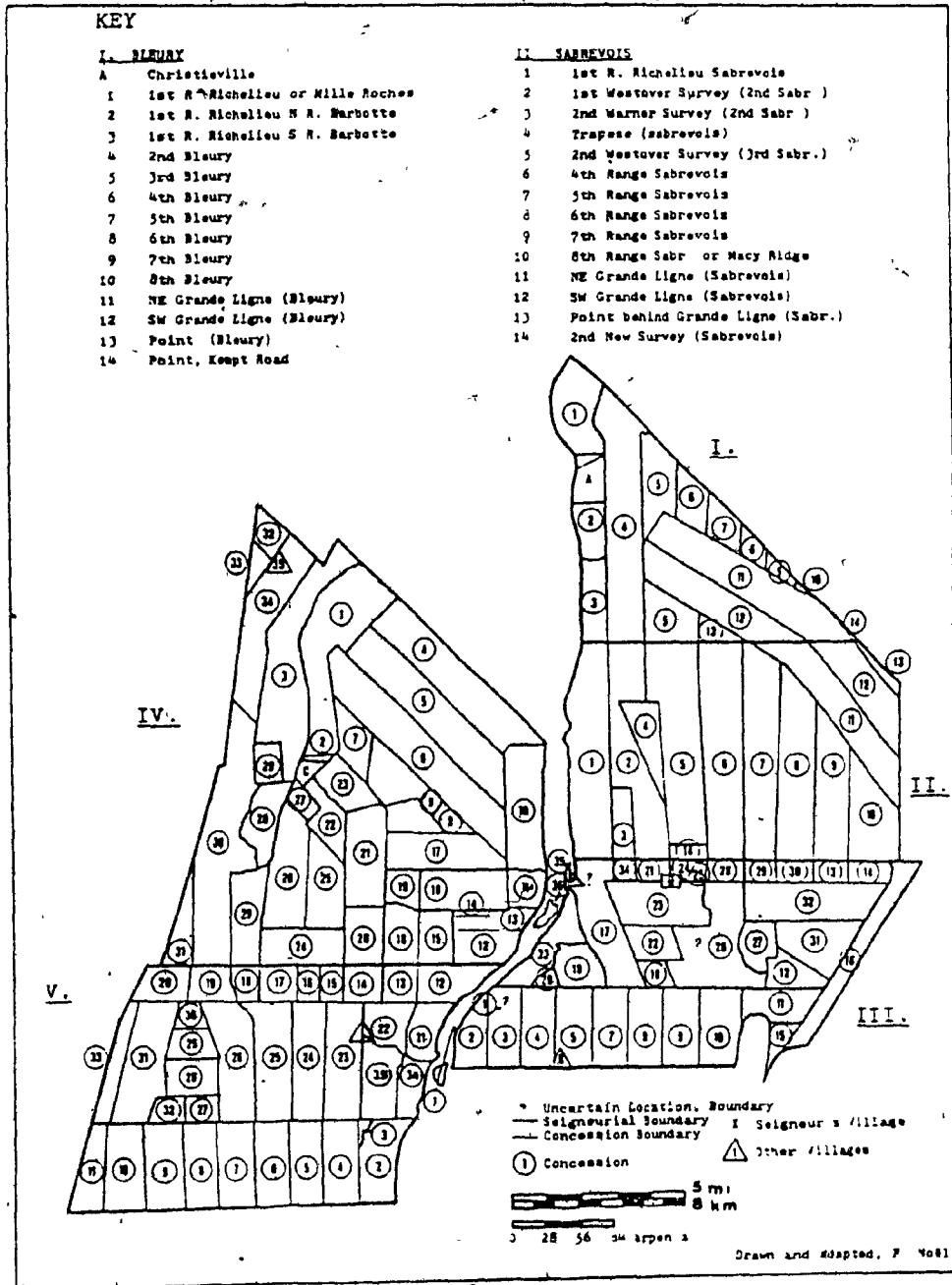
Note: Only the area granted as village censive is indicated as village land here. Village sub-divided lots, discussed in Chapter 3, are included with the farmland censive since they were not granted as village lots. The sub-divided area was 90 A. in Noyan, 62 A. in Delery, and 40 A. in Lacolle, a total of 192 A. Added to the village area, these bring the total area in the seigneuries used for village purposes to 1,147 A.

<sup>a</sup> This area consists of the former domains given to his wife by W.P. Christie, but as we have explained on p. 606, this was done by granting it as a concession rather than allowing it to be a gift in his will. After 1845, these areas did pay the cens et rentes, but in the case of Bleury, A.M. Christie paid it to herself.

<sup>b</sup> These areas pay only a token cens. It consists of the 2000 A. domain of Lakefield, the 100 A. Church of England glebe and the 7 A. Catholic church lot.

<sup>c</sup> The cadastral area of the seigneuries is perhaps as much as 4,500 A. less than their survey area. A rough measurement of their area from a 1:50,000 topographical sheet gives a total area of 223,700 A. The title area of Noyan, for example, was the same as Sabrevois, 42,336 A., but the cadastral area is 3,298 A. less than this. Flooded lands, ungranted or upon which rents have been removed, would account for much of this difference, in Noyan and elsewhere (p. 303-6). This would also help explain why, in 1851, although fully granted, the seigneuries still had 76,540 A. of wild land. (See Table 86.) Unfortunately, census boundaries do not allow a direct comparison with cadastral data.

MAP 17  
INDEX TO THE CONCESSIONS IN THE CHRISTIE SEIGNEURIES



MAP 17, cont.

III. NOYAN

8	Henryville
17	1st Noyan New Survey
2	1st Watson Survey (1st R.R.)
3	2nd Watson Survey
4	3rd Watson Survey
5	4th Watson Survey
6	Clarenceville
7	5th Watson Survey
8	6th Watson Survey
9	7th Watson Survey
10	8th Watson Survey
11	9th Old Survey (Noyan)
12	10th Old Survey (Noyan)
13	11th Noyan
14	12th Noyan
15	13th Noyan
16	East Concession Noyan
17	1st E South River
18	1st N South River
19	1st SW South River
20	Point (Noyan, 2nd R.R.)
21	1st Westover (Noyan)
22	2nd Noyan Old Survey
23	3rd Noyan Old Survey
24	2nd Noyan New Survey
25	2nd New Survey (Noyan)
26	3rd Noyan New Survey
27	4th Noyan New Survey
28	5th Noyan New Survey
29	6th Noyan New Survey
30	7th Noyan New Survey
31	8th Noyan New Survey
32	9th Noyan New Survey
33	1st R. Richellieu (Noyan)
34	2nd Warner Survey (Noyan)
35?	Point, Jenny Is. (Noyan)
36?	Jenny Island (Noyan)

IV. DELERY

C	Napierville
1	1st SE Petite R. Montréal
2	Domaine J Petite R. Montréal
3	1st NW Petite R. Montréal
4	1st Ligne Diagonale
5	2nd Second Grande Ligne
6	3rd Second Grande Ligne
7	2nd SE Petite R. Montréal
8	Concession Labrègue
9	Pointe Girardin
10	Pointe la Mule
11	1st Bleury River
12	1st R. Richellieu S Ile aux Noix
13	1st, 2nd R. Richellieu (Deléry)
14	2nd R. Richellieu (Deléry)
15	2nd S of Jobson Road
16	2nd Jobson Road
17	2nd N of Jobson Road

IV. DELERY, continued

18	3rd S of Jobson Road
19	4th Jobson Road
20	4th Burtonville Road
21	5th Burtonville Road
22	5th W Burtonville Road
23	5th E Burtonville Road
24	6th Burtonville Road
25	6th J 5th Burtonville Rd
26	7th Burtonville Road
27	1st SE Petite R. Mtl. (S of Nap.)
28	1st NW Petite R. Mtl. (S of Nap.)
29	3th Concession (DeLéry)
30	9th Concession (DeLéry)
31	10th Concession (DeLéry)
32	Base St. Jacques, E side
33	Base St. Jacques, W side
34	Base Ruisseau des Noyers
35	Village St. Jacques

V. LACOLLE

1	Hospital Island
2	1st South of Domain
3	Gore, South of Domain
4	2nd South of Domain
5	3rd South of Domain
6	4th South of Domain
7	5th South of Domain
8	6th South of Domain
9	7th South of Domain
10	8th South of Domain
11	9th South of Domain
12	1st North of Domain
13	2nd North of Domain
14	3rd North of Domain
15	4th North of Domain
16	5th North of Domain
17	6th North of Domain
18	7th North of Domain
19	8th North of Domain
20	9th North of Domain
21	1st N Lacolle R. Domain
22	2nd N Lacolle R. Domain
23	3rd on the Domain (incl. Lacolle-Village)
24	4th on the Domain
25	5th on the Domain
26	6th on the Domain
27	7 'A' on the Domain
28	7 'B' on the Domain
29	7 'C' on the Domain
30	7 'D' on the Domain
31	8th on the Domain
32	9 'B' on the Domain
33	9th on the Domain
34	1st S of Lacolle R., Domain
35	2nd S of Lacolle R., Domain

## I. SURVEYS

### 1. Choosing a Plan of Survey

The choice of a land survey system for agricultural settlement is an important aspect of land policy. It usually reflects not only available technology, local geographical conditions, cultural considerations and the land granting system, but it is also a compromise between these and more practical economic considerations, such as the cost and the time required to carry out the survey. The ideal situation would be that each farm lot be accurately surveyed prior to settlement, land title transferred expediently, and boundaries not subject to dispute. In fact, accuracy was often compromised in favor of time and economy, transfer of title could take years, and boundaries were seldom indisputable. The landscape often reflected this balancing act between the theory and the reality of the land survey. The Christie seigneuries did not escape this general rule, but in comparison to other areas they were surveyed quite accurately, and efficiently, and few boundary disputes arose. Those disputes which did arise were in boundary areas, and involved the boundary of the seigneury, not just the boundary between two censitaires. The introduction of a systematic and flexible plan of survey before permanent settlement was largely responsible for this. Also, the land grants were stated in such a way that it was the "lot" as surveyed which was granted and not a specific area of land. In the early deeds, the formula "ainsi que la dite Terre se poursuit & comporte, & que ledit Preneur dit bien savoir & connoitre, & en être content & satisfait, pour l'avoir vue &

visitée, & en est content" was added.<sup>#1</sup> When there was uncertainty as to the area of a lot, this was noted, and it would be granted with the proviso that the grant was without guarantee of actual measure. A total of 204 out of 929 grants included this clause. The survey description of a typical land grant would read: "Lot number three in the second range of concession, of Mr. Pennoyer's survey in the year one thousand seven hundred and ninety six; containing . . . be the same more or less- according to the said survey of Mr. Pennoyer, Land Surveyor."<sup>#2</sup> Thus the inaccuracies of the survey were compensated for in the land grant and disputes were avoided.

The dimensions of the lots to be granted and the ratio of front to depth is an important factor to consider when choosing a survey system. It affects the time and cost of survey, the density of settlement, the road pattern, and the labour cost to each individual to build and upkeep the concession roads (chemin de front). (A concession road runs parallel to the base line. Side roads (montée) join these, and have a narrower road allowance.) The advantages or disadvantages of a particular system, although known, might have little bearing on the choice if time and cost are of great importance,<sup>#3</sup> as so often was the case when surveys are undertaken by governments without adequate budgets. Once established, however, the survey system affects the farmscape and the economy of the individual farm holding in such matters as fencing requirements and the distance to be travelled to carry out farm work.<sup>#4</sup> The economy of the region, especially its commerce, could also be affected since the

efficiency of the transportation network is dependent upon the survey in many landscapes.<sup>5</sup> This would become an increasingly important factor as agriculture progressed beyond the pioneer stage.

The system of survey chosen determined the ease with which it could accommodate local geography and conditions. Unsystematic survey systems, in which base lines and markers for individual landholdings are arbitrarily selected,<sup>6</sup> are the most responsive to topography and local geography. The seigneuries along the St. Lawrence were surveyed according to such a system. The corresponding pattern of settlement and land granting was the progressive occupation of succeeding rows of lots--the rang--from a baseline, usually a natural boundary.<sup>7</sup> It's characteristic long-lot with a front/depth ratio of 0.03 to 0.1 was well adapted to minimum survey, maximum access to the river for transportation, and a high population density, favoured for social reasons and for protection under the frontier conditions of New France. It also produced a distinctive landscape, conforming closely to natural geography.<sup>8</sup> Systematic survey systems--those where the fundamental survey lines conform to an overall plan--<sup>9</sup> are less accommodating to local conditions, and this is particularly true of the rectangular grid system of the western prairies which is rigid and imposes itself on the landscape,<sup>10</sup> but less so of the systematic survey systems introduced into Lower Canada and Upper Canada in the form of townships (crown seigneuries until 1791). This is because they were surveyed independently and local adaptations were possible. Irregularities would often occur where they did not

meet exactly,<sup>11</sup> producing a landscape often similar to the seigneuries.

A number of factors led to the introduction of a township form of survey in Canada around 1783. In British colonies, it was the rule to survey land prior to granting it. While the seigneuries were not held to this rule, it was reintroduced for crown grants at this time. The governor was faced with a sudden influx of Loyalist migrants who required land as quickly as possible, and by the need to provide grants of 50 to 2,000 acres to satisfy military claims. This required that substantial areas of land be surveyed quickly, a condition which favored the introduction of a systematic form of survey.<sup>12</sup> If this was true on a large scale for the crown, it was equally true on a much smaller scale for the Christie seigneuries, which also received a sudden influx of settlement as a result of the Loyalist migration. If Gabriel Christie responded in much the same way as Governor Haldimand, this should come as no surprise. They were friends, members of the same regiment; both were large landowners and would have had access to the same technological pool.<sup>13</sup>

But Christie's land policy was in response to the concerns particular to a private seigneur, and not the public concerns of the Governor as agent for the Crown. He had no political need to satisfy the demands of his censitaires, but may have wanted to encourage the settlement of his seigneuries for economic reasons.<sup>14</sup> His foremost concern was to establish the boundaries of his seigneuries accurately, and to obtain information about



their geography and resources in order to protect his property rights and establish reserves. (The subject of seigneurial reserves is discussed more fully in Chapter 5.) To what extent did he consider the economic long-term advantages of the various survey systems available to him? We cannot know. But there are indications that his choice was determined more by the need for an accurate survey than to minimize cost. Christie owned a theodolite, an instrument which the average surveyor in 1800 could not afford. (His was valued at £4 in 1799.)<sup>15</sup> If this method was used, it was more accurate but more expensive than the use of a compass because a line of sight had to be cleared.<sup>16</sup> Christie's surveyor was S.Z. Watson, a Deputy Provincial Surveyor.<sup>17</sup> Time must not have been critical since Watson's survey of Delery was conducted over a period of three years. The permanence of his boundary lines attest to their accuracy by contemporary standards. It was not until the 1850s that his survey lines were resurveyed, in the context of the dispute over "Sherrington gore". Although they were not accurate when measured by improved survey methods, they had stood the test of time and become so entrenched as to be unchangeable.<sup>18</sup> A second consideration was to have a system of survey which was systematic enough to meet the needs of sound administrative practices, particularly the numbering of lots to facilitate the creation of a terrier,<sup>19</sup> yet flexible enough not to hamper the surveyor's task in the field, in an area known to have extensive low-lying marshes. Having conducted surveys on the frontier during the Seven Years' War (p. 11), Christie was in a position to appreciate the difficulties which his surveyor would face.

From the evidence of the surveys themselves, we have recreated the plan upon which they were based. This plan, which may have been the product of Watson or Christie, or both, applies British survey concepts and technology to the seigneurial context. It also draws upon the Canadian long-lot settlement experience, but is a departure from it. Since the seigneuries along the Upper Richelieu were themselves a departure from the norm of oblong seigneuries found along the St. Lawrence, a direct comparison is not possible. We have already defined a systematic system of survey as one in which the base lines follow an established plan, and referred to the seigneuries as unsystematic surveys. We question, however, if the Christie seigneuries were not an exception to this classification. Although Christie had no choice as to the fundamental lines of his seigneuries, these were established in their title grant by the King of France as simple rectangles oriented east-west along River Richelieu, each being 2 leagues (168 a.) by 3 leagues (252 a.), an area of 42,336 Arpents (9.8 by 14.7 km = 14,474 ha). Christie introduced a plan for the survey of the seigneuries based upon these fundamental lines, but the title plan was altered by field variations, especially where the Richelieu seigneuries met those of the St. Lawrence, creating a triangular gore. (See Map 1.) To understand Christie's survey plan, it is helpful to know that at the time of these surveys, the population generally regarded the Canadian league to be equal to three miles.<sup>20</sup> Each seigneury was divided into nine ranges of concession, 28 arpents or one mile in depth. Each lot was 4

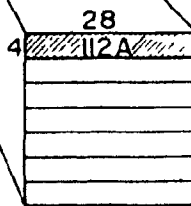
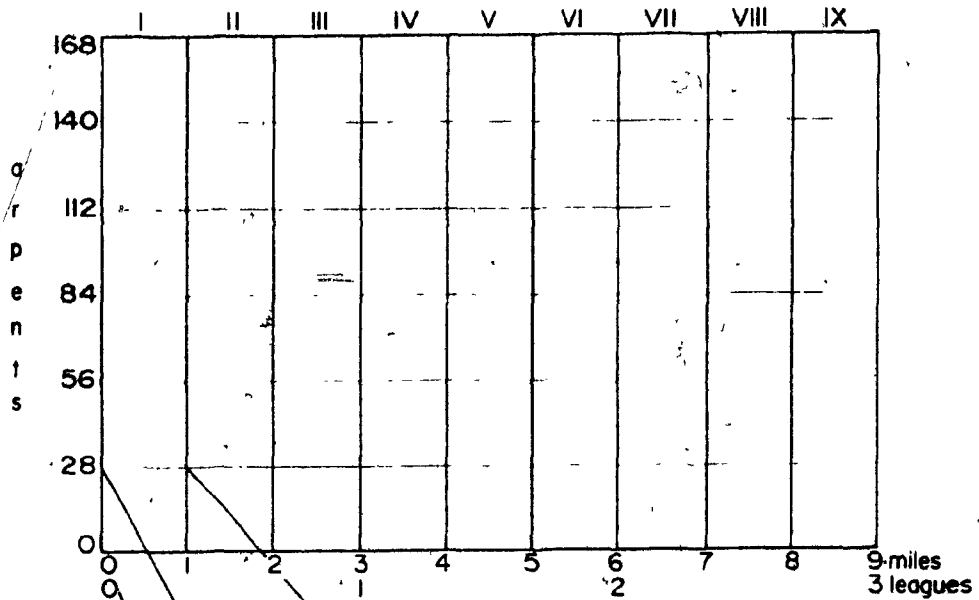
arpents wide to make a standard lot of 112 Arpents, and every 28 arpents square (1 sq. mile) contained seven lots. The surveyor could change the orientation of the lots, within the 28 arpents square, if he found it suitable to do so, without disrupting the overall plan. This is what gave the system its flexibility. Examples of these can be seen in the survey plans of Delery and Lacolle, shown in Map 18 and 19. If the entire seigneurie were divided in this way, there would be 42 lots in each range and the seigneurie would contain 378 lots. Such a hypothetical plan is shown in Figure 2. In practice, Christie alternated blocks of censive with blocks of reserves.

The most distinctive aspect of Christie's plan of survey, and one which was maintained in subsequent administrations even more so than the overall plan, was the survey lot of 4 arpents by 28 arpents equal to 112 Arpents area. We refer to it as one 'standard lot'. It is equal to 38.29 hectares or 94.6 acres. It was divided, lengthwise or crosswise, and cumulated to form land parcels of different sizes. Of 929 parcels, two-thirds were standard lots with an area which was equal to a combination of standard lot units (divisible by 56 without a remainder). Full lots were the most common (399); half-lots were also numerous (145). (See Figure 3.) Although the remaining parcels (309) were not exactly equal to a standard lot in area, a number of these were not irregular in the sense of being based on a different survey unit, but only because they were without guarantee of measure. Only 171 parcels belonged to what would be considered irregular lot categories:

FIGURE 2

Figurative survey plan of the Christie Seigneuries

Ranges of Concessions



NOTE Ranges are numbered from the front base line, in this case, the River Richelieu. Thus the order is reversed for Lacolle and Delery which are on the West side of the river. Lots can be oriented North-South as well as East-West.

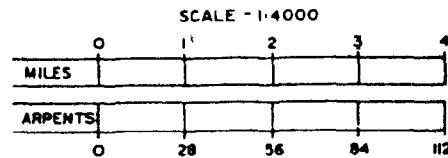
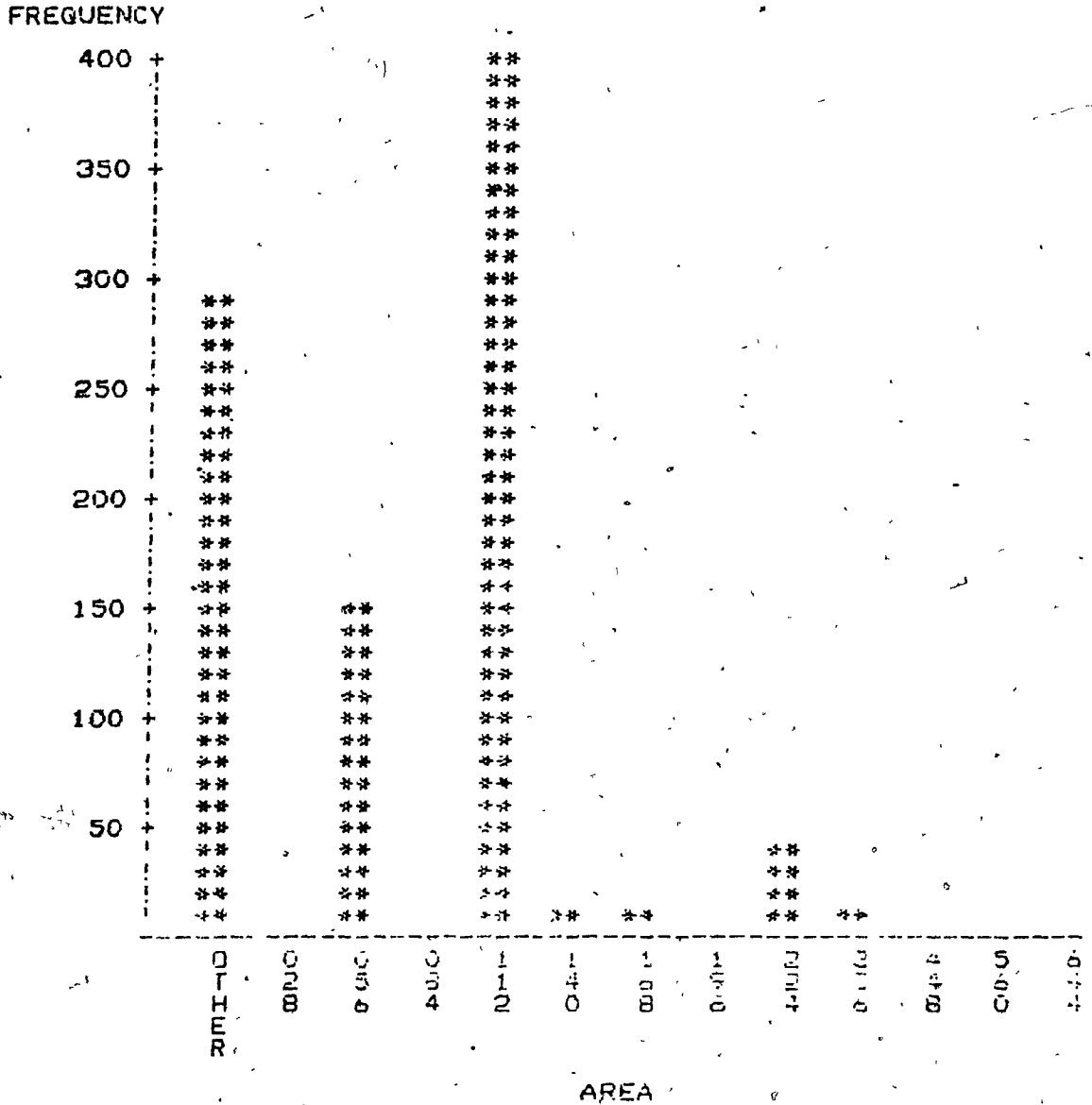


FIGURE 3  
 FREQUENCY DISTRIBUTION OF STANDARD AND ALL OTHER LOTS

FREQUENCY BAR CHART



ANNUAL DISTRIBUTION OF 171 IRREGULAR PARCELS  
GRANTED IN THE CHRISTIE SEIGNEURIES  
1785-1854

FIGURE 4

1790 1800 1810 1820 1830 1840 1850  
YEAR OF GRANT

KEY:

- E Estimated from data
- F Front irregular
- M Mean Depth (ie. varies)

- A Approximate Area
- I Irregular in shape  
(front x depth NE Area)

121 had an irregular depth, 29 had an irregular shape, 16 had an approximate area, and 5 had an irregular front. (Figure 4.) For a further 13 parcels, the area was not given but could be estimated from the data given. Irregular parcels were a small proportion of the total grants made during each administration, but the proportion of irregular lots did increase over time since the last grants were often gores and areas of irregular surveys. Those with an irregular depth, the largest group, usually fronted on a river or other irregular baseline. They also accounted for the clustering of area values around 112 Arpents. (See App. I, Table 89.) The only change which appears related to administrative policy was the increase in the number of grants made 'without guarantee of measure' during Henry's administration. Although irregular lots were sometimes unavoidable, the standard lot of 112 A. was the norm in the Christie seigneuries.

An important aspect of Christie's survey plan was the numbering of lots. In the early divisions of Lacolle and Delery lots were numbered continuously, from the first to the ninth concessions. In subsequent surveys concessions were numbered separately. The number of parcels made of numbered surveyed lots in our sample was 882 out of 929, leaving only 47 irregular bounded lots for which such a count was not possible or not relevant. The importance of this numbering system cannot be overemphasized. One of the major complaints against the seigneurial system in the 19th century, was the difficulty in

tracing land transactions, even after the introduction of registry offices, because the common practice was to describe land parcels by giving the neighbours on three or four sides.<sup>21</sup> By establishing a consistent numbering system used in the deeds of concession, and therefore as part of the legal description of all land parcels, Gabriel Christie was also creating the necessary preconditions for treating land as a commercial commodity. The seigneurial terrier is usually considered to be a simple revenue cadaster--sufficient for the seigneur to collect his dues. The transition to a legal cadaster<sup>22</sup> was not made until mid-century, and required government intervention on a large scale. In the Christie seigneuries, however, the concept of a legal cadaster had been introduced with the first surveys, and had been functioning for almost a century when the new cadaster was created for the older seigneuries. Survey before land granting had made the numbering of lots possible. The importance of the Christie surveys was not limited to their effect on the landscape, but included the legal and commercial implications of introducing a quasi-legal cadaster, and the economic implications of choosing a lot of 112 Arpents as a survey unit.



## 2. The Surveys

### 1) Sources

The sources for the study of land surveys in our study area are varied. They include the field notes of two surveyors, plans and survey warrants (procès verbaux) by several others, and published maps. Most of our detailed information for the individual lots is from the parcel description in the deeds of concession, a duplication of the survey warrant. The more complicated the survey situation, the more information was given:

. . . Surveyed by S. Westover in 1817, Fronts, to the east on a road allowance of 2 rods for a road running northerly, from Ephraim Wheeler's at the North end of Missisquoi Bay, to St. John's, dividing it from the first lot in the 5th concession; bounded in depth to the West, by a 2 rod road allowance for a road from the West side of Missisquoi Bay to St. John's; dividing it from the first lot in the 3rd concession; on the south by lots No 2, 3, 4, 5, 6, 7, 8 in the 9th concession old survey; and to the North by No 2 in the 4th concession.<sup>23</sup>

For the vast majority of regular standard lots, the details were minimal:

. . . a parcel of land situated in the second range of concession in the seigniory of Lacolle and on the North side of the domain, and being the North half of lot no. fourteen, containing two arpents in front by twenty eight arpents in depth, making fifty-six superficial arpents; Bounded in front by the first range, to the rear by the third concession, to the North on one side by lot number 15, and to the South on the other side, by the South half of the said lot no. fourteen.<sup>24</sup>

The information in these descriptions varies but can be quite useful in clarifying the local situation. At the very least, a parcel was bounded. The front line of the parcel was usually the boundary of the concession, but roads, road allowances, and rivers, were also indicated. The rear line of the parcel, if the

adjacent concession was surveyed, would be its boundary (Table 88). When the parcel was bounded by unsurveyed or ungranted lands, this was indicated, and the rear line was a specified distance from the front line, usually 28 arpents. The tabulation of all these descriptions, allows us to follow the general evolution of the surveys in the seigneuries, except for those areas where the documentation is inadequate, even when other sources are minimal.

In many cases, the name of the surveyor and the year of survey is supplied in the deeds of concession as part of the parcel description. Although this data is partial, an overview of the surveys nonetheless results when this information is tabulated by concession and surveyor (Appendix I, Tables 86-87), as can be seen in Map 20. S.Z. Watson, Joseph Whitman, A. Stephenson, Seth Warner and S. Westover appear most frequently. But a simple count like this one does not distinguish between references to the survey of one lot within a concession, and the survey of the entire concession. Sometimes it was quite clear that the concession as a whole was referred to. But a few of the surveyors were simply surveying lots according to an established plan when the first survey had not placed all of the individual lot markers. Joseph Whitman acted in this capacity, and, as can be seen in Map 20, surveyed lots in many different concessions. He also surveyed the 2nd and 3rd concessions in Bleury and the continuation of Watson's concessions on the Petite Rivière de Montréal (102, 104, 401, 403, 434). The surveyor can sometimes be extrapolated from the title

of the concession, even when no reference to it is made in the deeds of concession. There are several Warner and Westover surveys, for example. Ideally, the survey warrants should have been consulted, but the records of the surveyors working in this area were not deposited in the judicial archives. Seignorial accounts also provide information, but they are almost non-existent except for W.P. Christie's administration. Field notes, the best survey data available, were found only for Christie Manor in Noyan and for the Watson survey of Delery. Mapping survey information was greatly facilitated by the cadastral plans located for each seigneurie except Noyan. These plans show the division of the seigneuries into lots, and the original lot numbering system. (For full references to plans and maps used, see App. III, Note 1.) All available survey and map sources were consulted in the preparation of the index map of the concessions (Map 17), the reconstruction of Noyan's survey (Map 25), and the summaries of survey and land granting (Map 27 and 29).

#### ii) The Early Surveys

Christie's early surveys involved the establishment of seignorial boundaries as well as the subdivision of the cen-  
sive, which is probably why he chose the Deputy Provincial Surveyor, Simon Zelotes Watson, to conduct most of his surveys. The survey of Delery is a case in point. The first aspect of this survey was the establishment of the boundary between Delery and the adjacent seigneuries, particularly LaSalle. By the 1780s, the settlement of Laprairie and Longueuil along the

Petite Rivière de Montréal had reached, and unknowingly crossed, the boundary with Delery. The "Grande Ligne" or the "Ligne Diagonale" with the seigneurie of Longueuil, beginning at a place called "Pointe la Mule", had long since been established. In depth, however, Delery's boundaries were unclear. It was granted to contain the remaining land between the St. Lawrence seigneuries and those on the Richelieu. This could not be established unless their boundaries were also known. Having failed in his attempt to acquire LaSalle, Christie came to an agreement with Simon Sanguinet in 1788<sup>25</sup> as to how their joint boundary should be run, and the balance of land between Longueuil and Laprairie divided between them. (This survey is discussed in greater detail in Appendix III, Note 5.) Once this was done it was possible to divide the seigneurie. The title of Watson's field book indicated the bounds he had established:

A survey the Seigneurie De Lery, the property of Major General Gabriel Christie situated on the West Bank of River Richelieu, bounded to the East or in Front by the said River (extending up and down the same in due North and South Direction between Point à la Mule and the Seigneurie La Cole two Leagues or one hundred and sixty eight acres.) to the west or in Depth by the seigneurie La Salle and uncultivated Lands. To the North by the Barony of Longueuil and the Laprairie seigneurie (Extending from Point à La Mule along said Lands, North 37 degrees and 30 minutes West as the needle points Three leagues and fifty two acres, and to the South by the Seigneurie La Cole extending due west along the same from River Richelieu three leagues as surveyed in the years 1788, 1789, & 1790. by (signed) Simon Z. Watson, Deputy Surveyor.<sup>26</sup>

The scale--"Eight acres or Eighty perches to an English Inch"-- and a compass star were drawn on the frontpiece of his field book. (For a sketch of his survey plan see App. III, Note 2.)

Having drawn an east-west line from Pointe la Mule, a distance of three leagues to Douglas Corner, Watson proceeded to survey those parts of the triangle created where it bordered the settlements of Longueuil and Laprairie, but did not extend his survey through to his east-west base line. Large areas of swamp around a "Little Lake" he had discovered in 1788<sup>27</sup> impeded his survey operations in that vicinity, but there would not be much demand for this flooded marshland. The extent of the marshes noted in his survey plans have been indicated on Map 18. Along the Petite Rivière de Montréal, and the Grande Ligne with Longueuil, his survey followed these base lines. A second base line, 28 arpents from the first, was measured but the contours of the river made it difficult to establish regular lots. The first thirteen lots on the north-west side of the Petite Rivière de Montréal were oriented according to existing grants made by the seigneurs of Laprairie and Longueuil. The houses already established at the time of Watson's survey, are shown on his plan. Several of these were Delery but the lots extended across the border. Watson's survey took these lots into account, but he then proceeded to survey the remaining area in lots of 4 by 30 arpents (or less where the diagonal or the river reduced the area) square to a baseline drawn parallel to the river (Map 21). This survey plan is more regular in appearance than subsequent cadastral plans. One of the reasons for this can be discovered by trying to reconstruct Watson's plan for this section of Delery in the equivalent area of the cadastral plan of 1843. In doing so, we found that the required area was not there to draw the lots as they appeared and were described in his survey.

(App. III, Note 5.) These discrepancies were adjusted in later surveys, and the third range of concessions, (counting from the River) disappeared completely. Sorting out the land grants made in this area after Laprairie's boundary was surveyed was one of the first matters which N. C. Burton's administration had to deal with in 1800 (App. III, Note 6). It is hardly surprising, therefore, that subsequent land grants did not guarantee measure.

In the rectangular area of Delery, below Watson's east-west line, the survey followed the general plan of the Christie surveys. This area was divided into three blocks. The first extended 64 arpents to the south of Pointe la Mule and was subdivided into 9 ranges of 16 standard lots. The second was a reserve which extended to Watson's point and remained unsurveyed. The second block of censive reached the line with Lacolle. It was subdivided into 9 ranges of 11 lots, with an extra 4 lots in the first concession, due to the bend in the River Richelieu. This block was adjacent to that section of Lacolle called the concessions "North of the Domain" which were probably surveyed at the same time.

Lacolle was surveyed into three blocks of concessions (Map 19). The reserved middle block called the "Domain", with a frontage of 96 arpents, included most of the drainage basin of the Lacolle River. The block "South of the Domain" was surveyed into 9 ranges of 15 lots; the block "North of the Domain" into 9 ranges of 7 lots. (The last lot South of the Domain was 5 rather than 4 arpents in depth as a result of the location of the

boundary with the U.S.). These two blocks of 9 ranges show most clearly the Christie plan of survey. The southern block is made up of regular east-west lots, with the exception of a small gore between the 1st and the 2nd range of concessions (503). The northern block illustrates the way the lots could be turned to orient north-south, particularly useful when the concession fronted on a side road (416, 417, 420). The survey of the Domain varied. The River Lacolle forms the boundary for one row of lots on each side of it (421, 422, 434, 435). The survey of regular lots across to the 9th concession in the southernmost part of the block reflects the original plan of survey later altered, especially in the interior area of the 7th and 8th concessions where low-lying marshes must have forced changes.

This method of block survey did not compensate for the irregular front of the Richelieu, and occasionally, the area surveyed extended beyond the 3-league title limit of the seigneurie. When the township of Hemmingford was surveyed behind Lacolle, it encroached onto Lacolle as surveyed. In a petition to the Governor,<sup>28</sup> Christie tried to have this situation rectified, but according to a report by Samuel Gale in 1798,<sup>29</sup> the documents of the Surveyor General's Department showed no clash in the boundaries. He concluded that "if the clashing does actually exist, it must, I apprehend, be owing to some error in which the field work, and the returns made thereof, do not correspond with each other; and the probability would be, that the error must have originated in the survey of the River in front of General Christie's seigneurie."<sup>30</sup> He points to one of the possible causes of the conflict--the interpretation of how

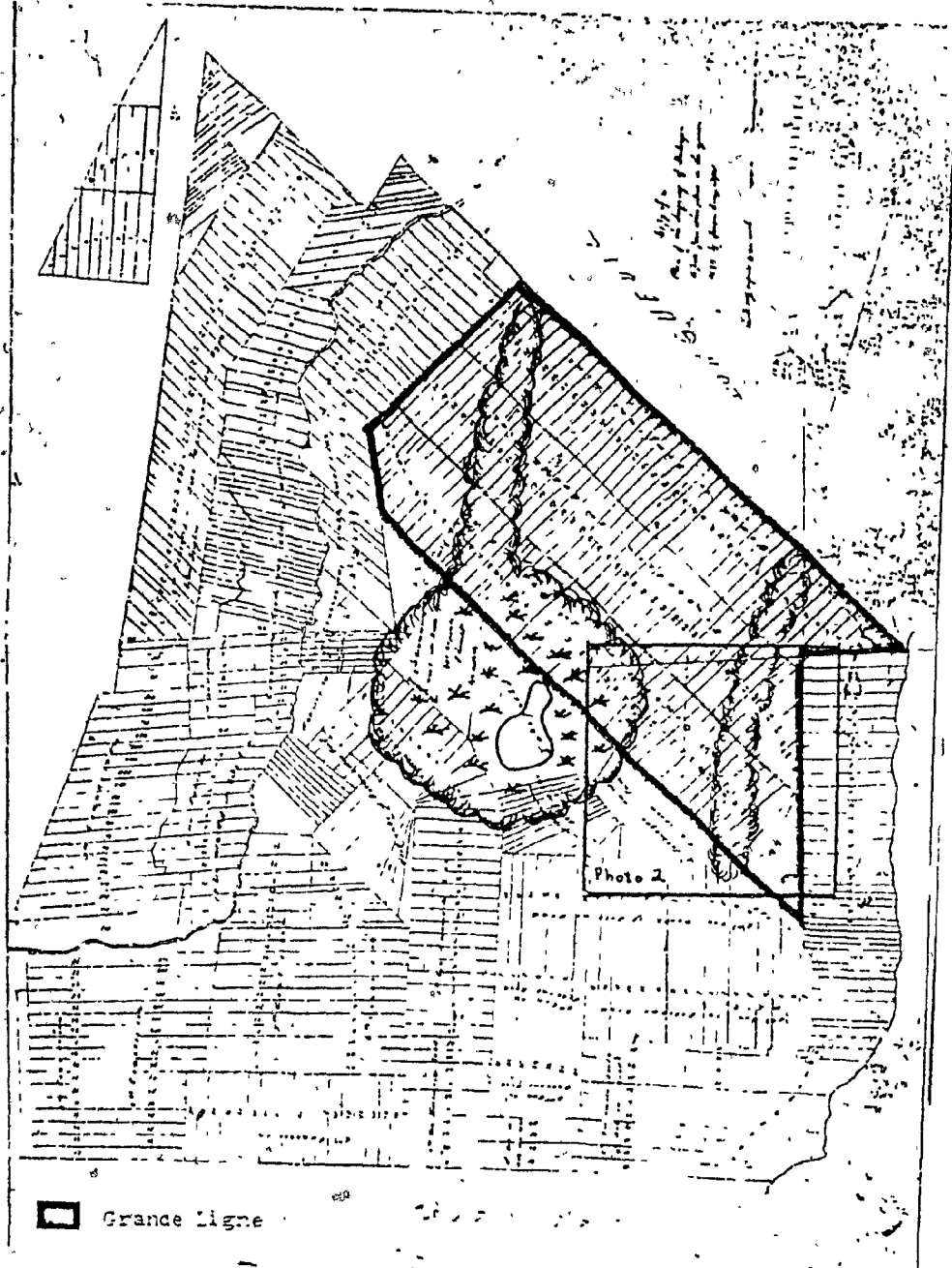
the French titles should be measured in the field. Taking the northwest-southeast lines on the St. Lawrence and the east-west lines on the Richelieu as guide, the Surveyor General had interpreted this to mean that where the river or front was oblique to the side, the breadth would be determined by a line rectangular to the side lines so as to give the same area as if the River were at right angles. If in fact the line was 3 leagues from the river, then it was right. This question would be taken up again.

A distinctive feature of these blocks of survey in Lacolle and Delery was their continuous numbering system. South of the Domain the lots were numbered from 1 to 135, south to north in each concession. The block North of the Domain was numbered from 1 to 68, the actual number of lots, but a repetition of lot numbers in the 8th and 9th concession was corrected by the absence of numbers between 32 and 34 in the 5th. The block of censive just to the north in Delery was numbered from 1 to 103, and the northern block from 1 to 144. The continuous numbering of Watson's survey explains the otherwise inexplicable numbering sequence in the final cadaster of Delery, where some parts of the Watson survey survived intact, and others were replaced by the new surveys. Without a map, therefore, it is difficult to follow the information in the Cadastres abrégés of Delery.



MAP 18

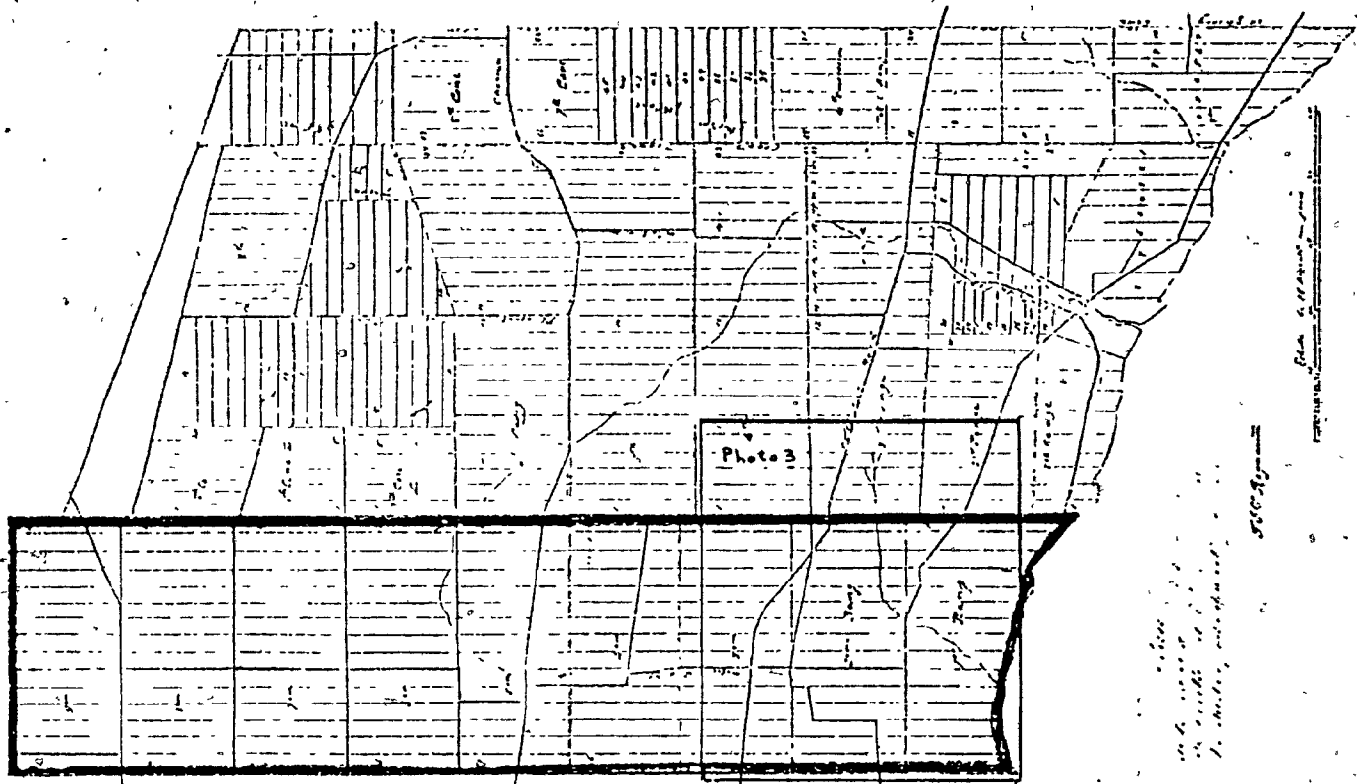
SURVEY PLAN OF DELERY




SOURCE: Copy by Hiram Corey, 1943; (reduced). ANQ (7).

Area of marsh indicated in Watson's Plan

MAP 19  
SURVEY PLAN OF LACOLLE

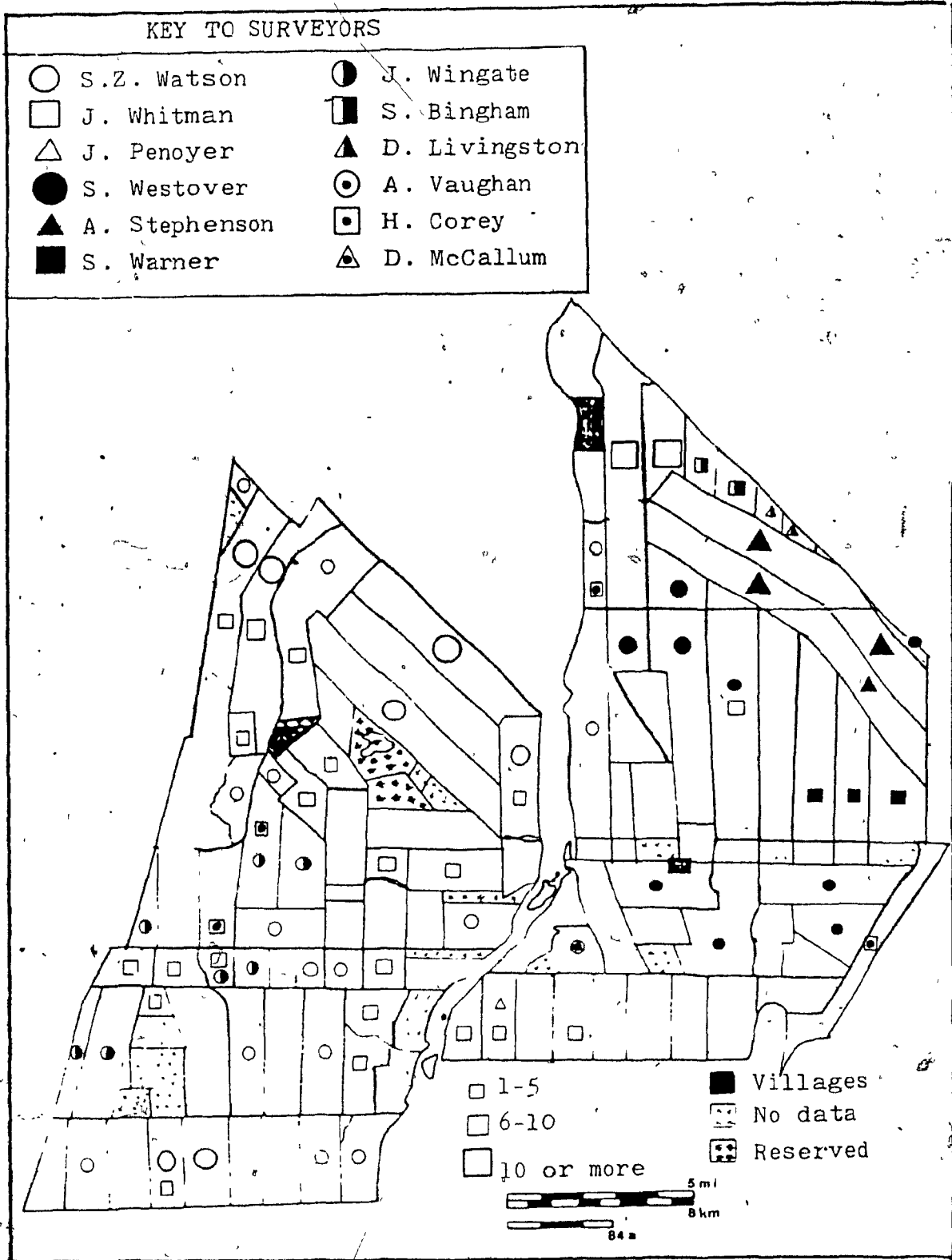


 South Lacolle

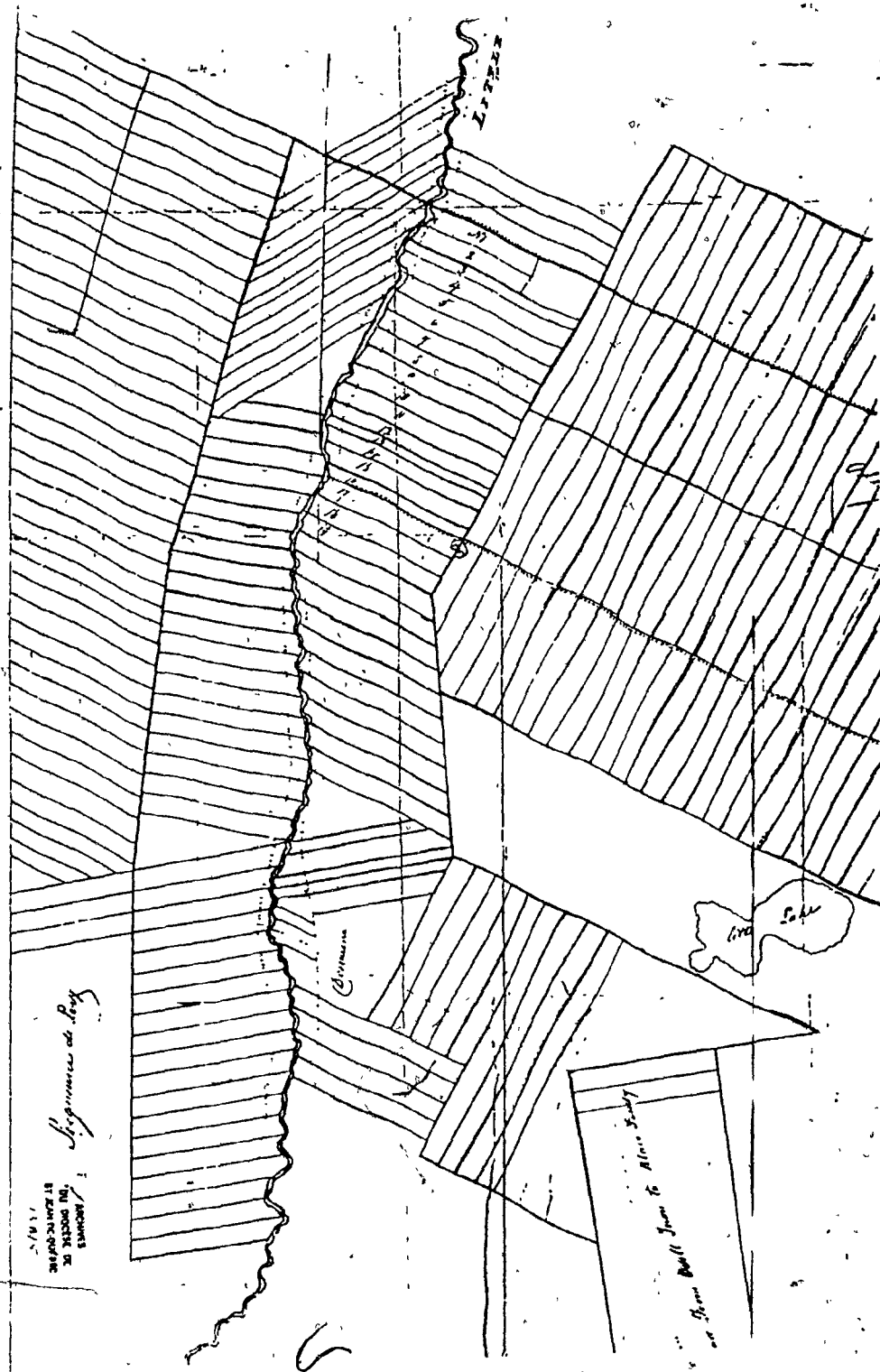
SOURCE: From a plan by F. J. V. Regnaud, n.d., (reduced), Quebec (Prov.), MTP.

MAP 20

SURVEYORS NAMED IN THE DEEDS OF CONCESSION, 1785-1854



DETAIL OF WATSON'S SURVEY ON THE PETITE RIVIERE DE MONTREAL

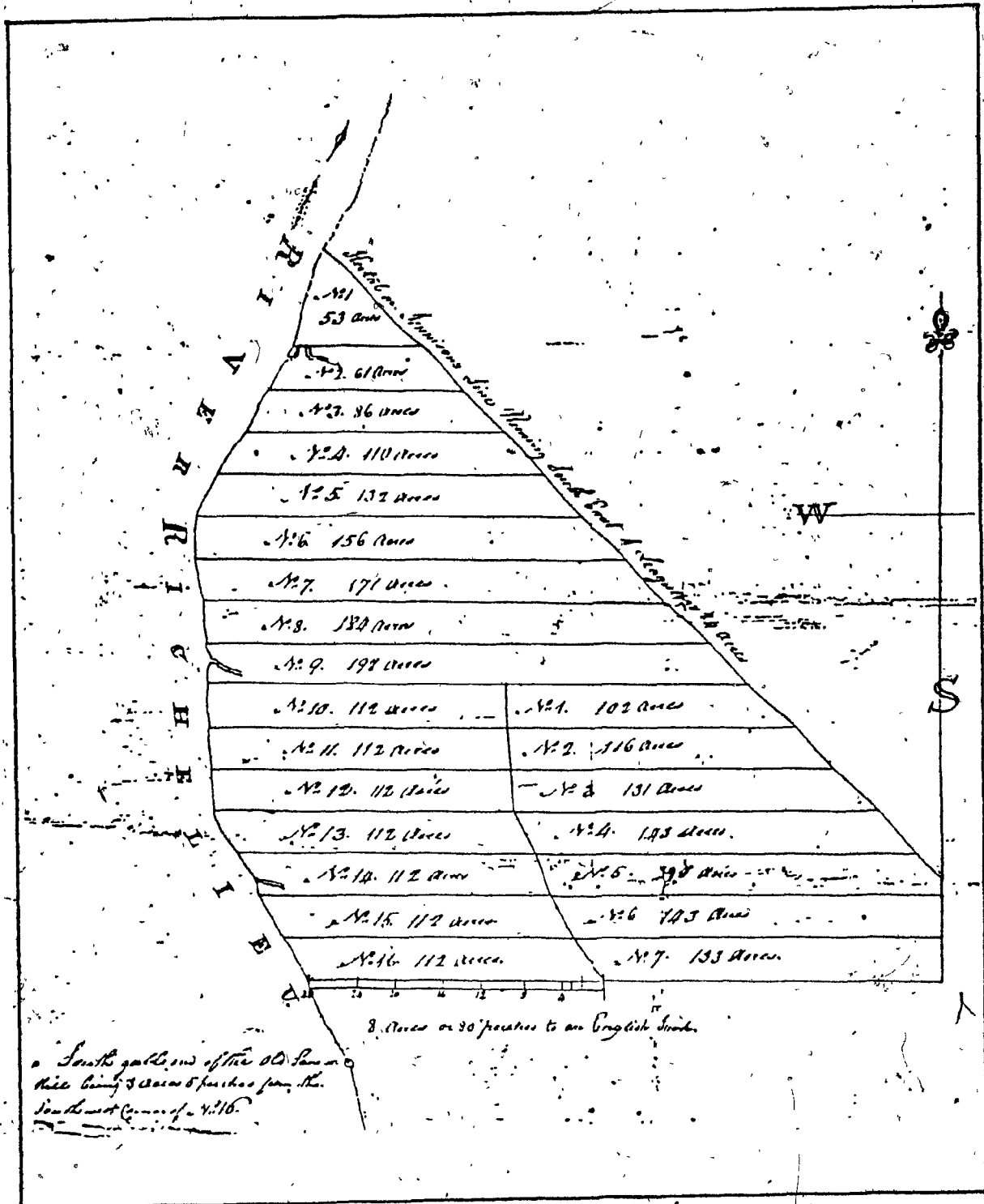


SOURCE: ACDSJQ, 13A/5.

The northernmost tip of Bleury, known as "Mille Roches", was the only portion of that seigneurie which remained in Christie's jurisdiction after the division of his and Moses Hazen's property by judicial intervention in 1770 and before his acquisition of Hazen's property by sheriff auction in 1790. (See p. 124.) A figurative plan by Jean-Baptiste Grisé in 1785 (Map 22) established the boundary between the two proprietors using the 'south gable end of the old sawmill' as a point of reference. Grisé also divided this area into lots. In the first range along the Richelieu the lots were irregular, but once the depth of the seigneurie was sufficient for two ranges, the first was divided into 112 A. lots; and the second range, cut by the line of division with the seigneurie of Monnoir (the Hertel or the Jennison line), was irregular. Although this plan looks very complete, it actually represents a minimum of field survey. We note, for example, that only the mouth of the creeks are shown in the plan. But, it was sufficiently precise to allow the granting of land by lot number. A more detailed field survey was completed in 1788 by Simon Z. Watson, the plan of which is shown below (Map 23). The second plan showed the actual course of the creek. After measuring the line of division between each lot, Watson also included the areal measure of each. These differ, but only by one or two Arpents, from Grisé's plan. This demonstrates the utility of granting lots 'without guarantee of measure'.

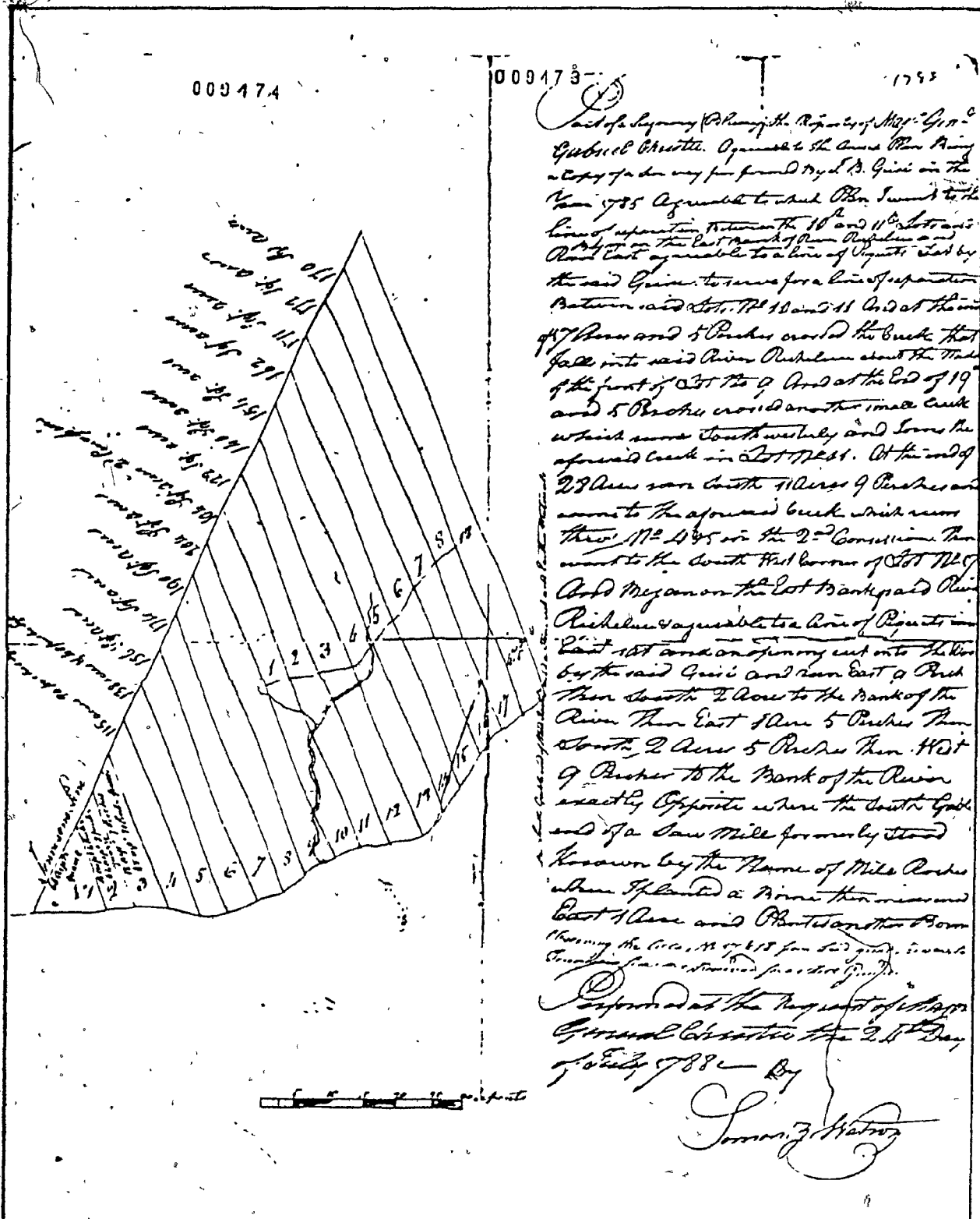
MAP 22

MILLE ROCHES: FIGURATIVE SURVEY PLAN



SOURCE: PAC MG 8 F99.9, 1, 9462.

MILLE ROCHES: SURVEY PLAN AND REPORT



009474

009473

1793

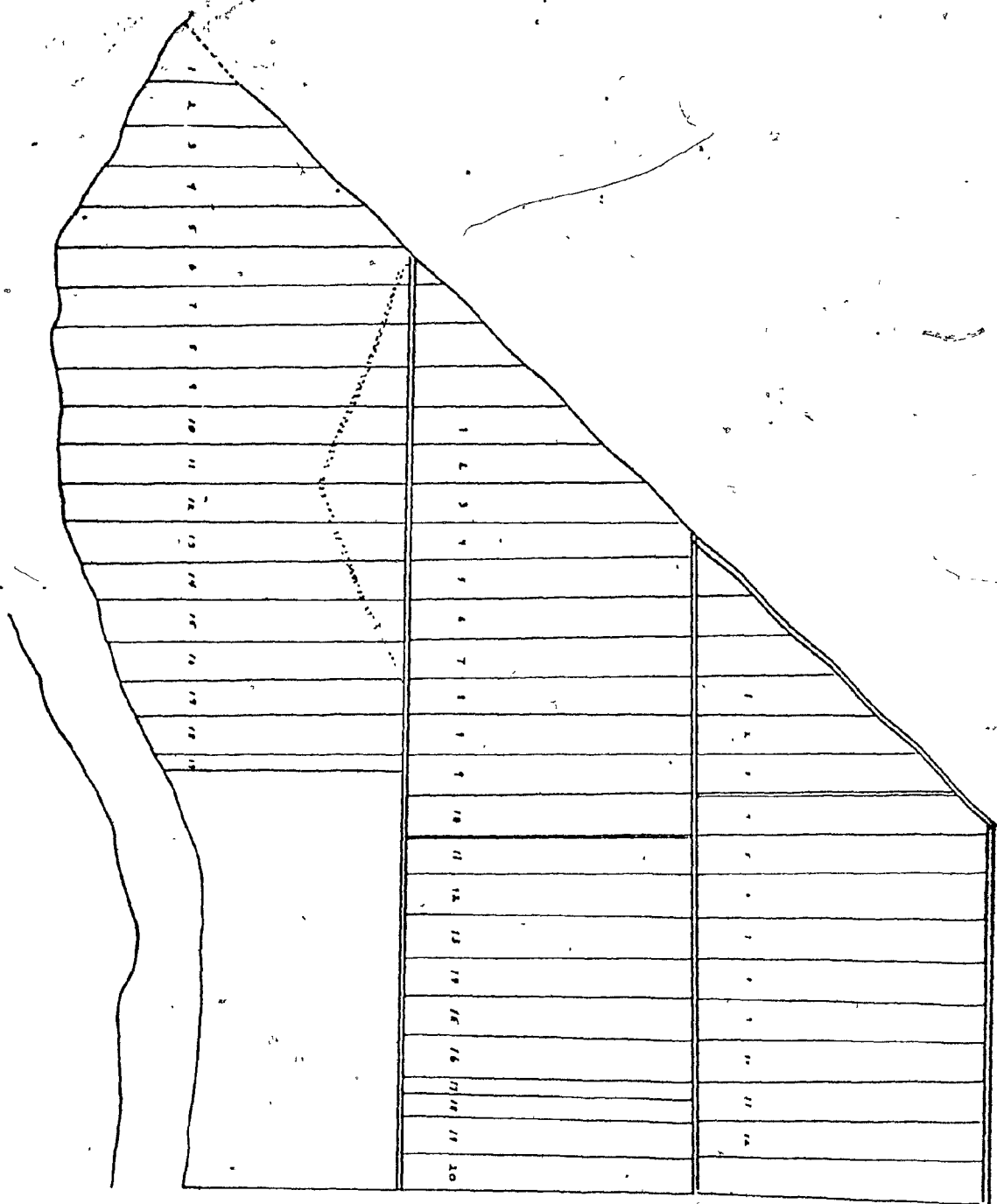
A copy of a survey plan of the River of St. John  
 Gabriel's River. Agreed to the same then being  
 a copy of the survey plan found by J. B. Guise in the  
 year 1785 Agreed to which then I went to the  
 line of separation between the 10 and 11 lots and  
 about east of the last branch of River Richelieu and  
 about east of a line of Rapids used by  
 the said Guise to serve for a line of separation  
 between said lots 10 and 11 and at the end  
 of 7 Acres and 5 Perches crossed the creek that  
 falls into said River Richelieu about the middle  
 of the front of lot 9 and at the end of 19  
 and 5 Perches crossed another small creek  
 which runs south westerly and forms the  
 upper end of said creek in lot 11. At the end of  
 23 Acres ran south 75 Acres 9 Perches and  
 came to the aforesaid creek which runs  
 then N 20 W in the 2<sup>nd</sup> Concession then  
 went to the south West corner of lot 12 of  
 said Mejean on the lot 13 and said River  
 Richelieu agreed to a line of Rapids in  
 lot 10 and an opening cut into the line  
 by the said Guise and ran east 9 Perches  
 then south 2 Acres to the bank of the  
 River then East 8 Acres 5 Perches then  
 south 2 Acres 5 Perches then West  
 9 Perches to the bank of the River  
 exactly opposite where the south East  
 end of a Saw Mill formerly stood  
 known by the Name of Mills Roches  
 when I planted a Pine then measured  
 East 8 Acres and about another 6 Acres  
 showing the line N 20 W for said line. I was  
 then in a continued position for said line.

Done at the Request of Messrs  
 Gabriel's River the 2<sup>nd</sup> Day  
 of July 1788 By

James J. Watson

SOURCE: PAC, MG 8 F99.9, 1, 9473-4.

MILLE ROCHES: CADASTRAL PLAN



SOURCE: "Bleury", n.d., MTF, Québec.



This plan is also one of the few first hand reports we have of the surveyor in the field. Watson did not repeat the work done by Grisé, but began his work at "a line of piquets" set by him. Survey work involved crossing creeks, cutting lines of separation through the trees, chaining distances, burying bounds (usually pieces of marked earthenware shards), and preparing plans. In this case the work was complicated by the irregular front of the Richelieu, used as a base line. That the Richelieu was the fundamental line of the seigneuries by their title grant created complications for the survey of all the seigneuries. The usual practice in using a natural boundary such as a river was to resurvey a straight base line and use it in preference to the river. But in this survey of Mille Roches, Watson and Grisé were measuring an exact distance of 28 arpents from the Richelieu, perhaps to establish the rear boundary of the seigneurie with Chambly since it had priority in area to Bleury (Map 22). After the balance of Bleury was purchased by Christie in 1790, the survey of Mille Roches was integrated with that of the remainder of the seigneurie. Christie did not have more than the first range of Bleury and Sabrevois surveyed at this time. The second and third ranges were surveyed by Joseph Whitman in 1800-1801 for N.C. Burton (Map 20). His survey extended the boundaries of the 2nd and 3rd ranges northward, which gave the appearance of a gore between the 1st and 2nd concessions, but the road followed Watson's line of survey. Map 24 shows the cadastral plan based on these early surveys. The interior of Bleury and Sabrevois was not surveyed at this time. This suggests that Christie's early surveys were at least in part a response to the demand for land

by settlers, which was likely to be greater on the west side of the River where the population of Laprairie and Longueuil was beginning to expand beyond the borders of these seigneuries.

The division of Noyan between Christie and Colonel Campbell has been outlined (p. 122). The plan agreed upon gave Campbell the middle share--one league in front above South River--and Christie the sections above and below this (Map 5). From Watson's survey of Campbell's share in 1794, and from information in the early grants, we have reconstructed what must have been the original survey plan of the seigneury (Map 25). Because legal proceedings delayed the survey of the censive, early grants were made according to a preliminary plan. It was not until 1796 that Jesse Pennoyer was employed to survey the southern portion of Christie's share, usually referred to as "Christie Manor". Pennoyer recorded who occupied or had improved each lot.<sup>31</sup> In the 8th concession, previously referred to as the 7th, the occupied lots and first grants did not correspond to the new survey lots. Christie did not adjust his survey to take this into account, but granted a new series of deeds of concession, made out according to the final survey, so that the person held title to the lot he occupied.<sup>32</sup> Pennoyer's survey basically followed the Christie plan of survey, but the 1st range included several irregular lots because of the sinuosity of the Richelieu, and the 9th range was tipped on edge into north-south lots above Missisquoi Bay. At this time the eastern boundary of Noyan was not established, and the question of making up the area lost to Missisquoi Bay was still unsettled in relationship to Crown Lands.

(p. 123). Christie merely extended his 9th range to the end of 15 lots. The first boundary with Stanbridge township cut through this range and would be readjusted later.

Watson's survey of Campbell's section of Noyan is considered here as one of the early surveys, because it was incorporated into the Christie surveys when he acquired the balance of the seigneurie shortly thereafter. Visually, this survey appears to be a radical departure from the Christie surveys, but actually it is a variation on the theme of 112 Arpents lots. South River, with its U-shaped bend and low marshy grounds which would add to the difficulty of bridge construction, had to be taken into consideration. The ground near the Richelieu was also poorly drained and would not attract settlers immediately whereas the height of land north of South River was already settled at the time of the survey (see Map 26). Watson may have been taking this into account, or following an earlier figurative plan by which those lots were granted, when he chose to establish a baseline running parallel to the general flow of South River, and approximately 28 arpents distant from it. In this concession, lots ran east-west and were approximately 28 arpents in depth, with some swamp at the western end. The existing road ran through the concession at the edge of the low-lying area. The area to the east of this concession was divided into three concessions extending to the rear of the seigneurie. These were subdivided into lots 4 arpents apart, but oriented in the same diagonal as the base line. This gave them a measured front and depth of 3 arpents 6 perches (3.5 arpents) by 31 arpents 1 perche and 2 feet in depth, for an area of 112

Arpents.<sup>33</sup> The Noyan Terrier prepared at a later date describes these lots as 4 by 28.<sup>34</sup> Watson's plan shows that he planted posts as lot markers only as far as the eastern branch of South River. In the third range up to Henryville, these diagonal lots remained etched into the landscape; they are visible to this day (Photo 1). New surveys, however, would replace these in the interior of the seigneurie.

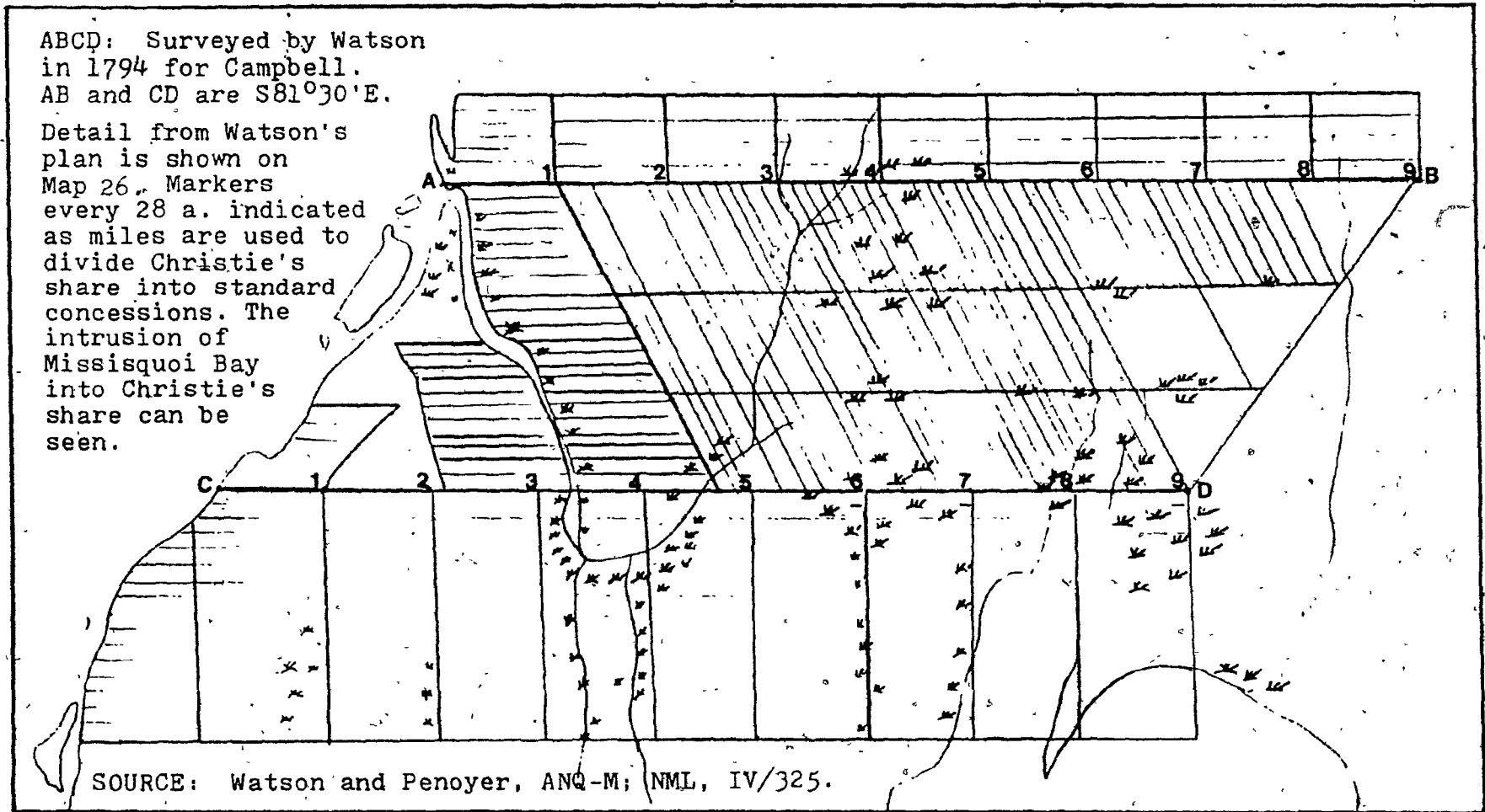
The early surveys of the Christie seigneuries generally conformed to the hypothetical plan of survey described in Figure 2. Lots were 112 Arpents in area except where topography intervened, and nine ranges of concession were either surveyed or planned. Map 27 illustrates these early surveys and the progress of land granting to 1815, based on the various sources discussed. As we will see, many of these early surveys were replaced. However, this does not mean that they did not serve their purpose. They established the boundaries of the seigneuries, provided information which the seigneur could use to formulate his policy regarding the areas to be kept as reserves and opened to settlement, and established a numbered terrier for the censive before land was granted. During Christie's administration the survey plan and land granting were clearly linked, since 86 out the 105 parcels he granted were in standard lot sizes.

## MAP 25

## A RECONSTRUCTION OF NOYAN'S ORIGINAL SURVEY PLAN

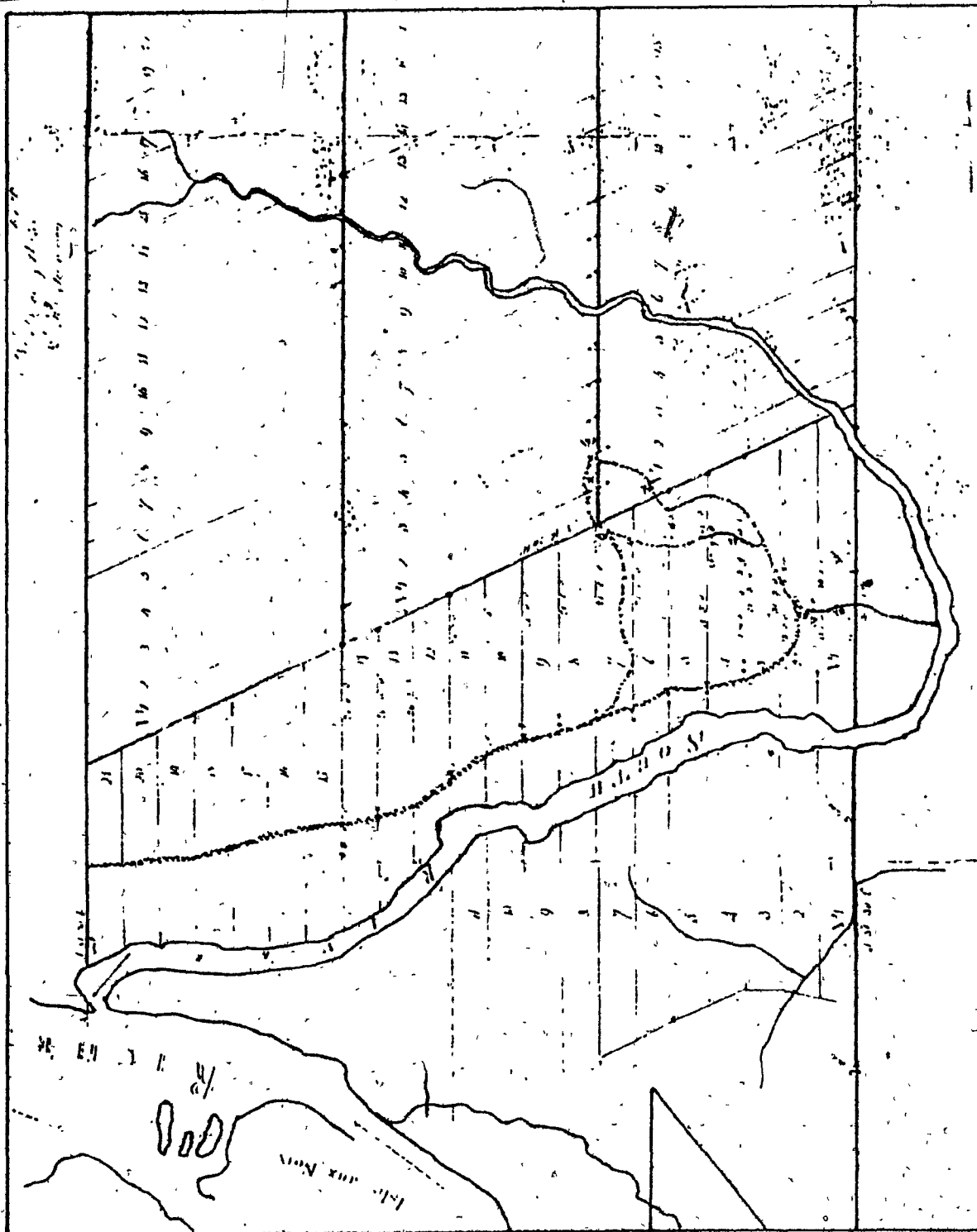
ABCD: Surveyed by Watson  
in 1794 for Campbell.  
AB and CD are  $S81^{\circ}30'E$ .

Detail from Watson's  
plan is shown on  
Map 26. Markers  
every 28 a. indicated  
as miles are used to  
divide Christie's  
share into standard  
concessions. The  
intrusion of  
Missisquoi Bay  
into Christie's  
share can be  
seen.



MAP 26

DETAIL FROM WATSON'S 1794 SURVEY OF NOYAN



SOURCE: NML VI/325.

MAP 27  
SURVEYS AND LAND GRANTS TO 1815

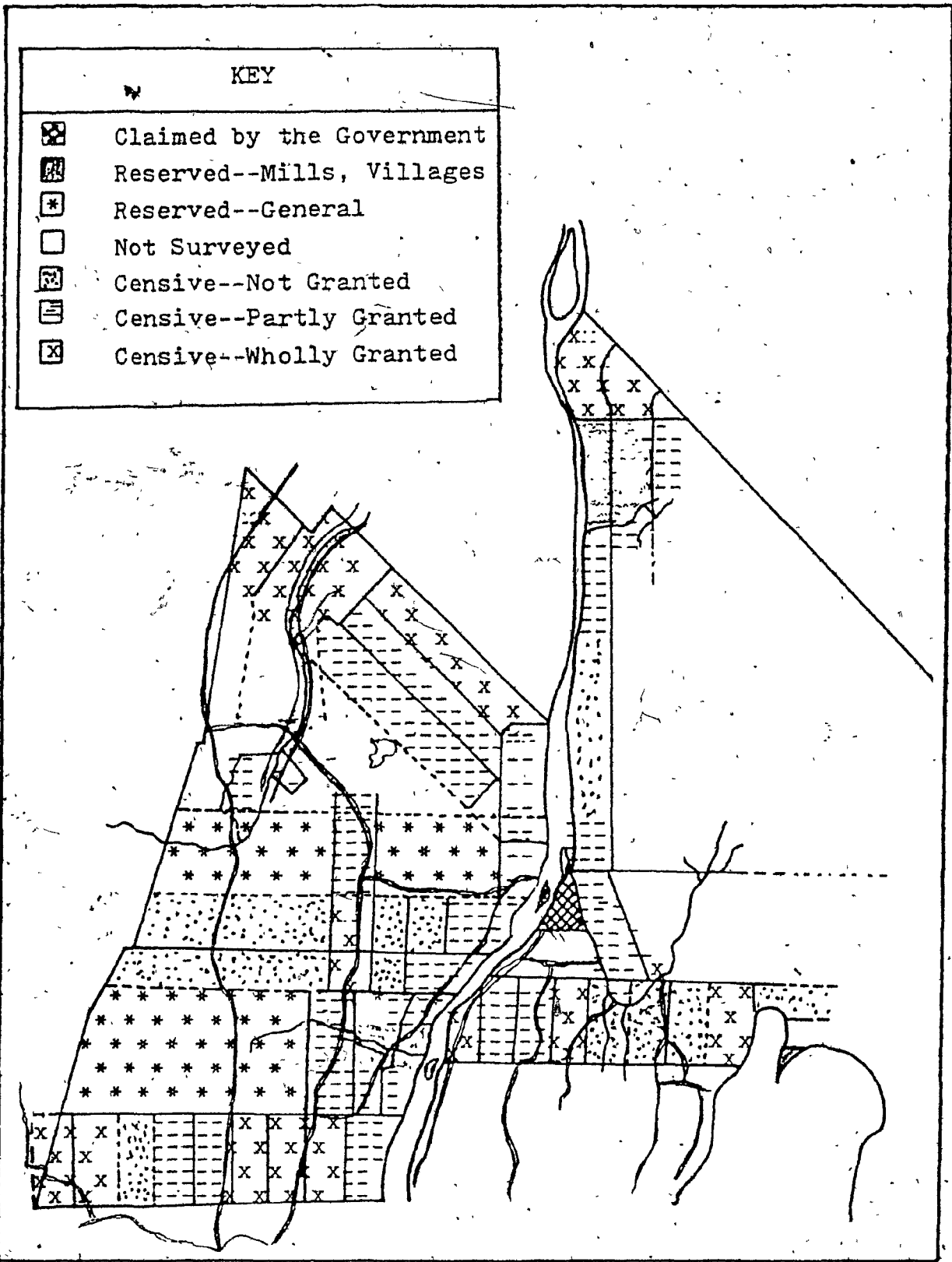
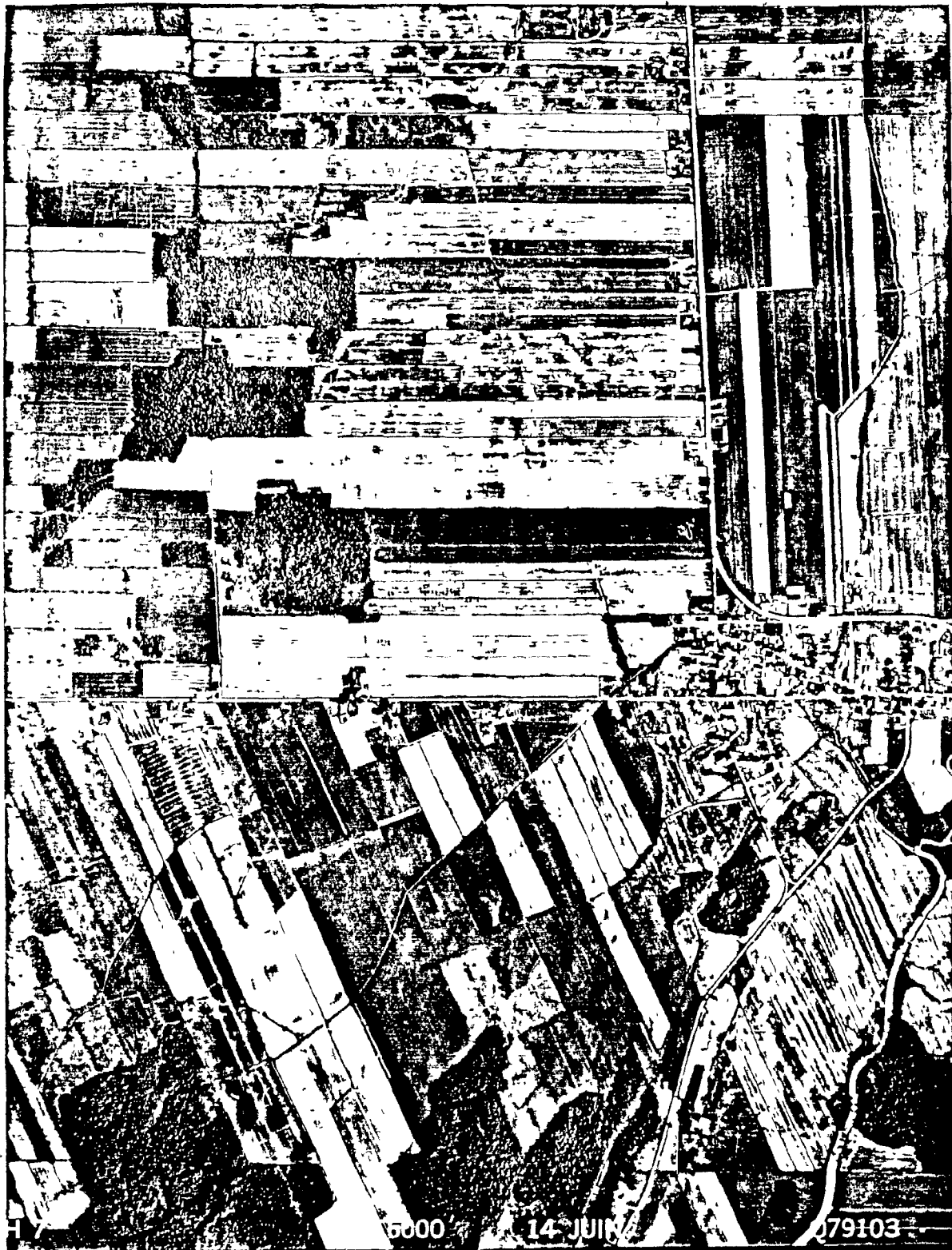


PHOTO 1

NOYAN: DIAGONAL SURVEY LINES AND HENRYVILLE



SOURCE: Québec, Ministère de l'Énergie et des Ressources,  
Service de la cartographie, 1983, Q79103-82, (Scale=1:15000).



### (ii) The New Surveys

For Edme Henry's administration (1815-1834), the deeds of concession are our main source of information on the survey of the seigneuries (p. 269). Since these title descriptions are often quite detailed, especially at the time of a new survey, the compilation of information from many deeds results in a fairly complete picture of the survey. As Map 20 shows, the principal surveyors under Henry's administration were Seth Warner, Stephen Westover, and Alexander Stephenson. From the names of the concessions we also know that Warner surveyed the 2nd concession in Sabrevois (203) and the 2nd new survey (214, 325). That Stephen Westover surveyed the 2nd and 3rd ranges of Bleury, Sabrevois and Noyan, called the 1st and 2nd concessions Westover (202, 205, part of 104, 105, 321), is evident from the name of the concessions, and from the lot numbering sequence. In 1820, Solomon Bingham surveyed the 4th and 5th concession and the gore in Bleury.<sup>35</sup> The survey of Bleury, Sabrevois and Noyan was therefore completed between 1817 and 1820, except for the gore behind Grande Ligne (213) surveyed by Warner in 1831. (See App. I, Table 87.)

The boundaries between these three seigneuries were not established by these surveys. From the southern part of Bleury to the northern section of Noyan, the concessions were surveyed as standard ranges of 28 arpents, some irregularities in depth arising due to the running of the lines. In the central part of Noyan, the new surveys were oriented around the desired road pattern. Allowances for roads were left between Henryville and Pike River, through Mandigo's Tavern (Saint-Sébastien), and south of

the 9th concession. A second allowance ran diagonally towards the townships (Map 28), but the road was never built. From Mandigo's a road allowance led to Carleton's then to Wheeler's Tavern on Missisquoi Bay, with a branch to the top of the Bay on the West side. These road allowances form the boundaries of the 4th (327) and the 8th (331) concessions new survey. This road pattern joined the local taverns, a necessity for the convenience of travellers, and followed the heights of land to avoid the marshes. Map 28 shows this early network of roads. In Delery, it was Burtonville Road and Jobson Road which oriented the lines of the new surveys. These were used as base lines for several ranges of of concession, as can be seen from both their names, and from their orientation (See Map 17, 18). What seems to characterize the new surveys, therefore, was the reorientation of survey lines according to settlement and roads, especially in areas of poor drainage, where they replaced the early surveys.

In a somewhat different way, the survey of Grande Ligne in Bleury also illustrates the priority given to roads. One of the most distinctive features of the new surveys, the Grande Ligne extended from the rear of the second concession in Bleury to the rear of Sabrevois:

La ligne diagonale de la seconde Division de la Seigneurie de Bleury, servant de front a un rang double coupant obliquement celle de Bleury sur le rhumb-de-vent sud 50° vers l'Est.<sup>36</sup>

Surveyed as a double range, this was in fact a colonisation road, similar to those surveyed in Ontario townships in this period. The purpose of a colonisation road was to direct the line of settlement in a linear fashion, through to another area with the

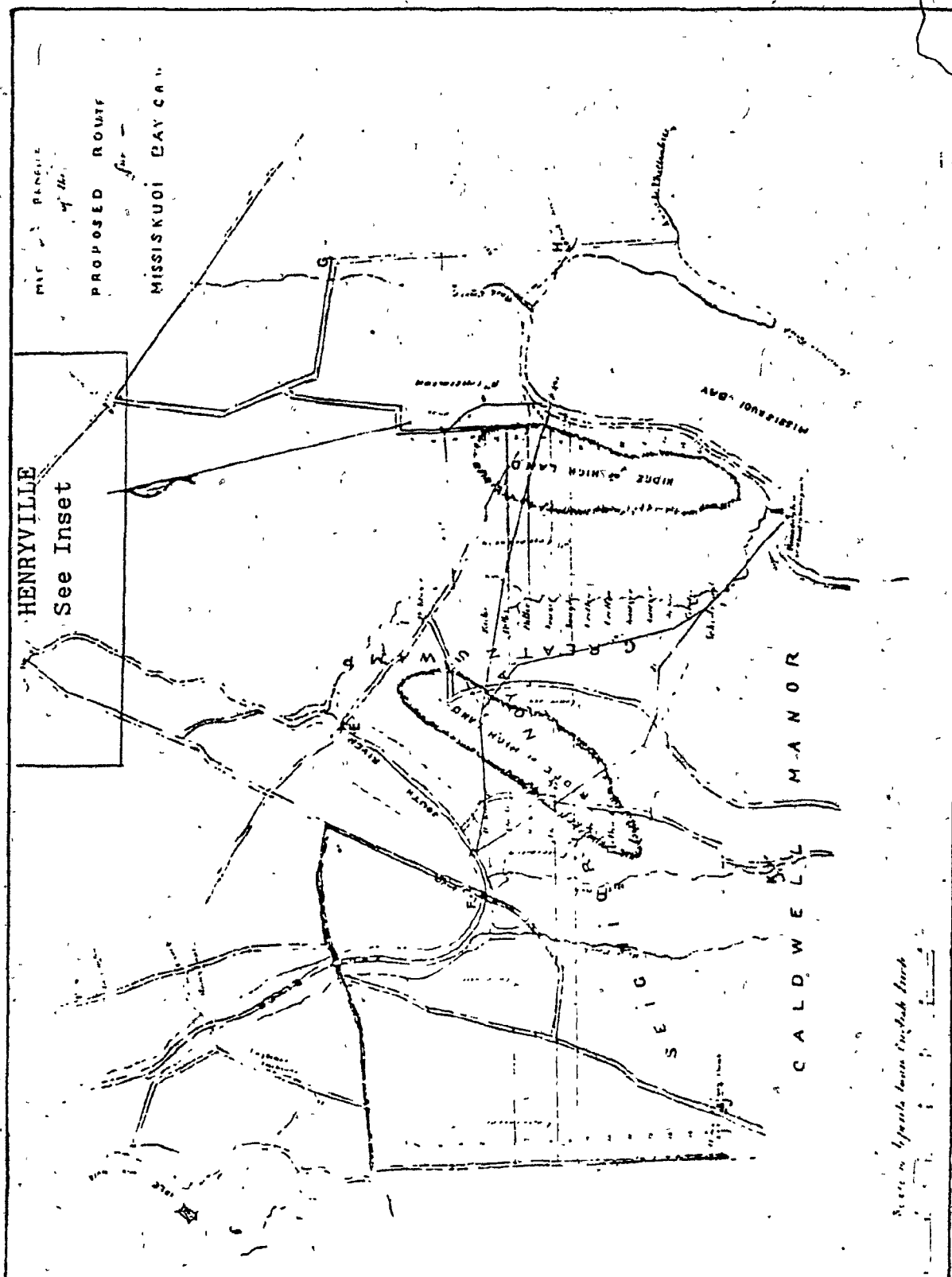
idea of opening it to settlement. In the case of Henry's Grande Ligne, the area which thereby gained access to the Richelieu Valley transportation system, was the township of Stanbridge and the rear of Sabrevois and Noyan. The owners of sawmills on River La Barbotte in Bleury, in the 5th Concession Sabrevois (207) and at Pike River--all on or near this road--also benefitted. (See also Map 41.) Not only was access to their mills greatly improved, but the orientation of Grande Ligne left the interior of Sabrevois, an area of good timber, largely untouched by settlement. The merchants who acted as agents for Eastern Townships lumber would also have benefitted.<sup>37</sup> We do not know, of course, if this was in fact the policy behind Henry's decision, but we can assume that these or similar reasons motivated him. Not only did he treat the timber merchants of Noyan and Sabrevois generously in his land grants, he was himself the owner of a mill on Pike River (when it was still in Stanbridge), and he promoted the development of milling in the seigneuries by leasing out several new mill sites. (See Chapter 5.)

In the interior of Lacolle, on the 'Domain', our deeds of concession data is very scanty, so that our information on the surveys is also minimal. Forested marshes were an impediment to settlement and the survey plan which eventually emerged is irregular (Map 19). An earlier plan of the interior of Lacolle found in the parish archives, however, indicates that this area also began, in a figurative plan at least, with standard concessions in 9 ranges. (See App. III, Note 2.) Settlement,

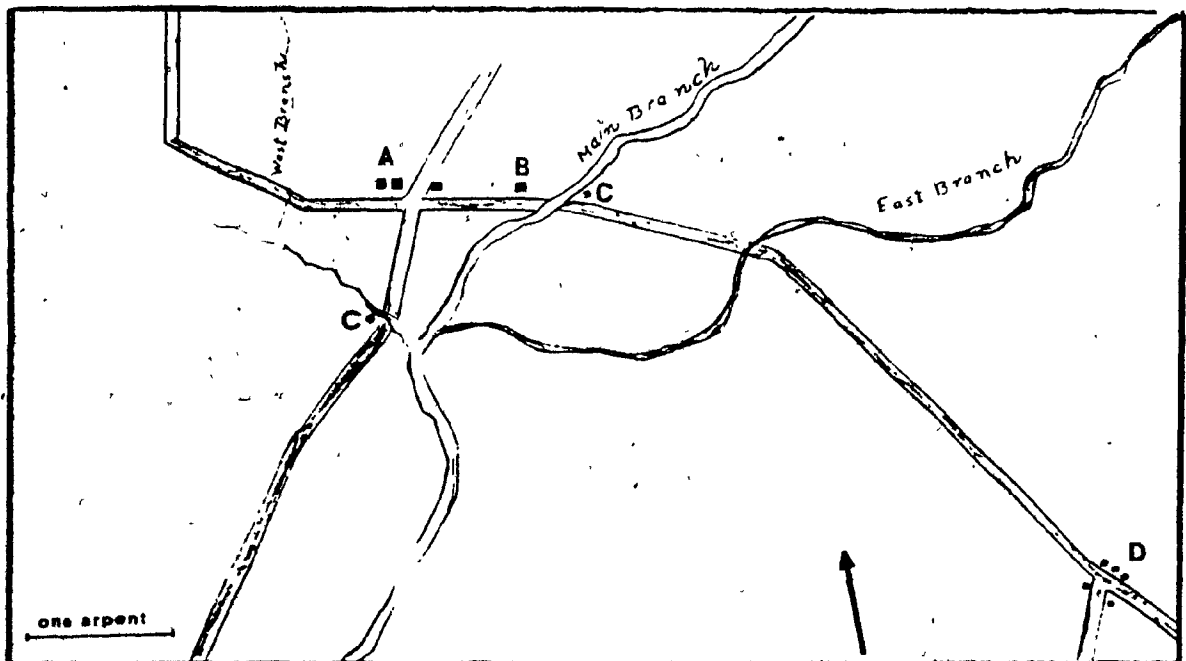
however, was determined by the heights of land which led to a resurvey along the side roads (montée). These must also have been surveyed during Henry's administration or we would have found some record of these surveys in the McGinnis papers. Unless these land grant records can be discovered intact, our evidence must remain circumstantial.

It is clear from the extent and location of the new surveys that the policy of reserves, to the extent and in the way that Christie had practiced it, was abandoned. The new surveys turned the reserves made during the Watson surveys into censive, except for the village and mill domains. When we examine Henry's land granting practices (p. 396-7), we find that the reserves were not abandoned completely, but that these lands became available to settlers in return for a bonus payment to the agent. This type of 'reserve' left no trace in the survey system. Thus the surveys, during Henry's administration, were extended to cover the entire seigneurial area, leaving only marginal lands and gores unsurveyed. The emphasis of Henry's land policy, as demonstrated by his surveys, was on the development of a road network in the seigneuries, the infrastructure required for economic development, in this case, the forest industries. (See Chapter 5.) By surveying individual concessions rather than blocks of concession, his surveys could respond more easily to local conditions. But the standard lot and therefore nine ranges of concessions continued to be used where topography permitted, such as in Sabrevois. By 1835, the cadastral plan of the seigneuries was much the same as it would be in 1854 (Map 29).

NOYAN CANAL ROUTE PLAN SHOWING TOPOGRAPHY AND ROADS



(continued)










KEY OF POINTS INDICATED ON THE PLAN

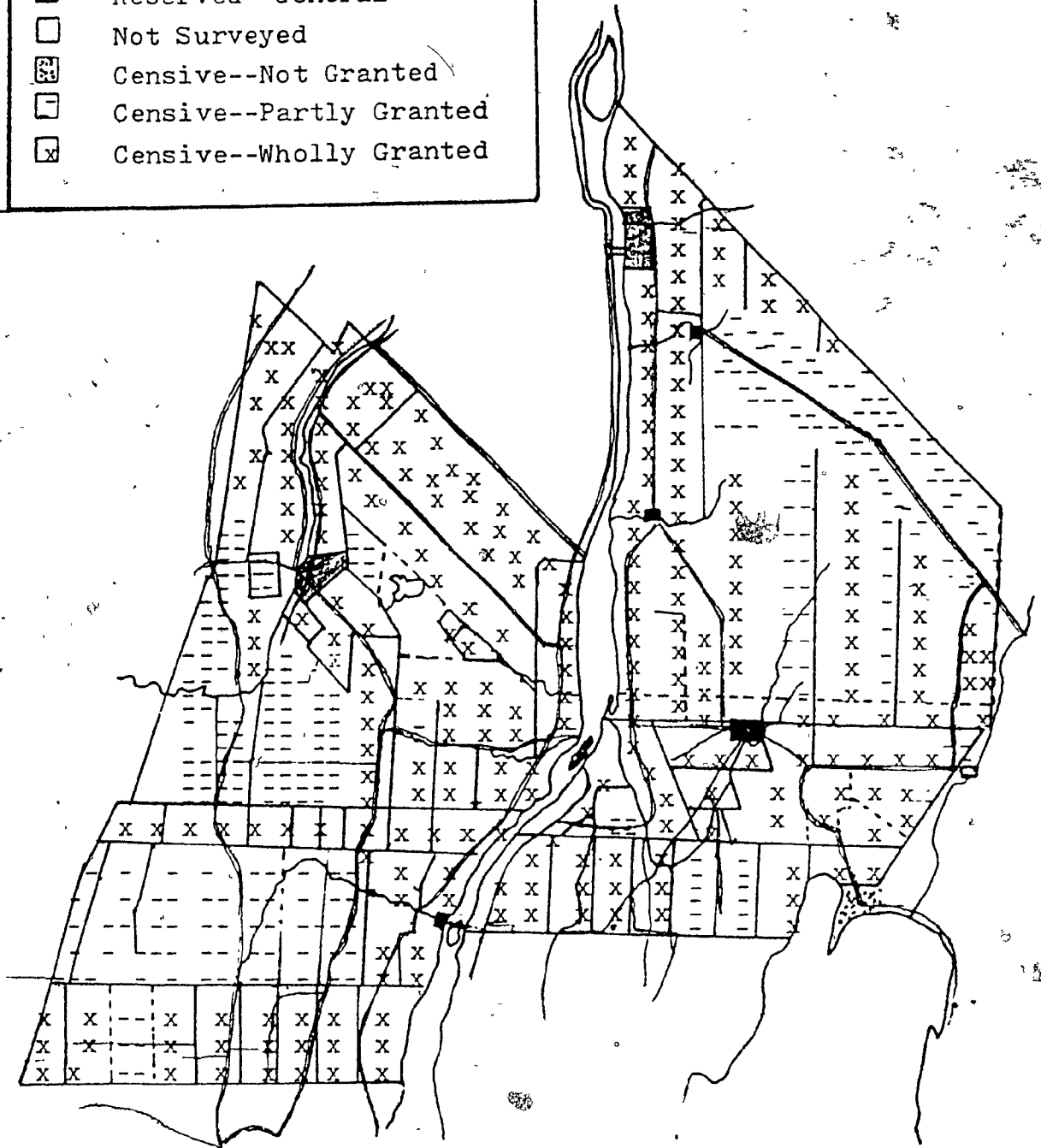
- A Henryville
- B Adams Tavern
- C Sawmill
- D Mandigo's Tavern
- E Bridge
- F Jenny's Bridge
- G Carltons
- H Wheeler's Tavern
- I Clarenceville
- J St. George's Church
- K Taylor's Mill

SOURCE: "Map and Profiles of the Proposed Route for Missiskoui Bay Canal," H2/310 - Missiskoui Bay Canal - 1850, Scale: 10 Arpents = 1 English Inch, NML.

NOTE: The plan is not dated, 1850 being assigned tentatively by the NML. It bears the stamp 628 from the Department of Public Works. A date around 1820 seems more likely given the undeveloped state of Henryville, and the near absence of bridges. It cannot be earlier, since St. George's Church in Clarenceville is shown. This could be the plan referred to by W.F. Christie in a letter to McGinnis (July 31, 1844, AP.6.52, 504, ANQ-Q) which was loaned to him by Col. Cathcart, to help him plan a route. If so it could also not be later than 1844.

NEW SURVEYS AND LAND GRANTS TO 1835

KEY	
	Claimed by the Government
	Reserved--Mills, Villages
	Reserved--General
	Not Surveyed
	Censive--Not Granted
	Censive--Partly Granted
	Censive--Wholly Granted



#### iv) The Finishing Touches

During W.P. Christie's administration (1835-1845) few surveys were to open new areas to settlement. The emphasis was on the verification of existing lines, resolving long ignored boundary questions, and establishing the boundaries of the seigneuries. The survey of marginal lands was also important. In some parts of the censive surveys were conducted to measure the portion of land which had become so flooded as to be useless. Poor drainage had always been a problem, but the construction of the Chambly Canal, completed in 1843, had changed the water level of the Richelieu River and made the situation even worse:

The greatest part of the front of this Seignury is so low, that several arpents in depth along nearly the whole front of this seignury serves to void the waters of Lake Champlain during the months of May, June and part of July and the water is several feet in depth, so much so in fact, that canoes and other craft can float.<sup>38</sup>


Since one of the areas affected, Lacolle, was still without a definite rear boundary, the seigneur sought a legal opinion as to whether or not compensation for this low-lying area might be possible. But the legal opinion W.P. Christie received was that the government was under no obligation to allow an equivalent amount of land, since this was diminution in estate from natural causes and there was no principle in law of a gratuitous grantor having to make such a compensation.<sup>39</sup> In 1844, D. Livingston, as surveyor for the government, received instructions to carry out the survey of the Lacolle-Hemmingford boundary in cooperation with W.P. Christie. A. H. Vaughan was chosen to act for the seigneur. The survey would determine the sinuosity of the

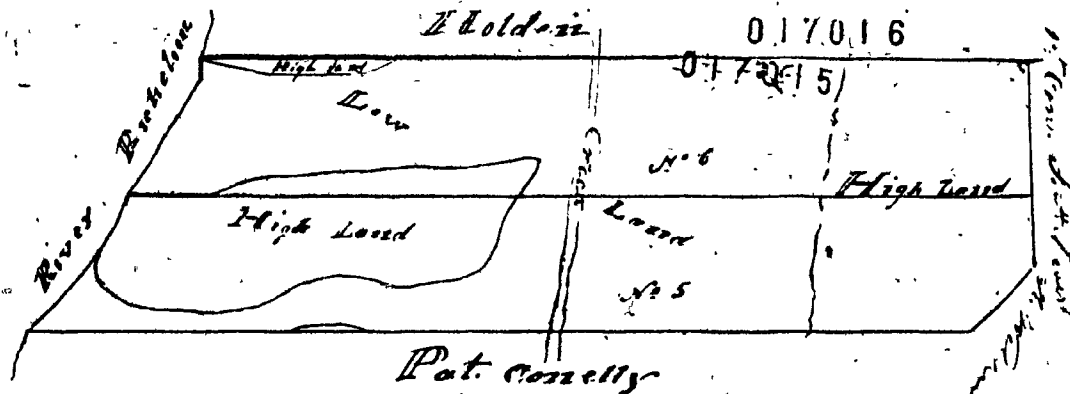


Richelieu, to establish by how much, in area, Hemmingford encroached upon Lacolle, so that the present border could remain, and compensation with ungranted crown land be given instead. The government's preference in this case was to keep the township boundary over the seigneurial one. Vaughan's instructions were to cooperate with Livingston and establish the high water mark at the line of division between Lacolle and Delery.<sup>40</sup> In their procès verbal of January 30th 1846, they found that the title area of Lacolle, 46,872 A., was short by 2,610 A. because of the sinuosity of the River, and by 190 A. because of an error in the length of the southern boundary: a total of 2,800 A.<sup>41</sup> The boundary was readjusted accordingly.

Despite the lack of compensation, W.P. Christie decided to deduct flooded areas from the land area used to calculate the cens et rentes paid. A series of surveys were conducted which determined the area of high land and the area flooded and useless in many of the low-lying areas of the seigneuries, particularly in Noyan and Lacolle. The censitaire agreed, in some cases, to start paying rents again if the water level was lowered or land then inundated became available. The surveys were conducted at the request of the censitaires by A.H. Vaughan, Hiram Corey, and Thomas Horan in Noyan and by Vaughan, Duncan MacCallum and Joseph Whitman in Lacolle.<sup>42</sup> A series of these survey warrants are to be found in the seigneurial papers. All the areas of very bad flooding in Noyan are represented: the 1st concessions along the Richelieu (333, 302), the concessions along South River (317, 319, 318), and the concessions along Mud Creek, especially the 7th and the 6th on Christie Manor (308, 309) and the 9th old

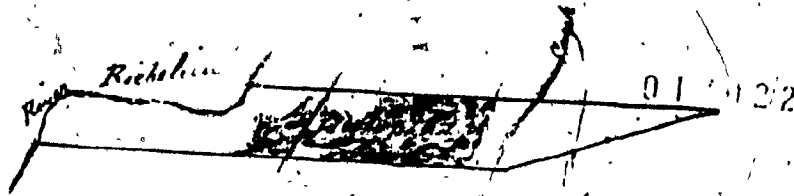
survey (311). These concessions correspond to the areas shown as marsh on Watson's survey plan of 1794, in Penoyer's Field Book for Christie Manor, and on the "Map and Profiles" plan.<sup>43</sup> (See Map 26, 28.) In Lacolle, the area most affected was in the 1st Concession South of the Domain (502). An overview of the survey reports reveals that quite often as much as half the title area of a lot was flooded. Savage Point, the area North of South River in the 5th and 6th concessions of Christie Manor (307, 308), was surveyed by Vaughan in 1837 to consist of only 55.9 A. Closer to the mouth of the South River, lots of 112 A. contained only about 75 A. of good land. Near Mud Creek in the 5th concession, only 23.8 out of 112 Arpents was usable in Lot 6. The 7th concession was described as "a light marsh destitute of timber." Citing two survey warrants as examples, we can see that for agriculture, the problem of low-lying land was also one of its location within the lot, which did not always leave rational parcels of land for exploitation. Surveying lots 5 and 6 in the 1st River Richelieu in July of 1840, A.H. Vaughan found that Thomas Gunn's land included 128 A. of flooded land and only 87 A. of high land out of a total of 215 A. This was "a piece of land situate on the rear end of the aforesaid Lots, containing eight arpents in breadth by about five arpents six perches in mean depth, and containing forty four arpents eighty perches in superficies." There was also a piece of land in the front of the lots, of "very irregular figure as may be seen by reference to the annexed plan" which contained 42.2 Arpents.<sup>44</sup> The plan he refers to is reproduced in Figure 5.


**FIGURE 5**  
**SKETCH OF LOTS 4 AND 5, 1ST R.R., NOYAN**



Thomas Wilson's lot on the Richelieu, Lot 4 in the 1st (302), was cut by two creeks which flooded in the spring as well as the Richelieu, "caused by the River water setting up against the current of the creeks". Between the big creek and the river, there was about 43 A. of high land. In the rear of the little creek a small parcel of 2 A. of land was high, making a total of 45 A. as shown in his plan below (Figure 6). Vaughan

FIGURE 6  
SKETCH OF LOT 4, 1ST R.R., NOYAN



also noted however, that part of the low land in this particular lot was valuable for its wood, and that some of it could be used for low-land meadows or in some seasons, for cultivation.<sup>45</sup> Since the lots were oriented at right angles to the drainage network in most parts of the seigneurie, holding two or more lots was the most obvious solution for the farmers involved.

Of the survey warrants examined, only one indicated the flooded land was relinquished to the seigneur. In the Cadastre abrégé the areas of land shown were less than 112 A. for only a few of the lots in these concessions. However, William McGinnis owned a small part of several lots in the 7th and 8th concessions, making altogether, a fair proportion of the land along the course of Blood Creek which ran through the 7th concession to drain in Missisquoi Bay. (See Map 28, where this creek is unnamed.) This land, which was evidently removed from the original lots granted as 112 A. areas, may have been allotted to McGinnis for the purpose of having it appear on the Cadastre abrégé and be eligible for compensation. The waiving of rents on flooded lands therefore appears to have been more of a temporary remission than a reunion of the land to the domain,

but was apparently well-established in practice. The survey of the Pike River mill seats, for example, distinguished between flooded lands and the mill seat area which was subject to rent. (See Map 44.)

To complete the survey of the censive and reserves after 1835 many small surveys were required. The surveyor who carried out most of this work was Hiram Corey. The varied nature and extent of his work can be seen from his account with W.P. Christie, shown in Table 40. The only concession left to survey was the East Concession of Noyan, created by the decision on the Noyan-Stanbridge boundary. Lakefield, created through W.P. Christie's drainage project (Ch. 5), also added unsurveyed land to the seigneurie, but this area was reserved for the seigneur, not part of the censive. The surveys can be divided into three categories: gores and survey adjustments, boundaries, and reserves. A gore resulted when two concessions or a concession and an external boundary did not meet exactly. The triangular section of Delery was a gore in the meeting of seigneurial boundaries. Gores in the seigneuries occurred where the regular concessions met the diagonal ones. In 1845, Corey surveyed the gore behind Grande Ligne in Sabrevois. The only major area with survey adjustments in the seigneuries was in the rear of the 1st NW Petite Rivière de Montréal (403) where the lots followed the surveyed baseline of Ruisseau des Noyers, leaving an unmeasured area between that concession and the river. By convention, this area was probably occupied by the person holding the land next to it. Under W.P. Christie, these areas were surveyed and

granted to the censitaire in question. A similar situation existed in the gore between the boundary of Noyan and Foucault and the surveyed boundary of Lot 15 in Christie Manor, established at 4 arpents depth. In 1846, Vaughan was asked to survey this gore which left about one arpent between Lot 15 and the boundary, which was held by the adjacent proprietor except in the 4th and 5th concessions (305, 307). Vaughan measured the width of lot 15 and the length in the the first 5 concessions, but not for the last 3 "on account [of] the time it would probably take to open the line through the wood."<sup>46</sup> He found that due to an irregularity in a previous survey, the boundary line was not straight and lot 15 was of varying dimensions. Establishing the boundaries of each seigneurie was an important part of W.P. Christie's administration because of his intentions regarding the succession of his estate (p. 566). Unlike the previous administration, which had treated the area east of the Richelieu as one unit, he was interested in having each seigneurie administered separately, with its own rent book and terrier. Where the lots were parallel to the boundary, there was little difficulty, but where the diagonal lots of Grande Ligne crossed the Bleury-Sabrevois border, they fell partly in each seigneurie. Hiram Corey measured the boundary and drew a plan showing the area in each.<sup>47</sup> As his account shows, he also measured 84 new lots in Christieville between 1835 and 1839, and 22 lots in St. John's.

TABLE 40

## Account of W.P. Christie with Hiram Corey, Surveyor

Wm Plenderleath Christie Esq Dr to Hiram Corey		
1835	June to Surveying & bounding 20 lots in Christieville	5.00.0
	to Bounding 8 lots at 7/6	3.00.0
	to Bounding 1 lot at 10/	0.10.0
July	to Bounding 20 lots at 7/6	7.10.0
	to Bounding 6 lots at 5/	1.10.0
Oct	to Surveying in East Concession Noyan Moses Spears lots	3.15.0
	Luke lot	1.17.6
	Boomhorns lot	1.15.0
	Tilly Blakley lot	1.15.0
	Zacus Blakley lot	1.10.0
	Phelps Smiths lot	3.00.0
	No. 9 East Concession	1.10.0
Nov	to Surveying 11 lots in Christieville at 7/6	4.02.6
	1 lot at 10/	0.10.0
	22 lots S W St. Johns in B Longueuil	11.00.0
1836	March to one day tracing Westover line Noyan	1.00.0
	to two days surveying in Delery	2.00.0
April	to measuring & surveying two lots in Noyan	2.05.0
	to surveying one lot East concession Noyan	0.17.6
July	to Bounding 21 lots in Napierville at 7/6	7.17.6
	3 lots in Napierville at 5/	0.15.0
August	to Cash paid borrowed money //170.00	42.10.0
Dec	to surveying 12 lots East concession Noyan at 7/6	10.10.0
1839	to surveying 15 lots in Christieville at 7/6	5.12.6
	to surveying 2 lots in Christieville	0.15.0
1840	to one day tracing North line of 42 in 4 R Sabrevois	1.00.0
Augt	to measuring a number of lots in NW angle Delery three days	3.00.0
	Paid 2 assistants 10/6----2 days	0.10.6
	surveyed about the Little Lake Delery	2.00.0
1841	July to 2 days worked at Little Lake	2.00.0
Sept	measured gore south of No 14 in 3d C Bleurie	0.17.6
Sept	15th 16th 17th & 18th to four days running lines at Little Lake	4.00.0
	Cash paid assistants 20/	1.00.0
Sept	21st 22d 23d & 24th to 4 days tracing West line of Delery and other work	3.00.0
Oct	13th 14th 15th to 2 1/2 days running lines at lake and 2 1/2 days of John [Lambuger?]	3.15.0

1842	May 12th 14th 16th 17th & 18th to five days surveying at Lakefield Delery	5.00.0
	June 10th & 11th measured some lots south of Douglass in Delery 2 days	2.00.0
	June to 2 days of Alexandre McGinnis to measuring some lots in rear of No. 9 in Delery Procès verbaux etc	0.10.0
	to one day measuring lots S of Douglass	3.00.0
1843	Febry 14th & 15th Run a line at Lake	1.00.0
	May 26th measured some lots in [Rear?] Concession Delery	1.10.0
		2.00.0
1844	to half for Establishing line between Sabrevois & Stanbridge	18.15.0
1845	January to two days measuring gore lots on Grand line Rear Sabrevois	2.00.0
		<hr/>
		148.05.6
1835	July 1st Cash	0.10.0
	---- Blakley	1. 0.0
	Oct Spears	15.0
	Nov Cash	3.10.0
	Dec Cash	3. 5.0
1836	Aug Cash	2.10.0
	Nov 22 Cash	12.10.0
1839	Apr 23 Cash	12.10.0
	Phelps Smith	3.
1840	July	5. 0.0
1841	Mar 24	25. 0.0
	---	4.13.4
1843	June 16	12.10.0
	August 1	3. 0.0
	April 12	12.10.0
	50 procès verbal at 5/	12.10.0
	14 do at 7/6	5. 5.0
		<hr/>
		119.18.4
		<hr/>
		28. 7.2
	Cash £10 note----	10. 0.0
		<hr/>
		18. 7.2

Recd the balance this 28 Augt 1845 (sgn) Hiram Corey

SOURCE: PAC, MGB F99.2, 2, 4757.



The surveys of Christie's administration did not chart new territories or extend into the wilderness. They consisted of more tedious tidying-up operations necessary to finalize the seigneurial cadaster. Christie, who was not without political contacts and had sat as a member of the Special Council after the Rebellions, may even have been anticipating the commutation of seigneurial tenure. Certainly his seigneuries would not be caught unawares in 1854. When Henry Judah prepared the official cadaster of the seigneuries in 1857, reserves had virtually been eliminated in the Christie seigneuries. There were no lands left ungranted simply because they were marginal or had not yet been surveyed. (See Table 39.) Completing the survey of each seignury was a necessary step to achieving this result.

v) Conclusion

The survey of the Christie seigneuries was an ongoing process which continued through each new administration. Because surveys were conducted prior to land granting and controlled by the seigneur, they reflected his land policies. Through the rate and areas surveyed, he determined the land available for settlement and land granting. The settlers were forced to choose from the land available or risk the loss of their improvements. The censitaires' demands for land may have exerted pressure on the seigneur but only in as much as this corresponded with his own land policy. In the absence of more explicit documentation we have used the surveys themselves as evidence for that policy. We have seen that each administration had somewhat different priorities. Gabriel Christie fixed the boundaries of his

seigneuries as accurately as possible to protect his property rights from the encroachment of squatters and townships. Henry's administration concentrated on opening the interior of the seigneuries to development and extending the road network. W.P. Christie put the finishing touches on the survey. He decentralized the seigneuries into their component units, and the boundaries which had been blurred by Henry's practices were delineated. Despite these differences, however, the underlying principles established by Gabriel Christie remained: surveys preceded land grants; the unit of survey was the standard lot of 112 Arpents (in as much as local conditions permitted); and survey lots were numbered consecutively in each concession, the lot number being part of the survey description.

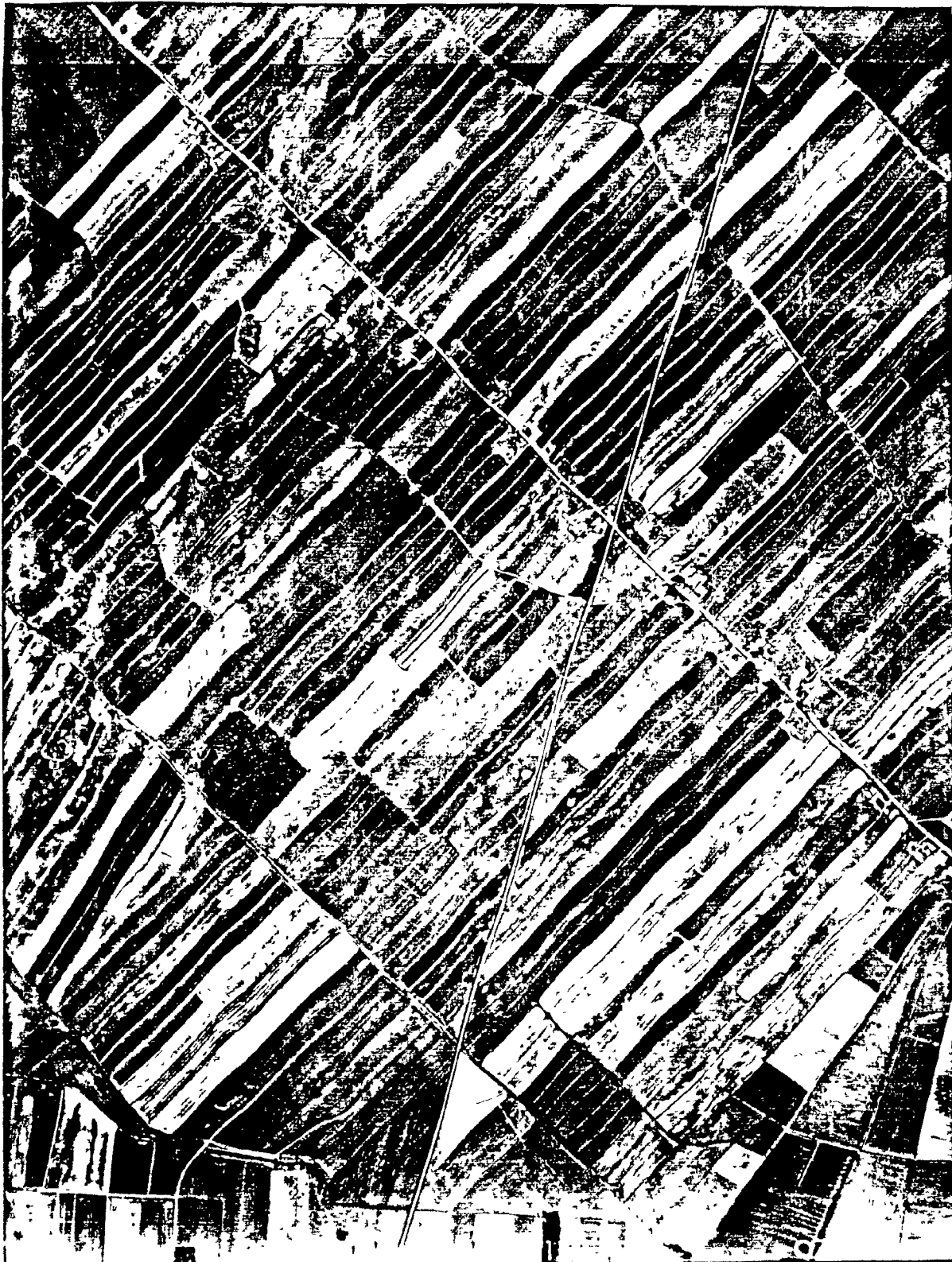
### 3. The Survey in the Landscape

The survey of the seigneuries, as we have seen, was an ongoing process, concentrated in the period between 1788 and 1845. The boundaries of the seigneuries, the cadaster, and the transportation network, evolved and fixed themselves into the landscape as the seigneuries were surveyed, granted, and settled. This was an interrelated process in which survey decisions influenced and interacted with the court's decisions on seigneurial boundaries; the seigneur's decisions on land grants; government's decisions regarding the boundaries of parishes, municipalities, and judicial districts; the Grand Voyer's decisions regarding the location of highways; and the farmers' decisions regarding their own farm. All of these responded to

local conditions, which included the physical geography of the area, and the seigneurial administration. In this total process, surveys were but one aspect of seigneurial land policy, but one which had a considerable influence on the evolution of the landscape, and the definition of the region. In this however, the survey was clearly working hand in hand with land granting policy (section II). The survey provided the unit upon which land grants were organized--the survey lot. But the land grant (deed of concession) created the original cadaster--the first division of the seigneurie along property lines. These would affect landscape, one more than the other, depending on settlement patterns. It was the fences, the ditches and the front roads built in conformity to the cadaster or the survey, which etched them into the landscape. Even as the cadaster evolved, however, it was the survey lot which continued to be the organizing basis of the subdivisions and consolidations of property, and thus, over time, it would tend to become visible in the landscape regardless of the original cadaster. This is especially true in terms of lot orientation and depth, the location of roads, and so on. In some of the finer details, such as the subdivision of a lot across its breadth, the original cadaster or subsequent property lines would be of greater importance. There were only 12 examples of this in our data base of deeds of concession, but several are visible in Photo 3 because they change the basic shape of the lot as a unit of organization. The consistent division of the survey lot into half-lots, along the depth, also becomes visible, as in the Ligne Diagonale concessions of Delery (Photo 2). This landscape

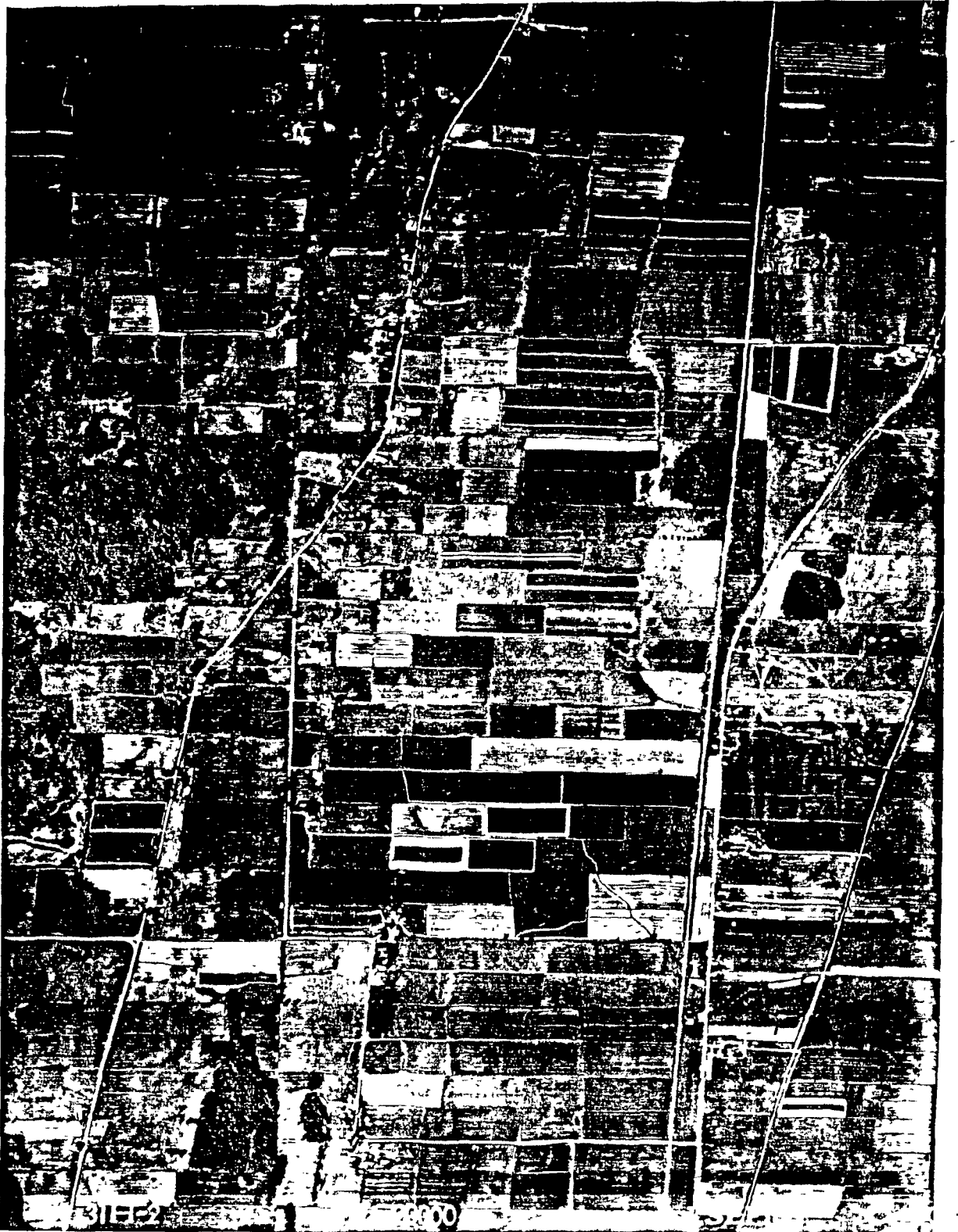
PHOTO 2

DELERY; GRANDE LIGNE LANDSCAPE



SOURCE: Québec, Ministère de l'Énergie et des Ressources,  
Service de la cartographie, 1983, Q79855-98, (Scale=1:20000).

LACOLLE: ODELLTOWN ROAD AND LACOLLE SOUTH LANDSCAPE



SOURCE: Québec, Ministère de l'Énergie et des Ressources, Service de la cartographie, 1983, Q79858-25 (Scale-1:20000).

is more similar to the pattern of long-lots common in the older seigneuries, and contrasts sharply with that of Lacolle South although they started from the same survey base, regular lots of 112 A. (p. 386). The effects of the survey on the landscape, therefore, were circumscribed by other factors.

The transportation network, unlike administrative boundaries, was a physical aspect of the human landscape. It tended to follow survey lines where topography was permissive, but to depart from them radically where topography--marshes and swamps--hindered communications. Since drainage of the study area began with settlement, the marshlands were far greater at that time than they are now. Soil maps provide an indication of their extent. The 1909 edition of topographic sheets issued by the government of Canada are also useful, because they show the road network much as it was in the 19th century and a drainage pattern still relatively unchanged by modern drainage techniques. (Rivers flow circuitously in meanders, and not in straight lines or at ninety-degree angles the way they do in the modern series). When this drainage system is taken into account, the road network in the study area takes on a greater rationale. In general the orientation of the transportation network paralleled the Richelieu, and major roads led directly to Longueuil and Laprairie, the transfer points for crossing to Montreal, or to St. John's, a transfer point on the Richelieu prior to the building of the Chambly canal, and one of the few points where the Richelieu could be crossed by bridge in 1827. Through most of Sabrevois and Bleury, the north-south

roads followed survey lines, as did the many cross roads which joined them. The roads conform the least to the lines of survey in Noyan, parts of Lacolle, and parts of Delery, where marshes were extensive. In several cases, the survey was reoriented to the roads, and several concessions form a block around a road. Delery, for example, has several concessions on Burtonville Road, and others on Jobson Road. On the other hand, there are a few notable exceptions of roads which conform to the survey, and deviate from the usual north-south and east-west rule. The example of Grande Ligne in Bleury stands out. As we have noted, this was a colonisation road, and as such it continues to form a visible exception to the general landscape. The same is also true of the Grande Ligne separating Longueuil and Delery, but its origins were in the line of division between the seigneuries, and not the road. With several ranges oriented along it, it figures less prominently in the landscape than does that of Bleury.

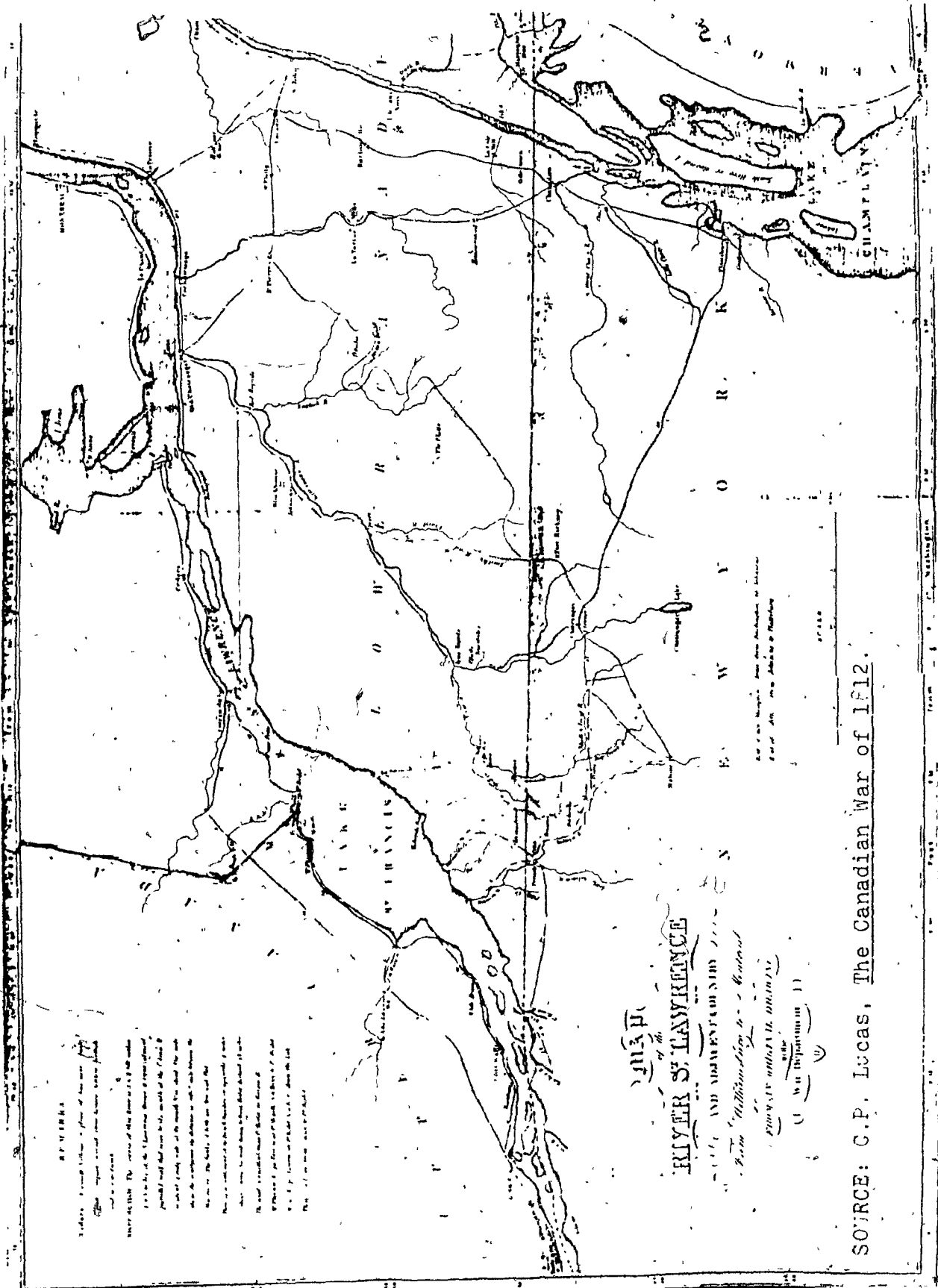
The series of maps which follow show the evolution of the Upper Richelieu Valley region as it is depicted in the cartography of the time period. The transportation network and the seigneurial boundaries figured prominently in the earlier maps, less so in the later. It is possible to see the evolution of the seigneurial boundaries as the number of surveys increased and defined them more precisely in space. The interior of the seigneuries also became more detailed, and articulated to the surrounding area by lines other than the seigneurial boundaries. The culmination of the series is shown in the 1898 'Eastern Townships' sheet surveyed by the Geological Corps from the 1840s

through to the 1860s.<sup>48</sup> They measured 17,000 miles of existing survey lines, roads and boundaries, and established many new méridiens. The compilation of this information appeared first in the Standard Atlas of 1875. The 1898 edition (republished by F.H. Denison as the "Central Part of the Province of Quebec (Montreal) Sheet" in a scale of 4 miles to the inch) incorporated corrections to the survey made from 1886 to 1894 in an effort to improve its topographical accuracy. Although not a topographic sheet per se, this was the first modern survey of the settled part of the province. Showing as it does seigneurial as well as other administrative boundaries, this map is invaluable because it demonstrates in the contemporary context, the interrelationship between the seigneurial surveys (concession boundaries are shown) and the articulation of the region in terms of administrative boundaries and the transportation network. It is also demonstrates how the settled landscape can only be measured and mapped accurately as a result of the myriad of survey lines in the landscape--lines which are not invisible but can be seen and measured--such as roads and boundaries. The surveys of the censive into agricultural settlement lots, obviously figured prominently in producing survey lines which were permanent. This map and its technique of mapping also sheds further light on the principles underlying Gabriel Christie's plan of survey. By placing survey lines at regular intervals across his seigneuries he was charting a path through wilderness--creating points of reference--and situating his seigneuries in relationship to known and settled space. The survey in this sense was a



bridge between the known and the unknown, and was an important first step in the settlement process. In the absence of such links, the traditional settlement pattern in the seigneuries was one of continuous settlement. The survey of the seigneuries did not obviate this type of settlement, but it facilitated isolated pioneer settlement, without allowing these to escape seigneurial control. The surveys linked the wilderness to the inhabited space. Settlement would complete the process and create an integrated landscape. Perhaps the best demonstration of this is the contrast to the survey landscape provided by the lines of the railroad which are shown in the later maps. These cut through the rivers, and across boundary lines with a will of their own. They are not integrated into the regional landscape, but stand out from it. This also underlines the fact that the landscape created in the Upper Richelieu Valley was, above all, an agricultural landscape, and not an industrial one. Looking at the following maps, the survey landscape of the Christie seigneuries stands out from both the adjacent seigneuries and the townships, but the transportation lines were integrated into the region as a whole, and the seigneurial boundaries, in this respect, are not visible. The seigneurial survey, although one important aspect of the overall development of the area remains, in the final analysis, primarily cadastral: it organized the distribution of land in the censive.

MAP 30  
THE UPPER RICHELIEU FROM AN 1812 WAR DEPARTMENT MAP

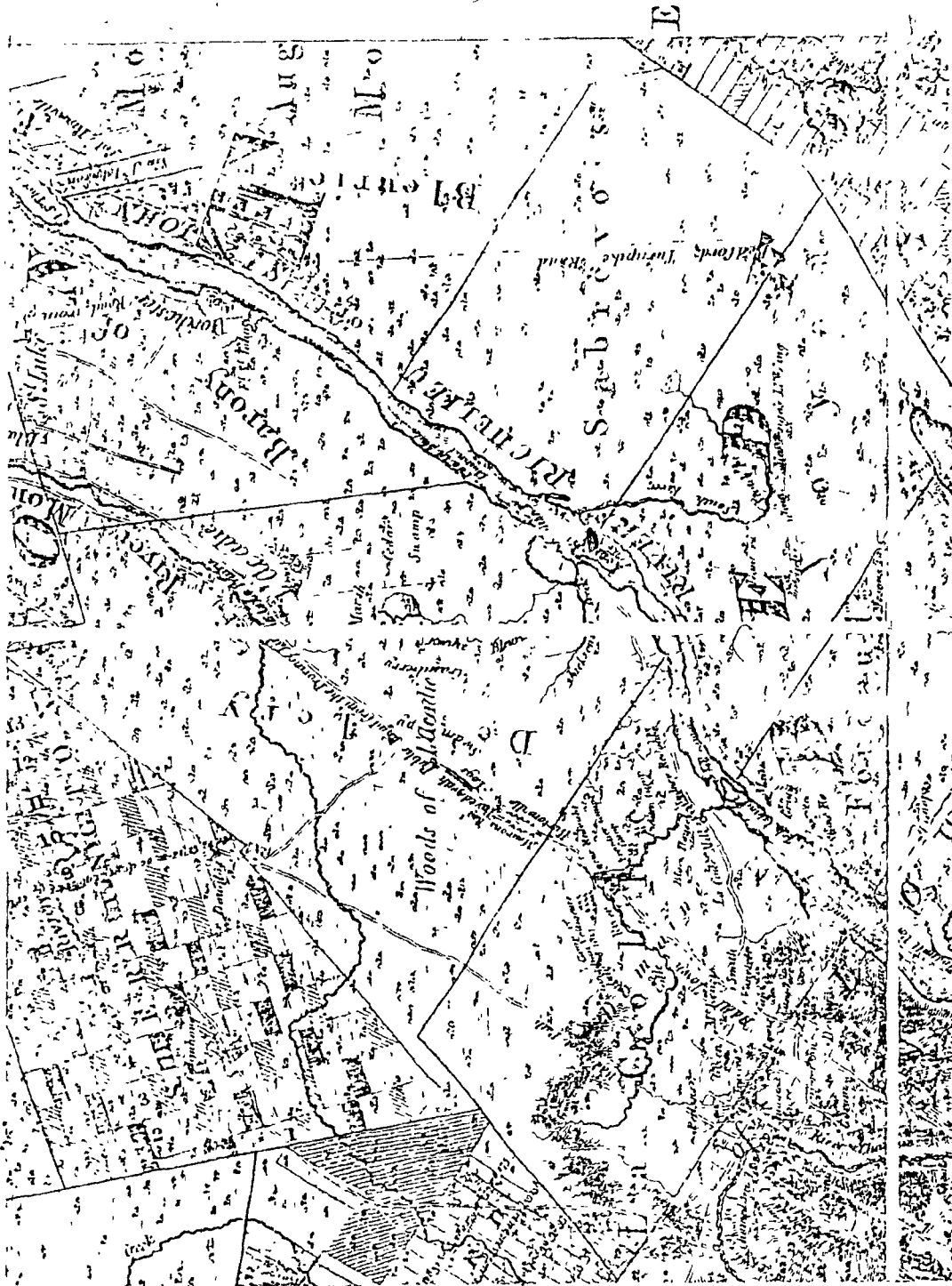


**NOTES**  
The notes on this map are taken from the original map of the River St. Lawrence, and are intended to show the positions of the British and American forces during the War of 1812. The notes are arranged in the order in which the events took place, and are intended to be read in conjunction with the map.

**MAP**  
**of the**  
**RIVER ST. LAWRENCE**  
**AND ADJACENT PARTS**  
*From "Holland's Map of the River St. Lawrence" BY GUYON, 1812*  
**BY GUYON, 1812**  
**(War Department 1)**

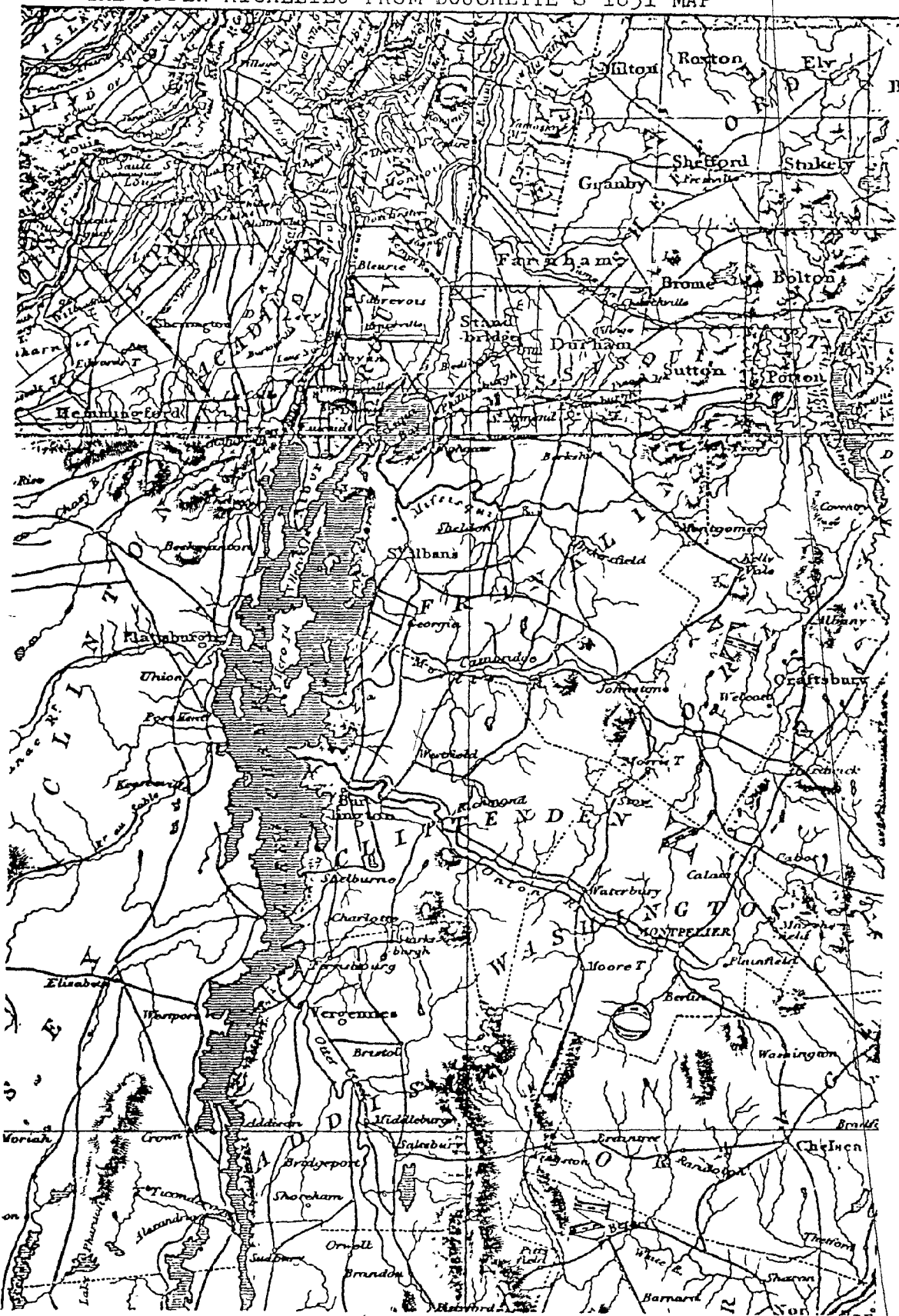
SOURCE: C.P. Lucas, The Canadian War of 1812.

THE UPPER RICHELIEU FROM BOUCHETTE'S 1815 MAP



SOURCE: Joseph Bouchette, "Map of the Province of Lower Canada," Faden, 1815.

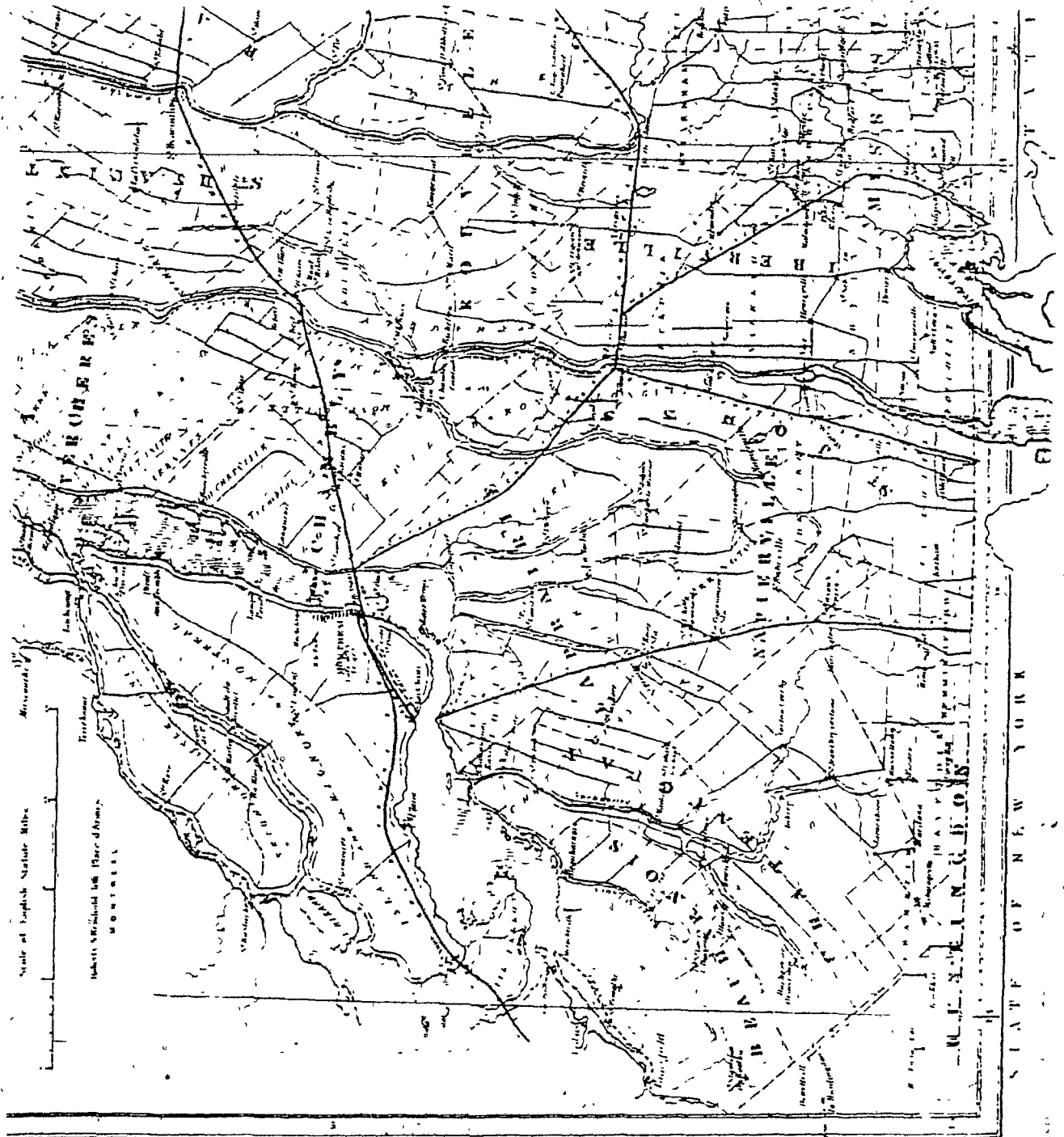
THE UPPER RICHELIEU FROM BOUCHETTE'S 1831 MAP



SOURCE: Joseph Bouchette, "Map of the Provinces of Lower and Upper Canada . . ." London: James Wyld, 1831.

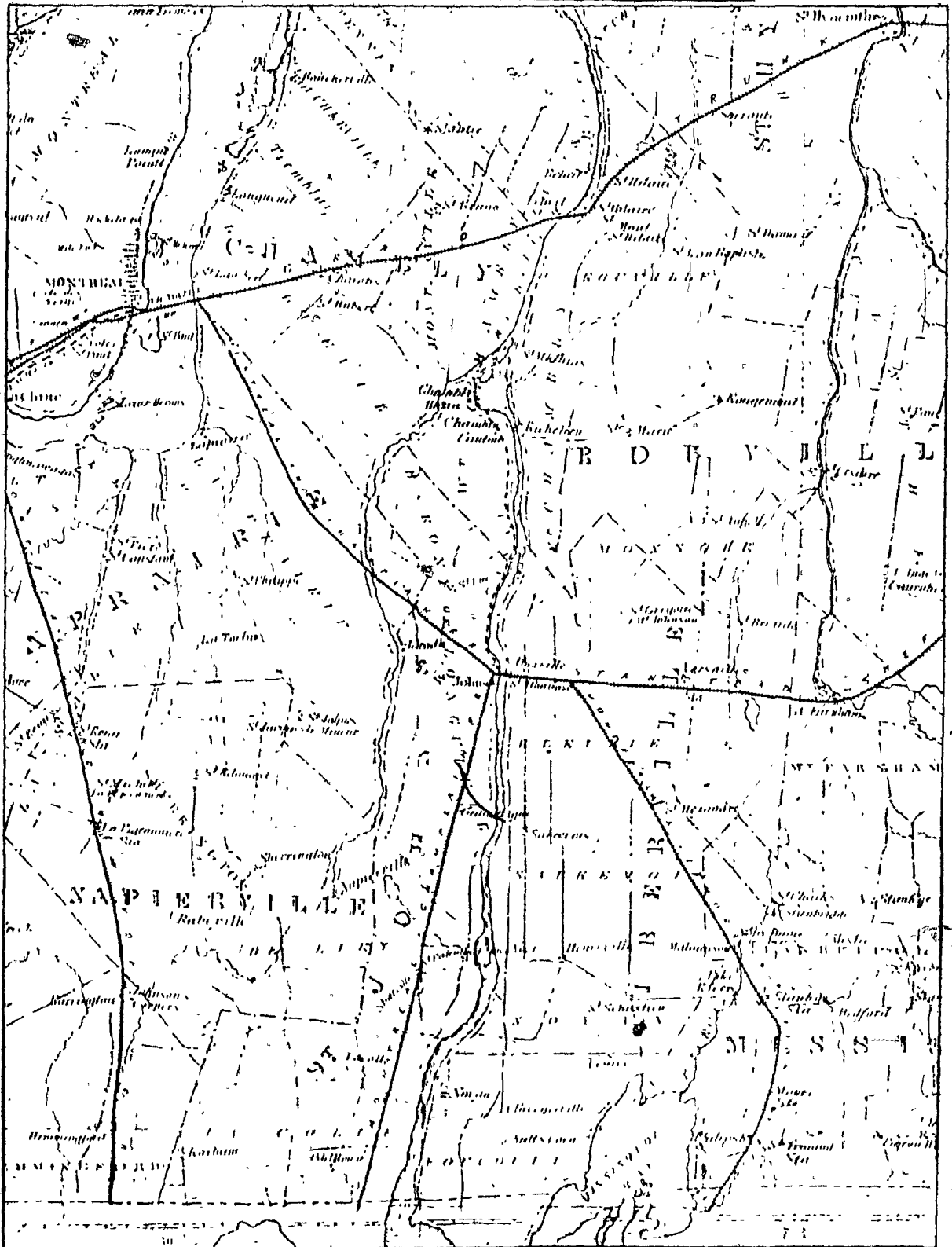


THE UPPER RICHELIEU FROM THE 1867 EASTERN TOWNSHIP GAZATEER



SOURCE: The Eastern Townships Gazateer and General Business Directory, St. John's, L.C., [1867]

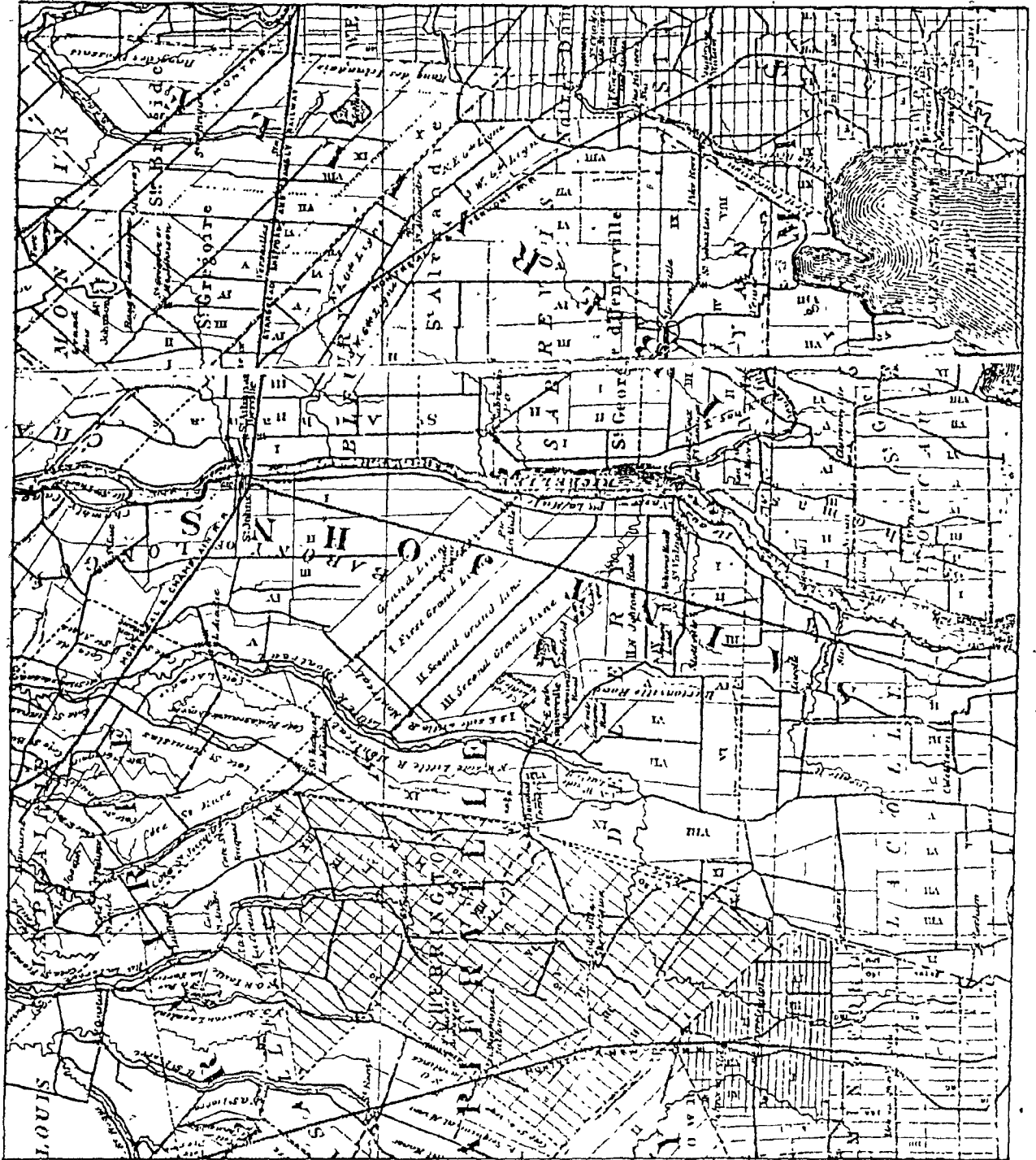
THE UPPER RICHELIEU FROM THE 1875 NEW STANDARD ATLAS



SOURCE: "Map of the Eastern Townships and Adjacent Portions of the Province of Quebec," from the survey of the Geological Corp., Alfred R.C. Selwyn, Director, sheet no. 6, in The New Standard Atlas of the Dominion of Canada, Montreal and Toronto, 1875.

MAP 36

THE UPPER RICHELIEU FROM THE 1898 EASTERN TOWNSHIP SHEET



SOURCE: "Central Part of the Province of Quebec, Montreal Sheet,"  
F.H. Denison, Lithographer; Montreal, 1898.



## II. LAND GRANTS

### 1. The Data Base

Our information about the land granting process comes primarily from the deeds of concession themselves. We have consulted all of the deeds of concession for the Christie seigneuries which could be located. For our data base we retained those which were the grant of farms (une terre). Village grants defined as such and areas of 10 Arpents or less were excluded. The 929 observations in our data base each correspond to one land parcel and together total 101,052 Arpents. Our data base therefore represents 47% of the area granted in farms in the Christie seigneuries, established at 215,127 Arpents in Table 39. To the best of our knowledge, the loss of one notary's archive is the major reason we have not been able to locate a greater proportion of the deeds.<sup>49</sup> The number of parcels described in our data base is not exactly equal to the number of deeds of concession signed but nearly so. A land "parcel", as the term was defined for the purpose of creating our data base and as it is used throughout, is a contiguous area of land in one concession, granted by one or more deeds of concession but by one seigneur and notary at the same place, on the same day, and under the same title conditions to one consitaire. The consitaire can be one person individually, a minor represented by his father or bondsman, two persons "jointly and severally", or an absent consitaire whose grant is accepted

by a second party. Grants to two persons separately, even when signed on one deed, were divided into two separate parcels since they were not granted to one censitaire. One deed referring to land in more than one concession was also divided into two or more parcels, each in its own concession. The number of observations we refer to from our data base (sometimes referred to as the number of land grants) is a count of the number of land parcels as described above and not of the number of deeds or censitaires. This was judged the most reliable way to obtain a unique set of observations since each parcel of land could, in theory, be granted only once. In practice some survey lots were granted more than once when retrocessions annulled a previous grant, or when the land was abandoned. The few parcels granted before the survey of the seigneuries also presented difficulties in that their location could not always be identified. The problem was most noticeable in the 1st concessions of Lacolle. Also, some of the lots in the 1st and 2nd concessions South of the Domain (502, 504) were granted as double lots in length (4 arpents by 56), and 2nd concession subsequently regranted. As a general rule, we kept only the last grant of a parcel because this was the title which would remain in effect for that land parcel, and the earlier grants did not represent permanent settlement. The effect of this organization of the data by parcel rather than by deeds was to impose a consistency in the rules defining one observation on practices which varied over time.

The major drawback of using the land parcel to organize the

data is that the number of censitaires receiving grants is not known. As it was evident that many received more than one grant, it seemed desirable to know as well how many censitaires were represented by the data. For this purpose each censitaire was identified on the basis of his name, correcting for alternate spellings which were so common in the period. (The name was often spelled differently within the same document.) We were unable to verify for homonyms, but we do not believe this was too great a problem since the notaries seem to have conscientiously recorded the designations of junior and senior. These were considered as a name separate from one without such a distinction, although where the time spread was great they could have been the same person. The number of censitaires identified by this procedure was 772. Of these, 663 received only one parcel; the remainder, two or more. The cumulative area received by these censitaires was calculated and those receiving large areas of land identified. (See Table 46.) Despite the problems of identifying separate censitaires on the basis of their names alone, it was considered essential to do so because multiple grants were evidently numerous and the size of individual parcels masked the great disparity in the area received by a small number of censitaires who cumulated grants.

Our data base contains over a hundred pieces of information (variables) for each land parcel. These describe the three components of the deed of concession: the terms of the contract or the exact details of the title being granted; the legal description of the land parcel granted, usually a copy of the

procès verbal of survey; and the details of the land grant itself. Some of this information, such as the seigneur and the date of the grant, is essential to the deed of concession, and found in every case. A value may be missing in our data for this information only because of human error or the illegibility of the document. Some information is provided only when there is an exception to the rule, as in the case of two censitaires, or of the grant being accepted by a third party. Other information, such as occupation, was not always recorded. The tabulations and graphs which are based on the number of non-missing values therefore vary as to the number of observations equal to 100%, but unless otherwise specified, the number of observations processed was the full data base (n=929). Subsets of the data are defined and indicated where relevant.

For the purpose of examining land granting policies, the data is broken down into four administrative periods. The first period, Gabriel Christie's (GC), extended from his first grants in 1785 to his death in 1799. The second, N.C. Burton's (NCB), began in 1800, when he assumed personal direction of the seigneuries, and extended to 1814. It therefore includes the 14 deeds signed by his agent Samuel Potts, as well as a period of inactivity, from 1806-1814. The third, Edme Henry's (EH), followed his appointment as land agent in 1815 and continued to 1834. The fourth, W.P. Christie's (WPC) and his heirs', began in 1835 and extended to 1854 under the agency of William McGinnis (WM). W.P. Christie died in 1845, but no distinction has been made for general purposes between his administration and that of

his heirs, since no real break in administration occurred where McGinnis continued as agent (Bleury, Sabrevois and Noyan). Four deeds granted by Henry Hoyle were excluded from the data, on the basis that they belonged to a separate administration from those of the Christie seigneurs, but were not numerous enough to deal with separately. The number of parcels granted by each administration and in each of the five seigneuries is shown in Table 41. Figure 7 shows the distribution of the data by 5-year periods. Here we can see that a very unequal distribution of the grants in time is found even within administrations where the data is numerous. We are confident that the data is representative in time.<sup>50</sup> Spatially, however, as the distribution by seignury indicates, it is not proportionately distributed.

TABLE 41

Number of Land Parcels Granted by Seignury and Administration

Seignury	Freq.	:	Administration	Freq.
BLEURY	163	:	GC (1785-1799)	105
SABREVOIS	85	:	NCB (1800-1814)	234
NOYAN	116	:	EH (1815-1834)	511
DELERY	339	:	WPC (1835-1854)	79
LACOLLE	226	:		
TOTAL:	929	:	TOTAL:	929

Over space, the parcels fall into their respective seigneuries and concessions. These (144 in all) have been identified and are shown in Map 17. Although in many cases we also know the location of the parcel within the concession, a parcel by parcel mapping of the data was not attempted except for three sample

areas where the data was geographically complete (Map 39). To show the spatial distribution of the data and the location of these sample areas in that context, the aggregate area located in each concession was calculated then mapped to scale on a map of the concessions (Map 37). The area granted by each administration was indicated in the same way. It is evident from this distribution, that our data is particularly weak in the interior of Sabrevois and in the interior of Lacolle. From other sources such as the sheriff sales discussed in section III, we believe that these areas were granted during Henry's administration, and would display the same characteristics in terms of title conditions. For a discussion of settlement pattern, however, this gap is unfortunate. To avoid these shortcomings in our data as much as possible, we looked at the three areas indicated on Map 37 in more detail. For this "Sample Area", the data is geographically complete and the different periods of land granting are represented. Grande Ligne Delery (G.L.D.) and Lacolle South (L.S.) were opened to settlement by Gabriel Christie, and grants continued into Burton's and Henry's administration. Grande Ligne Bleury (G.L.B.) was opened by Henry, and grants continued into W.P. Christie's administration. One-third of the data base (307 parcels) is located in this "Sample" data set, distributed as indicated in Table 42 and in Map 38.

On the assumption that this sample was representative of the seigneuries as a whole, we have used this data sub-set to calculate the cumulative percentage area of the seigneuries

granted over time. In Figure 8 the results are shown for each area of the sample and for the total. Although local differences are apparent, it is the total which we consider representative of the progression of land granting in the seigneuries as a whole. If so, land granting progressed most rapidly between 1792 and 1816 when the proportion granted jumped from only 10% of the total to 70%. After the grants of 1801 the proportion was already at 45%, and by 1824 had reached 95%. This distribution of land grants over time is important because it indicates that the large amount of land not settled as late as 1831, as indicated by the census data on the area held and improved (see p. 154), was not held by the seigneur but was already held by censitaires.<sup>51</sup>

TABLE 42

Sample Area Land Grants by Five-year Period

	G.L. Delery	Lacolle South	G.L. Bleury	Total
1785-1789	--	1	--	1
1790-1794	--	21	--	21
1795-1799	19	37	--	56
1800-1804	39	19	--	58
1805-1809	1	--	--	1
1815-1819	65	19	1	85
1820-1824	--	10	30	40
1825-1829	--	3	28	31
1830-1835	1	--	5	6
1835-1839	--	1	4	5
1840-1844	--	--	1	1
1845-1849	--	--	--	--
1850-1854	--	--	2	2
TOTAL:	125	111	71	307

FIGURE 7  
 LAND GRANTS IN THE CHRISTIE SEIGNEURIES BY 5-YEAR PERIOD

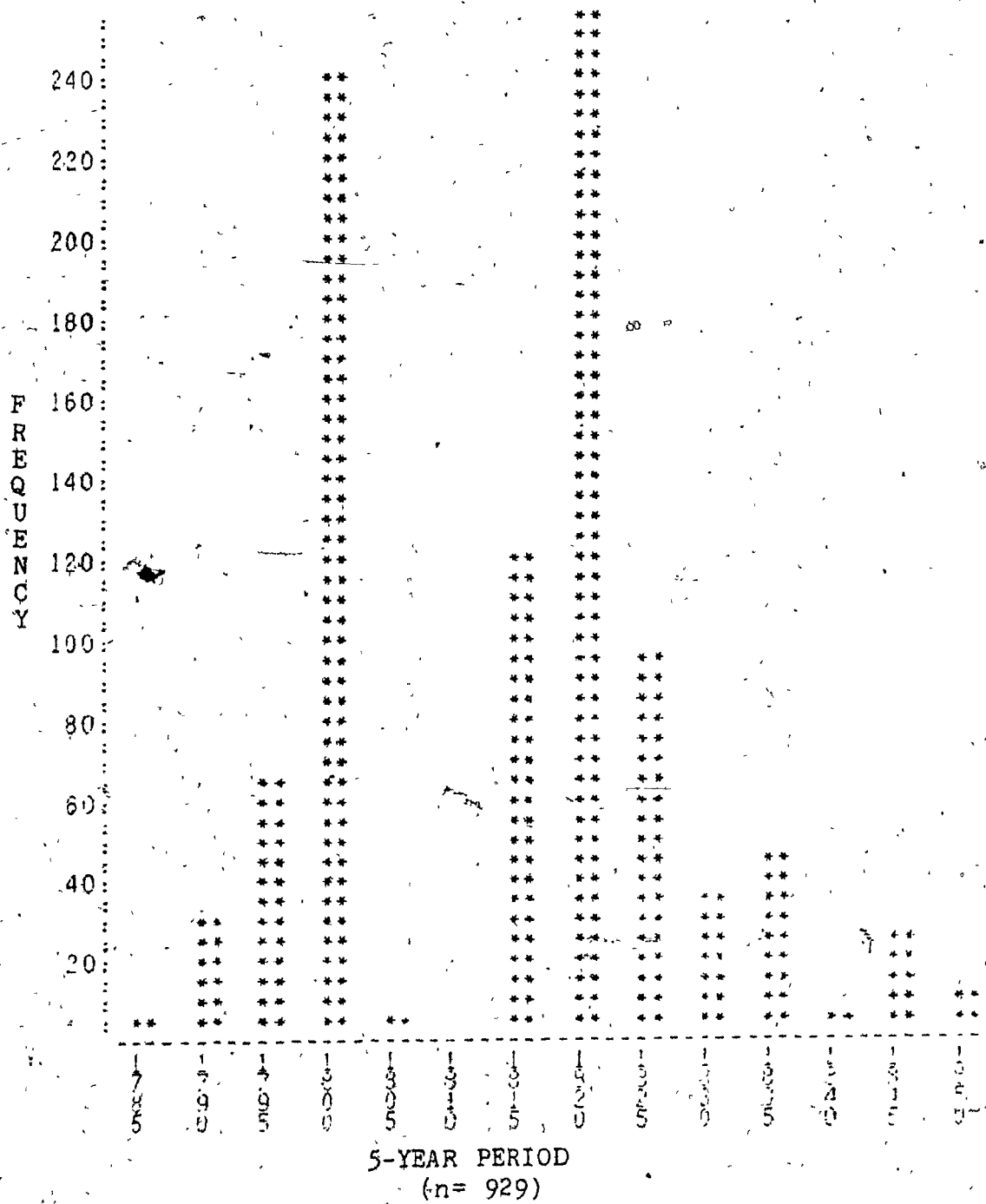




FIGURE 8

THE CUMULATIVE AREA OF LAND GRANTED OVER TIME  
 IN GRANDE LIGNE DELERY, LACOLLE SOUTH, AND GRANDE LIGNE BLEURY  
 (A) IN THE TOTAL SAMPLE AREA OF 33,871 A.

CUMULATIVE PERCENTAGE BAR CHART

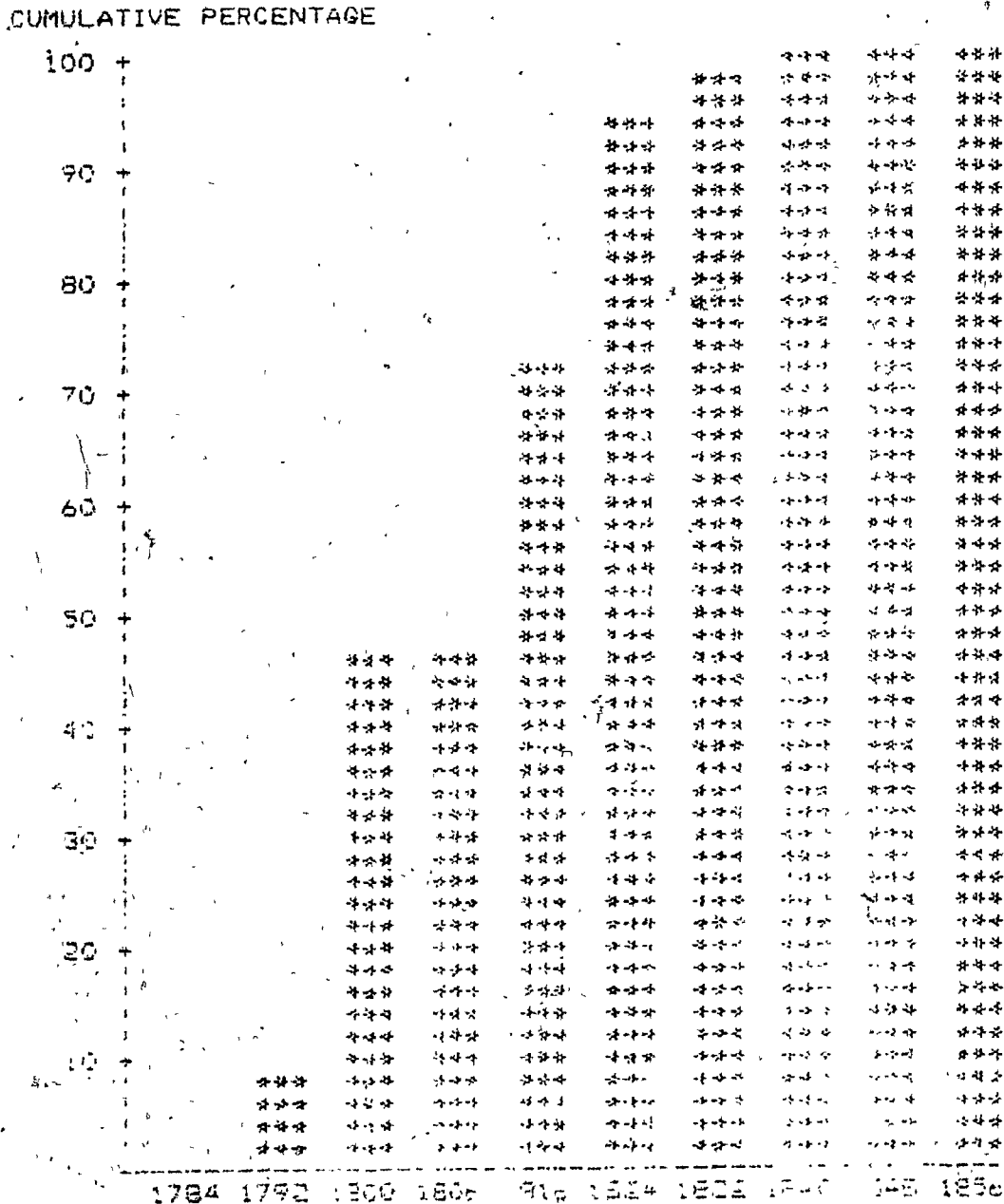


FIGURE 8, continued

(B) IN THE GRANDE LIGNE DELERY SAMPLE OF 12,155 A.

SET=LIGNE.

CUMULATIVE PERCENTAGE BAR CHART

CUMULATIVE PERCENTAGE

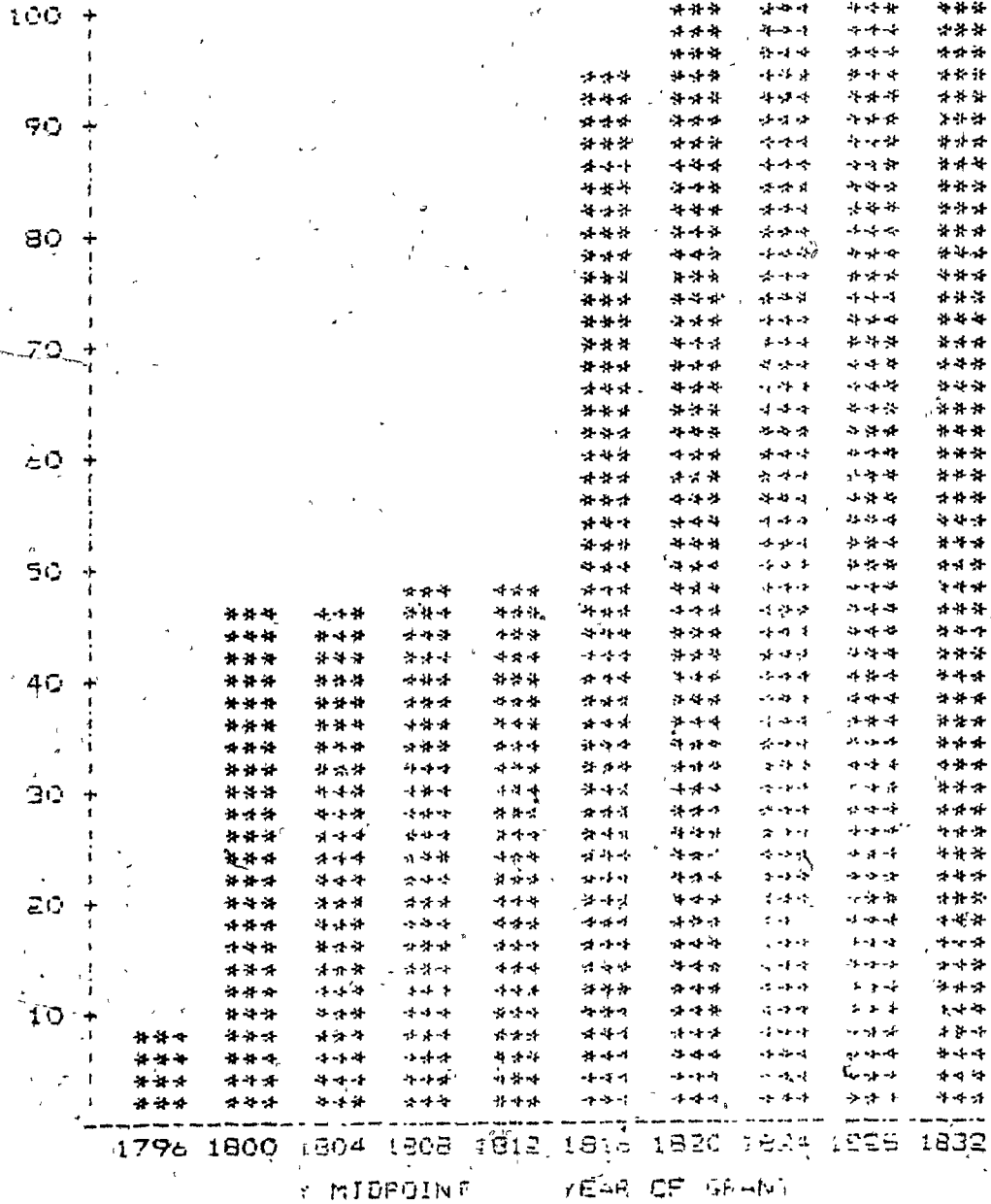


FIGURE 8, continued.

(C) IN THE LACOLLE SOUTH SAMPLE OF 13,971 A.

SET=SOUTH

CUMULATIVE PERCENTAGE BAR CHART

CUMULATIVE PERCENTAGE

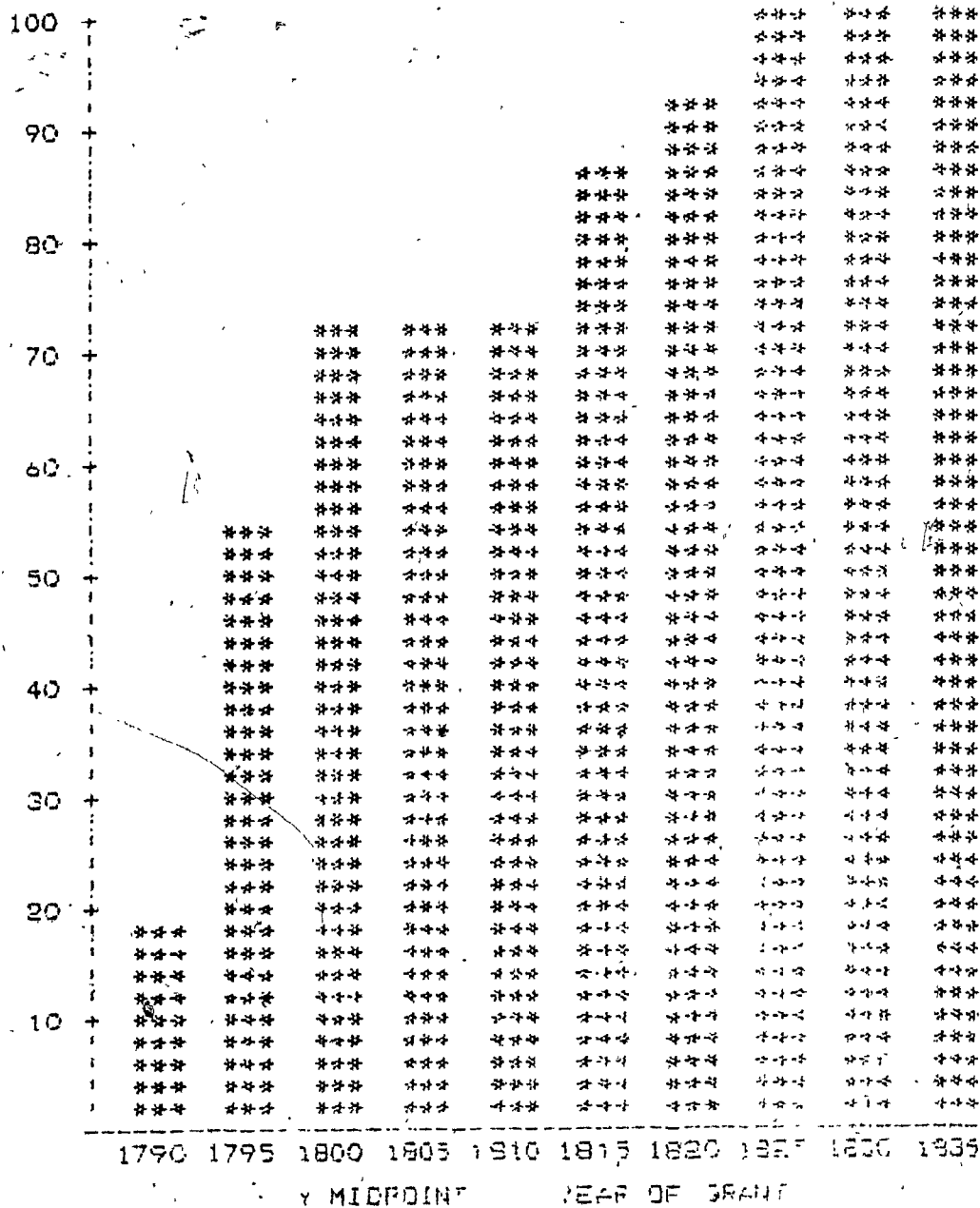
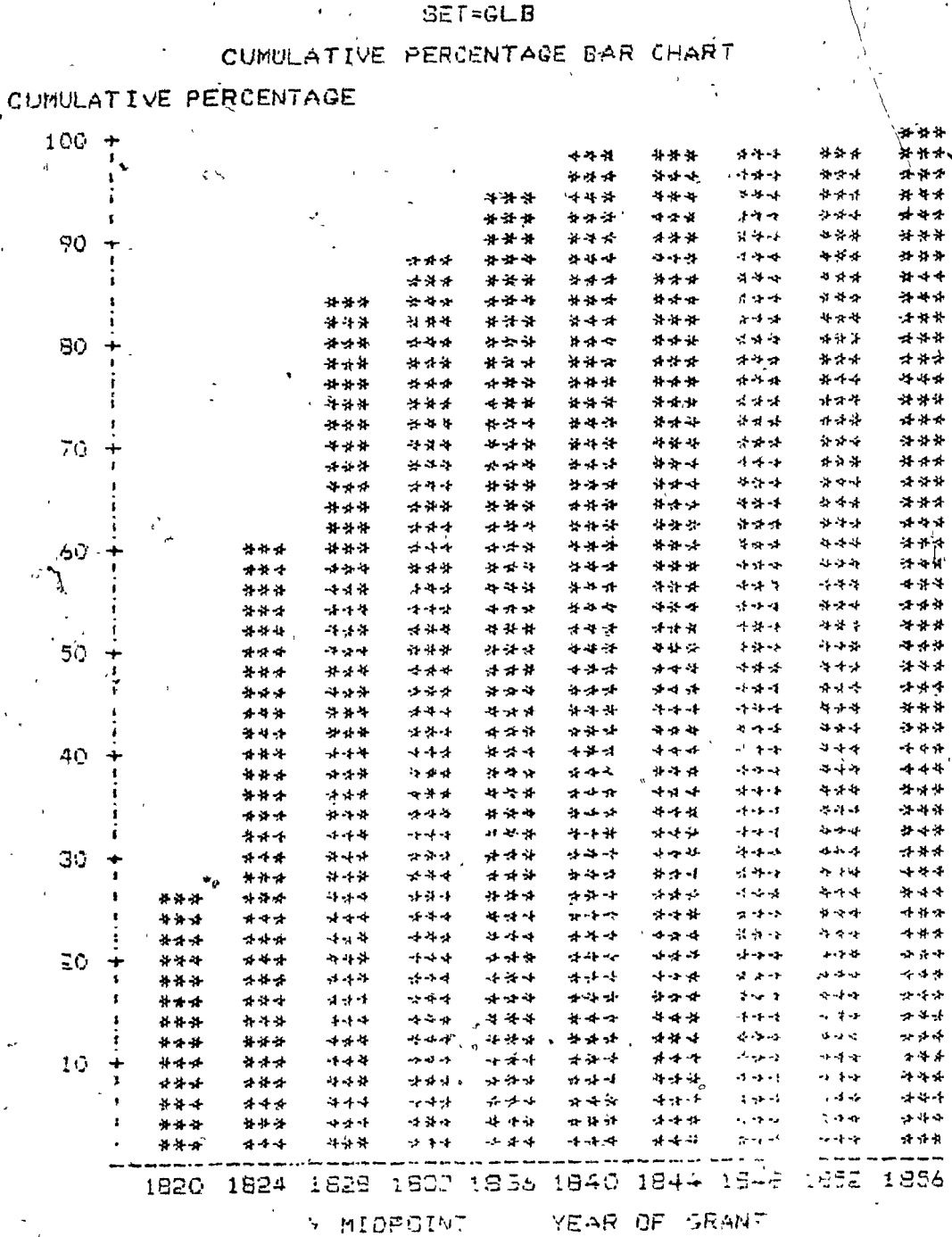


FIGURE 8, continued.

(D) IN THE GRANDE LIGNE BLEURY SAMPLE OF 7,745 A.

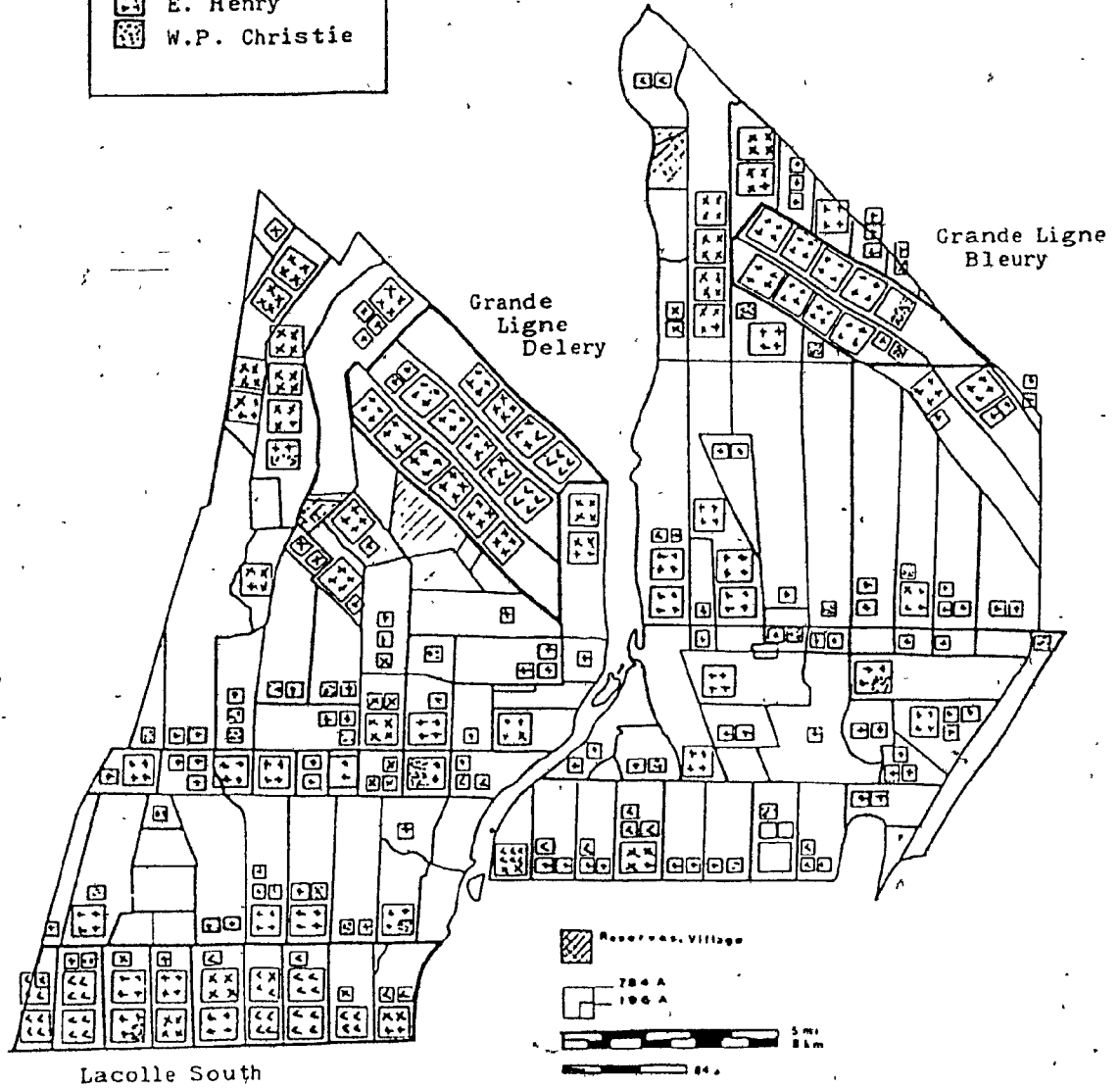


MAP 37

LAND AREA GRANTED BY CONCESSION AND ADMINISTRATION

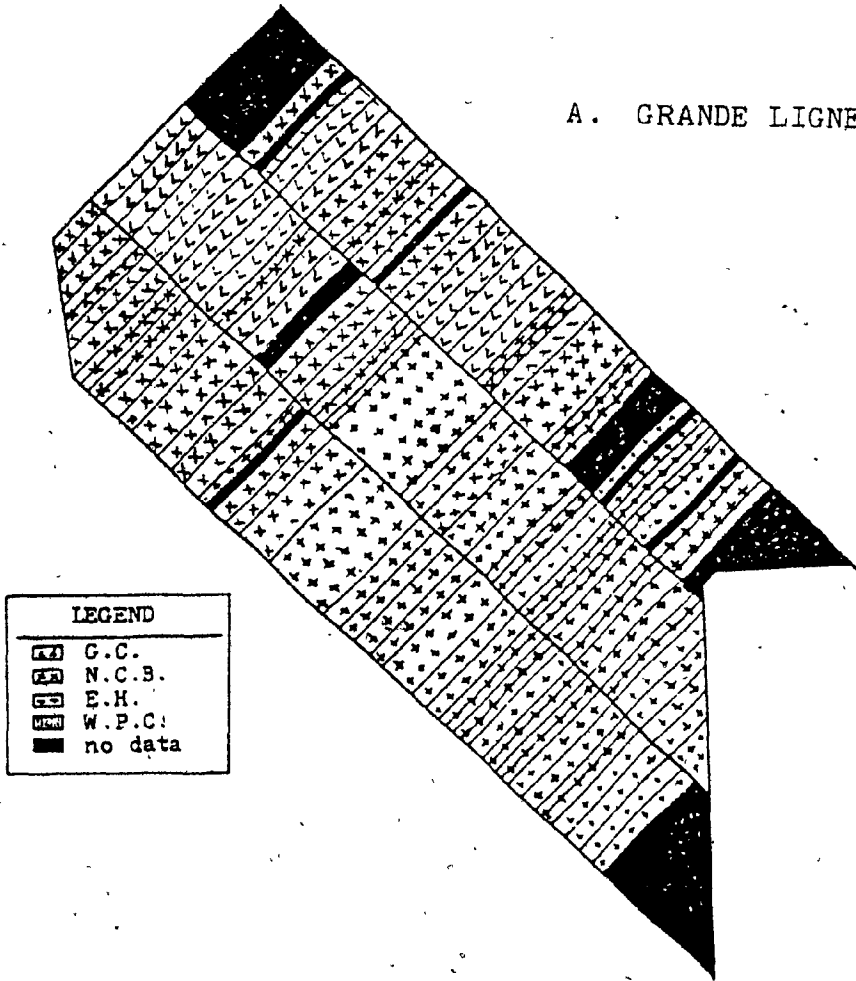
ADMINISTRATION

	G. Christie
	N.C. Burton
	E. Henry
	W.P. Christie



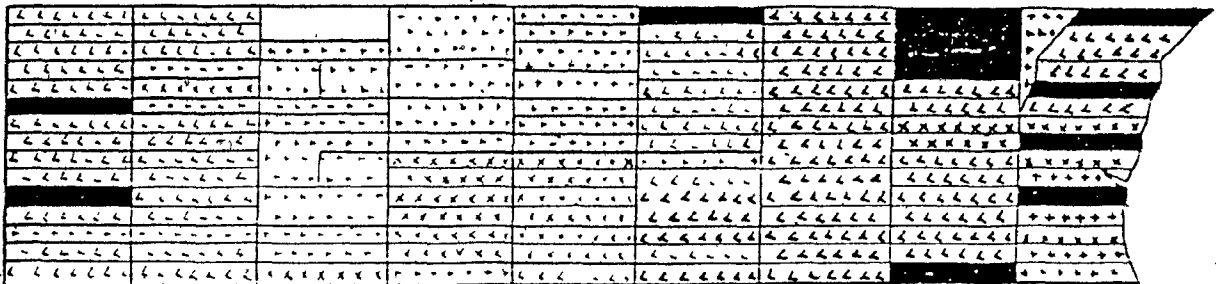
CADASTRAL PLAN BY ADMINISTRATION IN GRANDE LIGNE DELERY,  
LACOLLE SOUTH AND GRANDE LIGNE BLEURY

A. GRANDE LIGNE DELERY



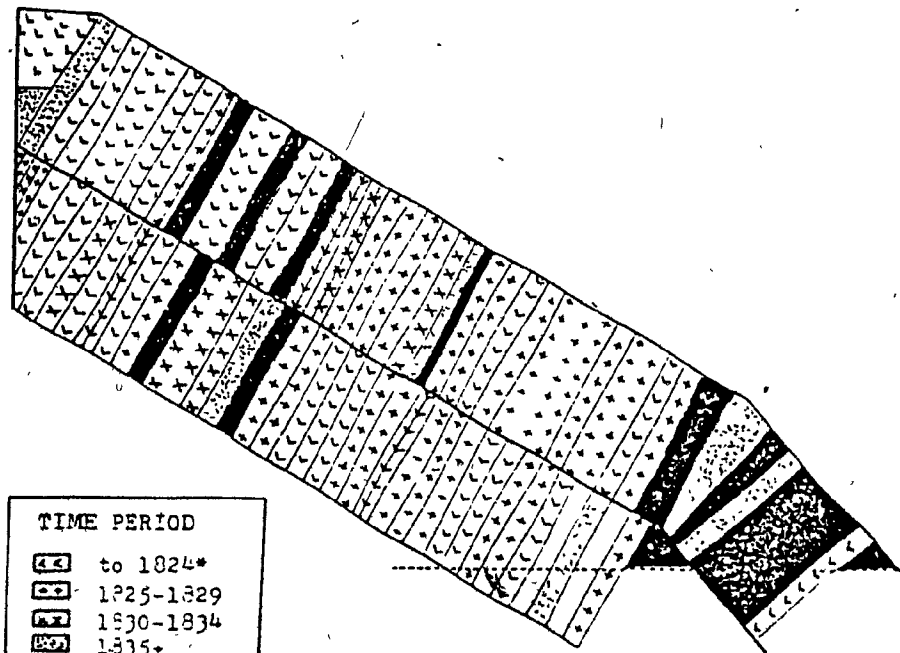
LEGEND	
	G.C.
	N.C.B.
	E.H.
	W.P.C.
	no data






B. LACOLLE SOUTH



F. No 81

C. GRANDE LIGNE BLEURY



TIME PERIOD	
	to 1824*
	1825-1829
	1830-1834
	1835+
	no data

Scale 10

\*The earliest grant is in 1219.

## 2. The Land Parcels

Table 43 shows the number of grants made by each administration with the total area granted and the average size of the parcels. We note that despite a wide range of parcel areas, the average parcel size for the data base as a whole was 109 A. or almost exactly the same as the standard lot of 112 A. In fact, it becomes 112 A. when survey adjustments are excluded.<sup>52</sup> But there were definite spatial variations in this average, with Sabrevois having the highest, and Delery the lowest average parcel size. These spatial variations corresponded to the language distribution of the censitaires, so that the average size of parcels would also vary by language groups. The concentration of smaller lots in a few areas affected the landscape, creating more of a long-lot pattern than in other areas.

An examination of the size of the grants in our "sample" areas shows that the slight changes in average size reflected in Table 43 corresponded to some very noticeable differences in the land granting pattern. This pattern can be seen in Map 39. In Grande Ligne Delery half-lot parcels (56 A.) were almost as numerous as single-lot parcels (112 A.). By contrast, Lacolle South did not have any, and Bleury had only 15. The average parcel size was 97 A. in Grande Ligne Delery, 126 A. in Lacolle South, and 109 A. in Grande Ligne Bleury. All three areas had a small number of larger grants. (See Tables 44 and 45.) The different average sizes are therefore more likely to be the result of the concentration of the half-lot parcels than of the exceptionally large lots which were more randomly distributed.



These differences also appear to be the result of administrative policy (Table 44).

It is clear that during Christie's administration the granting of full lots was the norm,<sup>53</sup> and in our "sample" areas he seldom departed from this. We also know that the granting of Lacolle South was made through location tickets, which specified the maximum rent to be paid and identified the lots to be granted when a deed of concession was taken. The rent agreed upon in the location ticket, and the most common during Christie's administration, was £1.12.10 for 112 arpents area (Halifax currency), a slight increase over the adjacent seigneuries. Some of these were also used in Delery. The grants by Christie in Delery, however, were limited to the areas surveyed by Watson along the Petite Rivière de Montréal, and the first two concessions on Grande Ligne. In Lacolle South, the first settlements were along the military road to Montreal, soon to be known as Odelltown, and in the rear of the seigneury which would be known as Roxham. But many of the settlers did not take out their deeds immediately, and it is likely that there were location tickets outstanding for much of the remainder of Lacolle South when Burton began his administration. If so, Burton would have to satisfy these claims before he could introduce any change in policy. This may partly explain why under his administration half-lot parcels were introduced in Grande Ligne Delery but not in Lacolle South.

TABLE 43

Frequency, Area and Average Area of Land Grants  
in the Christie Seigneuries by Seigneury and Administration

	GABRIEL CHRISTIE			N. C. BURTON		
	FREQ	AREA	AVER	FREQ	AREA	AVER
BLEURY	3	457	152	50	4804	96
SABREVOIS	1	112	112	0	0	0
NOYAN	15	1766	118	9	1029	114
DELERY	20	2186	109	143	13638	95
LACOLLE	65	7980	123	28	3112	111
TOTAL	104	12501	110	230	22585	98

	EDME HENRY			W. P. CHRISTIE		
	FREQ	AREA	AVER	FREQ	AREA	AVER
BLEURY	91	10834	119	15	1349	90
SABREVOIS	77	9995	130	6	422	70
NOYAN	81	9828	121	10	994	99
DELERY	145	15479	107	27	1544	57
LACOLLE	115	14014	122	19	1503	79
TOTAL:	509	60152	118	77	5815	76

	FREQ	TOTAL AREA	AVER	AVER AREA W/O SURVEY ADJUST. <sup>a</sup>
BLEURY	159	17445	109	109
SABREVOIS	84	10529	125	125
NOYAN	115	13618	118	118
DELERY	335	32848	98	103
LACOLLE	227	26610	117	118
TOTAL:	920	101052	109	112

<sup>a</sup> Survey adjustments were parcels of land in gores granted to the censitaire holding the land adjacent to it, there not being enough land left for a new concession or full lots.

TABLE 44

## Standard Lots per Land Parcel by Administration in "Sample" Areas

Admin.	Study Area	Survey Lots per Land Parcel			TOTAL
		Half	One	Multiple	
G.C.	G.L. Delery	-	19	-	19
	Lacolle South	-	54	3	57
	G.L. Bleury	-	-	-	-
	Total:	-	73	3	76
N.C.B.	G.L. Delery	14	22	4	40
	Lacolle South	-	20	-	20
	G.L. Bleury	-	-	-	-
	Total:	14	42	4	60
E.H.	G.L. Delery	36	25	5	66
	Lacolle South	-	27	6	33
	G.L. Bleury	14	46	5	65
	Total:	50	98	16	164
W.P.C.	G.L. Delery	-	-	-	-
	Lacolle South	-	-	1	1
	G.L. Bleury	2	4	-	6
	Total:	2	4	1	7
GRANDE LIGNE DELERY		50	66	9	125
LACOLLE SOUTH		-	101	10	111
GRANDE LIGNE BLEURY		16	50	5	71
TOTAL:		66	217	24	307

TABLE 45

Parcel Size in the "Sample" Areas of the Christie Seigneuries

Area (A)	G.L.D.	Lacolle S.	G.L.B.	Sample
11- 60	54	--	15	69
61-120	63	99	49	211
121-180	2	3	2	7
181-240	3	7	4	14
241+	3	2	1	6
Total:	125	111	71	307

Under Burton, title conditions of the land granted remained basically the same as under Christie, but a new rate of rent, £2.2.2 for 112 A., was introduced (p. 410). This may also have been a factor in the location of half-lot grants. Higher rents could have inhibited the taking up of a full lot for farming at a future date. By taking half the area, the censitaires would keep the burden of rents at approximately the same level. In Grande Ligne Delery, several of the censitaires acquiring land were identified as members of the same family, for example, the three sons of David Hébert. Others have the same family name as censitaires who received grants in the concessions earlier. (See Appendix I, Table 96.) Therefore, the smaller parcels do not necessarily indicate that the family as a whole was receiving less land. For these censitaires the relationship of families to land parcels seems to have been different from that of the non-French farmers of Lacolle South. One difference we noted was in the practice of acquiring land for minors. In Lacolle this land was usually granted to the father. In Grande Ligne, the land was accepted by the father who acted as guarantor for his son until

he became of age and had the deed ratified. Whereas this<sup>4</sup> would give the impression of differences in parcel sizes, in terms of the family economy, the actual amount could be much the same. While this suggests that family reconstructions, used in conjunction with the study of land granting, would shed more light on this question, it is unlikely that all of the differences between these two areas could be explained by considering the family as a unit.

The half-lot grant of 56 A. was not unusually small when compared to grants of 30, 60 and 90 Arpents in the older seigneuries. In this context, it was the large farms of [acolle South which were exceptional]. The ability to take larger farms was related to the amount of capital available at the time of settlement. For the American immigrant who had just sold a property in the American colonies, even at a loss, as Robert Hoyle claimed,<sup>54</sup> this would be far greater than that available to the French-Canadian farmer who would have been fortunate to simply start without debt.<sup>55</sup> This was possible primarily where new lands were still available as concessions. When an area such as Grande Ligne Delery was opened all at once, the farmers had to take land before they were ready to farm if they wanted land for their sons in the usual manner. High rents, however, would accumulate quickly on non-productive land. Smaller lots may well have been a matter of choice, but a choice forced upon them by the administration's policy of higher rents and pre-settlement land granting. This policy was continued during Henry's administration. In Grande Ligne Delery one can see the response

of censitaires almost exclusively from the older parishes to this new situation.

The distinguishing characteristic of land grants during Henry's administration was the increase in the number of multiple-parcel grants. This can be seen in the "sample" areas, where his administration accounts for 16 out of 24 multiple grants (Table 44), and elsewhere. In the centre of the 3rd concession, Grande Ligne Delery (406), which was marsh and of little use for farming without extensive drainage, Basile Giroux received a total of seven lots. It is unlikely that farmers would have been interested in these particular lots. In the 2nd concession, large grants were made to Nicolas Martin and Constant Cartier who both received large grants elsewhere in the seigneuries as well. Cartier was the son of a seigneur and a capitaine de milice. A community leader, Nicolas Martin could sign his name, the exception among French-speaking censitaires.<sup>56</sup> Their social position was the most likely reason for their large grants. Henry, himself a member of the regional bourgeoisie and an important landowner in Laprairie, may have been more likely to make such large grants than the seigneurs themselves. His business interests and family connections--to the Raymond family, for example--undoubtedly lay behind his land policies.<sup>57</sup> In Lacolle South, large grants were limited to the 7th concession and to the northern half of the 6th and 5th. This area was also marsh, which explains why it had not been granted previously, and may also account for the double lots. Here also, the large grants went to locally important individuals, the brothers and

trading associates Freeman and Bartlett Nye, of Champlain, New York.<sup>58</sup>

In the Christie seigneuries as a whole (in our data base), the 43 censitaires listed in Table 51 received a cumulative area of more than 240 A. of land. Of this group, three received more than 1,000 Arpents: Nicolas Martin, Constant Cartier and Basile Giroux. In Bleury, the 6th concession (634 Arpents) was granted to Joseph Piedalu at rate of rent of £1.15.4 per 112 A., less than the standard rate of £2.2.6.<sup>59</sup> Reuban Randall, an American with milling interests in the seigneurie (p. 556), received land in a block in Lacolle near his mill. Robert Hoyle, merchant, farmer and miller (p. 553), received Ash Island, where he had a canal cut for a ferry crossing, as well as other parcels. Patrick McKeemond was a timber merchant. Ephraim Wheeler was an innkeeper in Noyan, and may also have been a timber merchant. Joseph Mehard and Joseph Coupal were local traders. William Borbridge was a saddler in St. John's and later Christieville. Horace Wells, although not listed in Table 51 because we do not have deed of concession data for him, was an American merchant who received at least 994 A. in Sabrevois (p. 451). James McGillivray received as a grant part of the small island north of and at the mouth of South River in Noyan, a favorable location for someone involved in the timber trade. He also held a reserve on the timber made on a concession to Seth Warner for three years. The evidence is overwhelming that during Henry's administration it was the local bourgeoisie, particularly the timber merchants, who received especially favorable land grants,

by size and by location.

This élite also spear-headed the petitions and protests against seigneurial tenure in Lacolle and Noyan before 1837, and complained to the commissioners investigating seigneurial tenure in 1843 of Henry's land policies, claiming that they had been refused land grants upon request.<sup>60</sup> These complaints were not made as simple settlers (most of them already had ample farms), but as developers, timber merchants, and would-be speculators who resented the monopoly situation which could effectively curtail their actions. Henry's position as agent doubtless allowed him to make a substantial profit (which may well not have been passed on to Burton) from their interest in timber lands, but this must remain a hypothesis. But Henry's land policy--granting land well in advance of settlement and often in large grants--encouraged rather than hampered the activities of this local bourgeoisie, despite their complaints. Certainly this policy was not favourable to agricultural settlement, placing as it did much of the land in the hands of speculators. Henry was personally interested in the commercial development of the Upper Richelieu Valley. Given his family links, however, the patronage he extended might well not have favoured the settlers and would-be developers of Lacolle and Noyan, most of whom were of American origin, as much as they would have liked. The real conflict may have been there. The change in land grant size from one administration to the next, therefore, can also be taken as a reflection of changes in attitudes to development. Christie's strictly equal land grants to all censitaires, French and English



alike, were meant to encourage the establishment of a permanent farming population. During his administration, the exploitation of timber was a monopoly kept under his direct control. Henry's policies relaxed this monopoly and allowed timber resources to be exploited by others, but patronage restricted access. As a result, this development was at the expense of alienating not only the farming population, but many of the bourgeoisie as well.

TABLE 46

Censitaires Granted a Cumulative Area over 240 Arpents

NAME:	FIRST GRANT	TOTAL ARPENTS
Borbridge, William	16 Feb 1822	276
Cartier, Constant	05 May 1801	1296
Choquet, François	07 Jan 1825	336
Coupal Larcine, Joseph	27 Apr 1826	336
Daunay, Hypolite	20 Jul 1801	336
Downer, Abel	17 Dec 1816	384
Farnsworth, Samuel	04 Apr 1822	821
Flows, Dudley	29 Aug 1827	262
Giroux, Basile	27 Feb 1819	1016
Hebert, David	04 May 1801	497
Hillman, Abner	05 May 1801	257
Hoyle, Henry	13 Jul 1827	384
Hoyle, Robert	21 Mar 1822	889
Hutchinson, James	29 Dec 1819	306
Labreque, Etienne	04 May 1801	280
Lamoureux, Amable	17 Mar 1818	639
Lanoue, Léon	17 Jan 1821	301
Lavallée, Alexis	10 Mar 1819	243
Lewis, Samuel	08 Jun 1801	448
Manning, Jacob	03 Sep 1790	560
Martin, Nicolas	03 Jul 1801	2742
McCarty, James	22 Feb 1822	280
McCarty, John	30 Aug 1826	332
McIntyre, Daniel	11 Aug 1821	280
McKeemond, Patrick	08 Oct 1825	929
McLavin, James	23 Sep 1819	336
McMullan, Daniel	04 Apr 1834	490
Ménard, Joseph	14 Jun 1802	275
Normandin, Janvier	14 Jul 1817	401
Nye, Freeman & Bartlett	23 Nov 1836	560
Odell, Joseph	03 Sep 1790	364
Piedalu, Joseph	01 Jun 1826	634
Prentiss, Henry	10 Jan 1821	285
Randall, Reuban	20 Mar 1822	784
Roy, Charles	17 Nov 1817	487
Roy, Eloi	17 Nov 1817	521
Roy, Joseph	23 Sep 1817	392
Roy, Laurent, Sr.	22 Sep 1817	700
Sire, Charles	04 May 1801	274
Tabor, John	09 Jan 1821	248
Wallis, John	07 Sep 1796	504
Waudley, George	07 Feb 1818	372
Wheeler, Ephraim	16 Mar 1818	421
Willsee, William T.	08 Jun 1801	364

NOTE: This list does not include the "Concession Labreque" or the grants to H.B. Wells for which we have only indirect evidence.

### 3. Land Granting Methods

The deed of concession provides details on the land grant itself, identifying the seigneur, the notaries (or witnesses) signing the deed, the place and location of signing, and the censitaire receiving the grant. The amount of detail varied, but the name, residence, and ability to sign of the parties was standard information as well as the place and location of signing and the date. The occupation of the censitaire was not always given. The deeds contributing to our data base were, with one or two exceptions, printed, in good condition, and the handwriting of the notaries was legible. (We refer to the blank printed deed as a "form".) The information pertaining to the deed of concession itself was the same, whether the original in the notary's archive or the seigneurial copy in the McGinnis collection (PAC, MGB F99.9) was consulted. Annotations added later, however, would differ. In the analysis which follows, the method of land granting under seigneurial tenure is described based on the standard information common to all the deeds of concession. Additional information which was noted is used in a qualitative context only.

The amount of information actually added by hand to the printed deed forms varied. (See Appendix III, Note 7.) An early Christie form included even the area of each lot, and the rent payable as part of the standard printed information. The name of the seigneur and agent was often included, as were the 40 or so title clauses, and the formula clauses of the grant. Survey information had to be added individually for each lot, but was

filled in prior to land granting by a clerk, who also entered the standard information for a particular period, such as the rate of rent. In some cases this included his own signature as a witness notary. (This was the case for the grants signed by Henry, with Petrimoulx as his clerk.) The seigneur (agent) might also pre-sign the deeds at this point if he had delegated a sub-agent to oversee the actual grants. We do not know the nature of Henry's arrangements with his notaries, but deed forms he had already signed were found in the archive of Pierre Lanctôt, indicating that in practice at least, the latter acted as his sub-agent and that the seigneur did not have to be present at the signing. The name of the censitaire was also recorded in advance and this occasionally led to it being crossed out and replaced by a second one.<sup>61</sup> The deeds were therefore prepared for land granting after the survey of a concession, and held by the seigneur or his representative until the time of signing.

When a series of land grants were ready, the censitaires could either go to the notary individually to sign their title deed after paying for the warrant of survey and the copies of the deed, or the seigneur took them with him to a place advertised in advance where the censitaires all came to sign on the same one or two days. Christie had followed this practice earlier in the seigneurie of Lachenaie.<sup>62</sup> His trips to the Upper Richelieu must have been conducted on a similar basis, and the practice was continued by Henry. N.C. Burton, signed all of his deeds at Chambly Manor, but in much the same way. Since only the signatures were missing, this must have been a summary process,

consisting primarily of verifying the names and lot numbers. An error in the lot number granted to a censitaire might occasionally pass unnoticed. In such a case, the deed would later be nullified, and replaced by a new one. As to the reading of the act in the presence of each censitaire, required by law, the number of grants which were made in one day would have made this prohibitively time consuming. More likely the deed was read once each day for all assembled, if at all. In one case, however, a deed was translated into German before the censitaire signed. The reading was not, therefore, totally a dead letter, but perhaps was considered more important by those unfamiliar with seigneurial tenure, or when a new form was introduced.

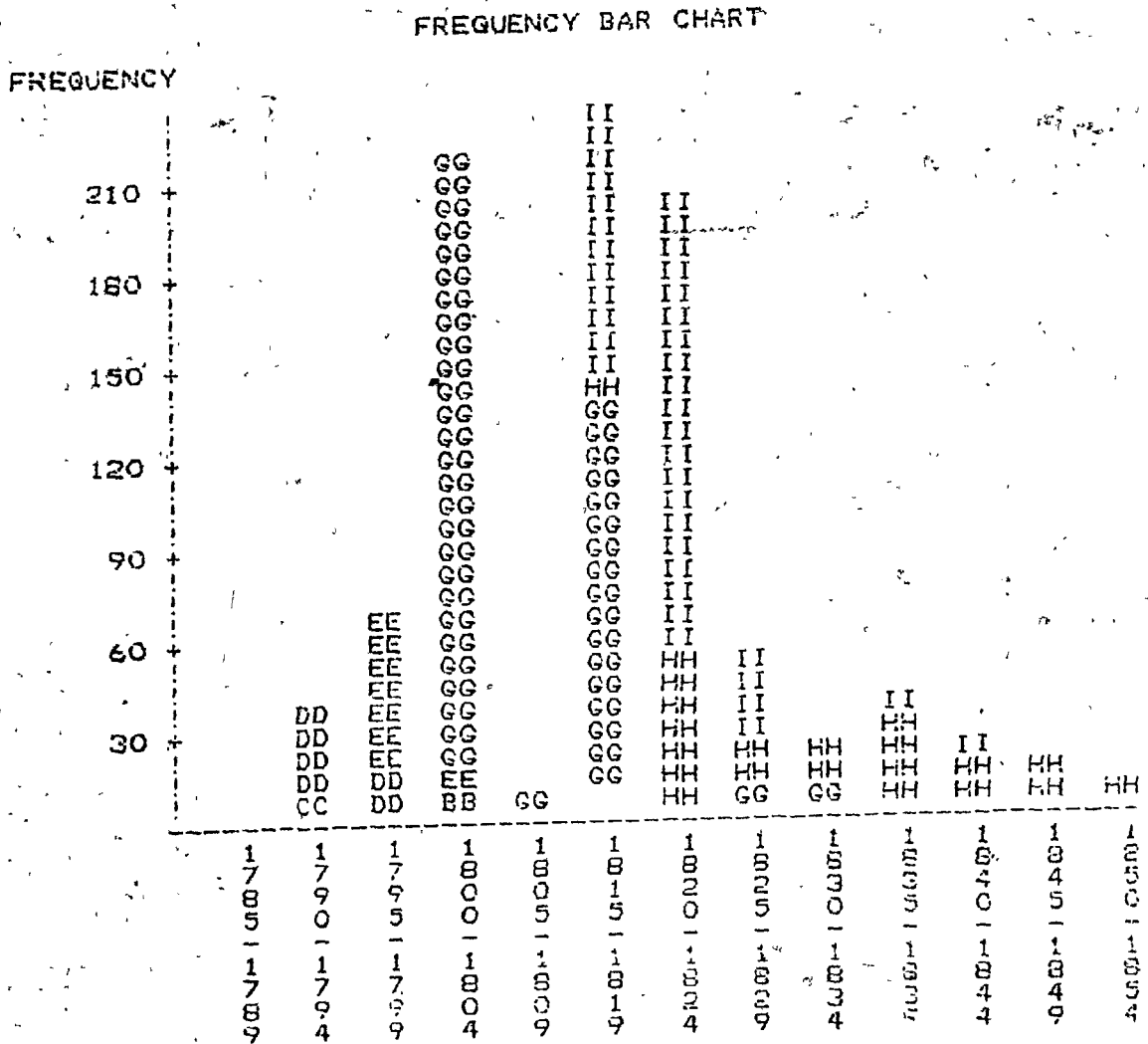
The forms used by the seigneurs changed frequently, but usually this was simply a question of format or detail. Changes in the title clauses of the forms are discussed in Section III. During Christie's administration the forms were probably designed with the assistance of Antoine Foucher, on whom he relied for legal opinions.<sup>63</sup> Christie, who must have been searching for the right formula, used six different kinds of forms. Burton's grants were almost exclusively signed on one form which was similar in content to the ones used by Christie. Henry introduced two new forms at the beginning of his administration--one in English and one in French. These were probably of his own making. They would remain in use until 1854. Although different forms were used, there were no clear breaks in their use. The early forms were introduced, became more common, and were replaced (Figure 9). It seems logical, given the way the forms were

prepared at the time of survey and signed in series, that the time of survey rather than the time of land granting was the factor determining which form was used.

The procedure described above would have applied to the majority of parcels granted in the seigneuries. This resulted in a very skewed distribution of land grants over time, and a concentration of land grants in space. This also produced series of grants--signed by one notary, at one place, on one or two days. This method of organizing the land granting process, we believe, may have had an indirect effect on who would be able to obtain land grants, and where. The location of signing would tend to act as a limiting factor for those who could not afford to travel there and did not have contacts in the area. This may partially explain the extremely limited geographical space from which the censitaires were recruited (p. 379). It also raises the question of the notary's role in the land granting process. Did he merely fill out deeds according to the instructions of the seigneur, or was he allowed a certain amount of discretion? And, to what extent did the seigneur exercise patronage in choosing his notaries? To try to answer these questions a closer look at the notaries involved in the land granting process is called for.

FIGURE 9

Frequency Distribution by 5-year Period of the Type of Deed Form used in the Christie Seigneuries



NOTE: The individual types are more amply described in Appendix III, Note 7.

TABLE 47

List of Subscribing and Witness Notaries Signing Deeds  
of Concession for the Christie Seigneurs, 1785-1854

NOTARY	RESIDENCE	PRACTICE
Archambault, L.	L'Acadie	1820-1859
Aubertin, H.	Christieville	1838-1851
Aubertin, J.	Christieville	1852-1865
Barbeau, L.	Laprairie	1804-1864
Bardy, A.-E.	Montreal	1829-1847
Besse, P.	St. John's	1814-1854
Bourassa, I.	Laprairie	1789-1804
Chaboillez, L.	Montreal	1788-1813
Clément, E.	Montreal	1836-1871
Dandurand, R.	Laprairie	1809-1821
Decoigne, L.	L'Acadie	1807-1832
Decoigne, L.-M.	L'Acadie	1827-1857
Delisle, A.	Montreal	1827-1858
Delisle, J.-G.	Montreal	1787-1819
Demaray, P. P.	St. John's	1824-1854
Dupuy, J.-B.	Sainte-Cécile	1825-1865
Foucher, A.	Montreal	1746-1800
Gamelin, P.	Laprairie	1815-1834
Griffin, H.	Montreal	1812-1847
Grisé, J.-B.	Chambly	1785-1796
Hamel, F.	Christieville	1845-1867
Hébert, M.	Laprairie	1831-1847
Henry, E.	Laprairie	1783-1831
Huot, C.	Montreal	1808-1858
Jobson, T. R.	Saint-Sébastien	1843-1875
Lalanne, L.	Frelighsburg	1799-1845
Lanctôt, P.	L'Acadie	1809-1850
Laperle, F.	Saint-Jacques-le-Mineur	1837-1863
LeGuay, F.	Montreal	1770-1789
Lesage, F.	Chambly Basin	1840-1886
Lukin, P. Sr.	Montreal	1790-1814
Moreau, L.-A.	Saint-Philippe	1829-1866
Pétrimoulx, F.-M.	Laprairie (1824)	1793-1847
Varin, J.-B.	Laprairie	1793-1847

SOURCE: PAC, MG 8 F99.9; ANQ-M; Chambre des Notaires du Québec,  
Notaires décédés, 1979.



### 1) The Notaries

The land grants we are studying were unevenly distributed over a 70 year period. Grants were made in only 51 of those years and of these there were only 19 in which the number of grants surpassed 10. More significant, 26% of the grants were signed in one year alone--1801, and other peak years (1797, 1817, 1819 and 1820) together account for a further 28% of the grants. This concentration of grants in a few years means that all time related frequencies are affected more by the yearly distribution of grants than by other factors. This is especially true of the variables related to the signing of the deed, such as the subscribing notary, the witness notary, the place signed and the location signed.

In all, 38 notaries signed deeds during the period studied. They are listed in Table 47, with the year of their commission and the last year of their practice. Of these we must distinguish between those who were subscribing notaries and those who signed only as witnesses. The subscribing notary deposited the deed in his archive (greffe). The witness notary could be a junior notary from the same office, or simply another notary practicing in the area. Some signed as both witnesses and as subscribing notaries, others exclusively as one or the other. The seigneur chose the subscribing notary to whom he gave his account, whereas the witness notary was more likely to be the choice of the subscribing notary or of circumstance. We note that very few of the subscribing notaries had their residence in the study area.

The proportion of deeds of concession subscribed to was very unequally divided between the 17 notaries in question (Figure 10). Of these (listed in descending order of the number of deeds signed in Table 48), we would consider eight to have been "seigneurial notaries" during the administration they served, based on the proportion of deeds signed during that administration rather than of the total (Figure 11). J.-B. Grisé, J.-G. Delisle and Peter Lukin Sr. were Christie's principal notaries. Henry, was Burton's only notary, and since 201 deeds were signed in 1801 alone, this meant that his overall total was higher than that of any other notary. During Henry's administration, four notaries were prominent: Louis Barbeau, Pierre Lanctôt, Roger Dandurand and Pierre Gamelin. Lanctôt began his career in Blairfindie, where he appears to have acted as a sub-agent for Henry, and later moved to Laprairie. Gamelin moved in the other direction. He began his career in Laprairie, where he was the junior notary in 1815, but later moved to Napierville and to St. John's. The most important notary during Henry's administration was probably Louis Barbeau. This is suggested not only by the number of deeds he signed, of which we have but a fraction since his archive was destroyed by fire, but also by the time period during which he signed deeds. Dandurand, Lanctôt, and Gamelin were active for only part of this period. During McGinnis's administration, several notaries subscribed to deeds, but only Demaray and Gamelin stand out as sufficiently important to denote them as seigneurial notaries. Pierre Demaray, a notary in St. John's who began his practice in 1824,

signed only 12 deeds of concession, but this was four times as many as any of the others except Gamelin, the most important seigneurial notary under this administration. Since the changeover from Henry to McGinnis was not voluntary and not accompanied by any cooperation on the part of the former agent,<sup>64</sup> the choice of Gamelin as seigneurial notary is significant. Here was a notary who had spent at least 20 years in Laprairie working with Henry and his colleagues, and who was already familiar with the seigneuries, their censitaires, and the notarial acts required to administer a seigneurie. These must have been considered valuable assets, and after a short stay in Napierville, Gamelin moved to St. John's. We wonder if the promise of a steady seigneurial account did not motivate this second relocation within a few years. He drew up most of the important seigneurial documents from this time period-- inventories, donations, sales, leases, etc. His role was therefore greater than the deeds of concession would indicate, partly because land granting itself had become a minor aspect of seigneurial administration after 1835.

FIGURE 10

NOTARIES SUBSCRIBING TO DEEDS OF CONCESSION

FREQUENCY BAR CHART

FREQUENCY

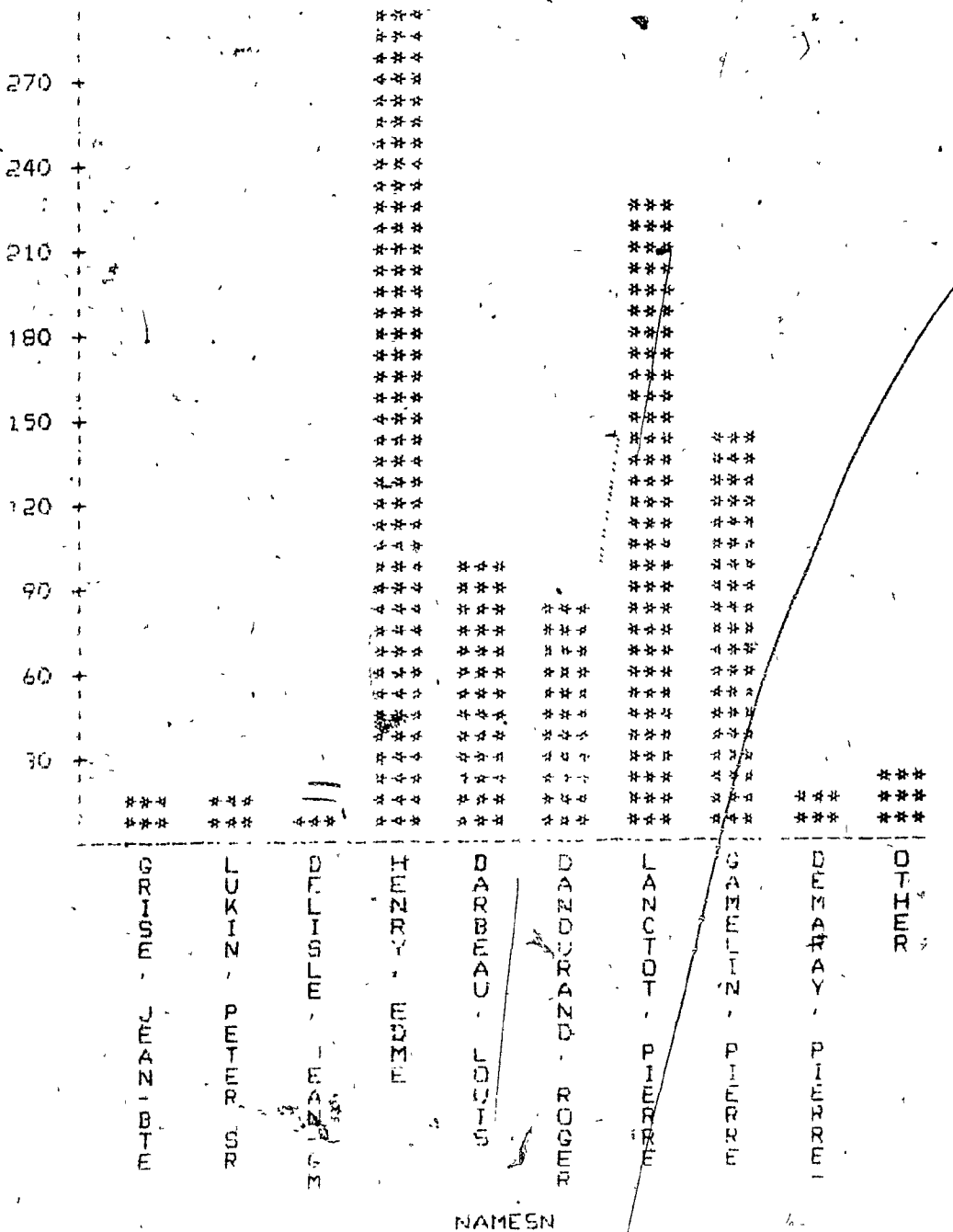
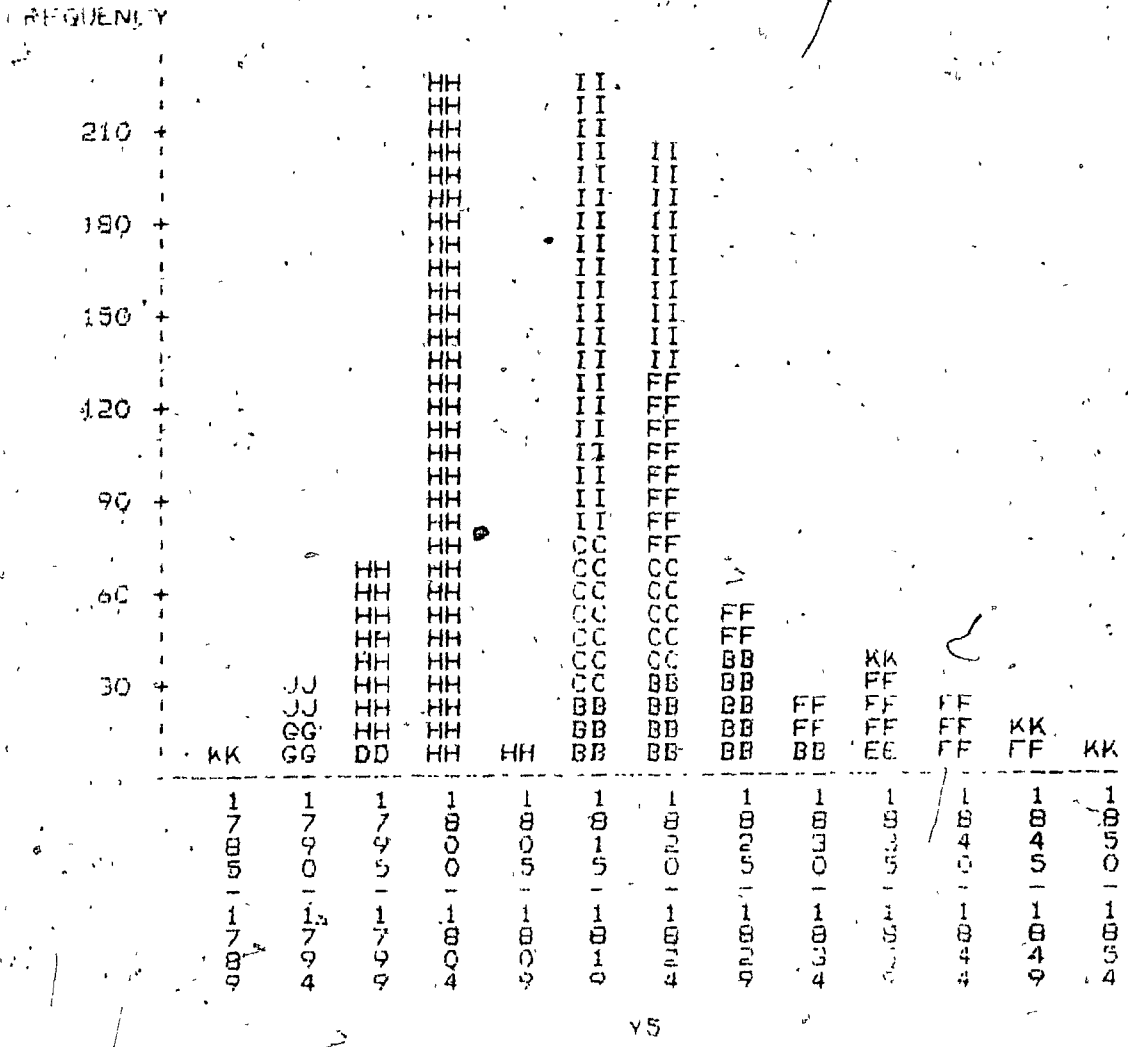


FIGURE 11

FIVE-YEAR DISTRIBUTION OF SUBSCRIBING NOTARIES

FREQUENCY BAR CHART



SYMBOL	NAME	SN
A	DANDURAND, ROGER	
C	DEMARAY, PIERRE-	
E	GRISE, JEAN-BTE	
G	LANCIOT, PIERRE	
I	OTHER	
V		
B	BARBEAU, LOUIS	
D	DELSINLE, JEAN-GM	
F	GAMBLIN, PIERRE	
H	HENRI, EDME	
J	LUKIN, PETER SR	

TABLE 48

## Subscribing Notaries to Deeds in the Christie Seigneuries

NOTARY (SN)	FREQ:	PER CENT:
Henry, E.	290	31
Lanctôt, P.	227	24
Gamelin, P.	142	15
Barbeau, L.	96	10
Dandurand, R.	85	9
Grisé, J.-B.	18	2
Lukin, P. Sr.	15	2
Demaray, P.-P.	12	1
Déllisle, J.-G.	10	1
No Data	8	0.9
Dugas, L.	6	0.9
Foucher, A.	4	0.9
Aubertin, J.	4	0.9
Hamel, F.	3	0.8
Moreau, L.-A.	3	0.8
Aubertin, H.	3	0.8
Bardy, A.-E.	2	0.7
Clément, E.	1	0.6
Total:	929	100

The witness notary seems to have been chosen by the subscribing notary rather than by the seigneur, and therefore, to have been a function of the structure of that notary's office. In an office with apprentices or clerks, the deeds of concession would have been among the regular copying work required of them, the bread and butter of the office. Ignace Bourassa, for example, signed with Henry on 57 deeds but never subscribed to a deed in his own right. His position was clearly a junior one. A further 233 deeds signed by Henry for Burton bear the signature of François Médéric Pétrimoulix, and all of the standard information was filled in advance of signing in the same hand. The role of these two clerks, was much the same as those who

before them had worked for Christie and had occasionally signed deeds as witnesses--Louis Genevay and Louis Ferrière. They were copyists, performing the tedious clerical tasks of a pre-technological age. We must be grateful to them, however, for their care and skill in writing which makes the task of collecting information from their deeds much simpler. The witness notary, during Henry's administration, seems to have had a more varied role, acting sometimes as a witness notary, sometimes as a subscribing notary. With the same level of skills, these colleagues acted one for the other, and may even have all been part of Henry's office. Thus we have Gamelin, Dandurand, Barbeau and Lanctôt appearing as witnesses almost as often as they are subscribing notaries. Louis Decoigne, although their contemporary, appears only as a witness, in each case for Pierre Lanctôt. Obviously it was Lanctôt who held the seigneurial account and Decoigne remained a subordinate.

Comparing the notaries signing for the Christie seigneurs with those listed in the Notaires décédés, we find that the notaries referred to here were only a small proportion of all possible notaries at any one time period. (Those in our study area are given in Table 35 on p. 218.) The concentration of deeds in the hands of a few notaries was therefore not accidental, but the result of administrative decisions based on policy or patronage. Christie chose senior notaries with experience. Henry, who was well versed in seigneurial administration, could hire clerks or take on apprentices since he did not have the same dependence on his notaries. Experience was clearly important,

however, and seigneurial affairs always remained in the hands of a very small number of notaries. This would make getting copies of deeds much simpler, and it also created a community of interest between the seigneur and the notary. In a settlement area, the major land transaction was the land grant, and the seigneur's account a significant one which served to give prestige as well as a regular source of income. A notary with the seigneur's interests at heart was important, since the seigneur depended heavily on the notary to see to the details of the administration of his estate. If the notary kept a good inventory and index of his deeds, this would not have to be repeated by the seigneur who could depend on the notary to provide him with a copy of any required act with a minimum of delay. This cooperation would not be limited to the land granting period, but would extend into the period which followed, when the seigneur was largely dependent on the notary to inform him of transactions on which he could collect the lods et ventes (p. 421). It is hardly surprising, therefore, that the deeds of concession were concentrated in the hands of a few subscribing notaries. This was not affected by the place of signing. The notary therefore was not chosen because he lived where the deeds were being signed, but the deeds were signed where the notary lived, or the notary travelled with the seigneur.



TABLE 49

Witness Notaries Signing Deeds of Concession  
in the Christie Seigneuries, 1785-1854

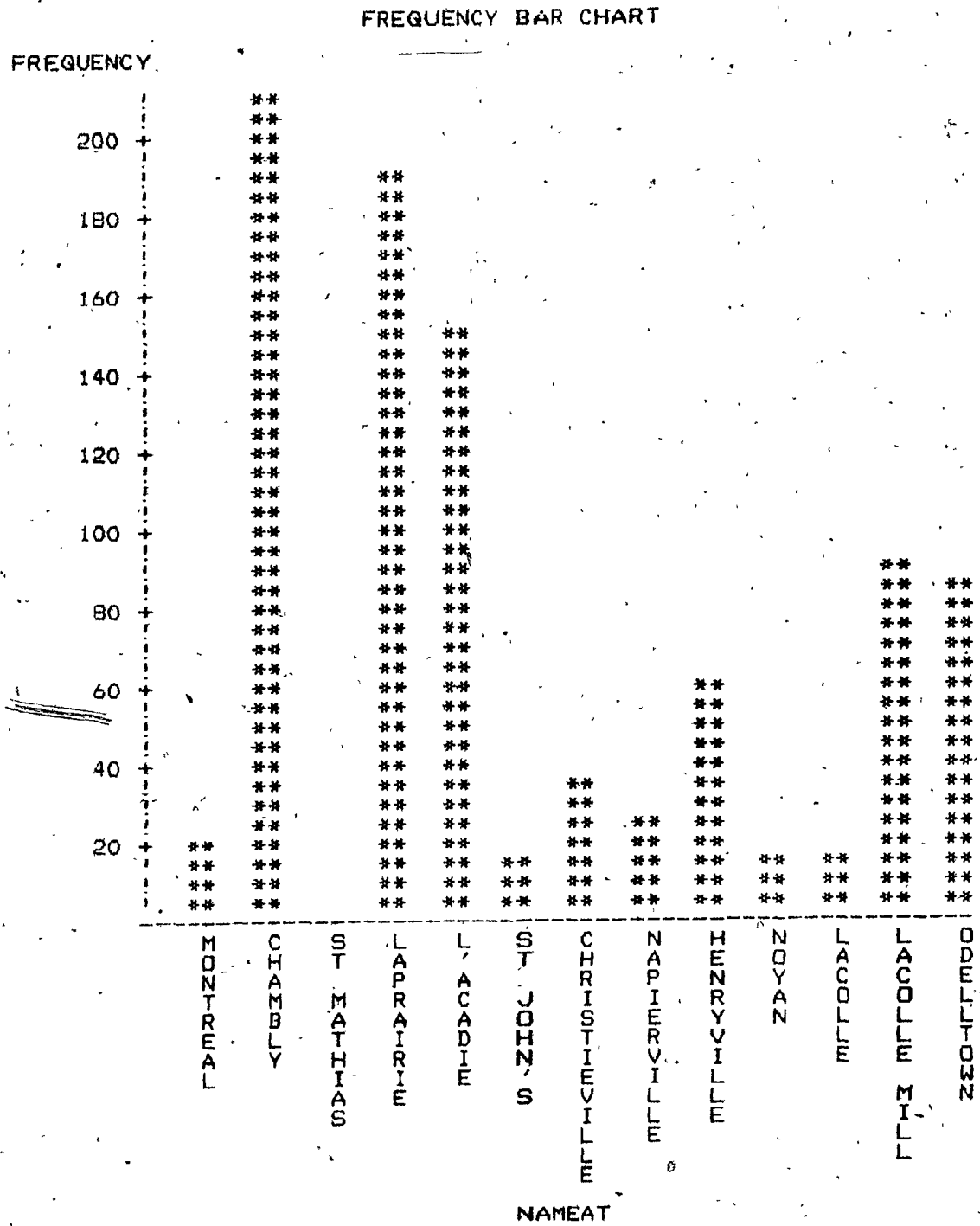
WITNESS NOTARY:	L.B.	E.H.	P.G.	P.L.	OTHER	TOTAL
Archambault, L.					11	11
Aubertin, H.			17		3	20
Aubertin, J.			1		0	1
Barbeau, L.				80	82	162
Besse, P.					3	3
Bourassa, I.		57			0	57
Chaboillez, L.					9	9
Clément, E.					1	1
Dandurand, R.	35			14	0	49
Decoigne, L.				115	0	115
Decoigne, L.-M.				3	0	3
Delisle, A.			1		0	1
Delisle, J.-G.					1	1
Demaray, P. P.					4	4
Dupuy, J.-B.			28		1	29
Gamelin, P.				15	0	15
Griffin, H.					3	3
Hamel, F.					5	5
Hébert, M.					4	4
Huot, C.			20		0	20
Jobson, T. R.			4		0	4
Lalanne, L.					2	2
Lanctôt, P.	56		64		0	120
Laperle, F.					1	1
LeGuay, F.					3	3
Lesage, F.			1		0	1
Moreau, L.-A.					1	1
No Data	5		6		4	15
Pétrimoult, F.-M.		233			0	233
Varin, J.-B.					1	1
Witnesses					35	35
Total:	96	290	142	227	174	929

L.B.: Louis Barbeau  
E.H.: Edme Henry

P.G.: Pierre Gamelin  
P.L.: Pierre Lanctôt

FIGURE 12

PLACE OF SIGNING DEEDS OF CONCESSION



## ii) Place and Location of Signing

Figure 12 shows where the grants were signed. The three most prominent locations--Chambly, Laprairie and L'Acadie--were outside the study area and correspond to the residences of Burton, of Henry, and of Lanctôt. The seven locations in the study area were the places the seigneur stayed when travelling. Lacolle Mill, the focal point of seigneurial administration in the Upper Richelieu under Christie, was the site most frequently cited, followed by Odelltown. Henryville, Christeville and Napierville, not established before 1815, follow.

Overall, signing seems to have taken place at places reasonably convenient to the censitaires. In the case of L'Acadie, most of those censitaires signing lived in the area. This could signify one of two things. The local residents could have benefitted from the presence of a seigneurial notary in their locale and thus had an advantage in obtaining the land grants in the Upper Richelieu over others, or, Lanctôt could have been sent to live in L'Acadie and act as agent there because this location was convenient for the inhabitants making an application to Henry for land. Perhaps a combination of both factors operated. In either case, the number of censitaires from L'Acadie was much greater than those from the neighbouring parishes of Saint-Luc, Saint-Mathias, Saint-Philippe, or from St. John's (Table 50). This group actually included some from the study area itself, since Sainte-Marguerite, the parish corresponding to L'Acadie, extended into Delery (see p. 214). Of the deeds signed in Chambly, only a few were by censitaires who travelled from the seigneuries (3

from Bleury, 2 from Lacolle, 1 from Delery, and 8 from Noyan). Those who had settled in the seigneuries and obtained either a location ticket from G. Christie or taken out the survey warrant were confident of their right to obtain a deed, and could therefore wait until the seigneur again decided to displace himself. Those looking for new land to expand for themselves or their sons, would not have this security. To obtain land while it was still available as a concession would be their objective. In a large series of grants such as that in May of 1801, it is likely that the lots not already promised were available on first request. Thus 86 grants were made on May 4th, and 23 on May 5th. Most of the 1st and 2nd concessions in Bleury (104, 105) and large sections of Delery (403, 406 and 434) were granted that month as well. Nor were these the only series of grants. In 1801 alone, there were small series granted on June 8, July 3rd, and July 20th. (See also Appendix I, Tables 93-5.)

In Table 51 we show the places most commonly associated with the signing of deeds--the notary's office in 38% of the cases, the seigneurial manor in 31%. Most of the remainder were signed in inns. These reflect the extent to which deeds were signed at the time of the seigneur's tour of the study area. The choice of an inn, although partly dictated by location, would also have been an exercise in patronage, given the extra traffic this would create on signing day. We note that Roswell Canfield, William Morley and Seth Warner's were among the most frequented. Trips to the seigneuries can be identified through the combination of

TABLE 50.

Place of Signing and Residence of the Censitaires

RESIDENCE:	FREQ:	%	SIGNED AT:	FREQ:	%
Bleury	62	7	Chambly	210	23
Caldwell Manor	3	0	Christieville	36	4
Chambly	25	3	Henryville	61	7
DeLery	63	7	L'Acadie	149	16
England	1	0	Lacolle	13	1
L'Acadie	258	28	Lacolle Mill	89	10
Lacolle	205	22	Laprairie	190	20
Laprairie	7	1	Montreal	21	2
Lower Canada	17	2	Napierville	24	3
Montreal	33	4	No Data	14	2
No Data	36	4	Noyan	17	2
Noyan	90	10	Odelltown	87	9
Sabrevois	31	3	Saint-Mathias	2	0
Saint-Luc	42	5	St. John's	16	2
Saint-Mathias	20	2			
Saint-Philippe	16	2			
St. John's	11	1			
United States	9	1			
Total:	929	100	All Locations:	929	101

date, notary and inn. From this data, it is evident that not all notaries travelled equally. A comparison of the deeds signed by Gamelin and Lanctot, (Table 52) shows that after 1819 Gamelin was a much more likely candidate to travel than Lanctot, who then signed most of his deeds in his own office.

Comparing the seigneur's travel during Christie and Henry's administration (n=598), twice as many grants were signed in the study area, as outside, under Christie, and the reverse is true of the Henry grants. Three notaries in particular travelled with Christie--J.-B. Grisé, Peter Lukin Sr., and Edme Henry. J.-G. Delisle and other notaries signed deeds when travel was not involved (Figure 13). All of Henry's major notaries travelled.

TABLE 51

## Locations where Deeds of Concession were Signed

SIGNED IN	FREQ	PER CENT
SEIGNEUR'S		
Manor	281	30
Lacolle Mill	27	3
AGENT'S		
House	2	0.2
Office	32	3
NOTARY'S		
Office	343	37
INNKEEPER'S		
Canfield	71	8
Morley	32	3
Oliver	15	2
Warner	28	3
Wells & Look	10	1
Other	50	5
CENSITAIRE'S	3	0.3
NO DATA	35	4
TOTAL:	929	100

NOTE: Only the most prominent inns have been mentioned by name. There were many other locations where deeds were signed only occasionally. Some of these infrequent places include: Antoine Merrizzi of Delery, Ephraim Wheeler in Noyan, Jacob Serras of Napierville, George Wilson of Odelltown, and later his widow, Amerson B. Lewis of Napierville, the widow Dixon of Henryville, Loop Odell of Napierville, Charles P. Gould of Henryville, Charles Amis or Ames of Napierville, Samuel (Noxon), and Antoine Vandal, Jr. of Saint-Mathias, and Joseph Chatel of Saint-Philippe. Only a small number of deeds were signed in locations which were not identified as inns, or where another occupation was given. The names mentioned are Robert Swan, James I. Newton, a grocer in Napierville, Pierre Loupret, a miller in Napierville, and Paul Herot, a farmer in the parish of Saint-Philippe.

The difference between the number of deeds signed by each notary within the study area was slight (Figure 14). But from one administration to the other, there were clearly changes in the travel habits of the seigneur. When Christie travelled to the study area, it was to Lacolle Mill. He did not cross over to

TABLE 52

## Signing Locations of Lanctôt and Gamelin Compared, 1815-1834

1815-1819		Lanctôt	Gamelin
Henryville	Warner, Seth	13	
L'Acadie	Office	112	
Noyan	Inn	1	
Noyan	Morley, William	15	
Odelltown	Canfield, R.	8	
1820-1824			
Christieville	Morley, William		2
Henryville	Warner, Seth	11	
Henryville	Wells & Look		10
L'Acadie	Office	35	
Laprairie	Office	26	24
Napierville	Inn	1	
Odelltown	Canfield, R.		20
Odelltown	Censitaire's House		2
Odelltown	Inn		2
St. Mathias	Vandal, Antoine	2	
1825-1829			
Henryville	Dixon, Widow		2
Lacolle	Oliver, John		1
Laprairie	Agent's Office		5
Laprairie	Notary's Office		8
1830-1834			
Christieville	Morley, William		2
Henryville	Beardsley		4
L'Acadie	Office	35	
Laprairie	Agent's Office		7
Napierville	Odell, Loop		1
Total:		259	90

(n=349)

the east side of the seigneuries. In contrast, Henry stayed at inns and added a number of stops to his tour, including the seigneuries on the east side of the river. Obviously travel became easier as roads were improved and bridges were built, but winter, when the river could be crossed on the ice, and July, when the water was low, remained the preferred time of travel. Spring was definitely avoided, with its flooding, poor roads and high water. These patterns are illustrated by comparing the frequency of grants in each month of the year (Figure 15) with those of Christie's and Henry's travel grants shown in Figures 16 and 17. Clearly travel was undertaken in fewer months than the sample as a whole, and there are definite changes between Christie's and Henry's administrations. Christie travelled primarily in the summer, Henry in the winter. This could certainly be due to roads, but also to health and age. When Christie began making grants in 1785 he was already 63 years old and suffered from gout. He continued to travel to the seigneuries until the last however, and was in Lacolle when he fell ill two weeks before he died and had to be transported back to Montreal in a chaise-longue.

As the only person with the power to grant new land to censitaires under seigneurial tenure, the seigneur was bound to have an important social and economic influence, whether effected personally or through representatives. But in either case, the seigneur remained dependent upon his notaries; seigneurial accounts were concentrated in the hands of a small number of trusted and loyal notaries, whose interests were thereby closely



associated with those of the seigneur. If this same concentration was the rule in other seigneuries, then generalizations about the social behavior of notaries as a group would be open to serious question. A closer examination of their clients and their own interests would be necessary before they could be located within the social structure. The contrast between Henry, who for twenty years held all of the powers of a seigneur to use at his discretion, his clerk Ignace Bourassa, and a local notary such as E. B. Demers, whose clients were almost exclusively the censitaires, exemplifies the differences between them. Seigneurial administration was a system of clientage which linked the "seigneurial" notaries and others who served the seigneurs (such as the local inn-keepers) to the seigneurial class. While this decentralized the benefits of seigneurial tenure, the established hierarchy was maintained and the potential for upward mobility was extremely limited. The notary could aspire to become an agent at best, and as the case of Henry shows, this could be an extremely powerful and lucrative position.<sup>65</sup> McGinnis's rise to prominence as a landowner and entrepreneur (see Chapter 5) also demonstrates the benefits of being land-agent. But for the majority of notaries, even a seigneurial account was beyond their grasp. If they made the interests of their clients their own, then it was the censitaires they represented. Perhaps this helps explain why many of them supported the patriote party in the 1830s. But like the timber merchants, they may have opposed this system of clientage simply because it excluded them.

FIGURE 13

TRAVEL AND NON-TRAVEL LAND GRANTS SIGNED BY  
G. CHRISTIE'S SUBSCRIBING NOTARIES  
(n= 105)

PERCENTAGE BAR CHART

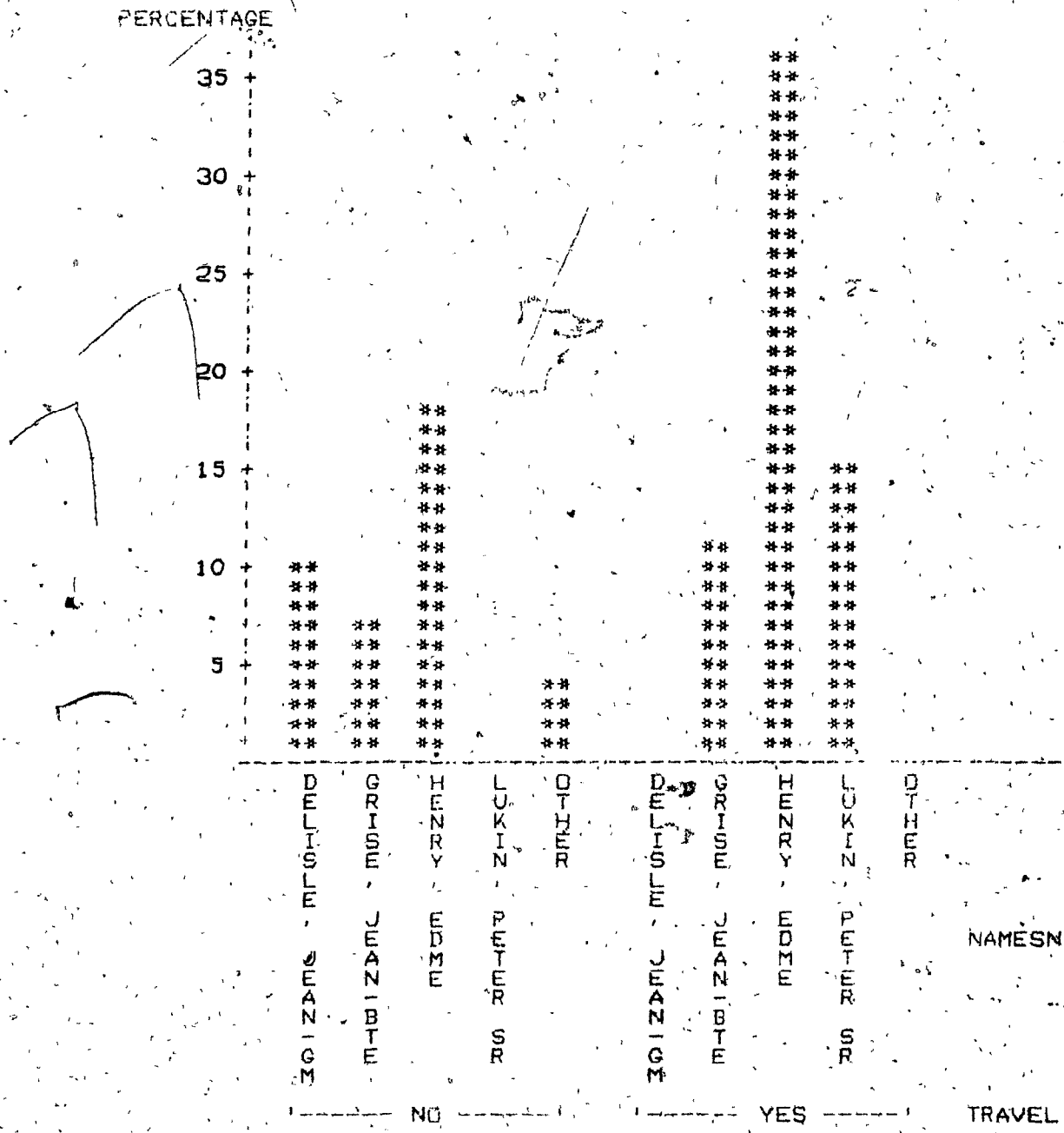


FIGURE 14

TRAVEL AND NON-TRAVEL LAND GRANTS SIGNED BY  
E. HENRY'S SUBSCRIBING NOTARIES.  
(n= 511)

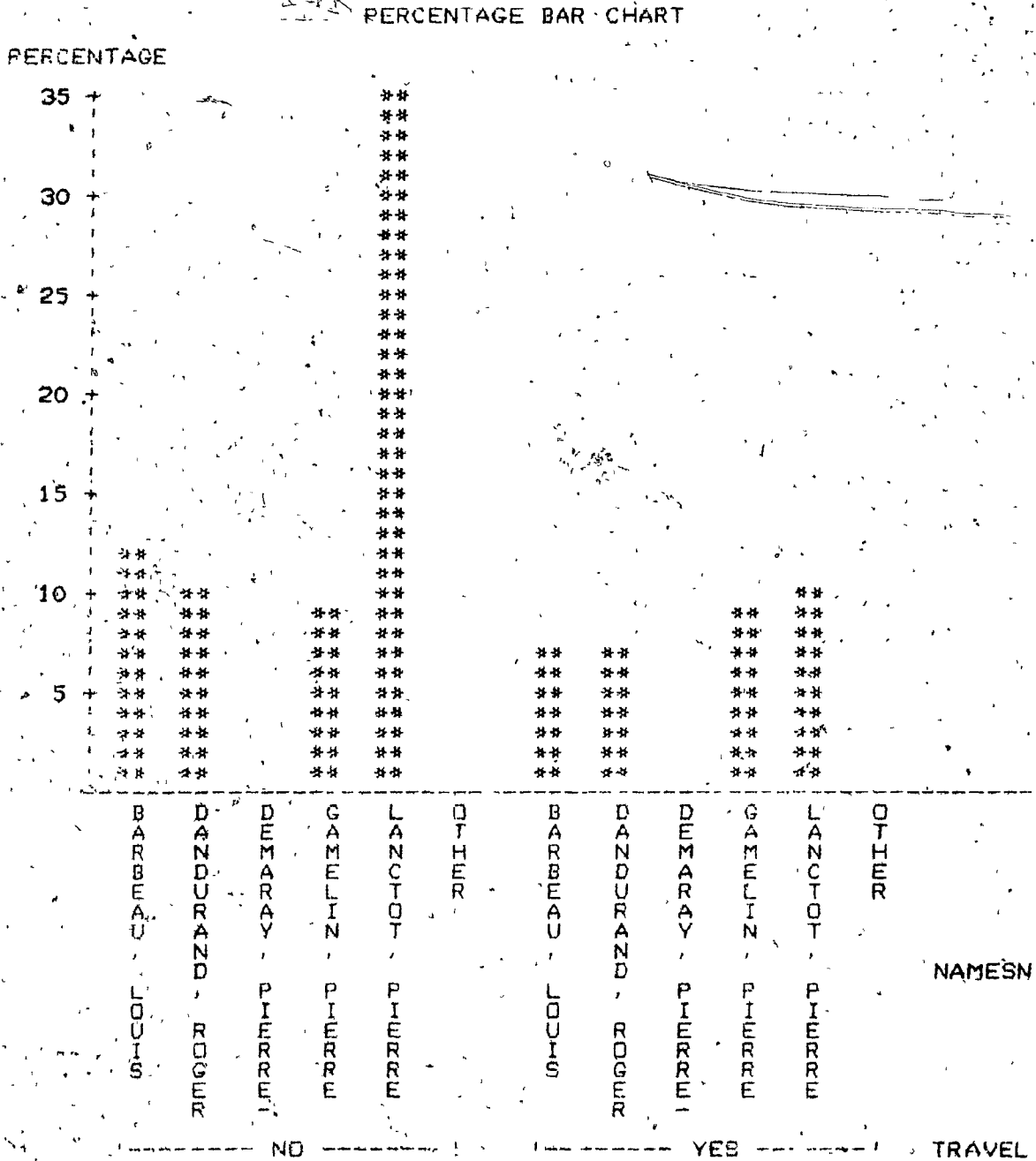
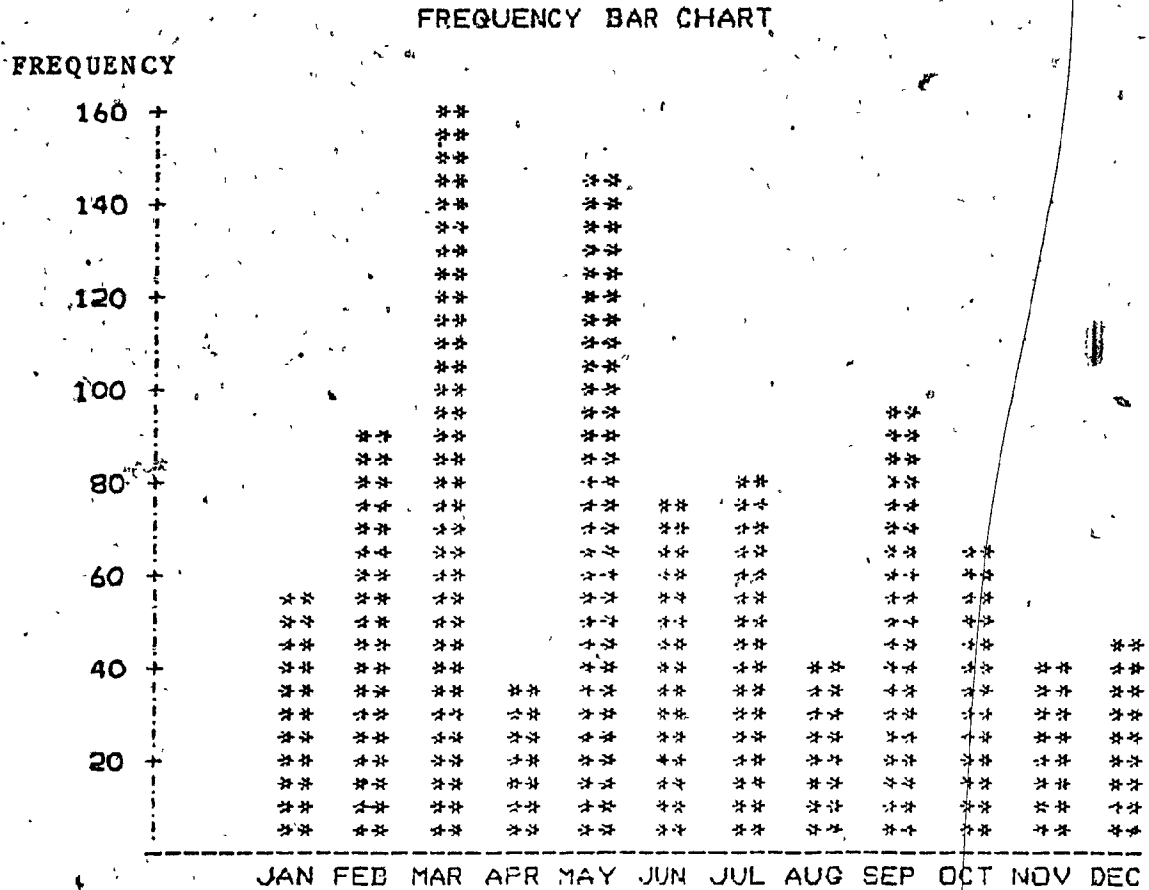


FIGURE 15

FREQUENCY OF LAND GRANTS IN EACH MONTH OF THE YEAR

(n= 929)



M

FIGURE 16

FREQUENCY OF TRAVEL BY G. CHRISTIE IN EACH MONTH OF THE YEAR

(n=63)

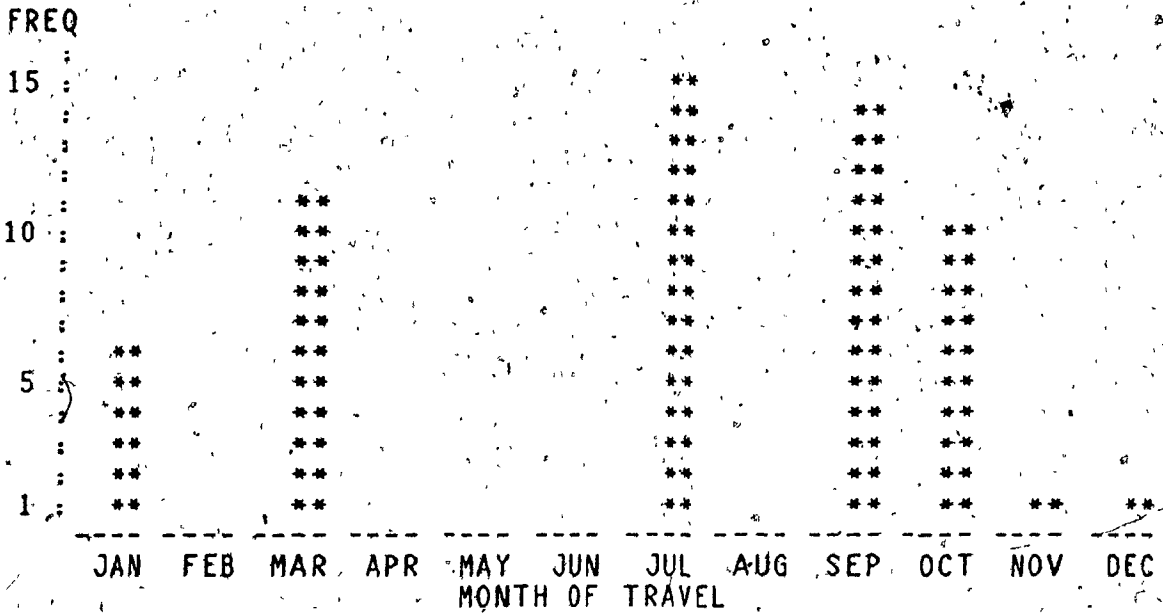
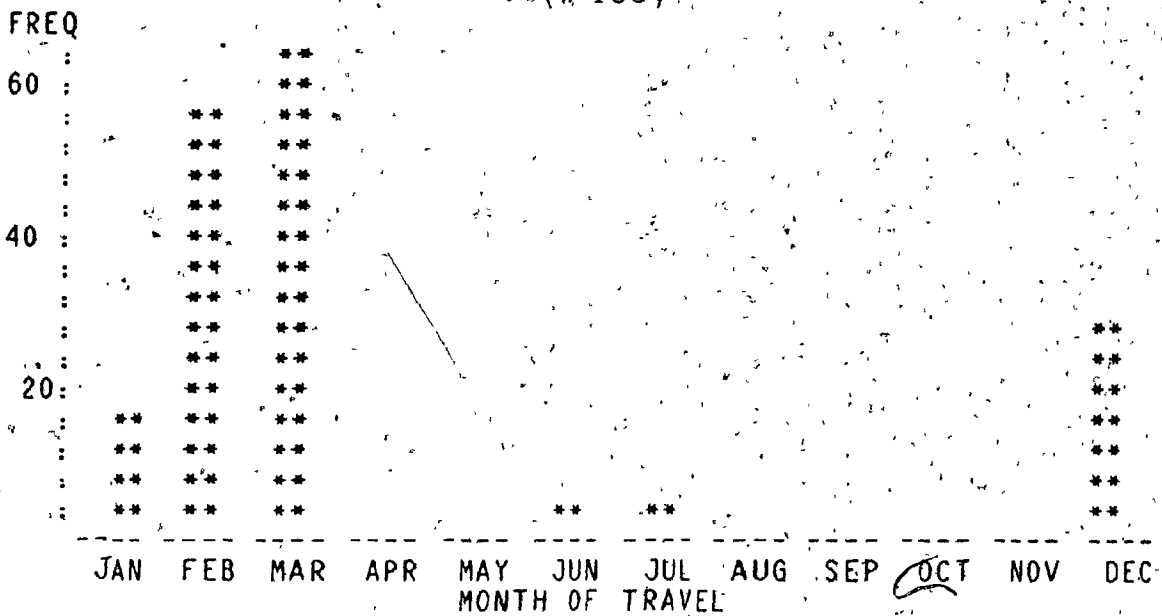


FIGURE 17

FREQUENCY OF TRAVEL BY E. HENRY IN EACH MONTH OF THE YEAR

(n=168)



#### 4. The Censitaires

The population migrating into the Upper Richelieu in the late 18th century came from two sources. One group came from the neighbouring American colonies. Loyalists or otherwise, they were mostly from New York and Vermont. The second group came from the neighboring Canadian parishes (Table 50). Continuing the settlement pattern which had been practiced for over a century, these farmers migrated outward to the next adjacent area with enough free land to support the settlement of substantial numbers of kin and parishioners in one area. In the 1820s these two founding groups were joined by Irish immigrants who established themselves among the English-speaking Americans or in new areas of settlement, rather than among the French-speaking Catholics. The residence, language and occupation of the censitaires in our data base reflects their origin and this chronology of settlement. Since the deeds of concession are the source we use to study this settlement pattern, however, we are actually looking at only the first land grantees, usually, but not necessarily the first settlers into an area. The general evolution of the population as a whole has been considered in Chapter 3.

The deed of concession gives the residence of a censitaire rather than his place of origin. The seigneurie itself therefore appears frequently, Lacolle alone 205 times (Table 50). In our "sample" areas (Table 53), this is the case for all but 5 Lacolle South censitaires. This indicates that settlement preceded land granting but does not indicate their American origin (see p.

387). In Grande Ligne Delery, there was a concentration of settlement by people from l'Acadie. In Grande Ligne Bleury, the population was more mixed, with nearby parishes cited as a residence in 20 instances and Montreal 5 times. Although this suggests that in this area settlement did not accompany land granting for all censitaires, the largest group (29) were those from the Christie seigneuries. The information provided by the deeds is therefore weak for the purpose of identifying the origin of settlers who migrated into the area from outside the country, and better for identifying the Lower Canadian parishes which contributed settlers to the Upper Richelieu Valley. What this shows quite clearly is that grants to censitaires from Lower Canada outside the Richelieu Valley were minimal (33 from Montreal and 17 from other places), and that those from l'Acadie (258) far surpassed those from the nearby parishes of Chambly (25), Saint-Luc (42), Saint-Mathias (20), Saint-Philippe (16), and St. John's (11) (Table 50). As we have suggested, this may be related to the method of land granting which gave an advantage to those in geographic proximity to the study area. The timing of the surveys which opened various parts of the seigneuries to settlement, however, must also have been important. The areas closest to l'Acadie were opened shortly after 1785 and the Petite Rivière de Montréal acted as a natural funnel into Delery at a time when Laprairie and Longueuil were filling up. None of the other parishes were as well situated in relationship to the Christie seigneuries. The Richelieu acted as a barrier to settlement from the west. On the east side, the amount of land

still available closer to the older parishes would have been a factor. The augmentation to the seigneurie of Monnoir probably acted as an "intervening obstacle" drawing settlers from Saint-Mathias in that direction. To obtain a clearer picture of local population movements, a broader scope of enquiry would be necessary.<sup>66</sup>

TABLE 53

Residence of "Sample" Area Censitaires

Residence	G.L. Delery	Lacolle South	G.L. Bleury
Chambly	--	--	2
England	--	1	--
L'Acadie	119	--	1
Laprairie	--	--	1
Missing	--	--	15
Montreal	--	1	5
Lower Can.	1	--	2
St. John's	--	--	5
St. Luc	--	--	9
St. Mathias	--	--	2
St. Philippe	3	--	--
Study Area	2	106	29
United States	--	3	--
Total:	125	111	71

One basic aspect of settlement patterns is the extent to which ethnic groups are concentrated or segregated one from the other. To study this aspect of the settlement pattern we identified the "language" of the censitaires, derived from their names. Our results show that the number of parcels granted to the French (463) and non-French groups (443 English-speaking, to which one can also add 23 unclassified)<sup>67</sup> were almost equal in number. Although this may not be the most reliable method of



obtaining information about ethnicity, the chance of error is slight in an area of new settlement where there has been little previous mixing. Mapping the location (by area of land received) of each group reveals an almost rigid division between them (Map 39). The first French censitaires established themselves in Delery and Bleury; the first English censitaires, in Lacolle and Moyan. Each group therefore had space in which to expand before a mixing of the groups would occur. Segregation in Lacolle South and Grande Ligne Delery was therefore much greater than in Grand Ligne Bleury which was settled later (Table 54).

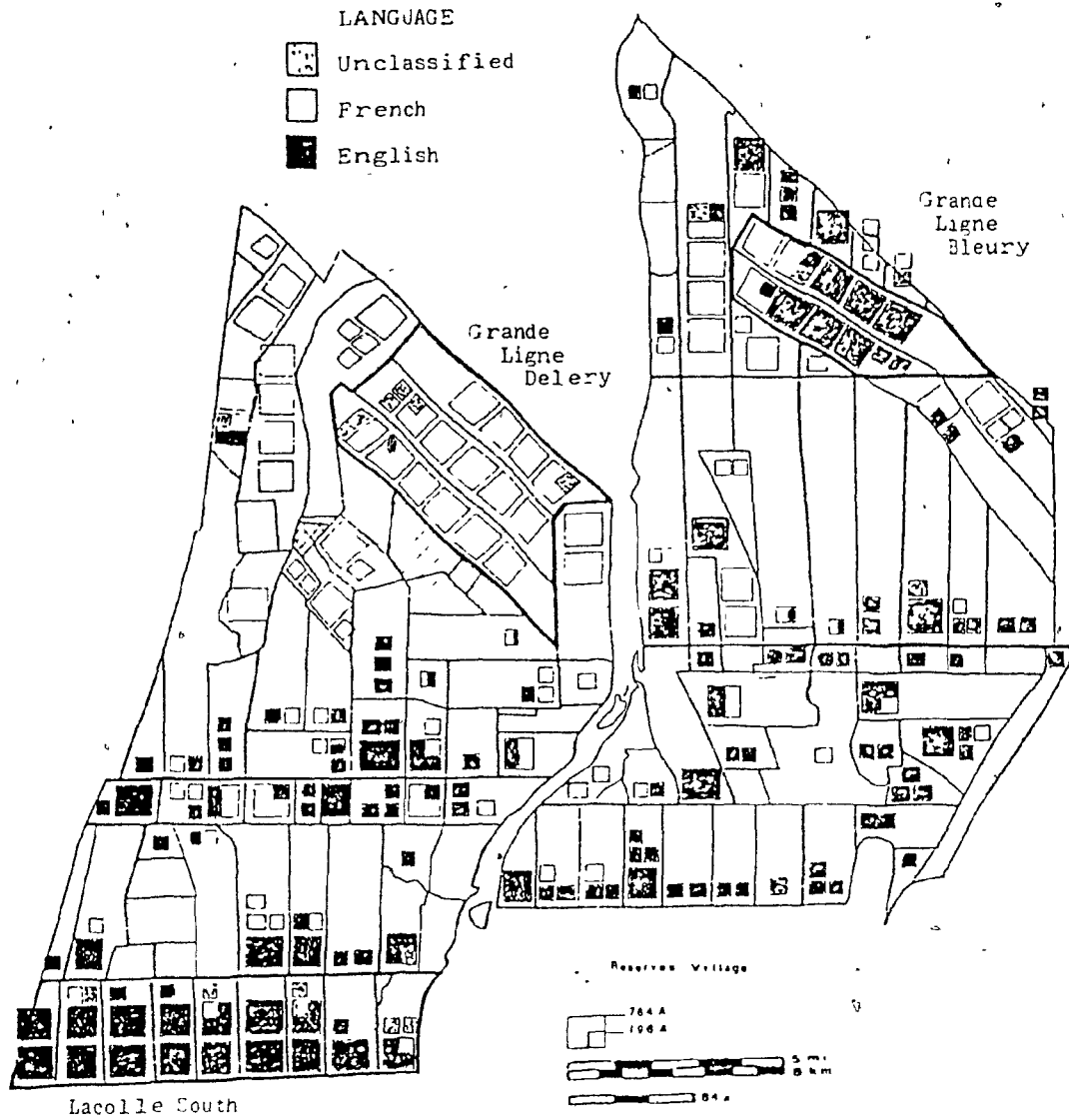
TABLE 54

Language and Ability to Sign of "Sample" Area Censitaires

	Signed		Language		
	Yes	No	French	Eng	Unkn
G.L. Delery	9	113	121	3	1
Lacolle South	88	19	3	102	7
G.L. Bleury	45	20	13	56	2
Total:	142	249	137	161	10

MAP 39

LANGUAGE DISTRIBUTION OF THE CENSITAIRES



Whether French or English, the majority of the population were farmers. For the data base as a whole, there were 503 listed as such, but the number could have been even higher, since 331 had no occupation stated. The majority was also illiterate: 497 could not sign their name, compared to 391 who could. Here, however, there was a sharp delineation between the French and the English groups: only 9% (40 out of 447) of the French censitaires could sign, usually the non-farmers, compared to 83% (346 out of 418) of the English, many of them farmers. In our "sample" areas only 25 of the English group could not sign, compared to 126 who could. For the French group, only 9 could sign, compared to 126 who could not.

In the data base as a whole, only 95 grants were to censitaires with an occupation other than farming. Their occupations are shown in Table 55. The largest group were the artisans: 5 masons, 4 blacksmiths, 3 carpenters, 3 millers and a millwright. Merchants and censitaires with status titles of "ecuyer", gentleman, and "capitaine de milice" were not important numerically, each group receiving only 12 parcels. The number of professionals was even smaller, and only one parcel was granted to a surveyor. There was no system of rewarding surveyors with land grants here, or at least not with land in the censive.<sup>68</sup> Six innkeepers received grants. Although these could be considered a commercial occupation; for a rural area such as this, we have chosen to place them as in the "service" category. Only 9 labourers or servants received grants. The remainder were made to various other persons, most of whom are not given an

TABLE 55

## Occupation of the Censitaires in the Christie Seigneuries

Classification	Occupation	Freq	Total
NO DATA		331	331
FARMERS		503	503
ARTISANS	Blacksmith	2	
	Master Blacksmith	1	
	Butcher	2	
	Carpenter (Menuisier)	4	
	Engraver	1	
	Gardener	1	
	Joiner	1	
	Mason	4	
	Master Mason	1	
	Miller	1	
	Master Miller	2	
	Millwright	1	
	Saddler	1	
	Ship Carpenter	1	
	Shoemaker	2	
	Tailor	1	
	Tanner & currier	1	
	Watchmaker	1	
	Wheelwright	1	30
COMMERCE	Merchants	12	12
LABOUR	Labourers	8	
	Servant	1	9
OTHER			19
PROFESSIONS	Doctor	1	
	Notary	1	
	Surveyor	3	5
SERVICES	Customs Clerk	1	
	Innkeepers	6	
	School Teacher	1	8
STATUS RANK	Capitaine de Milice	7	
	Ecuyer	4	
	Gentleman	1	12
TOTAL:			929

occupation but were classed according to their status--6 widows, 1 married woman, 1 female and 9 male minors. Minors and females received their grants through a guarantor--their father, husband or bondsman.

Looking at the occupational groupings in terms of their geographical location in our three sample areas, there were more censitaires with non-farm occupations in Grande Ligne Bleury than in the areas settled earlier. However, the data on occupation is particularly poor for Lacolle South, where it is given in only 31% of the cases, and there is no way to know if this could account for part of this differences. (See Table 56.)

TABLE 56

Occupation of the Censitaires in Three "Sample" Areas

Occupation:	G.L. Delery	Lacolle S.	G.L. Bleury
Farmers/Sons	77	28	46
Artisans	2	1	7
Labourers/Svts	-	-	6
Merchant/Innkeepers	2	-	1
Other	1	4	2
Known	80	35	62
% of Sample	64%	31%	87%

\*Occupation of persons receiving more than one grant are counted for each parcel if given.

## 5. The Settlement Landscape

The progression of settlement from the older seigneuries into Delery was along the edges of the Petite Rivière de Montréal. The first settlers were unaware they had crossed the seigneurial boundary, since it was not surveyed and they had received their grants from the neighbouring seigneurs of Laprairie and Longueuil. To protect his rights, Christie had to have the boundary of his seigneuries surveyed. By also surveying the censive according to a predetermined plan (p. 266), he forced the settlement pattern into this framework. The natural progression of settlement along the river was checked by the reserve for Napierville. Rather than continue as successive rangs parallel to the river, the settlement moved away from it, and along Grande Ligne, as surveyed. The two front roads along the survey line joined the settlements along the Richelieu with those along the Petite Rivière de Montréal thereby acting somewhat like side roads because of their particular orientation. The result was the familiar rang landscape, which concentrated houses along the road, especially since these were double ranges. (On the first 'Grande Ligne' the first range was in Longueuil.) As the residence of the censitaires obtaining land grants in Grande Ligne shows (Table 53), settlement along the river continued without hesitation across the seigneurial boundary. The censitaires of Grande Ligne were almost exclusively from L'Acadie (the parish of Sainte-Marguerite-de-Blairfindie), situated a few miles downstream. Since the parish also included the settled part of Delery before the establishment

of a separate parish there in 1823 (Saint-Cyprien), there is no way to distinguish between those living in the older settlements and those who had actually taken up residence within the seignury. Because some of the parcels at least were taken up for sons, sometimes while they were still minors,<sup>69</sup> the movement of the population into the area was probably a gradual but steady process. By 1831, the population of the seignury as a whole had reached 5,437 and it was the most populated of the Upper Richelieu Valley seigneuries (Table 13).

The settlers in Lacolle South, for the most part, gave their residence as Lacolle, Odelltown, or River Lacolle, depending on the time period. Only 3 censitaires gave their current residence as the United States. From general sources and loyalist land petitions, however, we know that many more came from there.<sup>70</sup> A small number were German-speaking (included in the 'unknown' category in Table 54), but on the whole the settlement was English. These early settlers formed a stable and rather homogeneous community, linked by marriage, trade and business dealings, and sometimes by a common place of origin.<sup>71</sup> The recurrence of names and family names suggests early grants were often supplemented by later ones elsewhere in the vicinity and that many families received several parcels. Family reconstruction or similar techniques would have to be used to discuss the distribution of land among the population precisely. (See also Appendix I, Table 96-98.)

When the settlers first arrived, Lacolle was a wilderness broken only by Lacolle Mill and the military road from Montreal

to the head of Lake Champlain along which the first settlers established themselves. Travelling along this road in 1808, John Lambert saw only a few solitary settlers in log huts, in a "dreary uncomfortable wilderness". Stopping at a tavern kept by a man by the name of Odell he found it a "mere log hut; but the apartments and furniture were clean, and in better condition than could be expected in such a wilderness."<sup>72</sup> Others chose to settle the higher lands in the rear of the seigneurie, located close to the small service centre of Champlain, New York (originally believed to fall in Quebec). They were the founders of Roxham. By 1812 a road from the older settlements joined Douglas corner and this settlement but as Bouchette noted on his 1815 map, it was little more than a bad footpath.<sup>73</sup> The area was also served by the road from La Tortue Mill to the township of Hemmingford, which was settled around 1800 partly by Lacolle inhabitants or their sons.<sup>74</sup> An east-west road also joined the two settlements as the interior of the seigneurie filled, but their early communications must have been via Champlain. The roads which sprang up quickly were important for economic reasons, but they also served to ease the loneliness by making visiting possible. "Under frontier conditions, visits to relatives or friends were a luxury."<sup>75</sup> By 1831 the area had progressed considerably since Bouchette described it as having roads going in every direction,<sup>76</sup> and the population of Lacolle as a whole was 2,150 (Table 13). The route from Hemmingford to Odelltown, a traverse of Lacolle South, is described by Sellar in his account of the Rebellion. Travelling a muddy road, the



troops:

pushed forward through the swampy flats, covered by a dense growth of tamarack and brush that marks the dividing-line between Hemmingford and Lacolle . . . Leaving the rocks and knolls of Roxham, with its strips of forest, a fine open country was entered . . . in front spread the beautiful flats of Beaver meadow, which were then in as high a state of cultivation as they are today. . . . the corner of the Odelltown road gained, when one of the finest landscapes on the continent burst upon the view of the wearied but excited men. . . . In front the level fields, outlined by their fences, of Odelltown and, beyond, of Caldwell's Manor, were depicted as on a map. The Hemmingford men were looking at the cradle of their township, where its pioneers had been reared, and many of whose fathers had helped to clear this fertile plain. Not a few of them, reared in the bush, for the first time saw smooth fields, free from stumps and stones. Northward the great plain, lightened at uncertain intervals by the gleam of the waters of the Richelieu, stretched until lost to view. . . . the whole section, a strip of several miles, came to be known as Odelltown. But there was no village, not even a corner-hamlet, simply a fine concession of farmers' homesteads.<sup>77</sup>

Somewhat romanticized, this description brings to mind the neat fields which would later appear in county atlases. Tradition must certainly have played a role in the creation of this settlement geography. Large farms and a crosswise division of lots produced square rather than long rectangular fields. But the social structure was also important. The first settlers were mature families, and they were able to obtain land in sufficient quantities to meet the needs of the younger generation as well as the older, especially as some received Loyalist grants in Hemmingford as well.<sup>78</sup> This meant that the first farmsteads could retain their original size for a longer time, thereby establishing the original field pattern in the landscape. Together these many factors resulted in Lacolle South's

distinctive landscape, visible even after many generations have succeeded to the original farmsteads. (Photo 3.)

The survey and the deed of concession established the judicial bounds within which the settler operated. Of themselves, however, these had no effect on the landscape. The settlement pattern--straggling village, rang, nucleated or dispersed settlement--was created by the settlement process, not the cadaster. The clearings and fences of the settlers, however, could entrench the cadaster into the landscape with a permanence which would long outlive the original property lines. In comparing the air photos (pp. 312-13) of Grande Ligne and of Lacolle South today (the area covered by each photo is indicated on Maps 18 and 19) one can see clearly the two different landscapes which emerged from our settlement areas. The differences in the cadastral pattern which we have observed (Map 38) appear to have amplified themselves over time so that Grande Ligne appears to be a typical area of long-lot settlement whereas Lacolle South exhibits a more dispersed settlement pattern. Settlement along Odelltown road, rather than at the concession boundary, remained a distinctive feature of Lacolle South, and also diminished the rectangularity of the lots. Although Grande Ligne did start off with more half-lots than Lacolle South, the field pattern was obviously the result of even further lengthwise divisions, whereas in Lacolle South these were often crosswise. We are reminded therefore, that the seigneur's administrative decisions were not made in a vacuum, but in a situation of inter-relationship with the censitaires. The landscape reflects the

seigneurial cadaster, local geography and the choices made by the early settlers. These in turn were the product of factors such as tradition, culture, and economic circumstances. Since they recreated landscapes similar to their places of origin, tradition must be recognized as having been an important factor in shaping the cultural landscape. But this is not to deny the importance of land policy or its effects on the settlement process. In particular, the flexibility of the survey system chosen made these different landscapes possible.

### III. TITLE

#### 1. Speculation:

##### 1) The Edicts of Marly

Land granting in the Christie seigneuries had many traits in common with other areas of North America, including speculation in wild lands. Defined as holding on to undeveloped lands to make a profit at a later time when land or its resources were in greater demand, speculation occurred despite safeguards against it within seigneurial tenure. A set of regulations known as the Edicts of Marly instituted by the French crown, whose policy was to encourage settlement, stipulated that the seigneur must grant rather than sell his wild lands, and that a request for such lands could not be refused.<sup>79</sup> Between 1764 and 1774, it was not clear if these regulations applied in the province of Quebec. The Proclamation of 1763 stated that the laws of England would decide the civil rights of the inhabitants. This uncertainty and the lack of enforcement were sufficient for the regulations to be ignored when it was advantageous to do so. "Many of the seigniors . . . considered themselves no longer bound by the old regulations respecting the tenure of their estates, and the granting of uncleared lands in the seigniories."<sup>80</sup> After the Quebec Act of 1774 established French laws regarding land tenure in their entirety, the Edicts of Marly were legally in force. In practice, however, the lack of enforcement had undermined these regulations, which fell into disuse.

Before 1785, the seigneur's concern regarding his Upper

Richelieu seigneuries was to obtain a few settlers who could provide the labour force required for his mill at Lacolle. He was therefore inclined to encourage settlement with favourable conditions such as the low rents charged in the deed of concession to Eliham Ayers and five others in 1766. (See Appendix II, Document 1 and p. 507.) He also took advantage of their presence to improve the value of his own lands through their efforts. They were not allowed to take adjacent grants, but had to leave one lot between them, a lot in the front of which they would have to build a road to "clear communications between themselves or neighbors". At the time of survey, Christie divided his seigneuries into censive, subdivided into individual lots for land granting, and into domains, reserved for his own use. Given the amount of land available, he was exercising discretion in the location of grants rather than refusing to grant lands. Later, censitaires asking for grants on the domain found these very difficult to obtain. The lands were granted through deeds of concession, but to obtain them a censitaire had to pay the agent a bonus, pay arrears in cens et rentes, or sign an obligation "for value received". Although new concessions should not have had arrears in cens et rentes, the seigneur could exact such a payment if the lot had been occupied previously, especially if there were improvements to indicate this. In effect these practices transformed the land grant into a sale. We have found one copy of an obligation which indicates clearly that a conceded lot was actually sold (Appendix II, Document 8). Generally, however, documentation for these quasi-

legal practices is lacking, and only the testimony and petitions of the censitaires, which could be exaggerated, survive to indicate that this was common practice. Of this type of evidence on the sale of lands by Henry, however, there are numerous examples. The following citation is in answer to Question 30 of the enquiry on seigneurial tenure:

I am informed by a person who had the means of knowing that E. Henry Esq. agent for N.C. Burton frequently made a demand and received money under pretenses of arrears of rent due previous to the occupation the land by the person wishing to obtain the same--Samuel Miller, and Silas White of Sabrevois paid twenty-five pounds each for lots on which they settled.<sup>81</sup>

A discharge or quittance for arrears was therefore required before a deed would be granted.<sup>82</sup> The censitaires of Delery cited two cases where the sum £12.10. had been paid, one of £20, and one of £83, for parcels to be granted.<sup>83</sup> Others were refused land grants because the lands were very valuable and came to the conclusion that if they had offered a "handsome bonus, the concession might have been obtained, as it had been common practice in like applications for many years past."<sup>84</sup> If the lands were sold and some censitaires prepared to pay for them, it was because they had become valuable and to grant them free to the censitaires would represent a loss of profit. Yet Henry, unlike Christie, had no interest in keeping such lands for his own use, or of restricting the timber trade in the seigneuries. (See Chapter 5.) The fastest and best way to benefit from them, therefore, was to sell them. The censitaires, although they invoked the Edicts, nonetheless contributed to the success of these practices every time they paid for a concession.

ii) Feu et Lieu, and settlement clauses

... d'y tenir feu et lieu par ledit preneur, sous l'an & jour de la date des présentes, la travailler, la cultiver & maintenir en bon état & valeur, tellement que ledits Cens & Rentes ci-dessus stipués puissent aisément s'y prendre & percevoir par chacun an; sous peine de réunion au Domaine dudit Seigneur, de plein droit.

(Appendix III, Note 7, Type E)

A far more definite stipulation against speculation was the requirement that the censitaire dwell on his land (tenir feu et lieu). Failure to do so could result in the reunion of that land to the domain. The seigneur's concern was that he be able to collect his rents. The early deeds (like the one cited above) did not clarify this point, but later deeds stipulated minimum requirements: building a house, clearing one arpent in depth by the breadth of the censive, and living on the grant personally or placing tenants on it. (See App. III, Note 7, Type I, clause 1.) The settlement clauses, which were also specified, point to some of the reasons for discouraging speculation by the censitaires. They had to allow and build all the roads the seigneur ordered and keep them in good repair; to give clearing to their neighbours; to fence and ditch in common with them; and to keep their animals from running free on the seigneur's domain or unconceded lands, although he was not liable for fencing the latter. (See clauses 2 and 3, in App. III, Note 7.) Reunion to the domain was the penalty for failure to comply. The last reunions, however, were executed by the Governor of Montreal during the period of military rule.<sup>85</sup> (The Governor, Ralph

Burton, was a friend of Christie's.) When the civil government stopped enforcing this regulation, the seigneur had to take legal action against his censitaires if he wanted to enforce this residency requirement. This could be done by suing for arrears in rent, but as we will see later, this was not as expedient as the reunion, and enforcement was lax.

During Gabriel Christie's administration, the major defense against speculation was his land-granting policy of systematic surveys, reserved domains, and location tickets used instead of immediate grants. Although only 62 copies of these were found, they seem to have been used for most grants made by Christie after 1785.<sup>86</sup> The location ticket (Appendix II, Documents 3-4) was a permission to settle on a certain lot, and a promise to grant a title deed after one or two years if the settlement duties were observed. Cutting timber, except for personal use, was forbidden. Building a house and opening the front road was required. The intention was to grant title only to those "who shall actually dwell and cultivate" their land, and Christie was to be the sole judge of whether the conditions were satisfied. The location ticket provided the opportunity to dispossess speculators without having to take legal action, but in practice, it is not certain if this was the case. Twenty or so unsigned copies of deeds of concession in the archive of Antoine Grisé and an occasional one in Henry's would seem to indicate that some censitaires did not stay long enough to ask for a deed. The time limit was not adhered to, however, and those who had location tickets from Christie were granted land by Burton. The replacement grants in Delery (Appendix 3, Note 6)



show that location tickets were treated like military scrip and transferred to third parties even though this was forbidden in their terms. Burton, therefore, did not administer them in a way that would deter speculation to a greater extent than the deed of concession itself.

This relaxation against speculation, as we saw in section II above, also applied to the size of land parcels granted. The land grants by Christie had seldom surpassed the standard lot and when they did it was usually because more than one person was expected to benefit therefrom. One of his largest grants was a location ticket for 9 lots to Joseph Odell, but it was for him and his 5 sons.<sup>87</sup> But the accumulation of large holdings did not necessarily mean speculation, as the farm of David Sawyer shows. His 560 A. consisted of a 224 A. farm for himself, a second the same size for his son Henry, and an additional 112 A. for his second son Edward, who would eventually inherit his farm.<sup>88</sup> Enough land to provide for all their children and the desire to be established close to one's family provided strong motivation to accumulate land. Acquiring several parcels together when a concession was first opened to granting was preferable; otherwise the distance between family members would be too great. Holding unused land for ones' children was a form of speculation, but one which the farm population valued. One reason given by the censitaires in 1843 for their objections to high rents was that these prevented them for keeping their wild lands until they could improve them. They were forced to sell them, or rather to give them away, since this land had little sale

value.<sup>89</sup> Thus the non-farm speculators, who could afford the rents, would later be able to sell these lands at a profit while the farmer was left with an insufficient patrimony. It was the large-scale speculation by non-farming censitaires which the farmers resented. Timber merchants were the most notorious offenders, and in 1835 McGinnis reported that many farms were neglected because the timber was being kept by speculators (see p. 564). After 1835, W.P. Christie appeared to want to end speculation and began suing for arrears, but this did not end the practice. This type of enforcement was more likely to affect the farmer-speculator who could not meet the accumulated rents than the merchant or large-scale proprietor who could pay the rents and avoid repossession if he wanted to keep the property. In practice, therefore, seigneurial tenure had very little effect on land speculation which was prevalent in the Upper Richelieu Valley as on every frontier of settlement in North America in this period.

## 2. Regulations and control clauses

### 1) Copy, Exhibition of Title, and Survey

Fournira le dit preneur, autant des présentes, en bonne forme et à ses dépens à mon dit Sr. Baillieur sous huit jours. Comme aussi, si le dit lot de terre ne se trouve point borné, le preneur le fera borner à ses frais par un Arpenteur, et en fournira Procès Verbal au Sr. Baillieur, sous un mois de cette date, à peine, etc.

(Appendix III, Note 7, Type H, 4-6.)

These clauses establish that the censitaire paid for the copies of the deed of concession and bill of survey. The deed cited above (Type H) was the only version which did not also specify that the censitaire must exhibit his title at each alienation of the lot, but this requirement would still apply. At the time of concession, the seigneur could insist on payment for the copies of the deeds before signing the grant. The surveys, with few exceptions, were conducted before the concession and at the request of the seigneur. The censitaire merely paid the cost of his copy. The exhibition of title was required for administrative purposes and to determine the amount of lods et ventes due for a transaction to which the seigneur was not a party. Since the censitaire was unlikely to volunteer payment the seigneur actually depended on the notaries who signed the deeds for this information. (See also p. 422.)

From the deeds of concession and survey documents, the seigneur created his papier terrier; with the exhibition of title, he was able to update this record of his seigneuries. Although all seigneuries had to have a record of their censitaires, the only one we have found is for Noyan, which has entries up to 1837.<sup>90</sup> The importance of the papier terrier to

the administration of a seignury is evident. When Henry delayed handing over the seignorial papers at the time of the W.P. Christie's succession, arguing that these were the property of Burton's estate, and when he kept a seignorial map, this caused concern.<sup>91</sup> To familiarize himself with the seignuries in 1835, and because of W.P. Christie's interests in schools and other such matters, McGinnis did a tour of the seignuries and asked censitaires to exhibit their title and answer a few questions. He had little success. The censitaires were "not at home" or not cooperative.<sup>92</sup> To clear up a title claim for a specific lot, the seigneur might also resort to asking for an exhibition of title.<sup>93</sup> But the exhibition of title was so closely associated with the payment of arrears in rent or of the lods et ventes that the censitaires were suspicious and reluctant to co-operate with the seigneur, even when the purpose was purely good administration.

#### ii) Mode of Payment

Le tout de Cens et Rentes Seigneuriales payable par chacun an, dont the premier payement échoira et se fera au jour de la St. Martin, onze Novembre prochain, et continuera de la en avant à pareil terme, tant et si longuement que ledit Preneur sera détenteur et propriétaire du tout ou partie de ladite terre, Néanmoins ledit Seigneur pourra changer le jour du payement ou lieu de sa recette, sur les mêmes conditions.

(App. III, Note 7, Type E, 7.)

Tradition dictated that the seignorial dues be paid on November 11--St. Martin's day--of each year. This practice was continued, but only in the sense that accounts fell due on

that day. Collection was when and where the seigneur appointed, when he did not live in his seigneuries, and at the seigneurial office in Christieville, after 1835.

### iii) Prohibition of Alienating Land to Corporations

The said grantee . . . shall not, in no case whatever, give, bequeath or alienate the said lot of land, or any part thereof, to any mort-main or community . . .

(App. III, Note 7, Type I.)

Since land held by religious communities or other corporate bodies was unlikely to be sold again, it was not in the seigneur's interests to allow land in the censive to fall into the hands of such corporate entities. This would deprive him of revenue from lods et ventes and from the opportunity to use his droit de retrait. The censitaires was therefore expressly prohibited from alienating his property to corporate bodies or "gens de mainmorte."

### iv) Privilège hypothécaire

Pour sureté du payement . . . se réserve pour mon dit Sr. Seigneur, son hypothèque privilégiée sur les susdites prémisses--et outre cela le preneur affecte et hypothèque tous ses autres biens, présents et à venir, une obligation en dérogeant à l'autre.

(App. III, Note 7, Type H, 10.)

The seigneur held a special hypothèque on the censive by customary right. Seigneurial revenues were obligations on the the censive itself (droit réel); not a personal obligation of the censitaire. Usually there was no advantage in dispossessing the censitaire for arrears because these could always be

collected from the next censitaire if not the present one. If the property was seized, the hypothèque spéciale gave the seigneur priority over commercial creditors. Under French law the mortgage was always 'une hypothèque spéciale et générale' which, as the above clause notes, meant that the creditor could seize all other assets of the debtor as well as the mortgaged property. This could be applied by the seigneur as well, which may explain why censitaires sometimes 'voluntarily' retroceded undeveloped censives which were heavily in arrears, (especially in the early period of settlement) in return for a full discharge of arrears.<sup>94</sup>

v) Acknowledgement and Declaration

Le preneur s'oblige . . . de donner et fournir, à ses dépens, une reconnaissance ou déclaration nouvelle à chaque mutation de Seigneur, par succession ou autrement.

(App. III, Note 7, Typê H, 11.)

The seigneurial revenue which accrued during the seigneur's possession of a seignury were due his estate, not the succeeding seigneur. In the Christie seigneuries the entail also applied only to the seigneuries and not to the arrears. 'For administrative purposes it was often essential to establish the exact amount of arrears outstanding, and for this purpose the censitaires were asked to sign a declaration and acknowledgement of their arrears.

In the period studied, there were three successions in the Christie seigneuries. In 1800 N.C. Burton succeeded his father, but as universal legatee he did not ask for an acknowledgement.

In 1835 W.P. Christie succeeded N.C. Burton on the basis of his father's will. The arrears in rent due the estate of N.C. Burton were governed first by his will, and secondly, by the sale of all arrears and all rights necessary for their collection to Alfred Pinsonneault (Appendix II, Document 14). There were two acknowledgements and declarations signed at this time. The first was in favour of the estate and its executors, the second in favour of A. Pinsonneault (Appendix II, Documents 10 and 12). They established the amount of the debt, and the basis of the right of the executors or their assigns to collect. One stipulation had a serious impact on the censitaires--the debt recognized therein was subject to legal interest (6%) as of the date of signing. It was also an obligation, therefore, and the arrears, after the signing of these acknowledgements, were due on demand (unless otherwise stipulated). The third succession was that of W.P. Christie in 1845. His arrears were to be collected by his executors and used to pay a host of legacies (Table 10). The deed of acknowledgement and declaration was prepared by notary Crawford, who referred to it in his account as a "notarial form of obligation of arrears of seigneurial dues." After drafting, it was submitted to council before translation and printing.<sup>95</sup> The result was the document shown in Appendix II, Document 15. Like the others it provided for the payment of legal interest from the time of signing, and carefully established the rights of the executors to act.

vi) Retrait seigneurial

In the case of sale or alienation . . . the Seigneur . . . reserves the right of redemption (ius retractum) or re-entering in possession of the whole or part so sold, by reimbursing and paying to the purchaser, his purchase money, costs and due charges.  
(App. III, Note 7, Type I, 12)

The retrait was perhaps the most important control which the seigneur maintained over the granted censive. It was included in all copies of title deeds in the Christie seigneuries. This was essential because the right was a conventional one. The systematic inclusion of this clause in 18th century deeds had given it the sanction of common usage. The procedure followed was that of the retrait féodal. The seigneur was allowed forty days after each sale of censive property to indicate his intention to exercise this right. On the ground of a non-exhibition of title however, one retrait was effected five years after a sale. (See App. II, Document 11.) The retrait was particularly important to the seigneur to acquire properties previously granted (perhaps by another administration) which he wanted to reunite to the domain as his personal property. The need for the retrait in the Christie seigneuries was minimal because he had started with empty seigneuries (or nearly so) and had reserved all important sites (for mills and villages) as a matter of policy. But the retrait was used extensively to solve the problem of overlapping boundaries in the north-west corner of Delery. (The details of this problem are given in Appendix III, Note 6.) This was exactly the kind of situation which, under other forms of tenure, deteriorated into long and



costly boundary disputes from which the parties gained little in the end. In contrast, seigneurial tenure allowed the seigneur to sort these problems out over a short period of time and without litigation. Although arbitrary, the retrait could be used to the general advantage of the censitaires; as this equitable settlement shows. W.P. Christie's use of the retrait to save the Hénryburg school-house, which was inadvertently sold to a farmer who wanted to use it as his house,<sup>96</sup> is an example of the seigneur using his rights to favor the general interest of his censitaires over those of the individual.

It was much more common, however, to associate the use of the retrait with a way to prevent frauds on the lods et ventes. According to the standard story, the censitaires always tried to defraud the seigneur by reducing the nominal value of their sales and paying part of the sale price 'under the table'. If the seigneur became aware of this difference or suspected it from the low price of the sale, he could apply his retrait and acquire the property at half its value. Henry apparently profited from this at times. As the practice was described to W.P. Christie:

Mr. Henry and other agents, find out many secrets of sales and real prices of farms sold from the wives and relatives of tenants, and in that way detect frauds of nominal prices given to the agent, by which means part of the lods et ventes is withheld. Mr. [Henry] always keeps the proposal of sales the 40 days, to try and discover any frauds; or should he find another purchaser, who will give a consideration and a higher rent, he has time to receive and pay the money to the seller, without advancing his own capital; or if the wishes to purchase it himself, he can do it.<sup>97</sup>

McGinnis's handling of a case of fraud was described by a censitaire in Delery. Dominique Boileau paid £50 for a farm, but

the deed stated only £25. When he paid the lods et ventes, the agent applied his droit de retrait, reimbursing him the £25. When Boileau admitted to having paid £50, McGinnis agreed to let him keep the farm if he paid the lods et ventes on the full price, and an additional £25 to McGinnis.<sup>98</sup> The farm therefore cost Boileau £79, of which 63% went to the vendor, and 32% went to the seigneur and his agent. The retrait was not applied often, however, and the majority of censitaires remained unaffected by it. Hence it does not figure prominently in their replies to the enquiry on seigneurial tenure. Their general resentment was directed at the lods et ventes.

### 3. Seigneurial Revenue

#### 1) Cens et Rentes

One of the most important functions of the deed of concession was the contract between seigneur and the censitaire as to the amount of revenue the former would have the right to collect on the censive granted, by virtue of his position as seigneur, and paid by the censitaire because his land was held in ignoble tenure. Falling due on November 11th or St. Martin's Day of each year, these sums were the cens and the rentes, two different payments each with their own significance but commonly treated as one so that each deed also referred to the total cens et rentes due (TCR). The English copies of deeds of concession translated these terms to that of "quit-rent" for the cens and "ground rent" for the rente, but because these convey the sense of English forms of tenure, the French terms have been retained.

The amount to be paid by the censitaire was not just a lump sum, but was always given as a rate so that, when a lot was divided, the total could be recalculated for each part. The practice in the Christie seigneuries was to charge the cens as a rate based on the frontage of the lot, for its given depth. Since the standard depth of lot in the seigneuries was 28 arpents, however, this was usually stated to be for a depth of 28 arpents or less. The cens, which was honourific and legal in nature--symbolizing the status of ignoble tenure and giving rise to the whole gamut of seigneurial rights (in particular the lods et ventes)--applied to all grants in the censive, although it might, for special grants, be reduced to a symbolic one penny. Normal grants were made at a rate of cens (RC) of 0.5 or 1.5 pence per arpent of frontage (Table 57). The rente was a conventional burden to provide the seigneur with revenue from the censive. The rate of rente (RR) was based on the total area of the lot granted. During the Christie administration, when grants were of standard lots of 112 A., this was simply stated as a total per lot, but later, a rate per Arpent area became standard (Table 57). This was more practical because the lots were not always surveyed at the time of the grant and were not always standard lots. Regardless of how it was expressed, a given property paid a certain total amount of cens et rentes annually, and was subject to the seigneur's hypothèque spéciale for the payment of that sum. Unlike personal obligations or mercantile debts, the cens et rentes and other seigneurial revenues were a charge on the property itself, not the individual proprietor.

Three aspects of the cens et rentes are considered here. First, we look at the rates themselves and the extent and timing of increases, as established by our deed of concession data base. Second, we are interested in the total amount of revenue to which the seigneur was entitled per year. If our data base had been complete, we could have calculated this as a time series, but we did not think the data warranted this treatment. Instead, we have examined the maximum total revenue from cens et rentes, as stated in the Cadastre abrégés of the seigneuries. Third, we would like to know how much revenue the seigneur actually collected each year, and how much of the amount fell into arrears. The problem of collection and arrears, which applies to both the lods et ventes and the cens et rentes, will be treated together in sections 4 and 5 below.

Before examining the data from our deeds of concessions, we hypothesized, on the basis of the general literature on the subject, that the cens et rentes in our seigneuries would increase progressively over time, reaching their highest levels only once land had become scarce. But the distribution of the land granting in time (Figure 7) did not lend itself to such a gradual progression. Instead we have a step-like climb which was surprisingly short. To compare the cens et rentes over time, we have chosen to use a rate in pence per Arpents (d./A.) calculated from the cens et rentes and expressed for convenience (avoiding unwieldy decimals and inaccurate rounding) as pence per 112 Arpents (or one standard lot). In a manner similar to the types of deeds, several rates were standard for our sample and the majority of cases fall into these categories. Because this is a

calculated figure, however, slight variations can occur which were the result not of a different rate having been applied, but of an irregular lot size or shape. Thus, there was a shadow effect around each of the standard rates. Figure 18 summarizes our data as a whole. In general terms we can speak of high, average, and low rates of rent. Adding the element of time shows that low rents corresponded to the period of Christie's administration, and that the average and the high rates were found from 1801 on. (Table 58.) Before 1788, the rate remained below 296 d./112 A.; from 1790 to 1800, the most common and highest rate was 394 d./ 112 A. From 1801, average rents prevailed. During Napier Christie Burton's administration, the rate of 506 d./112 A. was the most common but high rents of 674 d./112 A. were also introduced. The highest standard rate of 678 d./112 A. was introduced in 1817. After that year, the land grants were more likely to be made at the average rate of 510 d./112 A. than at 506 d./112 A. (The difference in these two sets of rates was caused by the introduction of a slightly higher cents. See Table 57.) Rents therefore reached their maximum level in four time steps. Since our sample contains only 4 deeds at the first level, and 101 at the second, compared to 265 at the third, and 559 at the fourth, it is hardly surprising that the mean rate of rent for our data base is 501.6 d./ 112 A. or 4.479 d./A. The progression in time of these increases, however, is of greater significance than the frequency distribution of the data. Our hypothesis is not confirmed. The rates of rent increased, not after land became scarce, but before it was granted in any

significantly large quantities.

The deeds of concession granted before 1790 at rates of rent below 394 d./112 A. fell chronologically at the end of a long period of extremely slow settlement in the Upper Richelieu Valley. During that period (1764-1785), Christie had maintained much the same rates of cens et rentes as had been common before 1764. The concession to Eliham Ayers and others (Appendix II, Document 1) was similar to developmental leases found in other colonies, giving a remission or low rate of cens et rentes the first years after settlement followed by a progressive increase.<sup>99</sup> In a 1768 grant in Noyan, Christie and Campbell charged only 217 d./112 A.<sup>100</sup> A concession to Robert Scott, an early prototype of the Christie deeds<sup>o</sup> (Appendix II, Document 2), charged 146 d. and 6 bushels of wheat per 112 A.<sup>101</sup> At 296 d./112 A. the rates before 1790 represented only a small increase in cens et rentes. If the number of deeds located at these low rates of cens et rentes were so few in our data base, it is partly because many of the early settlers abandoned their lots which were later reconceded at a higher rate of rent; and, in these cases, we kept only the later deeds (p. 269). Also, the chances of retrieval were less than for the highly concentrated deeds of subsequent administrations. But even in small numbers, they show that the first increase in rents came, not in 1764 or at the time the seigneuries were purchased by an English seigneur, but at the time of the Loyalist migrations, when land became more of a commodity than before.

TABLE 57

Five Standard Total Cens et Rentes in the Christie Seigneuries,  
As expressed in the Deed of Concession and in a Rate / 112 A.

(A) TCR/112 A.	(B) RC/a.	(C) RR/112 A.	(D) TR/112 A.	(E) TCR/112 A.
296	1 sol		29 l. 8 s. <sup>a</sup>	£ 1. 4. 8
394	1 sol		39 l. 4 s.	1.12.10
506	1 sol	9 sol		2. 2. 2
506	0.5 d.	4.5 d.		2. 2. 2
510	1.5 d.	4.5 d.		2. 2. 6
674	0.5 d.	6 d.		2.16. 2
678	1.5 d.	6 d.		2.16. 6

NOTE: (A) is the calculated rate per 112 A. used for comparison. (B) to (E) are the values or rates given in the deeds of concession. Some deeds gave values in both £ Halifax (cours actuel) and in livres tournois (anciens cours), or the cens in one and the rentes in the other. The total rentes (D) was used only in the Christie Deeds with standard lot sizes. See specimen deeds in Appendix III, Note 7 for examples. When rates were clearly indicated, the TCR/112 A. rate of comparison was simply assigned its appropriate value. Otherwise it was calculated from the rates or totals given based on the area and frontage of the lot.

<sup>a</sup> A series of deeds at this rate were signed by Foucher in April of 1788. Two different forms were used which were identical, except that in one the amount of "vingt-neuf Livres huit Sols Tournois" was printed in the deed. The other, where it was blank, was used for the concession of more than one lot, where this amount had to be changed. (See App. III, Note 7, Type A.) This rate was therefore standard, even if not numerous in our data base.

TABLE 58

Annual Frequency Distribution of the Cens et Rentes Charged in the Christie Seigneries in Pence per 112 A.

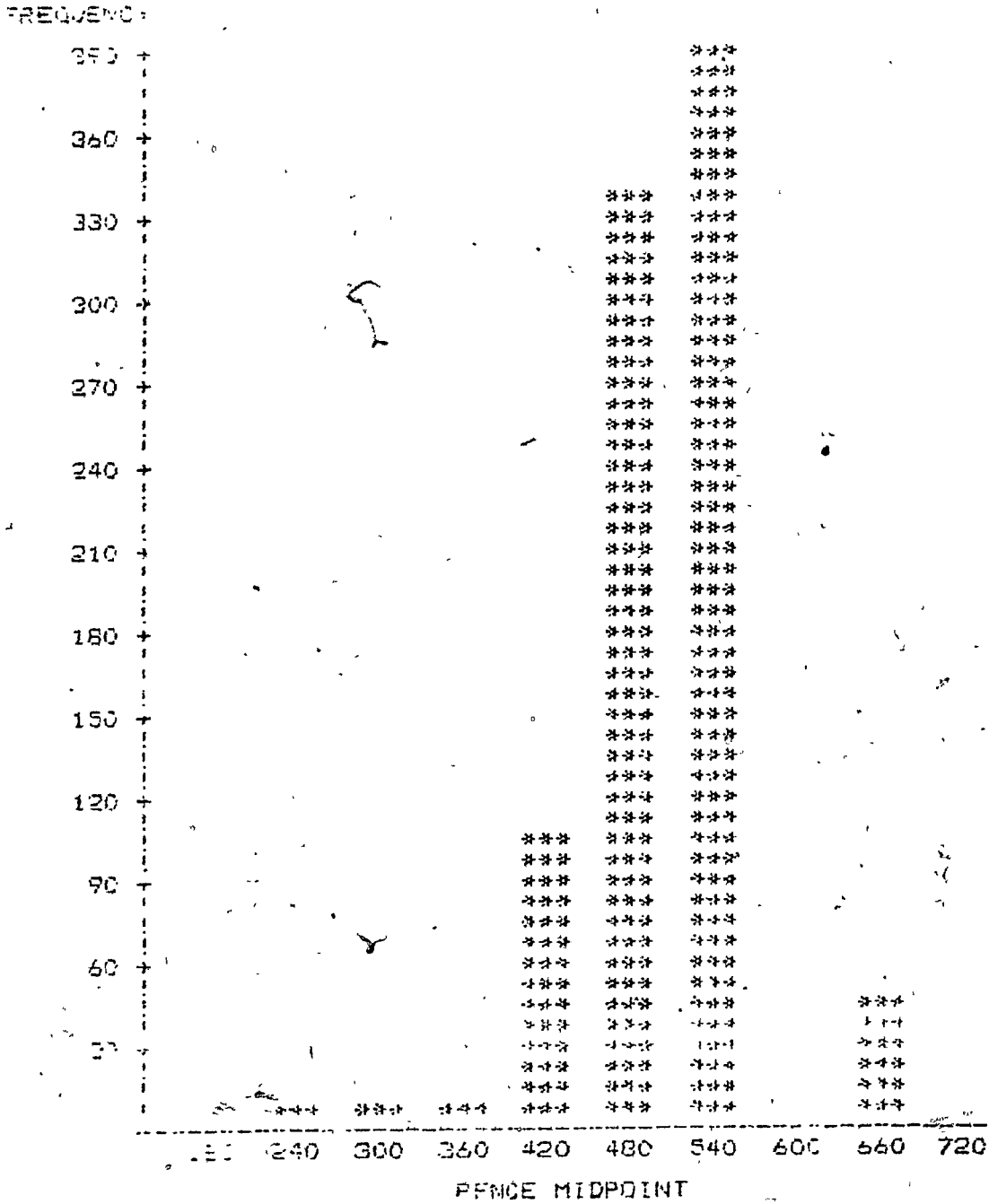
YEAR	<394	394-400	401-500	501-506	507-512	513-668	669-674	675-678	679+	No. Data	TOTAL
1785		2									2
1787		1									1
1788		1									1
1790		1	12								13
1791		1	2								3
1792			12								12
1794			3						2		14
1796			5								5
1797		2	47							4	53
1798			10								10
1800			8								10
1801		1		1	129	61	2	1		14	209
1802					5	3				1	9
1805					1						1
1806					2						2
1807					1						1
1815					9						9
1816			1		15	14	2			3	34
1817					6			1			7
1818				1	2	21	4	4	1	1	33
1819				1	10	53	4	3	3	1	75
1820		1		2	6	45	12	0	1		67
1821				1	1	26	1	3	0	3	35
1822						29	3	8	0	0	44
1823				1	1	30	5	3	6	0	48
1824				1		7	1				9
1825						15					15
1826						16	1	0	0	0	17
1827				1		6	1	0	0	0	8
1828				2		5					7
1829						8		1	1	1	11
1830				2		3					5
1831		1		1		3	1			2	8
1832						3	1				6
1833						2					2
1834						3					3
1835						1			1		2
1836				2		21	3	3	3	3	35
1837						1			1		2
1838						1					1
1839						1					1
1840											0
1841						3					3
1842							2				2
1843				7		2	6				15
1844						1					1
1845						2				1	3
1846			1			2			1		4
1847						1					1
1848						1					1
1849						3					3
1853						3				1	4
TOTAL:	11	100	9	257	411	49	23	15	9	45	929



FIGURE 18

TOTAL FREQUENCY DISTRIBUTION OF THE CENS ET RENTES IN  
 THE CHRISTIE SEIGNEURIES IN PENCE PER 112 ARPENTS  
 (n=884)

FREQUENCY BAR CHART



A more serious consequence of the problem of documentation for the period before 1800 is that the uniformity of our data may not be representative, reflecting as it does the high proportion of deeds from Lacolle, which were granted at the maximum rent proposed in the location tickets (Appendix II, Document 3), and a relative absence of other deeds. Just as Christie used many different types of deed forms, however, he also seems to have charged many different rates of cens et rentes. A calculation of rates in 54 lots in the first concession Sabrevois from a listing of arrears<sup>102</sup> gives the result shown in Table 59. Unlike the period after 1801 when the deeds were extremely standardized, the grants in the period before 1800 were not as rigidly cast into one mold.

TABLE 59

Calculated Rates of Rent in the first Concession Sabrevois

Rent in d./112 A.	Number of Parcels
252	1
361	4
380	1
406	7
420	6
430	1
456	3
468	5
479	4
498	1
510	21

SOURCE: Appendix I, Table 99.

The standard average rents of 506 and 510 d./112 A. require little comment. In all, 668 deeds fell into one of these two categories. Those which were close to these rates may have represented different rates, but more likely, they represented irregular lots to which the application of the standard rates did not calculate to these exact amounts. The 38 deeds at a high rate of cens et rentes were a different matter. In our data base, this standard rate was consistently applied (with 2 exceptions) in the grants on the concessions called the domain in Lacolle. Our data for the domain is particularly poor, and we cannot make any definitive statements based on this source alone. However, in the 1831 manuscript census it is noted that the rate of rents in the seigneurie was 4.5 d./A. on the censive and 6 d./A. (equal to 674 or 678 d./112 A.) on the domain, which confirms our evidence. Since this rate appeared as early as 1801, and was scattered in time, it cannot be explained as an increase caused by scarcity as granting progressed. The idea of selective higher rents in certain parts of the seigneurie (or at random), rather than an increase over time, must therefore be entertained. This is a refinement at the micro-level of the regional tendency to higher rents in certain parts of the province.<sup>103</sup> Since these higher rates were applied while lower rents were available, the censitaires who took up these grants must have shared the seigneur's evaluation that the land parcels in question were more valuable than others. This suggests that the market value--related to the standing timber found thereon-- was the basis of the evaluation. For those planning to settle and farm a lot, concessions with higher than normal rates of rent would not have

been a rational choice.

We would like to know the annual revenue to which the seigneur was entitled each year. This could be calculated from the deeds of concession, if the our data on these was complete, but it would be complicated by the number of retrocessions, abandoned lots, and changing values for rents where grants succeed each other for the same parcel. In setting up our data base, we became very aware that although only one deed of concession can, in theory, exist for any one parcel of land, in actual practice one parcel could be granted several times, and from one to the other, title conditions could change. These were not the "titre nouvel" sometimes found in other seigneuries, but simple duplications in granting evidently caused by abandonment and retrocessions. Each lot has its own history and the tracing of individual lots through time, a long and difficult task, might well be rewarding but in other contexts. To obtain the total revenue due from rents, we therefore turned to the Cadastres abrégés. Even with this source, which appears to have been a very precise and accurate accounting of the rents payable, we find we must introduce a note of caution. The rates of rent cited for the first concession in Sabrevois (Table 59) were calculated from a list of arrears and represent the rent being collected in the 1840s. In the Cadastre of the seigneurie of Sabrevois, the lots of the first concession all appear as paying a standard rent of 4.5 d./A. Evidently, the establishment of the an official cadaster provided the opportunity for a certain amount of 'standardization' in the value of the cens et rentes.

The values given in the Cadastres can therefore not simply be transposed backward in time. Were there other seigneuries where this was done? Perhaps. It was to the advantage of the seigneur to maximize the amount of rents in his seigneuries, since in the commutation of tenure, a few pence could make a considerable difference in the capital value to be paid to extinguish the commuted rents. A lot paying 252 d./112 A. (the lowest value in Table 59 above) would have a capital value of only £17 compared to £27 for that of 394, £35 for that of 510 and £47 for that of 674. A small difference in the annual payment was of much greater importance at the time of commutation.

These precautions aside, the Cadastres remain our principal source of data on rents and lods et ventes for the seigneuries as a whole. From the Cadastres, we find that the average cens et rentes paid in the farmland censive was consistent throughout the seigneuries, at a rate of 4.43 d./A. (Table 60). Slightly lower rates for Delery and Lacolle confirm that our data base correctly reflects the earlier granting of these two seigneuries, and the consequent greater proportion of lower rents. There were two important factors affecting the annual revenue of each seigneurie: the village censive and size. Size alone placed Delery in a different revenue bracket than the others. Bleury was much smaller than the other seigneuries, and despite its sizeable revenue from the village of Christeville, did not command the same level of revenue as the others. A comparison of the cens et rentes paid by the three village censives shows that the variation from village to village was considerable. The small village of Henryville (129 A.) paid only £1 for a lot of 4 A., a

rate of 58 d./A., and contributed only £31 to the seigneur's annual revenue. Christieville, combining a large area (539 A.) and an average rate of 92.6 d./A., contributed almost half of Bleury's revenue. Napierville contributed only £99 despite its 287 A. area, because its average rate was only 82.9 d./A. The maximum annual revenue from one seigneurly ranged from £666 in Bleury to £1,269 in Delery. No wonder Mary Christie Burton found that her collections in Noyan did not compare favorably with those in Delery!<sup>104</sup> The figures shown in Table 60 represent the maximum revenue the seigneur would have the right to collect when the land was completely granted. As we have seen, most of the land was already granted in 1824. Revenue from rents would have been substantially lower than this, primarily before 1817. The average annual revenue due W.P. Christie during seven years of his administration (1835-1842?) was only slightly less than the maximum amount (Table 61).

TABLE 60  
Total Cens et Rentes Payable in the Christie Seigneuries  
From the Cadastres abrégés

Seigneurie :	<u>Cens et Rentes</u>				Average in d/A. <sup>a</sup>		
	Total in £			Total :	Farm	Village	Total
	Farmland	Village	Other				
Bleury :	449	208	9	666 :	4.50	92.6	6.38
Sabrevois :	777	-	0	777 :	4.55	--	4.55
Noyan :	735	31	0	766 :	4.53	58.2	4.71
Delery :	1170	99	0	1269 :	4.40	82.9	4.68
Lacolle :	841	-	8	849 :	4.26	--	4.26
Total :	3972	338	15	4328 :	4.43	85.0	4.74

SOURCE: Calculated from the Cadastres abrégés.

<sup>a</sup> The area used to calculate this average rate of cens et rentes is the cadastral area of the censive taken from Table 39, p. 254.

TABLE 61  
Annual Revenue from Cens et Rentes and Lods et Ventes During a  
Seven Year Period of W.P. Christie's Administration  
and the Area of Land Conceded but not Settled

Seigneurie :	Area in A. Not Settled	No. Sales	Average Revenue in £	
			Lods	<u>Cens et Rentes</u>
Bleury :	600	195	1034	593
Sabrevois :	5000	93	606	702
Noyan :	1000	94	604	667
Delery :	2000	208	1428	1257
Lacolle :	3400	65	378	786
Total :	12,000	655	4050	4005

SOURCE: Pièces et documents relatifs à la tenure seigneuriale,  
No. 121.

fi) Lods et Ventés

The lods et ventes were a mutation fee charged on censive properties when they were alienated outside the direct line of inheritance. The twelfth penny or 8.3% of the purchase price charged was paid by the purchaser who was not officially recognized as a proprietor by the seigneur unless he exhibited his title and paid the lods et ventes. He had twenty days to do so according to his title deed, but like rents, the lods et ventes were often allowed to accumulate in arrears. The amount of the lods et ventes collected would increase as the seigneurie was settled, since this would add to the value of the properties sold. An empty village lot, for example, sold for around £5 whereas the value of non-residential lots varied from £250 to over £2,000, and an average farm probably sold for about £150 in the 1840s.<sup>105</sup> Inevitably, many properties were sold, each with profit to the seigneur. Unlike the cens et rentes which might be viewed as a legitimate ground rent, the lods et ventes blatantly reminded the censitaires that the seigneur appropriated a share of all their efforts--through no effort on his part. As the 19th century progressed and land mobility increased, the lods et ventes became a very lucrative source of revenue for the seigneur, breathing new life even into the older settled seigneuries where the rents had been low, but they also became an increasingly intolerable charge to the censitaires. Since he collected on each land alienation, the seigneur did not have an interest to maintain any



one censitaire on his land or any reason to be concerned over the increasing indebtedness and land mobility, to which he contributed by forcing sales for arrears. (See sec. 5 below.)

The amount of revenue from lods et ventes to which the seigneur was entitled fluctuated with the value and number of censive alienations by sale, exchange or their equivalent. The seigneur was supposedly as anxious to collect as the censitaire was anxious to avoid paying this burden. But in acquiring land, it was necessary to have a proper title and these transactions were notarized. The seigneur could therefore obtain the required information from the notaries. When McGinnis began his administration he simply wrote to all the notaries in the area and asked for an extract of each deed subject to lods et ventes signed for the Christie seigneuries after January 2, 1835.<sup>106</sup> With these extracts, his records were brought up to date and from then on he kept careful accounts of all such matters. It seems unlikely that many transactions escaped his bookkeeping. The average annual revenue due from the lods et ventes during this administration was high, equal to and greater than the amount from rents (Table 61). Delery and Bleury, areas which had a high concentration of French Canadian censitaires and which were heavily implicated in the Rebellions, had a particularly high land mobility with approximately 200 transactions each compared to only 65 in Lacolle. In section 4 below the links between these related phenomena are explored in greater detail.

For the period from 1845-1854, the average revenue from the lods et ventes was calculated from the amount of indemnity to

which the seigneur was entitled, as recorded in the Cadastres abrégés (Table 62). To determine the amount of indemnity due, the commissioners asked for a complete listing of all sales (or their equivalent) for villages and farms in each seigneurie for the period of ten years before 1854. From this list the annual average of the lods et ventes for that seigneurie was determined. The indemnity was the capitalized value of that amount, based on a 6% interest rate. In Table 62, columns (A)-(C) list the value of the indemnity to be paid for each seigneurie, as published in the Cadastres (converting \$ to £, at a ratio of 4:1). For the seigneurie of Bleury, the actual data from which this figure was calculated is also available.<sup>107</sup> The 374 sales in Bleury and the 260 sales in Christieville over the 10-year period resulted in a total revenue for the seigneur of £3,636 of which £920 was from Christieville and £2,716 was from Bleury, producing the annual averages shown in columns (D) to (F). For the other seigneuries, these averages were calculated from the indemnity paid. Delery, in part at least because of its size, generated the greatest revenue from lods et ventes--£599 per year--Lacolle the lowest--£289. In Bleury, where we also have the number of sales, the farm sales (£32,605) averaged £87 each, and the village sales (£11,044) averaged £42 each. The sale value of each property, however, ranged considerably. A frequency distribution table of the actual values of the sales, taken from the original list, is given in Table 63. From 1845-1854, the lods et ventes would therefore add an average of £2,088 to the seigneur's annual revenue. This was only half the amount indicated for the

previous period. The decline is especially evident in Delery and Bleury. This rise and fall in land mobility reflects the changes in the global economy which suffered a severe depression in 1837 and only slowly recovered in the 1840s.<sup>108</sup> The depression had many victims large and small in all parts of North America. Contracting credit in the metropolitan market spread down the chain of commercial links to the local level. Seigneurial credit in the form of debts, under normal circumstances, might not be affected by these commercial fluctuations. The seigneurial arrears, as long as the seigneur did not sue (an uncommon occurrence before 1840), could simply wait until a better year, a better crop, or better still--the next proprietor. But by the 1840s, the seigneur would no longer be satisfied by these traditional payment practices. Local circumstances, particularly the succession of 1835, meant that seigneurial credit contracted in this period. Combined with crop failures and a greater inability to pay, this contraction in credit disrupted the local economy and indirectly at least, contributed to the outbreak of violence in 1837-38 and to a period of high land mobility. It is the contradiction of seigneurial tenure that hard times and increasing mobility meant greater revenue for the seigneur.

TABLE 62

Average Annual Revenue from Lods et Ventes for 1845-1854  
in £ Calculated from the Value of Indemnification  
given in the Cadastres abrégés of 1857.

Seigneurie	Indemnification			Average Annual Revenue		
	Farm	Village	Total	Farm	Village	Total
	(A)	(B)	(C)	(D)	(E)	(F)
Bleury	4,517	1501	6,018	271 <sup>a</sup>	90 <sup>a</sup>	361
Sabrevois	...	...	7,633	...	...	458
Noyan	...	...	6,348	...	...	381
Delery	9,125	856	9,981	548	51	599
Lacolle	4,484	334	4,818	269	20 <sup>b</sup>	289
Total:	18,126	2691	34,798	1088	161	2,088

SOURCE: Cadastres abrégés; MGS F99.9, 6.

<sup>a</sup> The division into farm and village values is from the list with the seigneurial papers. The total in the manuscript and that published correspond.

TABLE 63

Frequency Distribution of the Value of Sales in Bleury, 1845-54

Value of the Sale in £	Frequency	
	Christieville	Bleury (Farm)
10 or less	59	25
11 - 25	94	50
26 - 50	58	81
51 - 75	22	48
76 - 100	12	47
101 - 200	8	97
201 - 300	2	22
301 - 400	3	1
401 - 500	-	3
500 or more	2	-
Total:	260	374

SOURCE: PAC, MGS F99.9, 6.

Although we do not know the fluctuating annual dues owing in the Christie seigneuries, we do know that from 1835 on the total revenue from the censive was approximately £6,000 to £8,000 annually. The average revenue from both cens et rentes and from lods et ventes (for 1845-1854) summarized in Table 64 was £6,416. If it had been equally divided between the seigneuries would have represented £1,283 each. Except for Delery which paid an average of £1,868, the other seigneuries were remarkably close to this average. These figures represent the book value of the seigneuries in 1854 and stand in sharp contrast to the situation in 1764 (when they were purchased by G. Christie) when the censive produced no revenue. To say that this revenue was due annually, however, does not mean that this amount was actually collected each year. Any discussion of seigneurial revenue would not be complete without a consideration of the problem of its collection as well as the amount to which the seigneur was entitled.

TABLE 64

Maximum Annual Seigneurial Revenue from Lods et Ventés  
and Cens et Rentes in the Christie Seigneuries, 1854

Seigneurie :	LODS ET VENTES :		CENS ET RENTES :		TOTAL (100%).
	£	%	£	%	
Bléury :	361	35	666	65	1,027
Sabrevois :	458	37	777	63	1,235
Noyan :	381	34	735	66	1,116
Dejery :	599	32	1269	68	1,868
Lacolle :	289	26	849	74	1,140
Total :	2,088	33	4,328	67	6,416

SOURCE: Calculated from the values in the Cadastres abrégés.

### iii) The corvée

Pareillement une journée de corvée à la demande de mon dit Sieur Seigneur Bailleur, par chacun an, fournir un harnois, charette & traine atelée de deux chevaux ou boeufs, ou trois journées d'hommes à la place; avec le droit de l'exiger en argent, à raison d'une Piastre d'Espagne aux lieu des dits harnois, &c. ou journée de corvée. Le tout au choix du Sieur Seigneur, pour chaque Terre de cent douze arpens en superficie, ou en proportion pour plus ou moins.

(Appendix III, Note 7, Type C.)

Because of a the severe shortage of labour in the colony, the corvée, although very unpopular, was introduced into some deeds of concession. In the Christie seigneuries, our summary of deed types (Appendix III, Note 7) shows that only three of the standard forms included this clause, but this nonetheless resulted in 106 deeds with that provision. Christie may have impressed labour for the construction of the mill at Lacolle, but, based on his practices in Lachenaie, it is more

likely that he paid wages instead. The option to convert the corvée into a money payment of one Spanish dollar, equal to 5 shillings (60 d./112 A.), remained in force even when the corvée had been dropped from the other deeds of concession. ✓ Although the distinction would always have to be made in law, in practice, this amount was probably simply collected as part of the cens et rentes. The case of N.C. Burton vs Lamoureux (see p. 430) clearly specified that the arrears were for the cens et rentes and the money equivalent of the corvée. In the Christie seigneuries, therefore, the corvée falls logically into a discussion of revenue collected rather than in the category of personal servitudes, where in the legal sense, it belongs.

#### 4. Seignorial Arrears

The seigneur's title rights established the amount of revenue to which he was entitled from the censive. But censitaires did not readily pay their rents and dues if the seigneur did not insist. Since the Christie seigneurs visited their seigneuries only infrequently before 1835, it was even easier to let arrears accumulate. The small number of settlers during Christie's administration were not pressed for payment. His inventory after death mentioned only that an unspecified amount of seignorial arrears were outstanding. 109

Under N.C. Burton, administrative procedures changed only slightly. Edme Henry collected revenue for Burton on his trips into the seigneuries and appointed Lanctôt at L'Acadie to receive payments in his stead. But even L'Acadie was at some distance from the censitaires, and arrears accumulated. The record-

keeping was minimal. When a censitaire did pay his cens et rentes, he was given a receipt (quittance) which consisted of a small slip of paper on which Henry acknowledged that these were paid to a certain year. A copy of such a slip can be found in Appendix II, Document 9. The censitaires would later have reason to complain of this practice. Henry did not keep an accurate record of the rents paid and remaining in arrears; instead the censitaires were asked to produce their receipts and without them were charged arrears to the last receipt produced, or the deed of concession. When Henry was succeeded by Alfred Pinsoneault in the matter of revenue collection (see p. 431) the censitaires claimed that a much greater sum was being claimed than was due for this very reason:

Since which the said Alfred Pinsoneault has sued a great part of the Censitaires and caused bonds, with interest, to be taken from the majority of the said Censitaires, a great part of whom owed only a quarter of the sum demanded, because Mr. Henry did not keep his accounts in good order, and because in place of giving proper acquittances he gave only scraps of paper which were lost; this has been the cause of a great part of the Censitaires being obliged to leave the country or be turned out into the road, because they can never discharge these arrears. 110

If Henry did keep books, we have not found them. The arrears due at the end of the period of his administration, however indicate that collection of revenue was far less than the amount owing. When N.C. Burton died in 1835 and the seigneuries passed over to W.P. Christie, the executors of N.C. Burton's estate (Henry being the only one in Canada) asked for a declaration and acknowledgment from the censitaires. (See Appendix II, Document 10.) Many



of them refused to comply, however, on the basis that the estate could not collect when it was no longer seigneur. The estate's right to demand an examination of title and payment in full (that is of all cens et rentes due since the deed of concession) if receipts could not be produced, was contested legally, in the case of Hamilton et al vs. Lamoureux.<sup>111</sup> Lamoureux was condemned to pay twenty-four years of cens et rentes and corvée. But even passive resistance to signing the acknowledgements and to the payment of arrears could make it much more difficult for the executors to collect. Because of this, they were persuaded to accept Henry's recommendation that the arrears be sold to a third party, at a discount. On December 27, 1839, a private agreement was signed with Alfred Pinsoneault (see p. 63) who obtained all rights to N.C. Burton's arrears in seigneurial dues for the sum of £2,221. (See Appendix III, Document 14.) One censitaire's view of this sale was as follows:

Another trick was this: Mr. Henry sent his grand-son, Alfred Pinsoneault, to England, for the purpose of imposing upon the heirs of the late General Christie [Burton], giving them to understand that the arrears of their seigneuries were worth very little, inasmuch as the greater part of the censitaires were unable to pay them, so that they sold them to him, or rather gave them, so to say, for he gave almost nothing for these arrears.<sup>112</sup>

This period was one of general agitation against seigneurial tenure throughout the province, and a commission of enquiry was appointed to look into the complaints of the censitaires in 1843. The censitaires from the Christie seigneuries were among the most vocal, protesting the many abuses imposed upon them during Henry's administration, and by the attempts to collect arrears

since.<sup>113</sup> These were not their first protests against high rents and so on, but while Henry had remained agent, censitaires were more likely to keep their opposition as muted as possible. In 1832, when the assembly had been looking for witness to give evidence before a committee assigned to look at the petition from Lacolle and Noyan complaining of high rents, the member for l'Acadie, Robert Hoyle thought that Joseph Whitman would certainly be "one of the most proper persons to attend . . . ." His name had been suggested by "his old friend & acquaintance, Capt. Archambeault, one of the members of the said Committee." But Hoyle added, "Give my best respects to him, and talk with him on the subject, and write me--let it be rather confidential for I should regret, to provoke or offend Mr Henry the agent, unnecessarily, by saying much publickly.--I am doing all I can, in a very quiet way for my friends."<sup>114</sup> Once Henry was no longer agent, however, it was much easier to criticize his practices. In as much as practices such as Henry's were fairly common, they helped discredit seigneurial tenure and provide legitimization for a scheme of commutation.

As for Pinsoneault's actions, it seems the censitaires simply refused to acknowledge his right to act until this was proved in law. Until a judicial decision was reached, his efforts at collection remained subdued. In 1846, however, the doubt as to his rights no longer existed and a parchment copy of the agreement signed in 1839 was deposited in the archive of I. J. Gibb of Montreal (April 17), where any skeptics could satisfy themselves as to the authenticity of his rights. In 1847 the

efforts at collection were renewed and a second acknowledgement and obligation exacted from the censitaires, this one in favour of A. Pinsoneault, and like the first, bearing interest at 6%. (See Appendix II, Document 12.) This second series was more complete than the first, Pinsoneault now having full legal sanction. The notary A.L. Moreau acted as the depositor of these acknowledgements, and of a large number of the corresponding quittances in the years between 1847 and 1850.<sup>115</sup> The major deficiency of this data for our purposes is that it does not distinguish between arrears accrued for cens et rentes and those owing for lods et ventes. We have decided that examining all the approximately 850 obligations signed would be too lengthy a process for the limited information it would provide, but we examined the first fifty in the series, to get some idea of whether many of the censitaires were in fact owing the large sums, (from £50-£60) Dr. Côté's testimony to the Standing Committee on Land and Seignorial Rights in 1836 claimed. Bearing interest, these would be their ruin.<sup>116</sup>

The results of this brief survey are shown in Table 65. The average amount in arrears for these censitaires, £18, would represent 11 years of arrears if the average size of holdings was 84 A. The censitaires were about equally divided between those owing less than £10, those owing from £11 to £20, and those owing £21 or more. Two censitaires owed over £50. One of these was Traver VanVliet, who was charged with arrears to 1813. The VanVliets of Lacolle were not speculators who had left their lands unimproved, but a long-established family (p. 193, 244). Evidently they were unable to find the receipts required to

substantiate that they had paid their rents. The obligation noted that if receipts could be found in the future, the amount in arrears would be credited with those amounts.<sup>117</sup> We do not know to what extent the first fifty censitaires to sign these obligations are representative of the remainder. Since such a range of amounts owing are represented, in this respect they probably reflect the others as well. By seignury, however, Delery is not represented proportionately, with only 4 out of the 50 obligations looked at. What all the censitaires owing arrears shared, however, was the sudden end of seigneurial credit, and the imposition of interest on a debt which had been inactive. The pressure to pay was therefore that much greater. The capacity to pay should have been greater, if the farm had been placed into productivity, but the larger sums would bear heavily on the agricultural population whose access to cash was limited at the best of times. Dr. Côté was therefore not wrong about the amounts of the arrears, but such large sums were the exception in the obligations we looked at. Quite possibly the situation was much worse in Delery in 1836 before the large number of sales of the 1840s (Table 61) which helped clear the arrears on many parcels. As we will see, many of these were forced sales (Map 40). A more detailed examination of the two series of acknowledgements to Burton's estate would still not provide information on how much seigneurial revenue was owing and collected during Burton's administration, but it would probably further confirm the local variations in the extent of indebtedness which existed within the seigneuries. This

information might best be used in conjunction with title searches, since otherwise there is no way to know how long the censitaires possessed the land and if he or another accumulated the arrears. Without undertaking this more precise examination, however, we can safely conclude that the accumulation of arrears was considerable during Henry's administration.

There were several reasons the collection of revenue should improve after 1835. Under the administration of W.P. Christie's agent William McGinnis, the seigneurial accounts were carefully recorded and copied into a system of ledgers. Each censitaire had his folio (notebook), and each seigneurie had its own set of books. The villages were kept separate from the seigneuries, and the lods et ventes from the cens et rentes. As we noted in Chapter 1, McGinnis was paid by a commission of 15% of the revenue he collected (p. 68). Making collections was therefore essential to him. Since this arrangement was his choice, he evidently believed that this would be to his advantage. By examining his accounts, one can see a marked improvement in the revenue collected after 1838 (Figure 19). For the cens et rentes this improvement must be accounted for almost entirely by a better payment performance by the censitaires, since the area added to the censive after 1835 was minimal. An examination of three of the rent books kept by McGinnis (summarized in Table 66) shows that the amount of revenue collected each year began approaching, and in some years even surpassed, the 50% mark of the total maximum revenue which could be expected in the Bleury and Sabrevois, but remained around 33% in Napierville (except in 1838). The very low collections during the rebellion period

clearly affected the overall collection which for the 10-year period, was 31% of the 10-year maximum total in Noyan, and 44% in Bleury. In Napierville, where collections were more consistent, the proportion was 29%. The lods et ventes were also collected as regularly as possible but the nature of the source does not allow a distinction between an increase from higher revenue generated and from more efficient collection. In the case of sheriff sales, however, the two were directly related. Figure 20 summarizes the amounts collected in Bleury, Noyan, Lacolle, and Napierville. The large increase in collections in 1840, especially high in Bleury, marks the beginning of the period when sheriff sales had their effect. Better record keeping and the presence of the agent in the seigneuries could improve the payment record of the censitaires, but the competition with Alfred Pinsoneault for the amounts they could afford to pay, willingly or at the time of a forced sale, limited collection efforts. In Lacolle alone, from June 11, 1845 to October 9, 1855, a total of £2,439 in arrears due the estate of W.P. Christie was collected.

TABLE 65

Distribution by Amount of the First 50 in a Series of Obligations Signed in Favour of Alfred Pinsonneault acting for N.C. Burton's Estate in the Collection of Seigneurial Dues in Arrears

Obligation Amount	Freq	Sum of Values	% of Total
<10	17	109	12
11-20	17	262	28
21-30	8	206	22
31-40	3	106	12
41-50	3	133	14
51+	2	109	12
<b>TOTAL:</b>	<b>50</b>	<b>926</b>	<b>100</b>

SOURCE: ANQ-M, Greffe A. L. Moreau, 1847.

NOTE: We would have liked to examine a random sample, but because there is no rule to the order in which the obligations appear, we did not think there would be any advantage to taking every nth obligation for our sample. Instead we simply took the first 50 (not including village lots). This gave us the following distribution by seigneurie: Bleury - 14, Sabrevois - 15, Noyan - 8, Delery - 4, L'acolle - 9. A detailed examination of these arrears would also require a comparison of the 1847 series signed in favour of Pinsonneault with the earlier series signed in favour of the executors, since some arrears were extinguished between the two series. Sample copies of the two obligations can be found in Appendix II, Documents 10 and 12.

Table 66

Cens et Rentes Collected in Napierville, Bleury, and Noyan, 1835-1845:  
showing collections as a per cent of expected revenue

Year	Bleury	% of £449	Noyan	% of £766	N.ville	% of £99	Total	% of £1314
1836	£ 25	6	£ 67	9	£ 23	23	£ 115	9
1837	70	16	103	13	42	42	215	16
1838	107	24	101	13	9	9	217	17
1839	190	42	152	20	29	29	371	28
1840	227	51	418	55	28	28	673	51
1841	216	48	287	37	33	33	536	41
1842	302	67	372	49	26	26	700	53
1843	256	57	243	32	22	22	521	40
1844	311	69	255	33	32	32	598	46
1845	287	64	448	58	44	44	779	59
Total	1991	44	2446	31	288	29	4725	36

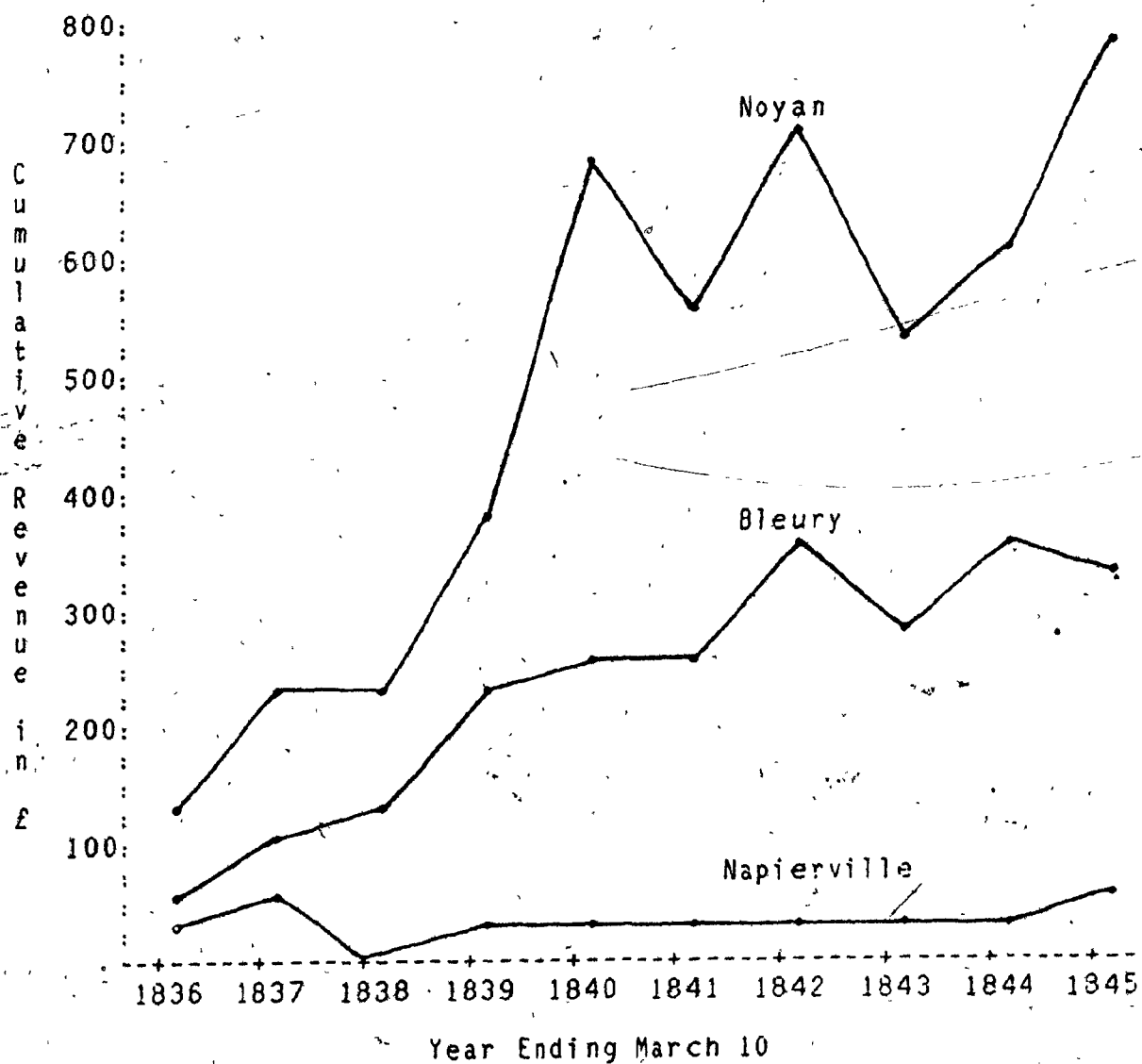
SOURCE: PAC, MG 8 F99.9, 2, 12, 21.

NOTE: The value of 100% shown here is the total expected revenue shown in Table 60 for Bleury, Noyan and Napierville, and the sum of these amounts for a total of £1,314.



FIGURE 19

REVENUE COLLECTED IN NAPIERVILLE, BLEURY AND NOYAN  
1836-1845, FROM CENS ET RENTES

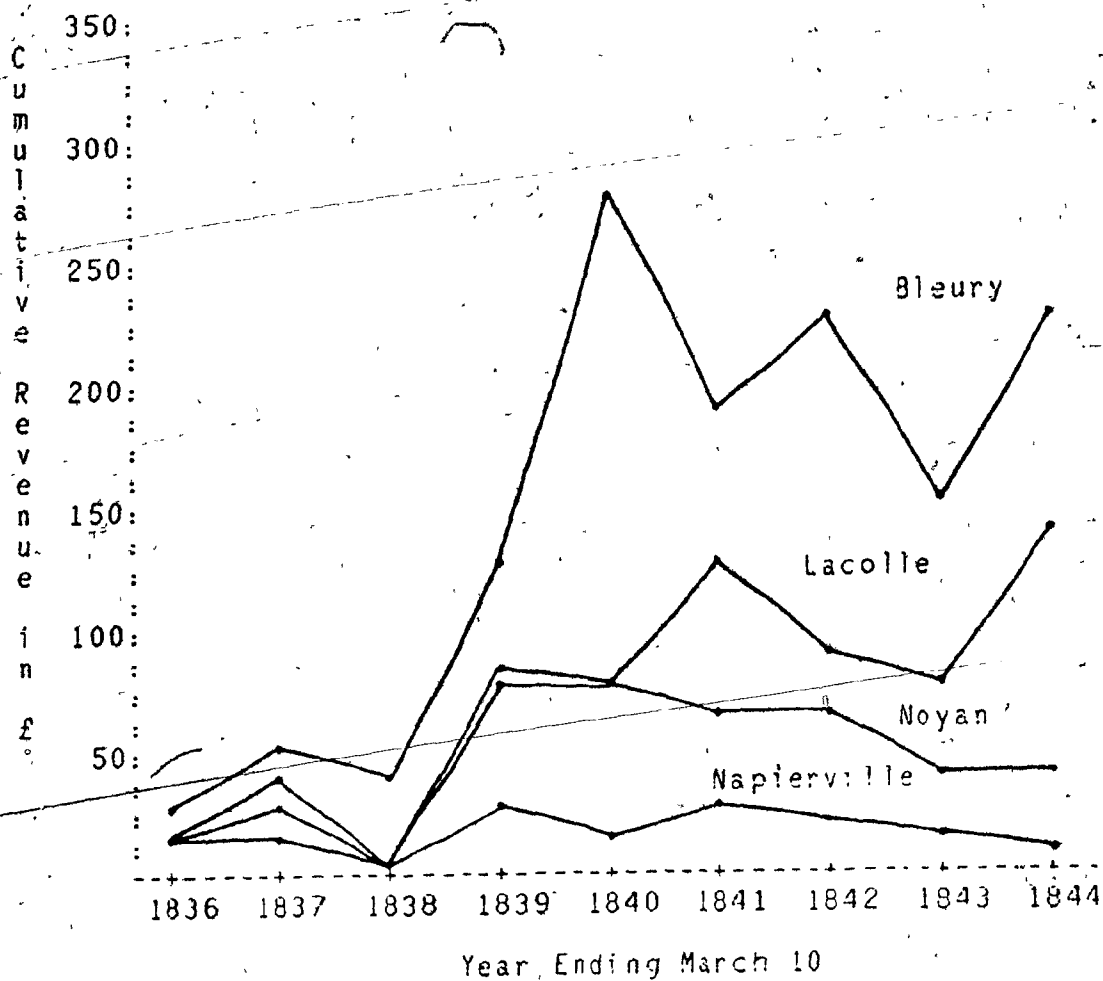


NOTE: The Bleury data does not include Christieville

SOURCE: MG8 F99.9, 2, 12, 21.

FIGURE 20

LODS ET VENTES REVENUE COLLECTED IN NAPIERVILLE, NOYAN, LACOLLE, AND BLEURY, 1835-1845



NOTE: The Bleury data does not include Christieville

SOURCE: MGB F99.9, 2, 21, 12, 14.

W.P. Christie's heirs regarded their seigneuries as a source of income--a fixed income. It was their belief that a certain amount of revenue was due and therefore would be collected each year. Mary C. Burton, seigneur of Noyan wrote: "I cannot confess I comprehend why a property worth 700 pounds per annum should average so small a rental as 260 pounds only."<sup>118</sup> Colonel Cleather (husband of the seigneur of Sabrevois) expected £750 per year in rents alone. When the first year's collection was only £73 before paying the £150 owing the agent, he was shocked.<sup>119</sup> Although he agreed that this was the result of Pinsonneault's activities, he expected an improvement.

McGinnis was to be paid a 20% commission instead of a salary.<sup>120</sup> Cleather kept up the pressure to collect as much as possible, and after only 3 years McGinnis was dressing a summary of arrears by the Sabrevois censitaires (Table 67): The rents collected had equalled those in arrears. The collection of lods et ventes, however, was not nearly as successful, 71% having accumulated as arrears. Some non-farming censitaires and largest proprietors of Sabrevois were among the delinquents. Of the four largest landholders in the seigneurie (Table 68), A.M. Bowman, was the only one without arrears, and McGinnis himself was the most serious offender with 48% of his dues unpaid. Of course he was one censitaire who did not have to worry about being taken to court by the agent. Looking at the censitaires in the first concession, we find that they had paid half of their cens et rentes. The 28 censitaires holding less than 60 A. of land had performed slightly better than the 13 holding from 61-120 A. (Figure 21.) The 6 with more than 120 A. had performed better

than average, but still had arrears, as did all but 129 of the 678 censitaires recorded in the "Abstract".<sup>121</sup> Despite Cléather's admonitions and McGinnis's efforts, £2,564 in arrears had accumulated for Sabrevois by 1851.<sup>122</sup> As a proportion of the amount due this was an improvement over 1848, since 63% of the dues had been paid. Arrears--indebtedness to the seigneur--were as integral a part of the seigneurial relationship as the seigneurial dues themselves. To protect themselves from undue accumulation of arrears while the seigneur<sup>y</sup> of Lacolle was leased to Henry Hoyle, the seigneurs had specified that two years after the termination of his lease arrears due themselves would take precedence over those due Hoyle in the distribution of sheriff sale proceeds.<sup>123</sup> In Bleury we have no record of arrears between 1845 and 1854, but in 1859 these were only £274.<sup>124</sup> This low figure might be explained by the practice of allowing the payment of arrears with interest-bearing obligations, as one case (that of Bronson Meigs') indicates.<sup>125</sup> Although this treatment might not have been accorded all censitaires, if it was common, the arrears would be correspondingly lower.

TABLE 67

Statement of Cens et Rentes and Lods et Ventes Paid and Owing in the Seignery of Sabrevois, on June 12, 1848, for 1845 to 1847

	Paid £	Arrears £	Total £	Arrears as % of Total
TCR	1118	1132	2250	50
LODS	277	688	965	71
TOTAL	1395	1820	3215	57

SOURCE: "An Abstract showing the proprietors of lots in the Seignery of Sabrevois, the rent paid in 1845, 1846, and 1847, and what arrears were due November 11, 1847 still unpaid up to June 12, 1848," PAC, MGB F99.9, 24.

TABLE 68

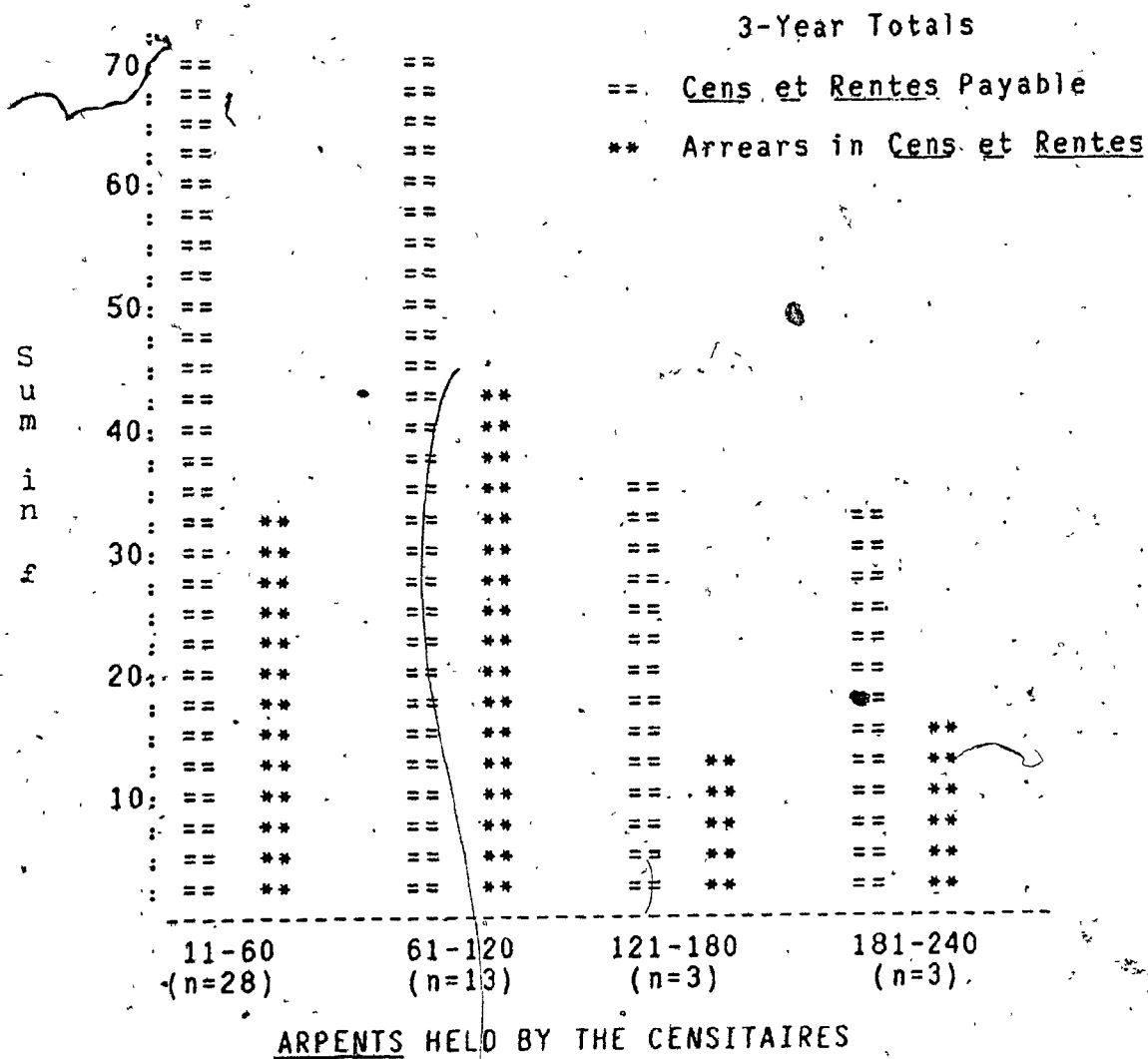
Statement of Rents Paid and Owing by Four Proprietors in Sabrevois on June 12, 1848, for 1845-1847

Name	Area Held Arpents	Paid £	Arrears £	Total Arrears £	% of Total
ORANGE TYLER	445	15	10	25	40
E. S. GOODNOW	813	40	6	46	13
WLM MCGINNIS	958	27	25	52	48
A. M. BOWMAN	1169	61	0	61	0
TOTAL	3385	143	41	184	22

SOURCE: "Abstract", PAC, MGB F99.9, 24.

FIGURE 21

ARREARS FOR CENS ET RENTES IN THE FIRST CONCESSION SABREVOIS  
FOR THE YEARS 1845-1847 BY SIZE OF HOLDINGS



SOURCE: M68 F99.9, 24, PAC.

## 5. Sheriff Sales

We have demonstrated that arrears accumulated on censive property throughout the period studied, and little effort to prevent this before 1835. Why? The seigneur's priority over other creditors meant that arrears did not become a "bad debt" as long as the value of the property remained greater than the arrears, or was likely to become so in the future. It was often easier to wait until a property was sold to collect than to try to force payment. The seigneur could and did resort to forced sales when necessary, however. If our seigneuries were typical, this was more likely after a succession than during the life-time of the seigneur. During Christie's and Burton's administrations, the expense and difficulties of suits also mitigated against the frequent use of the sheriff, who collected a 2.5% commission on the value of each sale for his efforts. Sheriff sales were therefore reserved for large debts or special cases. The high expense was also related to the distance the sheriff had to travel. In Christie's day, although sales were advertised and held at the church door in Chambly, this was still a long way from Montreal. A forced sale against the property of Alexander Cameron's land in Lacolle in 1792,<sup>126</sup> therefore appears as an exception to the rule, perhaps because Christie wanted to acquire the land. (He was the highest bidder.) When N.C. Burton inherited the estate, he assigned his power of attorney to Samuel Potts and Edme Henry for the collection of all debts due the estate of Gabriel Christie. In the following years, at least 38 suits were initiated to recover unpaid debts.<sup>127</sup> In the suit

against Darby Callaghan, the courts awarded N.C. Burton £160 still unpaid and £10.15.8 in costs. The sale produced only £80.2.6 and of this amount £8.7.6 had to be paid to the seigneur of Longueuil when an opposition was filed (which cost a further £11.10.8 in fees and for an attorney). Including attorney fees, the recovery of less than half of the original debt had cost over £20.<sup>128</sup> On smaller debts the costs were proportionately higher since bailiff and travel costs remained the same. When sales moved from Chambly to the parishes of the Upper Richelieu, the travel costs were even greater. The sale did not always cover the costs, as the example of Isaac Wilsie's property in Lacolle shows. The sale price of £16.10. was £10 less than the costs, driven up by an incomplete first sale, and a second unsuccessful attempt when bidders could not be found.<sup>129</sup> Collecting debts was also more complicated when the debtor could not be found. One bailiff, frustrated in his attempts to deliver a summons to John Manning of Lacolle by neighbours who refused to sign as witnesses, affixed a copy of the writ to a stump near the king's highway--the most public and conspicuous place available--thereby observing the form of procedures.<sup>130</sup> Given the inconvenience and expense of judicial proceedings, the seigneurial agent seldom sued for arrears of cens et rentes.

In the period which followed,<sup>3</sup> sheriff sales were resorted to much more frequently by the executors of N.C. Burton's estate, and by the new seigneur. A list of the number of executions lodged by seigneurs in the sheriff's office at Montreal from 1839 to 1842 (Table 69) shows that the six Christie seigneuries together accounted for 179 executions (11 of which



TABLE 69

Number of Executions Lodged with the Sheriff's Office in  
Montreal, by Seigneurs, 1839-1842

Seigneur of:	Number
1 Varennes	1
2 St-George	1
3 Ste-Thérèse de Blainville	1
4 Lasalle	1
5 St-Eustache	2
6 Fief de La Gauchetière	2
7 Milles-Isles	2
8 Montréal, Lac des Deux Montagnes	3
9 Verchères	3
10 Chambly	4
11 Lanoraye, Dautraye	4
12 Longueuil	4
13 D'Aillebout	5
14 Mascouche de Lachenaye	5
15 Thwaite, St-James	7
16 St-Aimé	7
17 St-Paul (Joliette)	10
18 St-Ours	16
19 Terrebonne	16
20 Monnoir	23
21 St-Hilaire de Rouville	23
22 Argenteuil	26
23 Rigaud	34
24 St-Hyacinthe	66
25 St-Charles, St-Marc, St-François	96
26 Beauharnois	111
27 Soulanges, Nouvelle-Longueuil	179
28 Delery, Lacolle, Noyan, Sabrevois, Bleury, Repentigny	179
All Seigneuries	664

SOURCE: JLAÇ, Oct. 4, 1843, App. F, "Seigneurial Tenure.  
Report of the Commissioners..."

NOTE: The total number of executions from all sources was 3,340.  
Those by seigneurs were 20% of the total. The 11 executions at  
the instance of G.B. Hamilton et al. for N.C. Burton's estate  
have been combined with those of W.P. Christie.

were in suits by N.C. Burton's executors). In the Court of King's Bench for the District of Montreal, 16% of all actions instituted between 1840 and 1842 were seigneurial (Table 70). The use of legal proceedings to collect arrears was not limited to the Christie seigneuries, therefore, but part of a more general phenomena.

TABLE 70

Seigneurial Actions in the Court of King's Bench, District of Montreal, 1840-1842, as a proportion of all Actions

Term	Number of Seigneurial	Actions Other	Total	Per Cent Seigneurial	
1840	February	79	701	780	10.12
	April	32	350	382	8.37
	June	47	389	436	10.77
	October	216	699	915	23.60
1841	February	146	646	792	18.43
	April	113	273	386	29.27
	June	49	331	380	12.89
	October	103	590	693	14.86
1842	February	172	408	580	29.65
	April	66	231	297	22.22
	June	26	326	352	7.38
	October	58	682	740	7.83
TOTAL		1107	5626	6733	16.44

SOURCE: PAC, RG4 B52, 2:

W.P. Christie's decision to resort to sheriff sales arose from the conditions within his own seigneuries and as part of the general clean-up operation necessary to bring the seigneuries in line with his policies of administration--policies much more rigorous than Henry's. W.P. Christie believed generally that the punctual payment of dues which was required by the seigneur was also to the benefit and advantage of the censitaires.<sup>131</sup> But the

regular collection of dues was difficult when the censitaires were absentees. Opposed to land speculation, by his censitaires at least, W.P. Christie resolved to rid the seigneuries of this problem by instituting legal action for arrears against them, despite the greater expense and difficulty of these proceedings. His lawyer wrote to McGinnis:

We have sent down to Quebec the advertisements to 31 cases against absentees; the expense of advertising will be very heavy; and on the whole, as far as concerns the Plaintiffs, the old form of electing curators and proceeding against them was much the best.<sup>132</sup>

The new regulations McCord referred to required that suits against absentees be advertised twice in the Quebec Gazette and the Montreal Gazette, the absentee being allowed two months to file an appearance. Only upon his failure to do so could the plaintiff proceed by default. A second group was singled out to receive similar treatment--participants in the Rebellion of 1837-38, some of whom had already fled the province. After preparing a list of actions to be prepared and providing the required documentation, W. McGinnis turned these cases over to W.P. Christie's attorneys, William Badgley for Delery and Lacolle, and Robert MacKay of McCord and MacKay for Bleury, Sabrevois and Noyan. The first advertisements appeared in the Quebec Gazette of April 16, 1840. Fourteen censitaires from Delery, including Dr. Côté were cited. In February, 29 motions against the censitaires of Bleury, Sabrevois and Noyan were filed. In all, a total of 80 cases against absentees were advertised in the Quebec Gazette between 1839 and 1848. Of these absentees, half were also named in sheriff sales for the

same period. (The remainder probably settled out of court.)'

The cases against absentees represented only a fraction of the 160 sheriff sales advertised for the Christie seigneuries in the same period (Table 72). Ten suits by the Queen were against censitaires guilty of high treason.<sup>133</sup> Only 8 suits were by merchants and 25 were by fellow censitaires or others. The remainder were by the seigneurs and of these, most were by W.P. Christie, although the arrears were primarily due to N.C. Burton's estate. The reason for this is probably related to the distribution of monies levied by the courts. Costs were paid first, and current arrears apparently had some priority over the arrears of a past seigneur. The distribution of monies levied between the two seigneurs for suits in the period 1842-1844 is shown in Table 71. The amount remaining for the censitaires was nil more often than not. If the land sold was not developed and would bring only part of the total amount due, it was not to the advantage of N.C. Burton's estate to sue since they would recover only a small part of the debt, and sheriff sale cleared the title. If there was no sale, the large sum in arrears would discourage improvements, making it unlikely that the current rents would be paid. By bringing a suit, W.P. Christie would be able to collect the smaller sum he was owed and he also gained because the land was put back into circulation, again paying rents and lods et ventes. If no buyer was forthcoming, Christie could purchase the property himself to sell it later at a profit, or after cutting the timber found thereon.<sup>134</sup> To the censitaires, this was a matter of grievance:

The seigniors make also a speculation on the lands which they bring to sheriff's sale, by purchasing these lands and reselling them to others at double the price of the adjudication, on condition that a certain sum be paid down, and the rest remaining at interest until the purchaser is, in his turn sufficiently in debt to cause the land to be again sold in speculation, which is very grievous and painful for these poor people.<sup>135</sup>

TABLE 71

Sheriff Sale Levies in the Christie Seigneuries, 1842-1844:  
their Distribution to W.P. Christie and the Burton Estate  
from an account by Robert MacKay, 1846,  
in actions brought by W.P. Christie

Sums Levied in Suits			Award by the Court in Suits <sup>a</sup>			
Value in £	No. Suits	Total £	£ WPC	£ NCB	% WPC	% NCB
0-10	5	36	24	7	66.7	19.4
11-20	7	102	73	31	71.6	30.4
21-30	14	382	208	162	54.5	42.4
31-40	6	213	107	91	50.2	42.7
41-50	7	302	147	125	48.7	41.4
51-60	1	51	20	31	39.2	60.8
61-70	2	127	58	64	45.7	50.4
71+	3	272	92	180	33.8	66.2
<b>TOTAL</b>	<b>45</b>	<b>1485</b>	<b>729</b>	<b>691</b>	<b>49.1</b>	<b>46.5</b>

SOURCE: PAC, MGB F99.2, 2, 4824-5.

Note: The suits shown here are for arréars in seigneurial dues. The case against Hotchkiss for default in payment for the mill at Lacolle is not included. Three suits by the Burton Estate (not shown) levied £319. In one the total of £27 went to N.C. Burton. In the others, W.P. Christie received £62; the amount to N.C. Burton was not shown.

<sup>a</sup> The amount awarded was often greater than the amount levied. Since we give only sums, this masks the occasional positive balances left after the awards, which for all suits totalled £49.

Although it may have appeared like much more to the censitaires, the farmland sold through sheriff sales from 1839 to 1848 (see Map 41) represented only 6.6% of the total area of the seigneuries or 14,122 A. Forced sales took place in all parts of the seigneuries but were more concentrated in areas such as Sabrevois, where the number of absentee censitaires was the greatest. For some of these absentees, abandoning the lots was preferable to paying the arrears. The case of H.B. Wells' property is an example. He held 8 lots (994 A.) in Sabrevois, which at the time of the sale, remained without improvements or buildings. The arrears to N.C. Burton must have totalled £83 (15 years at 4.5 d./A.) since these lands were conceded around 1820.<sup>136</sup> The amount levied from their sale was £65.14.2 of which £29.8.7 was awarded to W.P. Christie and £36.5.7 was awarded N.C. Burton's estate.<sup>137</sup> Purchased by W.P. Christie, these slowly found their way onto the market. In 1848, A.B. Christie still held half (529 A.) of the original area, but by 1857 this had been reduced to 224 A.<sup>138</sup> Thirteen censitaires held the remainder of the original Wells property. Wells could not have sold his land in this way because his profits would have been eaten up by the arrears to N.C. Burton's estate, which would have had to be paid if sales for a greater value had occurred. By initiating sheriff sales in cases such as this one, W.P. Christie was causing the "loss" to fall primarily on the estate of N.C. Burton. When a property had some improvements and arrears were high, however, the loss fell more heavily upon the censitaire who stood a very good chance of losing the value of his improvements.

( ) Of the properties advertised, most had at least a house: 9 were good houses and 103 were ordinary or old houses. A barn was found on 65 properties sold; a shed, stable or other buildings, on 75. Sheriff sales and interest on arrears, while good administrative practices by the seigneur, were perceived as injustices by the censitaires. The readjustment of the social and economic balance when cheap land was no longer readily available, here as elsewhere, brought with it increasing social tension.

TABLE 72

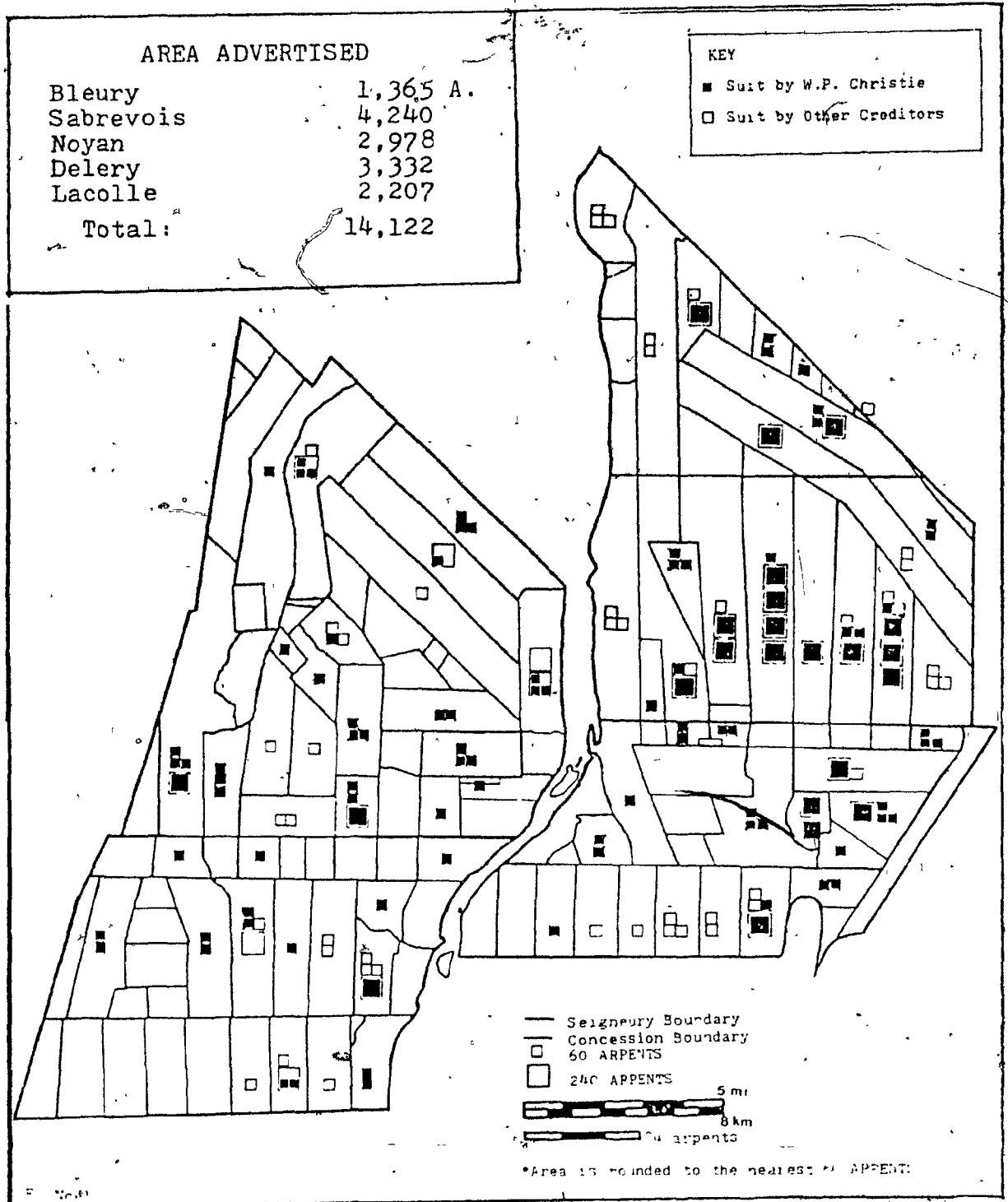
Sheriff Sales in the Christie Seigneuries by Plaintiff  
 Advertised in the Quebec Gazette, 1839-1848

Plaintiff :	1839	1840	1841	1842	1843	1844	1845	1846	1847	1848	TOTAL
NCB :				1							1
HAMILTON :	3	2	0	0	0	2	1	1	0	2	11
WPC :	4	5	39	25	7	6	10	1	6	2	105
QUEEN :	0	10	0	0	0	0	0	0	0	0	10
MTL MCHT :	3	1	0	3	0	1	0	0	0	0	8
OTHER :	1	2	3	7	2	3	3	1	1	2	25
TOTAL :	11	20	42	36	9	12	14	3	7	6	160

SOURCE: Quebec Gazette, 1839-1849.



FARMLAND IN THE CHRISTIE SEIGNEURIES ADVERTISED FOR SALE  
 BY SHERIFF AUCTION IN THE QUEBEC GAZETTE, 1839-1848



SOURCE: Quebec Gazette, 1839-1848.

## Conclusion

The late 1830s and early 1840s were a period of instability in the Upper Richelieu Valley, not only because of local factors contributing to increasing stratification, but also because of external factors which encouraged population movements.

The New England towns which needed an industrial labour force and new areas of settlement were the major points of attraction for possible migrants. Whether or not a censitaire would be drawn to these new horizons would depend on his particular situation. For those with larger properties, the constriction of seigneurial credit might have meant sacrificing an undeveloped property in order to pay arrears on other more valuable property, thereby ending the threat of a sheriff sale.

For the few creditors and censitaires who were very well off, the situation allowed an expansion of holdings at little cost, since sheriff sales seldom brought the full value of a property.

For the less fortunate, the forced sale of a property could be impossible to avert, and the censitaire might find himself a tenant on his own property, if the buyer was willing to allow such an arrangement. Tenancy, however, was commonplace as early as 1831, and not just the result of the disruptions of the early

1840s.<sup>139</sup> Some buyers extended mortgages to the censitaires, who might with good luck and improving conditions repurchase their farm. For others, these options were unavailable or did not appeal, and they chose instead to leave the area.

Many of the French and the American censitaires had relatives and friends in the neighbouring states and chose to go

there.<sup>140</sup> Those who looked for better opportunities elsewhere, or who went out of the region to seek work on a temporary basis, were not necessarily those who had been "forced onto the road."

(In fact, the very poor probably did not have the option of leaving.) As early as 1824, Robert Hoyle referred to the possibility of relocating if he was unable to obtain the position of customs collector he sought. (See p. 553) He would consider, he wrote his wife, "the west, the far west."<sup>141</sup> But he did not leave, and by 1857 he was one of the largest landholders in the seigneuries (Table 73). Some of the reports coming back from the west, must have dampened enthusiasms somewhat. When Thomas Nye visited the area around Detroit, he wrote back to his brothers Freeman and Bartlett of Lacolle:

"The region is splendid for the poor and the rich farmers to go to & those who have trades probably also, but the comfortably thriving in any traffic, or trades, should remain where they are."<sup>142</sup> The Nye brothers, who had started as small traders in Champlain around the turn of the century, were definitely in the latter category. By the end of the seigneurial period they had become the largest proprietors in the seigneuries, holding 6,250 A. of land (Table 73). The promise of California lured some of the censitaires much further afield, but John Pearson, one of several "Canada Boys" to go there to work, did not recommend it. Of conditions in California he wrote:

I have done very well in California. So far I get six dollars a day, I and Mr Sawyer [are] working together [and] he has the same . . . [We pay] from four to five dollars a week for board . . . There are hundreds of carpenters here doing nothing. I met with Mr Hawly who married Miss [Pierce]. He kindly introduced his friends to me

and that is the way I got started the following day after my arrival in Marysville I got a house to build. Mr. Sawyer at this time was in Sacramento. I wrote to him to come. I fortunately in the mean time met with a carpenter going home and bought a few tools [at a] very low rate from him. Carpenter tools are worth four times as much here as [they] can be bought for at home. . . . We arrived in California July 7th. I commenced work July 13. I have received \$400 dollars for my work up to this date. I don't expect that I will do so well this winter but they tell me I will. There has been a great deal of sickness in Marysville this summer, cholera & fever . . . I was sick with the fever ague for four days. Mr Hawly got a good doctor. He soon cured me and did not charge me much. Mr. Sawyer had the same fever. He don't like California [but?] he is quite well now. There has been no rain for six months past [and we] don't expect any for a month to come. Marysville is a very hot place for some thirty mile[s] around. In the mining mountains [it] is much cooler weather. The population of Marysville they tell me is over five thousand [and] it is growing very fast. I have not been to the mines nor but want to go. There has been a great many failures in mining companies this summer. . . . It is the merchant that is making fortunes here . . . the merchant speculators. Farming business is good. Mechanicks when established do very well. I have had an offer to go in partnership in a steam sawmill but I have concluded not to run any risk . . . I am determined to work at my trade and do all I can or rather I should have said with God's help. Lumber here is very high. Mountain pine board is worth \$100. dollars [per] thousand, no better then our white spruce at home. Clear white trees board is worth \$200 dollars a thousand . . . Please to send me all the news & how my family is getting on & any one inquiring about me. About California, tell them to stay at home as there is some do well but hundreds don't do well here. 143

But the lure of gold and the push of hard times in the seigneuries was too much for some. Notary Léon Dugas (p. 217) closed his books and left for California in 1849; François Goyette was working in the mines there in 1851. 144 Abel Downer from Delery chose Illinois as the site of his future prospects.

When he left in 1838, he brought five local tradesmen and farmers with him under an 18 month contract.<sup>145</sup> The importance of knowing someone at the point of arrival which was an important reason for chain migrations, are attested to in practical terms in Pearson's letter. These contacts added to the migrant's chances of success, which made it more likely that a migration field would emerge. Downer's employment contracts represent another way in which a migration fields might emerge.<sup>146</sup> The effect of these contacts was to reduce the psychological distance between points of migration. Thus, a move to Illinois with Downer could have been less difficult than a move to an Eastern Township location if one did not know someone already there. But as studies of Quebec migrations in the 19th century at the aggregate level show, the Eastern Townships, Ontario and New England were by far the most common choices for migrants leaving the seigneurial area.<sup>147</sup> Although population mobility was a constant, in the 1840s and 1850s, the Upper Richelieu changed from being primarily an area of settlement, drawing population, to an area of out-migration. Social problems created a certain push, but the reason for this was also the "pull" of other, more attractive areas, particularly in the United States.

Another aspect of the social upheaval of the 1840s was the concentration of large properties in the hands of a small number of censitaires. The land-granting process had not created land-holdings of equal size, but the concentration of property in 1857, seen through an examination of the Cadastres abrégés, was far greater than at the time of granting. We have already seen

the extent to which this was true in the villages (Chapter 3). In the farm censive, the seigneur, his agent, and other creditors (i.e. local merchants) had accumulated the largest amounts of land by 1857 (Table 72). The Nyes, as well as being related to the Hoyle family, were local merchants. The Hoyle family combined farming, trade, milling and seigneurial ownership. As agent, McGinnis shared some of the advantages of the seigneur in acquiring property, and he and his brother were the executors of W.P. Christie's estate after 1845, collecting the arrears to that estate. Goodnow was a merchant and involved in the sawmilling industry (p. 571, 596); Albert Chapman was a local merchant in Clarenceville. Pinsonneault acted for the estate of N.C. Burton. In many of the sales during this period, one or more of these persons was named as a creditor to whom part of the purchase price had to be paid, or was the actual buyer.<sup>148</sup> Table 73 shows only their aggregate holdings, but if these holdings were to be mapped, what would be particularly noticeable is that they did not own properties throughout the seigneuries, but had most of their holdings in an area which roughly corresponded to their area of trade or activity. Thus the Hoyle properties were almost exclusively in Lacolle, Chapman's and Goodnow's in Noyan and Sabrevois and McGinnis's on the east side of the Richelieu. This is strong evidence in favor of the conclusion that their ability to accumulate such large land-holdings was directly related to their activities as creditors in a debtor society.

TABLE 73

Concentration of Property in the Hands of a Select List of  
Censitaires in the Christie Seigneuries, 1857

	Area Held in <u>Arpents</u>
Freeman & Bartlett Nye	6,250
William McGinnis	2,952
Family Hoyle	1,806
Robert Hoyle	1,280
E.S. Goodnow	836
Albert Chapman	684
R.B. & Wlm. McGinnis	672
Alfred Pinsonneault	668
Total:	15,148

SOURCE: Cadastres abrégés.

The problems of rural indebtedness, migration, and tenancy could be studied in much greater detail than we have done here. In the Upper Richelieu Valley, seigneurial arrears were an important part of that indebtedness, but since we have not studied indebtedness to other creditors, we do not know what proportion this represented. The collection practices of the seigneurs played an important role in the effect of seigneurial dues on the seigneuries. The combination of high rents and land granting in advance of settlement contributed to the accumulation of arrears which sometimes became greater than the censitaire's ability to pay. With the change in collection practices after 1839, seigneurial arrears were replaced by revenue-bearing obligations or mortgages, and in the process, ownership often changed hands. Migration or tenancy could result for the dispossessed censitaire. Social stratification, always present, became more closely integrated with economic factors rather than with non-economic considerations such as

status. Through judicial procedures, the sheriff sale in particular, seigneurial credit was capitalized. Because seigneurial arrears could not be used to acquire capital or to improve productivity, after a certain point it became a retrogressive force in the rural economy and was not to the advantage of the producer. Too late, many of the censitaires on the Christie seigneuries discovered that the lax collection of seigneurial dues during Edme Henry's administration had not been a favour, but that, as W.P. Christie believed, the regular payment of rents was in the censitaire's own best interest. Nor would they be saved by the timely abolition of seigneurial rights, the hope of some patriotes. Instead, the judicial structure for the collection of small debts was decentralized and small creditors as well as the seigneurs could bring suits against their debtors more easily than ever before. Judicial forms for the Circuit Court of St. John's were printed for the seigneur's use after 1845 in much the same way as the deed of concession forms had been printed from the 1790s to 1840s. The commutation of 1854 ended the lods et ventes and the seigneurial monopolies which had hampered capital accumulation by commercial and industrial entrepreneurs, but in the censive, the commuted rents would continue to be collected regularly. The turning point for the censitaires had come not in 1854, but between 1837 and 1841, when the hope for land reform--change in seigneurial tenure made to their advantage and without the need to indemnify the seigneurs--came to an end.



## NOTES TO CHAPTER FOUR

<sup>1</sup> ANQ-M, Peter Lukin, Sept. 3, 1790, Deed of Concession.

<sup>2</sup> Concession, Barbeau, Feb. 13, 1818.

<sup>3</sup> Elizabeth Dillon and John McLaughlin, "The Role of Land Surveys in the early Development of New Brunswick", The Canadian Surveyor 35, (Jun. 1981): 129-135.

<sup>4</sup> C.P. Barries, in his discussion of the long lot in a modern context, finds that for roads and public services such as electric poles, there are advantages to the long lot, but that for the operation of the farm there are both advantages and disadvantages. Crossplowing and fencing figure in the latter. ("Economies of the Long-lot Farm, Geographical Review, (1935), pp. 298-301.) M.-A. Boudeweel-Lefebvre, "Reflexions sur la mise-en valeur du domaine agricole du Québec," Canadian Geographer XVIII, (Spr. 1974): 16-25, sees the inherited rigid rectangularity of the agricultural landscape as an impediment to rationalization of holdings which would allow an intensification of production, and that distance operates against the effective use of the lot end.

<sup>5</sup> L. M. Sebert, "The Land Surveys of Ontario, 1750-1900," Cartographica, (1980), pp. 65-105, discusses the advantages and disadvantages of various types of township surveys. Carl Schott, "The Survey Methods" (Kiel 1936), trans. by A. F. Burghardt, Le Géographe Canadien/Geographica 25 (1981), pp. 77-99, writes: "Narrow, long lots were advantageous to the settlers and also to the construction of a road network. Since settlers were required to build the roads in front of their lands, narrow lots yielded a greater labour supply, and a smaller responsibility per settler." Road allowances did not allow for topography however, and early roads often did not follow surveys at all (p. 93). This was certainly the case here as well.

<sup>6</sup> Although N.J.W. Thrower, Original Survey and Land Subdivision, a comparative study of the form and effect of contrasting cadastral surveys (Chicago: Rand McNally, 1966), p. 3, simply refers to unsystematic surveys as the opposite of systematic. F.J. Marschner in his Boundaries and Records in the Territory of Early Settlement from Canada to Florida with historical notes on the cadaster and its potential value in the area (Washington, D.C.: U.S. Dept of Agriculture, 1960), p. 36,

distinguishes between the early systems of "township" type of settlement and survey, where townships and individual holdings were not uniform in size but laid out previous to settlement, as in New England, and that of the other colonies such as the metes and bounds survey, which he calls "indiscriminate".

7 R.C. Harris, The Seigneurial System in Early Canada. (Quebec: PUL, 1966), 169-192; Marcel Bélanger, "Le Québec rural," in Quebec, ed. by F. Grenier (Toronto: University of Toronto Press, 1972), 31-34.

8 Serge Courville in his "Contribution à l'étude de l'origine du rang au Québec: la politique spatiale des cent-associés", Cahiers de Géographie de Québec 25, (Sept. 1981): 197-236, argues that a politically motivated policy of linear settlement operated at the level of the seigneurie, but that at the level of the survey lot within the censive, the long lot arrangement was primarily a reflection of the seigneurie itself rather than an independent choice.

9 Thrower, Original Survey, p. 3.

10 On rectangular survey, see H. B. Johnson, Order Upon the Land: The US rectangular land survey and the Upper Mississippi country (New York: Oxford University Press, 1976) and W.D. Pattison, Beginning of the American Rectangular Land Survey System, 1784-1800 (Chicago: University of Chicago Press, 1957).

11 Schott, "Survey Methods," pp. 85-88. Sebert, "Land Surveys," discusses the history of the township surveys in Ontario in greater detail.

12 This was partly because the dimensions of the military grants were not the usual sizes surveyed in the seigneuries and therefore had to be in new areas of survey. See Sebert, *ibid.*, pp. 68-72.

13 As officers in the British army, they would have had a similar training. On their friendship see also Chapter 1.

14 Before the Revolution Christie had indicated his interest in obtaining Scottish settlers from Albany for his seigneuries. See p. 33. Squatters, many of whom made a living by cutting and selling the best timber and making potash on ungranted lands, were a different matter.

15 ANQ-M, Joseph Papineau, Feb. 11, 1799, No. 2879, Inventory Gabriel Christie.

16 Siebert, "Land Surveys", p. 81, discusses survey procedures and the problems of surveying in areas of magnetic variation, and where the country is rough. Cost favoured the compass line because it could be run three to four times faster, but there is no question that the theodolite is the more accurate method. On the technology of surveys, see Allie Wilson Richeson, English Land Measuring to 1800: Instruments and Practices (Cambridge, Mass. & London: The Society for the History of Technology & M.I.T. Press, 1966), pp. 159-160.

17 Don W. Thompson, Men and Meridiens, The History of Surveying and Mapping in Canada. Vol. I: Prior to 1867 (Ottawa: Queen's Printer, 1966), pp. 269-273. He gives very little information about the Lower Canadian surveyors. From the Quebec Almanac he finds that their numbers increased from 34 in 1797 to 50 in 1808, and 100 in 1832. The list for those in the Montreal area includes Pennoyer, but not Watson or Whitman for the earlier date. He traces the evolution of the statutes controlling surveyors, and the trend to professionalization. The earliest statutes in 1785 and 1798 define the qualifications of a surveyor and the schedule of fees. It was not until 1832 that the title "land surveyor" was controlled. The title "Deputy Provincial Surveyor" held by both Watson and Pennoyer was therefore all the more significant since this was an official position at a time when there were no regulations.

18 ANQ-M, "Divers", Sept. 30, 1858, Report of J. Ostell and F.J.V. Regnaud to A. Russell, Ass. Comm., Bureau of Crown Lands, Toronto. The East-West line from Pointe la Mule to Douglas Corner was actually N 87° 30' W and the line of Lacolle was not parallel but ran N 88° 47' W. But the old line was also the boundary of St. James (Sherrington) and all lands ended there. In Regnaud's opinion, it was only a few dissatisfied censitaires who demanded a change: "L'ancienne ligne ne froisse ni les intérêts des Seigneurs ni ceux des censitaires, qui tous la réclament."

19 The papier terrier of a seigneurie was the record all of the granted lots in the censive with the names of the proprietor and the dues payable. In Christie's seigneuries all the records make use of numbered lots. With reference to the terrier of Lachenaie, Christie mentions how useful it was in the preparation of certain lists he was making up. AUM, Baby Coll. 'C', Box 127, G.C. to Magnan, 7 July 1772.

20 Watson's plans and other documents confirm this. Paul Darisse, "Lieues de France et de Nouvelle-France," Revue de l'arpenteur-géomètre 2, (Apr. 1976): 106, finds that this was taught at the Séminaire de Québec in 1790. The actual equivalence is one mile equals 27.52365 arpents.

21 "Report of the Inspector of Registry Offices for the District of Montreal, Three Rivers and Saint-Francis," JLAC, 1846, Appendix 1, Vol. 5, Appendix (B). One of his findings is that the transactions from seigneurial areas described in this way cannot be entered and followed properly.

22 According to Marschner, the cadaster, a record of land ownership, was a major reason for surveys, but only the well marked and the well known could serve the purpose intended: to delineate the aerial extent of estate rights and obligations. Boundaries and Records, p. 60. The seigneurial cadasters (or papiers terriers) in Quebec, as a rule, were of little value for the registry of titles because they were unaccompanied by surveys. Thus, when the province's first official cadaster was established in 1860 (23 Vic 54), the parish was the unit of organization used, and lot numbers were assigned to be used as official designations of property for the first time. Roland St.-Cyr, "Le Cadastre", Revue de l'arpenteur-géomètre, 4, IV (Dec. 1976), 252-265. Thus, Gabriel Christie's administration introduced the basic framework of the legal cadaster into his seigneuries 60 years before it was introduced in the province as a whole.

23 Concession, Feb. 13, 1818, Barbeau.

24 Concession, Jan. 24, 1826, Barbeau.

25 ANQ-M, "Divers", 28 July 1788, Appointment by G.C. and Simon Sanguinet to S.Z. Watson. See Appendix III, Note 5 for more detail.

26 ANQ-M, CA 164 and 12-76-426; Watson. The field book and the plan should be consulted together. See Appendix III, Note 2.

27 Ibid.

28 PAC, RG1 L3L, vol. 59, 30116-8, on C-2516, Petition, 12 March 1798.

29 PAC, MG 8 F99:9, 14, 15263, Quebec, Feb. 7, 1798, Report. This official opinion of the way in which the survey should be conducted obviously clashed with that of Christie whose surveys were rectangular rather than in a diagonal conforming to the river. The border of Lacolle-Hemmingford came up again as a dispute between the censitaires and Mrs. Mountain. It was resolved during W.P. Christie's administration.

30 Ibid.

31 ANQ-M, 17RS1, "Field Book (1790)", J. Pennoyer, D.P.S.

32 There were two series of grants for the 8th concession. The later one, since it identified the lots correctly and replaced the title rights granted in the first series, was retained.

33 ANQ-M, Lukin, Sept. 21, 1796, Concession by Dame Marie Anne Lacorne St. Luc, veuve de feu John Campbell, to Moor and Wlm. Speer. The lots were granted in conformity to a bill of survey by Watson, dated October, 1794.

- 34 ANQ-M, 17RS2, Noyan Terrier.
- 35 PAC, MG 8 F99.9, 2, 9003, Account, Solomon Bingham with E. Henry, Nov. 20, 1820.
- 36 Concession, Jan. 4, 1820, Lanctôt.
- 37 Labelle, "En notre région", p. 167.
- 38 PAC, MG 8 F99.9, 14, 15294, Montreal, Feb. 24, 1845, "Legal Opinion", Buchanon.
- 39 Ibid.
- 40 PAC, MG 8 F99.9, 14, 14838, Oct. 1844, Thomas Parke, to D. Livingston.
- 41 ANQ-M, "Divers", Procès-verbal of the division line between the seigneurie of Lacolle and the Township of Hemmingford, Jan. 30, 1846.
- 42 PAC, MG 8 F99.9, 14; 19, 16925-17038.
- 43 See Appendix III, Note 2 for a listing of plans and surveys.
- 44 PAC, MG 8 F99.9, 19, 10714-6, Procès-verbal, July 17, 1840, A.H. Vaughan.
- 45 Ibid, 107022, Dec. 22, 1840.
- 46 PAC, MG 8 F99.9, 19, 17040-1, A.H. Vaughan to WM, Noyan, 18 Dec. 1846.
- 47 PAC, MG 8 F99.9, 25, 206881, Plan of Grande Ligne, H. Corey, Jan. 8-9, 1845.
- 48 J. Burr Tyrrell, "The Topographical Work of the Geological Survey of Canada," The Geographical Journal X (1897): 623-630. The survey work for the "Eastern Township" sheet started in 1848 and continued until 1871. Publication was delayed by uncertainty of the exact horizon of some Quebec members. It is made up of 17,000 miles of measured roads and lines, covering an area of 26,380 square miles. Additional surveys from 1886 to 1894 added another 8,600 miles to this.
- 49 The archive referred to is Louis Barbeau's which burned.
- 50 Comparing the annual frequency of grants in our data base with that for Noyan based on its papier terrier (ANQ-M, 17RS2), the curve is essentially the same.

51 During W.P.'s administration, the area granted but still unoccupied was as follows: Bleury, 600 A., Sabrevois, 5,000 A., Noyan, 1,000 A., Delery, 2,000 A., Lacolle, 3,400 A. Pièces et documents relatifs à la tenure seigneuriale, demandées par une adresse de l'Assemblée législative (1851), (Quebec: E.-R. Fréchette, 1852), Table 121, p. 147. See also Table 61.

52 Survey adjustments is the term used to refer to the gores of ungranted land between concessions which were granted to the censitaire holding the adjacent lot. Those which affect the size of lots in Delery are behind the 1st Concession NW of PRM (403).

53 Some of the forms used by G. Christie were printed as such. Although he could and did grant more than one lot to a single censitaire on occasion, the intention was obviously to make grants of one lot. (See also p. 353.)

54 See p. 553. Hoyle claimed to have sold his property for much less than it was worth.

55 This was usually the case for those who inherited. See Louise Dechêne, Habitants et Marchands de Montréal au XVIIe Siècle (Montreal: Plon, 1974), pp. 294-8.

56 Archives du Diocèse de Saint-Jean Quebec, hereafter ADSJQ, 13A-1, Petition to Mgr. Plessis, June 19, 1817.

57 The widower of Eunice Parker, Henry remarried on Oct. 9, 1828 to Clotilde Girardin, widow of Jean-Baptiste Raymond. He thereby became part of the Raymond kinship network which included Joseph Masson, the merchant John McCallum, husband of Flavie Raymond, and the notary Théophile Pineseault. His wife also had a sister married to a Roy in l'Acadie. Henri Masson, Joseph Masson, dernier seigneur de Terrebonne, 1791-1847 (Montreal: Henri Masson, 1972), pp. 39, 48, 56, 83. See also the archive Pierre Gamelin for contracts by the Raymond family.

58 At the time, they were small traders. Their brother Thomas in Montreal became a lawyer after working for John Boston. He was born in Carver, Massachusetts. Their sister Eliza married Robert Hoyle, a relative of Henry Hoyle who received parcels near them. The Nyes and the Hoyles were among the largest property owners in Lacolle by 1857. Minnesota Historical Society, Bartlett Nye Papers, 1818-1822, M-417; Robert Hoyle, MG 24 B141, PAC; Hugh McLellan, ed. Two Letters of Thomas Nye Relating to A Journey from Montreal to Chicago in 1837, (Champlain: Moorsfield Press, 1931); "Cadastre abrégé de la seigneurie de Lacolle ou de Beaujeu," No. 72, Cadastres abrégés des seigneuries du District de Montréal, (Quebec: Stewart Derbishire & George Desbarats, Queen's Printer, 1863).

59 PAC, MG 8 F99.9, 3, 10513, Concession, June 1, 1826 (Barbeau).

60 Robert Hoyle as member for L'Acadie supported the movement against seigneurial tenure. See the discussion of the censitaires' grievances on p. 394.

61 ANQ-M, Lanctôt, Apr. 5, 1825, Concession, Henry to Paquet, is an example of a grant which nullifies a previous one made before Dandurand, on Oct. 18, 1820, in this case because of an error in the lot description. The first one would therefore be regranted after this. We note that a time-span of five years elapsed before the error was recognized and rectified.

62 AUM, Baby Coll., 'C', Box 127, GC to Magnan, Lachenaie, 30 May 1771. He writes: "Je suis ici à la Traverse avec Monsieur Foucher ou je resterai jusqu'à demain au soir nous travaillerons en conséquence des procès verbaux & contracts . . . ."

63 Ibid, July 7, 1772.

64 McGinnis had difficulty obtaining the documents to the seignery. See the discussion on p. 400.

65 Henry's importance in Laprairie is referred to by Allen Dever, in his biography of J.-M. Raymond to appear in a future volume of the DCB.

66 Local migrations might be expected to follow the same rules and patterns as long-distance moves. Everett S. Lee, in his "A Theory of Migration," Demography 3 (1966), makes no distinction between these: "No matter how short or how long, how easy or how difficult, every act of migration involves an origin, a destination, and an intervening set of obstacles. Among the set of intervening obstacles, we include distance of the move as one that is always present." (p. 49). Distance was clearly a factor which affected short-distance migrations as well. A closer study would probably reveal fields of migration operating at this micro-level as well. But to test Lee's theory of migration in the context of the Upper Richelieu, we would also have to know whether or not the Christie seigneuries were an area of attraction, or if other locations such as Monnoir--had more of a pull effect. Rates of rent and the quality and amount of land available would be major factors. Our data is more limited, but it does suggest that outside of established migration fields such as that between L'Acadie and Delery, the movements of populations were slight. Generally, however, it is migration to areas outside of Quebec which has received the most attention from historians. James P. Allen, "Migration Fields of French Canadian Immigrants to Southern Maine," Geographical Review (July 1972): 366-383 is an example of Lee's approach. Recent work by Gérard Bouchard and others (See Chapter 3, note 3) on population mobility in the Saguenay remain the exception.

67 A few were German-American in origin. See p. 387.

68 R. W. Widdis, "Motivation and Scale: A Method of Identifying Land Speculators in Upper Canada," Canadian Geographer 23 4(1979): 337-51, looks at the extent to which surveyors were paid in land. Gagan also found that surveyors usually received the best properties in Ontario. (Hopeful Travellers, p. 24.) Under seigneurial tenure, however, these were more likely to be reserved by the seigneur. The surveyors, however, appear to have been able to obtain mill-leases under Henry, and most of the mill sites were named after them.

69 ANQ-M, Pierre Lanctôt, Sept. 22-23; Oct. 6, 1817. David Hébert's sons Jacques, Hilaire and Joseph each received a half lot. Olivier Hébert's minor son Joseph, the same. Louis Bigonnesse obtained a lot for a son, Joseph, absent, and Etienne Boudreau, obtained one for his son Joseph.

70 Robert Sellar, The History of the County of Huntingdon and the seigneuries of Chateauquay & Beauharnois. (Huntingdon, Quebec: The Huntingdon Gleaner Inc., 1888), p. 19; Petition (Odelltown), Sept. 6, 1794, PAC, RG1 L3L, vol. 202, mf. C-2568, 95317-8; "Return of certain approved applicants . . . Township of Sutton . . .", S. Phillips, Attorney to the Petitioners Quebec, Dec. 19, 1800; PAC, RG1 L3L, Vol. 64, mf. C-2518, 3211-2.

71 The links to the Odells were especially ubiquitous. Not only were they related to several families by marriage--the Lewis, Whitman and Ostrum families--but they also had business dealings throughout the community, since Joseph Odell ran a store and extended credit to his customers. See the archive of Pierre Gamelin, particularly "Inventory of the Estate real & personal of the late Joseph Odell, Esq.," April 7 to 17, 1824, ANQ-M. Both the Odells and the Mannings who settled nearby were from Poughkeepsie, New York. Sellar, History, p. 28; PAC, RG1 L3L, vol. 151, p. 73810, C-2551, Petition, Lacolle, Feb. 2, 1793.

72 John Lambert, Travels through Canada, and the United States of America, in the years 1806, 1807, & 1808. (3rd ed.) 2 vols. (London: W. Blackwood, 1816), p. 513, 530. Lambert also refers to a brother who owns considerable property, thus it is not clear which Odell was keeping a tavern, but from the location it seems likely that it was Joseph Odell, Sr.

73 Joseph Bouchette, "Map of the Provinces of Upper and Lower Canada with the adjacent parts of the United States of America etc." (London: W. Faden, 1815).

74 Sellar, History, p. 17.

75 Although somewhat later, the correspondence of Robert Hoyle with his wife Eliza Nye Hoyle demonstrates the importance these settlers placed on visiting their family. PAC, MG 24 B141, pt. 1.



76 Joseph Bouchette, A Topographical Dictionary of the Province of Lower Canada. (London: Longman, ... & Longman, 1832), s.v. "La Colle".

77 Sellar, History, p. 608-11.

78 Some moved to Hemmingford but the Odells and others sold their lots, to James Woolrich who was acquiring vast quantities of land in this area. ANQ-M, Edme Henry, Mar. 29, 30, and Jun. 24, 1799.

79 The Edict of Marly, July 6, 1711, and the edict of Versailles, March 15, 1732. The first is reproduced in William Bennett Munro, ed., Documents relating to the seigneurial tenure in Canada, 1598-1854, Champlain Society publications, III, (Toronto: University of Toronto Press, 1908), pp. 91-94. See also Harris, Seigneurial Regime, pp. 88-116, and "Report of the Commissioners appointed to inquire into the state of the Laws and other circumstances connected with the SEIGNEURIAL TENURE, as it obtains in that part of the Province of Canada heretofore Lower Canada, laid before the Legislative assembly, by Message from His Excellency the Governor General, on the 4th October, 1843." Appendix F, JLAC, 1843, hereafter JLAC, 1843, Seigneurial Tenure.

80 JLAC, 1843, Seigneurial Tenure.

81 Ibid, (A), No. 27, Question 30, "Answer of G. Rowe, Esquire." (Noyan and Foucault.)

82 Memo from E. Henry to WPC, Sept., 18, 1835. PAC, MG 8 F99.9, 4, 10881. This note indicates that Régéné Gagnier has paid the arrears in cens et rentes on lot 10 in Christieville: "Mon. McGinnis pourra lui en donner contrat de concession s'il le juge à propos ayant réglés les rentes jusqu'au onze novembre, 1834."

83 JLAC, 1843, Seigneurial Tenure, (A), No. 30, Question 28.

84 Ibid, No. 31, Question 24. (Lacolle.)

85 Feb. 18, 1765, Réunion devant John Fraser and François Mounières, Montreal, based on an ordonnance by Governor Burton, April 2, 1764. PAC, MG 8 F99.9, 21, 18113.

86 The large number of deeds standardized to 394 d/ 112 A., the rate stated on the location tickets suggests this. (On rates of rent see p. 407.) The 62 copies found in PAC, MG 8 F99.9 are signed between 1788 and 1799, and distributed as follows:

Bleury .....	5
Sabrevois.....	3
Noyan.....	22
Delery.....	0
Lacolle.....	32

87 Appendix II, Document 3; ANQ-M, Gamelin, Jan. 19, 1824, Last Will of Joseph Odell,

88 ANQ-M, Gamelin, Jan. 6, 1843, Last Will of David Sawyer.

89 JLAC, 1843, Seigneurial Tenure, (A), No. 30, Question 43, (Saint-Cyprien).

90 ANQ-M, 17RS2, Noyan Terrier.

91 PAC, MG 8 F99.1, 7 (Letter book).

92 PAC, MG 8, F99.9, 11, List of inhabitants; PAC, MG 8 F99.9, 9, 502.

93 When asked about a parcel which may have been granted twice, Henry answers WPC with: ". . . pour le savoir--Mr. McGinnis peut s'adresser au propriétaire actuel du No. 15--lui faire exhiber ses titres de propriété, en rétrogardant jusqu'au contrat de concession, par ce moyen il verra . . ." EH to WPC, Laprairie, Oct. 15, 1838, PAC, MG 8 F99.9, 3, 10670.

94 Evelyn Kolish, "Le Conseil législatif et les bureaux d'enregistrement (1836)," RHAF 35 (Sept. 1981), pp. 218-21, discusses the difference between the two and the English merchants' objections to the French hypothèques. PAC, MG 8 F99.9, 8, 13179, Retrocession June 3, 1791 (Lukin). The censitaire declared himself unable to put the land into productivity as a result of his poverty ("vu son indigence"). Ibid, 18, 16721, Retrocession, Feb. 3, 1796 (Délisle). In this case the censitaire was a shoemaker from Montreal who had purchased the parcel for arrears amounting to £23.7.0 and found himself unable to pay them. In return for the retrocession, G. Christie acquitted him and all others for arrears in rent on this parcel.

95 PAC, MG 8 F99.2, 2, 4751, Account of the Estate of the late W.P. Christie Esquire with W.N. Crawford, N.P., from July 1845 to March 1, 1848.

96 PAC, MG 8 F99.1, 3, 578-81, WPC to WM.

97 PAC, MG 8 F99.8, 1, 8268, WPC, "Memoranda concerning the seigneuries," [1835].

98 JLAC, 1843, Seigneurial Tenure, (A), No. 29, Q. 18.

99 Gregory A. Stiverson, Poverty in a Land of Plenty. Tenancy in Eighteenth-Century Maryland (Baltimore: John Hopkins University Press, 1977), pp. 10-14, discusses developmental leasing on manorial properties.

100 PAC, MG 8 F99.9, 19, 10751, Concession by John Campbell, 'en son nom et celui de Gabriel Christie'.

101 This is the only grant by Christie with rent payable in wheat. A small number of grants with wheat rents in the seignury of Delery were replacement grants which had originated with the seigneur of Laprairie or of Longueuil not Christie. These are discussed in detail in Appendix III, Note 6, and not included as part of our discussion of the Christie rents.

102 PAC, MG 8 F99.9, 24, "Abstract".

103 Serge Courville, "Rente déclarée payée sur la censive de 90 Arpents au recensement nominatif de 1831: méthodologie d'une recherche," CGQ 27, 70(Apr. 1983): 43-61. Courville maps the general trends for the province as a whole based on the manuscript census of 1831. For the Christie seigneuries, however, this information does not correspond exactly with our findings, but as one would expect, shows they are among the seigneuries with the higher rents:

104 PAC, MG 8 F99.1, 2, 1691, MCB to WM, 1 June 1847. She was told she should be receiving £800 per year.

105 See Chap. 3, Tables 24, 25, 27, and 31, and Table 63.

106 PAC, MG 8 F99.8, 7823-8257. These are from the notaries A.C. Bardy, H. Aubertin, L. Archambault, P. Bessé, and L. Dugas.

107 PAC, MG 8 F99.9, 6.

108 Herbert Mays, "A Place to Stand: Families, Land and Permanence in Gore Township, 1820-1890," CHA, HP (1980): 200-203, looks at the effects of economic stress on land prices for Toronto Gore in Upper Canada. For the effects of the panic on a commercial wholesale firm, see Douglas McCalla, The Upper Canada Trade (Toronto: University of Toronto Press), 1979, pp. 29-35. His examination of the depression of 1857 (pp. 95-116) also demonstrates the local implications of credit links to the metropolitan economy as these move down the chain.

109 Inventory GC.

110 JLAC, 1843, Seigneurial Tenure, No. 29, Q. 48.

111 Ibid, Hamilton vs Lamoureux, No. 116.

112 Ibid, No. 29, Q. 48.

113 Ibid.

114 PAC, MG 24 B141, pt. 1, no.11, Quebec, Dec. 20, 1832.

115 ANQ-M, Greffe A.L. Moreau. Without a figure as to the amount of revenue owing, even the arrears due cannot tell us how much was collected. Furthermore, if there were duplicate payments, then even with such a figure, this would still give us only an approximate figure. The amount of seigneurial revenue due in the Christie seigneuries during Henry's administration would have been constantly changing, since each year new censitaires were created through the land granting process.

116 Jan. 5, 1836, Evidence of Cyrille H. O. Côté, App. E.E.E., JLAC, 1835-36.

117 ANQ-M, Moreau, Feb. 18, 1847, no. 2621.

118 PAC, MG 8 F99.1, 2, 1654, MCB to WM, Short Hill, Sept. 16, 1846.

119 PAC, MG 8 F99.1, 3, Cleather to WM, June 2, 1846.

120 PAC, MG 8 F99.1, 3, Cleather to WM, Oct. 2, 1846.

121 PAC, MG 8 F99.9, 24, "Abstract".

122 PAC, MG 8, F99.1, 3, Cleather to WM, Aug. 8, 1851.

123 ANQ-M, Crawford, Dec. 23, 1846, Lease and Assignment, Tunstall heirs to Henry Hoyle.

124 PAC, MG 8 F99.9, 2, 9059, PAC.

125 PAC, MG 8 F99.9, 2, 9041, Folio 72.

126 PAC, MG 8 F99.9, 16, 15260, Sale, Feb. 20, 1792, Sheriff Gray.

127 PAC, Nominal Index to the Quebec Gazette. This was the number advertised in the Quebec Gazette between 1803 and 1824.

128 PAC, RG4 B17, vol. 22, NCB vs Callaghan.

129 Ibid, vol. 48, NCB vs Wilsie.

130 Ibid, vol. 43, NCB vs Manning.

131 PAC, MG 8 F99.2, 2, WPC to WM, (draft) Mar. 10, 1835.

132 PAC, MG 8 F99.1, pt. 2, 4309-10, Robert McCord to WM, March 10, 1840.

133 Sale, June 8, 1840, John Boston, The Queen vs Hubert Drossin Leblanc of St. Cyprien. The defendant is described as "maintenant exilé par une sentence de mort prononcé contre lui par une cour martiale générale pour haute trahison laquelle sentence a été commuée en déportation." The other cases with the Queen as plaintiff are, we assume, for the same reason, but the sheriff's greffe is not complete for this period. These were against the late Pierre Théophile Decoigne, St. Cyprien, one of the twelve patriotes executed for treason; and against nine others who were deported to Australia: Joseph Jacques Hébert, St. Cyprien, farmer; Hubert Drossin Leblanc, St. Cyprien, farmer; David Drossin Leblanc, St. Cyprien, farmer; Joseph Paré, St. Cyprien, farmer; Pierre Lavoie, St. Cyprien, farmer; Pierre Lavoie, St. Cyprien, yeoman; Theodore Bechard, Ste. Marguerite, yeoman; Joseph Marceau dit Petit Jacques, St. Cyprien, farmer; Louis Defaillette, St. Cyprien, farmer; Jacques Hébert and David Jacques Hébert, St. Cyprien, farmer. All returned after amnesty was granted, except for Joseph Marceau, who married and established himself in Australia. (Félix Leclerc, "1837-1838, dates et événements," in Bernard, Jean-Paul, Les rébellions de 1837-1838: les patriotes du Bas-Canada dans la mémoire collective et chez les historiens, Montreal: Boréal Express, 1983, pp. 132-4.

134 See Chapter 5, p. 584 regarding the cutting of timber on lands previously owned by H.B. Wells.

135 JLAC, 1843, Seignorial Tenure, Q. 48.

136 These lots were No. 34-39 in the 4th concession (206), and No. 55-56 in the 3rd Westover (205). Since they were granted at £2.2.6 /112 A. ("Abstract"), they would have been granted after 1818.

137 PAC, MG 8 F99.2, 2, 4824.

138 PAC, MG 8 F99.2, 2, 4720, "Memo for Deeds from Sheriff (1843); "Abstract", June 12, 1848; Cadastres abrégés.

139 PAC, MSS. Census of Lower Canada, 1831, on C-729.

140 Hazen's regiment of Canadians, recruited from the Valley, had been settled on a refugee tract in New York. Those who fled after the Rebellions and settled in the United States would also have created a focus for later migrations.

141 MG 24 B141 pt. 1, Robert Hoyle to Eliza, Quebec, 26 Jan. 1834.

142 Thomas Nye to F. & B. Nye, Montreal, Jan. 10, 1838, in McLellan, Thomas Nye, p. 12.

143 PAC, MG 8 F99.8, vol 1, pt. 2, John Pearson to [Robert] McGinnis.

144 ANQ-M, Dugas, Inventaire; PAC, MG 8 F99.9, 4, 10909, Obligation, Orange Tyler to François Goyette, Sept. 17, 1858. It refers to Goyette as "travaillant actuellement aux mines de la Californie."

145 ANQ-M, Gamelin, May 22, 1838, Memo.

146 Lee, "A Theory of Migration" and Allen, "Migration Fields." See note 66, above.

147 Recent studies, like the contemporary reports, are concerned primarily with emigration and with the "French-Canadians" not "Québécois". Yolande Lavoie, L'émigration des Canadiens aux États-Unis avant 1930 (Montreal: Presses de l'Université de Montréal, 1972), is a statistical study. Albert Faucher, "L'émigration des canadiens français au XIXe siècle: position du problème et perspectives," Recherches Sociographiques (1964): 217-317, places the problem in the context of the North American Economy. A geographical approach is taken by Allen, "Migration Fields"; Ralph Vicero, "Immigration of French Canadians to New England, 1840-1900: A Geographical Analysis," (University of Wisconsin, Ph.D. Thesis, 1968); and, Eric Waddell, "Cultural Hearth, Continental Diaspora: The Place of Québec in North America," in Heartland and Hinterland, ed. by L.D. McCann, (Scarborough, Prentice Hall, 1982): 132-154. Studies such as Jean Hunter's "The French Invasion of the Eastern Townships," (McGill University, Ph.D. Thesis, 1939) and D.G. Cartwright, "Institutions on the Frontier: French-Canadian Settlements in Eastern Ontario in the Nineteenth Century." Canadian Geographer 21 (1977): 1-21, show the succession from English settlers to French settlers in areas settled by English immigrants in the same period as the Upper Richelieu. But none of these studies examine the migrations of Quebec English-speaking settlers. Although we would hypothesize that they followed the same general trends as migrants from Ontario--moving west rather than to New England--this has not been tested. The concept of migration fields suggests that at the micro-level, this group of migrants would have followed their own migration fields, since their contacts and the backward flow of information would not be the same for those from Ontario, except where the migration was in steps, with some family members moving to Ontario first.

148 The following sales name Alfred Pinsoneault as one of the parties to the sale or as a third party to whom an obligation must be paid: PAC, MG 8 F99.9, 20, pt. 2, 17555, 17574, 17578, 17639, 17643, 17763, 17905; 22, pt. 1, 18713, 18664, 18772; 23, pt. 2, 19350; Elisha Mix and E. S. Goodnow are named in: PAC, MG 8 F99.9, 20, 17439; 22, pt. 2, 18766, 18834; 23, pt. 1, 18974; pt. 2, 19379, 19341, and 19569. Albert Chapman is named in: PAC, MG 8 F99.9, 20, pt. 2, 17587, 17598, 17639, 17647, 17655, 17679, 17690, 17770, 17782, 17794. These are copies of the originals found primarily in the archives of E. R. Demers and L. Dugas. A thorough examination of these archives between the years 1844 and 1854 would probably reveal an even greater number.

## CHAPTER FIVE: THE SEIGNEURIAL RESERVES

### I. TITLE

The seigneurial reserves were those parts of a seigneurie which were not granted "à titre de cens et rentes" but which remained the property of the seigneur. The seigneur's property in the seigneuries at any one time consisted of the lands still ungranted, seigneurial farms, and mill seats. These were his visible properties, frequently referred to as the seigneur's "domain". But the reserves also consisted of his reserved rights to resources, especially oak and pine timber, mines, ores and minerals, and his monopoly over certain activities. The term 'domain,' therefore, is not extensive enough to be used with reference to the Christie seigneuries where for years no manor existed. Since it has found its way into the nomenclature of the seigneuries, however, we use it with reference to specific locations in keeping with contemporary usage. The more comprehensive term, 'reserve' is used to refer to all of the seigneur's property rights in his seigneuries: his domains, title privileges, and monopolies. The extent of the seigneur's reserves was determined by the terms of his own grant and by the terms of the deeds of concession in his seigneuries. The contractual reserves found therein were property rights which, in the opinion of three eminent Paris lawyers consulted by the government in 1765, never had been part of the censive.<sup>1</sup>

A total of thirteen clauses related to and created the seig-



neurial reserves in the deeds of concession to the Christie seigneuries. (See Appendix III, Note 7.) The majority of these, and especially those reserving the use of natural resources to the seigneur, were found in all of the deeds. The clauses which appeared later, such as the regulation of the flow of water and protection against having to pay indemnity in the case of flooding, were refinements on the original monopoly, not new reserves. A small number of reserves and privileges were dropped from the deeds in 1800 or in 1818. Liquor licensing, the right to keep a ferry crossing, and the right of free passage along the river, passed from the seigneur's private jurisdiction to the colonial government's public jurisdiction. That the restriction against the export of logs was also dropped, reflected changes in the nature of the timber trade, which was no longer limited to the seigneur himself. The lands granted after 1818, situated for the most part in the interior of the seigneuries and on the east side of the Richelieu, were free from this restriction, but the reserve of oak and pine remained. Although title rights were not necessarily always enforced strictly, in the Christie seigneuries, the natural resources--minerals and mineral springs, furs, timber, and water--were the seigneur's property.

i) Hunting, Fishing, and Trade

... aussi bien que le droit de Chasse, de Pêche  
& la Traite avec les Sauvages, (aux termes & clause aposés  
dans le Titre primitif de ladite Seigneurie)  
(App. III, Note 7, Type A, 14.)

When the seigneuries were first granted by the King of France, the right to trade with the natives could be a privilege of some consequence. In some well located seigneuries, the trade was the major source of revenue for the seigneur. The exclusive right to fishing and hunting was a remnant of a much more feudal era under conditions quite removed from the plentiful wild life of the North American frontier. The reserve of hunting could hardly be applied in a frontier environment where the hunt not only provided food, but also protection from wild animals. The fishing reserve was applied in seigneuries where commercial fishing was viable, but fishing for home consumption was unlikely to produce reprisals in any of the seigneuries. The seigneur himself purchased fish for the mills at Chambly from some of the soldiers at the fort.<sup>2</sup> The Richelieu abounded in fish during this era and there was commercial fishing at Christieville around the mid-nineteenth century, but the only reference to fishing rights we have found in the seigneurial documents post-dates the seigneurial régime. Censitaires in the first concession of Bleury and Sabrevois protested against McGinnis's fishing operation at Christieville because it caused excessive flooding by obstructing the river.<sup>3</sup> Whether or not this fishery was in operation prior to 1854 is not certain. The reserve of fishing, hunting, and trade with the natives was not an issue in the Upper

Richelieu Valley seigneuries, since these were not the principal economic activities.

ii) Liquor Licensing

... défense audit Preneur de vendre aucune  
Boisson, sans la permission par écrit dudit Sieur  
Seigneur Bailleur .

(App. III, Note 7, Type A, 15.)

By virtue of his right to the "basse justice" of his seigneuries, the seigneur could license drinking establishments. The clause was found in all but one of the deeds granted before 1800 after which it was dropped. The right potentially gave the seigneur the ability to exercise patronage and social control, but it was hardly an essential element in his ability to do so. At Lachenaie, Christie did maintain this right, but his attitude towards it appears casual. He wrote to Magnan: "Genevay fera ce qui est nécessaire touchant la licence pour vendre de la boisson".<sup>4</sup> He must also have enforced this right when the first taverns were established in the Upper Richelieu Valley seigneuries. Taverns were essential to travellers, who needed a place to eat and to rest themselves and their horses. They were of particular importance places where travel could be interrupted: at a ferry crossing, for example. Josephus Vaughan kept a tavern along with his ferry (see below), and John Lambert in his account of 1808 mentions one kept by Odell.<sup>5</sup> The taverns and inns would continue to be important in the development of the seigneuries. Their importance is reflected by travel accounts and documents which refer to inns or taverns rather than to villages.

Mandigo's, Warner's, and Douglass's would be household names well before Saint-Sébastien, Henryville and Douglas Corners. But liquor licensing would be regulated by the government rather than the seigneur.

### iii) Ferry Crossing

Se reserve bien expressément par ces Présentes mon dit Sieur Seigneur, le droit sur ladite rivière Richelieu ou toutes autres rivière ou ruisseaux dans ladite Concession, pour y établir à son profit particulier, un Passage public soit par Bacq, Canot ou autrement, pour les Transports du Public; comme aussi de prendre sur Ladite Concession la quantité de terre qu'il jugera nécessaire pour y établir une Maison de passage, avec le droit en outre par ledit Seigneur ses Hoirs & ayans-causes d'y établir tels personnes qu'il jugera à propos de comettre à cet effet, en diminuant toutes fois la Rente sur ladite Concession au prorata du terrain qui aura été pris pour l'effet que dessus.

(App. III, Note 7, Type E, 16.)

In the reserve of the right to establish a ferry crossing on the Richelieu, the seigneur monopolized a potentially lucrative business, and had the right to regulate a field which would later divest to the colonial government. Only a limited number of deeds included this clause: 64 deeds passed between 1796 and 1800. Of these, few were actually located on the River; they were mostly in Lacolle-South and in Christie Manor. Since the right to a ferry crossing is relevant only to the deeds to river-front properties, one must conclude that this particular form was prepared at the time the concessions along the river were granted, and that if our data was complete, more of these deeds would be for these parcels.

Ferry service across the Richelieu was an important part of the road network of the Richelieu Valley. Except in the winter, the river acted as a barrier to communication. Bridges were never numerous, the extreme width of the River acting as a deterrent. The most frequented crossing site was at St. John's, with Christeville on the other side. The first ferry crossing there was established in 1797 by Ephraim Mott. It would serve until 1827 when Robert Jones built a wooden toll bridge between the two.<sup>6</sup> To the South, near Ile-aux-Noix, a ferry was operated from Vaughan's Point (also Naylor's Point) from around 1805.<sup>7</sup> On the Lacolle side, a ferry was operated by Robert Hoyle in the 1830s, if not earlier.<sup>8</sup> Just how lucrative these crossings were, we do not know. They may not have provided the seigneur with any direct income, but the seigneur was exempted from paying ferry tolls (as was the case in Lachenaie), which in itself could represent a substantial saving.<sup>9</sup>

#### iv) Passage on the River Richelieu

Et ledit Preneur ne pourra faire aucun Bâtiment ou enclos sur la devanture de sa Terre, près de la grève, qui pourroit aucunement interrompre la navigation de la Rivière, laquelle doit être en tout temps libre pour le passage des étrangers & passants, pour au moins de [36 or 6] Toises, à prendre de la plus haute marque de la Rivière...

(App. III., Note 7, Type A, 17.)

The censitaires were not allowed to build along the shore of the river. The implication is that the right to build wharves, or and other improvements related to transportation was reserved to the seigneur. This clause, included in all the

Christie deeds, was dropped from the Henry deeds. By that time (1818), the land along the river was conceded, and the clause no longer relevant. Any further need for such a reserve could be covered by the restrictions against building on any rivers and streams, found in the clause reserving water rights to the seigneur. Given the significance of the River Richelieu in the transportation network, both this and the previous clause demonstrate the extent to which the seigneur monopolised the commercial activity of his seigneuries, especially before 1815.

#### v) Building Materials

Moreover, the said lessor doth reserve the right to the said Seigneur, his heirs and assigns, of taking and carrying away all sorts of wood, timber, stones, and other material necessary for the construction and reparation of Churches, Minister's Houses, Public Buildings, Mills, Mill-dams, Manors or Seignourial Houses, their dependencies, as well as for fences or inclosures on the domain of said Seignoury, without paying any thing to the proprietor of the said lot of land.

(Appendix III, Note 7, Type I, 18.)

This reserve clause is self-explanatory. The seigneur's resources in building materials were available to meet the seigneur's construction needs. A broad interpretation was given to the domain in this regard, and the privilege was extended to public and religious buildings. Although this reserve did not prevent the censitaires from using the building materials found on their land, they would never be able to sell these to the seigneur or to the government for public buildings. All building materials were affected by this clause. The censitaire's role in the seigneur's construction enterprises was that of labour

supply. William P. Christie would even consider it an act of charity to employ the poor of the seigneurie during the winter, at preparing gravel for a road he wanted built:

Your mention of the mud reminds me that before next spring [1845] some steps should be taken to cover that slough of Despond between my House & the new bridge near Mr. Forest's. Mr. Jones & myself, you know, were to stone that part of the road. Would it not be well to have before that time some stones broken up that lie about the Domain farm, by the Poor whom we must assist in the winter. This should be a joint concern, if he approves it, between that Bridge, and the turnstile leading to the Church, which, I think terminates his ground on one side.

(WPC to WM, Brompton, May 17, 1844)<sup>10</sup>

#### vi) Mines, Ores and Minerals

Pareillement réserve sur toutes les Mines, Minière & Minéraux qui sont actuellement ou pourroient être après se découvrir sur ladite Concession . . .

(App. III, Note 7, Type A, 19)

Also excepting and reserving . . . all mines of metal and mineral, quarries and beds of marble and sea coal, salt springs and mineral waters; with the right and privilege of digging and working such mines, quarries and beds; to use and turn to his own profit and advantage such mineral waters and salt springs and of having and using a road or passage through said premises to communicate to and from such places to a public road by paying to the proprietor a just price for the said road only.

(App. III, Note 7, Type I, 19.)

The reserve of mineral rights on the censive was determined, at first, by the conditions of the seigneur's grant which reserved precious minerals for the Crown and made it the seigneur's responsibility to inform the Crown of any such discoveries. The earliest versions of this clause reflected this. Later, however, the reserve was clearly to the seigneur. As the additional

clause in the Henry deeds shows, the right of access was an important aspect of a resource monopoly. The specific reference to salt springs and mineral waters reflected the popularity of mineral spas in this period. A mineral spring was found near Pike River in 1844. William P. Christie expected it to be similar to that in Alburg, and thought that the whole Richelieu Valley was likely to abound in these saline and sulphureous springs.<sup>11</sup> Although the event was worthy of mention, it did not generate any particular excitement, so that the value of these must have been minimal at the time. Nonetheless, the slight change in this particular seigneurial reserve clause demonstrates that the intention was to reserve any resources with a commercial value rather than a specific type of mineral or ore.

#### vii) Oak and Pine and their Export

... & ledit Sieur Seigneur Bailleur réserve tout le Bois de Chêne propre pour la construction des vaisseaux, aussi bien que les Bois de Pin pour des mâts, avec défense aux habitants de ladite Seigneurie, de transporter hors d'icelle aucun Bois de sciage, à peine, &c. liberté néanmoins pour eux d'en faire usage pour leur besoins propres sur leurs dite Terres seulement.

(App. III, Note 7, Type A, 20-1.)

The origin of this reserve was also with the Crown. Oak for vessels and pine for masts were national commodities in the age of sailing vessels and battles won or lost by the timely arrival of a nation's fleet. Although Britain's dependency on her naval fleet has perhaps been given more attention than France's naval enterprises, the reserve of oak and pine for vessels was common to both countries.<sup>12</sup> In early deeds, this reserve was an



Obligation to "preserve all oak timber fit for building ships of war to his majesty" (Appendix II, Doc. 1). By 1785 it had become a seigneurial reserve in the deeds of concession, but the crown's rights were not extinguished. The question was whether or not the Crown could simply cut the timber it required on seigneurial lands, or whether it had to give due notice and pay the seigneur the market value of any timber cut. In the Christie seigneuries this question was a practical one. It would arise during the American Revolution, and during the Napoleonic Wars. In these disputes, a distinction was made between oak and pine, over which the crown did consider it had rights, and general timber cut by the garrisons for firewood. In time of war, however, the seigneur's legal position was placed in abeyance while the army pursued its activities with a view to winning the war, but a friendly commander was an important asset.<sup>13</sup> The seigneur would be compensated for any infringement of his rights after the war.

Because of their location on a military route, the Christie seigneuries could hardly avoid such appropriations. During the American War for Independence, the troops occupied Ile-aux-Noix which was never returned, although it was still listed as Christie's property in 1799.<sup>14</sup> The army also cut timber on the seigneuries and occupied the mill at Lacolle, but it seems that it did so with permission and by paying for the timber cut.<sup>15</sup> Gabriel Christie's subsequent petitions for land in compensation for the 'depredations' he had suffered during the war referred to his losses to New York rather than to losses within Quebec.<sup>16</sup>

The case of Burton vs Alexander Phelps<sup>17</sup> referred to cutting

in Delery, Lacoille and Noyan between 1807 and 1812, not by the army itself, but by the firm of Scott, Idles & Co., which held the royal license for naval stores. Phelps's case rested on the assumption that, as an agent for Scott, Idles & Co., he had the right to cut oak for the crown, and that the oak in the seigneuries was the property of the crown (the British crown having succeeded to the rights of the French crown through conquest). The action by Burton called for Phelps to deliver 2000 each of masts, yards, spars, logs of pine timber, pieces of square pine timber, logs of oak, and pieces of square oak, all supposedly cut on his property. (Phelps admitted to cutting only 293 oak timber trees.) The Court of King's Bench dismissed the action with regard to the cutting of oak timber, but condemned the defendant to deliver up 185 pine logs, 260 logs or pieces of square pine, 18 masts, and 10 spars--or in default their value--since they had been "wrongfully cut down in and upon the estates and seigneuries of the Plaintiff" (NCB vs Phelps).

During the War of 1812, the army's cutting activities in the Christie seigneuries were extensive. N.C. Burton claimed that 139,000 feet of pine and 35,000 feet of oak had been cut in Chambly, Sabrevois and Noyan as well as 7,000 cedar pickets and 400 spruce knees. Claims for this timber alone (recognized by the Board of Claims held at Chambly on June 28, 1814), amounted to £608.<sup>18</sup> A further £750 was claimed for 300 acres of land stripped of timber. The board established the facts of the losses but made no statement as to "whether and how far Lieut. Genl. Burton might have been held by reason of reserves in his

titles.<sup>19</sup> The opinion of D. Ogden, after examining the original title deeds of the seigneuries, was that the government had neither the right to remove oak without paying for the value of it, nor the right to cut or use timber without inspection by the Inspector General and due notice.<sup>20</sup> The government eventually admitted all of Napier C. Burton's claims for timber, but refused to pay for the acreage cleared, which it considered to be sufficiently compensated in his general claim for damages. At Lacolle Mill and Chambly, the compensation paid was £237.10 and £250 respectively, bringing the total approved claim to £1095.12.6, allowed on February 25, 1815.<sup>21</sup> This confirmed the seigneur's property rights, but if the crown needed oak, he was bound to sell it. At the end of this conflict, however, most of the oak had been cut, and the question of property rights in timber was no longer an issue between the crown and the seigneurs.

During the war the colonies became a major supplier of square timber. The era of marking only the best trees with the royal cross was followed by that of large-scale commercial exploitation of colonial timber resources, white pine in particular, and crown lands were opened to cutting by leaseholders. With the loss of the American colonies, and with them, the Lake Champlain Valley, this area lost much of its attraction to the larger timber operators, who turned to the Ottawa Valley, Upper Canada, and New Brunswick as a source of supply. In the Christie seigneuries the question of timber rights became an issue between the seigneur and the censitaires.

The restriction on the export of logs (bois de sciage) in the Christie deeds was of a commercial nature and not an extension of the royal reserve. G. Christie reserved the best areas of commercially exploitable timber located on the streams where he had mills, and wanted to prevent the censitaires from cutting timber on these domains. He would not grant lands on property reserved for timber:

Pour à l'égard des habitants qui vous ont demandé des terres au Sud de la Rivière St. Jean Baptiste, c'est le domaine qui a été réservé lequel je n'ai jamais proposé de ne concéder un seul arpent nom plus que M Repentigny, en outre c'est là que la pinière du moulin à sci est. Ils ont certainement assés de choix s'ils veulent des terres tant sur la Rivière St-Pierre ou La Plaine, Ruisseau des Anges que celle de Lachigant aussi bien que les terres enclavés entre les Rivières pour lesquelles tous les procès verbaux sont fait pour que vous puissier concéder quand & à qui il vous plaira, ayant réservé le domaine comme susdit, et à une certaine distance du Rapide.

(GC to Magnan, Mtl, Mar. 23, 1771)<sup>22</sup>

To put this policy in effect, however, required constant watchfulness and the presence in the seigneuries of people the seigneur could trust when he could not be there himself. Christie was always alert to the possibility that his rights were being infringed upon as we see in the following letter:

En chemin faisant après que je vous ai quitté j'ai vu 7 à 8 traines chargées de piquets de cèdre pour les clotures etc. L'on ma informé que c'était Jacques Cottineau qui les avait acheté d'un nommé Pierre Beauchamp à la cabanne ronde. Je ne savais pas qu'ils

eussent des cèdres de ce côté là, probablement ils l'auront coupé sur mon domaine pour le vendre lorsque l'occasion s'en presentiroit-, il vaut la peine de s'en informer ou de dire à Saint Louis de tenter de la découvrir--

(GC to Magnan, Montreal, Mar. 27, 1774)<sup>23</sup>

His concern caused him to withdraw certain lots near the domain from the usual granting procedure, having the yearly rents charged to his own account, so that "j'aurai le temps de chercher quelqu'un pour y mettre qui auront quelques soin des intérêts du seigneurs en cette partie & en même tems vous ne recevrez aucun préjudice en vous empêchant de ne les pas concéder."<sup>24</sup> He also informed Magnan, that he might be of service to him at some time, especially if he found him careful "de prevenir le monde de couper ou voler mes bois."<sup>25</sup> This last statement is revealing. To Christie, the timber was his, and to take it or cut it without permission was stealing. The censitaires may not have agreed with this point of view, but in law, Christie was right. Although we have no evidence which is as direct as this correspondence with regard to the Upper Richelieu Valley seigneuries, his attitudes and policies there were the same. The domain at Lacolle, for example, was originally over 1 league of frontage by the depth of the seigneury, on both sides of River Lacolle. The domain in Delery, although narrower, also extended the whole depth of the seigneury. (See Map 27.) The reserve of the right to export of logs was a statement of this policy, as was his earliest concession. (See App. II, Doc. 1.)

In response to the changing nature of the timber trade after 1815, the export reserve clause was dropped from the deeds of concession. Before 1815 the seigneur was virtually the only entrepreneur in the seigneuries, and by building and running sawmills directly, benefitted from his monopoly. With the townships receiving settlers on both sides of the seigneuries and vast new areas of timber land opened elsewhere, the seigneur's timber monopoly was irrevocably broken. To participate in the timber trade, the Upper Richelieu Valley would have to be competitive since metropolitan merchants operating through subcontractors were not limited to this region. If the restriction of the export of logs was dropped, therefore, it was because conditions had changed, not because the seigneur was no longer interested in his reserves. The natural advantage of the Upper Richelieu Valley in terms of location would assure it a share of the market, but not if the seigneurial reserves rendered the trade uncompetitive. The reserve of "every pine and oak tree that now are or will be hereafter growing on the said premises" (App. III, Note 7) remained, but it was no longer enforced as such. Instead, the agent 'sold' these timber rights through the bonus system to the censitaires. (See pp. 392-5.) Once they had acquired timber lots, they were not prevented from using and selling timber found on it. Furthermore, a growing regional market for lumber and for firewood would mean that the commercial species would no longer be limited to the reserved pine and oak.

viii) The Banal Mill

LA DITE Concession sujette au moulin banal d'icelle (lorsqu'il y en aura un d'établi, et des censitaires suffisants pour l'entretenir) à peine de confiscation des dits grains qu'il aura fait moudre ailleurs.

(App. III, Note 7, Type E, 22.)

The said grantee doth promise and oblige himself, his heirs and assigns, by these presents (under the penalty of the grain, that he or they shall have grounded elsewhere than the Banal Mill of the said Seigneurie, being confiscated, and paying double toll) to carry to the Banal Mill of the said Seigneurie all Wheat, Rye, Barley, Indian Corn and every other grains that he or they may have occasion to be ground, for grinding which the said Seigneur . . . shall or may lawfully take and retain, to their own use and profit, one fourteenth part of all such grain.

(App. III, Note 7, Type I, 22.)

The seigneur's customary right to have his censitaires grind their grain exclusively at the banal mill was well established in the colony. The deeds written in French referred to it in passing, but even without mention, this privilege would have applied since it formed part of the Coutume de Paris. The banalité applied to the grain consumed in the seigneuries, and not to wheat for export. But as the English deeds pointed out all grains, and not just wheat, were affected. The banal monopoly, however, could only be applied where the seigneur had in fact built a grist mill. In Lachenaie, where Christie's mill faced competition from Jordan's mill in neighbouring Terrebonne, his attitude was to enforce the banalité with court action if necessary, but only by making a few examples to prevent further contraventions.<sup>26</sup> At Chambly a protest was prepared to prevent the building of a mill prejudicial to the seigneur's.<sup>27</sup> The

situation in the Upper Richelieu Valley, still being settled in the first half of the 19th century, was somewhat different. These seigneuries had grist mills at Lacolle, Napierville, Christieville, and Pike River at various times, but never did all five seigneuries each have their own grist mill. Sabrevois would never get one. The major complaint of the censitaires on this question was that the seigneur failed to provide this service.<sup>28</sup> They claimed they wanted to build such a mill, but that the seigneur prevented them from doing so. Because of the expense of building grist mills, the seigneur preferred to locate them at the better mill sites. The monopoly enhanced the viability of larger mills such as the one at Chambly and Lacolle, and later at Christieville and Pike River. But the seigneur had little incentive to build new grist mills in the southernmost half of the seigneuries because the censitaires in this area concentrated on growing corn and keeping livestock such as as sheep, rather than on growing wheat. (See Appendix I, Tables 83-5.) The main advantage of the seigneur's monopoly, therefore, was that his mills would not face competition even when they were an inconvenient distance from some of the censitaires.

#### ix) Mill Sites, Mills and Water Flow

By reserving in all of the deeds of concession mill sites, the right to control water flow, and the right to build mills in the seigneuries (Table 105), the seigneur created a contractual monopoly in his seigneuries which we refer to as his "mill monopoly". This must not to be confused with the customary



banalité which referred to the monopoly of the banal mill to grind the grain consumed in the seigneuries. Here we are referring to the right to use the water power of the seigneuries for any type of industrial development whatever. These clauses were later further enhanced by one which protected the seigneur from suits for damages due to flooding.

#### Mill Sites

Also, should any favourable and convenient spot or place, for that purpose, be hereafter discovered, the said lessor hereby retains and reserves for the Seigneur . . . the right of taking possession, enjoying for ever, a piece or parcel of the said premises, (near the said mills and water-works) of four arpents in superficies; and to lay out and use through and cross said premises, roads leading from any public roads, to and from the said mills, by reimbursing and paying to the then proprietor of the said premises, if such piece of ground is cleared and improved, and not otherwise, a just price . . .

(Appendix III, Note 7, Type I, 23.)

The reserve of mill sites was standard practice in the Christie seigneuries. Not one of the many deeds examined did not include this reserve. The area which could be repossessed thereby was 6 Arpents at first and 4 Arpents later. The clause in the Henry deeds, cited above, was much more complex than that found in the Christie deeds placing more emphasis on the right of access. The Christie deeds were prepared when the seigneuries remained unsettled and large areas on suitable mill streams were reserved altogether. The need for more specific reservations therefore was not felt. As the seigneuries became more settled, the practice was to reserve mill seats at the time of surveying. But the reserve could be used in the eventuality that such a site

was missed by the surveyor, or that further access was required. On at least two deeds of concession, a special reserve was added reserving the right of access to a small stream flowing into the Richelieu. The reserve of mill sites was the legal complement of an administrative policy which saw to it that land suitable for mills and for the transportation of logs to the river remained part of the seigneurial domain.

### The Building of Mills and Water Works

It is furthermore agreed . . . that the said grantee . . . shall not, nor will at any time hereafter, erect, or cause to be erected any Mills, Mill-dams, Water-Works, or Buildings, of what denomination soever, upon any creeks, streams or runs of water, within said premises, nor any Wind-mills on the said premises; neither suffer or permit other persons so to do . . .

(Appendix III, Note 7, Type I, -24.)

This prohibition is clear. The censitaire did not have the right to build mills, whether water or wind, nor any of the associated water-works. The exclusive right to build mills reserved by the seigneur was rigidly enforced, with the assistance of the courts when necessary. The judgements rendered in other cases would have made it less likely that Christie's rights would be infringed upon or that the question would have to go to court if it occurred. When matters did proceed through the courts the judgement rendered was that the censitaire would have to demolish the mill he had already built. In 1774, this decision was rendered against Michel Blais in the seigneurie of Rivière du Sud; in 1816, Dame Charles Joseph de Longueuil

received a favorable judgement against Charles Fréchette, who had erected a windmill in Longueuil.<sup>29</sup> The seigneurs' right to introduce this new monopoly was thereby upheld in the courts and attempts to challenge this would decrease. The implications of this restriction, however, would change with the various administrations. The monopoly could be enforced strictly as under Christie, but mill sites could also be leased or sold.\* (The administration of the reserves is discussed in greater detail in the following sections.)

### The Flow of Water

Furthermore . . . the said lessor reserves all running waters, whereon mills may be erected, and the exclusive right and privilege for the Seignior . . . of building upon any creeks, streams or runs of water, within the said premises, or upon any part thereof, near such creeks, streams or runs of water, such mills, mill-dams, water works, as well as all other buildings and works that they shall think proper and necessary;-- Likewise, of turning and changing the course of the water; and for so doing to dig, cut and trench through the said lot of land.

(App. III, Note 7, Type I, 25.)

The right to control the flow of water was essential to anyone interested in constructing a mill whose power was provided by a water-wheel. The construction and design was the same whether used to drive a grist mill, a sawmill, or other machinery. The right to use and divert the water was essential to create an adequate head of water and build a mill race.<sup>30</sup> This diversion could affect the supply downstream, however, and the number of mill sites possible was limited, not only by the control imposed by the seigneurial reserve, but by the available

water supply. Conflicts could arise between those who had acquired water rights (p. 581). Crowding which in Scotland was a phenomena of the late 18th century, was appearing on the Lacolle River by the mid-19th century<sup>31</sup> The other problem associated with controlling the flow of water, was flooding.

#### Flooding Indemnity

If by the dykes or dams which the said Seigneur, . . . may make, or cause to be made and erected . . . in some of the creeks, streams or rivers . . . it happens by so doing, that the swelling or rising of the waters, should overflow and submerge part of the aforesaid premises, in that case it is agreed, and the grantee promises and obliges himself . . . to permit, suffer and support such overflowing of the waters, without exacting any damages from the said Seigneur . . . but merely a deduction, for the time then to come, of the Seigniorial rents, as a full and sufficient compensation and indemnification for the part of ground thus inundated. Nevertheless, if the then proprietor of the said lot of land, in lieu of suffering and supporting such servitude, upon the above conditions, should prefer and choose to give up and relinquish to the said Seigneur the part of his land thus inundated, it shall be at his . . . option . . . and in that case, the said Seigneur . . . shall be obliged . . . to reimburse and pay to the said proprietor the value . . . of the expenses, only, for the clearing and improvement, that shall have been made and done on such a spot of ground . . . without any further damages or indemnification, whatever, . . . , and such a tract of land . . . shall be re-united to the domain of said Seigneury, and make part thereof.

(Appendix III, Note 7, Type 1, 26.)

This clause first appeared in the Henry deeds. It may have been introduced in direct response to problems over flooding. One major case involving flooding was finally resolved by the courts in 1835 (see p. 559) but the problem must have been a recurrent one. The seigneur's response was to protect himself from suits from the censitaires and to shift responsibility, if

there should be one, to the person holding a mill lease. Given the cost of court cases, the option offered the censitaires in the above clause might often have been the least expensive one. Compensating them for their improvements only is one more example in the way censitaires were limited to the use-value of their land rather than to its commercial or market value. In this case, as in others, the seigneur's commercial situation benefitted from his special and extra-economic relationship to his censitaires.

Before industrialization and the extensive use of steam power, the seigneur's reserves were effectively a monopoly on establishment of manufactures. But this monopoly was of value only if the seigneur had manufactures of his own to protect against competition. Without the capital to invest in mills and to develop his mill-seats, the monopoly was of little value, but it provided the seigneur with at least a ground rent for the use of the land and the water privilege. After 1835, the seigneur could also sell these mill-seats and water privileges. But the seigneur's interest could not be served by standing in the way of development. The mill monopoly was therefore absolute only in law. In practice, it operated within the bounds of what was economically feasible. In Chambly, Christie was able to acquire one of the best mill sites in the colony, although at the time, he was not its seigneur. Since the mill monopoly created revenue only when it was used, it does not appear to have prevented regional development, but the manner of that development was determined by the seigneur's administrative policies.

## II. ADMINISTRATION.

Of the seigneurial reserves in the Christie seigneuries, by far the most important were the mill sites and the reserve of oak and pine timber. Together with adjacent domain farms or timber reserves, these were the seigneur's personal property, and not part of the censive. The large area of land reserved from settlement during Christie's administration was considerably reduced in size during subsequent administrations. Finally, only the actual mill seats and three seigneurial farms remained: Lacolle Mill later known as Richelieu Grange, Springfield in Bleury, and Lakefield in Delery. The location of the mill seats is shown in Map 41. Chambly Mill, the most important mill site developed by Christie, was directly linked to the development of the Christie seigneuries only from 1782-1815. There was a concentration of mill seats on the Lacolle River which was also important as the only location where there was at least one mill in operation continuously from 1764 through to 1854, with the exception of war-time. The mill seat on the rapids of the Richelieu at the mouth of Hazen Creek in Bleury, and the Upper and Lower Falls sites on Pike River in the seigneurie of Noyan had excellent water power, and thus were the most suitable for the establishment of grist mills. The mill sites at Napierville and Henryville were not especially good ones, but took on a greater importance once villages developed nearby. Other sites were located on small creeks and were used only for sawmills. Their major advantage was their proximity to the logs they would saw.

Built quickly and cheaply the mills on these sites were often ephemeral.

The most important source used to study the seigneur's administration of his reserves were notarial contracts which were signed to permit the building of a mill, and to lease or sell an existing mill. Although these allow us to identify most of the mill sites, the record is not always complete for any given site. A detailed description of the domains in 1799 is available from Gabriel Christie's inventory after death.<sup>32</sup> Together with the general account book which was kept by the storekeeper at Chambly from 1800-1804,<sup>33</sup> this has allowed us to look at Chambly and Lacolle Mill in somewhat more detail. Because the accounts dealing directly with the amount of grain and timber brought to these mills are missing, however, a detailed account of the mills as an entrepreneurial ventures was not possible. A general description of the domains was made in 1835 when William McGinnis and William P. Christie took over from Edme Henry's administration, but their information was sometimes quite vague. William P. Christie's will described some of the domain properties. A final evaluation is provided by the Cadastre abrégés of 1857. As shown in Table 39, the area of seigneurial reserves still held by the seigneur had been reduced to only 62 A. by this time. Some timber contracts from the 1830s together with an account book kept by McGinnis for the sawmill at Christieville for the period between 1844 and 1850 provide examples of the way the timber trade and lumber industry operated in this region.<sup>34</sup> We must note however, that we did not attempt

an exhaustive search of the notarial archives for contracts initiated by the merchants who at various times held mill leases. By identifying the most important of these entrepreneurs, however, we have laid the groundwork for future research in this area. We recognize, therefore, that our study of the timber trade and saw-milling in the Upper Richelieu Valley is preliminary at best. Our intention was to shed light on the role of the seigneur and the effect of seigneurial reserves on this trade. To study the trade itself would be a major undertaking and lies beyond the scope of this study. The focus therefore is on the way in which the seigneurial reserves were administered over time and in response to changing conditions in the forest industries.

#### 1. 1764-1783: The Timber Frontier

From the termination of hostilities at the end of the Seven Years War to end of the American Revolutionary war, the Upper Richelieu Valley was part of the greater region known as the Lake Champlain Valley. Located on the periphery of settlement from both the north and the south, and a disputed territory between the claims of old and new grantees, old colonies and new states, the region was a rich source of supply for the most marketable colonial timber--white pine, and oak. Whether cut for staves, reduced to potash, or sold as square timber, oak was the first important commodity to be produced in the area. White pine, used in naval construction, was important especially in times of war, when ships had to be built before armies could be moved. The unimproved state of navigation sometimes meant that naval



construction had to take place on the spot. Settlement of the Lake Champlain Valley increased the flow of trade northward along the only natural water outlet for this region. The extent and nature of this trade in the period up to 1815, has been studied in depth by Henry Muller and others.<sup>35</sup>

The extent to which the Upper Richelieu Valley and the Christie seigneuries in particular contributed to this trade is difficult to ascertain. The crown lands of this area, described as "abounding in useful and necessary timber for naval construction, and . . . convenient for water carriage,"<sup>36</sup> were placed off-limits to settlers and timber merchants. Squatting and cutting on seigneurial and crown land alike, however, was difficult to control, and many of the finest stands of timber were cut at this time. Some of these were cut under the agency of naval contracts. Moses Hazen, co-proprietor with Christie in several properties (see Chapter 2), obtained such a contract from John Henniker, a London merchant and naval contractor. Hazen's partner in this venture was Samuel McKay, the Deputy Surveyor for the Navy.<sup>37</sup> They claimed and cut over 200 logs and sent them to Quebec where they were seized by Daniel Robertson and Benjamin Price, who claimed the logs were cut on their land.<sup>38</sup> A petition to Carleton resulted in the release of the logs. Still unable to meet the demands of their contract, however, they brought in two new partners, Gabriel Christie and Francis McKay, and borrowed a further £1000.<sup>39</sup> This venture, although it represented around £5000 annually, was not a sure proposition, and Christie hastened to disengage himself from it.<sup>40</sup> His other joint venture with

Hazen was not much more successful. While Christie absented himself between 1765 and 1768, the administration of their joint properties (p. 124) was in the hands of Moses Hazen.<sup>41</sup> He constructed a mill in Bleury and a manor house in St. John's, but his tendency to overspend and to disregard the plans he and Christie had agreed upon led to the separation of their property in 1770. A similar decision with regard to Noyan, but where the separation of the properties was delayed, may explain why, prior to 1775, Gabriel Christie focused his entrepreneurial activities on seigneuries he owned outright--Lachenale, Lacolle, and Chazy.

Because the seignery of Lacolle was on the timber frontier rather than on the settlement frontier, Gabriel Christie did not overly concern himself with the division of the seignery into domain and censive. His plan for its development centered on forest industries. The remaining buildings and iron work of the old mill site were purchased with the seignery in 1763<sup>42</sup> and a new mill was built. Because Christie could not always be on the spot, he depended on an overseer to manage his property at Lacolle. Before 1766, this was a man by the name of David Alves.<sup>43</sup> Alves disappointed Christie in the matter of getting logs down to Quebec from Sorel on time, however, and he did not remain. Gabriel Christie's expostulation in a letter to Hazen expresses the frustration he felt when obliged to depend on others for such matters: "I cannot imagine the Cold weather was any sufficient excuse, I don't know how I'll get off the scrape of that freight. There is no dependence on any body I think."<sup>44</sup> It was probably at this time that he persuaded his niece Margaret

and her husband James Bell, a millwright or mechanic by trade, to come to Canada where he became the overseer at St. John's, and later at Chambly.

Lacolle Mill was leased to Benjamin Davis and Thomas Lancey. This agreement could, however, be more accurately be described as an employment contract where the sawyers were responsible for hiring their own assistants and labour and paid by the piece.<sup>45</sup> According to this agreement, the mill and all of its equipment remained Christie's property. The sawyers were responsible for its maintenance and repairs but they were advanced the spare parts likely to be required: 12 files, 2 hatchets, 2 croopers, 4 square dogs, 2 spare saws, 1 spare crank, and 2 spare hoops for the water wheel. Since they would have difficulty doing any work without one, they were also advanced a good horse. The trees of the seigneury which they would be cutting also belonged to Gabriel Christie. The sawyers were to cut and draw the timber to the mill at their own expense and transport the boards and planks in rafts, every spring and autumn, to any part of the River Richelieu between River Lacolle and Sorel at its mouth. An extra allowance of 5 shillings per 1000 feet (1 Spanish \$ per 1000) would be made for those delivered at Sorel. Fir boards (10-35 ft x 10-13 in. x 1.25 in.) would be purchased at £.12.6 / 1000; planks of the same size, for £.15 / 1000. Thicker boards would be paid accordingly, and payment would be made on delivery, or as soon as they were ready for delivery, on demand. Christie would also purchase other types of wood at a reasonable price-- 'as is customary in the country'.<sup>46</sup>

The sawyers had to conduct the mill according to the rules set down by Christie. Only for the mill, and its dependencies, or for Christie, could they cut timber anywhere in the seigneurie. The lumber was to be cared for properly. All boards and planks had to be placed in piles regularly as they came out of the mill or as they were transported to another place--"in a good neat careful way". Slabs were not to be destroyed, but they were allowed to take some to enclose their land if they required it.

Lacolle was on the frontier and no local provisions were available. Fresh milk, peas, oats, wheat, and barley, and perhaps a few potatoes and garden vegetables could more easily and more cheaply be grown on the site than be transported into the area. The sawyers were therefore given permission to graze four horses and four cows on any part of the seigneurie which was not enclosed, as well as to cut hay for them. They were also free to choose a farm of 3 arpents frontage, on which to establish themselves. To help them get started, they were advanced two cows. A domain farm was therefore complementary to the mill seat in this period.

Given that the settlement of the Richelieu Valley extended only to St. John's, the mill would also require its own source of labour. If the workers were not settlers, then accommodation would have to be provided for them as well. A four-room house which Gabriel Christie had built at the mill would serve that purpose. When several runaway tenants from Gilliland's estate in New York arrived at the mill in 1766, however, this must have appeared providential. The mill needed labourers; they needed

cash to pay off their debts to Gilliland, and get a new start.<sup>47</sup> Gabriel Christie gave them the right to settle on the seigneuries in the form of a joint deed of concession (Appendix II, Document 1) and promised to give them each a separate deed at a later time. They may have worked for wages cutting and hauling logs for the sawyers, but if they cleared their own farms and brought oak and pine logs to the seigneurial mill, they would be "entitled to the half of said Logg, the Produce after sawing etc or any other adequate allowance that may be agreed upon for [their] labour . . ." (App. II, Doc. 1).

In 1772 Lacolle Mill was leased to Joseph Lafontaine and Benjamin Labonté with some changes in the terms of the arrangement.<sup>48</sup> The mill farm of 120 A. was now included as part of the lease. The sawyers were expected to cultivate it as much as time permitted. A second mill seat was in operation below the first and care not to damage the lower mill was a new rule. A cutting area for each mill seat had been designated, and the sawyers were not to trespass into the other's area. The mill was leased for a flat fee of £62.10 (\$250) for the mill privilege and buildings, but the leasees were required to provide Christie with lumber for his own use and for his property at Lake Champlain at specified rates. Deals and boards of less than 12 inches wide, or 1.5 inches thick would be paid £1.10.0 per 100; 12 inch boards, at £1. Furthermore, Gabriel Christie could ask for lumber to be delivered to any location, where he would be allowed to purchase it for 5 shillings (\$1.00) less than the going price. As before, Gabriel Christie saw to it that the leasees could

begin working immediately, by advancing them provisions: 2 live cows or 600 lb. of beef or an equivalent amount of pork (at 9 oz for 1 lb. of beef), 2 quarts of pork, 50 minots of flour, and 50 minots of oats. When Christie could not supply Lacolle Mill from his other properties such as the farm at Longue Point, he depended on Magnan at Lachenaie to purchase what he needed from the habitants there. This did not always mean he could get what he sought at a good price, however, and he sometimes felt that the inhabitants took advantage of his "need". No doubt he was right. An example of this was his attempt to purchase a horse for Lacolle Mill. He wrote to Magnan that he wanted one to make a pair. Someone had been waiting a week to take them to Lacolle, where he needed them. He would pay cash which meant it should cost less. He did not insist on a matched pair, but the horse had to be big and strong and the price reasonable. When Magnan sent him a skinny horse with awful curves in its hind right leg, at least 10 years old, and "not worth 100 francs", he was rather upset. Sending it back, he said he would try to find one in Montreal.<sup>49</sup> What is of interest here, is that Christie would first try to buy the horse at Lachenaie where he was seigneur rather than in Montreal which was closer. This is but one example of the interrelationship of G. Christie's properties and of how, during his administration, they complemented one another.

In 1774, Gabriel Christie was informed that he would not be allowed to spend the war in Canada as Quartermaster General, but instead would have to leave for the West Indies (p. 37). His

nephew James Bell was left in charge at St. John's.<sup>50</sup> At Lacolle, a one-year lease for the Upper Mill site was signed in 1774 with a wheat merchant from Saint-Denis, Samuel Jacobs.<sup>51</sup> This lease was for a flat rate of 5 shillings per 100 pieces sawed (1000 feet to be 100). Jacobs agreed to buy the logs already in the river and had the right to cut pine or spruce anywhere, but other species could be cut only for firewood. His labourers were to be positively ordered not to "wantonly spoil or destroy" the property of Christie when passing the Lower Mill. For a period of 10 years, with the exception of a brief interval in 1776, Gabriel Christie would be absent from Canada, and his property in the Upper Richelieu Valley was again on the military frontier of the colony. Like the settlers who abandoned their farms as a result of the war, Gabriel Christie was forced to virtually abandon his domains at Lacolle and Chazy.

## 2. 1784-1815: The Settlement Frontier and Chambly Mill

In 1784, Christie returned to Canada and resumed the administration of his estate. Since he no longer held Lachenaie and the seigneurie of Repentigny had no domains, he turned his attention to the Richelieu Valley, which was now on the settlement frontier. He acquired Chambly Mill, an excellent mill seat on Chambly Basin, where he focused his entrepreneurial activities, adding a second mill to the existing one, and building a manor house. The mill at Lacolle would continue to be the only important domain in the Upper Richelieu Valley seigneuries. After Christie's death, his son Napier C. Burton took over the administration of the domains. But Burton returned to England suddenly in 1802, and the properties operated under the direction of their overseers until 1815 when a land agent, Edme Henry, was finally appointed. The succession of 1800, therefore, did not create a break in administration. The real change occurred in 1815 when Henry took over, and the seigneurie and mill at Chambly were sold. The Upper Richelieu Valley then became the central focus of the Christie estate.

### 1) Chambly Mill

Water power was harnessed for the turning of mills as early as Roman times. The most common type of mill before the 19th century was the grist mill which provided the essential service of manufacturing grain into flour. It served local populations in exchange economies, the miller being paid by a proportion of the grain ground. The most common type of grist mill of the



18th century was a small establishment with one pair of stones, turned directly from the power shaft running into the mill from the water wheel outside, or in the basement of the mill. The mills in Lower Canada, in this respect, were similar to those in other pre-industrial societies. The Chambly mill seat had a grist mill on it as early as 1723.<sup>52</sup> A good year-round site, it only required substantial sums of capital to develop its potential. Located on the west bank of the Richelieu, where the river narrowed into rapids prior to flowing into the small lake called Chambly Basin, its water supply was the Richelieu itself. Although difficulties with low water levels in the summer and with freezing in the winter could occur, under normal circumstances, the supply of power was year round. The development of this site in the late 18th century required the construction of a stone dike, 520 feet in length, in front of the mill. Two large water wheels turned the millstones and auxiliary machinery. In 1782 the seigneur granted all profits for a five year period to Chambly merchant "Jacques" Glenny in return for the construction of a grist mill with two pairs of stones, a riddle and a bolter (cribble et bluteau).<sup>53</sup> After five years, the mill would revert to a half-share agreement between builder and seigneur. Seigneurial rights were exercised in favour of the mill site. As one of several joint owners of a mill seat on the Petite Rivière de Montréal, the seigneur would keep this mill from being rebuilt, thereby minimizing the competition. He would also allow materials for the construction of the mill and a house for the miller to be obtained in any part of the seigneurie.

The merchant Glenny, is almost certainly the same person as James Glennie, the brilliant engineer who was in the area of Sorel between 1780 and 1784.<sup>54</sup> Shortly thereafter, this officer was stationed in New Brunswick, with which he is usually associated. The mill and the agreement with J.-B. Boucher de Niverville were sold and transferred, to Gabriel Christie in 1784 for the sum of £4,000.<sup>55</sup> The mill itself was then complete and a barn was built nearby. In 1796, Gabriel Christie was able to purchase de Niverville's rights and share of the seigneurie for a further £2000. This meant he acquired the domain farm across from the mill, where he would build a new manor house, de Niverville having retained the old manor as his residence.<sup>56</sup> No longer restrained by seigneurial reserves, Gabriel Christie would expand the mill even further, adding new buildings to the mill yard and a new automated mill. The work was almost completed in 1799 so that a detailed description taken from the inventory of his property after his death is possible.<sup>57</sup>

#### The Mill Works

The mill Christie purchased at Chambly was built of stone, three stories in height, and 55 by 35 feet in dimension. It was powered by two large water-wheels (in need of repair in 1799). The machinery consisted of four pairs of stones, a riddle or separator (cribble) and two bolters (bluteaux). The riddle or separator was usually a series of sieves of increasing fineness,

3

used to separate the meal from the chaff, and to allow the fine dust to escape. Whole kernels caught in a first screen were recirculated. The bolter was a machine to sift the flour. Originally using cotton or silk bolting cloth, these were more likely to be using a fine wire cloth at this time.<sup>58</sup> In a small adjacent building (14 x 22) was a barley mill with one pair of stones; its power train apparently ran from the main power shaft, since the two buildings were interconnected by a two-storey high covered gallery. Storage space was not limited to the attic, as was common in small country mills, but was provided for in a large (60 x 30) stone storehouse (hangard) connected to the mill. One of the greatest dangers in a flour mill was fire. The dust from the grinding process was an extremely explosive material. The stones, especially if they were ever allowed to run dry, could cause sparks sufficient to ignite the dust. Standard precautions against fire would include rules against smoking in or near the mill. The roof material of the mill was shingle, covered with tin (garnis de fer), also a precaution. Ventilation was also important and the mill vents were swept frequently, which suggests that every possible precaution was taken to keep the mill safe.<sup>59</sup> A further problem in many small mills was the presence of a kiln for the drying of wheat at one end of the mill. At Chambly, this was not the case. A sixteen square foot kiln or stone oven was under construction in 1799, but as a completely separate structure, not within the mill. In the mill yard was a large wooden stable (100 x 30), in excellent condition. Roofed

with shingles and covered by boards, it was probably used for the storage of hay and carts as well as the horses used by the mill. There was also a blacksmith shop on the premises, although no separate building is indicated.<sup>60</sup> The miller's house completed the mill yard; But this was not the usual cottage for the miller and his wife. It was a large wooden building with six apartments on the main floor, four rooms in the attic, a cellar below it, and a separate kitchen on the side: more like bunkhouse than a cottage.

Chambly Mills were commercial in their orientation. Yet even their capacity was not considered sufficient, and in 1799 a new mill had just been completed.<sup>61</sup> A stone structure 25 by 55 feet in dimension and four stories high, with an attic, the mill held three pairs of stones--which still required some work (perhaps the dressing). The power train, made of cast iron (fer fondu), was in place and two bolters and an elevator were installed. The automation of flour mills including the elevator, was the invention of Oliver Evans, and one of the major improvements in the milling process to be made during the industrial revolution. The elevator consisted of "a series of tiny buckets, or cups, fixed to a continuous leather or webbing belt working inside a wooden casing, which carried the oats upwards and returned for refilling in a circular motion."<sup>62</sup> (See Figure 22.) This left the separator to be built and installed. It would cost perhaps £250 to complete the work. Unfortunately, the inventory did not estimate the value of the mill, but if the mill as purchased was valued at £4,000, a cost of £2,000 for the new mill does not seem unlikely especially if

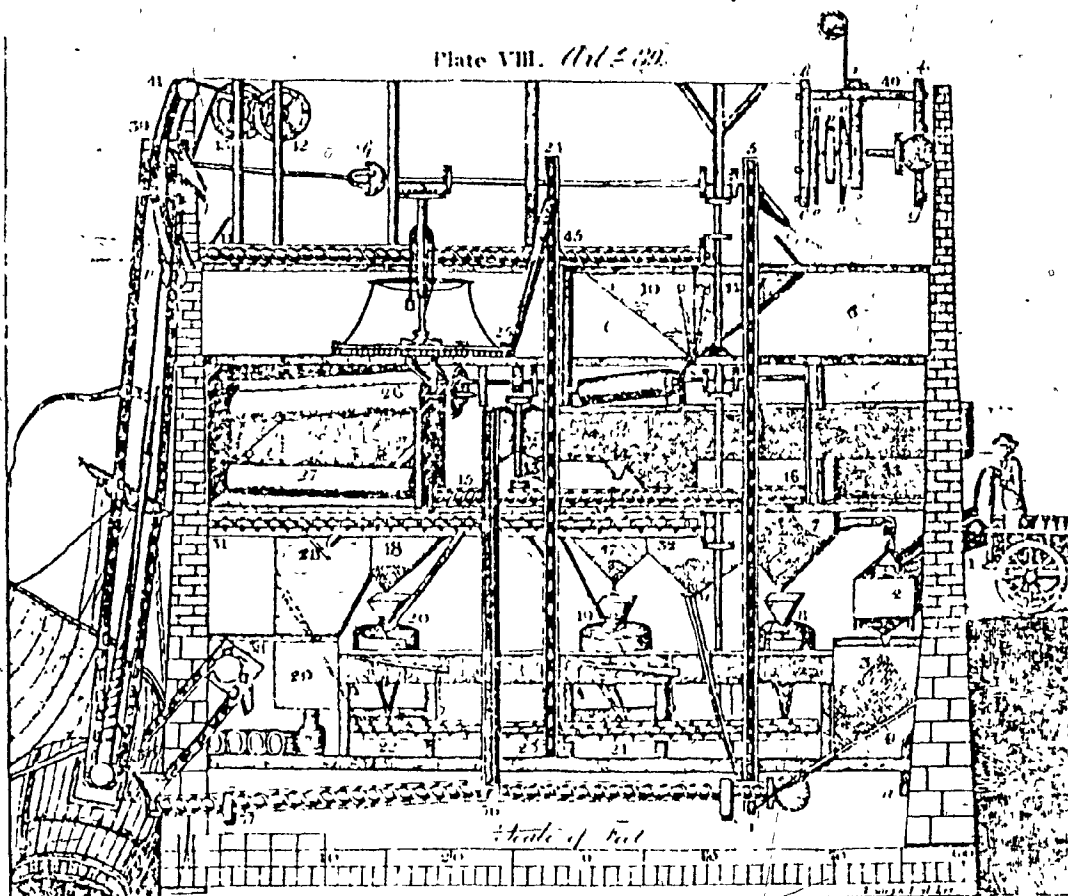
one considers some of its more expensive features such as the cast iron power train. The construction of several large stone buildings was also an important factor in the cost. The new mill was completed only a month after Gabriel Christie's death. On February 14, 1799, John Robertson wrote triumphantly to his friend Berczy: "Mr. Yule set the new mill a going the day before yesterday--one pair of stones ground fourteen bushels of wheat, within the hour". If he meant that 3 pairs of stones ground would grind 42 bushels, it was indeed impressive since "flour mills turned by water seldom ground more than five bushels of flour in an hour."<sup>63</sup> The triumph of the industrial revolution (the Albion Mills of London), a steam mill with 150 h.p. and 20 pairs of stones, produced 150 bushels of flour an hour. By comparison, the production achieved at the new mill at Chambly was a notable achievement, for which Gabriel Christie and William Yule should be credited.

#### The Basin Farm

On the road just behind the mill, Gabriel Christie had his seigneurial manor house built. Called "Chambly Castle" by his son-in-law, it was a two-storey stone building, 49 by 29 feet in size (Inv. GC). The seigneurial farm, called the "Basin Farm" in the Chambly account book, was a property of 345 A. of which 80 A. were cultivated, 60 A. were in meadow, and the remainder was in overgrowth and in summer fallow. Its buildings consisted of a wooden farm house with two stone chimneys (in a poor state), a 60 by 30 foot granary in excellent condition, and an old stable.

FIGURE 22  
AN AUTOMATED MILL

PLATE VIII.  
An autom'ed mill from the The Young Millwrights Guide by Oliver Evans, 1789. This illustration shows all above 15, and 19, rollers or stamps (15, and 17) and the hopper box (25).



SOURCE: John Reynolds, Windmills & Watermills, p. 51.

The equipment and livestock on the farm give the impression that this was an ordinary peasant farm which had not felt the effects of seigneurial management to any great extent, despite its size. There were only a few pieces of equipment--a plow, a cart, a harrow, a sleigh with iron runners, and an assortment of hand tools such as picks, axes, forks, and a timber chain (chaîne à billot). The livestock consisted of: 2 old horses, 2 good horses, 5 cows, 3 heifers, 5 steers, and a team of oxen for work. The inventory also listed 2,500 bundles of hay, 300 sheaves of wheat, and 200 of barley and oats. (Inv. GC.)

#### Lacolle Mill

Before the American Revolution, mills were in operation at both the Upper and Lower mill at Lacolle. When the inventory of Gabriel Christie's property was taken in 1799, however, only one domain property was mentioned. Perhaps both were treated as one. These was both a sawmill and a grist mill. The grist mill at Lacolle was new, having been contracted for in 1788.<sup>64</sup> In 1799, it was described as a stone building 60 by 36 (English) feet, in good condition except for the water wheel which was in need of repair. Its machinery consisted of 3 pairs of stones, one riddle and two bolters. The sawmill was no longer in service, but Christie had planned to rebuild it the following summer and the building materials required were already contracted for (Inv. GC).

The farm at Lacolle now had 50 A. cleared and in prairie. Animals were kept for food and for work: 3 teams of oxen, 7 cows,

1 steer, 9 young pigs, 1 old horse, 18 sheep, 2 horses, and 10 chickens. There was no equipment beyond a plow, carts and sleighs. (Inv. GC.)

#### ii) Organization and Management

The domains at Chambly and Lacolle, were small manufactures supported or complemented by domain farms. The seigneur was the entrepreneur who had brought together the required factors for their establishment: capital, a mill seat location and property rights (the right to build a mill within seigneurial land), technological expertise for the construction of the mill, and, the labour force required for its construction and operation. As proprietor, the seigneur was at the top of the management hierarchy. For Gabriel Christie this was not just a nominal role, but one which he exercised personally, being quite competent to do so. He was generally familiar with the technology of the period, had useful contacts in the military, the government and in the fur-trading community, and was able to find the capital required to put his plans into effect, from his own estate, or through loans. Under Napier C. Burton, Samuel Potts was in charge of the general management of his personal property and saw to the daily operations at Chambly. But Potts did not have a general power of attorney to act independently in all matters, and top management, in the realm of long-term planning and capital expenditure, was lacking. The system, as established by Christie, continued to function more or less profitably despite this gap. Its effectiveness takes on even greater significance therefore, since it would have to serve for fifteen years



after his death.

### The Overseers

Gabriel Christie saw to his affairs personally, but each of his domains was under the direct management of an overseer. This person had extensive responsibilities over the daily operation of the domain. Essentially, he was responsible for the accounts, for the other employees, for the repair and maintenance of the domain properties, and for generally advancing Gabriel Christie's interests and following his instructions. In some cases the overseer's responsibilities were shared between one or more persons.

At Chambly Mill, the overseer William Yule had extensive responsibilities, since he was responsible for all construction and maintenance of the projects then under way, and all workers. He was referred to as the 'top mechanic for the mill and inspector of all the works' (Inv. GC). He began his duties there on October 25, 1794, and in 1803, he was still there. His experience at Chambly would serve him well and he would go on to become a seigneur and mill-owner at Chambly in his own right. Yule's responsibilities at Chambly were primarily technological. The bookkeeping side of affairs was the responsibility of the storekeeper, John Hall. As bookkeeper, and accountant, Hall was responsible for making many of the small cash expenditures required for the domain. Inputs of cash, when required, were provided by the seigneur directly, or by his agent. The miller, Pierre Noël, kept his own account of the wheat ground. Although

he was under the general management of William Yule, it is unlikely that the daily operation of the mill was subject to interference. Paid a yearly salary like the managers, rather than at a daily or monthly wage rate, he can also be considered as part of the management team.

At Lacolle, the domain was much smaller, and only one overseer was in charge. This was the surveyor Joseph Whitman, "gardien et inspecteur de tous les interests" of Gabriel Christie. He began his services on May 16, 1798. Despite his title, however, his responsibility did not extend to the mill, which was the sole responsibility of the miller, William Lamoureux. (Inv. GC.)

Although none of the account books from Gabriel Christie's administration have survived, or they have not been located, the inventory's listing of his accounts does give us at least some idea of how his accounts were kept. Account book 'A' was a general account which began with Yule's administration in 1794 and continued to 1796. Account book 'B' continued the first until 1799, and included accounts for cordwood, oats and other items. Account book 'C' recorded the expenses at Chambly, from 1794 to 1798. The labourers' accounts and receipts from 1798 to 1799 were kept in account book 'D'. There were two note books which began in 1796 and continued to 1799. These were probably pocket size note books in which items could be jotted down on a daily basis to be entered into the proper account book at leisure. The grist mill's wheat records were kept separately in the "Livre de compte de bled de mouture" which began on October 15, 1794 and continued to February 9, 1799 ('F'). The sale of

barley was recorded separately in its own account book. We do not have any record of how the mill was managed between 1784, when Gabriel Christie acquired the lease from Glenny, and 1794, when Yule began his administration, but the proceeds were entirely Christie's only to 1787. From 1788 until his purchase of the seigneurie in 1796, the expenses and revenues had to be shared with the seigneur of Chambly, Sieur de Niverville.

The managers of the domain were employed on a yearly basis, and were paid on that basis. The terms of William Yule's agreement were that he would receive £111 annually, his board, lodgings and laundry. When he was not provided with board, as was the case after April of 1801, he was paid a monthly board wage of 4 s. 6 d. per day. This gave him a further £82 per year. John Hall received £40 per year in 1799. His operation of the store, therefore, must have been as a clerk only, the actual profits belonging to Gabriel Christie. He received a board wage, at the same rate, and from the same time, as William Yule. Joseph Whitman, for his duties, received a salary of £70 per year. He also had property in Lacolle, and conducted surveys for the rural population and the seigneur. The domain, therefore, probably did not require his attention full time. How long he remained in this position is not known. The miller at Chambly received £35 per year. The terms are not known. It is not unlikely, however, that a house would have been included as part of his salary as well. In Lacolle the miller was paid £75 per year, and as noted, was solely responsible for the mill. The mill farm, which in the past had been part of the mill lease, may

not have been included in his agreement, which might explain why he received considerably more than the miller at Chambly. These were the salaries contracted for in 1799, when Gabriel Christie's inventory was taken. We do not know how long they remained in effect under Napier C. Burton, but there were some changes. The miller Pierre Noël was no longer at Chambly in November of 1800, when the Chambly Account Book record began. John Henderman had advanced into the position of top miller, but he was paid by a daily wage rate. Under Napier C. Burton, therefore, it seems the miller was not part of the management team, but one of the hands.

Each domain was managed separately and kept its own accounts. This was essential in the case of Chambly when costs and revenues were shared. Nonetheless, the properties were interdependent. Exchanges from one domain to the other were accounted for on a cash value basis, but this was money of accounting and not actual cash transfers. Any real transfer occurred with the seigneur as intermediary, not directly. Both domains could also be called upon to supply the personal household needs of the seigneur, whether in Montreal or in Chambly. The movement of goods between the farms and the mills was treated in the same way. Although goods moved continuously between the parts of the estate, each unit could account for its own production and its own expenses. But when shortages caused price increases, the wheat and hay purchases by Chambly from Lacolle balanced out for the seigneur and were to his advantage in contrast to the hard cash purchases made from local producers. Although the interrelationship of the properties kept outside purchases to a minimum, they were unavoidable. The domains

required some goods for consumption and for the maintenance and operation of the mills. It therefore became a point of exchange in the local economy.

### iii) Collection and Exchange

To function, the mill required a certain number of input factors. The Chambly Account is largely made up of items purchased during the construction of the new mill. Pine boards, shingles, glass, and putty, would be required at other times as well, but not in the same quantities. The water wheels were the most vulnerable part of the mill and the most likely to need repairs, but other parts of the building were also under considerable strain during the milling process, so that maintenance was an ongoing process. The power train of the new mill, if not also the old, was of cast iron, however, and not as liable to breakage and wear as wooden gears and shafts. One item of importance purchased regularly for the mill was rendered tallow (App. I, Table 100). Some of this was required for candles, but it was also used for greasing the machinery anywhere that might come into contact with the grain. As Gauldfe explains, this was usually done "while the stones were lifted for dressing, [when] the miller used to take the opportunity to grease the shaft at the point where it is normally encased in the eye of the millstone and out of reach. Best quality fine beef suet, preferably kidney suet from which all traces of membrane have been removed, is still used in meal mills."<sup>65</sup> Firewood was also required regularly. One would expect that the

domain at Chambly or at Lacolle was the source of this wood, but even so, someone had to be paid to cut and haul it, and it therefore appeared as a cash expense paid by Hall. Rope, files, paper, waxes and quills, were other small items purchased by the storekeeper for the mill. But since very expensive items never appeared in this account (Appendix I, Table 100), these must have been purchased in Montreal or Quebec, and shipped directly to mill and paid directly by the seigneur.

The mills at Lacolle and Chambly served as a small local market for the surplus products of both the domain and local producers. Wheat, corn, barley and oats were needed to feed the people and the animals at Chambly Mill, where up to twelve persons might be employed and provided with board. Although there did not appear to be a large number of livestock kept at the Basin Farm in 1799, the record for 1800 suggests there had been an increase in the production of cereals and livestock. William Yule's account with Napier C. Burton recorded the produce of the Basin Farm as 29 bu. of barley, 50 bu. of peas, 154 bu. of oats, 223 bu. of wheat, 5 calves, 2 cows, 2 heifers, 11 lambs, 19 sheep and 1,275 bu. of hay. From Lacolle, Chambly received 2 large bullocks, 25 hogs, and 38 bu. of wheat. In 1801, the amount of wheat at Chambly which had come from Lacolle was 402 bushels; corn was 183 bushels. Despite the production of much of the required food on the farms; however, it was still necessary to buy from the local population to meet the mill's requirements or to have extras such as butter for the house. In 1801, between January and April, 124 lbs. of fresh beef was purchased from R. Butckie for the mill hands. The winter must

have been exceptionally harsh, and not only the horses, but also the cattle required hay before summer. The horses needed 375 bundles purchased in cash, the cattle, 50, in April. Hay was not purchased in cash until after the available surplus at Lacolle had been exhausted, however. In February and again in April, 152 bundles were brought over to Chambly. In 1802, extra labour was hired to mow grass for hay, in July. The next winter these purchases were not repeated. The food items purchased for consumption were more numerous and more varied when Napier C. Burton was in residence, including items such as veal, lamb, tea, butter, cod fish, eggs, and rum. These items represented a small proportion of Napier C. Burton's spending, but these few cash shillings must have been much more significant to those who earned them: the soldier who sold a few cod, Urbane Racine who sold some of the butter she had churned. The purchase of such commodities from the local population linked the mill to the rural economy, essentially buying the labour of persons who might otherwise not have a cash outlet for it. Far more important, however, was the mill's role in purchasing wheat and barley locally, but unfortunately, we do not have sufficient documentation to comment on this aspect of its role.<sup>66</sup>

#### iv) Transportation

Whether the wheat belonged to the farmer or had already been purchased by a grain trader, the mill was a convenient point of delivery or exchange, a collection point for produce intended for shipment elsewhere as flour. The grain traders purchased grain throughout the rural countryside, but they did not collect it at the farm door. The farmer was responsible for delivery to a certain point--the traders own mill if he had one, or to a commercial mill like that at Chambly--if he did not. The wheat, corn and barley, therefore, arrived in the mill yard in pouches, on the carts and sleighs of local farmers. The flour could leave in several ways. If intended for local consumption, it would probably leave the way it came. For shipment over greater distances, it would leave in barrels which held about 200 lbs. of flour.<sup>67</sup> These would then have to be carted to Laprairie to cross to Montreal, or be loaded directly onto a vessel, for shipment through Quebec for overseas. The responsibility for transportation outside the mill yard was that of the client, but it seems the mill would arrange transportation for major clients if required to do so. Prices at Chambly would therefore be somewhat less than prices at Montreal. In the case of Lacolle, where access was not quite as easy as Chambly, the seigneur could also find it to his advantage to engage in road-building. Such was the case in 1801, when a contract was let out to build all the bridges which were needed on the road from Odelltown to the mill.<sup>68</sup> Placing the flour in suitable containers for shipment, however, was the responsibility of the



mill, although the cost of barrels was added to the price of grinding, if the client did not supply his own barrels. This meant that much of the labour required by the mill or as result of the flour trade was required for transportation rather than production.

v) The Employment of Labour

The seigneur within his domain, as a large landholder and entrepreneur, was in a position to hire labour for his own farms and mills. This relationship to his labourers was independent of his relationship to them as seigneur, even when they were the one and same person. The relationship between Gabriel Christie and Napier C. Burton and their employees ran the full gamut from slave labour to wage labour. These various forms of capital-labour relationship co-existed within the same enterprise. Each individual employee by virtue of his own circumstances fell into the category of slave, apprentice, farm labourer, artisan, wage-labourer, unpaid housewife, or manager. Occupation was not a direct indication of the type of labour relationship involved. The two most important forms of labour at Chambly Mill were those of artisan and of wage labour. The artisan of the rural countryside has been described as an independent commodity producer, in that he provided services for a certain fee, or sold the commodities he produced. The wage labourers could be day labourers (journaliers) or farmers trying to supplement their agricultural earnings with cash. The domain was one source of employment for them. In 1799, there were eleven workers at Chambly Mill (Table 74), including regular hands to operate the

machinery, load and unload grain, and to cart in supplies and cart out flour, as well as those working on new construction.

TABLE 74

Hands Employed by Gabriel Christie in 1799 at Chambly

Thomas Harris	blacksmith	£ . 2.0	per day
Jenny Prerer	servant	1. 5.0	per month
Charles Racine	carpenter	3.6	per day
John Blundman	miller	3.0	per day
John Moffet	carpenter	3.6	per day
John Sullivan	carpenter	3.6	per day
Joseph Mauro	carter	1. 0.2.5	per month
Alexis (Lamaroque)	farinier	1.10.0	per month
Louis Dragon	--	1. 0.0	per month
James Dache	--	1. 5.0	per month
Thomas Miller	soldier carpenter	. 1.6	per day

SOURCE: ANQ-M, Papineau, Feb. 11, 1799, Inv. GC.

### The Carters

At the turn of the century, carting was largely in the hands of a large number of independent carters who owned their cart and horse and contracted out their services. The carter was especially numerous in Montreal where a steady flow of goods to Lachine kept many of them occupied.<sup>69</sup> Chambly, before the opening of Chambly Canal, was in a similar situation. Trade to the United States also went by this route, adding to the traffic created by the mill.<sup>70</sup> The mill employed its own carter, Joseph [Moreau], who met most of its requirements. If Moreau was away, one of the labourers could be sent for supplies if the need was urgent. He worked for wages (Tables 78-9) and the cart and horse he used belong to the seigneur.<sup>71</sup> If the services of a

full-time carter was required, it was because the mill frequently transported flour elsewhere, on its own account or acting as a forwarding agent for the merchants with whom it did business. Adding to this its own need for supplies and the movement of goods between domain properties, Joseph Moreau was kept busy. In fact, his work was even less seasonal than that of the skilled workers. In the time period examined, an independent carter was hired only once; in 1801 François Artifice was hired to cart 275 barrels of contract flour to the Basin, at a rate of 1 d. per barrel (Chambly Account, June 15, 1801).

### The Coopers

At Lacolle Mill, a cooper's shop in ruins in 1799 indicates that Gabriel Christie's had employed of a full-time cooper, perhaps even several. The trade in barrel staves from the Lake Champlain area was a lucrative one in the second half of the 18th century and if this could be combined with the production of sawmill and a grist mill, the advantage would be even greater. But even if the cooper's shop was in ruins, the grist mills continued to need barrels, the containers of trade. Some of the barrels used were recirculated and might need repair. Some of those used at Chambly came from Lacolle Mill, and were recorded on account "By Lacolle Mill" with a cash value. But these represented only 80 out of the 2,407 recorded purchases in two years. The balance came from local coopers whose services or barrels were purchased on the basis of monthly accounts. The usual capacity of the barrels purchased by the mill was 1.75 quintals. The quintal was a unit of measure for a hundredweight, which at Chambly was

the British quintal of 112 lbs. Baptist Delarue of Chambly was the cooper most frequently called upon. On August 19, 1801, for example, one finds an entry: "Cash Pd. B. Delarue for repairing Flour Barrels sent Alex. Henry Esq. the 15th & 16th June last, 2 ds. & finding 15 hoops--£0.9.7.5". On one occasion, he was paid 1 s. and 5.5 d. for "attendace at the store" (Aug. 2, 1802). Several entries refer to work done at the mill. The barrels he sold for 1 s. 6 d., however, represented the bulk of his accounts. As few as 48 and as many as 127 barrels were purchased at one time. The total value of barrels purchased from Delarue, in 1801 and 1802, was £61 (Table 75). Although less frequent, the purchases from the cooper at Sainte-Thérèse, [Nicolas Rousseau] (Ruso), were more substantial. This was probably because Delarue could not always meet the required demand for barrels on time. As many as 500 barrels were purchased at one time, for prices which ranged from 1 s. 8 d. to 1 s. 11 d. each. If delivery was included, this would account for the higher price. In the same two year period, 1,510 barrels were purchased from Rousseau at a cost of £128. The capacity represented by these purchases was of over 4,000 quintals. The mills may have been only one of many clients for these coopers, but it is difficult to imagine that such a volume of trade did not represent a substantial proportion of their yearly work. The relationship was a mutual one. The barrel was an essential input factor for the mill which could not have functioned without the services the coopers provided.

TABLE 75  
Barrels Purchased Cash by Chambly Mill, 1801-02

PURCHASE	PRICE	DELARUE no.	£ (decimal)	ROUSSEAU no.	£ (decimal)
Mar 1801	1/8			500	41.67
Jun 1801	1/11			400	38.33
Jul 1801	1/6	100	7.50		
Oct 1801	1/6	100	7.50		
Nov 1801	1/6	167	12.53		
Dec 1801	1/6	48	3.60		
Feb 1802	1/8			111	9.25
Apr 1802	1/6	164	12.30		
Aug 1802	1/7			400	31.67
Aug 1802	1/7			100	7.50
Aug 1802	1/6	110	8.25		
Sep 1802	[1/6]	127	9.53		
Total:		816	61.21	1511	128.42
% of All Purchases		35%	32%	65%	68%

SOURCE: PAC, MGS F 14, II, CAB.

NOTE: These represent new barrels. Within the local network barrels and kegs were recirculated. The sale of barley etc. to the mill was accompanied by the sale of kegs or barrels which held the grain: (100% = 2,327 barrels = £189.63.)

### The Blacksmith

The blacksmith was essential to the rural economy of the 18th century. Tools required by farm and industry, with the exception of a few items which were imported, were made in his shop. The industrial revolution and advancements in technology did not change this immediately because machines were still made on the spot rather than imported long distances. Mills, which from an early date included some iron works, required the services of a blacksmith or the use of his tools for repairs. The miller who handled his own repairs was

replaced by the millwright as mills become more complex. In the settled countryside, there likely was a blacksmith in proximity to the mill whose services could be called upon, although a shop on the premises must have simplified construction and repairs. In the case of Lacolle Mill, which was established well before settlement, the mill must have had to provide its own blacksmith. The ruined blacksmith shop on the premises in 1799 suggests it did. During the period of construction, Chambly Mills would have required the extensive services of a blacksmith. It is hardly surprising, therefore, that Gabriel Christie had a blacksmith as part of his regular employees, Thomas Harris. Harris may have been brought in for the job if he was a skilled millwright, or he may have worked with and under the supervision of William Yule who, as a mechanic, was probably skilled in this area. The blacksmith tools on the premises at Chambly were the property of Gabriel Christie, but no separate shop was listed. It may have been located within one of the other buildings.

By 1800, Harris was no longer at Chambly. Instead, we find the local blacksmith, Dominic Rosiquo (sic), presenting his account to the bookkeeper regularly. The details were not given, since these would have been found on the account. His accounts, never very large, declined from £20 in 1801 to only £2.6 in 1802 (Table 76). In 1801, there must still have been some work related to new construction whereas by 1802, the work required was probably just for repairs.

TABLE 76  
 Accounts of Dominique Rosiquo, Blacksmith,  
 with Chambly Mill, 1801-1802

	1801	1802
JAN	.3. 1.5	. 5. 9.5
FEB	.15. 1.	. 2. 2.
MAR	.16. 0.	. 3. 8.
APR	1.10. 5.	. 0. 8.
MAY	1.13. 0.5	--
JUN	1. 9. 4.	.12. 2.
JUL	5.15. 9.	--
AUG	3.14. 4.5	.11. 9.5
SEP	1. 6. 1.5	--
OCT	1.12. 7.5	.15. 4.
NOV	.11. 6.	--
DEC	.13. 6.	--
TOTAL:	£ 20.00.10.5	£ 2.11. 7

SOURCE: CAB, M68 F14 II, PAC.

#### The Masons

The mason, in Christie's era as today, was a highly skilled and well paid artisan. Masonry work waited upon finding a good mason willing to do the work. The mason might be paid for the amount of work he did, measured by the toise (square rod) or be paid by the day.<sup>72</sup> In either case, the materials were brought to the site in advance and a carpenter did the necessary woodwork before he arrived.<sup>73</sup> Labourers assisted the mason while he was working. When the grist mill at Lacolle was constructed, Gabriel Christie signed a contract with Philip Williams paying him 9 s. per toise of wall.<sup>74</sup> The work was to be carried out by four masons, including Williams, and three labourers--or more if necessary. Beginning in the spring as soon as the water allowed, Williams agreed to finish before the

frost. In this particular contract, the workers were to provide all of their own tools and board, Gabriel Christie being responsible only for the materials. The work at Chambly may have been contracted out on a similar basis, but because of the sheer volume of work, and the time required, it may have been advantageous for builder and artisan alike to agree to a daily wage. The second mill, the new house, and the kiln, all of stone, were built by Gabriel Christie. Most of this work was completed by 1799, and no masons appear on the list of his employees. The mason William Fraser, was hired for 9 1/4 days in 1801, at a rate of 6 s. 8 d. per day (Table 78), in effect an hourly rate, since the quarter day is recorded and paid, and no more. Whether or not he would have provided his own assistants when paid in this way, is not certain. If not, then the mason was certainly the best paid of all the artisans. At Chambly, only the mechanician manager was paid more.

#### The Carpenters

Carpenters were also required for the construction at Chambly. The skills of working with wood and wood tools were not the monopoly of a few, however, and the occupation carpenter could have been applied to workers with a wide range of actual experience and skills. Three carpenters employed at Chambly in 1799--Charles Racine, John Moffet and John Sullivan--received 3 s. 6 d. per day, but a "soldier carpenter," received only 1 s. 6 d. (perhaps because he also received army pay). They were no longer employed in 1800, but other carpenters continued to work at the mill. Louis Gance worked the full year, and has been



included with the regular hands for 1801. Azur Northrup worked the month of January, and Charles Leguerrier, from June to November (Table 78). By 1802, carpenters were no longer required on a regular basis. The skills of Azur Northrup were called upon, however, to build four small tables and the gates for the house (Chambly Account). For these construction workers, the regular work at Chambly must have been the exception rather than the rule of their work pattern.

#### Casual Labour

The carpenters, much as the masons, were assisted by labourers, who according to the wage records, were hired on a daily or monthly basis as needed. Two labourers worked as regular hands. Michel Ducloe and Filish Blangie worked through much of 1801. After this however, the need for day labourers was limited and irregular. An emergency situation in December of 1802 required several men a few days each to help clear the ice from the mill dam. Two extra men worked two days (at 2 s. 6 d. per day) loading Louis Dunière's flour on board a vessel at Chambly (Chambly Account, July 2, 1801.) Solomon Davis repaired the batteaux and found pitch and oakum (Chambly Account, Apr. 23, 1801, £1.). J.-B. Lamear and Mr. Brickmaer butchered cattle and pigs from the farm. The latter also doctored a sick horse. Two soldiers swept the vents, a task which was frequently required (Chambly Account, June 2, 1801; Dec 4, 5, 1800; Mar. 5, 1801; passim).

## Female Labour

During the period of construction, the number of workers at Chambly Mill was high and could vary from day to day. They were not all recruited from the surrounding area, and many were there only temporarily. Given the long hours of work, these men could not be expected to cook for themselves in the absence of the females of their household.<sup>75</sup> The solution was to provide them with board on the site, in the employees house. A servant was hired for that purpose. Jenny Prarer was there in 1799; Mary Rass stayed until May 5, 1801. They were paid monthly wages at the lower end of the pay scale, but some labourers received even less than they did (Table 77). When Mary left, she was not replaced, and labourers received board wages rather than board. By this time, however, the number of casual workers was down, and the regular hands who live nearby could depend on the unpaid labour of women--wives, sisters or mothers--to provide them with the essential household tasks of cooking, and laundry. These services were essential for the hands. The managers, with a board of 2 s. 6 d. per day, could have hired a servant for this purpose if necessary. On occasion, the housewife's skills could also be called upon as paid labour. Mrs. Henderman, the miller's wife, was paid 1 s. 3 d. to sew spouts for the new elevator (Chambly Account, Oct. 19, 1801).

## Wage Labour-The Hands

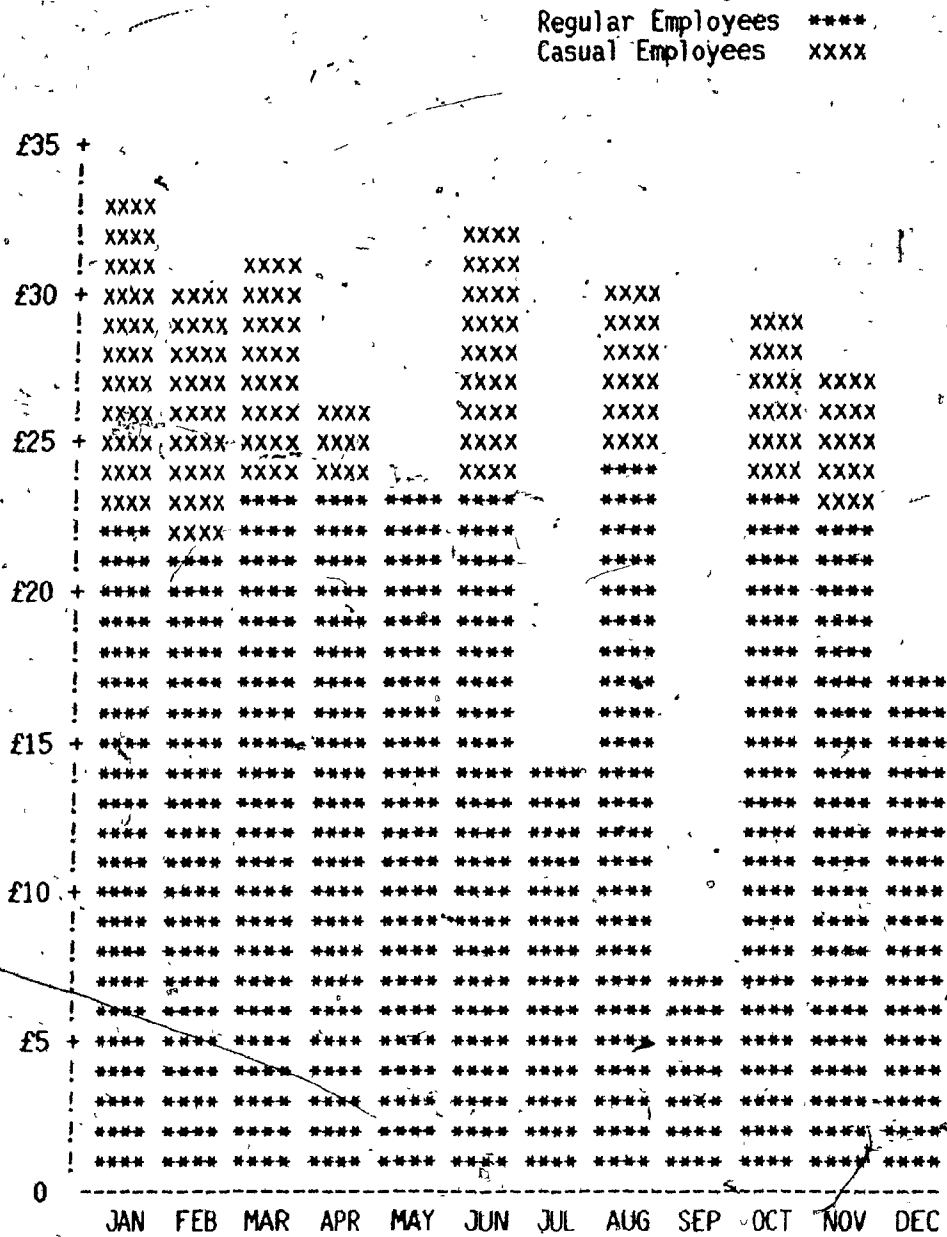
The number of hands employed regularly at the mill fell to five, including the miller, in 1802. This number was typical of many early manufactures. We have included in our discussion of regular employees all those who worked at least nine months of the year. Since the wages of the employees at Chambly Mill were consistently paid by the bookkeeper, it is possible to study the monthly wage bill. We have established the figures for the two full years of the account, 1801 and 1802. The regular wages paid in 1801 totalled £242, in 1802, £168. The monthly variations are shown in Figures 23-4. The wages shown have been adjusted to include the amount later paid as board wages in the period when food was provided instead. The actual cost to Napier C. Burton was probably somewhat less when he provided food because most of it came from his own farms. For the regular employees, however, this was probably not considered economical or necessary. The availability of inexpensive housing, however, might have been important to the workers. Gabriel Christie owned several houses in the vicinity of the mill, but in 1799 these were run down. Under Burton, several of these houses were rented to employees for 7 s. 6 d. or 5 s. per month. The renting of houses to the employees is another feature of the management of Chambly Mill which is similar to the practice of other early manufactures.

## Other Employees

Outside of Chambly Mill, the employees are more difficult to categorize. The farmer and his wife at Chambly Basin were not leasing the farm, but were employed to farm it. In the course of time, he had accumulated a debt of £90 to Gabriel Christie, but had no way of paying it back since he was old and sick and could do little work (Inv. GC). Both he and his wife received board wages along with the mill employees in 1802. The board of a black woman was also paid regularly until her death. Casual farm labour was employed in 1802, for haying. At Lacolle, no farmer was mentioned among the employees of the domain but the farm may have been in the possession of William King, for whom no occupation was given. A boy of 12, Jean-Baptiste Dragon, who received only his food and lodging, and a young slave girl named Clarisse, also worked there.

FIGURE 23

TOTAL WAGES PAID MONTHLY AT CHAMBLY MILL IN 1801

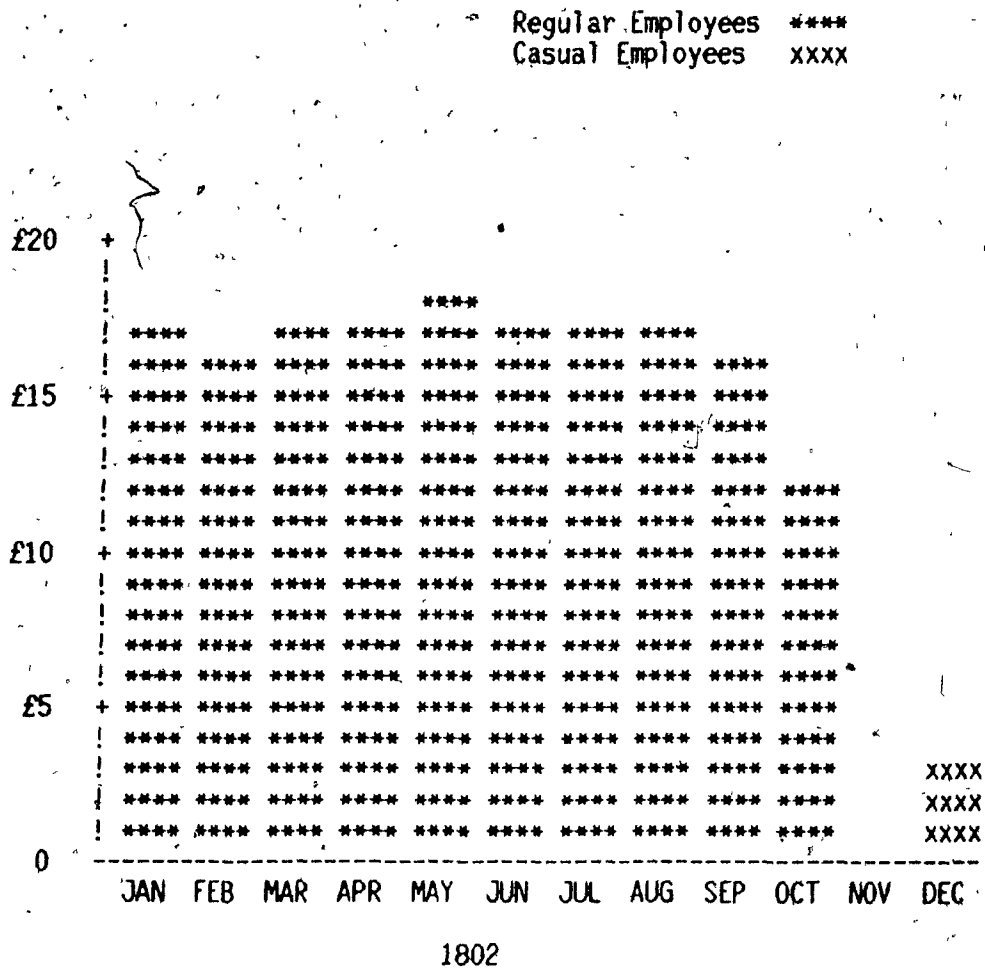


1801

SOURCE: Chambly Account Book. See Table 78.

FIGURE 24

TOTAL WAGES PAID MONTHLY AT CHAMBLY MILL IN 1802



SOURCE: Chambly Account, See Table 79.

TABLE 77

## Wage Rates Current at Chambly 1799 to 1802

OCCUPATION	WAGE/SALARY AS GIVEN	WAGE RATE d./day	VALUE OF BOARD WAGE	BOARD WAGE d./day	TOTAL WAGE d./day
Mechanician	£100./an	77	2 s. 6 d.	30	107
Mason	6 s. 8 d.	80	1 s.	12	92
Bookkeeper	£40./an	31	2 s. 6 d.	30	61
Carpenter	3 s. 6 d.	42	1 s.	12	54
Carpenter	3 s.	36	1 s.	12	48
Miller	3 s. 6 d.	42	£1.2.0/an	1	43
Miller	£35./an	27	[1 s.]	12	39
Blacksmith	2 s.	24	[1 s.]	12	36
Miller	£2.5.0/mo	18	1 s. 3 d.	15	33
Labourer	£1.10./mo	12	1 s.	12	24
Labourer	£1.5./mo	10	1 s.	12	22
Carter	£1.0.2.5/mo	9	[1 s.]	12	21
Servant Woman	£1.0./mo	8	1 s.	12	20
Labourer	£0.17.6/mo	7	1 s.	12	19

SOURCE: Chambly Account Book; ANQ-M, Papineau, Inventaire, Feb. 11, 1799.

NOTE: The wage rates given here represent all of the different rates paid at Chambly Mill between 1799 and 1802. Some individuals moved from one rate to another, and those having the same occupation did not necessarily have the same wage. The servant woman in 1799 made the same wage as a labourer at £1.5.0 per month. There is no reference to board wages for the hands in 1799, but they would have received board. The rate of 1 shilling has been used to adjust their wage accordingly. William Yule's board wage was higher because it included lodging and laundry as well. John Hall received the same board as he did. The miller's salary in 1799 has been adjusted to include board, but he may well have had a house as well, which would add five shillings a month to his wage, making the daily rate 41 instead of 39.

<sup>a</sup> The wage paid to the mason was much higher than to other workers. This may be because he came in as a contractor, paying his own assistants, but we do not know this for certain.

<sup>b</sup> The yearly payment in lieu of board wages paid to John Henderman is included here to make his wage rate comparable to the others; in the monthly totals, his wage is based on a rate of 42 pence.

<sup>c</sup> The rate of £1.10.0 per month, in 1799, was paid to a "farinier" named Alexis [Lamaroque]. Given the difficulty the bookkeeper had with French names, this was probably Alex. Lamar, who was listed as a miller in the account book. The wage of £1.10.0 per month went to Fr. Breset who was listed as a labourer, but could well be a "farinier" as well, since Lamar has moved up to being a miller.

<sup>d</sup> In 1801-02, the carter was paid £1.5.0 per month.

TABLE 78

Total Monthly Wages Paid the Hands at Chambly in 1801  
(in Decimal Pounds)

1801	J. H.	L.G.	A.L.	J.M	C.T.	F.B.	HANDS	CASUAL	TOTAL:
JAN	4.55	5.10	4.13	2.75	2.75	2.75	22.03	10.62	32.65
FEB	4.20	4.20	4.25	4.13	2.75	2.75	20.83	9.11	29.94
MAR	4.73	6.08	4.13	2.75	2.75	3.00	23.43	7.88	31.31
APR	4.55	5.79	4.13	2.75	2.75	3.00	22.97	2.50	25.47
MAY	4.55	5.63	4.13	2.60	2.75	3.00	22.65	0.00	22.65
JUN	4.55	5.40	4.13	2.75	2.75	3.00	22.58	8.96	31.54
JUL	4.55	0.00	4.13	2.75	2.75	0.00	14.18	0.00	14.18
AUG	4.73	6.23	4.13	2.75	2.75	3.00	23.58	6.23	29.81
SEP	4.55	0.00	0.00	2.75	0.00	0.00	7.30	0.00	7.30
OCT	4.55	5.57	4.13	2.75	2.75	3.00	2.27	6.05	8.32
NOV	4.55	5.33	4.13	2.75	2.75	3.00	22.50	5.27	27.77
DEC	4.73	0.00	4.13	2.75	2.75	3.00	17.35	0.00	17.35
TOTAL	54.78	49.36	45.38	32.85	30.25	29.50	242.11	56.62	298.73

SOURCE: Chambly Account, PAC. MGB F14, II.

NOTE: Wages are adjusted to include the cash value of board from Jan. to April, when it was supplied, at the same rates applied later, when it was paid cash. Unless noted otherwise, board was 1 s. a day. Board wages paid to salaried employees, John Hall and William Yule, from May 7 on, are not included here. This was paid at the rate of 2/6 per day.

<sup>a</sup> John Henderman, miller, 3/6/day. No board wages are included. He received a yearly payment of one guinea instead, by agreement.

<sup>b</sup> Louis Gance, carpenter. In March his rate changes from 3 s. to 3/6 per day.

<sup>c</sup> Alex. Lamar, miller, 18 d. per day. His board is 1/3 per day.

<sup>d</sup> Joseph Mowro [Moreau?], carter.

<sup>e</sup> Charles Tessie, labourer.

<sup>f</sup> Francis Breset [Bressette?], labourer. In March his rate changes from 10 d. to 12 d. per day.

<sup>g</sup> Here we have included the total wages paid labourers who worked less than nine months over the year. This includes: Chas. Isador, labourer, who worked 9 days in Feb. (£0.73); Wlm. Fraser, a mason, who worked 9 1/4 days in June (£3.64); Filish Blangie, labourer, who worked 57 days from Jan. to March (£5.31); Azur Northrup, carpenter, who worked 29 days Jan.-Feb. (£5.8); Michel Ductoe, labourer, who worked full months from Jan. to March (77 days, £8.25); Mary Rass, servant, who worked full time until May 5 (125 days, £10.41); and Charles Leguerrier, carpenter, who worked 97.75 days June to Nov. (£22.85).



TABLE 79  
Total Monthly Wages Paid the Hands at Chambly in 1802  
(in Decimal Pounds)

1802	J. H.	A. L.	J. M.	C. T.	F. B.	TOTAL
JAN	4.55	4.18	2.80	2.80	3.05	17.39
FEB	4.20	4.00	2.65	2.65	2.90	16.40
MAR	4.55	4.18	2.80	2.80	3.05	17.39
APR	5.53	4.12	2.75	2.75	3.00	8.16
MAY	4.72	4.18	2.80	2.80	3.05	17.56
JUN	4.55	4.12	2.65	2.66	3.00	17.00
JUL	4.55	4.18	2.80	2.80	3.05	17.39
AUG	4.72	4.00	2.65	2.65	2.90	16.93
SEP	3.50	4.12	2.75	2.75	3.00	16.13
OCT	0.00	4.93	2.70	2.70	2.95	13.30
NOV	0.00	0.00	0.00	0.00	0.00	0.00
DEC	0.00	0.00	0.00	0.00	0.00	2.50 <sup>a</sup>
TOTAL	40.89	42.06	27.36	27.37	29.95	170.15

SOURCE: Chambly Account, PAC, MG8 F14 II.

NOTE: See notes to Table 78. Wage rates are the same.

<sup>a</sup> This represents casual labour hired to help clear ice from the mill dam, and not wages to regular hands.

### 3. The Domains in 1815

The War of 1812 was fought in North America as a frontier war of border raids, attacks and counter-attacks. Although most of the fighting was in the area of the Great Lakes, the frontier with New York and Vermont, also suffered, and especially the settlements along the major military road from Burlington to Montreal, locally known as the Odelltown and the Burtonville Road. Lacolle Mill, because of its strategic location and as the only major structure already standing, was taken over by the army to be fortified against attack and used as army barracks. C.P. Lucas describes Lacolle Mill as a strong stone structure which was converted into a fort, located on the south bank of the Lacolle River about three-quarters of a mile from the Richelieu. It was connected to the north bank by a wooden bridge, where a dwelling house was converted into a block house. This house and a barn were surrounded by thick woods.<sup>76</sup> As Freemont's report on the damage claims for Napier C. Burton's property shows,<sup>77</sup> most of these buildings and the surrounding timber land suffered damage during the war:

1. Barn-	Upper and lower flooring of 2-inch plank largely destroyed.....	£ 30.
2. Manor House-	damage to roof, sashes, shutters and doors.....	75.
3. Milk and Bake House-	were in good order before, burnt in fall of 1812.....	30.
4. Bridge over Lacolle River-	the property of NCB, of solid oak, burnt by order of the government. Potts says it cost £100 to build, but offers to rebuild have been made at .....	55.

5. Lacolle Mills- was in good order, damage to wheels, bolts, frames and machinery, destroyed or carried away, sashes, partitions, ceiling, granary, burnt or destroyed.....	125.
6. Fences- Destroyed, burnt by the troops and Indians.....	29.
7. Smith Shop- Destroyed, fall of 1812.....	6.15.
8. Damage by throwing bush works around the manor house, filling up the ditches, .....	30.
9. Damage by digging up the sod, injuring the meadows.....	30.
10. Rent of 2 stores, for 3 years.....	9.
11. Cord Wood- 225 cords .....	28.
12. Furniture- from the house, destroyed.....	8.
13. Timber- 100 Acres cut, and 400 <sup>b</sup> trees destroyed by taking the bark for huts-- established at £295 or £50/acre and 1/3 per tree-- in the opinion of the farmers £75 is far too little.....	75.

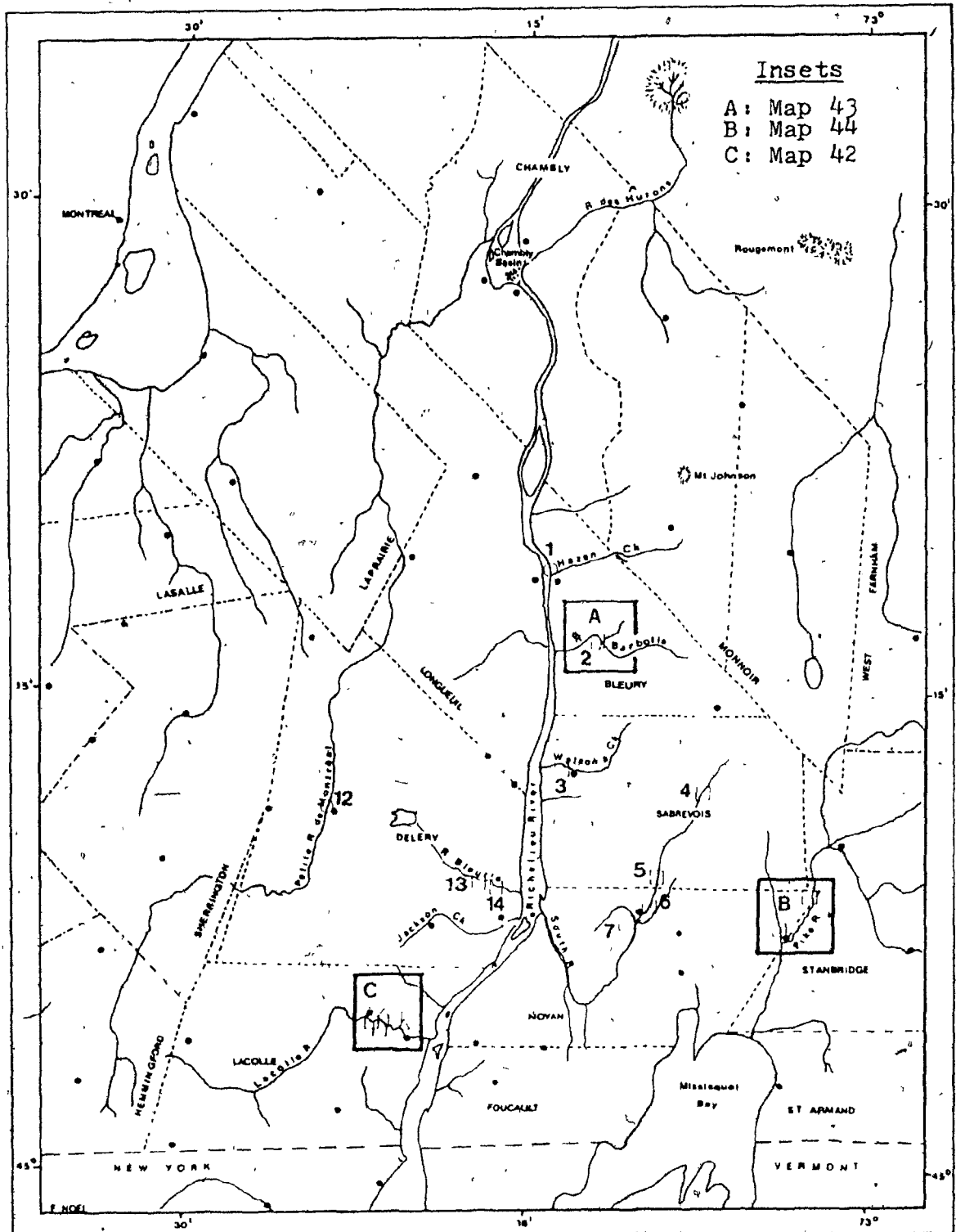
The domain at Chambly, located near the fort, was used by the troops during the war for barracks. Two of its buildings were occupied, one by 296 men, the other by 376.<sup>78</sup> Although this also gave rise to a claim for compensation, the damage was not extensive compared to that on the frontier.

After the war, the mill and seigneurie of Chambly were sold to Samuel Hatt of Dundas in Upper Canada.<sup>79</sup> Although the sale was a public one and the proceeds went to satisfy the debt still owing on its purchase and other obligations, there had been an agreement of sale between Napier C. Burton and Samuel Hatt even before this.<sup>80</sup> The public sale, however, was necessary in order to clear the title. With the sale of Chambly, Napier C. Burton's domain properties in the colony were reduced to those

in the Upper Richelieu Valley seigneuries. Since he did not return to the colony, further development would be left to the administration of Edme Henry. Burton does not appear to have taken an interest in the seigneuries, and made no entrepreneurial investments in the domains. The entail on his father's will, however, must have prevented him from selling not only the seigneuries, but also its domains. The agent was therefore left to his own devices as to the use of seigneurial control and privileges, serving his own interests as well as Burton's in the process. The sale of Chambly and the appointment of Henry, therefore, marks the beginning of a new administration.

MAP 41

THE LOCATION OF MILL SEATS AND PERMISSIONS TO BUILD



**Insets**  
 A: Map 43  
 B: Map 44  
 C: Map 42

Base G.B.C. EASTERN TOWNSHIPS 1878 1888



**MILL SEATS**  
 Saw  
 Grind  
 Other

THE UPPER RICHELIEU

--- Seigneurie  
 --- Township  
 --- Property  
 • Villages (Map 6.)  
 ○ Mills-Table 80

SOURCE: See Appendix III, Note 8.

CHAPTER FIVE

#### 4. 1815-1834: Decentralization under Edme Henry

Edme Henry's administration of the Christie seigneuries is not well documented in the seigneurial papers of the seigneuries. This is especially true of the seigneurial reserves since no private papers for this period are to be found in the McGinnis collection, but only those which had to be transferred over to the inheriting seigneur. The evidence for the administration of the reserves, therefore, is largely circumstantial and based on the notarial records which relate to this period which we have been able to locate.

The major trend of Henry's administration was the selective decentralization of seigneurial rights as they pertained to the reserve of timber, water power and mills. The exploitation of forest resources in the region engaged an increasingly large number of persons, and other manufactures began to appear. The development of the forest industry in the Upper Richelieu Valley was in response to changing market conditions at the international as well as the local level. Between 1815 and 1835, the British market for pine timber was good, and there was a growing regional market for lumber and cordwood as steamboats on the Richelieu became more common. The American market for lumber opened up for Lower Canada at the end of this period. The forest industries in the seigneuries progressed through three overlapping stages. First, the forest reserves of the seigneuries were surveyed and granted, or perhaps sold, to persons interested in the timber trade. Second, the best stands of white pine were cut and sold for square timber. Third, small

water-powered sawmills were built on the most suitable mill sites to produce sawn lumber for regional markets. Given the seigneur's reserve of pine and oak timber and his mill monopoly (p. 493) this development could only occur with seigneurial approval and/or participation, although this would not necessarily be apparent to the casual observer. The seigneur's role in this development was basically to transfer the seigneurial reserves to the timber merchants and entrepreneurs interested in exploiting them for profit. The right to build mills or the 'water privilege' as it was called, presented no difficulties; it was usually leased for an annual rent. The more difficult question was that of the timber reserves. The preservation of stands of good timber conflicted with the censitaire's right to be granted land for settlement upon request. Furthermore, there were legal impediments to the sale of ungranted wood lots. Yet timber lands had acquired a market value. The seigneur could and did cut pine on the seigneuries for his own use on ungranted lands, and sometimes transferred this right to others.<sup>81</sup> On the whole, however, the seigneur's rights to timber appear to have been abandoned during Henry's administration. Most of the remaining ungranted lands were surveyed and granted at a pace much greater than could be absorbed by settlement, from 1815 to 1824 approximately. Henry thereby transferred the responsibility for preserving stands of timber from the settler's axe or fire from the seigneur to the timber merchants. If they wanted the timber it was up to them to obtain title to the land or the right to cut timber. In their competition to do so, many were willing to pay the higher

rents or the "bonus" required to obtain the better timber lands. As a result, timber or lumber merchant become almost synonymous with large landholder during this period.

i) Timber Merchants and Mill Leases

The survey and granting of the interior of the seigneuries opened up new mill sites. Most of those shown on Map 41 were granted for the first time under Henry since only Lacolle Mill was developed before 1815. The first choice in mill sites went to the surveyors who worked for Henry, if the names of the mill seats can be taken as an indication of the first leasees. Henry gave a permission to build on Bleurie River to his friend and colleague, Louis Barbeau.<sup>82</sup> One of the earliest settlers, Joseph Odell, was able to get a mill privilege outright, as did Nehemiah Hotchkiss of Laprairie.<sup>83</sup> But these were the exceptions. The most frequent method of transferring water privileges was the nine-year lease. The rent for such a privilege was very low if the mill was constructed by the leasee. At the end of its term, the privilege and all the improvements on it reverted to the seigneur. In this way the seigneur was able to control the development of his domains without having to invest any money into them personally. The privilege at Warner's Upper Mill, for example, did not include the right to change the natural course of water upstream, since another privilege was granted above it.<sup>84</sup> Also, the privileges were usually specific as to the type and number of mills which could be built, and the annual rent varied accordingly. It was



a standard condition that the leasee would be completely responsible for all damages which might occur as a result of flooding caused by the mill dam, and for repairs.

Joseph Odell

One of the best commercial sites in the seigneurie of Lacolle was lot 18 in the 3rd concession on the domain (523), shown on Map 42. The eastern half of this lot was conceded to Joseph Odell by Edme Henry in 1816.<sup>85</sup> Odell was also granted, in 1822, lot 21 in the 2nd concession south of River Lacolle, adjacent at right angles to lot 18.<sup>86</sup> The section of lot 18 which he held, an area of about 12 A., must have been promised to him earlier, or acquired as a mill privilege because Odell's claims for damages incurred during the War of 1812 included a claim for the cutting of pine near his mill yard, and for the encumbrance of his mill privilege by government buildings.<sup>87</sup> His mill was described in the inventory of his estate in 1824: "the mill yard & water privilege valued at Two pounds five shillings--£2.5.0--a Saw mill with two setts of geers & two saws, valued together at ninety pounds--£90.0.0--".<sup>88</sup> Two old wood buildings were valued at £25.0.0. The lumber found on the site was valued as follows:

4000 feet good common boards.....	6.0.0
750 feet of 2-inch oak plank....	1.0.0
3000 feet of timber.....	15.0.0

The mill privilege, not included in the value of the land, must have been included instead as part of the value of the mill.

Whatever the terms of the concession, the mill privilege was obviously acquired outright since the property in the mill be-

longed to Odell and not to the seigneur as was the case in the leases.

Although Odell owned a sawmill, he can hardly be characterized as a sawyer. This was just one of his many activities. He also operated a store, a blacksmith shop, and a potash house and oven. In 1823, he became a real estate developer, subdividing part of Lot 18 into 36 village lots. His major occupation, however, was farming. The land around his home on Odelltown Road is described as being in a 'high state of cultivation' and includes orchards of plum and cherry trees as well as fields and pasture land.<sup>89</sup>

After Odell's death, the mill became the property of his son, William J. Odell. In 1831 William agreed to let the VanVliet brothers draw off water, when there was enough, to run some of their machinery--a small furnace, a bark mill and a turning lathe. By 1837, the mill dam and flumes were in bad repair, which resulted in the waste of water, counter to their agreement.<sup>90</sup>

### Robert Hoyle

Robert Hoyle was born in England and emigrated to New York in 1806.<sup>91</sup> He settled on Lake Champlain and sold timber in the Quebec market. He acquired a large property, 554 acres in area, valuable because of its two waterfalls and mill sites on the Big River Au Sable. At the outbreak of the War of 1812, he left New York for Canada after selling his property, including mills and buildings, for £1000. He settled near the border of Lacolle

where he farmed, continued to pursue his many business interests, and served in several public capacities. He was appointed justice of the peace and commanding officer (Lt.-Col.) of a Battalion in the militia. He represented the County of Acadie in the House of Assembly between 1830 and 1834, during which time he actively supported the interests of the Upper Richelieu and the demands for the reform of seigneurial tenure.<sup>92</sup> This position imposed a heavy drain on his resources, and despite his many activities and apparent success, he was often short of ready cash while at Quebec. He sought, successfully, the position of Collector of Customs at Stanstead, a position which gave, at best, £100 per year from the fees collected. In 1834, he moved to Stanstead. During the Rebellions he led two companies of Volunteer Cavalry. In 1842 he was seeking an office with emoluments which would also bring him back to Lacolle and, in this, had the support of many local residents who attested to his standing in the community. Thereafter he continued to farm and to engage in business activities in the Lacolle area until after 1857. His land holdings at that time were extensive, and he was one of the largest proprietors in the seigneurie. The 1851 census shows him as holding 1,500 Arpents of which 800 were under cultivation, 400 in crops, and 400 in pasture.<sup>93</sup> Robert Hoyle's fortune, therefore, was closely associated with the growth and development of the Lacolle area.

Hoyle's activities as a timber merchant extended from the time he resided in New York to 1834 in Lacolle. He acquired several land parcels, selected we assume, for their location and

for the quality of their timber. (See Map 42.) He arranged for the cutting and hauling of white pine from his own lands and that of others. In 1827, Hoyle contracted with Alexis LeBert of Delery to cut, square, raft and deliver floating to Ile-aux-Noix by May 1st (1828) all of the good white pine to be found on one of Hoyle's land parcels in Delery (E1/2 of 36, 3rd range). LeBert, responsible for all expenses, was paid £10. per 1000 feet of timber. The timber had to be 12 inches square, 20 feet long, and the butted ends reduced to the middle size--suitable for the Quebec or the New York market.<sup>94</sup> A second parcel was to be cut under the same conditions, by Charles Lamoureux (E1/2 10, 2nd conc. Delery).<sup>95</sup> For cutting timber on his own land, Jacques Lebelle dit Beaulieu, a farmer from Lacolle, received £11.5.0 per 1000 feet delivered at Ile-aux-Noix or at Bellaire's Creek.<sup>96</sup> The contract with Lebelle was for 4000 cubic feet of timber. Should his farm be unable to provide this amount, the balance was to be taken from Hoyle's adjacent lot at a cost of £1.5 per 1000, which was therefore the value of the property rights in the standing timber. Labour costs, therefore, made up the greatest proportion of the value of timber at the local level. Lebelle, who was a sub-contractor in this agreement, received part of his payment in supplies for his men taken from Hoyle's store--8 bushels of wheat and a barrel of the best quality pork (valued at £7.)--and had the "right to take store pay or other property on account of said sum during the time that he shall work at said contract as for the payment of his men or other things he shall want."<sup>97</sup> By providing part of the payment

in store pay, Hoyle could multiply the benefits from his activities as a timber merchant. And, one must add storekeeper to his list of activities.<sup>98</sup>

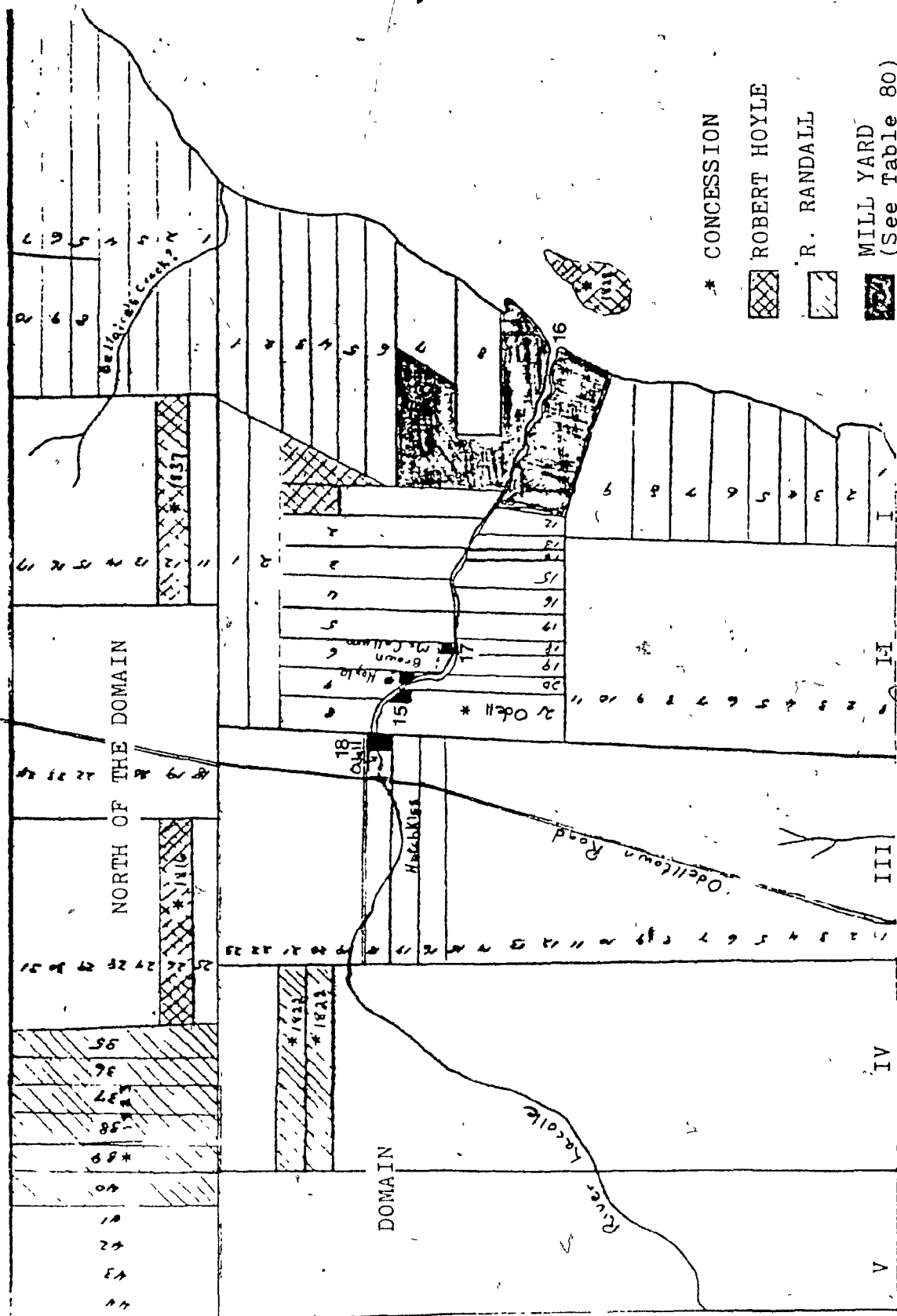
Hoyle was also running a ferry across the Richelieu at this time. In 1832, he built a mill built on Beaver Creek, the location of which we are uncertain. (This may have been the third private mill on Lacolle River, referred to by McGinnis in 1835 (p. 564).) In his correspondence home he stressed that his own men "cannot get & draw too much wood, or too many rails & pickets," and "Henry must make it known that I will cut good green or sound pine logs on shares, or buy them, the inhabitants need not fear, I will saw or buy all the good pine logs they can get in."<sup>99</sup> His insistence reflected the growing market for lumber. At this juncture the thread of his business activities is lost, but the census of 1851 and the record of his land holdings in the cadaster of 1857 attest to his continued presence and success in the Lacolle area.

#### Reuben Randall

Reuben Randall lived in Champlain, New York, but his business activities sometimes extended across the border into Lacolle.<sup>100</sup> In March of 1822 he was granted two lots in the 4th concession on the domain in Lacolle. (See Map 42.) In August that year, he obtained a two-year lease to Nehemiah Hotchkiss's lot in the 3rd concession, with its sawmill.<sup>101</sup> This mill site (described as east of the river and west of the road) consisted of a mill yard and dam, a sawmill with 2 saws and all of the necessary utensils, and a (cracked) potash kettle. The price of

the lease was £62.10.0 to be paid through the construction of a house on a lot south of the mill. The completed house would be appraised and a balance owing would be paid by either party if the value was more or less than the lease. The house, which was for the use of the miller, would remain the property of Nehemiah Hotchkiss. It was to be 20 feet by 14 feet, have good tight floors and roof, and a comfortable chimney. The mill and mill dam would have to be put in good repair and delivered as such.<sup>102</sup> In March and November of 1823, Randall was conceded 6 adjacent lots in the 5th and 6th concessions north of the Domain (515, 516), bringing his total area granted to 896 Arpents, all extremely well located relative to the mill site he has just leased (See Map 42).<sup>103</sup> Randall does not appear to have settled in Lacolle. His interests there could easily have been conducted from Champlain. The land grants were probably obtained primarily as wood lots from which he could cut timber while leasing Hotchkiss's mill, and sold or allowed to revert to the seigneur for unpaid seigneurial dues thereafter.<sup>104</sup> Since his lease was signed before Pierre Gamelin of Laprairie, one must assume that the seigneur was cognizant of Randall's milling interests, and granted him such a disproportionate area of land willingly. It seems unlikely that the coincidence of interests was circumstantial.<sup>105</sup>

LACOLLE MILL SHOWING THE PROPERTIES OF ROBERT HOYLE AND REUBEN RANDALL



\* CONCESSION  
 ROBERT HOYLE  
 R. RANDALL  
 MILL YARD  
 (See Table 80)

Patrick McKeemond Junior

Between 1825 and 1831 Patrick McKeemond and/or Patrick Jr. settled in the seigneurie of Bleury and acquired by concession 1,129.6 Arpents of land, mostly in the concession northeast of Grande Ligne (211). (See Map 43.) During this period, Patrick Junior became a timber merchant. Although he was probably engaged in the timber trade in his own capacity, he also acted as a broker for one of the larger Quebec export firms. In 1829 he was buying pine logs, 12 feet 2 inches long and not less than 14 inches in diameter at the small end. They were to be delivered to Antoine Sabourin's farm on the bank of River Barbotte before March 15th. The price of £13.15. (\$55) per 100 toises was to be paid after delivery, with an advance in January.<sup>106</sup> A few days later he agreed to supply William Parker of Quebec city with 1000 toises of white pine logs (22 inches by 12 feet long, with no knots larger than a dollar and none being less than 16 inches in diameter). These would be delivered to River Barbotte before March 20 after which McKeemond would bring them to the river, see to their cribbing, and deliver them to the mouth of the Richelieu by May 1st. To ease his task, Parker agreed not to contract for any timber from the seigneurie of Bleury without McKeemond's consent. The price Parker would pay was 3 s. 9 d. per [toises].<sup>107</sup> If McKeemond could fill his contract by paying the same price as in his contract with Mailloux and Parent above, the timber would cost him £123.15.0, leaving £63.15.0 to cover cribbing expenses and profit. Through his contract with Parker, McKeemond became his local agent,



seeing to the purchase and delivery of timber, responsible for its quality, and providing advances to his sub-contractors, to enable them to meet their initial expenses.

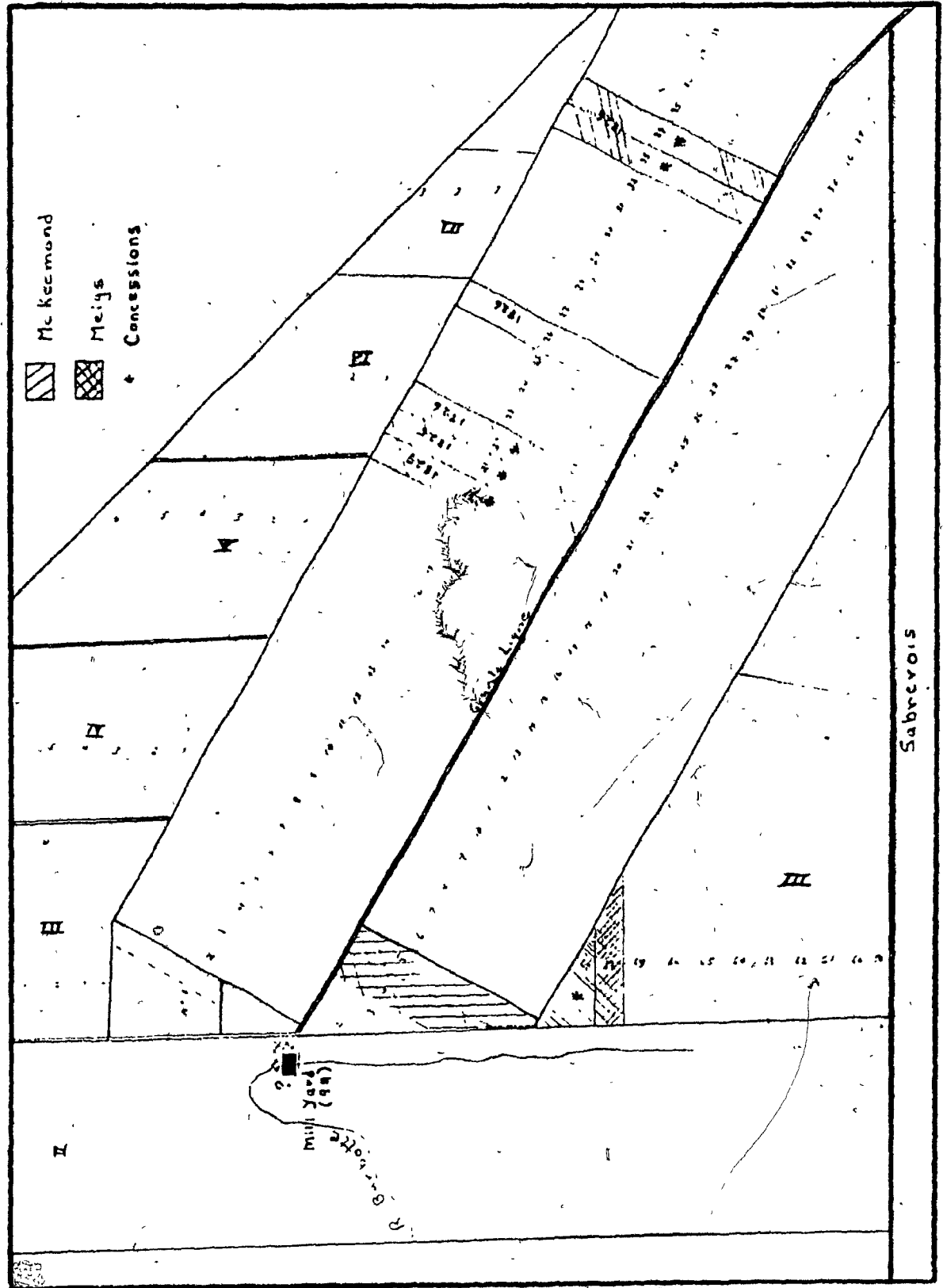
#### Richard Bower

Watson's Mill in Sabrevois was already built and the property fenced when its lease was taken over by Richard Bower, a farmer from Sabrevois, in 1829. The water privilege included the right to add saws or machinery other than a grist mill. The rent was £50 annually. In 1835, Bower and his brother Joseph transferred the lease back to the seigneur.<sup>108</sup> Between 1828 and 1835, Bower also held a lease on Warner's Upper Mill.<sup>109</sup>

#### Bronson Meigs

Bronson Meigs moved to Bleury from Swanton, Vermont to become involved in sawmilling in 1830. He took up a permission to build and 9-year lease for the mill seat on River Barbotte in Bleury. The lease was for a minimal sum--£6.5.0 per year--but at the end of the term, all improvements became the seigneur's property.<sup>110</sup> He did not retain the lease of this particular site into the next administration, but received an early discharge in 1835.<sup>111</sup> However, he owned property adjacent to the mill seat in 1857, an indication of his continued interest in this area.<sup>112</sup> He was active as a timber merchant and in the related acquisition of land throughout the period of Henry's administration, and after. In 1837 he purchased Lot 68 in the 3rd concession (105), which was in close proximity to the southern branch of River Barbotte (Map 43). At this time he was

THE MILL SEAT ON RIVER BARBOTTE SHOWING THE PROPERTIES  
OF PATRICK MCKEEMOND AND BRONSON MEIGS



described at a lumber merchant from Bleury. This purchase was made jointly with Horace Wheeler of St. John's, a tanner.<sup>113</sup> In 1840, he acquired, jointly with Messrs. Mott & Patttee of Saint John's, lot 5 in Grande Ligne (112) adjacent to a lot he owned previously. The deed of sale noted that all of the pine timber on the whole lot was to be cut and carried away within ten years.<sup>114</sup> Meigs also leased the Upper Falls mill seat in Noyan until 1843 (see p. 570).<sup>115</sup>

#### ii) Other Domain Grants

One new permission to build a grist mill was granted by Henry in 1833. The privilege was extensive--the right to build a dam, grist-mill for their own and public use, and any other hydraulic works. It was taken up by two brothers and trading partners from Longueuil and Delery, William and Richard B. McGinnis.<sup>116</sup> The lease was for 9 years at £50 each year except the first, when no revenue was expected. Since William McGinnis became agent for the seigneurie well before this lease expired, he had no difficulty renewing his lease. The mill was later given to the two brothers by William P. Christie. The activities of William McGinnis as a miller are discussed in greater detail in the following section.

In 1832 a second permission to build, almost identical in its terms to that granted to Meigs, was given to Jacques Hébert and Jacob Robert, farmers of Saint-Athanase.<sup>117</sup> We have no further record of this mill.

In 1824 a permission to build a carding and fulling mill

was granted to John Brown, a woolcarder in Lacolle.<sup>118</sup> We have no record of this mill having been built, and the census of 1831 does not show any carding mills in the seigneurie. There was one in Hemmingford, however, owned by Henry Hoyle,<sup>119</sup> and this may have been related to Brown's decision not to build.

In 1827, Henry granted Jean Olivier Giroux, the priest of Saint-Athanase, a village lot in Christieville (Lots 28-29 on Henry Street, 432 T. in area), in full property, for the Catholic Church there.<sup>120</sup>

#### 5. The Mill Reserves, 1835-1854

When W. P. Christie succeeded Napier C. Burton in 1835 through the terms of Gabriel Christie's will, the transfer of the seigneuries by Edme Henry to the new agent, McGinnis, was made with reluctance. The new administration, effective from January 2nd, 1835, would have to wait until June 6 before Henry would deliver over the seigneurial papers. Even then, it would take some time to absorb this massive accumulation of documents, especially if there were no up to date terriers.<sup>121</sup> The first task of the new seigneur, therefore, was to familiarize himself with his seigneuries, and discover for himself the total result of Henry's administration. W. P. Christie began by collecting information from friends, some of them also seigneurs, and from someone he calls "young Demers", which is probably a reference to E.R. Demers, later a notary at Henryville.

According to W. P. Christie's information,<sup>122</sup> the seigneurie of Bleury had perhaps 2000 "Tenants". His informants advised him "to buy up the slip of land 10 to 20 acres along the

Richelieu where there is a Rapid, if it has been conceded to the River's edge by mistake on the Bleury side." The domain "in St. Athanase" (near Christieville) was about 90 [Arpents]. Sabrevois had Scotch and Irish settlers in a back concession. A sawmill near Jones' was leased out by the seigneur to Bowers for £50 per annum. A second sawmill was let out to someone named Boardman for £15 per annum, for nine years, the lease to expire in September of 1837. The mill was described as "eight miles distant toward L'Acadie".<sup>123</sup> In Noyan a sawmill, which needed repairs, was held free for two or three years (since 1831) by Warner, and was then leased at £25 per year. Noyan also had a domain "on the water-side" which "had a large house on it, which was built by Colonel Campbell, who sold his half of the Seignior." Delery, W. P. Christie was told, had a village named Lenoxville, obviously a confusion with Napierville, and one called St. Valentin. The domain around the Lakes was believed to be about 200-300 Arpents. A grist mill and a double sawmill in Delery were leased in 1829 for £200 per annum, the occupant being responsible for the repairs. Repairs had been completed in 1831. Also, a house built nearby by Mr. Hoyle, valued at £150, was the property of the seigneur. (Hoyle, then may have been one of its leasees under Henry, but we found no information on this mill seat.) W.P. Christie was also told that there was a second reserve in Delery. Lacolle, a large seigneury, had a domain around the mill of about 484 "acres", and three private sawmills above the seigneur's mill. The domain (of unconceded or reserved lands) in Lacolle was said to

be "as extensive as a small Seigneury, but supposed to be reduced in size by Mr. Henry."

This information was clearly insufficient, and McGinnis was instructed to find out more. He was to record and report on the extent and situation of the domains and unconceded lands in each seigneury, distinguishing between farm and village lots, and making note of all natural advantages such as mill seats, quarries, woods, ferries, sites for villages, and spots capable of improvement. In general terms, his instructions as agent were to improve the value of the estate by "all prudent & legitimate means".<sup>124</sup>

McGinnis noted that the seigneury of Sabrevois had mostly been conceded, but that it was not well settled because many of its lots had been granted to "speculators in timber" who reserved them for their great quantity of valuable pine. By avoiding their share of joint labour, however, they were preventing actual settlers from clearing the land, which was generally good and adapted to most kinds of grain. There were 6 sawmills on the seigneury: 2 on South River, 2 on what was called Watson's Creek, and, 2 on the Barbotte about 7 miles from Christieville. "These mills saw a great quantity of planks and boards . . . one of the principal commodities for market". The roads through most of the seigneury were good. One led from Christieville to Henryville. The other ran obliquely through the seigneury of Bleury and Sabrevois, into the Township of Stanbridge. Along these roads, the seigneuries were well settled.<sup>125</sup> From McGinnis's description, we note that the boundary between Bleury and Sabrevois was blurred, a situation which W.P.

Christie would later rectify.

The seigneurie of Noyan, McGinnis reported,<sup>126</sup> was considered valuable because of the variety of soil. But it was broken up by the rivers which flowed through it, and by Missisquoi Bay. Large tracts of land were inundated by South River and by the Bay, particularly since the erection of Chambly Canal. There were several marshes along South River, some extending to Missisquoi Bay. One in particular was 3 miles long by 1 mile wide and "so low that even in the driest season it is of no value. The rent of such places, are obliged to be deducted. It is a general opinion that if the Rapid at St. John's could be lowered 2 or 3 feet this land might be made arable. . . . Great quantities of lumber have been taken from here such as pine and oak." The village of Henryville had been well laid out "but has been checked in its improvements". Whether cause or effect, the sawmill there was "of little value, as it is partly decayed". He continued: "There is no situation on South River to warrant the erection of a grist mill, but at both falls on Pike River, there is good privileges for grist mills & any other machinery." Robert Jones, who held these privileges, had "already erected a fine sawmill at the Lower Falls & will probably ere long erect other mills. There is two saw mills at the Upper Falls."<sup>127</sup> Lumber, McGinnis noted, was "still a considerable business in consequence of which many fine farms are neglected, and many not cleared the timber being kept by speculators".<sup>128</sup>

After a visit to Lacolle, McGinnis reported there had been

cutting on the domain and over three-quarters of the the settlers were squatters. He also notified the VanVliets that they had set up certain buildings illegally.<sup>129</sup>

This evaluation of the seigneurial reserves was the starting point of W.P. Christie's administration. It identified the areas which required attention and the irregularities which would have to be brought to an end. It also began the treatment of each seigneurie as a separate unit. During Edme Henry's administration, the Christie seigneuries had been administered as one area and seigneurial boundaries were not delineated. Much of the information about the mill sites and remaining unconceded land which McGinnis acquired in 1835, therefore, was vague. From at least 1842, the date of his will, W. P. Christie intended to leave the seigneuries to his heirs as five separate, but each indivisible, seigneuries, and to exclude his personal property from these bequests--the domain farms, mill seats, and purchased lots. To do so without any problems required precise boundaries between the seigneuries and the accurate survey or description of his personal property. As we have shown in Chapter 4, his administration concentrated on completing these surveys. In 1842, many of the domains were still not surveyed, but at the time W. P. Christie may not have considered this critical. It was around this time, however, that interested parties began making enquiries about the estate, and question the validity of W. P. Christie's succession under the terms of Gabriel Christie's will. (See pp. 52-5.) This realization must have been an important factor in determining the manner in which W. P. Christie's bequests were executed. Rather than trusting



his own will as sufficient guarantee that his intentions would be carried out, W. P. Christie effected the transfer of most of his personal property property immediately, in the form of concessions, concessions and sales, deeds of gift, and so on. The alienation of the domains away from the seigneur which was the major trends of this administration becomes more understandable in this context. W.P. Christie also separated the mill seats from the domain farms, thereby ending the inter-relationship of these properties. These other domains are considered in greater detail in section 7, below. The mill seats of the seigneuries (Map 41) are listed in Table 80 which indicates the manner in which they were disposed of by W.P. Christie. Those indicated 'seigneur' became the property of the heirs to his seigneuries and were leased. The others were sold or given to his other heirs. As this list indicates, it was the general water privileges which Christie sold or donated and the sawmill leases which remained in the hands of the seigneurs.

#### i) Bleury

The Christieville grist mill and mill-yard with an additional piece of land below the mill along the River Richelieu called the Hazen Creek mill seat were donated to Richard and William McGinnis jointly, and to their heirs and assigns. The location of this mill seat in the northern part of Christieville can be seen in Map 8. In 1857, this property was valued at £1000 by the village corporation of Christieville, for tax purposes.<sup>130</sup> In 1846 McGinnis received the "Hazen Creek Lot".

TABLE 80  
Mill Seats in the Christie Seigneuries, 1835-1854

No.	Name	Status	Proprietor/Leasees
1.	*Hazen Creek or Christievill	Gift	RB & W McGinnis
2.	River Barbotte	Seigneur	W McGinnis ?
3.	Watson's Mill	Seigneur	Silas H. White
4.	Sabrevois - 5th	Seigneur	T. Billings
5.	Warner's Upper Mill	Seigneur	Beardsley & Goodnow E.S. Goodnow
6.	Warner's Lower	Seigneur	Warner or Defunct ?
7.	Henryville	Seigneur	McGillivray
8.	H.ville Steam Saw		E.S. Goodnow
9.	H.ville Wind Grist	99-Year Lease	Laurent Dupont
10.	*Pike R. Upper Falls	Sale	Robert Jones
11.	*Pike R. Lower Falls	Sale	Robert Jones
12.	*Napierville	Sale	Laviollette?
13.	River Bleurie-Lot 13	Seigneur?	no record
14.	*St-Valentin-Lot 8	Gift	John McGinnis William McGinnis
15.	*Lacolle Mill-Upper	Sale	A. & M. Hotchkiss Henry Hoyle
16.	Lacolle Mill-Lower	Seigneur	Defunct--Farm
17.	McCallum Mill	Seigneur	McCallum Ed. Lewis
18.	Odell Mill	Private	Odell family

SOURCE: Appendix III, Note 8.

NOTE: General Privileges including the right to build grist mills are indicated with an asterisk (\*). For the location of these mill seats, see Map 41. This list may not be complete.

from Amelia Bowman Christie.<sup>131</sup> This Christieville lot was an irregular parcel of approximately 5 A. in area, including Hazen Creek just south of the Church of England's lot. The concession was made with one restriction--no distilleries, brasseries, or tanneries could be built on Hazen Creek. Otherwise, this is a standard concession (Henry, French) with village rents at a rate of 5 s. per A. and 1 d. cens. The mill seat in Christieville, and presumably that at River Barbotte, since no lease is recorded, were administered by McGinnis. His entrepreneurial activities are considered in more detail in section 6 below.

#### ii) Sabrevois

As can be seen in Map 41, there were three mill seats in Sabrevois. These were included with the seigneurie in the succession of 1845, and became the property of Catherine Anne Gordon Cleather who retained William McGinnis as her agent, and the mill seats continued to be leased as before, after 1845.

In 1835, Joseph Bower and his brother Richard Bower, lumber merchant of Sabrevois, were discharged of their lease of Watson's Mill<sup>132</sup> (on Watson's Creek) which they held since 1829. We have no record of the lease which replaced this one, but in the 1840s Silas H. White held the lease,<sup>133</sup> renewing it in 1851 for a further 9 years at £25 per year.<sup>134</sup>

The mill seat located on lot 22 in the 5th concession of Sabrevois (207), was on the main branch of South River and included 4 Arpents of land. In 1846, the mill yard, with its one saw, was leased (for a 9-year term) to Timothy Billings of Sabrevois, a farmer.<sup>135</sup> The lease included an agreement to

build a new "good and substantial" sawmill on the site. According to the terms of the lease, Billings was not to change the course of the water above the mill and would be responsible for all damages caused by the dams.

Warner's Upper Mill was located in Sabrevots, on the Main branch of South River, and included a reserve of 10 Arpents of land. (The exact lot number of its location is not known.) The lease to Beardsley and Goodnow, made in 1834 by Edme Henry continued in force until the end of its term. In 1846, it was leased for nine years to Edward Selfridge Goodnow, who had become a Henryville merchant, for £12.10 per annum.<sup>136</sup> The mill-seat already included 2 sawmills and a slide for floating logs through it. The seigneur reserved the right to use the slide. The 1846 lease included an agreement to build a new good and substantial sawmill within two years.

iii) Noyan

The mill seats in Noyan were located on South River near Henryville, and in the rear of the seignury on Pike River (Map 42). There were two mill-seats in the immediate vicinity of Henryville when W. P. Christie began his administration. These were also shown on the plan entitled "Map and Profile" reproduced in Map 28. The site on South River in the village itself (see also Map 10), was known as Warner's Lower Mill. Since we have found no record of new leases for this mill, Warner's lease must have continued, but the mill was defunct in 1835 (p. 565).

A lease to be granted to James McGillivray, according to a

draft memo, was for a sawmill erected on a small River running through lot 15 in the 3rd range, Noyan (323), which would correspond to the second site shown on Map 28.<sup>137</sup> This site might also be the one referred to in McGinnis's notes as leased to Boardman (p. 563) since both were for £15 per year. One arpent of land on each side of the river (from the highway to the bridge) was to be reserved for the use of the sawmill. The water privilege included the right to build other hydraulic works, but specifically excluded the right to build a grist-mill. McGillivray, involved in the timber trade at the time, also owned property along the river's edge, and the point opposite Ile-aux-Noix was called McGillivray Point.

The Upper and Lower Falls mill seats on Pike River became important domains in the seigneurie of Noyan when the boundary with Stanbridge was adjusted so that these two falls and a few small islands in Pike River fell within Noyan. (See Map 41 and 44.) As McGinnis noted in 1835, these were the only really suitable sites in the seigneurie for the building of a grist mill, which required more substantial buildings and expense than the early sawmills. Edme Henry had purchased this mill seat from Moses Spear in 1820 while it was in Stanbridge.<sup>138</sup> He leased it in 1834 to Daniel Meigs, a farmer from Noyan.<sup>139</sup> The lease remained in force despite the change in the boundary and in administration. In the interim, however, the mill site was sold, and upon the lease's termination, Meigs' partner (Mr. Keys from Highgate; Vermont) was instructed to deliver over the two sawmills and the Upper Falls mill seat to Robert Jones or his assign.<sup>140</sup>

The Pike River mill seats were sold as a result of an administrative decision on the part of W.P. Christie. In 1836 when McGinnis sought to sell the mill site, Robert Jones, who had property nearby, was offered the opportunity of first refusal.<sup>141</sup> Jones was favourable and the parties agreed on the terms of the sale. The transfer was made through a concession and sale. Title to the land was the usual "à titre de cens et rentes foncières et non-rachetables" with the standard rate of rent of 4.5 d. per Arpents. But, the seigneur renounced and abandoned his right of redemption or retrait.<sup>142</sup> The mill site was surveyed by Hiram Corey prior to the sale, and the survey report was appended to the sale and concession. The Lower Falls consisted of 24 A. excluding the area below high water; the Upper Falls, of 26 A. with a further 13 A. of overflow on which no rents were to be paid. Two small islands in the river, 2.36 A. in size, were included. A small triangle of land, logically part of the mill seat but missed in the survey, was included later.<sup>143</sup> (Map 44.)

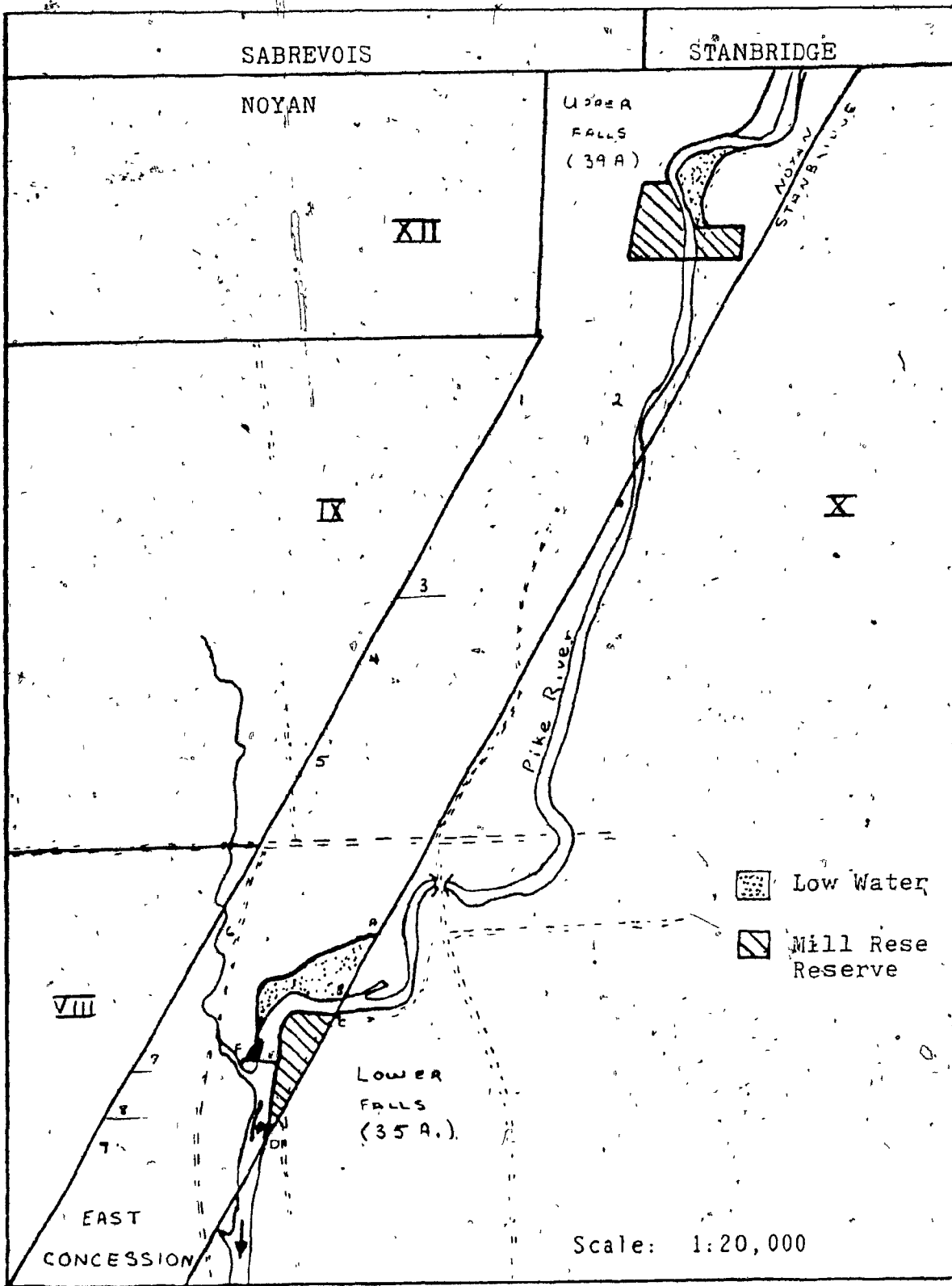
Jones acquired "the right of building or erecting dams, to build and use grist and other mills and machinery of all sorts and to use the water in propelling all other machineries . . . and use on the said premises for ever" for the sum of £1,500, to be paid by installments. During Meigs' lease, £25 would be deducted from the interest due. The sale of the water privilege was intended as a general one:

It being the express intention of this agreement to grant to the said Robert Jones, his heirs and assigns, all the mill privileges on Pike River within the seigneurie of Noyan together with all the seigneurial rights thereunto belonging."144

The sale included only one restriction or condition. Jones agreed to build a grist-mill within two years of the expiry of Meigs lease on Upper Falls. However, this was later amended to allow him the right to build on either the Upper or the Lower Falls within 6 years, or before the end of 1849, only. The reason given was that Jones had already built new mills near the Falls, and that these could meet the needs of the neighbouring seigneuries.145

After 1845, the seigneur of Noyan (Mary Christie Burton) would grant two new permissions to build mills, but these were not at reserved mill sites. In 1848, a farmer from Saint-George-de-Henryville was granted a 99-year lease (bail emphytéotique) for a wind grist mill to be constructed in the 1st concession Westover (202). He would pay £6.10 yearly for this privilege.146 In 1854 permission to build a steam sawmill and grist mill was granted (for part of lot 16 in the 3rd concession) to Edward Goodnow and his trading partner, Elisha Mix, of the firm "Goodnow & Mix", for £5 per annum.147 This permission to build, the first for a steam mill, represented the beginning on a new era in the seigneuries: the age of steam.

SURVEY PLAN OF THE MILL SEATS ON PIKE RIVER



SOURCE: Concession and Sale, May 20, 1836, P.P. Demaray, ANQ-M.



#### iv) Delery

The Napierville mill seat, when it was leased in 1838 to Edme Henry for £25 per year,<sup>148</sup> consisted of three irregular lots (9.5 A.) contiguous to the village of Napierville and located on both sides of the river. There were 2 sawmills, a grist mill, a large wooden house, a large wooden shed, a carriage house, a large wooden stable, a small wooden dwelling house, and other wooden buildings on this property.<sup>149</sup> Henry failed to pay the rent for his lease. Pressed for payment, he claimed the lease had been transferred to Daniel Meigs.<sup>150</sup> But an action by Henry's wife against his property in 1840 described this property as "heretofore reserved for a grist mill & sawmill by the seigneur but now the property of the defendant".<sup>151</sup> When Edme Henry died in September of 1841, leaving his widow, Clothilde Girardin, as his universal legatee, a legal dispute with W.P. Christie over the mill site ensued. The matter was finally settled out of court in 1845.<sup>152</sup> Dame Girardin recognized W.P. Christie's property right in the mill seat and all of its buildings; in return, the lease was cancelled and all overdue rents (£145 plus interest) were acquitted.<sup>153</sup> W.P. Christie, upon hearing of the results of the case commented:

So Mrs Henry has at last given in, when she could hold out no longer--a very complaisant Dame, to admit my opposition to be well founded: I think it well to dispose of the mill-privilege, to a good purchaser, & at a fair price. I suppose that (I mean the Mills) is separate from the house, & out-buildings, & land; or rather they should all go together to make the whole purchase more eligible.

(WPC to WM, Clifton, Mar. 1, 1845.)<sup>154</sup>

The mill seat was excluded from the seigneurie in W.P. Christie's

mill and since McGinnis did not have the management of a mill in Napierville, we assume it was sold. In 1857 the lot was valued at £2,000 and was the property of J.G. Laviolette (Table 25).

In 1842 a Montreal gentleman named André Barron was sued for seigneurial arrears on Lot 8, 2nd Concession N. of Jobson Road (417). This lot included a reserve of 1 arpent on each side of the "creek" which ran through it.<sup>155</sup> This creek, River Bleurie, must have been considerably augmented by W.P. Christie's drainage project for Lakefield (p. 596). Between 1841 and 1843 this mill reserve, called Saint-Valentin, was developed by W.P. Christie and two new sawmills were built there. One of these was bequeathed to the son of the late John McGinnis, the other to William McGinnis's oldest son, William Jr. (Table 6). These gift were made in full property, and another reserve was disassociated from the seigneur. The mill reserves were not evaluated or shown in the Cadastre abrégés of 1857, but Lot 7 was held by William McGinnis and half of Lot 8 was held by John McGinnis. It is quite likely, therefore, that the seigneur or McGinnis had acquired Lot 8 at the time of the sheriff sale in 1842, and that the mill was simply located on this property and not treated as a separate reserve. In 1865 McGinnis was administering a property in Saint-Valentin on which the buildings--a sawmill, a stone house, a wooden barn, a stable, and other outbuildings--were valued at £525. (See Appendix I, Table 102).

v) Lacolle

In W.P. Christie's will the devise of Lacolle excluded the mill privileges. Any unsold domains became the property of Amelia Bowman Christie. Most of the mill seats, however had been sold by 1845. Lacolle Mill, the principle seigneurial domain in Lacolle, was leased for a one-year term to the miller of Lacolle Mill, Joseph Blain, in 1835.<sup>156</sup> This lease appears to have been a stop-gap measure on the part of the seigneur to have the mill running in 1835, before making a more permanent arrangement for its disposal. Blain's lease was £50 per annum for the domain which included a sawmill, a grist mill, and the farm. The lease did not include a cutting privilege. Trees on the farm could only be used for firewood or repairs. The grist mill had 2 pairs of flouring stones and 2 bolters. The miller agreed to re-cog the spur wheel, and to make an efficient smut machine to clean wheat.

The next year Lacolle Mill was sold to Merritt and Alonzo Hotchkiss, merchants from Lacolle and Laprairie.<sup>157</sup> They were conceded the land which had been mill reserves: a small 2 Arpent lot in the northwest corner of Lot 21, 2nd Concession S. of River Lacolle, and the 429 Arpent reserve and farm on both sides of Lacolle River at the Richelieu. (See Map 42.) The seigneurial rents were at the domain rate of 6 d./A. area plus 1.5 d./a. front (Table 57) which meant that £10.16.11 would have to be paid annually in rents alone. As well, the new owners would have to pay the sum of £1,000 for their purchase of the mills and the water privilege. A first installment of £200

was due in the first two years, the balance payable in 8 installments of £100, plus interest. As well as the existing grist mill, sawmill, dwelling house, barn, stable and outhouses, they received the privilege "to erect any mill or other machinery that they may deem fit" on either of the lots, or attached to the dam which they received permission to build on lot 17 in the 3rd concession.

The Hotchkiss brothers proceeded to build their dam and a new stone grist mill on the upper reserve. But they were unable to ride out the depression of 1837 and by 1841, the agent was pressing them for overdue payments.<sup>158</sup> In 1842, the seigneur sued and they were forced to sell the property.<sup>159</sup> W.P. Christie purchased the property at the sheriff sale which followed. He paid £360 for the new grist mill with its 2 A. mill yard.<sup>160</sup> He then sold it to Henry Hoyle for £500, to be paid in three years, with interest, the seigneur retaining a special mortgage as bailleur de fond until it was discharged.<sup>161</sup> Although the new mill thereby became the property of Henry Hoyle, it seems that Merritt Hotchkiss continued to manage it and in 1844, when damages were sustained from the operation of the mill directly below it, Hotchkiss had Hoyle's power-of-attorney to handle the matter.<sup>162</sup>

When W.P. Christie acquired Lacolle Mill, the mills on the larger reserve were defunct. The property had on it an old stone building, "heretofore a grist mill" and the "frame of an old saw-mill", a house, a barn and a shed.<sup>163</sup> It was therefore let out as a farm on shares to Robert Taylor, until 1843.<sup>164</sup> Instead of cultivating it as he had agreed to do, however,

Taylor leased the buildings to a detachment of troops and agreed to furnish them with wood for fuel. McGinnis protested to the Commissariat officer at St. John's that the wood Taylor was selling them was the property of the seigneur. This property was inherited by Amelia Bowman Christie in 1845. She in turn donated it to her brother, William Bowman in 1848, and added the mill privilege to the first gift in 1858.<sup>165</sup> The Bowmans called this farm Richelieu Grange.

In 1836 W. P. Christie allotted a new mill privilege on River Lacolle Duncan McCallum, a surveyor from Champlain, New York.<sup>166</sup> The privilege was for a mill seat to be located on the east half of lot 6 in the 2nd concession North of River Lacolle (522). (See Map 42.) It occupied 4 Arpents of land, obtained by virtue of the seigneur's reserve of mill sites, from a lot which had been conceded to Micheal Normandin. Normandin was paid for his improvements. McCallum was given permission to build a dam across the river, but he was restricted in that the dam was not to raise the water to back it up on the sawmill and grist-mill which were above the privilege (Hoyle's). Since no buildings were erected, the lease was for only £12.10 per year. The dam, indemnity for any flooding damages, mill construction and all saws and utensils would be the sole responsibility of the leasee, but the mill and its equipment would revert to W. P. Christie at the expiry of the lease.

After building his mill, McCallum fell into arrears. In 1841, a writ was taken out against the mill seat and lot 19 on the opposite side of the river (535).<sup>167</sup> Sold by sheriff sale

at the door of the Methodist Church in Odelltown, the mill went to the highest bidder, W.P. Christie, who paid £25 for it.<sup>168</sup> Even before the sale, however, he had agreed with McCallum that, if he became the purchaser, he would sell him the sawmill and mill privilege for £200, and his court costs.<sup>169</sup> But McCallum did not accept this offer and W. P. Christie was left owning the mill. In November 1843, McGinnis instructed Thomas Lewis of Lacolle to take possession of the sawmill with all its implements promising to arrange a lease with him when he was next in Lacolle.<sup>170</sup>

This mill site was added to a river already well occupied. The first objections to McCallum's efforts came with regard to his survey work, which apparently caused damage to the mill privilege in Lot 9, the property of a Mr. Mussen. McGinnis advised McCallum to be more careful since it was understood that his privilege would cause no damage to any individual.<sup>171</sup> But in 1844, when the mill was occupied by Thomas Lewis, the water was allowed to back up as far as Hoyle's stone grist mill and caused damage to its water wheel. In April, water caused one of the walls of the wheel house to fall in, resulting in a work stoppage, and in November, more wall crumbled. Hoyle's protests were ignored; Lewis refused to let the water down without orders from McGinnis. Hoyle feared the wheel would be out a full season for repairs. He therefore protested against McGinnis and claimed compensation for £200 of damages to the date of the protest.<sup>172</sup> McGinnis's reply was that:

In as much as the Dam of the sawmill was erected long before the grist mill of Mr. Hoyle, was erected, I do not consider myself responsible to make good any damage caused in consequence of said dam.<sup>173</sup>

Just how these difficulties were resolved is not clear, but is evident that by 1844 the optimum number of water privileges on Lacolle River had been equalled or surpassed.

#### 6. The Concentration of Manufactures, 1835-1854

Because he valued agriculture, W.P. Christie was opposed to speculation and squatting, but he also favoured economic development. This is evident from his correspondence with, and instructions to, William McGinnis. When he took over the seigneuries in 1835, they still contained substantial quantities of timber, not all of which was on lands already granted. W.P. Christie was approached by persons interested in acquiring this timber, but his reaction was generally unfavourable. Writing to McGinnis in 1835, he noted that a Mr. Dorwin had been asking about unconceded lands in Noyan and Sabrevois, and whether or not there was timber near Kempt road. He was suspicious of this thinking that the intention was to cut the timber and leave the lands. McGinnis was asked be on guard against such schemes. Dorwin also proposed building a grist mill in Noyan, but Christie was not sure if he meant it.<sup>174</sup> Writing to Hiram Corey about the East concession, which has recently been added to the seigneury, McGinnis mentioned that he had received an offer from Lewis Taylor to purchase all the timber on the unconceded lands of Noyan, including the East Concession. Although McGinnis had no objection to such a sale, he felt the offer was

too general and wanted to know more about the kind of timber there was in the concession, its estimated value, and when it would be cut, before committing himself. As to conceding the whole concession, he had received orders not to concede more than had been surveyed. The remaining tract would be lotted "shortly" and concessions would be "an after consideration".<sup>175</sup>

There was a limit to the direct action W. P. Christie could take to end speculation when the land in question was already granted. When seigneurial rents were overdue, however, the possibility of ousting speculators did exist, if the seigneur was willing to force the sale of the property, which he was, in the case of absentee speculators. (See Chapter 4.) In the process, much of this land was acquired by W. P. Christie, William McGinnis and others interested in the forest industries. In this period, McGinnis (acting for his family and as agent) became one of the most important manufacturers and timber merchant in the seigneuries. At Hazen Creek, one of the better mill sites in the seigneuries, the facilities were expanded from the original grist mill, to include a carding and fulling mill, and a sawmill. An examination of his sawmill account which began in 1844, shows that McGinnis's position as seigneurial agent favoured his role as a timber merchant, whether acting for himself or the seigneur, and indicates that he, along with some of W.P. Christie's friends such as John Forbes, had largely replaced the absentee American speculators as large land proprietors in the the eastern seigneuries.<sup>176</sup> W.P. Christie's opposition to speculation with a view to favouring agriculture



may have been sincere, but in practice, it meant that he and his agent had simply acquired the timber lands for themselves, rather than leave it in the hands of absentee landholders.

Between 1845 and 1851, McGinnis's account book for the Christieville sawmill (SMA) shows him purchasing logs and directing the cutting of timber in most parts of the seigneuries, and even in Hemmingford. Labour was hired to cut and draw logs; timber roads were built; land was cleared. Delivery was taken at one of several points: South River, the Saint-Valentin Mills, Jobson Creek<sup>177</sup> and River Barbotte. If they were cut on lots belonging to McGinnis or the seigneur, only the labour and hauling was paid. Most of the logs cut on this basis came from the H.B. Wells lots in the 4th Concession, Sabrevois (p. 450-1). The timber merchant John Forbes was also cutting in this area, sometimes in association with someone called Dubuc. At one time Forbes had at least 5 men cutting there for him. In the spring of 1845, he brought down 75 standard<sup>178</sup> green pine logs, 21 dry, and 11 hemlock. (With expenses for bringing them down their value was £33.8.7.) In 1846, he sold McGinnis 88 toises of hemlock and 28 of pine, valued at £18.16 (SMA, pp. 10-11). The price McGinnis paid when buying logs from others depended on the quality of the timber, but appears to have been fairly standard. Pine generally commanded 5 s. per toise, but occasionally as much as 7 s. 6 d. Hemlock was usually purchased at 3 s. or at 3 s. 6 d. Maple, ash, spruce and tamarack appeared only occasionally. The total value of his purchases in the 5-year period of his account was £1,056. Of this amount 66% was for transactions less than £25, and 54% for those greater than this.

The many small transactions were more important therefore, in both their number and their value. 179

At the points of delivery, labour was hired to square and raft the timber. For some destinations, it was hauled instead. Square timber valued at £74.10, for example, was sent to Timothy Hoyle at Champlain, New York in 1849. Other logs went to the mill for sawing. The lumber might then be sold in the local market, or shipped elsewhere. In 1850, a shipment of planks, pine boards and boards valued at £120 was taken to Troy, Vermont by one of McGinnis's employees (SMA, 7784). Locally, McGinnis, Amelia Bowman Christie and the Henryville Church were among the mill's best customers. As with the purchases, however, the many small transactions were probably more important than the few large ones.

Although McGinnis's hand appears to be everywhere, in actual fact he probably rarely stepped out of his office in Christieville. Some of the cutting seems to have been done through sub-contracting and although McGinnis's account recorded transactions with 136 individuals, he did not necessarily deal with them all personally. The cutting and drawing of timber on the Wells lots, for example, was organized by Joseph Prevost who received payment for himself and the men working under him. Other dealings were through John Forbes and Silas H. White, who held the lease at Watson's Mill. At the Saint-Valentin and Christieville mills, McGinnis could depend on the sawyers he himself had chosen to act for him.

At Christieville the mill was under the control of its

sawyer, John Pearson,<sup>180</sup> who was authorized to sign notes on McGinnis for the logs delivered there. He evaluated the quality of the logs and priced them accordingly. On at least one occasion he refused to give the price apparently agreed upon in advance, saying the logs were worth less. Pearson did not hold a lease but was paid by the number of boards sawn. In the year between April 1845 and 1846, this was £88.15. for sawing 29,000 pieces. Between April and November 1846, he was paid £73.16.2.5 for sawing 24,603 pieces (SMA).

At the Saint-Valentin mills, Ed Lewis acted as an agent for McGinnis as well as pursuing his own interests as a sawyer and farmer. He did some of the work himself, but also hired other to help. His farm supplied some of the provisions required for the men and horses working for McGinnis. McGinnis also reimbursed him for money spent on items such as nails, sometimes by paying his account with Jonathan Pearson. Ed Lewis's work for McGinnis included general tasks such as shingling a shed, making fences, digging ditches, and chopping cord wood, and drawing logs and sawing lumber. In 1848 and 1849, however, a new house was under construction at Saint-Valentin and much of the work was related to that. In July a carpenter was hired and bricks, iron, and 14 pounds of nails were purchased. In all, 20 days of hauling were required. In October the house was shingled. The clearing and fencing continued into 1850. McGinnis's accounts recorded the lumber sold at Saint-Valentin, and the balance of lumber left there. It must have been more convenient, at times, for McGinnis to take delivery there, and to pay Lewis for sawing his logs than transport them any further.

In the period covered in the sawmill account, 136 individuals sold their labour or their timber to McGinnis. The trade therefore, involved a score of small farmers and labourers who received payment in cash or in credit, for as little as one or two logs brought to the mill, or for several days "labour at logs". On March 5, 1844, Alexis Davignon was paid cash, £0.11.10.5 for 3 tamarack logs equal to 2 3/8 toises, paid at a rate of 5 s. per toise (SMA, 33). Many entries were like this one. In some, the amount to be paid was transferred to another ledger. There were a few cases, for example, of seigneurial rents being credited instead of a cash payment. Nor were such transactions limited to the small farmer, as the case of Silas H. White shows. Between 1845 and 1850, he held the lease on Watson Mill which was £25 per year. He also owed seigneurial rents of £2.16 per year for Lot 32 in the 1st Concession (201). For the five year period, then, White owed a total of £135.4.0 to the seigneur of Sabrevois. Most of this was paid in April of 1845 with 500 pine logs valued at £125. Further deliveries of pine, lumber taken for the mill, and lumber taken for the church by Amelia Bowman Christie (Mrs. Christie) brought his credits up to £235. After paying the rent, McGinnis still owed him £100. In April 1845 White received £25 of this in cash. Small amounts of cash were subsequently paid out both to himself and to his wife and daughter. Amounts from £3 to £6 were paid in cash to Pierre Tremblay, Etienne Choineau, Louis Tremblay, and Etienne Tougas (probably his labourers). His accounts for wool carding, cloth dressing, a barrel of pork, and for 3 dozen mackerel were

paid. Five years after bringing in his logs, White received the cash balance of his account: £0.13.9.5 (SMA, p. 7, 65).

McGinnis's role was much more than that of a sawmill operator, therefore. He was acting as a banker as well. This role was complementary to his function as seigneurial agent, which meant that transactions which involved the seigneur, such as the payment of rent, could be executed directly in his ledgers rather than through an exchange of cash or notes. As agent, he was also in a position to be hiring more labour than as just a timber merchant. But his role as a banker came from the exchange function of the mill and timber trade, not from his position as agent. Local storekeepers must have acted in much the same way. The strength of the seigneurial system in this period, as during Gabriel Christie's however, was that the seigneur did combine entrepreneurial activities linked to the economic development of the seigneuries with the traditional powers and rights of the seigneur. The combination, managed effectively, gave the seigneur-entrepreneur an advantage in the economic exchanges of the seigneury, since he had some elements of non-economic control at his disposal.

Although the forest industries retained their importance in the economy of the seigneuries between 1835 and 1854, other manufactures complementary to agricultural production were also established (Table 81). Like the sawmills, these were small-scale water-powered manufactures based on local production or meeting local needs--grist mills, carding and fulling mills, tanneries and foundries. By the end of the period studied, the seigneuries would also have a woolen cloth and a glass factory

at Christieville.<sup>181</sup> Only one steam mill was authorized by the seigneur before 1854, and most mills employed only one or two hands. The seigneur's monopoly over mills and water-power, therefore, continued to be sufficient for him to control the establishment of manufactures. Although the seigneur was himself an entrepreneur, there was no attempt to centralize manufactures exclusively under his direct control. On the other hand, the larger establishments on good water sites had an advantage over the small mills of the past, and as we have seen, not every would-be manufacturer was able to stay afloat. The sale of mill sites increased the capital required to build a mill. As a result, although many small sawmills continued to operate, other types of manufactures were concentrated in the hands of a few larger entrepreneurs who disposed of more capital, chiefly: William McGinnis, Robert Jones, Henry Hoyle and Edward Selfidge Goodnow. The first three owned their mill sites with a full water privilege and faced no restrictions as to its use.<sup>182</sup>

The grist mill at Christieville, which was the starting point of McGinnis's enterprises, was built in 1833. In December of 1834, the McGinnis brothers received a loan for £700 from William Plenderleath (Christie)<sup>183</sup> which probably went to finance the mill. A large dike was built to harness the water-power of the rapids in the Richelieu for the grist mill. The site, therefore, was similar to that at Chambly and new works could be added without much difficulty. In 1839, a carding machine was added to the mill. It was installed for them by

S

TABLE 81  
Saw and Grist Mills in the Christie Seigneuries, 1851

	Water Saw	Power Grist	Return £	Capital £	Hands Employed	Bd Feet Prod
Christieville <sup>a</sup>	-	1	150	-	-	-
St-Athapase	2	-	-	-	-	260,000
St-Alexandre	2	-	250	400	9	-
St-George H.	1	-	500	-	5	200,000
St-Cyprien	1	1	-	-	-	-
St-Valentin	-	1	-	250	5	-
St-Bernard <sup>b</sup>	1	-	-	-	-	-
	2	1	400	1750	3	-
			112	750	5	-

SOURCE: Census of Canada, 1851, Table VII.

<sup>a</sup> There are also a woolen factory at Christieville with £750 invested, and employing 8 hands.

<sup>b</sup> There are also two tanneries and one foundry in Saint-Bernard.

Otis Warren for £100.<sup>184</sup> In 1842, the census listed William McGinnis's mill at Christieville as a grist mill with 3 [pairs] of milling stones, a fulling mill and a carding mill.<sup>185</sup> In 1851, the census showed the grist mill produced an average of £150 per year, but it was generally used only in the summer. The carding and fulling mill, although still the property of McGinnis, were listed under the name of the cloth manufacturer, Joseph H. Ripley, an American Episcopalian, aged 45. It consisted of a "moulin manufacturier de drap étoffe flanelle cardes teinturiers foulons marchand par eaux," and "un moulin a steam ayant la force de 44 chevaux non habité". The production

was of £2,000 (\$8000) annually, for the manufacture and dying of cloth. Eight persons were generally employed.<sup>186</sup> In 1857 the village of Christieville estimated, for the purposes of municipal taxes, that the mill lot was worth £1,000. McGinnis also owned a potashery, valued at £15.<sup>187</sup> A valuation of the mills made for insurance purposes in 1865,<sup>188</sup> put the value of the flour mill and machinery at £800, of the carding and fulling mill at £300. The two houses occupied by the millers were valued at £50 each. As well, McGinnis owned several valuable properties nearby, including his own dwelling. (See Appendix I, Table 102.) From the time of the mill lease in 1833, the McGinnis family was able to build up a very valuable industrial site on the banks of the Richelieu, enterprises which would survive and continue to grow well after the end of seigneurial tenure.<sup>189</sup> Once established, these manufactures funded their own expansion, but the long-term loan of £700 from W.P. Christie in 1834 and the gift of the mill-site in 1845 meant that the McGinnis brothers acquired a mill-seat and water privilege without having to purchase the capital value of that privilege. Nor did they have to raise the capital required to build their mill from a short-term commercial loan or from a mortgage to the seigneur, as did Hotchkiss and McCallum. This advantage through the economic distress of the late 1830s and early 1840s doubtless accounts for their success, which was therefore the result of William P. Christie's patronage, even before he became seigneur. But perhaps it was not the patronage so much as commanding an adequate sum of capital (or long-term credit)



which accounts for that success.

Robert Jones' first regional interests were in the township of Stanbridge, particularly Bedford, rather than in the Christie seigneuries.<sup>190</sup> Because of its location and the problem the townships faced in obtaining roads and improvements from the assembly in which they were poorly represented, however, Jones' interests were undeniably linked to those of the adjacent seigneuries. Thus, Jones built a bridge across the river between St. John's and Christieville in 1827 (see p. 481). He was also involved in the building of Kempt Road, and may have influenced Henry's decision to build the colonization road from River Barbotte to the rear of the seigneuries (Grande Ligne). Jones was also a director of the Champlain and St. Lawrence Railway. In 1832 he was granted a large village lot on Hazen Creek in Christieville.<sup>191</sup> He moved from Bedford to Christieville at some time after 1839.<sup>192</sup> When he acquired the mill sites on Pike River in 1836 (p. 570), it was probably more to maintain his position of preeminence in the region of Stanbridge, than to expand his interests to the seigneuries. His new grist mill was built in Stanbridge, and the agreement with the seigneur to build at Pike River was waived until 1846, and perhaps longer since the 1851 census refers only to the two sawmills. These generated 50 h.p. and employed 9 persons. The capital invested was £400, and the annual return or profit was £100.<sup>193</sup> We have only a few details about Jones' entrepreneurial activities, and can measure his success only in very general terms. He was elected as the representative of Missisquoi County from 1841 to 1844, and later became a member

of the Legislative Council. In 1842, his household consisted of his family, two male servants, and three female servants. He was titled a gentleman rather than given an occupation.<sup>194</sup> In 1851, he was called a 'bourgeois', and his household included four of his children, his wife, and two servants.<sup>195</sup> Some idea of his position in society and his success can be seen by the fact that along with the seigneur and the parish priest he was one of only eight people to own a stone house in the village of Christieville in 1851, a rare luxury outside of the major cities.<sup>196</sup> In 1854, he sold his house to the trustees of the Christieville "Académie" for the sum £1,250.<sup>197</sup> However the Cadastre abrégé of 1857 still shows him as owning two properties on Napier street in Christieville, evaluated at £2,750.<sup>198</sup> Robert Jones, therefore, had social and political prestige as well as being a successful entrepreneur. To some extent his early involvement in the Christie seigneuries might have been assisted by Edme Henry's patronage. Unfortunately, we have no information as to their relationship. But by the time he acquired the mill seats at Pike River, he was already a leading figure in the region. He and the seigneur entertained a cordial relationship based on their similar social status and mutual membership in the Church of England, but Jones was well enough established not to have to solicit favours. In fact, the need for a solid investor for the Pike River mill site led the seigneur to solicit his investment instead. W.P. Christie's decision to sell rather than lease mill-sites favoured, or even forced, the transfer of mill privileges from small entrepreneurs

with little capital to large property holder's like Jones.

Henry Hoyle was the brother of Robert Hoyle (p. 550), and like him, must have been born in England. He established himself as a large land-holder and farmer in the 5th concession of Lacolle. The other properties he acquired were let out to tenants. Already in 1831, his position was well established. At that time he held 560 A. of land, of which 300 were cultivated. His farm had produced only 50 bushels of wheat, but 200 of oats, 150 of corn, and 200 of potatoes. His livestock consisted of 100 head of cattle, 40 horses, 200 sheep and 15 hogs. He had 3 children under 14 at this time, and four servants worked for him.<sup>199</sup> This was only a beginning for Hoyle. We have already seen how he acquired a mill on the Lacolle River in 1842. At the same time he acquired several lots in the village of Lacolle, sold by the bankrupt Hotchkiss estate.<sup>200</sup> In 1845, he acquired the rights to the seigneurie of Lacolle, leasing them from W.P. Christie's heirs.<sup>201</sup> He seems to have used this position to expand his holdings even further, whether through concessions or purchases we are not certain (see p. 330). As his own holdings increased, so did the number of his tenants. He was also letting out sheep to farmers throughout southern Lacolle, Hemmingford, Noyan and Caldwell Manor.<sup>202</sup> In 1849, over the 45 head of livestock on his own farm, he owned 214 cows and sheep let out for increase or for the winter on 49 different farms. As well, past obligations meant that a further 120 animals were due him, mostly sheep.<sup>203</sup> Hoyle's interest in sheep was not just as a farmer, but also as a manufacturer since he owned (on Lot 20,

4th range, Township of Hinchinbrook) "a woolen factory, with machinery and water privileges" (Inv. HH). The close link between his farming activities and his manufacturing interests are evident. In effect, he was "putting out" the sheep required for his manufacturing interests, and advancing the capital (in sheep) to make the production of wool possible in the area. In as much as many of the inhabitants were indebted to him for the sheep, for land, or in his capacity of seigneur usufructier of Lacolle, they were likely to patronize his mill, or make payments in sheep or wool as long as no alternative market existed. The woolen mill, therefore, was integrated into the local economy through the combined use of mercantile and seigneurial power and influence. In this context his acquisition of the Hotchkiss mill at Lacolle, which included the right to build any types of mill, could be seen as an effort on his part to protect his monopoly on wool production in the area, since if it fell into the hands of someone else, a new manufacture could have been established. Since McGinnis owned the other manufacture at Christieville, it was probably in his interest as well that this sale should go to Hoyle. Hoyle's success in the 1840s must be seen as linked to the solid base he had already established by 1831. But like McGinnis, his position as seigneur complemented his manufacturing interests which provided a market for the produce of his tenants and his censitaires.

The trading firm of Goodnow & Mix was active in the Henryville area from the 1830s on. They extended their

interests to include the purchase of land and sawmilling. In 1846 E.S. Goodnow acquired the lease on Warner's Lower Mill in Henryville, and in 1854, he obtained permission to build a steam sawmill and grist mill (on lot 16, 3rd concession).<sup>204</sup> Unlike the entrepreneurs discussed above, Goodnow did not obtain full rights to the mills he operated, nor did he have the advantage of being seigneur or agent like Hoyle and McGinnis. Yet, by 1854 he had accumulated enough capital to invest in a steam mill. We do not have enough detail on his affairs to characterize his success, but his accumulation of land in the seigneurie of Sabrevois probably meant that he had a considerable amount of timber available to him to which his competitors did not have access. Had these lands not already been alienated in 1835, the seigneur could have reserved them for his own use, but since they were already granted, the seigneur's monopoly no longer applied. He may also have been able to purchase timber in the neighboring townships. What Goodnow and Mix did have in common with the other larger manufacturers, however, was that they were already well established by 1835, and that a number of the local producers were indebted to them as merchants.

Both of these factors appear to have been important in making the transition from the leased sawmills of the 1820s and 1830s to the more capital intensive manufactures of the 1840s and 1850s. In Sabrevois and Noyan, the smaller mills did not disappear, but their leasees such as McGillivray, White, and Meigs, who concentrated their attention on the timber trade and sawmilling, did not require much capital since they continued to lease their mill sites. In the other seigneuries, the seigneurs

did not retain the existing domains and mill privileges after 1845. Sold or donated to W.P. Christie's heirs, these sites had more extensive privileges and were acquired by entrepreneurs with substantial sums of capital (Table 81). During W.P. Christie's administration, therefore, one must distinguish between leased sawmill sites, and private water-privileges where any type mill or manufacture could be established, including grist mills. The number of such privileges was limited: Hazen Creek, Pike River, Lacolle Mill, Saint-Valentin, and Napierville. Two of these belonged to the McGinnis family, one to Robert Jones, one to Henry Hoyle, and on Napierville we have no data. The right to establish manufactures had been concentrated in those sites by the seigneur, but he no longer controlled any of these privileges. They had become the property of select group of entrepreneurs, who, unlike the sawmill leasees of the earlier period, were characterized by their English origin and their position of prestige in political and social structure. In that respect, W.P. Christie's administration reversed the trend of E. Henry's administration which had been more favourable to Americans and to the French-Canadian élite. Since W.P. Christie's considered the English superior as tenants and sought to establish them in his seigneuries (p. 597), this reversal was probably not coincidental. Christie was willing to accept payments by installments for his mill sites so that even financial standing was probably not as important as the sterling quality of being a respectable Englishman. But for the larger manufacturers in the

Christie seigneuries after 1835, the two went hand in hand.

## 7. New Lands, Domain Farms and Gifts

When W.P. Christie began his administration, there were still several domain properties remaining in the seigneuries (Map 29). Originally mill seats, village reserves and seigneurial farms combined, these were separated in to their component parts by W.P. Christie. The development of the villages has been outlined in Chapter 3, and of the mill seats in the preceding section. Of the land remaining, Christie gave some away in the form of church lots and glèbes; what remained were the domain farms. These were left to his wife Amelia. W.P. Christie also disposed of a large area of land in the centre of Delery which had been reclaimed through a major drainage project. This reclaimed land was not added to the censive, but remained his personal property and was also bequeathed to his wife. In the sections which follow, this drainage project and the provisions made for his various other properties will be examined briefly.

### i) New Lands: Lakefield

One of the major agricultural problems in the Christie seigneuries was that of drainage. The area of agricultural land was much reduced by large marshes and swamps which covered much of Noyan, Delery, and Lacolle. The problem was even greater after the building of Chambly Canal which raised the level of the water, and caused even greater areas to be flooded. This problem was mentioned by McGinnis in his early notes on the

seigneuries (p. 565). At that time, McGinnis also remarked that this land was so useless that rents had to be reduced. As we noted in our discussion of surveys, W.P. Christie allowed the censitaires in these areas to have their lands surveyed, so that rents would be paid only for the area which had some value (p. 302-6). The government's decision not to compensate the seigneur for these flooded area by adding to the land in the rear of the seigneury meant that the loss fell totally on the seigneur (p. 303). The area of flooded lands was considerable especially in Noyan and Delery. In conjunction with McGinnis, Christie decided to experiment in a major drainage project at the Little Lake in Delery. The extent of this Lake and the swamp around it had first been mapped by Watson in his survey of Delery. (See Chapter 4 and Appendix III, Note 6.) From that time on, a triangular gore in the center of the seigneury had simply remained empty, although one large grant had been made to Etienne Labrecque. In 1837, Christie started by having the area re-explored to determine the practicability of his scheme. Then, under the direction of McGinnis, labourers were employed to cut a channel between River Bleurie and the Little Lake. The cut was two miles long, eight feet in width and 4 feet deep.<sup>205</sup> The depth had to be increased in some places, but in the end these efforts were repaid by the successful reclamation of 7,000 to 8,000 Arpents of land. Of this area, about 5,000 Arpents had already been granted and remained as part of the censive. If this land had not been paying rents but did so thereafter, less than £100 annually would be added to the seigneur's revenue.



This was not a very substantial compensation for his efforts. But there also remained the 3,000 Arpents of land which had never been granted. It was through these new lands that the seigneur hoped to profit from his land reclamation scheme. He called this new domain "Lakefield".

The surest way to capitalize on his investment was through the sale of this land. Under seigneurial tenure, however, this was not possible since they were still ungranted lands even though improved. Christie therefore tried to have Lakefield converted into free and common soccage. His appeal to the government emphasized his past military services, his intention to plant "a loyal British Colony" in this area, and the great expense which he had incurred. In 1840 he petitioned as follows:

You are aware, Sir, of an Act of the Provincial Legislature being in force, which allows Seigniors to convert Lands under Feudal Tenure into Free & Common Soccage; by payment of the Quint to the Crown; a privilege, which is inapplicable to settled Seigniories, but useful when the Land is not conceded. I therefore solicit His Excellency's authority to avail myself of the existing Law, so that Lakefield may be held on Free & Common Soccage Tenure, the drainage of which Tract has been wholly effected at my own cost, without any Legislative Aid; and I hesitate not to add, that it is the greatest Agricultural Improvement, which has been made in this Province, since it fell under British Rule.

Considering that my object in changing the tenure of this portion of my Seigniorie is, the introduction of a sound body of British Emigrants, and skillful Farmers; considering also, that for my services as a Military Officer in this, & other Countries, I have never received a Grant of Land, as it is customary on retirement; and that during the late Revolt I tendered my gratuitous assistance and filled the arduous situation of Provincial Military Secretary for this Province, & part of the Upper, and that I declined to accept any remuneration, when it was offered to me by

the then Commander of the Forces; considering likewise, that I have already incurred in this important work no inconsiderable expenses, and that a further outlay is requisite to its completion, I do confidently hope His Excellency will kindly allow the Change of Tenure to be effected on the easiest possible terms, so as to compensate in some degree for my laborious undertaking; and at the same time to encourage other Landed Proprietors to make similar attempts for the amelioration of the Country.<sup>206</sup>

Although his claim upon the government may have been legitimate, the manner of compensation did not meet with approval. The Attorney-General replied that a partial commutation was not possible.<sup>207</sup> The law provided for the commutation of whole seigneuries only. With this option closed, Christie chose to make Lakefield part of his domain rather than the censive.

The entire parcel was at first bequeathed to Amelia B. Christie with the specific charge that she set up a Waldesian settlement, and if that was not possible, that she form "a Settlement of Loyal and Respectable Members of the Church of England." This particular legacy was not intended to be for her personal use and profit, therefore, but for the missionary and patriotic goals which William P. Christie had always cherished. But as with his other domain properties, Christie decided not to risk contestation of his will, and in 1843 Lakefield was granted to Octavia Bowman,<sup>208</sup> to be returned to Amelia Christie later. Hiram Corey's map of Delery copied from other plans in 1843 showed part of Lakefield divided into lots, and marked "Mrs. Christie".<sup>209</sup> In 1857, she still held 2,000 Arpents of this land, paying only 6 d. in cens and no rentes for the entire area (Table 39). Through the same type of 'illegal' practices that E. Henry was accused of regarding

timber lands, W.P. Christie got around the tenure's provision that ungranted lands could not be sold. When the seigneur had invested no money and the land was of little value, this regulation was not difficult to abide by. With very little effort it could be surveyed and granted, and within a few years of settlement revenue could be expected in the form of rents. But the small amount received in rents was not an adequate return on investment when that investment was substantial as was the case here. Under such circumstances, seigneurial tenure was no longer an advantage and its provisions were circumvented if possible.

#### ii) Domain Farms

During W.P. Christie's administration, three farms were detached from the general domain: Springfield in Bleury, the farm at Lacolle Mill, and the farm at Napierville. What remained of the farm at Napierville after removing the church glebe remained with the mill seat. The farm at Lacolle Mill was leased out before being taken over by William Bowman (p. 577). On the old domain in Bleury on the outskirts of Christieville (presently within it), William P. Christie had built a seigneurial manor which he called Springfield (Map 8). This manor (which still stands and is popularly referred to as "Hazen Manor") was his principle residence. Springfield and the domain farms nearby were bequeathed to Amelia Christie according to the terms of their marriage contract. In the early 1840s the farm was held by a tenant on shares named Gibson. Unsurveyed,

the tract was believed to be about 150 Arpents in area. In 1842, the land was conceded to Octavia Bowman who resold it to Amelia Bowman Christie the next day for £230.<sup>210</sup> At that time the domain farms were surveyed and identified for the first time. It consisted of three separate parcels. Springfield, on which the house was located, can best be described by reference to Map 8 where it corresponds to Lot 1. It contained 9 Arpents. The southern domain farm was located to the south of Christieville and extended to the first lot in the 1st Concession North of River Barbotte (102), Lot 11. The northern farm extended from Christieville north to the concession known as Mille Roches and consisted of 160 Arpents. The Cadastre abrégé shows no changes in the area of the two farms from 1842, but it also shows a central domain (of 30 A.) held by A.B. Christie other than her many lots in Christieville. These, she had granted to her brother in 1849,<sup>211</sup> but they appear in her name in the Cadastre. Because of the way these domains were first granted, then sold to A.B. Christie, they do not appear in the Cadastre as seigneurial reserves but as part of the censive and paying rents. After 1845 in Bleury, this meant that the seigneur owed herself rents on censive properties acquired before she inherited the seigneurie. Although this is a contradiction, the Cadastre treated these properties like all other censives parcels. The seigneurial reserves shown as such for the seigneurie of Bleury in 1857, therefore, totalled only 9 Arpents (Table 39).

### iii) Church Endowments and Schools

Trinity Church at Christieville was one of William P. Christie's many contributions to the promotion of protestantism in the province. The chapel was built by Christie on land taken from the domain (Map 8) and was granted to the Bishop of Montreal.<sup>212</sup> The clergyman's salary was endowed with 900 Acres of land in Ascot township. The bishop was also to provide £50 a year according to an agreement relating to the other Trinity chapel built by Christie in Montreal.<sup>213</sup>

The vacant space near the church, lying between the church-ground and Hazen Creek was also set aside as a special reserve in William P. Christie's will: "It is my will that the said vacant space shall be always kept as an Ornamental Ground under the direction of the clergyman of said Church, but not to be considered as church property. The road from Manor Street shall always be kept open to the Church, and no buildings shall ever be erected on any part of the said vacant space, or area."<sup>214</sup> The property was actually granted to the Bishop before his death.

From the reserved land at Napierville, an area of 100 Arpents was granted to the Church of England as a glebe and Church lot in 1843.<sup>215</sup> This land was located to the northwest of Burtonville Street and to the east of Water Street on what was later called the "Pointe à Trotier".<sup>216</sup> It paid an honorary 3 d. of cens but otherwise was held "in full and entire possession as of right", but in trust and only if it was used by the Church of England for the purposes intended--particularly for divine worship in a consecrated church or chapel.

The school and church ground in Henryville were also special gifts by William P. Christie and excluded from the general bequest of his seignury. Although an exchange of properties was required to grant Reverend Townsend the lot he wanted, Lot 29 in Henryville was obtained<sup>217</sup> and conceded to the Church. This lot was donated subject to the seigneurial dues to which it was already subject by its deed of concession, but the seigneur would not collect seigneurial dues as long as the lot was used by the Church of England in a building consecrated as a Church.<sup>218</sup>

It was usual for a seigneur to grant land for churches in the seigneuries under favourable terms, but under W.P. Christie, this practice was taken beyond the usual. Also, Christie was endowing the Church of England in an area where that denomination represented only a small proportion of the population. He was therefore serving his private interests and not acting as a public agent. In his land donations for schools, the reverse would be true. His grants to the Church of England further reduced the size of the seigneurial reserves, but like Lakefield, these did not add to the area of the censive proper since they paid only the honorary cens and no rentes.

## Conclusion

The seigneurial reserves in the Christie seigneuries have been examined over a period of 90 years. During this time, they were administered both directly by the seigneur and his agent, and indirectly by others who acquired the seigneur's rights to these reserves. The most important mill-site in the Richelieu Valley, Chambly Mill, was itself first leased from the seigneur of Chambly. In the 90-year period, the Upper Richelieu Valley developed from a forest wilderness to a settled agricultural region with numerous small manufactures on water-powered sites. In 1854, the seigneurial system was commuted, and the seigneurs compensated for their rights to the lods et ventes, and to the grist mill banalité. It is usually argued that the rise of industrial capital necessitated this commutation, and the seigneurial system is seen as an impediment to industrial development. The study of the growth of industries in the Christie seigneuries, however, does not substantiate this argument. Mills and mill-sites were the property of the seigneur because this property right was not granted to the censitaires of the seigneuries. Held in full property, these reserves were not subject to the lods et ventes, often cited as the impediment to development. The reserves had to be exploited to be of value. Thus, it was in the interest of the seigneur to build mills and to promote industry. If he chose not to build mills himself, he could profit from his right to do so only by leasing or selling this right to others. In the early period of development, the seigneur, with both an interest in building mills and the

capital to do so, protected his seigneurial monopoly with legal action if necessary. When the seigneur's milling rights were decentralized, the entrepreneur had to be allowed to buy oak and pine, which the seigneur had also reserved, if the mills were to be profitable. This reserve was dropped from new concessions and no longer enforced elsewhere. The entrepreneurs were allowed to invest in sawmilling on the basis of nine-year developmental leases. These could be profitable because the investment required was not too great. The decentralization of seigneurial rights in the sawmilling industries forced these to become competitive, even while paying the seigneur a share of the profits for the lease of the mill site. The grist mill and general water privileges remained more restricted, however, and continued to benefit from the seigneurial monopoly. With the constraints of an entailed estate gone after 1835, the last seigneur was able to sell or bequeath the seigneurial domains and reserves as well as lease them. The alienation in full property of some of the better mill sites made way for greater capital investment, not only in grist mills, but in other manufactures such as woolen mills. By the late 1840s the mill-sites of the seigneuries were developed, and the protection of the legal structure of seigneurial tenure was no longer as necessary; since location and capital were the principle competitive advantages. Furthermore, the profits to be made in the sale of grain, timber and lumber were largely speculative and came from their marketing and transportation rather than from their production. It was at the level of accumulation of the raw produce and its early processing that the seigneur, with



his non-economic monopoly, had an advantage over the merchant. If he could combine both roles, his position was even more favorable, but the same was true of the merchants and entrepreneurs who were able to acquire a share of the seigneur's rights and reserves. In the Christie seigneuries the lines between seigneur, merchant and industrial entrepreneur were blurred; individuals often combined these roles.

The seigneurial mill monopoly, carefully established by Gabriel Christie, was enforced until 1854. Since the seigneur's reserves were his personal property, however, they could be sold, leased or given away at will and did not have to remain in the seigneur's hands for these to apply. (It was probably the entail in G. Christie's will which prevented sales before 1835.) Although one can see that if the seigneur were to use his property rights to prevent development, and refused to alienate his rights even if he did not have the capital to develop them himself, this might give rise to opposition to seigneurial tenure, this was certainly not the case here. We are led to conclude therefore, that it was not seigneurial tenure which was at the root of any conflict which may have existed between the merchants, the entrepreneurs and the landed seigneurs. This conflict, if such there was, would have been a social conflict, perhaps less visible because attention has been focused on divisions along ethnic lines. The case of the Christie seigneuries shows that seigneurial tenure could successfully be integrated with capitalist interests as long as the seigneur and the capitalist were the same, or not at odds. In this

integration, the nature of seigneurial property and its legal structure was not irrelevant, but an extremely useful tool through which economic dominance could be achieved. But in the process, the legitimacy of the seigneur's position in the social structure was undermined, since his relationship with the producers was no longer the same once the creditor-debtor or the employer-employee relationship took precedence over that of seigneur-censitaire. As a result, the commutation of the tenure did not substantially alter the economic or social position of the Christie seigneurs (and their many representatives) in the Upper Richelieu Valley.

NOTES TO CHAPTER FIVE

1 "Opinions of three Eminent Lawyers of Paris, prepared at the Request of the Canadian Authorities, as to the Legality of certain Clauses and Conditions commonly inserted in Titles to Seigniorial Lands, February 14, 1767," No. 64, in W.B. Munro, Documents Relating to the Seigniorial Tenure in Canada, 1598-1854, (Toronto: Champlain Society, 1908), pp. 218-226.

2 PAC, MG 8 F14, II, Chambly Account Book, hereafter, Chambly Account.

3 PAC, MG 8 F99.9, 9, 12410, Protest to WM, June 20, 1859, at the request of James McGillivray and others, (J. H. Aubertin, No. 2936).

4 AUM, Baby Coll, GC to Magan, Mtl, Mar. 21, 1772.

5 Lambert, Travels, p. 513.

6 Lionel Fortin, Mott, pp. 13-14. The bridge was constructed on wooden cages. In 1828, Jones hires Jacob Robert to make 21 new ones, like those already there. (ANQ-M, Gamelin, May 3, 1828.)

7 Herbert Derick, "Shipping Activities of the Vaughan and Naylor Families," in Segments of Missisquoi and MHSR (1981-82).

8 PAC, MG24 B141, pt. 1.

9 ANQ-M, Panet, no. 4301, Bail à Ferme, Oct. 10, 1774.

10 ANQ-Q, AP G 52, 500, WPC to WM, May 17, 1844.

11 Ibid, 505, WPC to WM, Sandgate, Kent, Aug. 16, 1844.

12 Robert G. Albion, Forests and Sea Power. The Timber Problem of the Royal Navy, 1652-1862 (Cambridge: Harvard University Press, 1926. Harvard Economic Studies, vol. 29); and Gerald S. Graham, Sea Power and British North America, 1783-1820. A Study in British Colonial Policy, (Vol. 47, Harvard Historical Studies, Cambridge: Harvard University Press, 1941).

13 The Hon. James Cuthbert suffered from unauthorized cutting by the army. Maple trees leased out as sugar farms were cut by the troops. Timber from his estate was cut for a bridge, without permission; the bridge itself hampered navigation. In a letter complaining of these actions to Lord Germain, Cuthbert expressed his belief that these were the result of Haldimand's annoyance over his behavior in the council. GB, Hist. MSS. Commission, Stop-Sack, 2, p. 271, Cuthbert to Germain, 15 June 1780.

14 Inventory, GC.

15 PAC, MG 8 F99.9, 14, 14865, "List of Pine & Oak Planks & Loggs." This document refers to the materials left by the Royal Engineer at River Lacolle. Simon Medcalfe reported to the C.O. of the Engineers that "As it appears a regular acct. has been rendered Col. Christie of the timber taken from his estate, and that all your work people were paid by the foot, and that such a price as plainly indicated no purchase but merely a reward for manual service, I flatter myself we shall have little difficulty in the settlement." BL, Add. MSS. 21735, pt. 2, PAC, MG 21, B.75, pt. 2, 30, Medcalfe to Rudyerd, Prattsburg (sic), 18 Jan. 1784.

16 GB, Hist. MSS, Commission, Dartmouth, 2, p. 121, Memorial, n.d. [?1772], GC to Dartmouth. See also Chap. 2, note 105.

17 Province of Lower Canada, Court of Appeals. "In a cause Between Napier Christie Burton, Appellant, and Alexander Phelps, Respondent. The Respondent's Case. Quebec, Nov. 1816." BNQ, RES, AC 23, No. 23, hereafter NCB vs Phelps.

18 PAC, RG8/I, Chambly, Nov. 22, 1814, vol. 87, 148-151.

19 Ibid.

20 Ibid, p. 133, Legal Opinion, D. Ogden, Montreal, Aug. 17, 1816.

21 Ibid, p. 152, Quebec, 25 Feb. 1815.

22 AUM, Baby Coll., GC to Magnan, Mtl, Mar. 23, 1771; July 7, 1772.

23 Ibid, Montreal, Mar. 27, 1774.

24 Ibid.

25 Ibid, Montreal, Nov. 21, 1771.

26 Christie's suggestion to Magnan was as follows:

Je pense que vous devriez demander aux personnes qui ont été au moulins de Terre bonne de payer la mouture & l'amende que vous sont due, et cela en mon nom. S'ils refusent on les fera sommer à la première cour qui sera le 31 du courant.

(Ibid, July 7, 1772.) He adds however, that his intention was to make a few examples only, who should be summoned.

27 ANQ-M, Grisé, no. 1765, Protest, Jan. 26, 1796. Since this document was not signed, the mill must have been stopped before without formal proceedings. The contravention was by François Lemaître Duaine at "Isle St. Jean dans le rapide Chambly".

28 JLAC, 1843, Seigneurial Tenure.

29 AUM, Baby Collection, B1, DS, Box 25, 26.

30 Anthony F. C. Wallace, Rockdale. The growth of an American village in the early Industrial Revolution, (New York: W. W. Norton & Company, 1980), pp. 125-129, gives a good technical description of water mills. A visit to a working mill such as the one at Saint-Roch des Aulnaies, Québec, however, is invaluable.

31 Gauldie, Scottish Country Miller, refers to the problem of crowding and reduced streams because of drainage. Improving landlords were draining lands and this had an effect on the water supply with the result that many mills suffered. The millers had the right to a toll much like the banalité but he was not also the landowner as in France and Quebec. Around this time the landlords new leases appear with the clause: "Power is reserved to the proprietor to change the course of water runs, to construct flow dykes on river sides and, to make such leading drains as shall be judged proper" (p. 104), which we note is very similar to that used in the Christie deeds of concession at this time.

32 Inventory, GC.

33 Chambly Account.

34 PAC, MG 8 F99.9, 4, 7605-7787, Sawmill Account, 1844-1851, hereafter Sawmill Account.

35 Henry N. Muller, 3rd, "The Commercial History of the Lake Champlain-Richelieu River Route, 1760-1815." (PhD. Thesis, University of Rochester (New York), 1969); MacKintosh, "Canada and Vermont."

36 Quebec Gazette, Oct. 6, 1768, Quebec, May 5, 1768, "Notice" signed Geo. Aillsopp,

37 DCB, III, 542.

38 Ibid

39 A. S. Everest, Moses Hazen, p. 18.

40 Kent-Delord Collection, doc 66.73, 8/1/2, Christie to Hazen, n.d. [1767]. A reference to the keeping of accounts in four equal shares by HAGAN, indicates that this letter must be in reference to this joint venture. Christie wanted Hazen to "give them advice while we are together and let us get out of it . . . ."

41 PAC, MG 8 F99.9, 1, 9844-9850, Agreement, Gabriel Christie and M. Hazen, Montreal, Mar. 26, 1766.

42 PAC, MG 8 F99.9, 16, Agreement, Jul. 20, 1763, Dame de Beaujeu and GC.

43 "Gilliland Journal," p. 134.

44 Christie to Hazen, n.d. [1767], Kent-Delord Collection, doc 66.73, 8/1/2.

45 Lease, Upper Mill Lacolle, David Alves to Benjamin Davis and Thomas Lancey, Nov. 18, 1766, PAC, MG 8 F99.9, 14, 14852. In this respect, their situation is similar to the spinners in early American mills. See Wallace, Rockdale, 125-129.

46 PAC, MG 8 F99.9, 14, 14852.

47 "Gilliland Journal", p. 134.

48 PAC, MG 8 F99.9, 14, 14858, Lease Upper Mills, River Lacolle, Mar. 24, 1772, GC to Joseph Lafontaine and Benjamin Labonté. The deed was witnessed by James Bell and L. Genevay.

49 AUM, Baby Coll., GC to Magnan, Mtl, Jan. 7, 1772.

50 DCB, V, 63-64, S. v. "Bell, James" by Jacques Castonguay. Bell was involved in supplying the troops from the American side during the war. Like so many others, he was not repaid. According to the author, he moves to Chazy briefly and in 1800 to Quebec, returning to Chambly before his death in July of 1814. Some difficulties arose between him and Christie after the American War, probably over debts owed Christie, which he takes to court. The costs due the Sheriff and the writ are £2.4.2. (PAC, MG 19 A2, s. 3, vol. 143.) Bell however continues to work for him for some time after this, perhaps as late as 1794, which is when Yule is hired at Chambly, and he is, according to MCB's correspondence, Bell's successor there. MCB also claims that Bell eventually lost his position because of excessive drinking, but that Gabriel Christie continued to provide his family with a house, and allowance. PAC, MG 8 F99.1, 2, 2260, MCB to WM, Dec. 8, n.y. See also Chap. 1, p. 52.

51 PAC, MG 8 F99.9, 14, 14861-3, Lease, Upper Mills, Lacolle, Gabriel Christie to Samuel Jacobs, June 26, 1774.

52 AUM, B1/379, Abstract of Title, Chambly.

53 ANQ-M, Grisé, no. 2330, Agreement, Niverville and J. Glenny, Jul. 17, 1782.

54 DCB, V, 348. Most of his career was spent in New Brunswick. While working at Carleton Island, he complained of the workers inability to do good work. Two of his papers to the Royal Society in Mathematics won him entry into the society. His talents as an engineer then, represented the best available anywhere.

55 ANQ-M, Foucher, Transport, Jacques Glenny to GC, Oct. 2, 1784.

56 ANQ-M, Joseph Papineau, no. 2555, Sale, Sieur Niverville to GC, Nov 23, 1796.

57 The description given here is based primarily on Christie's Inventory (Joseph Papineau, Feb. 11, 1799) and upon the Chambly Account (PAC, MG 8 F14, II) and applies primarily to the period from 1799 to 1803, but would apply generally for the period between 1784 and 1812.

58 See Gauldie, Scottish Country Miller and John Reynolds, Windmills & Watermills (London: Hugh Evelyn, 1974). The technique for weaving wire to make sieves for sifting grain was developed by John Sellers (1728-1804) of Pennsylvania. (Wallace, Rockdale, p. 220-1.) GC and Magnan discussed the use of such cloth for the mill at Lachenaie in the 1770s. Mr. Bell to whom he was to speak concerning "les mouvements de votre bluteau" was gone from the city for St. John's. Christie would write by the first occasion and ask that he visit Magnan to see what can be done (on the problem referred to in Magnan's letter). Meanwhile--he sends 4 samples: "quatre échantillon de Toile de fil de Laiton pour le Bluteaud, qui sont toutes les qualités que J'ai pu trouver à present." (AUM, Baby Coll., GC to Magnan, Montreal, Mar 21, 1774.)

59 Gauldie, Scottish Country Miller, p. 168. Fires were constant problem. Some took out insurance, but chances were even this would not cover costs of rebuilding, so that many mills which burnt were simply abandoned. Since one of the developments of the late 18th c. was the development of the kiln at mills to replace drying on the farms, this problem becomes even greater (p. 163).

60 Since it is not described in the inventory, if there was one, it must not have belonged to GC. The equipment within it however, was listed as his property.

61 The new mill was probably started in 1796 when he became Seigneur, and therefore no longer restricted to the terms agreed upon with and purchased from Glenny, which was for one mill.

62 Gauldie, Scottish Country Millers, p. 97, 157.  
Evans's Young Millwright and Miller's Guide went into 13 editions! The elevator was introduced into Liverpool in 1791 and installed in a number of mills. It helped increase the need for millwrights, as opposed to the miller who did his own repairs.

63 AUM, Baby Coll., Box 195, Robertson to Berczy, "Chambly Castle", Feb. 14, 1799.

64 PAC, MG 8 F99.9, 14, 14964-66, Agreement, GC and Philip Williams, mason, Apr. 16, 1788, before Peter Lukin and James Bell.

65 Gauldie, Scottish Country Miller, p. 96.

66 Yule recorded sales valued at £717 and totalling 1580 bushels of wheat in 1801. The rise and fall of wheat prices from 6 s./bu. in January to 10 s./bu. in July, then back down to 5 s./bu. demonstrates the fluctuations in the wheat market and the speculative nature of this trade. The storekeeper's account book, however, was not the regular place for recording such purchases, and we have no idea of relevance of these purchases to the operation of the mill. Hall's account, beginning in February 1801, indicates that wheat was received from Lacolle on a fairly regular basis, and that he frequently exchanged corn for barley, selling the barley to the mill. Chambly Account, passim.

67 The barrels held 1.75 quintals of flour and the quintal was 112 lbs. The weight is not specified as French or English, but must have been English since exports were to Britain.

68 PAC, MG 8 F99.9, 14, 14968-9, Agreement, Nov. 11, 1801, Lacolle, E. Henry for NCB and Ehiphetel Gaylord. (Signed before S.Z. Watson and S. Potts, witnesses.)

69 Jean-Claude Robert, Jean-Paul Bernard, and Paul-André Linteau, "La structure professionnelle de Montréal en 1825." RHAf 30 3 (Dec. 1976), p. 392.

70 Bouchette, Topographical Dictionary, 1815, p. 176.

71 F. Artifice, a carter, sold the mill a new cart "for General Burton's use" for £1. Chambly Account, May 2, 1801.

72 PAC, MG 8 F99.9, 14, 14964-66, Agreement, GC and Philip Williams, Mason, Apr. 16, 1788, Montreal, before Peter Lukin and James Bell, witnesses.



73 AUM, Baby Coll., GC to Magnan, Montreal, June 28, and July 7, 1772. In June (28th), GC writes to Magnan that he has found two good masons to build the addition to his house. When Magnan is ready, GC will bring them up and give them the necessary orders, since they are Englishmen. Prior to their coming up however, he suggests that Magnan gets all the required material brought to the site. He recommends 30 "quarts" of lime (chaux) and 40 loads of sand. He even suggests where he might find sand closer than a location known to have it. It would also require 6 beams (soliveaux) of 20 feet by about 12 inches square, 4 for the supports (poutre) of the room and 2 for the floor. He adds a P.S. to his letter, suggesting that Magnan might also find it profitable to hire a carpenter to prepare the cross-beams (croisées) for the door and for the six windows, and for the two windows upstairs in the servants' room, since they have to be placed in the wall (muraille) as the masons work. If all of this is done, then the masons would be able to:

avancer bon train sans interruption vu qu'il  
ne leur faudra que deux manoeuvre pour les servir,  
& la femme de la Liberté pour faire bouillir leur  
marmitte & pourront coucher là...

Magnan must have disagreed with the quantities of lime suggested since in July (7th) GC writes back saying that was his experience but that perhaps this was no longer so, but that the real intent of his letter was primarily to suggest that everything be done in advance, so that the masons need not have to wait, "afin que les frais fussent aussi raisonnable & aussi bas possible..." The rate at which the masons will be paid is not mentioned, but clearly these were artisans who were difficult to find, and whose labour was more expensive than that of other labourers, so that it paid to bring other, less expensive labour to help them as much as possible. Thus we can see how the wage differential contributes the creation of an early division of labour in house construction.

74 PAC, MG 8 F99.9; 14, 14964-66, Agreement, GC and Philip Williams, Mason, Apr. 16, 1788, Montreal, before Peter Lukin and James Bell, witnesses.

75 See note 73, above.

76 C. P. Lucas, The Canadian War of 1812 (Oxford: Clarendon Press, 1906), p. 159.

77 PAC, RG8/I, v 87, 142-5 on mf C-2646.

78 *Ibid*, vol. 388, p. 144 on mf C-2936.

79 DCB, V, 412, s.v. "Hatt, Richard." Richard and Samuel Hatt, his brother, in partnership, developed a complex of industries known as Dundas Mills between 1800 and 1816, when Samuel moved to Chambly. That complex included a four-mill, distillery, potashery, general store, two saw-mills, a coopers, a blacksmith shop, several farms and numerous other buildings. It was, in other words, very similar to that at Chambly.

80 ANQ-M, Thomas Barron, Acte de Depot, Nov. 10, 1818.

81 The concession to Hoyle of Lot 12, 2nd North (513), has appended to it a reserve of all the poles (perches) already cut by a Normandin. Hoyle is to notify him to stop. PAC, MG 8 F99.9, 14, 16064.

82 Deed of Concession, Gamelin, Dec. 1, 1828, EH to Barbeau.

83 Lease, Aug. 9, 1822, Gamelin, ANQ-M. The mill leased by Hotchkiss to Randall had to be his or he would not have had the right to negotiate such a lease.

84 ANQ-M, Moreau, Lease, Dec. 1, 1834; Gamelin, Lease, Mar. 21, 1846.

85 ANQ-M, Gamelin, Joseph Odell Inventory, April 17, 1824, hereafter, Odell Inventory. Since the concession is by L. Barbeau (June 19, 1816), the terms cannot be verified. (His archive was destroyed by fire.)

86 RG8/I, vol. 92, pp. 34, 47, 51, (mf. C-2647).

87 Odell Inventory.

88 Ibid.

89 Ibid.

90 ANQ-M, Gamelin, Protest, June 8, 1837.

91 He was the brother of Henry Hoyle who became seigneur usufructier of Lacolle in 1845. ANQ-M, Gamelin, Will of Henry Hoyle, Feb. 3, 1837. Information about his background can be found in his Petition, Jan. 25, 1842, MG24 B141, PAC.

92 PAC, MG 24 B141, pt 1, Robert Hoyle, Correspondence.

93 PAC, MSS. Census, 1851, mf. C-1121.

94 ANQ-M, P.P. Demaray, no. 1065, Agreement, Oct. 1, 1827.

95 ANQ-M, P.P. Demaray, no. 1064, Agreement, Oct. 1, 1827.

96 ANQ-M, Demaray, Concession, May 3, 1836. The grant is taken out by the father for the son, Jacques Lebel, but the lot has been surveyed since 1816, by Joseph Whitman. Hoyle's concession is not until 1837. Both, therefore, were cutting timber off lots which had not yet been granted. Neither deed records arrears in rent as frequently is the case under such circumstances.

97 ANQ-M, Demaray, no. 1062, Agreement, Oct. 1, 1827.

98 We have found no other record of Hoyle's store. It may have been in Lacolle village, or perhaps even in Champlain, New York, where the Nyes, his wife's brothers, were established.

99 PAC, MG24 B141, pt. 1, Robert Hoyle to Eliza (Nyè Hoyle), Quebec, Nov. 28, 1832.

100 Odell Inventory. An obligation by Randall in 1816 was transferred to Odell.

101 ANQ-M, Gamelin, Concession, March 20, 1822.

102 ANQ-M, Gamelin, Lease, Aug. 9, 1822. The mill yard seems to be located on lot 18, but since it is described as West of the road (and East of the River), it cannot be the same as Odell's.

103 ANQ-M, Gamelin, Concession, Mar. 13, 1823; PAC, MG 8 F99.9, 14, 15934-7, 15977-80, (Barbeau), Nov. 8, 1823.

104 The latter is quite likely, since almost all of these lands are in the hands of Freeman & Bartlett Nye by 1857.

105 This is further supported by the fact that one of the lots received by Randall (Lot 39) had previously been granted to Basile Giroux (April 4, 1822), but is somehow available for regranteeing only a year later... (Giroux, had also received 7 lots in Delery in 1819. See p. 345.)

106 ANQ-M, Demaray, No. 1621, Dec. 17, 1829.

107 ANQ-M, Demaray, Dec 31, 1829, no. 1640, P. McKeemond Jr. and Wlm Parker. The document is damaged slightly and the unit is not very legible.

108 PAC, MG 8 F99.9, 25, 20702-8, (Barbeau), Lease, Apr. 21, 1829; ANQ-M, Demaray, Transfer, Oct. 14, 1835.

109 His lease, dated Feb. 6, 1828 before J.-E. Faribault, is referred to in the subsequent lease of Dec. 1, 1834, before L.A. Moreau (ANQ-M).

110 ANQ-M, Gamelin, Lease, Feb. 2, 1830. At the time he was staying at Widow Dixon's inn in Henryville, his elected domicile.

111 PAC, MG 8 F99.9, 4, 10937, Discharge, Jan. 23, 1836, (P.P. Demaray). All his rights on a sawmill and buildings are transferred back to the seigneur, and all dues are cancelled from Jan. 2, 1835.

112 Cadastre abrégé.

113 PAC, MG 8 F99.9; 2, 8839-44, Sale, Jacob Teachoutt to Bronson Meigs and Horace Wheeler, Feb. 2, 1837, (J.-B. Lukin).

114 PAC, MG 8 F99.9, 2, 8870-3, Sale, Jarves Wilson to Bronson Meigs & Nelson Mott & Curtis Pattee (Mott & Pattee), Jan. 15, 1840, (N.B. Doucet).

115 ANQ-M, Moreau. Lease, Sept. 4, 1834. He is also involved in a dam suit with respect to this site but the only document we have on this is a receipt for expenses incurred in Montreal with the names of witnesses called. They were paid in Laprairie in 1836, by Henry we would assume. PAC, MG 8 F99.9, 21, 18260.

116 PAC, MG 8 F99.9, 1, 9817-23. Lease, Jan. 5, 1833 (Barbeau).

117 ANQ-M, Moreau, Lease, Jan. 27, 1832.

118 PAC, MG 8 F99.9, 14, 14866-8, Lease, June 21, 1824, (Barbeau).

119 PAC, MG 8 F99.9, 14, Inventory, Henry Hoyle, Dec. 28, 1849 (Gamelin), hereafter Inventory Henry Hoyle.

120 ANQ-M, Demaray, no. 925, Concession, Mar. 23, 1827, EH to J.-O. Giroux.

121 PAC, MG 8 F99.2, 1, 108, Receipt, June 6, 1835 (J.-B. Varin).

122 PAC, MG 8 F99.8, 1, 8268-72, "Memoranda concerning seigneuries", [1835, by W. P. Christie], hereafter "Memoranda". These notes are written in W. P. Christie's hand and are intended for McGinnis's use. He notes at the end: "The foregoing is transcribed, some points of which may be useful, & others incorrect."

123 We have no record of such a lease, and we are not certain which mill site this might refer to. Elisha Boardman of Noyan owes the estate of NCB £67 in 1835. His name appears on a list of such obligations due, given to McGinnis by Henry along with the seigneurial documents. (See Appendix I, Table 3.) PAC, MG 8 F99.2, 7402.

124 PAC, MG 8 F99.2, 1, 104, Instructions (W. P. Christie to McGinnis), draft, March 10, 1835.

125 PAC, MG 8 F99.9, 24, 8258.

126 The information given here is taken from notes written on the front cover a book entitled "Noyan book" in McGinnis's hand. Reference to Jones's privilege dates it to after 1836, but it addresses the questions referred to in W. P. Christie's instructions of 1835.

127 This dates this notation to after 1836 which is when Jones buys the mill privileges at Pike River. The two sawmills would be those held by Meigs until the termination of his lease.

128 The emphasis is mine. This suggests that the lumber trade has known a period of even greater importance, and is on the decline, although still important.

129 PAC, MG 8 F99.1, 7, p. 4343, WM to WPC, March 16 1835, (Letter Book).

130 PAC, MG 8 F99.9, 4, 1296.

131 PAC, MG 8 F99.9, 4, 10794-7, Concession, Sept. 25, 1846, Amelia Bowman Christie to WM, (H. Aubertin).

132 ANQ-M, Demaray, Discharge, Oct. 14, 1835.

133 Sawmill Account.

134 ANQ-M, Tyler, Lease, Nov. 17, 1851.

135 ANQ-M, Gamelin, Lease, Feb. 16, 1846.

136 ANQ-M, Gamelin, or PAC, MG 8 F99.9, 25, 20721, Lease, Mar. 21, 1846.

137 PAC, MG 8 F99.9, 21, Memo for a lease.

138 Sale, Feb. 22, 1820, Lalanne, referred to in Lease, Sept. 4, 1834, Moreau, ANQ-M.

139 Ibid.

140 PAC, MG 8 F99.1, 7 (Letter Book), (W. P. Christie) to Messr-Keys, Highgate Vt., Sept. 28, 1843.

141 Ibid, WPC to Hon. Robert Jones, 4 Jan. 1836.

142 ANQ-M, Demaray, Sale and Concession, May 20, 1836.

143 ANQ-M, Gamelin, Concession, Feb. 28, 1844.

144 ANQ-M, Demaray, Sale and Concession, May 20, 1836.

145 PAC, MG 8 F99.9, 18, 16698-702, Agreement, Jan. 30, 1840, (Edmond Clément).

- 146 PAC, MG 8 F99.9,22, Lease, Feb. 29, 1848 (Gamelin).
- 147 PAC, MG 8 F99.9,18,16545, Mar 1, 1854.
- 148 PAC, MG 8 F99.9, 13, 14176; 14211; ANQ-M, Varin, Lease, July 21, 1838.
- 149 Writ of Fieri Facias, Dame Clothilde Girardin vs Edme Henry, Quebec Gazette, Jan. 30, 1840.
- 150 PAC, MG 8 F99.9, 11, 13941, Edme Henry to McGinnis, May 15, 1840.
- 151 Writ, Quebec Gazette, Jan. 30, 1840.
- 152 ANQ-M, J. Belle, Entente, Jan. 15, 1845.
- 153 The costs of the immediate case were shared equally, but the costs of the opposition "afin de distraire" which W. P. Christie had incurred in Girardin's case against Henry, was paid by Dame Girardin.
- 154 ANQ-Q, AP G 52, 511.
- 155 Quebec Gazette, March 10, 1842.
- 156 ANQ-M, Gamelin, Lease, WPC to Blain, June 18, 1835.
- 157 ANQ-M, Gamelin, Concession and Sale, April 20, 1836, Deed of Gift, Oct. 4, 1840, (Gamelin), 'Public Notice', Quebec Gazette, July 14, 1842. These brothers were the sons of Nehemiah Hotchkiss of Laprairie who owned part of lot 18, 3rd Concession on the Domain. (See p. 550.) Merritt Hotchkiss also related through marriage to Henry Hoyle. His wife was Sarah Schulyer and their children were Hoyle's grandchildren. (Inventory Henry Hoyle.) In the codicil to Hoyle's will, Stephen Henry Schuyler is mentioned as Hoyle's step-son. (ANQ-M, Gamelin, Feb. 3, 1837.) Sarah Schulyer, then, must have been his step-daughter.
- 158 PAC, MG 8 F99.1,7 (Letter Book), Mar. 25, Oct. 29, 1841.
- 159 Montreal, K.B., No. 1024, 1038, in Quebec Gazette, June 9, 1842.
- 160 PAC, MG 8 F99.9,16,16270, Sale, May 26, 1843, Boston & Coffin.
- 161 PAC, MG 8 F99.9,16,16288-91, Sale WPC to H. Hoyle, July 18, 1843, (Gamelin).
- 162 ANQ-M, Gamelin, Protest Henry Hoyle to WPC, Nov. 21, 1844.

- 163 Quebec Gazette, June 9, 1842.
- 164 ANQ-M, Gamelin, Protest, Jan. 31, 1844. The lease to Taylor would expire on September 29, 1843, but because Taylor had vacated the premises he had already forfeited his lease.
- 165 PAC, MG 8 F99.9,14,14925; 14935.
- 166 ANQ-M, Gamelin, Lease and Permission to Build, (W. P. Christie) to Duncan McCallum, Nov. 15, 1836, McCallum is a surveyor from Champlain, New York. He elects as his domicile the house of John Oliver.
- 167 Mt1, No. 2250, Quebec Gazette, Nov. 18, 1841.
- 168 PAC, MG 8 F99.9,16, 16270, Sale, (Boston & Coffin), May 26, 1843.
- 169 ANQ-M, Gamelin, Memorandum, n.d.
- 170 PAC, MG 8 F99.1,7 (Letter Book), WPC to Thomas Lewis, Nov. 24, 1843.
- 171 PAC, MG 8 F99.1, 7 (Letter Book), WPC to W.D. McCallum, Lacolle, Aug. 1, 1836.
- 172 ANQ-M, Gamelin, Protest, Nov. 21, 1844.
- 173 Ibid.
- 174 W. P. Christie to William McGinnis, Clifton Lodge, Sept. 4, 1835; PAC, MG 8 F99.1, 3, 570-3.
- 175 William McGinnis to Hiram Corey, Apr. 16, 1836; PAC, MG 8 F99.1, 7.
- 176 Sawmill Account. John Forbes was also listed as having a two notes to WPC outstanding in 1842. (PAC, MG 8 F99.9, 2, 2, 117, WPC, Notes for WM.) He is also one the persons who is left a £25 legacy from the arrears in rent in W. P. Christie's will. We assume, therefore, that he is the same John Forbes who married Ingary Bell (Table 3.)
- 177 This appears to be a reference to Jackson Creek.
- 178 In the sawmill account, the number of real logs was always translated into the number of standard logs of one toise. A price per log is therefore the same as that per toise and prices are comparable. The differences in the prices paid therefore, is largely due to quality. Although prices on the international market may have fluctuated, this does not appear to have affected the price paid to the producers which is consists primarily of the cost of the labour required to cut and haul the timber.

179 SMA. The purchases recorded can be further broken down as follows:

< £ 5 .....	35
5 - 9 .....	11
10 - 24 .....	20
25 - 49 .....	7
50 - 74 .....	2
75 + .....	2

180 The two families will eventually become related. A Charles E. Pearson, later a 'manufacturer' of Iberville, and a William John Pearson are the maternal uncles of Plenderleath (son of William) McGinnis's children. PAC, MG 8 F99.9, 8, Nomination de tuteurs, Oct. 14, 1880, (D. Tassé).

181 See Table 5, Appendix I. WPC to WM, Clifton, Sept. 16, 1844, AP.G.52.507, ANQ-Q. WPC writes: "We will read with interest the Act of the Cotton factory at C.ville. The Glass-work will give the place some addl. importance, but it cannot but lag behind the old mudhole opposite for a while; though our side is very far preferable to the other, & may by & by take the lead of it, & go ahead." Clearly he was not opposed but favoured industrial progress, but unlike boosters who would see their cities grow at all costs, he appreciates the fact that Christieville remains a pleasant place.

182 The Napierville mill site, after it is sold probably did not contain any restrictions either. It had always been a grist mill privilege which usually were more general than those for sawmills.

183 ANQ-M, Gamelin, Obligation, Dec. 6, 1834.

184 PAC, MG 8 F99.1, 6, 5915, 5977, Receipts, July 4, 1839, Oct. 26, 1839, Otis Warren from WM.

185 PAC, MSS. Census 1842, on mf. C-731.

186 PAC, MSS. Census 1851, on mf. C-1136.

187 MG 8 F99.9, 4, 1296.

188 PAC, MG 8, F99.1, pt.2, 4179-81, William Hobb to WM, Montreal, Feb. 7, 1865.

189 The mill property stayed in the hands of McGinnis until his death in 1880. At that time it consisted of a dyke, a flour-mill, a carding mill with accessories, a cloth manufacture, a dyeworks, 2 houses, a pair of mill stones, and a blacksmith shop. The heirs sold the property to the miller at Iberville, Mr. Thurnston, for \$6,500. (Sale May 23, 1882, before J.B.H. Beauregard.) Labelle, Bleury, p. 27.



190 In 1825, Jones erected Bedford's first store. Segments of Missisquoi and the Missisquoi Historical Society Report (1981-82), p. 72. In the 1840s, Jones was selling village lots in Bedford, using a printed form for the sale of lots subdivided from Lot 9, 6th Range and sold as a "rente annuelle constituée" based on 6% interest on the capital sum. (ANQ-M, Gamelin, 1844.)

191 Concession, L.A. Moreau, Nov. 3, 1832, cited by Labelle, "Les Belles années scolaires" p. 103.

192 Jones's daughter Caroline was born in Bedford in 1839 so he had not yet moved then. Labelle, "Bleury", p. 18.

193 PAC, MSS. Census 1842, on mf. C-731.

194 Ibid.

195 PAC, MSS Census 1851, on mf. C-1136.

196 Ibid.

197 Sale, J.H. Aubertin, Apr. 27, 1854, cited by Labelle, "Les Belles années scolaires," p. 103.

198 Cadastre abrégé de la Seigneurie de Bleury, p. 17, no. 460-1. See also Chapter 3, Table 24.

199 PAC, MSS. Census 1831, on mf. C-721.

200 PAC, MG 8 F99.9, 16, 16265, Sale, May 17, 1843 (I.J. Gibb).

201 ANQ-M, Crawford, Dec. 23, 1846, Deed of Assignment of Lease, Tunstall heirs to H. Hoyle.

202 Inventory Henry Hoyle.

203 Ibid. Although the sheep were much more numerous, the cows were much more valuable. The sheep were generally valued at 5 shillings, cows at £3.15, and steers and heifers at £3. Thus, of the 214 head of livestock let out the value is as follows:

43	Cows	£ 161.15.
22	Heifers	59.10.
26	Steers	59.00.
123	Sheep	30.00.

204 PAC, MG 8 F99.9, 18, 16545, Permission, Mar. 1, 1854:

205 PAC, RG1 L3L, vol. 60, 301757 on mf. C-2516, Petition, Montreal, February 25, 1840, WPC to Murdock, Civil Secty.

206 Ibid.

207 Ibid, 30179-80, Att.-Gen. to Murdock, Montreal, 1 May 1840. The question was referred to him for a legal opinion. He replies that under the statutes 3 Geo. 4 c. 119 and 6 Geo 4 c. 59, "the commutation of the droit de quint must be had for the Seignior, and a surrender and regrant be made of all unconceded parts and parcels of lands comprised within it." Thus a partial commutation cannot be granted.

208 ANQ-M, V. Vincelette, Concession, Mar. 30, 1843.

209 ANQ-M, Hiram Corey, Plan of Delery, 1843. See Map 18.

210 ANQ-M, Gamelin, Concession, Nov. 1, 1842 (also, PAC, MG 8 F99.9, 4, 10785-8); Gamelin, Sale, Nov. 2, 1842, Octavia Bowman to Amelia Bowman Christie. The concession was made as a standard deed of concession, except that the cens was reduced to a token one penny. The total cens et rentes was therefore £2.5.1. The North and South Domain were sold for the sum of £130 and Springfield for £100. The concessions and sales, taking place as they do on two succeeding days, were obviously part of the same arrangement. These properties were intended for Amelia Bowman Christie in WPC's will. If they are conceded and resold rather than left as a legacy, we believe it to avoid losing the properties if the will was successfully contested. If they were conceded legitimately, and sold, even if WPC's right to succeed to the seigneuries were overturned, the title would remain valid. As a domain, if his will was overturned, the legacy would be null. This method avoided this risk and was used for other domain properties as well.

211 ANQ-M, Gamelin, Concession, Amelia Bowman Christie to William Bowman, June 6, 1849, (also PAC, MG 8 F99.9, 4, 10820.)

212 Will of WPC.

213 This arrangement is based on a Deed of Conveyance dated Mar. 7, 1843, before J.J. Gibb, (No. 6361, ANQ-M), referred to in the 1st codicil. The subject of Trinity Church and its endowment, at both Christieville and Montreal was of much concern to WPC, and differences arose between him and Bishop Mountain on this subject. The issue was resolved satisfactorily before his death. To pursue this question further, one can consult the correspondence of Bishop Mountain, Montreal Diocesan Archives; the correspondence of WPC, PAC, MG 8 F99.1-.2, and the Couillard-Désprés Collection, ANQ-Q, AP G 52; and the correspondence relating to Trinity Church from 1842 to 1880, PAC, MG 8 F99.9, vol. 7.

214 Will of WPC.

215 ANQ-M, Gamelin, Apr. 6, 1843, (or PAC, MG 8 F99.9, 11, 13414-20), Deed of Gift, WPC to the Bishop of Montreal, in Trust.

216 Cadastre abrégé de la seigneurie de Deléry, p. 16, no. 436-7. Two parcels are indicated, one of 10.5 A. and one of 89 A.; with only 3 d. of cens et rentes for both.

217 ANQ-M, Gamelin, Deed of Exchange, July 10, 1843. Horace Wells of Noyan, Post Master acted for Charles A. Wells. The lot, purchased from Lewis Gagy, Sheriff of Montreal on June 1, 1830, was exchanged for a lot which was taken from the domain of the seigneurie, being part of lot 9, one-half arpent in front, fronting to the north, on a road from Christieville to Missisquoi Bay, and containing a total of 3.5 A. in area. A difference of exchange of £37.10. was also paid to Mr. Wells.

218 ANQ-M, Gamelin, Deed of Gift, July 10, 1843, WPC to Rev. Micajah Townsend, in Trust.

## CONCLUSION

We have examined the development of the Upper Richelieu Valley from the time of the Conquest to the end of seigneurial tenure in 1854. During that time, the region was transformed from a forest wilderness to a settled agricultural area supporting over 20,000 people. Early settlers worked in relative isolation, selling potash and cutting timber for extra cash until they could support themselves from their agriculture. They established roads and communication with their neighbours. Taverns, stores and mills appeared first, but schools and churches followed soon after. Agriculture took on a greater importance in the regional economy. As the population increased the amount of land under cultivation and production rose steadily. The available land was granted early in the period, so that by the late 1830's the agricultural population began to resent non-resident proprietors whose land remained undeveloped and hampered the settlement process. Rising land prices and increased indebtedness led to social unrest and tension between ethnic and social groups. From an area of in-migration, the Upper Richelieu Valley became one of out-migration as well. Social stratification increased. The ethnic mix of the region changed gradually. Early in the century, the southern half of the area was almost completely settled by immigrants of English-speaking American and British origin. By the end of the period, this population had not increased, and the number of French-Canadians in that area was proportionately much greater. Settlement and agriculture

were only one aspect of regional development. Commerce, especially the timber trade, was also important and sawmills and other manufactures were established. The development we have described thus far could apply to most parts of British North America settled after 1763. What then are we to conclude as to the importance of seigneurial tenure and the role of the Christie seigneurs in the development of the Upper Richelieu Valley?

The similarity between the development of the Upper Richelieu Valley and other areas in the 19th century does not imply that seigneurial tenure was without an impact, but it does suggest that the influence of the Christie seigneurs was in the same direction as the general economic flow. This has been demonstrated in our study. Christie was interested in the Upper Richelieu Valley because it was rich in timber, and with his military and metropolitan connections, he was in a good position to exploit this resource. He saw the monopoly control possible under seigneurial tenure as essential to the profitable development of his seigneuries, and seigneurial tenure was a key factor in his decision to invest large sums of capital in this region. He also tried to enlarge the size of his land-holdings under seigneurial tenure. If he was unsuccessful in this respect, it was because a new social group, American in origin, was also interested in acquiring land in this area and had the support of the Governor, Lord Dorchester. As late arrivals not having the advantage of seigneurial ownership, this group opposed this form of land tenure, advocating land in free and common socage tenure instead. Although their success restricted the area of seigneurial tenure to the lands thus held in 1791, the

Upper Richelieu's advantages in terms of location and transportation meant that it could compete successfully with the township areas created on each side of it.

After 1815, seigneurial entrepreneurship gave way to a decentralization of seigneurial prerogatives. Industrial development fell into the hands of many small entrepreneurs who paid a small fee for their share of the seigneur's privileges. This was possible in part because the sawmills of the early 19th century were not expensive structures which required the input of large amounts of capital. After 1835, the more important mill privileges were sold or bequeathed to W.P. Christie's heirs. It was on these sites that the more capital intensive manufactures and grist mills were constructed. Seigneurial tenure, therefore, did not have one effect on the development of industry which was static in time, but responded to the changing economic trends. What is distinctive about industrial development in this context is the personal control exercised by the seigneur and the social repercussions this implied. Industrial activity was restricted to the select élite favoured by the seigneur or his agent. But the situation may not have been very different under a different form a tenure, since large land proprietors have tended to play a similar role in other areas as well.

As a long-term investment, Christie's seigneuries were highly successful. Protected by a judicial system which favored the seigneurial proprietor and by control mechanisms such as the retrait, the seigneur could safely invest in the development of his estates in the knowledge that there would a return on his

investment in the future. Unlike the experiences of many land settlement schemes which failed, the Christie seigneuries were successfully surveyed, granted, and settled, and became a lucrative family estate with time. A small increase in rents offset the loss of services such as the corvée and helped compensate the seigneur for expenses such as boundary surveys. Higher rents did not impede settlement since land values were also increasing. The advantage of seigneurial tenure over the simple leasing of land to tenants was that the seigneur's revenue was protected by the legal framework of the tenure, and the censitaire's obligation was a "droit réel," not a personal obligation. When arrears rose to unacceptable levels, the seigneur could sue for recovery of the debt regardless of which censitaire had allowed it to accumulate. We have shown that in the Christie seigneuries the sheriff sale was not used extensively to collect arrears until the 1840s. There is evidence that the seigneur's actions in this regard contributed to social unrest and to the population movements of the period. From the seigneur's perspective, this period of increased land mobility meant greater revenue from the lods et ventes and improved collections.

The relationship of these harsh collection measures to the agricultural problems of the period has not been examined. By forcing some people off the land, these measures cleared the way for land consolidation at a time when the need for greater capital investments in agriculture was felt. Although it may not be possible to show that changing attitudes to seigneurial

arrears were in response to agricultural problems, a more in depth study of agriculture in the study area would place the changes in seigneurial administrative practices in a more general perspective. We have seen that a small number of people did accumulate large areas of land and that tenancy was quite common in this period. But did tenancy increase in the 1840s as a result of severe collection measures? Was seigneurial debt an important proportion of the total indebtedness of the censitaires? Did indebtedness result in a general decrease in farm size as has often been suggested? Did land accumulation also result in greater investment in agriculture or in changes in the types of agriculture practiced? Or, was land accumulation simply the result of creditors trying to protect their investments without any real changes in agricultural practices? These are just a few of the questions which could not be answered within the scope of our study but which might be taken up in an in depth study of agriculture in this study area. It would be important for such a study to begin, despite the problem of sources, in the 1830s or even earlier, in order to grasp the significance of the disruptions of the 1840s on the region. The study of land mobility, as a separate or as a related problem, would also be useful in this respect.

Although seigneurial tenure was clearly advantageous to its investors, by 1854 the move to commutation appeared inevitable, and the Christie seigneurs did not appear to object to this change. The reason quite simply seems to be that the controls which seigneurial tenure provided were no longer as necessary. Personal control had given way to the process of law. The rents



would remain and other rights and privileges would be compensated. The actual industries or resources which had been the subject of monopoly privileges remained, and the loss of these monopolies was insignificant once all the mill sites were occupied. The most lucrative right lost by the seigneurs was the lods et ventes, but for this they received generous compensation. There is also no question that with the increasing importance of large-scale industries and rising land values, this was one revenue which would no longer be tolerated.

In studying the Christie seigneuries, it is evident that seigneurial land ownership did not survive until 1854 because of the censitaires' attachment to this form of tenure, but rather because it was sound investment for its proprietors. This is also why the tenure could not simply be abolished. The right of property had to be protected in all its forms if it was to have any significance at all. There was no choice, therefore, but to repress severely the uprisings of 1837-38 which threatened the social order and property rights of the colony. The crisis past, the debate was reopened, and for reasons of political and economic expediency, seigneurial tenure was commuted. Since our study deals with seigneurial tenure, it ends in 1854. This date, however, does not appear to have been a real turning point in the history of the Upper Richelieu Valley. To use it as dividing point in the history of rural Quebec is to accord the commutation of seigneurial tenure with too great a significance, a significance which has been nurtured by liberal ideology and a belief that free and common soccage was somehow morally superior.

to seigneurial tenure. In the Christie seigneuries, the turning point for the censitaires came in the 1840s when the hope of abolition is lost, and the judicial structure fully supported the claims made by the Estate of Napier Christie Burton for arrears. With the introduction of interest charges on arrears, changing collection practices, and the end of free land grants, seigneurial tenure offered few advantages over free and common soccage tenure. From the perspective of the average censitaire, commutation was not a delivery from seigneurial rents, but an even further enchainment, since the struggle would no longer be a joint one of rich and poor censitaire alike in a common effort to obtain new land laws, but it then became the effort of each individual, who, if he remained indebted and could not free himself from the seigneurial burden, had only himself to blame.

Although we have touched upon the social structure of our study area in many ways, this aspect of the regions' development appears to us as the most important area for further study. Our study of land granting shows that stratification in land ownership began at the time of the grants themselves, and was not just the result of later subdivisions. Problems with the accuracy and completeness of census data suggests that family reconstitutions and land title histories might be one way to approach the question of land stratification. Based on a detailed examination of the notarial records, and linked with the census data wherever possible, this could produce useful insights into some of the questions we have raised such as the systems of inheritance practiced by the French and English groups, the accumulation of land for sons, speculation, the rise of tenancy,

and out-migrations. The survey system used in the Christie seigneuries, is an important factor in making detailed land title histories possible. Because land parcels here can be traced before the introduction of the official cadaster, it is one of the few areas under seigneurial tenure where such an approach is feasible. One problem which might limit such a study is that the archive of Louis Barbeau has been destroyed. However, his importance to land transactions such as sales may not have been quite so critical as it was for the deeds of concession. A detailed study of permanence and mobility and of the consolidation and sub-division of farms for a seigneurial area would be an important addition to our understanding of the socio-economic problems of Lower Canada in the mid-19th century.

A second aspect of the social structure which we have only touched on is the rise of a local bourgeoisie and its role in regional development. We have suggested that seigneurial land tenure favoured a system of clientage which linked some members of this group to the seigneurial class. But some members of this group were very vocal against seigneurial tenure. We have also observed what appears to be a certain change in the composition of this group which seems to coincide with the 1835 change in administration. Is patronage a factor in this change and what accounts for the different responses to seigneurial tenure by members of this group? Our study has identified certain key individuals who were prominent locally. Through an examination of the careers of one or more of these individuals and their families, we might arrive at a better understanding of the local

social structure. Edme Henry, Henry Hoyle, Robert Hoyle, and Robert Jones present themselves as the most important candidates for further study as individuals. But looking at other families which did not rise to prominence, although one might have expected them to--the Odells, for example--would also help to broaden our knowledge of the social dynamics of this region. To study the bourgeoisie, it would be important to broaden the geographical limits of the enquiry beyond the seigneurial limits imposed here. As we have shown, merchants and traders from outside the area also operated within it. It would be of interest to trace the extent of the local merchants' involvement in adjoining township areas, particularly before 1840. The study of the timber merchants and sawyers active in this area is one of the most promising avenues of further research and would help establish the nature and extent of the commercial ties between this region and the metropolitan areas. Our tentative conclusion as to the dendritic structure of the urban system could be elaborated upon and confirmed or rejected. Another aspect of this question which would be of interest and which might tend to be neglected, are the many ties local merchants and traders had with centres in the United States. The extent to which they were able to maintain and use these ties to their economic advantage would provide us with a better understanding of trade relations between the two countries and the metropolitan rivalry between Montreal and New York. Through the export of lumber from the late 1830s, this region was linked to American markets. This aspect of its development should receive more attention.

In this study we have examined the relationship of the

seigneur to his notaries. Based on our findings, we believe that much research remains to be done on the role of notaries in the local social structure. We have shown that there was a clear distinction between seigneurial and other notaries and that this distinction was not geographic. Specialization and social status appear to be possible factors in the differentiation of notaries. The study of many notaries' archives to determine the geographical and social range of their clients would be necessary to come to any definitive conclusions. At the same time, such a study could provide extensive documentation for the study of key regional figures.

In recent years, there has been a growing interest in the study of the different regions of Quebec. This has been encouraged by long-term research projects based in these regions. The Eastern Townships are being studied at the Université de Sherbrooke, the Saguenay at the Université de Québec à Chicoutimi, the Mauricie at the Université de Québec à Trois-Rivières and Montréal at the the Université de Québec à Montréal. The Richelieu Valley has been the subject of many individual studies, several of them by geographers, but has not benefitted from the systematic approaches possible in the context of regional group research project. Ironically, this might well be considered to be the result of its own history. Notary Sanguinet's plans for a university in the seigneurie of LaSalle were not realized in the 1790s and the region has not acquired one since. In fact, there is a tendency today to see it as part of the Montreal region rather than as a separate entity. But is

this conclusion justified in historical terms? Historically, the natural boundaries of this region were not limited to the Richelieu Valley but extended southward to include the Lake Champlain Valley as well. A corridor first between two rival powers and later between two rival metropolises, the natural integration of this region has been disrupted by strong socio-political forces. Through much of its history, the ties along this corridor were considered illegal by the governments controlling this territory. Cut in half by the international boundary, this region thereby became peripheral in each separate jurisdiction. With its people, its history, and its economy linked to both sides of that boundary, however, the historical experience of this area has been rather unique. Our study of the Christie seigneuries, has shown one aspect of its unique history. We have seen the response of an English seigneur and of American and British censitaires to a French form of land tenure as well as some of the results of the mixing of French, American and British settlers under a common seigneurial administration. Although the Upper Richelieu Valley may not receive separate treatment as an economic region today, there is every reason to give it such treatment in the field of historical enquiry for it would be difficult to fit this area into generalizations about either the seigneurial or the township area. The Upper Richelieu Valley was the meeting point of the two and by incorporating aspects of each, distinguished itself from them.

APPENDIX I: TABLES

TABLE 82

Population by Religion.  
(a) 1831

CENSUS DIV.	CofE	CofS	Pres	Meth	Bapt	Other	R.C.	Total
Bleury	89	24	1	7	0	3	2159	2283
Christieville	--	--	--	--	--	--	--	--
St-Athanase	--	--	--	--	--	--	--	--
St-Alexandre	--	--	--	--	--	--	--	--
Sabrevois	114	78	1	41	0	7	883	1124
St-George-de-H.	--	--	--	--	--	--	--	--
Noyan	842	176	130	249	0	56	976	2429
Delery	275	4	185	43	3	10	4902	5422
St-Cyprien	--	--	--	--	--	--	--	--
St-Valentin	--	--	--	--	--	--	--	--
Lacolle	556	--	120	596	32	0	750	2154
St-Bernard	--	--	--	--	--	--	--	--
Total:	1876	282	437	1036	35	76	9670	13412

( b ) 1846

CENSUS DIV.	CofE	CofS	Pres	Meth	Bapt	Other	R.C.	Total
Bleury	--	--	--	--	--	--	--	--
Christieville	--	--	--	--	--	--	--	--
St-Athanase	328	38	--	29	1	5	4204	4605
St-Alexandre	--	--	--	--	--	--	--	--
Sabrevois	--	--	--	--	--	--	--	--
St-Geprge-de-H.	328	108	151	263	4	9	2759	3622
Noyan	--	--	--	--	--	--	--	--
Delery	--	--	--	--	--	--	--	--
St-Cyprien	104	10	20	113	1	10	3567	3825
St-Valentin	42	--	4	83	3	77	2131	2340
Lacolle	--	--	--	--	--	--	--	--
St-Bernard	652	11	96	916	28	23	1502	3228
Total:	1454	167	271	1404	37	124	14163	17620

## (c) 1851

CENSUS DIVISION	CofE	CofS	Pres	Meth	Bapt	Other	R.C.	Total
Bleury	--	--	--	--	--	--	--	0
Christieville	111	0	18	6	13	3	1143	1294
St-Athanase	185	0	29	2	0	0	2466	2682
St-Alexandre	57	0	39	42	1	0	2064	2203
Sabrevois	--	--	--	--	--	--	--	0
St-George-de-H.	386	0	244	187	56	21	3683	4577
Noyan	--	--	--	--	--	--	--	0
Delery	--	--	--	--	--	--	--	0
St-Cyprien	--	--	--	--	--	373	4122	4495
St-Valentin	--	--	--	--	--	262	2790	3052
Lacolle	--	--	--	--	--	--	--	0
St-Bernard	--	--	--	--	--	1597	1886	3483
Total:	739	0	330	237	70	2256	18154	21786

## (d) 1861

CENSUS DIVISION	CofE	CofS	Pres	Meth	Bapt	Other	R.C.	Total
Bleury	--	--	--	--	--	--	--	--
Christieville	74	7	18	35	4	12	1440	1590
St-Athanase	61	40	47	11	28	--	2415	2602
St-Alexandre	15	--	19	9	--	--	2847	2890
Sabrevois	--	--	--	--	--	--	--	--
St-George-de-H.	345	5	130	124	54	36	4695	5389
Noyan	--	--	--	--	--	--	--	--
Delery	--	--	--	--	--	--	--	--
St-Cyprien	67	4	8	38	19	1	4442	4579
St-Valentin	68	--	15	132	33	--	2667	2915
Lacolle	--	--	--	--	--	--	--	--
St-Bernard	536	--	66	673	8	118	2288	3689
Total:	1166	56	303	1022	146	49	20794	23654

SOURCE: Census of Canada.

NOTE: Church of Scotland (CofS) refers to the established church only. Others are included under Presbyterians (Pres). Methodists (Meth) have been grouped together into one category. In 1851, the protestant denominations are not distinguished for Saint-Cyprien, Saint-Valentin, and Lacolle, but grouped together under the rubric Protestants. These have been included under other for that year. That category, however, usually refers to the small number of Congregationalists found in the study area, and a few Unitarians and Adventists who appear for the first time in 1851 (the Adventists as an off-shoot of the Millerite Movement which swept through this region in 1844.)



TABLE 83

## Select Data from the Census of 1831

	BLEURY	SABREVOIS	NOYAN	DELERY	LACOLLE	TOTAL
POPULATION	2284	1125	2428	5437	2150	13424
INHABITED HOUSES	389	395	205	928	378	2295
PROPRIETORS	313	174	281	695	292	1755
NON-PROP	76	31	113	242	86	548
FA. IN AGR	224	173	296	555	301	1549
FA. IN COMMERCE	4	0	6	12	6	28
AREA HELD	13005	16645	29295	37290	31778	128013
AREA IMPROVED	4747	[5826] <sup>a</sup>	9332	15707	10387	45999
MINOTS						
WHEAT	13966	4030	10988	47420	8032	84436
PEAS	1578	783	2409	4259	3805	12834
OATS	6034	2460	5950	13926	6634	35004
BARLEY	928	86	340	1675	682	3711
RYE	132	374	4078	418	1357	6359
CORN	125	1016	6558	2298	7567	17564
POTATOES	127	11210	24251	51887	35216	122691
BUCKWHEAT	2	65	487	631	3409	4594
CATTLE	978	652	1994	3595	2243	9462
HORSES	439	188	544	1335	783	3289
SHEEP	1143	561	2707	3970	3214	11595
HOGS	1186	681	841	3126	1750	7584
ELEM SCHOOLS	5	5	13	10	9	42
MALE STUDENTS	131	127	323	280	174	1035
FEMALE STUDENTS	128	127	336	231	163	985
TAVERNS	6	2	6	7	2	23
STORES W LIQUOR	4	0	6	3	1	14
GRIST MILL		0	0	1	1	2
SAW MILLS		2	2	1	3	8
FULLING MILLS		0	0	0	0	0
CARDING MILLS		0	0	0	0	0
TRIP HAMMERS		0	1	0	0	1
POT, PEARL ASH		0	2	5	2	9

SOURCE: Census of Canada, 1831.

<sup>a</sup> The figure in the census is 24353, greater than the area held, obviously an error. The figure used here is based on a ratio of improved/held of 0.35, the average for Noyan and Bleury.

TABLE 84

## Select Data from the Census of 1846

	ST. ATH	ST. GEO H.	ST. CYP	ST. VAL	ST. BER	TOTAL
POPULATION	4605	3622	3818	2340	3227	17612
INHABITED HOUSES	763	557	626	378	546	2870
PROPRIETORS	615	504	487	269	386	2261
NON-PROP	206	111	140	109	160	726
FA. IN COMMERCE	9	5	6	3	6	29
FARM SVTS-MALE	13	13	39	8	30	103
SERVANTS-MALE	10	8	11	8	10	47
SERVANTS-FEMALE	27	27	36	14	27	131
AREA HELD	31460	[40955] <sup>a</sup>	28530	16762	39857	157564
AREA IMPROVED	11926	[12391]	13225	7264	16219	61025
BUSHELS						
WHEAT	11364	22399	6172	5419	7218	52572
BARLEY	5160	7937	13031	4563	5324	36015
RYE	9	1544	100	330	428	2411
OATS	35592	78074	44903	23586	35003	217158
PEAS	6948	12473	6178	3899	4407	33905
CORN	373	1842	480	200	1454	4349
BUCKWHEAT	4546	5057	6155	4825	7821	28404
POTATOES	48357	94623	45115	28039	53362	269496
CATTLE	2377	2385	3052	1491	3078	12383
HORSES	1074	785	1083	625	943	4510
SHEEP	3524	3122	3274	1679	3189	14788
HOGS	1586	1273	1492	963	1112	6426
CLOTH-YDS	5843	4392	6938	3399	5740	26312
LINEN-YDS	4070	2069	5099	2739	622	14599
FLANNEL-YDS	4361	4764	3048	1793	2945	16911
WOOL-LBS	7383	20907	8961	4523	11748	53522
COLLEGE ET AL	0	0	0	1	0	1
ELEM SCHOOLS	6	9	6	5	10	36
MALE STUDENTS	85	230	115	123	152	705
FEMALE STUDENTS	73	176	94	47	120	510
TAVERNS	4	5	6	1	5	21
STORES W LIQUOR	3	4	4	2	3	16
GRIST MILL	1	0	1	0	1	3
SAW MILLS	5	4	2	2	1	14
FULLING MILLS	2	0	0	0	1	3
CARDING MILLS	2	0	0	0	1	3
THRASHING MILLS	0	0	10	1	2	13
IRON WORKS	1	0	0	0	0	1
TRIP HAMMERS	0	0	0	0	1	1
BREWERIE	0	0	0	0	1	1
TANNERIES	3	4	2	2	2	13
POT, PEARL ASH	1	0	3	0	3	7

SOURCE: Census of Canada, 1846.

<sup>a</sup> We have reversed the figures and assumed an error of 10 in 123916, an impossible figure here.

TABLE 85  
Select Data from the Census of 1851

	C.VILLE	ST.ATH	ST.ALEX	ST.GEO	ST.CYP	ST.VAL	LACOLLE	TOTAL
POPULATION	1294	2682	2203	4577	4495	3052	3483	21786
INH HOUSES	232	400	356	551	652	425	583	3199
FAMILIES	262	441	377	754	750	464	618	3666
OCCUPANTS								
< 10 A.	230	74	16	32	186	115	50	703
10-50 A.	7	100	74	83	109	66	96	535
50-200 A.	12	222	187	354	294	224	253	1546
>200 A.	1	1	3	11	20	4	21	61
TOT > 10 A	20	323	264	448	423	294	370	2142
AREA								
HELD	1790	21635	16040	36350	34462	20595	36933	167805
CULTIVATED	761	13086	5068	17797	19786	13154	21613	91265
CROPS	571	10040	4019	13577	13432	9581	14738	65958
PASTURE	98	3003	1009	4146	6085	3366	6848	24555
WILD	1029	8549	10972	18553	14676	7441	15320	76540
WHEAT	176	3161	1365	4395	3775	2920	1733	17525
BARLEY	10	64	5	88	242	60	104	573
RYE	4	0	1	63	0	0	0	68
PEAS	58	820	345	1175	1017	838	436	4689
OATS	154	2067	933	2428	3451	2053	2298	13384
BUCKWHEAT	24	125	36	180	381	206	376	1328
INDIAN CORN	8	38	34	162	117	82	173	614
POTATOES	7	127	159	277	324	159	353	1406
TURNIPS	0	2	1	12	12	40	29	96
TOTAL	441	6404	2879	8780	9319	6358	5502	39683
OTHER <sup>a</sup>	130	3636	1140	4797	4113	3223	9236	26275
FIELD/TOTAL %	77	64	72	65	69	66	37	60
HAY- BUNDLES	15410	347970	124395	640849	554330	368690	672450	2724094
BUSHEL								
POTATOES	559	3927	4230	15450	14530	4752	15529	58977
OATS	2472	29628	11753	49300	65818	39528	38969	237468
WHEAT	1351	18592	11220	40304	30028	25040	19662	146197
BARLEY	97	752	59	1592	3703	766	1489	8458
PEAS	419	6178	2460	8927	6977	6375	4992	36328
CORN	280	500	498	2627	2221	1435	38969	46530
MILK COWS	123	1122	605	1363	1382	964	1505	7064
OTHER CATTLE	38	587	432	1580	1291	764	1715	6407
HORSES	167	835	474	1287	1358	1002	1155	6258
SHEEP	171	2300	1064	3061	2689	2017	5391	16693
PIGS	128	1030	680	1501	1681	1362	995	7377
BUTTER LBS.	2105	16979	4957	41667	45761	15285	122281	249035
CHEESE LBS.	200	200	237	2976	1480	0	7460	12553
WOOL LBS.	417	5597	2246	8483	7290	5314	7460	36807
CLOTH YDS.	261	3562	1363	3389	6262	2516	1414	18767
LINEN YDS.	126	1273	630	1834	5104	2922	77	11966
FLANNEL YDS.	155	1645	1211	4679	2777	2147	809	13423

SOURCE: Census of Canada, 1851.

<sup>a</sup> This figure is calculated by subtracting the total field crop area (TOTAL) from the area in crops (CROPS). This area would be that devoted to the crops for which no area is given such as beans, flax and hemp, and, more important throughout the area, hay.

TABLE 86

LAND GRANTS IN THE CHRISTIE SEIGNEURIES, UPPER RICHELIEU VALLEY:  
SURVEYORS NAMED WITH CONCESSIONS SURVEYED AND YEARS OF SURVEYS

OBS	NAME	MAP ID	YRSVY	COUNT
1	UNKNOWN			
2	PENoyer, J	303	1796	1
3	WATSON, S Z	103	1801	1
4	WATSON, S Z	201	1805	1
5	WATSON, S Z	401	1800	1
6	WATSON, S Z	401	1801	3
7	WATSON, S Z	403	1800	3
8	WATSON, S Z	403	1801	15
9	WATSON, S Z	404		1
10	WATSON, S Z	404	1799	1
11	WATSON, S Z	404	1800	3
12	WATSON, S Z	404	1804	6
13	WATSON, S Z	406		1
14	WATSON, S Z	406	1800	2
15	WATSON, S Z	406	1801	3
16	WATSON, S Z	410		1
17	WATSON, S Z	410	1801	9
18	WATSON, S Z	410	1805	1
19	WATSON, S Z	427	1801	4
20	WATSON, S Z	428	1800	1
21	WATSON, S Z	428	1801	2
22	WATSON, S Z	432	1798	1
23	WATSON, S Z	434	1800	14
24	WATSON, S Z	434	1801	7
25	WATSON, S Z	502	1801	1
26	WATSON, S Z	504	1801	1
27	WATSON, S Z	507		3
28	WATSON, S Z	507	1801	4
29	WATSON, S Z	508	1801	6
30	WATSON, S Z	510		1
31	WATSON, S Z	514		2
32	WATSON, S Z	515	1801	1
33	WATSON, S Z	523	1804	1
34	WHITMAN, J		1801	1
35	WHITMAN, J		1815	1
36	WHITMAN, J		1826	1
37	WHITMAN, J	104	1800	5
38	WHITMAN, J	104	1801	16
39	WHITMAN, J	105	1801	11
40	WHITMAN, J	206	1820	1
41	WHITMAN, J	302	1801	3
42	WHITMAN, J	303	1809	1
43	WHITMAN, J	303	1818	1
44	WHITMAN, J	305	1801	4
45	WHITMAN, J	401	1816	2
46	WHITMAN, J	401	1817	1
47	WHITMAN, J	403		1
48	WHITMAN, J	403	1801	1
49	WHITMAN, J	403	1817	1
50	WHITMAN, J	403	1824	7
51	WHITMAN, J	416	1816	1
52	WHITMAN, J	418	1818	2
53	WHITMAN, J	418	1817	1
54	WHITMAN, J	422	1819	1
55	WHITMAN, J	423	1819	2
56	WHITMAN, J	429	1816	1
57	WHITMAN, J	434	1815	4
58	WHITMAN, J	500	1807	2
59	WHITMAN, J	512	1815	1
60	WHITMAN, J	513	1806	1
61	WHITMAN, J	513	1806	1
62	WHITMAN, J	518	1819	3
63	WHITMAN, J	518	1819	2
64	WHITMAN, J	520	1818	5
65	WHITMAN, J	522	1817	1
66	WHITMAN, J	530	1819	1
67	WHITMAN, J	535	1816	1
68	WESTOVER, S		1817	2

Table 86, continued

LAND GRANTS IN THE CHRISTIE SEIGNEURIES, UPPER RICHELIEU VALLEY:  
SURVEYORS NAMED WITH CONCESSIONS SURVEYED AND YEARS OF SURVEYS

OBS	NAME	MAP ID	YRSVY	COUNT
69	WESTOVER, S		1818	2
70	WESTOVER, S	105	1818	4
71	WESTOVER, S	202	1817	2
72	WESTOVER, S	205	1817	1
73	WESTOVER, S	205	1818	1
74	WESTOVER, S	206	1820	1
75	WESTOVER, S	223	1817	2
76	WESTOVER, S	226	1817	1
77	WESTOVER, S	331	1818	1
78	WESTOVER, S	332	1818	2
79	STEPHENSON, A.	111	1818	1
80	STEPHENSON, A.	111	1819	18
81	STEPHENSON, A.	112	1819	32
82	STEPHENSON, A.	211	1819	8
83	STEPHENSON, A.	212		1
84	STEPHENSON, A.	212	1819	9
85	WARNER, SETH	208	1820	3
86	WARNER, SETH	209	1820	1
87	WARNER, SETH	310	1820	1
88	WARNER, SETH	213	1831	1
89	WINGATE, JOHN	424	1820	1
90	WINGATE, JOHN	425	1820	1
91	WINGATE, JOHN	425	1821	1
92	WINGATE, JOHN	426	1820	1
93	WINGATE, JOHN	431	1820	1
94	WINGATE, JOHN	517	1821	3
95	WINGATE, JOHN	518	1820	2
96	WINGATE, JOHN	525	1820	2
97	WINGATE, JOHN	531	1821	2
98	WINGATE, JOHN	533	1821	1
99	BINGHAM, S	106	1820	3
100	BINGHAM, S	107	1821	5
101	LIVINGSTON, D.	108	1825	1
102	LIVINGSTON, D.	109	1826	2
103	COREY, HIRAM	103	1835	1
104	COREY, HIRAM	316	1835	1
105	COREY, HIRAM	425	1842	3
106	COREY, HIRAM	429		1
107	MCCALLUM, D		1836	1
108	VAUGHAN, A.	319	1838	1

TABLE 87

LAND GRANTS IN THE CHRISTIE SEIGNEURIES, UPPER RICHELIEU VALLEY  
 FREQUENCY TABLE OF SURVEYORS NAMED IN THE DEEDS OF CONCESSION  
 AND YEAR OF SURVEYS

NAME	YRSVY	FREQUENCY	CUM FREQ	PERCENT	CUM PERCENT
BINGHAM, S	1820	3	3	0.987	0.987
BINGHAM, S	1821	3	6	1.645	2.632
COREY, HIRAM		1			
COREY, HIRAM	1835	2	10	0.658	3.290
COREY, HIRAM	1842	3	13	0.987	4.276
LIVINGSTON, D.	1825	1	14	0.329	4.605
LIVINGSTON, D.	1826	2	16	0.658	5.263
MCCALLUM, D.	1836	1	17	0.329	5.592
PENDYER, J.	1796	1	18	0.329	5.921
STEPHENSON, A		1			
STEPHENSON, A	1818	1	19	0.329	6.250
STEPHENSON, A	1819	67	86	22.039	28.289
VAUGHAN, A.	1838	1	87	0.329	28.618
WARNER, SETH	1820	5	92	1.645	30.263
WARNER, SETH	1831	1	93	0.329	30.592
WATSON, S. Z.		1			
WATSON, S. Z.	1798	1	94	0.329	30.921
WATSON, S. Z.	1799	1	95	0.329	31.250
WATSON, S. Z.	1800	24	119	7.845	39.145
WATSON, S. Z.	1801	57	176	18.750	57.895
WATSON, S. Z.	1804	7	183	2.303	60.197
WATSON, S. Z.	1805	2	185	0.658	60.855
WESTOVER, S.	1817	8	193	2.632	63.487
WESTOVER, S.	1818	10	203	3.289	66.776
WESTOVER, S.	1820	1	204	0.329	67.105
WHITMAN, J.		1			
WHITMAN, J.	1800	5	209	1.645	68.750
WHITMAN, J.	1801	36	245	11.842	80.592
WHITMAN, J.	1809	1	246	0.329	80.921
WHITMAN, J.	1815	5	251	1.645	82.566
WHITMAN, J.	1816	6	257	1.974	84.540
WHITMAN, J.	1817	4	261	1.316	85.856
WHITMAN, J.	1818	6	267	1.974	87.830
WHITMAN, J.	1819	7	274	2.303	90.133
WHITMAN, J.	1820	1	275	0.329	90.461
WHITMAN, J.	1824	7	282	2.303	92.763
WHITMAN, J.	1826	2	284	0.658	93.421
WHITMAN, J.	1827	2	286	0.658	94.079
WHITMAN, J.	1828	1	287	0.329	94.408
WHITMAN, J.	1828	1	288	0.329	94.737
WINGATE, JOHN	1820	9	297	2.951	97.687
WINGATE, JOHN	1821	7	304	2.303	100.000

TABLE 88

LAND GRANTS IN THE CHRISTIE SEIGNEURIES, UPPER RICHELIEU VALLEY  
 CONCESSIONS WITH UNCONCEDED OR UNSURVEYED LAND TO THE REAR

MAP ID	BD	Y	FREQUENCY
	UNSURVEYED	1818	1
	UNCONCEDED	1820	1
	UNCONCEDED	1823	1
	UNCONCEDED	1830	1
101	UNCONCEDED	1785	1
103	UNCONCEDED	1801	2
103	UNCONCEDED	1807	1
104	UNCONCEDED	1801	11
105	UNCONCEDED	1801	7
105	UNCONCEDED	1825	1
107	UNCONCEDED	1822	6
108	UNCONCEDED	1826	1
109	UNCONCEDED	1836	1
111	UNCONCEDED	1819	1
111	UNCONCEDED	1820	4
111	UNCONCEDED	1821	3
111	UNCONCEDED	1822	3
111	UNCONCEDED	1824	1
111	UNCONCEDED	1825	3
111	UNCONCEDED	1826	3
111	UNCONCEDED	1832	2
111	UNCONCEDED	1833	1
111	UNCONCEDED	1841	1
112	UNSURVEYED	1822	1
112	UNSURVEYED	1834	1
112	UNCONCEDED	1820	2
112	UNCONCEDED	1821	6
112	UNCONCEDED	1822	1
112	UNCONCEDED	1823	7
112	UNCONCEDED	1824	1
112	UNCONCEDED	1825	2
112	UNCONCEDED	1826	4
112	UNCONCEDED	1827	1
112	UNCONCEDED	1827	1
201	UNSURVEYED	1818	1
201	UNCONCEDED	1792	1
201	UNCONCEDED	1817	2
202	UNSURVEYED	1818	1
202	UNCONCEDED	1817	1
202	UNCONCEDED	1818	3
202	UNCONCEDED	1819	1
210	UNSURVEYED	1821	2
211	UNCONCEDED	1819	2
211	UNCONCEDED	1820	6
211	UNCONCEDED	1822	1
212	UNCONCEDED		1
212	UNCONCEDED	1820	9
311	UNSURVEYED	1822	1
315	UNCONCEDED	1830	1
319	UNSURVEYED	1819	1
323	UNCONCEDED	1819	1
326	UNSURVEYED	1818	1
331	UNCONCEDED	1819	1
332	UNCONCEDED	1819	1
401	UNCONCEDED	1801	6

TABLE 88, continued

LAND GRANTS IN THE CHRISTIE SEIGNEURIES, UPPER RICHELIEU VALLEY  
 CONCESSIONS WITH UNCONCEDED OR UNSURVEYED LAND TO THE REAR

MAPID	BD	Y	FREQUENCY
403	UNCONCEDED	1801	25
404	UNCONCEDED	1801	1
405	UNCONCEDED	1797	10
405	UNCONCEDED	1798	1
405	UNCONCEDED	1801	1
405	UNCONCEDED	1817	1
406	UNCONCEDED	1801	10
406	UNCONCEDED	1802	1
406	UNCONCEDED	1819	1
410	UNCONCEDED	1801	10
410	UNCONCEDED	1802	4
410	UNCONCEDED	1805	1
416	UNCONCEDED	1819	1
416	UNCONCEDED	1820	1
416	UNCONCEDED	1821	1
416	UNCONCEDED	1830	1
417	UNCONCEDED	1830	1
419	UNCONCEDED	1818	1
421	UNCONCEDED	1821	1
422	UNCONCEDED	1820	1
423	UNCONCEDED	1820	3
424	UNCONCEDED	1822	2
424	UNCONCEDED	1836	1
425	UNCONCEDED	1821	1
427	UNCONCEDED	1801	4
428	UNCONCEDED	1801	6
428	UNCONCEDED	1816	1
428	UNCONCEDED	1818	1
430	UNSURVEYED	1819	1
430	UNCONCEDED	1820	1
431	UNCONCEDED	1843	1
434	UNSURVEYED	1801	8
434	UNSURVEYED	1816	3
434	UNSURVEYED	1817	1
434	UNCONCEDED	1801	10
502	UNCONCEDED	1783	1
504	UNCONCEDED	1785	1
512	UNSURVEYED	1792	3
512	UNSURVEYED	1816	1
518	UNCONCEDED	1821	3
518	UNCONCEDED	1822	1
518	UNCONCEDED	1823	1
519	UNCONCEDED	1816	1
526	UNCONCEDED	1822	1
531	UNCONCEDED	1822	2
531	UNCONCEDED	1836	1



TABLE 89

FREQUENCY DISTRIBUTION OF THE SIZE OF PARCELS GRANTED IN ARPENTS

AREA	FREQUENCY	CUM FREQ	PERCENT	CUM PERCENT
	20			
11	3	3	0.330	0.330
16	1	4	0.110	0.440
19	3	7	0.330	0.769
20	2	9	0.220	0.989
21	1	10	0.110	1.099
23	2	12	0.220	1.319
24	2	14	0.220	1.538
25	1	15	0.110	1.648
26	2	17	0.220	1.868
27	1	18	0.110	1.978
28	2	20	0.220	2.198
30	1	21	0.110	2.308
32	1	22	0.110	2.418
33	1	23	0.110	2.527
34	1	24	0.110	2.637
35	5	29	0.549	3.187
36	1	30	0.110	3.297
37	3	33	0.330	3.626
38	1	34	0.110	3.736
39	1	35	0.110	3.846
41	1	36	0.110	3.956
42	3	39	0.330	4.286
43	3	42	0.330	4.615
44	2	44	0.220	4.835
45	4	48	0.440	5.275
46	4	52	0.440	5.714
47	1	53	0.110	5.824
48	1	54	0.110	5.934
49	1	55	0.110	6.044
50	3	57	0.220	6.264
51	3	60	0.330	6.593
52	3	63	0.549	7.143
54	1	66	0.110	7.253
55	2	68	0.220	7.473
56	14	82	16.044	23.516
57	2	84	0.220	23.736
58	4	88	0.440	24.176
59	3	91	0.330	24.505
60	14	105	1.538	26.044
61	1	106	0.110	26.154
62	5	111	0.549	26.703
63	1	112	0.110	26.813
64	3	115	0.330	27.143
65	2	117	0.220	27.363
68	2	119	0.220	27.582
70	2	121	0.220	27.802
71	1	122	0.110	27.912
72	2	124	0.220	28.132
73	1	125	0.110	28.242
74	1	126	0.110	28.352
75	3	129	0.330	28.681
76	1	130	0.110	28.791
79	4	134	0.440	29.231
80	1	135	0.110	29.341
81	1	136	0.110	29.451
84	4	140	0.440	29.890
85	2	142	0.220	30.110
88	3	145	0.330	30.440
89	3	148	0.330	30.769
90	5	153	0.549	31.319

TABLE 89, continued

FREQUENCY DISTRIBUTION OF THE SIZE OF PARCELS GRANTED IN ARPENTS

AREA	FREQUENCY	CUM FREQ	PERCENT	CUM PERCENT
91	2	287	0.220	31.538
92	2	289	0.220	31.758
94	1	290	0.110	31.868
95	1	292	0.220	32.088
96	8	300	0.879	32.967
97	2	302	0.220	33.187
98	2	304	0.220	33.407
99	2	306	0.220	33.626
100	5	311	0.549	34.176
102	1	312	0.110	34.286
104	6	318	0.659	34.945
105	1	319	0.110	35.055
106	4	323	0.440	35.495
107	1	324	0.110	35.604
108	3	327	0.330	35.934
109	1	328	0.110	36.044
110	2	330	0.220	36.264
111	2	332	0.220	36.484
112	39	731	43.846	80.330
113	5	736	0.549	80.879
114	7	743	0.769	81.648
115	3	746	0.330	81.978
116	5	751	0.549	82.527
117	2	753	0.220	82.747
119	1	754	0.110	82.857
120	1	763	0.989	83.846
121	1	764	0.110	83.956
122	3	767	0.330	84.286
124	4	771	0.440	84.725
125	1	772	0.110	84.835
126	1	773	0.110	84.945
127	1	774	0.110	85.055
128	1	783	0.989	86.044
129	3	786	0.330	86.374
130	2	788	0.220	86.593
131	1	789	0.110	86.703
132	1	790	0.110	86.813
133	1	791	0.110	86.923
135	1	792	0.110	87.033
137	1	793	0.110	87.143
138	1	794	0.110	87.253
140	1	803	0.989	88.242
142	1	804	0.110	88.352
145	1	805	0.110	88.462
146	2	807	0.220	88.681
148	3	810	0.330	89.011
149	1	811	0.110	89.121
153	2	813	0.220	89.341
156	1	814	0.110	89.451
157	2	816	0.220	89.670
160	4	820	0.440	90.110
161	1	821	0.110	90.220
162	5	826	0.549	90.769
164	2	828	0.220	90.989
169	8	836	0.879	91.868
170	1	837	0.110	91.978
171	1	838	0.110	92.088
174	1	839	0.110	92.198
177	1	840	0.110	92.308
181	1	841	0.110	92.418
184	1	842	0.110	92.527
193	1	843	0.110	92.637

TABLE 89, continued

FREQUENCY DISTRIBUTION OF THE SIZE OF PARCELS GRANTED IN ARPENTS

AREA	FREQUENCY	CUM FREQ	PERCENT	CUM PERCENT
196	1	844	0.110	92.747
199	1	845	0.110	92.857
204	1	846	0.110	92.967
205	1	847	0.110	93.077
224	40	887	4.396	97.473
228	1	888	0.110	97.582
237	1	889	0.110	97.692
240	1	890	0.110	97.802
248	1	891	0.110	97.912
305	1	892	0.110	98.022
306	1	893	0.110	98.132
336	5	898	0.549	98.681
369	1	899	0.110	98.791
372	1	900	0.110	98.901
448	3	903	0.330	99.231
521	1	904	0.110	99.341
530	1	905	0.110	99.451
560	1	906	0.110	99.560
634	1	907	0.110	99.670
644	1	908	0.110	99.780
785	1	909	0.110	99.890
963	1	910	0.110	100.000

TABLE 90

THE AREA OF PARCELS GRANTED IN THE CHRISTIE SEIGNEURIES:  
AREA OF LAND GRANTED BY ADMINISTRATION IN EACH CONCESSION

THE CHRISTIE SEIGNEURIES IN THE UPPER RICHELIEU VALLEY

MAP ID	SA	FREQUENCY	CUM FREQ	PERCENT	CUM PERCENT
	00	193.8			
	03	1927.3			
	03	169.4			
101	10	457	457	0.469	0.469
103	00	384.4	841.4	0.394	0.863
103	00	68	909.4	0.070	0.933
104	00	2925.9	3834.9	3.001	3.934
104	00	121.8	3956.7	0.125	4.058
105	00	1300.8	5257.5	1.334	5.393
105	00	1031.8	6289.3	1.058	6.451
105	40	274.4	6563.7	0.281	6.733
106	00	672	7235.7	0.689	7.422
107	00	835.8	8071.5	0.857	8.279
108	00	634.2	8705.7	0.651	8.930
109	00	236.6	8942.3	0.243	9.172
109	00	146.3	9088.6	0.150	9.322
111	00	3593.2	12681.8	3.686	13.008
111	00	22.4	12905.8	0.230	13.238
111	40	177.8	13083.6	0.182	13.420
112	00	33			
112	00	3304	16387.6	3.389	16.809
112	00	278.2	16665.8	0.285	17.095
113	40	160.7	16846.5	0.185	17.280
201	10	112	16958.5	0.115	17.395
201	00	1576.8	18535.3	1.740	19.135
202	00	2029.1	20984.4	2.389	21.524
203	00	292	21276.4	0.300	21.824
204	00	421.5	21697.9	0.432	22.256
205	00	276	21973.9	0.283	22.539
206	00	112	22085.9	0.115	22.654
207	00	112	22197.9	0.115	22.769
208	00	316.6	22514.5	0.325	23.094
208	00	102	22616.5	0.105	23.198
208	00	688	23304.5	0.706	23.904
208	00	102.4	23406.9	0.105	24.009
208	40	146	23552.9	0.150	24.159
209	00	620	24172.9	0.636	24.795
209	40	62	24234.9	0.064	24.858
210	00	455	24689.9	0.467	25.325
211	00	925.6	25615.5	0.949	26.274
212	00	1456	27071.5	1.493	27.768
213	00	368.6	27440.1	0.378	28.146
302	10	451	27891.1	0.463	28.609
302	00	269.8	28160.9	0.277	28.885
303	10	222	28382.9	0.228	29.113
303	00	87.6	28470.5	0.090	29.203
303	00	336	28806.5	0.345	29.548
304	10	135	28941.5	0.138	29.686
304	00	448	29389.5	0.460	30.146
305	10	471.5	29861	0.484	30.629
305	00	672	30533	0.689	31.318
305	00	280	30813	0.287	31.606
307	00	392	31205	0.402	32.008
308	00	312.1	31517.1	0.320	32.328

TABLE 90, continued

THE CHRISTIE SEIGNEURIES IN THE UPPER RICHELIEU VALLEY

MAP ID	S	FREQUENCY	CUM FREQ.	PERCENT	CUM PERCENT
008	000	112	31629	0.115	32.443
008	000	120	31759	0.134	32.576
010	100	510	32269	0.523	33.099
010	000	112	32381	0.115	33.214
011	000	336	32717	0.345	33.559
012	000	512	33230	0.526	34.085
013	000	899	33318	0.091	34.176
015	000	24.4	33403	0.087	34.262
016	000	203	33507	0.209	34.472
017	000	805	34412	0.826	35.297
019	000	168	34580	0.172	35.470
019	000	101	34771	0.196	35.666
020	000	448	35219	0.460	36.125
020	000	784	36003	0.804	36.930
020	000	229	36231	0.234	37.164
020	000	75	36306	0.077	37.241
020	000	95.6	36402	0.098	37.339
020	000	465.8	36868	0.478	37.817
020	000	448	37316	0.460	38.276
020	000	224	37540	0.230	38.506
020	000	1347.5	38887	1.382	39.888
020	000	560	39447	0.574	40.462
020	000	226.3	39673	0.232	40.695
020	000	335	40008	0.344	41.038
020	000	160	40168	0.164	41.202
401	000	58	40226	0.059	41.261
401	000	980.5	41207	1.006	42.267
401	000	389.9	41597	0.400	42.667
403	000	2238.9	43836	2.296	44.964
403	000	605.599	44441	0.621	45.585
403	000	298.4	44740	0.306	45.891
403	000	26	44766	0.027	45.918
404	100	896	45662	0.919	46.837
404	000	1344	47006	1.379	48.215
404	000	840	47846	0.862	49.077
405	100	1232	49078	1.264	50.341
405	000	560	49638	0.574	50.915
405	000	168	49806	0.172	51.088
405	000	2399.5	52205	2.461	53.549
406	000	1747.9	53953	1.793	55.342
406	000	224	54177	0.230	55.571
406	000	2688	56865	2.757	58.329
410	000	784	57649	0.804	59.133
410	000	392	58041	0.402	59.535
410	000	336	58377	0.345	59.879
411	000	98	58475	0.101	59.980
412	000	192.8	58668	0.198	60.178
412	000	554	59222	0.568	60.746
415	000	168	59390	0.172	60.918
415	000	372	59962	0.587	61.505
417	000	224	60186	0.230	61.735
418	000	967.6	61154	0.992	62.727
419	000	96	61250	0.098	62.826
419	000	116	61366	0.119	62.945
420	000	1120	62486	1.149	64.094

TABLE 90, continued

THE CHRISTIE SEIGNEURIES IN THE UPPER RICHELIEU VALLEY

MAP ID	SA	FREQUENCY	CUM FREQ	PERCENT	CUM PERCENT
421		112			
421	21	224	62710	0.230	64.323
421	22	235	62945	0.241	64.565
422	22	963	63908	0.258	65.552
422	23	1007	64917	0.035	66.588
424	23	336	65253	0.245	66.932
424	24	286	65539	0.293	67.226
425	23	193	65732	0.198	67.424
425	24	192	65924	0.197	67.620
426	23	268	66192	0.275	67.895
426	24	66	66258	0.068	67.963
427	23	336	66594	0.345	68.308
428	20	616	67210	0.632	68.940
428	21	152	67362	0.156	69.095
429	20	160	67522	0.164	69.260
429	21	400	67922	0.410	69.670
430	22	392	68314	0.402	70.072
431	22	73	68387	0.075	70.147
431	23	160	68547	0.164	70.311
432	20	116.6	68664	0.120	70.431
434	20	2426	71090	2.488	72.919
434	21	112	71202	0.115	73.034
434	22	536.7	71738	0.551	73.584
502	10	448	72186	0.460	74.044
502	20	202	72388	0.207	74.251
502	21	88	72476	0.090	74.341
502	22	364	72840	0.373	74.715
504		95.2			
504	10	784	73624	0.804	75.519
504	20	95.2	73720	0.098	75.617
505	10	1708	75428	1.752	77.368
506	10	1484	76912	1.522	78.891
506	22	112	77024	0.115	79.006
507	10	140	77164	0.144	79.149
507	20	784	77948	0.804	79.953
507	22	784	78732	0.804	80.757
508	20	672	79404	0.689	81.447
508	22	1036	80440	1.063	82.509
509	20	112	80552	0.115	82.624
509	21	1512	82064	1.551	84.175
509	22	224	82288	0.230	84.405
510	10	1596	83884	1.637	86.042
510	20	112	83996	0.115	86.157
510	22	336	84332	0.345	86.502
511	10	1484	85816	1.522	88.024
511	22	112	85928	0.115	88.139
512	10	336	86264	0.345	88.483
512	20	112	86376	0.115	88.598
512	21	200	86576	0.205	88.803
513		56			
513	21	336	86912	0.345	89.148
513	22	392	87304	0.402	89.550
514	20	672	87976	0.689	90.239
515		112			
515	20	112	88088	0.115	90.354

TABLE 90, continued

THE CHRISTIE SEIGNEURIES IN THE UPPER RICHELIEU VALLEY

MAP ID	SS	FREQUENCY	CUM FREQ	PERCENT	CUM PERCENT
515		560	88648	0.574	90.929
516		448	89096	0.460	91.388
517		784	89880	0.804	92.192
518		657.699	90537.7	0.675	92.867
519		41.5	90579.2	0.043	92.909
519		513	91092.3	0.526	93.436
519		58	91150.2	0.059	93.495
520		923.7	92073.9	0.947	94.443
520		108.2	92182.1	0.111	94.554
523		224	92406.1	0.230	94.783
523		112	92518.1	0.115	94.898
524		1120	93638.1	1.149	96.047
524		112	93750.1	0.115	96.162
525		112			
525		1165.1	94915.2	1.195	97.357
526		358	95273.2	0.362	97.719
526		68	95341.2	0.070	97.789
530		57.6	95398.8	0.059	97.848
530		57.6	95456.4	0.059	97.907
531		744	96199.4	0.763	98.670
531		224	96419.4	0.230	98.900
533		104	96523.4	0.107	99.007
533		44.8	96568.2	0.046	99.053
534		56.4	96624.6	0.058	99.110
535		755.3	97379.9	0.775	99.885
535		112	97491.9	0.115	100.000

TABLE 91

THE CHRISTIE SEIGNEURIES IN THE UPPER RICHELIEU VALLEY  
 DISTRIBUTION OF GRANTS IN ARPENTS BY LANGUAGE OF THE CENSITAIRE

MAPID	LG	FREQUENCY	CUM FREQ	PERCENT	CUM PERCENT
		286.7			
		2503.8			
101	F	286	286	0.292	0.292
101	F	171	457	0.174	0.466
103	F	180	637	0.184	0.650
103	F	272.4	909.4	0.278	0.928
104	F	121.8	1031.2	0.124	1.052
104	U	2778.5	3809.7	2.835	3.887
104	U	147	3956.7	0.150	4.037
105	F	757.4	4714.1	0.773	4.810
105	F	1303.6	6517.7	1.840	6.650
105	U	46	6563.7	0.047	6.697
106	F	672	7235.7	0.686	7.382
107	F	835.8	8071.5	0.852	8.235
108	F	634.2	8705.7	0.647	8.882
109	F	146.3	8852	0.149	9.032
109	U	236.6	9088.6	0.241	9.273
111	F	2697.8	11786.4	2.753	12.025
111	F	1073.2	12859.6	1.095	13.120
111	U	224	13083.6	0.229	13.349
112	F	3111.2	16194.8	3.174	16.523
112	F	504	16698.8	0.514	17.037
113	F	180.7	16879.5	0.184	17.222
201	F	1378	18257.5	1.406	18.628
201	F	430.8	18688.3	0.440	19.067
202	F	858.8	19547.1	0.876	19.944
202	F	1470.3	21017.4	1.500	21.444
203	F	292	21309.4	0.298	21.742
204	F	421.5	21730.9	0.430	22.172
205	F	112	21842.9	0.114	22.286
205	F	164	22006.9	0.167	22.453
206	F	112	22118.9	0.114	22.568
206	F	112	22230.9	0.114	22.682
207	F	316.6	22547.5	0.323	23.005
208	F	886	23433.5	0.904	23.909
208	F	50	23483.5	0.051	23.960
208	U	102.4	23585.9	0.104	24.064
209	F	496	24081.9	0.506	24.570
209	F	186	24267.9	0.190	24.760
210	F	455	24722.9	0.464	25.224
211	F	336	25058.9	0.343	25.567
211	F	533.6	25592.5	0.544	26.112
211	U	56	25648.5	0.057	26.169
212	F	224	25872.5	0.229	26.397
212	F	1232	27104.5	1.257	27.654
213	F	368.6	27473.1	0.376	28.030
302	F	720.8	28193.9	0.735	28.766
303	F	421.6	28615.5	0.430	29.196
303	F	224	28839.5	0.229	29.424
304	F	471	29310.5	0.481	29.905
304	F	112	29422.5	0.114	30.019
305	F	1423.5	30846	1.452	31.472
307	F	392	31238	0.400	31.872
308	F	424.1	31662.1	0.433	32.304



TABLE 91, continued

THE CHRISTIE SEIGNEURIES IN THE UPPER RICHELIEU VALLEY  
DISTRIBUTION OF GRANTS IN ARPENTS BY LANGUAGE OF THE CENSITAIRE

MAPID	LG	FREQUENCY	CUM FREQ	PERCENT	CUM PERCENT
309	F	130.2	31792.3	0.133	3.437
310	F	622	32414.3	0.635	3.072
311	F	335	32750.3	0.343	3.415
312	F	512.899	33263.2	0.523	3.938
313	F	88.5	33351.7	0.090	3.4029
315	F	84.4	33436.1	0.086	3.4114
316	F	203.9	33640	0.208	3.4322
317	F	605	34445	0.621	3.5144
319	F	247.3	34692.3	0.252	3.5396
319	F	112	34804.3	0.114	3.5510
322	F	448	35252.3	0.457	3.5967
323	F	448	35700.3	0.457	3.6424
323	F	336	36036.3	0.343	3.6767
323	F	228.4	36264.7	0.233	3.7000
325	F	75	36339.7	0.077	3.7077
325	F	95.6	36435.3	0.098	3.7174
327	F	465.8	36901.1	0.475	3.7650
328	F	448	37349.1	0.457	3.8107
330	F	224	37573.1	0.229	3.8335
331	F	1074	38647.1	1.096	3.9431
331	F	273.5	38920.6	0.279	3.9710
332	F	674.3	39594.9	0.688	4.0398
332	F	112	39706.9	0.114	4.0512
333	F	335	40041.9	0.342	4.0854
334	F	160	40201.9	0.163	4.1017
401	F	1428.4	41630.3	1.457	4.2475
403	F	3127.3	44757.6	3.191	4.5665
403	F	41.6	44799.2	0.042	4.5706
404	F	2968	47767.2	3.028	4.8736
404	F	112	47879.2	0.114	4.8950
405	F	56	47935.2	0.057	4.8907
405	F	3743.5	51678.7	3.819	5.2727
405	F	560	52238.7	0.571	5.3298
405	F	318.4	52557.1	0.325	5.3623
405	F	4285.5	56842.6	4.372	5.7945
406	F	56	56898.6	0.057	5.8053
410	F	1512	58410.6	1.543	5.9595
411	F	98	58508.6	0.100	5.9695
412	F	324	58832.6	0.331	6.0026
412	F	422.8	59255.4	0.431	6.0457
413	F	168	59423.4	0.171	6.0629
416	F	116	59539.4	0.118	6.0747
416	F	456	59995.4	0.465	6.1212
417	F	112	60107.4	0.114	6.1326
417	F	112	60219.4	0.114	6.1441
418	F	614.8	60834.2	0.627	6.2068
418	F	352.8	61187	0.350	6.2428
419	F	116	61303	0.118	6.2546
419	F	96	61399	0.098	6.2644
420	F	1120	62519	1.143	6.3787
421	F	571.2	63090.2	0.583	6.4370
422	F	963.1	64053.3	0.983	6.5352
423	F	56	64109.3	0.057	6.5410
423	F	953.2	65062.5	0.973	6.6382
424	F	336	65398.5	0.343	6.6725

TABLE 91, continued

THE CHRISTIE SEIGNEURIES IN THE UPPER RICHELIEU VALLEY  
 DISTRIBUTION OF GRANTS IN ARPENTS BY LANGUAGE OF THE CENSITAIRE

MAPID	LG	FREQUENCY	CUM FREQ	PERCENT	CUM PERCENT
424	T	286	65684	0.292	67.017
425	T	240	65924	0.245	67.262
425	T	89	66013	0.091	67.352
425	C	56	66069	0.057	67.410
426	T	128	66197	0.131	67.540
426	T	206	66403	0.210	67.750
427	T	280	66683	0.286	68.036
427	C	56	66739	0.057	68.093
428	T	768	67507	0.784	69.877
429	T	560	68067	0.571	69.448
430	T	224	68291	0.229	69.677
430	T	168	68459	0.171	69.848
431	T	233	68692	0.233	70.085
432	T	116.6	68809	0.119	70.205
434	T	360.7	69169	0.366	70.573
434	T	2602	71771	2.653	73.227
434	C	112	71883	0.114	73.342
502	T	678	72561	0.692	74.034
502	C	112	72673	0.114	74.148
502	C	312	72985	0.318	74.466
504	T	974.4	73960	0.994	75.460
505	T	1372	75332	1.400	76.860
505	C	336	75668	0.343	77.203
506	T	1596	77264	1.628	78.831
507	T	1428	78692	1.457	80.288
507	C	168	78860	0.171	80.460
507	C	112	78972	0.114	80.574
508	T	1708	80680	1.743	82.317
509	T	1848	82528	1.895	84.202
510	T	1820	84348	1.857	86.059
510	T	112	84460	0.114	86.173
510	C	112	84572	0.114	86.287
511	T	1596	86168	1.628	87.916
512	T	424	86592	0.433	88.348
512	C	224	86816	0.229	88.577
513	T	224	87040	0.229	88.806
513	T	560	87600	0.571	89.377
514	T	672	88272	0.686	90.063
515	T	784	89056	0.800	90.862
516	T	448	89504	0.457	91.320
517	T	112	89616	0.114	91.434
517	T	672	90288	0.686	92.119
518	T	358.6	90646	0.366	92.485
518	T	340.6	90987	0.348	92.833
519	T	168	91155	0.171	93.004
519	T	403	91558	0.411	93.415
520	T	923.7	92482	0.942	94.358
522	T	108.2	92590	0.110	94.468
523	T	336	92926	0.343	94.811
524	T	1120	94046	1.143	95.954
524	T	112	94158	0.114	96.068
525	T	690.1	94848	0.704	96.772
525	T	587	95435	0.599	97.371
526	T	224	95659	0.229	97.600
526	T	197	95856	0.201	97.801

TABLE 91, continued

THE CHRISTIE SEIGNEURIES IN THE UPPER RICHELIEU VALLEY  
 DISTRIBUTION OF GRANTS IN ARPENTS BY LANGUAGE OF THE CENSITAIRE

18

MAPID	LG	FREQUENCY	CUM FREQ	PERCENT	CUM PERCENT
530	F	115.2	95971.6	0.118	97.918
531		856	96827.6	0.873	98.791
531		112	96939.6	0.114	98.906
533	F	148.8	97088.4	0.152	99.058
534		56.4	97144.8	0.058	99.115
535	U	758.3	97903.1	0.774	99.889
535		109	98012.1	0.111	100.000

TABLE 92

## AREA GRANTED BY SEIGNEURY BY FIVE-YEAR PERIOD

THE CHRISTIE SEIGNEURIES, UPPER RICHELIEU VALLEY:

SY	YS	FREQUENCY
	U	
	1815-1819	64
BLEURY	1785-1789	286
BLEURY	1790-1794	171
BLEURY	1800-1804	4692.5
BLEURY	1805-1809	112
BLEURY	1815-1819	112
BLEURY	1820-1824	4989
BLEURY	1825-1829	4626
BLEURY	1830-1834	661.6
BLEURY	1835-1839	604.5
BLEURY	1840-1844	112
BLEURY	1845-1849	429.2
BLEURY	1850-1854	203.7
SABREVOIS		112
SABREVOIS	1790-1794	112
SABREVOIS	1815-1819	4184.2
SABREVOIS	1820-1824	4157.6
SABREVOIS	1825-1829	400
SABREVOIS	1830-1834	1117.4
SABREVOIS	1835-1839	112
SABREVOIS	1840-1844	102.4
SABREVOIS	1845-1849	96
SABREVOIS	1850-1854	112
NOYAN		23.5
NOYAN	1790-1794	750
NOYAN	1795-1799	1016
NOYAN	1800-1804	1029.4
NOYAN	1815-1819	5706
NOYAN	1820-1824	3958.6
NOYAN	1825-1829	56
NOYAN	1830-1834	107.4
NOYAN	1835-1839	915.4
NOYAN	1840-1844	79.3
DELERY	1790-1794	58
DELERY	1795-1799	2128
DELERY	1800-1804	13221.9
DELERY	1805-1809	360.8
DELERY	1815-1819	9873.29
DELERY	1820-1824	4347.5
DELERY	1825-1829	462
DELERY	1830-1834	697
DELERY	1835-1839	758
DELERY	1840-1844	694.4
DELERY	1845-1849	92
LACOLLE		57.6
LACOLLE	1785-1789	336
LACOLLE	1790-1794	3220
LACOLLE	1795-1799	4424
LACOLLE	1800-1804	3056.4
LACOLLE	1815-1819	5444.4
LACOLLE	1820-1824	6291.8
LACOLLE	1825-1829	1969.1
LACOLLE	1830-1834	56
LACOLLE	1835-1839	1417.4
LACOLLE	1840-1844	41.5
LACOLLE	1845-1849	44.8

TABLE 93

Date of Land Grants in Grande Ligne, Delery

III	II	I
04MAY1801	02MAR1797	no data
"	"	no data
04MAY1801	02MAR1797	no data
"	"	no data
04MAY1801	02MAR1797	no data
"	"	no data
04MAY1801	15MAR1797	no data
04MAY1801	"	no data
04MAY1801	15MAR1797	07JUN1800
"	"	"
04MAY1801	15MAR1797	no data
"	"	04MAY1801
04MAY1801	15MAR1797	05MAR1798
04MAY1801	"	"
04MAY1801	15MAR1797	05MAR1798
04MAY1801	"	"
04MAY1801	15MAR1797	05MAR1798
"	"	"
03JUL1801	23JUN1800	02MAR1801
"	23JUN1800	"
03JUL1801	15MAR1797	23JUN1800
"	"	"
"	06MAR1798	02MAR1801
"	"	02MAR1801
03JUL1801	no data	16JUN1800
"	no data	"
03JUL1801	03JUL1801	30MAR1830
"	"	no data
03JUL1801	05MAY1801	16JUN1800
"	"	"
14DEC1815	28SEP1801	16JUN1800
no data	"	"
03JUL1801	28SEP1801	05MAR1798
"	31AUG1801	"
20JUL1801	28JAN1817	05MAR1798
"	06OCT1817	"
06MAR1802	"	06MAR1798
"	"	"
"	"	05MAR1798

Table 93, continued

III	II	I
27FEB1819	"	06MAR1798
"	"	"
"	"	05MAR1816
"	"	02MAR1801
"	"	16JUN1800
"	07OCT1817	"
"	29JAN1817	23JUN1800
"	"	"
26OCT1819	14JUL1817	"
"	"	"
24MAR1819	"	"
"	23SEP1817	"
27MAR1819	"	15DEC1819
"	"	13DEC1815
18FEB1819	23SEP1817	04MAR1816
"	"	no data
05FEB1819	"	no data
"	23SEP1817	no data
"	23SEP1817	no data
"	23SEP1817	12DEC1815
23SEP1817	23SEP1817	no data
"	"	02APR1817
23SEP1817	23SEP1817	14DEC1815
"	23SEP1817	12DEC1815
23SEP1817	23SEP1817	10JUN1816
23SEP1817	23SEP1817	12DEC1815
06OCT1817	23SEP1817	"
06OCT1817	"	no data
23SEP1817	23SEP1817	11DEC1815
"	23SEP1817	12DEC1815
23SEP1817	23SEP1817	"
23SEP1817	"	12DEC1815
23SEP1817	23SEP1817	"
23SEP1817	"	"
23SEP1817	22SEP1817	"
"	23SEP1817	"
23SEP1817	23SEP1817	"
"	"	"
23SEP1817	23SEP1817	"
"	"	"
23SEP1817	22FEB1817	"
"	"	"
06OCT1817	"	"

TABLE 94

## Date of Land Grants in Lacolle South

IX	VIII	VII
07MAR1797	07MAR1797	23NOV1836
07MAR1797	07MAR1797	"
07MAR1797	07MAR1797	12MAR1819
07MAR1797	08JUL1823	12MAR 12MAR 1816 1816
07FEB1797	03JUL1801	" "
no data	11MAR1816	12MAR1816
07SEP1796	07MAR1797	12MAR1816
07MAR1797	12JUL1797	12MAR1816
07MAR1797	12JUL1797	" 11MAR 1816
10NOV1797	07FEB1797	" "
no data	12JUL1797	11MAR1816
12JUL1797	12JUL1797	"
13MAR1816	11MAR1816	12MAR1816
25DEC1798	07FEB1797	12MAR1816
07FEB1797	07FEB1797	20JUL1801

Table 94, Lacolle South, continued

VI	V	IV
05NOV1827	17MAR1820.	no data
"	31AUG1822	07FEB1797
"	10JUL1821	07FEB1797
13JUL1827	"	08SEP1796
"	11MAR1816	07FEB1797
22DEC1827	17JAN1821	08SEP1796
"	25AUG1823	09OCT1794
05FEB1818	08JUN1801	24JUL1794
08JUN1801	03JUL1801	19JUL1816
08JUN1801	03JUL1801	03SEP1790
08JUN1801	08JUN1801	"
08JUN1801	08JUN1801	"
08JUN1801	08JUN1801	03SEP1790
03JUL1801	03JUL1801	04SEP1790
20JUN1816	08OCT1792	07JAN1791



Table 94, Lacolle South, continued

III	II	I
19AUG1790	no data	21JUL 1823 no data
04SEP1790	no da.	09APR1788
04SEP1790	no data	"
04SEP1790	no data	03FEB1796
04SEP1790	11JUL1797	no data
04SEP1790	11JUL1797	18OCT1792
03SEP1790	08JUN1801	03JUL1801
03SEP1790	30SEP1801	no data
"	25JAN1797	08JUN1801
03SEP1790	25JAN1797	05FEB1823
"	25JAN1796	no data
25MAR1791	25JAN1797	21JUL1823
07JAN1791	25JAN1797	22JAN1802
25JUL1794	12JUL1797	02APR1817
03SEP1790	no data	01APR1817

TABLE 95

## Date of the Land Grants in Grande Ligne Bleury

SWGL	NWGL
14OCT1836	15APR1820
21OCT1829	15JAN1836
20OCT1829	
04APR1834	02OCT1821
05MAY1829	
01SEP1821	08MAY1822
02OCT1821	29JAN1821
	•
17SEP1821	•
04APR1834	01SEP1821
29MAR1823	04JAN1820
24MAR1823	15AUG1826
24MAR1823	15AUG1826
14SEP1821	NO DATA
10JAN1826	26DEC1823
NO DATA	•
11AUG1821	23SEP1820
"	18MAY1822
13JUN1825	20FEB1822
26SEP1838	NO DATA
NO DATA	24FEB1821
	18OCT1820
12APR1825	08FEB1833
	15MAR1832
16SEP1826	24AUG1825
01SEP1821	04JUN1829
26JUL1824	08OCT1825
07NOV1821	28FEB1826

TABLE 95, continued

SWGL	NEGL
06AUG1825	27NOV1832
24MAY1825	23JUN1854
23SEP1823	NO DATA
23SEP1823	04MAY1825
30AUG1826	22JUL1826
15FEB1825	09AUG1824
12OCT1826	07DEC1826
21OCT1823	07JAN1825
27OCT1823	"
09MAR1827	"
18APR1828	18MAR1825
18MAY1822	22MAR1826
NO DATA	"
22FEB1839	06OCT1820
NO DATA	06AUG1825
26NOV1827	NO DATA
	NO DATA
	18MAY1841
	NO DATA
	26OCT1853
	08DEC1819

TABLE 96

Names of the Censitaires in Grande Ligne Delery

III	II	I
Charles Sire	Louis Lemelin	no data
David Hebert	David Hebert	no data
Pre. Paul Sire	Jacques Hebert	no data
Pierre Beausoleil	Amable Lacroix	no data
Charles Beausoleil	Joseph Landry	no data
Pre Drossin Leblanc		Amable Provost
George Antoine	Jbte Bourk	no data
Louis Fontaine	Louis Lanoue	Alexis Belanger
Denis Tremblay	Pierre Gamache	Charles Fontaine
Pierre Fontaine	Francois Colombe	Jos. Destroismaisons
Jean Fontaine	Pierre Franeuf	Albain Gamache
Francois Pallin	Jbte Paradis	David Hebert
Elie Boisvin	Francois Lemelin	David Hebert
Louis Bouchard		Firmin Boudreau Sr
		Firmin Beaudreau Jr
NICOLAS MARTIN	no data	Pierre Landry
	no data	
Antoine Castonguay	Paul Lejeune	Gabriel Destroismaisons
Joseph Gregoire	Joseph Grenier	no data
Jbte Landry	Francois Charretier	Joseph Brun
no data		Louis Paquet
Joseph Richard	Charles Makier	Gabriel Destroismaisons
Stephen May	Louis Coulvette	
	Joseph Sire	David Sire
Stephen May	NICOLAS MARTIN	Louis Guerint
		Jean Marceaux
BASILE GIROUX		George Veber
		Pierre Surprenant
		Paul Sire
		Charles Sire
	Laurent Surprenant	CONSTANT CARTIER
	Jerome Girard	
BASILE GIROUX	CONSTANT CARTIER	

Table 96, Grande Ligne Delery, continued

III	II	I
Louis Senecal	Jbte Surprenant	
Pierre Robert		Francois Molleur Albert Patenaude
Pierre Robert	Etienne Labreque	Jbte Senecal no data
BASILE GIROUX		no data
	Joseph Surprenant	no data
	Theodore Bechard	no data
	Joseph Lanoue	Jbte Senecal
Francois Dageneau	Benony Comeau	no data Jbte Paradis
Antoine Raymond	Jacques Hebert	Francois Bissonnette
	Antoine Normandin	Michel Bourgeois
Joseph Marchant	Michel Bourgeois	Francois Hebert
Mathurin Barron	Francois Hebert	Joseph Roy
Joseph Hebert	Joseph Roy	
Bruneau Langlois		no data
Francois Lhemelin	Laurent Roy	Joseph Dupuis
	Joseph Dupuis	Francois Fortin
Pierre Surprenant	Francois Fortin	
Joseph Sicard		Joseph Roy
Francois Bourgeois	Joseph Roy	
Andre Comeau		
Benony Comeau	Hilaire Hebert	
	Joseph Hebert	
David Hebert	David Hebert	
Etienne Boudreau	David Sire	
Francois Bigonnesse		
Joseph Landry	Firmin Landry	
CONSTANT CARTIER	Louis Bigonnesse	
Louis Lhemelin	Francois Lafond	
Jbte Alexandre		

TABLE 97  
Names of the Censitaires in Lacolle South

IX	VIII	VII
Blackleach Emmes, J	Calkin, Samuel	Nye, Freeman & Bart
Warner, Trueman	Calkin, Seth	Nye, Freeman & Bart
Calkin, Samuel	Calkin, Asel	Mendell, Abijah
Judd, Joel	Scales, Thomas	David Richard
Hinkley, Isaac	Calkin, Elijah	Savage Riley
no data	Calkeu, Elisha	Pangman, Elisha
Wallis, John	White, Thomas	Savage, David
Squire, Nathaniel	Swan, Levy	Durkee, Andrew
Wallis, William	Swan, Abraham	Andrew Thomas
McDonald, John	Delong, Joseph	Durkee Boyd
no data	MacDonald, Sylvester	Wallis, John
Blackleach Emmes, Jo	Blackman, Ephraim	Wallis, John
Wilsie, Isaac	Wallis, William	Pember, Harvey
Ostrum, John	Wilsie, Isaac	Pangman, Luther
Norburn, John	Judd, Alexander	Eaton, Noah
VI	V	IV
Nye, Freeman & Bart	Lanoue, Jacob	no data
Nye, Freeman & Bart	Clark, James	Lewis, Samuel
Nye, Freeman & Bart	Wallis, John	ODELL, JAMES
Hoyle, Henry		Masten, Peter
Hoyle, Henry	Lanoue, Leon	ODELL, CHARLES
Corbin, Hosmer & Jos	Pryer-Perkins, Anna	Green, Jacob
Corbin, Hosmer & Jos	Perkins, John	Weldon, Edmund
Gordon, James	Savage, Gibson	Chatterton, Nath.
Peets, Samuel	Manning, Jacob	Manning, Jacob
Bullis, John	Farewell, Josiah	Manning, Jacob
Douglass, James	Curtis, Zarah	Manning, Jacob
Brown, Edward	Thomas, Erza	Manning, Jacob
Fox, Phinehas	Barmore, Mashel	Welding, Abraham
Bullis, Enock	Knight, Josiah	Welding, Edmund
Douglass, Jonathan	Wilse, William	Welding, Michel
III	II	I
Willse, Thomas	no data	no data
Brisbin, James	no data	M. Cook
Brisbin, Samuel	no data	MacKallum, Pierre
Robinson, John	no data	MacKallum, Pierre
Vanderbogart, J.	Jones, Joseph	Chesser, John
Lewis, James	Vermilyea, Peter	no data
Oastrum, Henry	Curtis, Zarah	Bell, Marguerite
ODELL, JOSEPH	Gordon, William	Wilson, Arthur
ODELL, JOSEPH	Vanhousen, John	no data
ODELL, JOSHUAH	Buskaruk, John	Menard, Pierre
ODELL, JOSHUAH	Sawyer, Joseph	Menard, Francois
Wittsea, Jacob	Stevens, Levi	no data
Willse, William	Delametter, John	Cameron, Allen
Lewis, Moris	White, Thomas	Brisbin, Patrick
ODELL, JOSEPH	no data	Oliver, Royal
		Bulles, John

TABLE 98

Names of the Censitaires: Grande Ligne Bleury

SWGL	NEGL
McCormick, John	Normandin, Janvier
Blier, Hugh	Clop, John
Thompson, Daniel	Jackson, Charles
McMullan, Daniel	Brady, Micheal
Thompson, Daniel	Cooper, Leslie
McMullan, Daniel	
Jackson, Charles	
McMullan, Alex.	
McMullan, Daniel	McMullan, Daniel
Devitt, Hugh	Boisvin, Antoine
Maulin, Enes W.	Drain, Alex. G.
McAuley, Richard	Cambridge, Archibald
Ferns, Henry	
Ratte, Germain	Hood, William
McIntire, Daniel	McGervy, Patrick
	Chail, George
Donaghy, John	Flanagin, James
Tramley, Peter	
	Grégoire, Denis
Barrret, Thomas	Grégoire, René
Keegan, Thomas	McIntyre, Daniel
McMullan, Daniel	McMullin, John
	Hyde, Thomas
Benoit Lyvernois, J.	McKeemond, Patrick
McLaughlin, Patrick	McKeemond, Patrick
	McKeemond, Patrick

TABLE 98, continued

NAME	NAME
Lynch, Bernard	Duffin, Henry
Borbridge, William	Choinière, Louis
Bunker, Elizabeth	Piedalu, Hubert
Demers, Jean	McKeemon, Patrick
McCarty, John	Cochran, William
Addy, William	BOURASSA, SOPHIE
Bower, Richard	Choquet, François
Dunn, Mathew	
Byrne, Thomas	
Tramley, Peter	
Surprenant, Pierre	Mailloux, Antoine
Smith, Samuel	McKeemon, Patrick
Kinehan, James	Henry, Robert
	Lynch, Bernard
	McCormack, Michael
	Magivarey, Margaret
	-----
	-----
	Strahan, J.-B.



TABLE 99

Cens et Rentes Payable and in Arrears in the 1st Concession Sabrevois for 1845-1848 from the "Abstract" of 1848, Showing the Estimated Area of Each Lot and Comparing the Rate of TCR (in pence per 112 A.) Calculated from the "Abstract" with that in the Cadastre abrégés

(A) Lot No. (a)	(B) Area Est.	(C) Arrears	(D) TCR/yr Abstr	(E) TCR/yr Cad abr.	(F) TCR/112 Abstr	(G) TCR/112 Cad abr.
1, 2	107	n.d.	n.d.	488		
3, 4	108	0	462	492	479	511
5	55	237	237	256	483	510
6	55	0	237	256	483	521
7, 8	112	480	480	510	480	521
9, 10	108	0	452	492	469	510
h-11	54	492	246	246	510	510
h-11	54	0	246	246	510	510
h-12	56	233	233	255	466	510
h-12	56	698	233	255	466	510
h-13	56	255	255	255	510	510
h-13	56	765	255	255	510	510
h-14	56	255	255	255	510	510
h-14	56	510	255	255	510	510
15	112	456	456	510	456	510
h-16	48	199	199	217	464	510
h-16	56	228	228	255	456	506
17	112	510	510	510	510	510
h-18	56	765	255	255	510	510
h-18, 19	765	1940	747	765	109	510
20	112	1530	510	510	510	112
21	112	1530	510	510	510	510
h-22	56	765	255	255	510	510
h-22	56	255	255	255	510	510
23	104	429	429	474	462	510
24	99	1350	450	450	509	510
25, h-26	165	753	753	753	511	509
h-26, 27	175	1597	799	799	511	511
h-28	78	357	357	357	513	511
29	112	420	420	510	420	513
30	112	420	420	510	420	510
h-31	56	420	210	255	420	510
h-31	56	210	210	255	420	510
32	110	1233	411	501	418	510
33, h-34	166	621	621	756	419	510
h-34, 35	91	840	380	415	468	510
h-35, 36	106	816	486	486	514	511
37	70	963	321	321	514	514

Table 99, continued.

(A) Lot No.	(B) Area Est.	(C) Arrears	(D) TCR/yr Abstr	(E) TCR/yr Cad abr.	(F) TCR/112 Abstr	(G) TCR/112 Cad abr.
h-38	37	0	170	170	515	514
h-38	50	170	170	228	381	515
h-39	48	270	174	219	406	511
h-39	60	579	193	275	360	511
h-40	48	0	174	219	406	513
h-40	48	522	174	219	406	511
h-41	48	174	174	219	406	511
h-41	48	0	174	219	406	511
42	72	660	330	330	513	511
h-43	16	36	36	75	252	513
h-43	56	480	215	241	430	525
h-44	60	192	192	273	358	482
h-44, h-45	40	258	129	183	361	510
h-45	40	85	129	183	361	512
h-46	40	129	129	183	361	512
h-46	40	258	129	183	361	512
h-47	40	183	183	183	512	512

SOURCE: PAC, MG 8 F99.9, 24; Cadastre abrégé.

NOTE: The area (B) is reconstructed from the values given in the Cadastre. (Half-lots are indicated 'h-'.) The lots in the first are slightly irregular because of the river frontage but are generally around 112 A. each. The value for the TCR payable each year (D) is calculated by adding the TCR paid (not shown) and the arrears (C). The amount payable shown in the Cadastre is shown in (E). Columns (F) and (G) show the rate of TCR per 112 A. area from the amounts shown in (D) and (E). (TCR/yr \* Area/ 112 A. = pence/ 112 A.) We note a difference between the two rates in 32 out of the 55 cases.

TABLE 100

## Cash Expenses for Chambly Mill, 1800-1803

ENTRY	Description	(Decimal) £
Dec 15 00	10 panes of glass, door carp	0.14
Dec 15 00	La Bow, Ant for fereag per acc	2.33
Dec 20 00	Starch- 1 lb	0.04
Dec 24 00	String of Onions	0.06
Jan 12 01	1000 shingles-Heath, St.Johns	0.62
Jan 12 01	getting above, planks, bds	0.30
Jan 12 01	[sweeping] 2 vents in mills	0.05
Jan 13 01	Fresh Beef-57 lb @ 2.25 d R. B	1.50
Jan 22 01	762 ft 2" plank-J. Cameron	3.05
Jan 27 01	4 Cords wood @ 7/6-B Arebek	1.50
Jan 30 01	4 Cords wood @ 7/6- Lera Tope	1.50
Mar 3 01	48 lb fresh beef- R. Butckie	0.80
Mar 26 01	100 bls Hay-Nicola Lague	1.75
Apr 10 01	25 bls Hay-John Cameron £2/100	0.50
Apr 14 01	50 bls Hay-J. Cameron	1.00
Apr 18 01	21 lb fresh beef @ 4.5 d- R. B	0.39
Apr 22 01	50 bls-J. Cameron	1.00
Apr 25 01	55 lb fresh beef- R.B.	1.03
May 1 01	50 bls Hay- John Cameron	1.00
May 7 01	50 bls Hay-J. Cameron	1.00
May 28 01	50 bls Hay-Morris Vouderie	1.00
May 29 01	2500 ft 1"pine bd 35s/1000 W.W	4.37
May 29 01	1000 ft 2" pine plk @ 80s/1000	4.00
Nov 4 01	20 2" pine planks=200ft@ 4./10	0.80
Nov 4 01	30 lb tallow- Sgt. Gardiner 41	0.93
Mar 17 02	Jos Breset-loan canoe for mill	0.37
Apr 21 02	Martin Desar-horse 3 <sup>d</sup> da-haul	0.50
Jul 7 02	Maurice Lee 3 lb mutton	1.33
Jul 30 02	Maurice Lee- 12 lb tallow	0.25
Aug 28 02	Nossey Blacksmith-mending key	0.06
Sep 13 02	Wilson-12 panes glass for mill	0.20
Mar 21 03	J. Lemoir-use of [?]	0.25
Jun 7 03	D. Dowies- rope for mill	1.00
Jun 7 03	G. Platt-[sack] for big stable	0.13
Jun 10 03	J. Erebec-7 cords of wood	2.73
Jun 11 03	G. Platt-8 lb black lead	0.80
Jul 18 03	J. B. La Bonte-6.5 lb tallow	0.20
Jul 23 03	Martin-46 lb tallow	1.91
Jul 25 03	Chas Tessie-mending 12 sacks	0.25
Aug 1 03	Edward-paper, waxes, quills-miller	0.15
Aug 1 03	J. Dunlop-[?], glass, puttey	8.02
Aug 1 03	S. Davies-8 fa rope	0.60
Aug 1 03	Winckleforce-3 [?]	0.56
Aug 2 03	Mending key to cellar	0.15
Aug 11 03	H. Hardie-3 gs. tar	0.37
Aug 13 03	Edwards-book for miller	0.40
Aug 25 03	G. Platt-6 hand saw files	0.12
Total:		49.54

SOURCE: Chambly Account Book (PAC, MG 8 F14 vol. 2.)

TABLE 101

Obligations Due the Estate of N. C. Burton, 1835

A: Saw-mill leases

Alexandre, J.-B., Delery	£ 8.05.
Bourdeau, Jacques, Saint-Claude	16.05.
Braithwaite, Edward	50.
Commeau, Ambroise	28.11.11
Jameson, Mathew, Noyan	300.
Laberge, J.-Bte., Saint-Mathieu	23.17.05.5
Mailloux, Pierre	16.10.
Paré, Ignace, Saint-Cyprien	16.02.05

B: Transfers

Marie Lachambre - J.-B. Charron	58.09.07
Perkins - Milly	15.
Alex. Pinsonault - Ignace Robert	25.

C: Notes

Barnier, Isidore	8.01.08
Billings, Enoch	13.02.06
Boardman, Elisha, Noyan	67.
Boneau, J.M., River Noyers	7.10.
Bougret, Frans., Saint-Athanase	31.15.2
Bow[er], Joseph, Noyan	12.
Byrne, Thos., Montreal	12.
Coupal, Joseph	6.07.06
"	1.01.03
David, Charles, Saint-Joseph	2.01.08
Frechette, Thomas, Saint-Joseph	14.10.10
Goslin, Hosmir	4.05.
Hogle, Jacob, Noyan	3.15.
Lanoue, Louis, Henryville	1.07.06
March, E., Lacolle	16.19.
Marchand, Louis, Saint-Joseph	25.
McGinnis, R.B. & Wlm.	20.16.08
McRae, Duncan, Bleury	4.05.
Menard, Noel, Noyan	3.01.08
Odell, William	22.02.06
Pied[all]ue, Hubert & Jos. Diet, Sainte-Marie	2.05.
Sheridan, Pat, Henryville	4.03.08
Smart, Benj., Odelltown	1.15.
Thomson, Danl.	10.
Wilson, H., Lacolle	2.02.04

SOURCE: "List of effects from Edmund Henry Esquire, heretofore attorney for Genl. Napier Christie Burton together with an a/c of the different obligations and notes of hand due to the Estate of Late Napier Christie Burton Esq. 1835," PAC, MG 8 F99.2, 2, 7402-19.

TABLE 102

## List of Properties Insured by McGinnis in 1865

No.	Description	Value in £ <sup>a</sup>
1.	McGinnis's Dwelling House	500.
2.	Wood Shed attached	25.
3.	Stable, Stable & Carriage House.	75.
4.	House & Wooden addition known as Springfield <sup>b</sup>	1000.
5.	Saw Mill at Jackson Creek	200.
6.	The machinery & gearing therein	200.
7.	Saw Mill at Barbotte Creek	100.
8.	The machinery and Gearing therein	100.
9.	The Pine Lumber	250.
10.	Stone dwelling with wooden kitchen, shed & granery attached and comu- nicating therewith, St-Valentin	100.
11.	Wooden Barn 100 ft. from above	50.
12.	Stables, shed adjoining and commu- nicating with the above	25.
13.	The Flour Mill	250.
14.	The Machinery therein	550.
15.	The Fulling and Carding Mill	100.
16.	The Machinery, fittings, and gearings	200.
17.	Brick office building, shingled	100.
18.	Dwelling House of Wood adjoining above	100.
19.	Dwelling house occupied by Wm. McGinnis	250.
20.	Barns contiguous to the above	75.
21.	Dwelling occupied by the Miller	50.
22.	Wooden dwelling occupied by 2nd Miller	50.
23.	Barn on McGinnis's farm, isolated	100.
Total Value of the Real Estate listed:		4450.

SOURCE: PAC; MG 8 F99.1, pt. 2, 4179-81, Wlm. Hobb to WM, Feb. 7, 1865.

<sup>a</sup> Dollar values have been converted to pounds (\$/4).

<sup>b</sup> This listing was crossed out.

APPENDIX II: DOCUMENTS  
DOCUMENT 1  
CONCESSION, MARCH 12, 1766, GC to ELIHEM AYRES et al.

---

It is this day mutually agreed between Lieutenant Colonel Christie Deputy Quarter Master Gen<sup>l</sup> of His Majesty's Forces in North America and Captain in his Majesty's 40th Regiment of foot, now living in the Town of Montreal on Notre Dame Street on the one part and Eliahem Ayres, William Luckey, Martin Taylor, Moses Dickson, John King and George Hucks on the other part, as well for themselves as their heirs and executors, that is to say- The said Lieutenant Colonel Christie does lett and make over by these presents in consideration of ground rents, dues of alienation, interest, seisin and fine on the several occasions for the same from henceforth and forever and promises to maintain (conform to this original grants) free from all let and hindrance in general whatsoever; Eliahem Ayers etc as aforesaid here unto the present leasees and receivers upon the aforesaid conditions as well for himself as for his heirs and assigns hereafter, a piece of land and lease equal to three arpents or acres (french measure as heretofore has been the custom in Canada) in breath, and forty acres as aforesaid in depth upon lease forever, the like quantity to each of the aforesaid providing nevertheless that an interval of the like quantity shall be left as unleased lands between each of the aforesaid leases of three arpents or acres, that is to say three acres in front and forty in depth beginning as hereafter described to Elihem Ayres then a reserve of three acres by forty in depth for the seignior as unleased lands after which for William Luckey three acres more joining the unleased lands of the seignior and then like quantity reserved as unleased lands, then to begin Martin Taylor's concession, and so on for him and the seignior, as well as all the rest, in like manner as described for Eliahem Ayres and William Luckey as aforesaid, the first concession  
lying

---

lying and situated in the Manor of said Lieutenant Colonel Christie bought by him from the heirs of M. Beaujeu bordering on the River Chambly that runs from Lake Champlain, one end thereof lying along said River the other end in depth backwards adjoining to the unleased lands, upon one side joining to the land occupied by Jo Baptise Rez which he did of his own accord in 1765 and part of the year 1766 which lies less or more than half a league from the River called La Colle and about sixty paces from the house he built at a stump of a tree marked by Eliahem Ayres in the presence of Lieut. Colonel Christie said lease begins measuring upwards to occupy thirty-six acres of land in front whereof one half is the property of the leassees and the other half that of the Lord of the Manor in terms aforesaid.

The said inheritance to the leassees of eighteen acres holden and dessending on said Manor and bounden thereunto in a yearly perpetual and irredemable ground rent of one shilling sterling or lawful money of Great Britain each square arpent or acre, ( french measure according to the ancien custom of Canada and original title deeds) to commence said payment of one shilling sterling etc on Martimass day in the year of our Lord one thousand seven hundred and eighty six till which period the payments are to be as follows- 12. from the date of these presents to Martimass day in the year of our Lord one thousand seven hundred and sixty eight gratis from thence to the year of our Lord one thousand seven hundred and seventy two at one penny sterling each square acre, from which period for seven years at four pence each acre sterling and another seven years at eight pence sterling each acre or to finish so as to begin on the feast of Martimass in the year of our Lord one thousand seven hundred and eighty six to pay one shilling sterling lawful money of Great Britain

DOCUMENT 1

---

Britain and so to continue yearly payments for the same as aforesaid as ground rent forever, or at the rate of six pounds sterling for each lease of three arpents or acres in front on the Great River by forty arpents or acres in depth as also for the same reckoning from the date of these presents the first year to be reckon'd due at the feast of Martimass in the year of our Lord one thousand seven hundred and sixty six the sum of one penny lawful money of Great Britain as a quitrent for each lease or concession of the three acres by forty in depth as aforesaid yearly for ever over and above the ground rent as aforesaid and no more, unto the said Lieutenant Colonel Christie or to the bearer of his power in his Domaine and upon concitions that the aforesaid leasees do preserve all oak timber fit for building ships of war to his majesty, the mines oars and minerals that may be discovered upon the foresaid lease, to give off the grounds necessary for building of forts, places of arms, storehouses and other works that his Majesty may cause to be erected thereon; as well as firing for its garrisons, wherefore the aforesaid leasor shall not be holden to make any reimbursement or indemnification nor his representatives, and that even without any guaranty of the same on his part, for any thing else done by His Majesty thereon, the said Lieutenant Colonel Christie etc as aforesaid reserving moreover for himself any wood he may have occasion for, weather for publick or private buildings of for mills or any other service whatever except what the said leasees may have occasion for and actually use for their own private use and no other, which at all times is to be understood ony what is contain'd on the extent of their respective leases or concessions, and in case loggs of pine or other wood cutt by said leasees on the extent of their lands should be proper for the mill  
and

---



DOCUMENT 1

and delivered at said mill and accepted of for each logg or tree so deliverd, the inhabitant shall be intituled to the half of said logg, the produce, after sawing etc or any other adequate allowance that may be agreed upon for his labour; Also the aforesaid leassees shall give four days labouring work as bind days or corvée either with or without his cart and yoke of horses or oxen as may be demaded when and where by the Seignior or his agent either for clearing ground or building on said Domaine or any other service required of them personally or as aforesaid and that said leassees all and singular do contribute with the other inhabitants of the Manor to the bridges and roads that may be thought necessary by the Seignior to be made as well as by any other lawfull authority and for maintaining and keeping the same in good order and repair, the said Manor not to be holden to contribute thereunto in any wise whatsoever.-

The aforesaid Lieutenant Colonel Christie Leasor does reserve to himself, heirs, etc as aforesaid his right of feudal redemption at any time when all or any part of said lease is sold or otherwise made over even in preference to relations of the same family, The said inheritance to be holden to the mill of the aforesaid Manor, the moulting fee for whatever grains shall have been ground else where, which is here understood and agreed upon to be a twelfth part of the whole. The said lessees nor his heirs and assigns shall not give or exchange make over nor otherwise alienate the whole nor any part of the aforesaid lease to persons in mortmain nor farm out this present lease upon higher quitrents. In consideration whereof the aforesaid leassees shall for themselves their heirs and assigns have the full peaceable and free possession of the said lease.-

This

This deed of lease being given on condition of ground rents and services and such other duties towards the Manor, like as the same in here above sett forth. The said leasees shall be obliged to clear communications between themselves or neighbors, to fence and ditch in common with them whenever thereunto required by their neighbors or directed so to do by the Lord of the Manor, without the Manor lands, unless'd, being in any ways liable thereto, and the said leasees are to settle upon said inheritance within a year from hence ensuing, to labor and improve the same and to keep it in such like good order, to build houses, barns etc thereon, which the said leasees promises to perform and fulfill as long as he or they shall continue a retainer and possessor of the aforesaid lease and to pay due submission to the Lord of the Manor at all times as Vassals should do and attend on and pay due obedience to the Manor Courts etc. Also to contribute proportionably to a publick church, glie, school and market place on said manor, as may be judged most proper by said Lieutenant Colonel Christie etc Lord of the Manor for the general good of the inhabitants, to all which stipulations and payments over and above this special privilege of lease now obtained, the aforesaid leasees has bounden appropriated and mortgaged all his or their lands and goods, moveable and immoveable, present and to come, without prejudice hereby to the other bound.-

The said leasees shall also at their proper costs and charge deliver in unto the aforesaid lessor or person appointed by him for that purpose an authenticated copley of these presents to be enter'd into the Manor book for to have recourse to the same at all times in case any of the said leases should be lost or mislayd, and it is moreover understood and agreed to by said Elihem Ayres, William Luckey, Martin Taylor, Moses Dickson, John King and

and George Hucks the leassee's either by themselves or any other person whatever countenanced by them not to keep or hold tavern or selling of liquor upon any pretence whatever without leave ask'd and obtained in writing from the Lord of the Manor or his heirs executors or lawfull attorney, and that only for the time specified in said writing or leave, neither are they to suffer any other person to take from them or lease any part of their houses or lands for selling of liquors without especial leave in the terms aforesaid, this under the pains and penalty aforesaid, and the said Lieutenant Colonel Christie promises and binds himself be these presents heirs and executors to give separate leases to each of the present leassee's as soon as possible or that the limits shall or can be ascertain'd and describ'd in the terms and manner aforesaid, so that each of the six present leassee's shall have three acres in breadth by forty in depth for ever their own property as aforesaid.

In witness whereof we the different parties bounden have severally sett our hands and seals at Montreal in Canada as a confirmation of the aforesaid, this TWELFTH day of March in the Year of our Lord one thousand seven hundred and sixty six, and the sixth year of the reign of our Sovereign Lord George the third by the grace of God King of Great Britain, France and Ireland, defender of the faith etc---

Seald and Deliver	(sgn) Eliakim Ayers
in the presence of us -	(sgn) William Luckey
(sgn) L Genevay	(his mark) Martin Taylor
(sgn) John Sunderland	(sgn) Moses Dixon
(sgn) Jacob Maury	(sgn) CChristie

SOURCE: MGR F99.9, 15, 15249-52.

DOCUMENT 2.

CONCESSION, APRIL 7, 1777, GC TO ROBERT SCOTT, PANET

---

Before the underwritten Notary Public of the City and District [of] Montréal aforesaid and Witness also hereunder written, was present Gabriel Christie, Esquire, Lieut. Colonel in the King's army and of the 60th or Royal American Regt, Seigneur of the Rivière à la Colle, heretofore belonging to Messrs Beaujeux, Father and son, by King's title, situate and being on the River Richelieu running towards Lake Champlain, and of all the dependencies, as also all the Rivers comprised in the said Seignury, residing also at Montréal in St. Paul's street, who acknowledges to have given and granted under the title of quit and seigneurial Rents unredeemable from the date hereof and for ever with promises of warranty [of] the same from all troubles and hindrance whatsoever, unto Robert Scott of the the said seignior, inhabitant, who being present and accepting as grantee and retainer pursuant the said title, for himself, his heirs and assigns hereafter three acres or arpents of land in front by forty arpents in depth, holding on the one side to number 23 or the middle of a small rivulet and on the other side to number 21 granted unto Michael Myers, situate about half a league from the River LaColle, fronting the River Richelieu and behind in depth to non-conceded lands, being together one hundred and twenty arpents as the said land now is and lyes, whereof the said leasee is well acquainted with is contented and satisfied of the same having enjoyed and possessed the said land for several years heretofore, the same depending from the Justice being in the Manor of the said seignior of La Rivière à La Colle and charged towards its Domain by these presents of twelve french livres, or livres tournois (the french Crown at six livres, and the Spanish dollar at one hundred and five sols) not subject to any diminution, of six bushels or minots of wheat, good and merchantable, and one sol tournois for every arpent in front by forty arpents in depth quit rent; all which seigniorial and quit rents shall be paid yearly and the first payment thereof to be made on St. Martins Day, the eleventh of November next, and so to be continued yearly and every year on the same day during and so long a time as the said leasee shall be the detainer and proprietor of the whole or part of the said land. Nevertheless the said Seignior shall be at liberty to alter the day of the payment only, on the same conditions.

Also a bind day at the request of the said seignior leasee every year for every sixty superficial arpents with the right of exacting the same in money at the rate of forty sols at the choice of the said seignior.

---

DOCUMENT 2

---

The said quit rent bearing the right and dues of mutation, seizure and fines and all other seigniorial rights agreeable to the primitive title of the said seignior.

The said concession to be liable and subject to the common mill of the same (as soon as one shall be thereon erected, and tenants enough to inhabit the said seignior and maintain said mill so that the seignior may have no losses by it, under the penalty of the wheat being confiscated, arbitrary fines, and to pay to the miller the usual dues of the quantity of wheat that he shall have got ground elsewhere.

Reserving to himself, the leaser, the right of retenir even by preference to the parents, in case of sale or other alienation in proportion, of all or part of the said land, by reimbursing to the purchaser the principal and lawful costs. The right of acknowledgement and declaration of every new mutation of seignior or lord of the manor, by succession or otherwise at the costs of the possessor.

The said land so as above granted, enjoy. do and dispose of the same by the said leasee his heirs and assigns as ignoble tenure in all property by virtue of these present, without yielding or transferring the same to any community or any part of the same and not charge double quit rent, and these presents not to prejudice the right of others and that of the said leaser to whom it shall be loyable to take upon the said concession all sorts of wood by any denomination whatsoever as also the stones and other materials fit & necessary for building churches, presbyteries, mills and other public works, seigniorial houses or other houses, enclosures on the domain of the said seignior, without paying any thing to the said leasee, his heirs or assigns who shall likewise abide and furnish on the said land all the roads and bridges that the said leaser shall find fit and necessary, or that may be legally ordered, and to maintain them in good order.

To clear away the woods for their neighbor in proportion as they will want, to enclose and make make ditches is partner with them, (without any incumbrance to the leaser's domain or other non-conceded lands), not suffering their cattle to run or go over them.

And it shall not be allowed the said leasee to erect any building or enclosure on the front of his land near the beach which might in any wise hinder the navigation of the river, which is to be in all times free and open for passing through the strangers, except he erect them at least ten fathoms [60 feet] from the highest mark of the River; also,

---

not to erect any saw mills or grist mills or any other mill whatsoever and of what nature it may be. The said leaser reserves to himself all trees of cedar & oak, and other woods fit for building ships as also the pine trees for masts. Also, it is forbidden to the inhabitants of the said seigniorie to transport and carry-away out of the same any wood fit for sawing under the penalty ... nevertheless so they shall have liberty to make use of them for their own need upon their respective lands only.

Reserving also all mines and minerals which are or shall hereafter be discovered upon the said concession as also the right of gaming, fishing, and trading with the Indians, (pursuant to the terms mentioned in the primitive title of said seigniorie), and the lot of ground fit for building mills of six square arpents; in case of any favourable spot for that purpose be hereafter discovered, by paying for the same a just price according to the estimation of proper persons chosen by the parties, if the said spot proves to be cleared and put to value, then the rent of his land to be diminished in proportion for the six arpents. The said leasee to keep and dwell upon the said concession with a year and a day from the date hereof, to work it, cultivate it, and maintain it in good order, condition and improvement, in such a manner that the said quit seigniorial rents specified above may easily be perceived and taken therefrom each year; under the penalty of being reunited to the Domain of said seignior, as his full right in such case. The said leasee shall [not] sell any liquors without a written permission from the said seignior.

To all which things above mentioned the said leasee doth consent and agree for himself his heirs, and assigns, and promise and oblige himself to give and pay every year the said quit and seigniorial rents unto the said seignior the lesser aforesaid, his heirs or assigns at the place of receipts to his receiver or agent duly authorized, to the payment of which said sum besides the primitive right incumbered upon the said land, the said lessee doth incumber, oblige, and mortgage all his goods & chatels, lands, and tenements now in his possession and those that he shall hereinafter purchase or acquire, the one obligation not to be prejudicial to the other; and if in case the said leasee, his heirs and assigns, have failed to the contents of these presents or to perform those things therein mentioned, then it shall be loyable to the seignior the lesser to repossess himself of the said concession without keeping and observing any form of law or process for that purpose; Nevertheless these presents shall remain in force and virtue respecting the arrears of quit and seigniorial rents that shall be due and for damages done on the said land.

DOCUMENT 2

---

The said leasee shall also furnish a copy of the present at his own expense to the said seignior within eight days from the date hereto; as also the purchaser of the said land, shall exhibit and give copy of his contract of purchase at every mutation after twenty days from its date under penalty of paying a fine of three livres fifteen sols French money. For thus & promising...

Done and executed at Montreal in the year ... [1777, 2nd of April, pm] in the presence of M. Peter Mezière.

sgn (P. Panet, nry)

[damaged copy, parties signing missing]

---

SOURCE: MG8 F99.9, 15, pt. 1, 15253-5.

LOCATION TICKET (ENGLISH), AUGUST 14, 1788

GABRIEL CHRISTIE, Esqr. Major-General of His Majesty's Forces, residing at Montreal, in the Province of Quebec North America, permits and gives leave to Joseph Edouard Henstle be named living on the Spot to settle upon a Portion of Land in my Seigneurie of *St. Louis de la Colle* containing *thirty seven* Acres of Land in Front by *Twenty Eight* Acres of Land in Depth *between the line of St. Louis and the line of St. Louis bounded on Front by the ~~line of St. Louis~~ and on the Depth to the land unenclosed making in the whole 1038 superficial Acres being in the 3<sup>rd</sup> Concession numbers from 31 to 37 both inclusive*

To clear and build upon the Land cultivate and dwell upon the same open a road for communication with his neighbours in the front thereof, without any other Right; not to cut, Fell, or caule to be cut or fell'd any Species of Timber or wood of any sort for sale or otherwise; only, at liberty, to take what he shall or may want for his own proper use upon said Premises nevertheless without infringing on any of the Seigniorial rights practised in Canada. and on failure of the said *Joseph Edouard Henstle* clearing, building, cultivating, dwelling, opening a communication with his neighbours and keeping in good condition the said Land, during the space of Two Years, commencing the *first* day of *June*

1788 — it shall be lawful for the said Major-General Christie, his Heirs, or Assigns, to Reenter and take possession, concede or dispose of the said Land to whom or in such manner as he or they may please, notwithstanding the said *Joseph Edouard Henstle* shall be bound for the due payment of the arrears of Quit or other Rents which may be due, or any damage done upon the said Land for and during the whole time he shall or might have enjoy'd the same (if so required). And at the expiration of the said term of Two Years if Major-General Christie, thinks it proper and fit (reserving to himself the sole power of judging if the conditions are fulfilled) he promises to the said *Joseph Edouard Henstle* to give him a Title deed or concession of the said Land agreeable to the Laws of Canada; also promises that the Quit or other Rents shall not exceed about seven Sols (Tournois Currency) p<sup>r</sup> superficial acre and in case of Coince the same shall not exceed a Spanish Dollar, in the whole for every 112 superficial acres of Land or in proportion for more or less, and as it is his intention to grant Land to none but those who shall actually dwell upon and cultivate the same in consequence of which the said *Joseph Edouard Henstle* shall not have power to make over these Presents by any mode of Conveyance whatever to any other person or persons without the express leave of the said Major-General Christie, his Heirs or Assigns; to all which clauses and conditions herein expressed and declared as above mentioned the said *Joseph Edouard Henstle* hath fully and freely consented and promised to the due fulfilling thereof having perfect knowledge of the same and of the Land mentioned, with all which he is satisfied and content; the Parties mutually binding themselves to the due performance of the aforesaid obligations and have signed their Names to two Copies of these Presents at *Montreal* the *fourteenth* day of *August*, 1788.

SOURCE: MG8 F99.9, 15.1.





DRAFT OF A LETTER BY W.P. (CHRISTIE) AUGUST 17, 1820

004869

Dear Sir, I with Compl  
 to Mr Henderson enclose a Power of Attorney  
 agreeably to his Favor of the 14 Inst  
 12 Lombard St  
 15 Aug 1820

As it is probable that applications  
 may be made in any branch of certain  
 interests under the will of Robert Ferguson of  
 Dundee, late deceased, by way of the grant  
 of the said executor, I beg to inform you  
 at the several places alluded to, may come  
 in England, or wherever persons have to  
 receive the same, I have signed  
 it right to refer such applicants to you;  
 in a way that you may examine their claims,  
 and when satisfied, by you will send a note  
 of the same to Mr Hope, Esq, with  
 a sufficient authority for  
 him to pay, agreeably to his instructions, the  
 sum of £1000, left with them, in the  
 name of Robert Ferguson, Esq, and then  
 you may find to investigate the claims, & not  
 from them to you, as to the names of the  
 parties on the will, with the names concerned,  
 with the names of the parties for paying the same,  
 the documents regarding the receipts which accompany  
 the will, &c. The following is a list of the  
 names with the full names to be paid to  
 and the respective legacy duty &c. &c.  
 I have not as yet the above stated

These names are marked & they are marked  
 in green & blue in the margin marked X.  
 are both under age & of any one claim  
 for them, they must show the names of their guardians  
 for them, that must show the names of your  
 executors & administrators.

Quoted City 4870 15, Fitch Street London  
14th Dec 1920

The Accompanying Cheque for the sum of Four  
 Thousand Pounds, which is the sum <sup>of the</sup> ~~of the~~ <sup>of the</sup> ~~of the~~  
 is intended to be used only in the event of the  
 legatees under the will of Albert J. Guinness deceased  
 making application to you for payment of their  
 legacies. The total sum which you have to pay is  
 Two Thousand Six Hundred and Nineteen  
 Pounds Sterling Money; but as particular legacies are  
 claimed in as these legacies may be claimed at  
 different periods, we wish the stock to be sold,  
 as the claims are made & they remained to  
 continue in the funds, until the ~~the~~ legacies  
 are paid off. But in order to spare you unnecessary  
 trouble, we have directed our solicitors Messrs  
 Bridgell & Smith to investigate the claims, and  
 a note from them to you specifying the names  
 of the parties with the sums announced will be  
 your authority for paying the same, ~~subject~~  
 receipts the claimants signing giving  
 signing one of the accompanying Receipts which  
 accompany this letter, but the dates of the receipts had  
 been left blank for the present. The following  
 is a list of the legatees with their respective legacies  
 announced, deducting the duty.

Richard in Comm. Serv. 194. - - -  
 Sarah M. Ginnis Serv. 194. - - -  
 Whose is authorized to receive  
 his legacy will take charge  
 of the accompanying small  
 parcel addressed "Mr. Sarah  
 Ginnis / Montreal"  
 John M. Ginnis Serv. 194. - - -  
 Richard Broadhead M.C. 194. - - -  
 Robert M.C. 194. - - -  
 John M.C. Junior 194. - - -  
 Wm M.C. 194. - - -  
 Mary Eliza M.C. 194. - - -  
 Sarah M.C. Junior, Canada 194. - - -  
 Eliza M.C. 194. - - -

N-13  
 00487  
 Accompanying  
 Parcel of Receipts  
 in Box  
 Small Suit Box  
 Post Admin. M.C.  
 Thomas for all  
 Passes for Divid.  
 Acc of Divid.  
 of wife to be  
 received  
 Little (Receipts)

Rachel Walmsley 194.  
 Thomas Walmsley 97  
 Robt. M.C. Walmsley 97  
 Sarah M.C. Walmsley 97  
 James Walmsley 97  
 Mary Fleming 97  
 Total 2619

183  
 151  
 You will oblige us by  
 attending to the papers  
 we are furnished  
 with  
 W.P. M. M.

I have further to request you will take  
 charge of the accompanying Japan Box. I received "Mr  
 "Credence to Bristol" during my absence. In case  
 of my death it is to be delivered to my widow, or  
 to either my executor Mr. Cooper, or to either some executor.  
 Mr. Samuel Nelson 45 Guilford Place Kensington, W. 8.



Nous, Pierre Gamelin, Notaire, résidant au Village de la Paroisse Laprairie Lamadelière dans le Comté d' Huntingdon, District de Montréal, (étant dûment autorisé pour l'effet des présentes, par Dame Marie Flavie Raymond, Epouse de John McCallum, Ecuyer, marchand, résidant en la Ville de Québec,) et Joseph Litalle, résidant en la Paroisse de Saint-Etienne, dans le Comté et District susdits, faisons ensemble les conventions qui suivent, savoir: que le dit Pierre Gamelin, en la qualité qu'il agit promet par ces présentes vendre avec garantie de la part de ladite Dame Marie Flavie Raymond, Epouse dudit Sr. John McCallum, de tous troubles et empêchements quelconques audit *Sieur Joseph Litalle* et de cette Vente passer contract en bonne forme dans le tems et après fixé, Un Lot de terre ou Emplacement situé sur la terre appartenant à ladite Dame Marie Flavie Raymond, Epouse dudit Sieur McCallum, en la Paroisse St. Philippe, en la Seigneurie de Lery, formant le N<sup>o</sup>. *Parcelle* sur la *Prise de Saint-Etienne*

de la contenance d'un demi arpent de front sur *deux* de profondeur *deux*

Pour et moyennant le prix et somme de *deux* Livres au en cours, que ledit *Sieur*

*Joseph Litalle* retiendra entières mains à constituer, en en payant chaque année à ladite Dame McCallum,

en sa demeure ses heirs ou ayant cause, ou a son agent, la rente ou Interets à raison de six par cent, et dont la première année sera due et échue le Vingt neuf de Septembre mil huit cent

vingt *sept* et de la continuer a même terme chaque année jusqu'au rachat d'icelle rente, que le dit *Sieur*

*Joseph Litalle* pourra faire en un seul ou plusieurs payemens, dont le moindre sera du tiers de ladite somme, à commencer la jouissance par ledit *Sieur*

*Joseph Litalle* de ce jour, sera en outre tenu ledit *Sieur Joseph Litalle* faire clore

suyant la loi le susdit terrain dans le cours du mois de *juin*

prochain, et d'entretenir ensuite ladite clôture en bon état, et de construire sur ledit terrain, une maison locable, sous le délai de deux ans de la date des présentes, jusqu'à quel temps il ne pourra enlever aucun bois, pierre, sable, ni autre chose quelconque de dessus ledit terrain excepté que ce soit pour y construire une maison sur ledit Emplacement, la propriété duquel ne lui sera requise que par le contrat sus-promis. Duquel

*de deux ar*  
*deux*  
*deux*  
*deux*

DOCUMENT 6

et des présentes ledit *Joseph Platte* fournira copie à ladite Dame M<sup>lle</sup> Callum, ou à son agent. Dans le cas de vente ou autres mutations dudit terrain par ledit *Joseph Platte* en tous ou ayant cause, il sera loisible à ladite Dame M<sup>lle</sup> Callum, l'exiger le rachat de la susdite rente. Cui ainsi &c.

Fait et passé ce *vingt et un* jour du mois de *Septembre* après midi à *deux heures* en la maison dudit *Joseph Platte*, en l'assistance de *Cyprien*, Et assistés *Simon* *Charles* *Robert* et *Bartholomée* *Joseph* *Samuel*, et ledit *Platte* a été déclaré que devant écrire son *testament* en conséquence après lecture *de son testament* lequel est bon.

*Joseph Platte*

*Simon*

*Charles*

*Robert*

*Bartholomée*

Attesté par

Par moi notaire en vingt

moins, sont comparus devant les Notaires désignés le Sr. Pierre de Melan, Notaire, résidant au Village de la Paroisse Laprairie Lamadecme, et *Joseph Platte* *Notaire* de la Paroisse *St Cyprien* Lesquels ont déposé

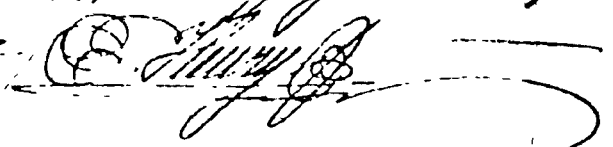
pour nom de M<sup>lle</sup> Callum. Lesdits Notaires désignés ont lu et desiré & de l'autre part, partant monseigneur par ledit M<sup>lle</sup> Callum en présence dudit agent de vendre ledit *Joseph Platte*

le terrain y désigné aux prix & conditions y exprimés, pour être mis au Rang de ses minutes à l'effet d'en délivrer à qui il appartiendra toutes expéditions que besoin sera. Ce qui leur a été octroyé après qu'ils ont eu certifié le susdit *Platte* véritable signifié et paraphé ne a tractur. Dont acte

SOURCE: ANQ-M, Gamelin, Sale, Sept. 21, 1826.

## DOCUMENT 7

INSTRUCTIONS FROM E. HENRY FOR A DEED OF CONCESSION, JAN. 25, 1823

25. Janvier 1823.  
 Contrat de concession a Evette Billings - par Lett  
 401, 19 & 20. Dans la 4<sup>me</sup> rangie de concessions - Superficie  
 d'Arivois - voyez designation, proci verbaux -  
 Cours et Reites ordinaires - payement 11.9bre 1823.  


SOURCE: PAC, MG8 F99.2, 25, 20784.

NOTE: These instructions, sent to his partner notary, suggest he was not always personally present at the signing of the deeds, but had signed them in advance.



## SALE OF A CONCESSION BY HENRY, MARCH 31, 1823

Le 31 Mars 1823.  
 Reçu de Michel Paquet dit Carrier, huit cent  
 livres de vingt sous par arpent de la concession de Bas  
 Giroux - savoir 800<sup>fr</sup> par arpent en argent monnaie  
 1 deux cent livres de la même pour le transport  
 attendu qu'il lui a été payé de la concession sur 28.  
 La dite somme par Paquet a été de 200<sup>fr</sup>  
 argent - ainsi les 800<sup>fr</sup> sont à compte de 2800<sup>fr</sup>  
 qu'il me devait pour 3 arpents 1/2 sur 28. que je  
 lui ai vendus à raison de 800<sup>fr</sup> l'arpent - tout va.  
 Balance en ma faveur de 2000<sup>fr</sup> me la payant  
 je lui consentirai un contrat pour 3 arpents 1/2  
 sur 28  
 H. Henry

SOURCE: ANQ-M, Gamelin, Oct. 10, 1826.

NOTE: This receipt for £33 on account of £116 due for the sale of a lot sold at £33 per arpent front, was located with a copy of the deed of concession signed on October 10, 1826. That day, Paquet received his deed to the south seven-eighths of Lot No. 6 in the 1st concession River Richelieu in Delery, (which was partly cleared) and sold the south half of it to Basile Giroux for £100, value received prior to the sale. He also signed an obligation with Henry for £40 value received (the deed of concession) which he promises to pay in a year. This shows conclusively that Henry did sell land not yet conceded.

DOCUMENT 9

SPECIMEN RECEIPTS GRANTED BY HENRY  
AND MCGINNIS

---

Henry R. Harris 1833

Quittance comme en l'autre part - au 11 Novembre 1832

~~Co. of: Mars 1834~~  
~~Henry R. Harris~~

Quittance au 11 Novembre 1833

~~Henry R. Harris~~

Quittance au 11 Novembre 1834

W. M. General Director  
de l'Institut de Boston

---

Quittance au 11 Novembre 1835

Henry R. Harris  
New England

---

SOURCE: PAC, MGS F99.9, 2, 5380, 5781.

DECLARATION AND ACKNOWLEDGEMENT TO BURTON'S ESTATE, AUG. 12, 1836

On this day, the <sup>009945</sup> twelfth of the month of August in the year of Our Lord, one thousand eight hundred and thirty six Before the undersigned Public Notaries, duly admitted and sworn, as such, in and for the Province of Lower-Canada, residing in the District of Montréal.

Personally came and appeared *M<sup>rs</sup> Thomas Sig, a shoe maker, residing in the town of Rochester otherwise called St. John the Evangeliste* —

Who hereby acknowledge and declared, that she was the actual proprie and possessor of the lot of ground and premises hereafter mentioned, namely —

*The lot number five, in the fourth range of concessions of the Seignory of Blaisy, containing four arpents in front, in twenty eight arpents in depth; bounded in front, by the third range, in the rear, by the fifth range, to the south, on one side, by the heirs of the late Robert Robinson and to the north, on the other side, by John Thompson —*

That the said lot of ground and premises are chargeable and liable towards the domain of the Seignory to which they belong, to the right of quit-rent and to a certain Seignorial ground rent, annual, perpetual and irredeemable, also to the right of *lob et ventes* at every mutation of proprietor and to other Seignorial dues and charges. And that being in arrears of the payment of such quit-rent, Seignorial ground rents and *lob et ventes due* and affected on the said lot of ground, and being informed, that, the General Nuptor Charles Barby, Esquier, to whom these arrears belong, died on the second day of the month of January,

in the year of Our Lord one thousand eight hundred and thirty five, and that if becomes there fore necessary to settle and establish the amount and balance of said dues, up to the above period, the said *Thomas Sly* caused the deeds of the above property to be read and examined, together with the receipts of quit-rent and, Seignioral ground rents and other Seignioral dues which may have been paid on account and in deduction of whatever might have become due before the said second day of January, one thousand eight hundred and thirty five, and the result of that examination and settlement proved that the said *Thomas Sly* was still indebted in favor of the said late Napier Christie Burton estate, in the sum of *twenty one pounds five shillings*

Halifax currency, to be quit, of said dues, up to the said second day of January one thousand eight hundred and thirty five

Being now desirous to give an authentick acknowledgment of the said debt, to the executor of the last Will and Codicil of the said late Napier Christie Burton, who are the Reverend George Burton Hamilton and William Henry King, Esq. both residing in that part of the United Kingdom of Great Britain and Ireland, called London, and Edmund Henry, Esq. residing in the Village of Laprairie de la Madeleme, in the County of Laprairie and in the said Province of Lower Canada, the said *Thomas Sly*

voluntarily acknowledges and confesses himself to be really and truly indebted and owing to and in favor of the said late Napier Christie Burton estate, for the reasons above mentioned the said *Thomas Sly* in full satisfaction of the said debt of the sum of *twenty one pounds five shillings* said Halifax currency

which sum the said *Thomas Sly* hereby obliges, promises and binds himself his heirs and assigns to pay, tender and deliver or cause the same to be paid tendered and delivered unto the abovenamed testamentary executors, to their representative, or to the bearer hereof (with the lawful interest on the said sum computed from this date, at the rate of six per hundred per annum, said interest payable, at least, annually *one fourth of the above sum, in the month of March, another fourth in March following, a like fourth in March 1839 and the remainder a year after*

It is positively and expressly agreed and understood, that the present acknowledgment, will not be construed, explained or interpreted, in any way whatever, to extinguish, diminish or otherwise qualify, the privileged mortgage acquired and accrued to the said late Napier Christie Burton, on the, above designa-

009947

red premises, as *baileur de fond* and Seigneur [the above sum being due for quit-rent, Seigneurial ground-rents and *hals et ventes* on the same, as heretofore mentioned] and without alteration *novation* of the debt, but, on the contrary, this privileged mortgage will remain and continue to be in full force and unaltered in its primitive nature, without innovation, and to have its full and entire effect with the same force and efficacy as before these presents, in as much as the present is not a new mortgage and obligation, but merely an act by which the parties meant to a just and establish the amount due by the said *Thomas*.

*My* to the said above mentioned estate and no more. And moreover the said testamentary executors declare, that they will not relinquish the said privileged mortgage and any other rights acquired and due to the said late Napier Christie Burton estate on the above designated premises, for reason of the above debt, but they positively reserve the same without alteration, so that they, themselves, and their successors, may use or avail themselves of the same, as fully as the said late Napier Christie Burton, might have done in his life time. protesting against any thing whatsoever, that might be interpreted, in these presents, as contrary to their intention above declared.

And for the execution of these presents, the said debtor has elected his domicile, at his present dwelling house, above mentioned, where &c., Notwithstanding &c., Promising &c., Obliging &c., Renouncing &c.

Done and passed at *Supérieur*, in the office of the undersigned Notaries on the day, month and year, first before written, in the afternoon and signed by the said parties and Notaries, these presents being first duly read according to Law.

(signed) *Thomas My*  
& *Willm* Executor testamentaire de feu  
N. C. Burton

[Signed,] *J. B. L.* J. B. L. N. P. & L. A. Moreau, N. P., as appents to the Original of these presents, remaining on Record, in the Office of the Subscribing Public Notary. *à Monseigneur not approuvé*

*1834 Sept 18 reçu à somme de 25-6-5  
1836 Jan 16 reçu à somme de 14-12-6  
1837 Mars 13 reçu à somme de 10-0-0  
Total des sommes reçues de la dite succession de feu  
N. C. Burton 59-8-11  
Ayres Christman*

SOURCE: MGP F99.9, 9, 9945-7, PAC.

RETROCESSION, JANUARY 16, 1840

---

PARDEVANT Les Notaires Publics pour la province du Bas-Canada résidans à St. Athanase, dans le District de Montréal, soussignés;

Furent présent William McGinnis, Ecuier, résidant dans le Village de Christieville dans le dit District de Montréal procureur fondé de William Plenderleath Christie, Ecuier, résidant dans la cité de Montréal, seigneur et propriétaire des Seigneuries Lacole, Deléry, Noyan, Sabrevois, Bleury, Repentigny, d'une part,

Et Jean Bte. Arcan cultivateur demeurant à Longueuil dans le District de Montréal d'autre part;

Lesquels ont dit, savoir: le dit William McGinnis Ecuier aux nom quil agit, qu'a sa qualité de Seigneur \*des sus dites seigneuries\* il a droit de reprendre de retier par jouissance de fief les héritages qui se vendent dans l'étendue de la dites Seigneuries, en remboursant à l'acquéreur les prix, frais et loyaux coûts, pourquoy il aurait déclaré au dit Jean Bte Arcan, qu'il désirait retier par droit feodal un emplacement dis et situé dans le village de Christieville au Nord et le long du chemin de la traverse connu sous le numéro onze contenant un arpent en superficie, borné au sud sur la devanture au cote nord - au côté nord du dit chemin en profondeur, de gens inconnu à l'est au numéro dix et à l'ouest à numéro douze, avec une maison, grange, étable et autre bâtisse dessus construits, situé dans la dites Seigneury de Bleury, appartenat au dit William Plenderleath Christie, Ecuier, les dit emplacement et dépendance appartenant au dit Jean Bte. Arcan au moyen de l'acquisition qu'il en a fait de Joseph Laurent et son épouse par contrat passé pardevant Me A.E. Bardy et son confrère notaire le dix neuf Décembre, mil huit cent trente cinq, lequel titre n'aurait jamais été exhibé au dit Sieur Seigneur, lequel dit Jean Bte. Arcan reconnaissant le bon droit du dit William McGinnis, Ecuier,

---

es dites qualité

DOCUMENT 11

es dites qualité a par ces présentes volontairement  
quitté transporté et délaissé des maintenant et à  
toujours saous la garantie de ses fait et promesse au  
dit William McGinis, Ecuier, en sa dites qualité, à ce  
présent et acceptant pour le dit William Plenderleath  
Christie, Ecuier, ses hoirs et ayant cause, pour reunir  
à sa dites Seigneurie de Bleury la dite maison et terre  
en dépendance ci dessus déclaré que le dit Jean Bte.  
Arcan a acquit par contrat dus énoncé, sans en rien  
retenir ni réserves au charges y portés, pour en jouir  
faire et dispose par le dit Sieur Seigneur, ses hoirs  
et ayant cause, comme des choses à lui appartenant au  
moyen des présentes, à leffet de quoi de dit Jean Bte.  
Arcan l'a mis et subrogé sous la garanti sus dite en  
son lieu et place, droit et action et à promis lui  
livré à demande une expedition du sus dit contrat d'ac-  
quisition \*portant\* quittance du payements entier du  
prix du dit emplacement;

Ce délaissement et transport fait pour les causes  
sus dites et aux charges si-dessus déclarés et en outre  
moyenante la somme trois livres cinq shillings cour  
actuel que le dit Jean Bte Arcan reconrait avoir eu  
et reçu du dit William McGinnis, Ecuier qui lui a pré-  
sentement payé en espèces d'argent ayant cour en cette  
province, comptés nombrés et réellement délivré à vu  
des Notairès soussigné pour le prix principal d'icelle  
acquisition et cinq schellings dit cour pour les frais  
de la dite acquisition, dont et du tout le dit Jean Bte  
Arcan est content, quitte et décharge le dit Sieur  
Seigneur de tous autres;

Et quant aux interets que le dit Jean Bte Arcan  
pourrait demander et prétendre depuis le jour du dit  
contrat d'acquisition jusqu'à présent, les parties  
on fait compasation avec les fruits, revenus et [?]  
que le dit Jean Bte. Arcan a reçus et touches, accaues  
des dites bâtisses

DOCUMENT 11

---

des dites bâtisses terres et héritages cidessus déclaré et délaissés, dont les parties se quittent pareillement l'un et l'autre, car ainsi etc.

Et pour l'exécution des présentes les dit comparants ont élu leurs domiciles aux lieux sus-mentionés auxquels lieux etc car ainsi etc

Promettant etc obligéant etc Renonçant etc

Fait et passé à St. Athanase en l'office du dit William McGinnis, Ecuier, le seizième jour du mois de Janvier avant midi de l'an mil huit cent quarante, a le dit rétrocedent déclaré ne savoir signé de ce enquis a fait sa marque ordinaire d'une croix, et le dit William McGinnis, Ecuier a signé avec nous Notaires, lecture faites, ainsi quil appert en la minute, (Signé) W. McGinis agent de W.P. Christie, Jean Bte X Arcan, H. Aubertin N.P. et du Notaire soussigné, un mot rayé nul deux renvois en marge approuvés sont bons

(Sgn) Edmond Clément  
Not Pub

---

SOURCE: MG8 F99.9, 10, 012446-8.



DOCUMENT 12

DECLARATION AND ACKNOWLEDGEMENT TO A. PINSONEAULT

FEBRUARY 25, 1841

On this Day, the ... of the month of ... in the year of our Lord, one thousand eight hundred and forty ... BEFORE the undersigned Public Notary, duly admitted and sworn as such, in and for the Province of Canada, residing in the District of Montreal,

Personally Present and Appeared, *his name unknown*

*Meeting in the presence of Notary ...*

who does hereby acknowledge and declare that he is the actual proprietor and possessor of a certain lot of ground and premises situated within the tenure of the Seigneur of ... in the District of Montreal, to wit, of

*The lot number one situated on the ... with ... of the Seigneur of ... your ... by ... eight ... in ... the ... by the ... and ... to ... the ... and ...*

which said lot of land was and is charged, affected, hypothecated, and mortgaged to and in favor of the Domain of the said Seigneur, with an annual and perpetual seigniorial rent, cens et rentes, foyers, seignioriales et non rachetables, and was and is subject to the right of lods et ventes and other seigniorial dues and charges, to and in favor of the domain of the said Seigneur of ...

That the late Napier Christie Burton, in his lifetime of London, in England, a General in Her Majesty's Forces, was for many years previously to his decease and until his decease, which took place on the second day of January, one thousand eight hundred and thirty-five, possessed as proprietor of the said Seigneur of ... and also of divers other Fiefs and Seigniories in this Province; and that he, the said Napier Christie Burton, by his last will and testament, dated and made at London upon the twenty-fourth day of December, one thousand eight hundred and thirty-four, gave and bequeathed all things and sums of money due to him in his own right, and all things and sums of money due to him as personal representative and heir at law of his father, General Gabriel Christie, including therein all the arrears of cens et rentes and lods et ventes and other

seigniorial dues owing to him by reason of the said Seignories, to George Burton Hamilton, formerly of London, in the County of Middlesex, and now of Chelmsford in the County of Essex, in England, Clerk, William Henry King, of London aforesaid, Esquire, and Edmé Henry, of Lachine, in this District, Esquire, and to the survivors and survivor of them and the executors of such survivor, for the purposes and in the manner in the said will expressed, and further appointed the last mentioned persons Executors of his said last will and testament, and that they, the said George Burton Hamilton, William Henry King, and Edmé Henry, by a certain deed of sale, transfer and assignement, dated the twenty-first day of December, One thousand eight hundred and thirty-nine, for good and valuable considerations, legally sold, assigned, transferred, and made over to Alfred Pinsonneault, of the City and District of Montreal, Esquire, all the said arrears of *cens et rentes* and *lods et ventes* and other seigniorial dues which had accrued and were due and owing to the said late Napier Christie Burton, during his lifetime, by reason of the said fiefs and Seignories, and which were subsequently to the decease of the said Napier Christie Burton due and payable to them, the said George Burton Hamilton, William Henry King, and Edmé Henry, under and by virtue of his said will, by reason whereof, he, the said Alfred Pinsonneault, is now in his own name and for himself entitled to demand, have and receive all the arrears of *cens et rentes*, *lods et ventes* and other seigniorial dues which had so accrued and were due and owing to the said late Napier Christie Burton during his lifetime and at the period of his death as aforesaid.

And the said *Alfred Pinsonneault* further declared that divers arrears of *cens et rentes* and *lods et ventes*, and other seigniorial arrears had accrued upon the said lot of ground and premises, before the said second day of January, one thousand eight hundred and thirty-five.

And in order to settle and establish the amount, and balance of arrears of *cens et rentes* and *lods et ventes*, and other seigniorial due, which had so accrued and become due upon the said lot of ground and premises up to the said second day of January, one thousand eight hundred and thirty-five, the said *Alfred Pinsonneault* caused the title deeds of the above lot of ground and premises to be read and examined, together with the receipts of all sums of money which have been paid on account and in deduction of the said arrears of *cens et rentes* and *lods et ventes* and other seigniorial dues, up to the said second day of January, one thousand eight hundred and thirty-five; and the result of that examination and settlement proved that the said *Alfred Pinsonneault* was, and is still indebted to the said Alfred Pinsonneault as being the legal representative, and invested with the rights of the said late Napier Christie Burton, to the extent and in the manner aforesaid, in the sum of *ten thousand seven hundred*

*seven shillings and half penny* current money of Canada, for *cens et rentes*, *lods et ventes* and other seigniorial dues accrued upon the said lot of ground and premises up to the said second day of January one thousand eight hundred and thirty-five.

And the said *Alfred Pinsonneault* doth in consequence, hereby acknowledge and confess to be well and truly indebted to the said Alfred Pinsonneault, for the reasons above mentioned, in the said sum of *ten thousand seven hundred*

*seven shillings and half penny*

Halifax currency, which sum, the said *Alfred Pinsonneault* hereby promise and bind himself his heirs and assigns to pay, or cause to be paid unto the said Alfred Pinsonneault, his heirs or assigns the said Alfred Pinsonneault being hereto present and accepting, with the lawful interest on the said sum, to be computed at this date, at the rate of six per centum per annum, as follows:

DOCUMENT 12

0. 0554

the ~~right~~ shall be considered null and void, and the said ap-  
peared and thirty- shall be considered null and void, and the said ap-  
peared do hereby cancel and annul the said obligation and acknowledgment of said  
last mentioned date, and do hereby declare the same void and of none effect, as  
fully and effectually to all intents and purposes as though the same had never been  
made or granted.

And for the execution of these presents the said debtor has elected his  
domicile at \_\_\_\_\_ place of residence above mentioned, Where, &c. Promising, &c.  
Obliging, &c. Rescinding, &c.

*DOMINIC PASQUA* at \_\_\_\_\_  
on the day, month and year first above written, in the \_\_\_\_\_ noon, and  
signed by the said \_\_\_\_\_  
According to \_\_\_\_\_

*Witness my hand and seal*

*Witness my hand and seal*  
*J. B. [Signature]*  
a true copy of the original remaining in the  
office of the undersigned Notary  
*J. B. [Signature]*

SOURCE: PAC, MG 8 F99.9, 18, 6552-4.

DOCUMENT 13

DECLARATION (CQB), HAMILTON VS HEBERT, JULY 22, 1844

PROVINCE OF CANADA,  
District of Montreal

Court of James Duchesne

GEORGE BURTON HAMILTON & AL.

PLFFS.

vs.

Augustin Hebert

DEFT

GEORGE BURTON HAMILTON, formerly of London, in the County of Middlesex, and now of Chelmsford, in the County of Essex, in England, Clerk, WILLIAM HENRY KING, of London aforesaid, Esquire, and ~~Executors of the last Will and Testament, and Universal Fiduciary Legates of the late NAPIER CHRISTIE BURTON, in his lifetime of London aforesaid, General in Her Majesty's Forces, PLAINTIFFS, complain of Augustin Hebert, of the Province of Lower Canada, in the District of Montreal, German Defendant~~

For that whereas, the said late Naper Christie Burton was, at the time of his decease hereinafter mention'd, and for the thirty years immediately preceding his decease, Seigneur, Proprietor and Possessor of the Seignories of Bligny, Sabrevoy, Noyon, Del'ery, Lucolle and Repeatigny, in the District of Montreal.

And whereas, the said late Naper Christie Burton departed this life on or about the first day of January, one thousand eight hundred and thirty-five, having previously to his decease, made and executed his last will and testament, according to the forms of the laws of England, at London aforesaid, on the twentieth day of December, one thousand eight hundred and thirty-four, with a codicil thereto annexed, dated the twenty-third day of December, one thousand eight hundred and thirty-four, by which last will and testament and codicil the said late Naper Christie Burton, after providing for his funeral expenses, the payment of his debts and of divers particular legacies, did give and bequeath, among other things in the said will specified, all things and monies due to him in his own right, and all things and sums of money due to him as personal representative and heir at law of his late father, General Gabriel Christie, Esquire, or otherwise, unto the said Plaintiffs, the executors of his said will, and the survivor of them, and the executors of such survivor, upon the trusts in the said will contained, and the said late Naper Christie Burton, in and by his said last will and testament, and by the said codicil thereto annexed, gave and bequeathed all his estates and seignories, situate in the Province of Lower Canada, to wit, in that part of the Province of Canada, heretofore called Lower Canada, to the Plaintiffs, their heirs and assigns, for the trusts, intents and purposes contained and set forth in the said last will and testament and codicil annexed and in and by the said will nominated and appointed the said Plaintiffs to be the executors thereof, which said last will and testament and codicil were afterwards, to wit, on the ninth day of April, one thousand eight hundred and thirty-five, duly proved in the Prerogative Court of the Archbishop of Canterbury, at London, according to law, of which last will and testament and codicil the Plaintiffs bring here into Court a copy, to form part of these presents.

*Augustin Hebert  
Seigneur, in his will  
some of his seignories  
in the District of  
Montreal & vicinity  
with the said late  
Christie*



Henry King and John Henry (the said George Burton Hamilton and the said William Henry King being in the said deed described as then being resident at London aforesaid) thereby voluntarily acknowledged and consented in deed to be legally and truly indebted, for the causes aforesaid, to the said title and possession of the said late Nyker Christa Burton, in the said sum of £57 17/1

*and the said title  
Christa Burton  
M.P.D.*

currency, the said *£57 17/1* accepting for the said Plaintiff, which last mentioned sum the said Defendant thereby promised and bound and obliged himself, his heirs and assigns, to pay and deliver, or cause the same to be paid and delivered to the said title and possession, or their representatives, to wit, to the said Plaintiff, or the bearer of the said deed, which the Plaintiff may lawfully interest on the said sum, to be computed from the day of the date of the said deed, the said interest to be payable at ten annuities, that is to say, the said debt with interest aforesaid, to be paid by the said Defendant to the said Plaintiff, *and the said title Christa Burton*

*as follows - one third of the said sum in the month of March 1834, one third in the month of the following year and the remainder paid in the month of March of the year following - the whole without abatement or abatement of the said debt, and without prejudice to the privileges that were attached to it. As the whole will appear more fully by reference to the said deed, of which the Plaintiff bring here into Court an authentic copy to form part of these presents.*

And the said Plaintiff aver, that under and by virtue of this said Deed *the whole of the said sum of £57 17/1 by said interest is enforced to be received and paid payable by the Defendant to the Plaintiff in their said capacity.*

And the said Plaintiff aver, that the Defendant, although often requested to pay the said sum of money, hath at all times neglected and refused so to do, and the same, with the interest aforesaid, is still in arrear and unpaid to the said Plaintiff in their said capacity.

Wherefore, the said Plaintiff, in their said capacity, bring suit and pray, that the said Defendant, for the causes aforesaid, may be adjudged and condemned to pay and satisfy to the said Plaintiff in their said capacity the said sum of *£57 17/1*

*Sum of £57 17/1 with interest thereon from the third day of October 1834 to the said day of payment.*

until paid and costs of suit

MONTREAL, 22nd July 1844 *W. McLeod & Co. Solicitors*

*Guaranty  
M. McLeod & Co.  
Attorneys*

*Attorneys*

## DOCUMENT 14

## ASSIGNMENT OF RENTS DUE NCB TO A. PINSONEAULT, APRIL 17, 1846

[Whereas there was due Napier Christie Burton] from the several tenants or habitants [in the seigneuries of Lacolle, Delery, Noyan, Sabrevois, Bleury and Repentigny, rents and arrears of rent, fines, amerciements and other services due to the executors] but in the collection and receipt of which rents and premises great inconvenience and expense will be incurred especially by reason of such seigneuries, manors or lordships having on the decease of the said Napier Christie Burton having been taken possession of by his natural son William Plenderleath, claiming to be entitled thereto under the will of General Gabriel Christie, the father of the said Napier Christie Burton and the said William Plenderleath having ever since kept such possession together with the books and papers relating to the same . . . [and, whereas Reverend George Burton Hamilton of Chelmsford, County of Essex, William Henry King of Grays' Inn and the late Edme Henry, deceased, in his lifetime of Laprairie have contracted to] sell and absolutely dispose of these rents at and for the price of £2,221 to be paid in four yearly installments in January of 1841, 1842, 1843 and 1844, and in consideration of which, they do grant, bargain, assign and transfer all arrears due to NCB which became due before and to January 2, 1835, and do constitute Alfred Pinsonault (AP) their true and lawful attorney for the proper use and benefit of [AP] from time to time and at all times hereafter to ask, demand, sue for, recover and receive of and from the said tenants...in any manner howsoever and on payment thereof to make and assent to all just and reasonable abatements, payments or allowances, for or in respect of land tax rates, repairs, and other outgoings paid or done by such tenant or habitant...for [NCB]; to sign and deliver proper and effectual receipts, releases or other discharges or acknowledgements for the same, ...and...to settle, adjust or refer to arbitration or other decision any account or accounts reckoning...or disputes whatsoever with any of the tenants or habitants, between whom or wherein the said Napier Christie Burton during his life time was in difference, interested or concerned, and to pay or receive the balance or balances or other sums of money which may be awarded or payable in respect thereof and also...to prosecute and follow or to discontinue...or adjust and compromise . . . as . . . [AP] or his counsel shall see cause or be advised. . . . [Hamilton, King and Henry covenant that they have not encumbered the premises assigned, and will not execute any act which would prevent AP from receiving and taking the arrears, and will assist him by acts and deed when necessary.]

(sgn) George Burton Hamilton  
 (sgn) William Henry King  
 (sgn) Edme Henry  
 (sgn) Alfred Pinsonault

SOURCE: ANQ-M, I. J. Gibb, Acte de Dépôt, April 17, 1846.

DOCUMENT 15

ACKNOWLEDGEMENT AND OBLIGATION TO WPC, APRIL 26, 1847

*1847*  
*26<sup>th</sup> April 1847*  
*Obligations 21/12/3*  
*Sarah Warner*  
*W. & D. Mc Cormick & Co's*  
*16<sup>th</sup> May 1847*

WILLIAM MCGINNIS  
AND  
RICHARD MCGINNIS

Thereby duly authorized by the Testamentary  
Disposition of the late William McGinnis  
Messrs, Esquire, Seignor, &c &c &c

*1847*  
*1845*  
*William McGinnis*  
*Sarah Warner*  
*1847*  
*1845*  
*1847*  
*1845*  
*1847*  
*1845*



Before us, THE UNDERSIGNED PUBLIC NOTARIES, duly commissioned and sworn, in and for that part of the Province of Canada heretofore called Lower Canada, dwelling in the District of Montreal, in the said Province.

Personally Appeared, WILLIAM MCGINNIS, of Christeville, in the Seigniorie of Bleury, in the District of Montreal aforesaid, Esquire, and RICHARD MCGINNIS of St Johns, also in the same District, Esquire, who did, in the presence of us Notaries, and by these presents do acknowledge and confess, THAT WHEREAS, the late WILLIAM PLENDERLEATH CHRISTIE, in his lifetime of Christeville aforesaid, Esquire, deceased, was Seigneur of the Seigniorie Bleury aforesaid, and of other Seigniories within the said District of Montreal, and held, possessed and enjoyed the same for several years next preceding the day of the date of his demise, to wit, on the fourth day of May, one thousand eight hundred and forty-five, at Blackrock, near Dublin, in Ireland

AND WHEREAS, the said late William Plenderleath Christie, in and by his Last Will and Testament, executed before witnesses on the seventeenth day of March, one thousand eight hundred and forty-two, at Christeville, aforesaid, and codicils annexed thereto, afterwards duly proven and enregistered in the Register of Probates for the said District of Montreal, did give, devise, and bequeath the said Seigniorie Bleury and other Seigniories to him appertaining as aforesaid, in the said District of Montreal, unto and amongst the several Legatees therein named.

AND WHEREAS the said Testator did, in and by his Last Will and Testament aforesaid constitute and appoint, among other persons, the said William McGinnis and Richard McGinnis, Executors thereof, and did also thereby specially direct and request them, the said William McGinnis and Richard McGinnis, to collect the seigniorial Arrears, and Dues, owing to the said Testator, at the time of his demise, to and for the uses and purposes therein declared, expressed and set forth.

AND WHEREAS they, the said William McGinnis, and Richard McGinnis, in pursuance of the Testamentary direction and request before mentioned, have duly examined the Terriers, and Rent Rolls, of the said Seigniories, and the Receipts and Accounts touching the same, and have thereby ascertained and established the precise amount of arrears of Cens et Rentes, Lods et Ventres, and other Seigniorial dues which have accrued and become due upon each separate Lot of Land or Concession of and in all any and each of the said Seigniories held, possessed and enjoyed by the said late William Plenderleath Christie, in his lifetime as aforesaid.

AND WHEREAS, on the fourth day of May one thousand eight hundred and forty five, seigniorial arrears of Cens et Rentes and Lods et Ventres, amounting altogether to a sum of *eleven pounds twelve shillings & three pence*

currency, were then and are still unpaid, due, charged and chargeable upon certain Lot of Land or Concession situate within the *censive* of the seigniorie of *Notre-Dame-de-la-Pointe* in the said District of Montreal, the said last mentioned Seigniorie appertaining and belonging to the said William Plenderleath Christie, at the time of his decease, aforesaid, the said Lot of Land or Concession described as follows, that is to say—

*the East part of No. thirty Eight in the village of Hamlet in the seigniorie of St-John. Containing about four arpents in superficies, bounded to the south in front by the Queen High way to the north & depth by a Quarter of the*

second Concession new survey, on one side  
 to the West by Henry Warner and on the  
 other side by M<sup>r</sup> Sturtevant of the second Concession  
 a New Survey of the surplus of land known  
 secondly another piece or parcel of land known  
 as the East part of M<sup>r</sup> Sturtevant of the second Concession  
 a New Survey partly in the beginning of  
 a road & partly in the beginning of a lane was  
 bounded to the South partly by the Queen High way  
 Village of Haverhill and partly to the Queen High way  
 in depth to the North by one Duquet on one side  
 by J. B. Leconte and on the other side by Henry  
 Warner. Containing sixty arpents in superficies

**NOTARIE**, THE SAID NOTARIES, and this Deed do Witness that

*John Warner* farmer of the  
 Seigneurie of *Stoyan*

CAME AND APPEARED BEFORE US at the time of the execution hereof  
 and did acknowledge and confess that *he is* Censitaire,  
 Owner, and Proprietor of the Lot of Land or Concession, hereinbefore described,  
 and that the said sum, is justly charged, affected and hypothecated, *hypothéqué*, to  
 and towards the Domain of the said Seigneurie of *Stoyan*  
 to the amount aforesaid of the said arrearages of Cens et Rentes, Lods et Ventes,  
 and other seigniorial dues as aforesaid, and by reason and in consequence whereof,  
 the said *John Warner*

Censitaire do *he* hereby ac-  
 knowledge and confess to owe and to be justly and truly indebted, on the day of  
 the date hereof, unto the said William McGinnis and Richard McGinnis, in their  
 said qualities and capacities, here present as aforesaid, and accepting thereof as  
 thereto duly and specially authorized as aforesaid in and by the said Last Will and  
 Testament, in the amount or sum aforesaid of arrearages of Cens et Rentes, Lods  
 et Ventes and other Seigniorial Dues hereinbefore particularly specified up to the  
 day of the date herein last before mentioned, and the said Censitaire do by  
 these presents promise, bind and oblige *himself to him & heirs*  
 to well<sup>2</sup> and truly pay or cause the same to be paid, with legal interest thereon,  
 unto the said William McGinnis and Richard McGinnis, in their said qualities  
 and capacities, acting as aforesaid, or to the survivor of them, to and for the uses,  
 intents and purpose designated in and by the said Last Will and Testament, after  
 the day of the date hereof, to wit, in *one year from this*

*Date*

AND it is hereby specially agreed by and between the said parties to these presents, that nothing herein contained shall affect, alter or change, or be construed to affect, alter, or in any wise change the nature of the Debt hereinbefore mentioned, nor shall anything herein contained cause or produce novation, but on the contrary, that all the Rights, Privileges and hypothecs acquired and created by the laws and customs of this Province, for the surety, *garantie*, of the payment of *Cens et Rentes, Lods et Ventes*, and other seigniorial rights, and which appertained to the said late William Plenderleth Christie at the time of his demise, are by these presents preserved intact in favor of the said William McGinnis and Richard McGinnis in their said qualities and capacities, or the survi. or of them, thereto specially authorized as aforesaid, in the same manner as if these presents had not been made or executed, for thus, &c

Election of Domicile by the said parties as follows, to wit, the said *Censitaire* at and upon the Lot of Land or Concession hereinbefore described, and the said William McGinnis and Richard McGinnis acting as aforesaid at their several places of abode first above mentioned, where, &c

*Done and Passed at* *Montreal* *in the presence of the*  
*undersigned, notaries*  
in the said District of Montreal, this *twenty-sixth* day of *April*  
in the year of our Lord, one thousand, eight hundred and *eighty-seven*  
*and valid in those places where the said parties have their*  
*abodes*

*Wm. McGinnis*  
*Richard McGinnis*

*H. W. W. W.*

*Notary Public*  
*(Signature)*

Before the undersigned Public Notary,  
of the Commission in & under the Great Seal of  
the Province of Canada, hereof first constituted,  
the Province of Lower Canada, sitting in the  
District of Montreal,

Especially appeared W. Henry Mc Ginnis,  
Esquire, residing in the Village of Christieville, one of  
the Creditors named in the within Obligation,

and  
Wm. J.  
11/21/60  
Wm. J.  
11/21/60  
Wm. J.  
11/21/60  
Wm. J.  
11/21/60

Who, in the said capacity, where he has acted  
in the said Obligation, has acknowledged & confessed  
to have received from the said William the Debtor  
therein the full amount of principal, as in &  
interest of the said Obligation, whereof he is content  
& satisfied, & does release, acquit & discharge him,  
the said Debtor generally & finally, for this day

Done & passed at Christieville, in the office  
of the undersigned Notary, upon the number three  
thousand, one hundred & thirty on the ninth day of May  
in the year of our Lord one thousand eight hundred  
forty eight, in the forenoon, & signed by the said  
Wm. Ginnis, these presents having been first duly  
read, according to her two marginal note good

Wm. Ginnis Esq.  
for and to be certified  
Wm. J. Harrell  
Notary

PRIVY COUNCIL DECISION IN KING VS TUNSTALL, JULY 21, 1874

By Indes

C.R.

Statement of Case

C.R.

HENRY JOHN STYRING KING VS MARY ELIZABETH TUNSTALL AND OTHERS

AND THREE OTHER CASES BY THE SAME APPELLANT

ON APPEAL FROM QUEBEC COLLEGE OF QUEEN'S BENCH ON APPEAL FROM QUEBEC SUPERIOR COURT

QUEBEC.—Wills.—Gifts in Adulterine Bastards.—Substitution

The complete version of the Imperial Act (14 Geo. 3 c. 87) and of the Quebec Act (14 Geo. 3 c. 4) is set forth in the full law which prohibited gifts by will to adulterine bastards.

Under the old law derived from the Roman Law, and subsequently incorporated into the Canadian Code (see c. 5, s. 8) wherever there is a limitation by way of substitution the substitution opens in the time with reference to which the capacity of the substitution is to take effect to be determined.

Statement of Case

This was a consolidated appeal from the judgments of the Court of Queen's Bench for the province of Quebec, Canada, in four actions of expectancy brought by the Appellant to recover from the Respondents four fiefs or seigniories in the said province of Quebec, which were in their possession. (See 14 L. C. J. 197) For the purposes of this appeal, the facts and pleadings in the four cases were identical and uncontroverted, and the sole question raised was whether upon the facts next hereinafter stated the Appellant or the Respondents were entitled to the said seigniories.

The four seigniories in question were respectively Delery, Sabrevois, Incelle, or Leclercq, and Noyau were at the end of the last century the property of a general in the English army, named Gabriel Christie, who had been for several years stationed in Canada.

Gabriel Christie duly and lawfully acquired in English form on the 14th of May, 1780, and by it he devised the seigniories according to the following limitations:—

"To the use of my only and eldest son Napier Christie Burton and the heirs male of his body lawfully begotten or to be begotten, and for default of such issue to the use of the heirs male of the body of my said Gabriel Christie, lawfully begotten or to be begotten, and for default of such issue to the use of my said natural son James Christie and the heirs male of his body lawfully begotten, and for default of such issue to the use of my said natural son Gabriel Plenderleath and the heirs male of his body lawfully begotten, he, the said Gabriel Plenderleath, and the heirs male of his body taking upon himself and the heirs male of his body using the surname and arms of Christie, and not otherwise, and for default of such issue to the use of my natural son George Plenderleath and the heirs male of his body lawfully begotten, he, the said George Plenderleath, and the heirs male of his body taking upon himself and themselves, and constantly using the surname and arms of Christie, and not otherwise, and for default of such issue to the use of my said natural son William Plenderleath and the heirs male of his body lawfully begotten, taking upon himself and themselves, and constantly using the surname and arms of Christie, and not otherwise, and for default of such issue to the use of my said natural son William Christie and his heirs male for ever."

The testator died in the year 1799, leaving his wife surviving him and three legitimate children, viz. Mary, Napier Christie Burton named in the will, and two daughters, Katharine and Sarah.

By her notarial deed of the 21st of August, 1800, between Napier Christie Burton in his own name of residuary legatee, and the widow and daughters of Gabriel Christie, the will was executed, and the legacies therein contained were accordingly arranged to be made in full payment of

the legacies to the widow and daughters mentioned in the will. And Napier Christie Burton then took possession of all the property of Gabriel Christie, and inter alia of the four seigniories in question, in accordance with the will.

Napier Christie Burton died in the year 1825 leaving no son. William Christie, to whom the final remainder in the will was limited, died during the lifetime of Gabriel Christie without children, and a legitimate natural child of Gabriel Christie, James Christie, and Gabriel and George Plenderleath had also died without children during the lifetime of the testator's son, Napier Christie Burton, before the substitutions in their favour opened, and the only devise over in the will which had not lapsed before the death of Napier Christie Burton was that in favour of William Plenderleath.

William Plenderleath named in the above will was an adulterine bastard son of Gabriel Christie, the testator. The Appellant claimed the seigniories in question (the subject of the above limitations), under the will of Napier Christie Burton, who it was admitted was entitled absolutely, if each successive substitution failed by reason of the death of the substitute before the substitution opened, the Respondents claimed under the will of William Plenderleath and the issue of law between them was whether the above limitation in favour of William Plenderleath was valid. William Plenderleath, on the death of Napier Christie Burton in 1825, assumed the name and arms of Christie by royal licence and took possession of the seigniories, and remained in possession till his death in 1845.

Napier Christie Burton, by his will which was duly made in England, and in English form, and bore date the 20th of December 1834 devised his real estate in Canada and elsewhere to an illegitimate daughter, Christiana Hornum, and in the event of her subsequently having been legitimated without issue, and without having sold the said real estates, he devised them absolutely to the Appellant in the following terms:—

"Then I do give, devise, and bequeath unto and appoint unto and every the said several estates and seigniories and all my rent and interest thereon, and all other my real estates in possession, reversion, remainder, or expectancy, unto the said Henry John Styring King, his heirs and assigns, absolutely for ever, wishing that he and they do perpetuate and use my surname, Christie, and not other, and do use the arms of Christie, alone or together with their own, in case the requisite authority for taking the said surname and bearing the said arms can be obtained."

The will contained no devise over in case the Appellant did not take the name and arms of Christie.

William Plenderleath Christie, by his will and codicils, when made in Canada, and dated respectively the 16th of March 1841 and the 1st of March, 1845, devised the said seigniories to various persons, who accepted the devises so made in their favour and made use of the same. The Respondents obtained possession thereof.

The actions in which this appeal was brought were commenced by the Appellant in the Superior Court for the province of Quebec, Canada, on the 13th of July 1861.

The Appellant in each of his declarations claimed the said seigniories under three counts. In each of his three counts he claimed as the devisee of Napier Christie Burton.

In the first count Napier Christie Burton was in effect alleged to have been entitled as heir-at-law to Gabriel Christie.

In the second count the title of *Napier Christie Burton* was deduced as devisee under the will of *Gabriel Christie*, and the Appellant alleged that the substitutions in favour of *Gabriel Christie's* four natural sons, *James Christie*, *Gabriel Plenderleath*, *George Plenderleath*, and *William Plenderleath*, were void, they having been, as was alleged, adulterine bastards, and that (the said *William Christie*, the ultimate devisee, having died before the testator), *Napier Christie Burton* became, immediately after the death of *Gabriel Christie*, the absolute proprietor and possessor of all his real estate, and as such entitled to devise the same to the Appellant.

In the third count of the declaration the title of *Napier Christie Burton* was deduced as having been, at the time of the death of *William Christie*, who was the ultimate devisee or substitute under the will of *Gabriel Christie*, the heir-at-law of *William Christie*.

The Respondents filed three demurrers, eight special pleas of great length and the general issue.

The first demurrer was a formal one to the whole declaration, on the ground that the counts were inconsistent with each other and could not be relied on together, this was subsequently decided in the Appellant's favour, and the Respondents did not appeal.

The second demurrer was to the second count, on the grounds that the Imperial Act, 14 Geo. 3. c. 81, and the *Lower Canada* Act, 11 Geo. 3. c. 4, removed the disabilities of adulterine bastards, and that though the latter Act was subsequent to the death of *Gabriel Christie*, it was prior to the opening of the substitution in favour of *William Plenderleath*, who was by it rendered capable of taking the estate on the death of *Napier Christie Burton*, who was not therefore entitled to more than a life interest in the estate, and could not devise it by will.

The third demurrer was to the third count and was on the grounds that *Gabriel Christie* and not *Napier Christie Burton* was the heir of *William Christie*, and further, that *William Christie* having died during the lifetime of *Gabriel Christie*, the devise in his favour failed.

The first two special pleas alleged in effect that the devise by *Napier Christie Burton* to the Appellant was conditional on his taking the name and arms of *Christie*, and that the Appellant was not entitled to sue till he had done so.

The third, fourth, and fifth pleas set up the notarial deed of the 8th of August, 1800, between *Napier Christie Burton* and the widow of *Gabriel Christie*, as estopping the Appellant from alleging *Napier Christie Burton* to have been entitled as heir and not under the will.

The third and fourth pleas also set out the title of the Respondents under the will of *William Plenderleath*, and alleged that the devise in favour of *William Christie* lapses by his death in the testator's lifetime, and that *William Plenderleath* was entitled to the property absolutely.

The sixth and seventh pleas set up a prescription of twenty and ten years respectively.

The eighth plea alleged that the possession of the Respondents was *analogous*, and that they were not therefore liable to repay the mesne profits, and were entitled to set off sums expended in good faith upon the property amounting to £5000.

The ninth plea was the general issue.

To these pleas the Appellant filed rejoinders, a demurrer, and joinders of issue, and he also demurred to the first two pleas.

It was subsequently ordered by the Court that before adjudicating upon the title of law the parties

should proceed to evidence, and that questions of law should be reserved for adjudication till the case was heard on the merits.

On the 21st of February, 1870 the Court of first instance (*Lombard, J.*) (in a judgment reported in 14 *Low Can Jur.* p. 19), dismissed the Appellant's motions for the following, amongst other reasons, *namely*—

"Considering that the late *Napier Christie Burton* in the pleadings mentioned, was not heir-at-law of his uncle *William Christie*, in the lifetime of his father *Gabriel Christie*, as erroneously alleged by the third count of the declaration of the Plaintiff.

"Considering that by law and the jurisprudence of the Courts of this province, the testator *Gabriel Christie* had since the passing by the Parliament of *Great Britain* and *Ireland*, of the Act numbered chapter 83 of the Acts passed in the fourteenth year of the late reign of his late Majesty, *George III.*, capacity to dispose of his estate and property without reserve, restriction, or limitation.

"Considering that from and after the passing of the Act of the late Province of *Lower Canada*, numbered chapter IV of the Acts passed in the forty first year of the reign of his said Majesty a testator had a right to bequeath in favour of any person or persons whatsoever all and every his or her lands, goods, or profits, without reserve, restriction, or limitation.

"Considering that by law and the jurisprudence of the said late Province of *Lower Canada*, the late *William Plenderleath Christie* had capacity to take the bequests made to him by the will of the testator *Gabriel Christie*, at the date of the death of the late *Napier Christie Burton*, to wit, in the year 1815, when the substitution in favour of the said *William Plenderleath Christie* took effect."

The Appellant appealed in every case from the judgment of the Court of Queen's Bench in the province of *Quebec, Canada*. The appeals were heard together, and on the 19th of September 1872 the Court (*Duval, C.J., Caron, Baudry, Vank and Bossé, JJ.,—Moul, J.*, dissenting), confirmed the judgment of the Court below.

## Judgment by Privy Council

The judgment of their Lordships was delivered by THE LORD JUSTICE JAMES—Their Lordships have listened with great attention and interest to the very able arguments which have been addressed to them by both the learned counsel in support of the Appellant's case. Their Lordships will assume for the purpose of disposing of this appeal that the old law was exactly as stated by the learned counsel, that is to say, that according to the  *Coutume de Paris*, which was planted in *Canada* by royal authority as the law of *Canada* under the French dominion, the gift of a question to *Pleudratha* would be an absolutely null and void gift, by reason of the doctrines of that law, as to adulterine bastards. They will assume that it was proved in point of fact that *Pleudratha* was an adul-

terine bastard, and that it would have been inoperative under the old law of *France* in such a gift as this, that is to say, a gift by way of substitution of the family estates, is to which it could not well be pretended that they were given by way of sustenance or alimony.

Their Lordships assume further for the purposes of this decision, that the doctrine of prescription would not apply to a case of this kind, although if it were necessary to determine that point, they would have required further argument. It would have required further consideration to determine whether possession openly taken under a claim of right under an instrument of this nature and under one construction of an Act of the Legislature, such possession being held during the whole of the lifetime of the person who had so taken it, and afterwards for a great many years by the successor, would or would not be brought within the description of possession under a *juste titre*. Their Lordships assume, however, that the doctrine of prescription would not apply to this case.

The matter then resolves itself into a question which the Courts in *Canada* have decided upon more than one occasion, and after a great interval of years, as to what was the conjoint operation of the English Act, and of the *Canadian Act*, and of the provision of the *Canadian law* which is embodied in the Code as to the period at which the capacity of a substitute is to be ascertained.

At the time when the English Act was passed, it is clear that in the settlement of *Lower Canada* the Sovereign Legislature did not think fit to establish the old *Canadian law* without several notable exceptions.

One notable exception to which your attention was called very lately in the argument was this, that in part of the old *Canadian law* would apply to lands given in

[7] A.C.

Judgment by Privy Council

common soilage, from which it would follow apparently that with regard to lands in common soilage, it was perfectly within the power of the testator to give by a gift *inter vivos*, or by a testamentary disposition to give them to any person whatever without any restriction arising from the character of the donee. It would be singular that there should be one law based upon the grounds of public morality and public policy which would make a gift of anything but land in common soilage void, but which would make gifts of land held in common soilage perfectly good. It would be difficult to conceive now any principle of public morality or public policy could make the disposition as to one class of property void upon these grounds, and not void as to another class of property.

But beyond that the law of *England* having from the earliest period, from the time when testamentary dispositions were introduced, given absolute power to a testator to deal as he pleased with his property, wholly regardless of any moral or natural obstructions, the English Legislature introduced that law into *Lower Canada*. It is not immaterial to observe, as was pointed out by Mr Justice *Baldwin*, in an argument which has been attracted for many years in some respects, but is nevertheless a very able and very learned argument, that in the old *Coutume* as to testamentary power, the power to the extent to which it then existed is expressed to be a power which could be exercised in favour of "*des personnes capables*." Those are the words. When the English Legislature came to deal with it, those words were left out—their Lordships do not say intentionally—but the omission is a matter that deserves observation and consideration and might well have been considered and considered by the *Canadian Legislature* in passing their subsequent Act. To the owner of property was given unlimited, unqualified testamentary power, so far as he is concerned, and so far as his children, or other persons who would under the old law have had paramount rights of succession are concerned. But then a doubt arose, or might have arisen, as to whether that removed any personal incapacity on the part of the donee or legatee to take. The *Canadian Act*, which was, however, not passed until after the death of the testator in this case, put an end to such doubt as to the capacity of donees or legatees. It is required, indeed, by the counsel for the Appellant, that the incapacity under the old *Coutume* was an incapacity of the testator, that a man was to be deemed from or punished for adultery by being it impossible for him to make any provision for his adulterine bastard, beyond a bare subsistence, that therefore it was the adulterine's capacity to give to his adulterine issue, not the capacity of the father to take from his adulterine issue, that was extinguished by the old law, and that such incapacity was not dealt with by the new law.

If that were clearly made out, then it appears to their Lordships that the first Act did everything that was necessary. If the capacity of the testator was alone to be dealt with, the first Act had given unlimited and unqualified capacity to every testator. But the old law had not only said it should not be lawful for the testator to give, but had gone on to say in terms frequently repeated, it should not be competent for the offspring of the adulterous intercourse to take. Indeed, those persons were declared to be the issue of a *dammatus colonus*, and strong expressions of that kind were used from which it might be inferred and probably deduced that not only the testator was prohibited from giving, but that they were prohibited from receiving. Hence when the English statute came, doubts and difficulties might well arise

[7] A.C.

Judgment by Privy Council

Doubts and difficulties did in fact, arise before the passing of the Canadian Act not exactly in this particular case but on the general question as to whether not only the capacity of a testator had been established, but whether the incapacity of a donee to receive had been removed. It seems to have been held that the incapacity of a donee to receive had not been removed when it arose from a special principle of law, such as the incapacity of the guardian to receive from a pupil or ward a gift by a testamentary instrument. The object of such a principle of law could not, of course, have been to inflict any disability on the pupil, but to prevent a guardian from abusing the influence which he had in obtaining the gift. Therefore it might well have been held that such a restriction, based upon the necessity of preventing the undue exercise of a peculiar influence could not have been within the purview of the English Legislature, which simply removed the general testamentary incapacity, the incapacity of making a testament to the dishonour of the heirs. And the same question or a similar question might well have arisen as to the restriction on gifts to adulterine bastards. In the state of things the Canadian Legislature, having before it the English law, passed an Act which professed to explain as well as to amend the English Act, and it proceeds to recite that doubts and difficulties had arisen with respect to the construction of the English Act. These doubts and difficulties it was perfectly within the competency of the Canadian Legislature to deal with as they thought fit, being a mere matter of disposition of property in the colony, not affecting any Imperial policy. They recite the difficulties, and then they go on to declare and enact that it shall be lawful for a testator to give any person or persons whomsoever, with the single exception of gifts in mortmain.

The effect of this legislation upon the very will in question has been repeatedly considered by the Canadian Courts. In the year 1844, a suit was instituted disputing the title of *Plenderbain*, who had been in possession for many years. In that suit it was held by the Court of first instance that the Canadian Act had had the effect of removing any incapacity of *Plenderbain* to take under the substitution in his favour. The Court of Appeal reversed, or, rather, discharged the judgment of the Court below upon a technical ground, that is to say, they said that no judgment ought to have been given at all, because the Plaintiffs had not made out any right to sue. Although they had in fact the very character in respect to which the present suit is brought, they had not so pleaded and so proved it as to render it possible according to the view of the Supreme Court, to come to a final decision. The Court said it was a suit between persons who had not shown themselves to have any *locus standi* to claim a decision at all.

The Court of Appeal, however, took great care to give an elaborate judgment. See *Hamilton v. Plenderbain*, *Recueil de Legislation* vol. II, p. 1, and see note pp. 78, 79 in which they adopted exactly the same view of the main question in the case as that taken by the Court of first instance. But it was a great many years ago and in the institution of the present suit no further attention is made to determining the possession under the testamentary substitution question. In the present case the Court of first instance has taken the same view. The Court of Appeal by a majority, takes the same view and that it has been the law apparently understood in *Quebec* from the time when the matter was first mooted in this particular case, and has been recognized being the latter part of this century. It is not open to the view of the law which the Commissioners and the judges framed

[7] A.C.

Judgment by Privy Council

the Code leaving the law so far as to testamentary gifts, although they preserved or re-enacted the old French law so far as regarded gifts *inter vivos* to adulterine bastards.

It appears to their Lordships there is great ground for holding that view as to the effect of the Canadian law, and then Lordships feel that they ought on the construction and effect of a Canadian Act affecting the law of real property there to be very much governed by that which has been the concurrent decision of the Courts in *Canada* during the lapse of years. No doubt a difficulty arises from the general principle of law that an Act should never be construed as retroactive or retrospective, unless express language or necessary inference compel such a construction. It is however, to be observed that the Canadian Act is a declaratory Act as well as an enacting one, or more properly speaking, it is in this respect strictly declaratory. For although the words in the English version of the Canadian Act are words of futurity, "It shall be lawful" in the French version (French being the language of the people), it is "*Il est et sera loisible*," and if it was then lawful it must have been always lawful under the English Act, although some had doubted it. Moreover, it appears to their Lordships that the difficulty (if any) is entirely removed in this case by the peculiar provision of the old law derived from the Roman law, which has been incorporated into and now forms part of the Canadian Code (s. 828), to the effect that wherever there is a limitation by way of substitution the time when the substitution opens is the time with reference to which the capacity of the substitute to take is to be determined. It is difficult to say to what class of cases that would apply if not to this. It is suggested indeed that this provision was inserted in the Code with regard to the possibility that the intended substitute might not be in existence, or might not have acquired a particular character or qualification at the date of the will or at the death of the testator, and that it applied in such cases only. There is no such limitation expressed in the Code, and it was conceded, and properly conceded that if the incapacity were clearly a personal incapacity of a general character (as distinguished from an incapacity to take from a particular person) for a time as that of a felon or person *inter mortuos* or alien or a person under any peculiar personal incapacity of that kind then in determining the capacity to take removed before the substitution opened the question would have to be determined with reference to the moment when the substitution opened. In the judgment in the original case to which reference has been made a great number of authorities were cited and there is a passage from *Broad v. Howard* *parla* *re* No. 814, *Parole*, ch. 6 Nos. 44, 42, 44, 45 in which it is thus stated - "*Quant aux dispositions conditionnelles lorsque la condition s'élève au delà de la vie du testateur, le droit romain n'exigeait la capacité du donataire qu'au tems de l'accomplissement de la condition, parce que c'est à cette époque que le droit est ouvert et que le testateur est censé avoir prévu que le donataire pouvait devenir capable quant à l'accomplissement de la condition. C'est comme s'il avait dit, je donne à Titius, s'il est capable d'accepter lorsque telle condition aura été accomplie." It would be difficult to say that this doctrine would not apply to the present case, the case of an Englishman in *Quebec* leaving to his natural child a Canadian property in *Quebec* will be supposed to say, "I give it to him if, as I hope the Canadian law has been or shall be assimilated to the law of *England* and his property be removed before the gift takes effect." The matter is very fully discussed in *Broad* but it is not necessary to read more than has been quoted.*



KING v. TUNSTALL

115

(1) A.C. Judgment by Privy Council

Indeed it was said that such a principle is not to be applied to this case; that the attempt to make this gift is such a violation of law on the part of the testator that it is to be struck out just as if it were a gift *pro lapsa causa* or *contra bonos mores*. Their Lordships are unable to take that view. Nobody surely can suppose that it is a crime in a man to express by his will his wishes as to what should be the devolution of his property after his death, or that it should go in a particular direction, even although that direction should be in favour of an adulterine bastard,—leaving it open to the law to say whether the wish shall or shall not take effect. There is nothing immoral, nothing wrong in the expression of such a wish, nothing to prevent the ordinary application of the ordinary principles of law to the case. And, therefore, even if the old incapacity of adulterine bastardy had not been effectually removed by the English Act, it had before the substitution opened been removed by the intervening Canadian legislation.

Their Lordships are of opinion that the decisions of the Canadian Courts ought not to be disturbed, and they will humbly recommend to Her Majesty that the judgment of the Court of Queen's Bench ought to be affirmed, and this appeal dismissed with costs.

(Decided 21st July, 1874.)

Solicitors for Appellant: Messrs Ritchie, Morris & Rose

Solicitor for Respondents: Mr H W Austin

SOURCE: Extracts from Canadian Report.

## APPENDIX III: NOTES

### NOTE 1

#### SOURCES RELATING TO THE CHRISTIE FAMILY AND INHERITANCE

##### Last Wills and Testaments and Related Documents

The most important documents to study the Christie family and inheritance are the wills of Gabriel Christie and his two heirs, N.C. Burton and W.P. Christie. His inventory after death is also important and even more so for the seigneuries. Wills of other persons are also useful, particularly for the genealogy of related families.

1789 May 13: WILL OF MAJOR GEN. CHRISTIE, PAC, MG8 F99.2, 1, 2-15. Certified copy from the archive of Joseph Papineau, ANQ-M.

1799 Feb. 11: INVENTORY AFTER DEATH, GC, J. Papineau, ANQ-M. To the first inventory is added a second made in 1803 after the death of Sarah Stevenson Christie. This document is invaluable, both for the estates and as insight into the lifestyle of the Christie family.

1800 Aug. 08: "AGREEMENT between Widow Sarah (Stevenson) Christie, Napier Burton, Katherine Robertson, Sarah Tunstall, James Tunstall, William Martin." (J. Papineau, notary with Thomas Baron), copy in Couillard-Després collection, Box 14, ANQ-Q.

1835 Dec 20-3: WILL OF NAPIER CHRISTIE BURTON, PAC, MG 8 F99.2, 1, 16-25. "Attested Copy from the Principal Registry of Her Majesty's Court of Probate, In the Prerogative Court of Canterbury, 20, 23, December, 1835." This copy was acquired by the Judicial Archives, District of Montreal, in Superior Court Case No. 1917, H.J.S. King vs Ann Bowman, February 17, 1866. Burton's will is especially important to understand the inheritance question, and how King comes to be suing the estate after 1847. It also demonstrates Burton's attitude towards his children, denied access even to his funeral. For the Christie seigneuries, however, it is of little value since it gives no particulars on the estate in 1835 and since NCB's case was eventually lost, the will as it pertained to the Christie seigneuries was null and void.

1845 June 13: PROBATE OF THE LAST WILL OF WILLIAM PLENDERLEATH CHRISTIE, PAC, MG 8 F99.2, 1, 26-58. Certified Copy of the original kept in the Judicial Archives, District of Montreal, No. 446. This includes the will and two codicils, as well as the documents attesting to the signatures at the time of probate. The will itself is dated March 17, 1842; the first codicil is dated April 18, 1843; the second codicil is dated March 31, 1845. The reference "Will of WPC" is used to refer to the whole.

NOTE 1

- 1833 Mar. 29: LAST WILL OF JOHN MCGINNIS, P. Gamelin, ANQ-M. John McGinnis is from Sainte-Marguerite-de-Blairfindie, the brother of Alexander, who is WPC's brother in law, and the father of William who becomes his land agent. The will is especially useful for the McGinnis family genealogy.
- 1833 Mar. 29: Mortgage for £225 by Richard B. and William McGinnis to Elizabeth Catherine McGinnis, their sister. Gamelin, ANQ-M.
- 1868 Jan. 25: PROBATE OF THE LAST WILL OF WILLIAM BOWMAN, PAC, MG 8 F99.3, 5131-8. William Bowman is the brother of Amelia Bowman Christie, and through her, obtains the seigneury of Bleury and property at Lacolle. He is particularly important in the period after 1854.
- 1874 July 21: KING VS TUNSTALL, Privy Council Decision, "Henry John Styring King vs. Mary Elizabeth Tunstall and Others. And Three Other Cases by the Same Appellant. Appeal Case before the Judicial Committee of the Privy Council heard by Lord Justice James, Sir Montague E. Smith, and Sir Robert Collier, on 17th and 18th July, 1874, and decided July 21, 1874." A copy of the summary of the case and the final judgement can be found in Canadian Reports, vol. 7, Appeal Cases, Edited by Walter E. Lear. (Toronto: The Carswell Company, Limited, 1917): 164-215. An extract from this is found in Appendix II, Document 16. Although the private correspondence between the attorneys for A.B. Christie and William McGinnis would be of interest to anyone doing an in depth study of the case itself, this summary provides a detailed look at all of the legal issues and summarizes the decisions of the lower courts before making its own. It is therefore an excellent reference for anyone wanting to ascertain the facts of the case accurately but succinctly.
- 1842 Mar. 03: Transfer, KCR et al to WPC. I.J. Gibb, ANQ-M. This document relates to the estate, but of itself is not very enlightening. However, it also contains important genealogical information. Katherine Christie Robertson, widow of John Robertson, in his lifetime of Jamaica, and her daughters Mary and Amelia Robertson--their other daughter, Catherine Margaret (married to Charles Anglin) having recently died without children--transfer £300 of the capital sum of £10,000 held by Samuel Hatt of Chambly, on which he pays them interest twice yearly, to William Plenderleath Christie, for cash.
- 1835 Mar. 24: Marriage Contract, WPC and Amelia Bowman, Doucet, ANQ-M.

NOTE 1

Parish Registers, ANQ-M.

- 1793 Jan. 10: Robertson-Christie Marriage, Christ Church, p. 62.  
John Robertson, Lt., 2nd Battn., 80th Regt. to Katherine  
Christie of that parish, by license. Witness: Col. John  
Campbell Gabriel Gordon, 2nd Battn., 60th Regt. Entry by  
Reverend Tunstall.
- 1795 May 12: Tunstall-Christie Marriage, Christ Church, p. 74.  
Reverend James Tunstall and Sarah Christie, by license.  
Entry by Reverend John Doty, at William Henry (Sorel).  
Witnesses: L. Genevay and Charles Blake.
- 1815 Dec. 23: Fleming-Walmsley Marriage, St. Andrews, p. 8.  
James Fleming, Merchant in Montreal, and Mary Brodhead  
Walmsley of Montreal, spinster, by license. Witnesses:  
John Young and Michel Scott.
- 1821 May 19: Tunstall-Roark (O'Roark) Marriage, St. Andrews, p.  
12. Christie Tunstall of Montreal, Gentleman, and Mary  
Roark, spinster, Montreal, by license. Witnesses: Robert  
Donnelly and [?] Donnelly.
- 1835 Mar. 30: Plenderleath-Bowman Marriage, Christ Church, p. 12.  
William Plenderleath [Christie] of Montreal, Esquire, and  
Amelia Martha Bowman, Montreal, spinster, by license.  
Witnesses: J. Murray and W. Robertson. (This would be his  
friend, Dr. William Robertson, of Montreal.)

Powers of Attorney, McGinnis Family

This series of documents are related to the settlement of  
Alexander McGinnis's will. His heirs sign powers of attorney  
with various persons to allow them to collect their legacy. They  
are all found in MGB F99.8, vol. 1, PAC and copies would be found  
in the archives of their respective notaries as well.

- 1820 Sep. 26: P.A., Rachel Walmsley et al. Notary A. Van Ingen,  
Schenectady, New York.
- 1820 July 27: P.A., Richard McGinnis et al. Notary N.B. Doucet,  
Montreal (ANQ-M).
- 1820 Oct. 30: P.A., Jane Mary Walmsely and Mary Brodhead  
Walmsley [Fleming]. Notary N.B. Doucet, Montreal (ANQ-M).
- 1821 June 30: P.A., Robert M. G. Walmsley to Thomas D. Walmsley.  
Notary David Boyd, Schenectady, New York.
- 1821 July 07: P.A., Thomas D. Walmsley to Robert Brown, Esquire,  
merchant in England. Notary P. Lukin, Montreal (ANQ-M).

NOTE 1

- 1823 Sep. 26: P.A., Sarah McGinnis, ~~Sainte-Marguerite-de-Blairfindie~~, to Messrs. William and Thomas Townsend of London, merchants. Notary N.B. Doucet, Montreal (ANQ-M).
- 1824 June 10: P.A., Sarah McGinnis, Island of Dominica, to John Gordon and Claude Neilson Esquires, Merchants, City of London (to collect £500). Signed before witnesses.

Miscellaneous Documents and Correspondence

- 1799 Feb. 01: John Robertson to William Berczy, Correspondence, Box 195, Baby Collection, University of Montreal Archives. His other letters are also of interest.
- 1820 Aug. 17: Draft of a letter by WPC to his Attorneys, Messrs. Bridges & Quilter, Red Lion Square, re possible applications to claim legacies from Alexander McGinnis's estate, in his absence. PAC, MG 8 F99.8, 1, 4869-72. See Appendix II, Doc. 2 for a copy of this letter. It is important because it establishes beyond doubt that Christie was married in 1820.
- 1834 Dec. 12: Mortgage for £700 by R.B. and William McGinnis, to WPC, Gamelin, ANQ-M.
- 1847 Aug. 30: Agreement, McGinnis-Dunn, PAC, MG 8 F43 (I.J. Gibb, ANQ-M).
- 1853 Mar. 22: P.A. Priscilla Dunn et al, heirs of William Dunn, California, to John Pearson. PAC, MG 8 F99.8, 1, 4947-50 (T.R. Jobson). Elizabeth Dunn is W. McGinnis's wife.
- 1857 May 18: Acct, Christievillle Village, with ABC and WM, PAC, MG 8 F99.9, 4, 1295-6.
- 1860 Dec. 27: Receipt to Alexander Walmsley of St. John's, by the heirs of the late Mary E. Wakefield, to the Estate of the late Richard McGinnis. MG8 F99.8, 1, 133 (J.R. Jobson).
- 1820 Apr. 23: Sarah McGinnis to Alexander McGinnis, Bristol, her father. PAC, MG 8 F99.1, 1, pt.2, 4359-61. She is his natural daughter. She appears devoted to him.
- 1844 Sep. 09: Mary E. Wakefield, Grenada, to WM, her brother. PAC, MG 8 F99.1, 1, pt. 2, 4932-5.
- 1843 Oct. 26: Wlm. Wakefield, Green Island, to WM. PAC, MG 8 F99.1, 1, pt. 2, 6361-4.
- 1846 Dec. 23: Deed of Assignment or Lease, Tunstall heirs unto Henry Hoyle, ANQ-M, Crawford.

NOTE 1

- 1847? Apr. 09: Mary Robertson to WM. PAC, MG 8 F99.1, 1, pt. 2, 4537-40. This letter concerns the portrait of her three brothers and refers to Gen. Napier as a relative.
- 1858 Oct. 09: W.H. King to WM. PAC, MG 8 F99.1, 1, pt. 2, 4225.
- 1868 Jan. 25: Probated Will of William Bowman, PAC, MG 8, F99.3, 5131-7.
- 1874 Aug. 13: J.H. Mackenzie to RM. PAC, MG 8 F99.1, 1, pt. 2, 4295-7. The letter is regarding the Christie case.
- 1875 Jan. 05: Extract of the Death Certificate of Mary Burton (Bailey). No. 422, District of Scarborough, County of York. PAC, MG 8 F99.8.
- n.d.: ABC to Mrs. Cleather, PAC, MG 8 F99.5, 5191-2.
- 1845-1874: MCB to WM. PAC, MG 8 F99.1, 2.
- 1898?: "Direct Family connections of William Bowman and of Amelia Martha Plenderleath Christie." PAC, MG 8 F99.3, 5180-2. This seems to have been prepared at the time of ABC's death, in connection with her estate. It lists those still living and their addresses at the time if known.

Secondary Sources

BURKE'S Genealogical and Heraldic History of the landed Gentry.  
17th ed. London: Burke's Peerage Ltd., 1952. S. v.  
"Christie of Durie".

Labelle, Yvonne. La seigneurie et les seigneur de Bleury et ses premiers colons. (Monographie d'Iberville, vol. 1, 2nd ed., n.p. Société Historique de la Vallée du Richelieu, 1968): 18-19. Based on parish records, the cemetery records and a plaque in Christieville Trinity Church, she gives details of the births and deaths of William McGinnis's family.

## SOURCES RELATING TO G. CHRISTIE'S PROPERTY ACQUISITIONS

Title Documents

Title Documents are essential to the ownership of property. The seigneur could be asked to demonstrate his title in the case of conflicting or new surveys, and the boundaries would be determined based on this title. These documents were therefore transferred to the new seigneur as an essential part of a sale. For this reason, the McGinnis Collection (MG8 F99, PAC) of seigneurial papers relating to the Christie seigneuries administered by William McGinnis, and succeeded by his son Robert in the post-seigneurial era, does not contain all of the title documents relating to the seigneuries which once belonged to Gabriel Christie, but only those documents which were not transferred through sale or inheritance to others. Nor do the six seigneuries left to G. Christie's heirs which we call 'the Christie seigneuries' represent all of his property acquisitions. To find which seigneuries Christie owned and to locate the title documents relating thereto, P. G. Roy's Inventaire des Concession is an essential reference and makes it possible to locate most of the documents scattered through the various notarial archives. We note one error. He lists the sale as Chambly as signed by notary Delisle, but it is found in the archive of Joseph Papineau. Some of the sales were private, however, and we have therefore been unable to locate two critical documents: the purchase of Delery in 1766 and the sale of Chambly Mill by N.C. Burton in 1818. An abbreviated reference list of title documents relating to Christie's acquisitions of property follows. One of the parties in all but a few cases is Gabriel Christie or Napier Christie Burton. A small number of other transactions essential to understanding a subsequent acquisition by Christie are also included.

## NOTE 2

## TABLE 103

## Title Documents

Prop	Date	Document	Other Party	Notary	Reference
LP	1763 04 26	Deposit of Sale	Trudeau heirs	Panet	no. 1833
LA	1763 07 20	Agreement to Buy	Beaujeu		F99.9, 16
NO	1764 03 27	Sale of Noyan	Demantlet	Panet	F99.9, 21
BL	1764 08 02	Sale of Bleury	Sabrevois	Panet	F99.9, 23, pt.2
SA	1764 08 02	Sale of Sabrevois	Sabrevois	Panet	F99.9, 23, pt.2
SJ	1764 09 03	Bail à Ferme	Deschambault	Panet	F51
IS	1764 09 07	Sale of Islet	Longueuil	Panet	no. 2221
LS	1764 09 08	Transfer of Obl.	Senneville h.	Panet	no. 2224
LA	1765 08 14	Sale of Lacolle	Beaujeu	Abstract	F99.9, 14
IS	1765 10 11	Sale of Islet	McClellan	cf	1777 01 22
DE	1766 04 02	Sale of Delery	De Léry	cf*	RG1 L3L, 60
LC	1766 04 08	Sale of Lachenaie	de Léry		RG1 L3L, 1
LS	1766 04 26	Transfer of Obl.	Brebiou	cf	1774 10 27
LS	1766 05 06	Transfer of Obl.	DuBartzch	cf	1774 10 27
SJ	1770 07 13	Abstract of Lots	GC/M. Hazen	Panet	F 51
HA	1770 11 15	Arbitration-Div.	Hazen	CCP	F99.9, 25
IS	1771 06 30	Mise en Possession	McClellan	cf	1777 01 22
NO	1772 07 15	Agreement to Div.	John Campbell	cf	1795-6 Surv
LS	1774 06 14	Judgment	Cartier	CCP	1774 10 27
LC	1774 10 10	Bail à Ferme	Ferrière	Panet	no. 4301
LS	1774 10 27	Transfer of Obl.	Blondeau	Panet	no. 4303
MT	1776 04 23	Sale Chabert House	Rybot (London)		1777 04 04
IS	1777 01 22	Sale of Islet	Fraser	Panet	no. 4630
MT	1777 04 04	Agreement	Attny - Rybot	Panet	no. 4667
LC	1777 05 15	Bail à Ferme	Jolly & Carron	Panet	no. 4686
RY	1777 06 24	Sale, Repentigny	Normand	Foucher	at date
CM	1782 07 17	Agreement	JBBN & Glenny*	Grisé	no. 2330
CZ	1783	Attachment	N.Y. State		Everest
CM	1784 10 02	Transport	Glenny	Foucher	at date
LC	1785 02 02	Sale, Lachenaie	Jordan	Mézière	RG1 L3L, 154
HA	1785	Writ of Execution	Hazen	CCP	Everest
LC	1788 08 20	Transfer of Mort.	Genevay	Papineau	1785 02 02
HA	1790 09 28	Sale by Sheriff	Hazen		MG19 A2, s. 3, 160
SJ	1790	Retrait	Grant, D.A.		F99.9, 17
NO	1792 05 31	Judgement	Campbell		
LP	1792 10 18	Sale	Germain	Grisé	at date
NO	1795 09 22	Survey Instruction	Pennoyer		
NO	1796	Survey Warrant	Pennoyer		
CH	1796 11 23	Sale of Chambly	JBBN	Papineau	no. 2555
CH	1796 11 23	Cession	Lukin, David	Papineau	no. 2556
CH	1796 11 23	Donation	JBBN	Papineau	no. 2557
CH	1796	Abstract of Title	Chambly		AUM, B1/379
LP	1798 03 31	Transfer of Obl.	Gray, John	Delisle	no. 2603
NO	1798 10 26	[Sale and Obl.]	Ve Campbell	cf.*	1799 02 11
	1799 02 11	Inventaire GC		Papineau	no. 2879
LA	1800	Abstract of Title	Lacolle		F99.9, 14
LC	1802 12 09	Letter	Stuart	Foucher	RG1 L3L, 1
CM	1816	Sale Chambly Mill	Hatt	cf.*	1818 11 10
CH	1816 08 19	Sale of Chambly	Hatt	s.s.p.	1818 11 10
CH	1818 11 10	Acte de Dépot	Hatt	Barron	at date



NOTE 2  
TABLE 103, continued

\* We have been unable to find a copy.

Note: F99.9 references are to MGB, PAC. The Lachenaie documents in RG1 L3L are on mf C-255, PAC. Date references are to the notary's archive, ANQ-M.

BL	Bleury
CCP	Court of Common Pleas
CH	Chambly
CM	Chambly Mill
CZ	Chazy
HA	Hazen-Christie Properties, i.e. Bleury, Sabrevois, and Lots. See Table 11.
IS	Islet
JBBN	Jean-Baptiste Boucher de Niverville
LA	Lacolle
LC	Lachenaie
LS	LaSalle
RY	Repentigny
SA	Sabrevois
s.s.p.	sous seign privé (not notarized)

-----

Surveys and Plans for the URV Seigneuries

We have searched for survey records and seigneurial plans in the collections of the National Map Library (NML), the (PAC), the Archives Nationales at Montreal, (ANQ-M), and the Ministère des Terres et Forêts (MTF) in Montreal (before their old plans were moved to Quebec). Especially disappointing is the almost complete absence of surveyors records at the ANQ-M where one would expect to find deposited the records of surveyors working in the area. A number of the plans we have used were found in the notarial documents as part of a deed of concession or sale (with the notary's original, not the seigneurial copy). It is possible we have overlooked plans located elsewhere. Survey material from the period of GC, and especially the many surveys by S.Z. Watson have been particularly useful. Although scattered, these represent a large collection of plans and field books. The key plans for each seigneurie are listed below. Survey warrants (p.v.) for individual lots are not generally listed but the principle series of surveys for the seigneurie are noted. These can be found in vols. 1, 14, 18, 19, 23, and 25 of the McGinnis Collection (PAC, MG 8 F99.9).

NOTE 2.

BLEURY

- Bleury, n.d.: "Bleury", n.d. Scale: 1 inch = 8 arpents. Quebec, MTF. (Maps 24, 38 (c) and 43 use this map as a base.)
- Christieville, n.d. PAC, MG 8 F99.9, 1, 9461. It appears to be a proposed plan. Lots are not numbered and it therefore cannot be used to locate concessions or surveys. (Map 8.)
- [1785], J.-B. Grisé, Mille-Roche. PAC, MG 8, F99.9, 1, 9462. (Map 22v)
- 1788 07 24, Mille-Roches, S.Z. Watson, plan and p.v., lots 17 & 18 and the south gable end of Mille Roches. PAC, MG 8 F99.9, 1, 9473-4. (Map 23.)
- 1819, A. Stevenson, p.v., Grande Ligne from the end of the 2nd division near R. Barbotte to the rear of Sabrevois. PAC, MG 8, F99.9, 1.
- 1820, Solomon Bingham, Survey of the 4th, 5th and Gore. PAC, MG 8, F99.9, 1. See also his account, PAC, MG 8 F99.9, 9, 9003.
- 1822, July, Alexandre Stevenson, Survey of lots in Christieville. PAC, MG 8 F99.9, 1, 9506-79. Lot numbers surveyed are: 8, 14, 20, 21, 27, 31, 34, 39, 43, 47, 52, 58, 59, 60, 63, 67, 68, 70, 71, 72, 74, 75, 80, 83, 85, 86, 87, 87, 91, 102, 104, 108, 123, 136, 141, 142.
- 1836, Mar. 21, Stevenson, Alexandre, at the request of John Pickel, Esq. (authorized by WM), Christieville, lot 3 by 5.5 arpents equal to 16.26 A. area between the domain to the south, Gosford Street to the north, and Water Street to the west just south of Wm. Morley's lot on Ferry Street. PAC, MG 8 F99.9, 9699.
- 1839, Corey, Christieville, p.v., PAC, MG 8 F99.1, 9717 passim. Some are on Elizabeth Street. The forms are printed, giving a minimum of information.
- 1847 01 02, Corey, "Sketch of part of the seigneuries of Bleury and Sabrevois" by Hiram Corey. PAC, MG 8 F99.9, 25. This plan shows the boundary line between the two seigneuries with the exact dimensions of lots on each side.
- 1847, July, H. Corey, Plan and p.v. of a gore, 4th Bleury. Survey into 7 lots: No. 1-5 are 51.6 A. area with irregular boundary, No. 6 is 53.75, and No. 7 is 53.25. PAC, MG 8 F99.9, 1, 9760-62. Includes a plan.
- Plan of part of Iberville (North of Hazen Creek), ca. 1860: PAC, MG 8 F31. (See Map 8.)

## NOTE 2

### SABREVOIS

- 1836 08 11-12, Corey: Plan of the Gore behind Grande Ligne, by Hiram Corey, Scale: 1 inch = 4 arpents. PAC, MG 8 F99.9, 1, 9697.
- 1845 01 8-9, Corey: Plan of the Gore on the NE side of Grande Ligne in Sabrevois with the area of lots to the line with Stanbridge as measured by Hiram Corey. PAC, MG 8 F99.9, 25, 20681. This plan shows a previous boundary drawn by Stephen Westover, which is outside the boundary he has drawn.
- 1852 04 07, Corey: "Sketch of the Measurement of the Eight Concession on the Seigneurie of Sabrevois as done by me on the 12th of March (1852), by Hiram Corey. PAC, MG 8 F99.9, 25, 20696.
- n.d., [Corey?]: Plan of the 3rd and 4th concessions Sabrevois. PAC, MG 8 F99.9, 25, 20586.
- Sabrevois, n.d. "Sabrevois", n.d. Scale: 1 inch = 8 arpents. Quebec, MTF.

### NOYAN

- 1785, Grisé, J.-B.: Plan Figuratif. PAC, MG 8 F99.9, 19, 16794. This shows the first planned division of Noyan according to the 1772 agreement and the 1785 instructions.
- 1790, Pennoyer: Plan of the division of Noyan between John Campbell and General Christie by Jesse Pennoyer, D.S. PAC, MG 8 F99.9, 19, 16820. Shows the distance between the north side of South River and Caldwell Manor to be 1 arpent, 5 perches, and 5 feet short of the 1.75 leagues required.
- 1790, Pennoyer: Field Book of the Survey of Christie Manor, 17RS1, ANQ-M. His notes comment on the vegetation, the extent of marshes, the current occupant and the improvements made by the occupant or others:
- 1794, Watson "Plan of that part of the Seigneurie of Noyan . . . surveyed by order of the Proprietor Colonel John Campbell in the months of September, October and November of the year 1794." by Simon Z. Watson, 1794. Scale: 7 arpents = 1 English inch. NML VI/325. (See Map 21.)
- 1794, Watson Surveys--series of individual p.v. for 1st concession NE of South River (317), in the 1st and 2nd concessions (of diagonals--381, 322), and in the 1st River Richelieu (333). PAC, MG 8 F99.9, 19, 16822-63.

NOTE 2

- 1835 10 00, Corey: Plan of Upper Falls Mill Reserve on Pike River, by Hiram Corey. Annexed to Sale and Concession to Robert Jones, May 20, 1836, P.P. Demaray, no. 3501, ANQ-M.
- 1836, Aug. 27, H. Corey, Arbitration re Lot 9, Stanbridge-Noyan boundary line. The Lot was no. 9 in the township of Stanbridge, now in seigneurie of Noyan at Lower Falls. WPC to pay John Ayers (as tutor) £81.5. for the clearing and improvements, claims and damages. Signed by N.B. Beardsley, Hiram Corey and George [Lunbar?]. PAC, MG 8 F99.9, 18, 16534.
- 1836 05 12, Corey: Plan of Lower Falls Mill Reserve on Pike River, by Hiram Corey. Annexed to Sale and Concession to Robert Jones, May 20, 1836, P.P. Demaray, no. 3501, ANQ-M.
- 1838 08, A.H. Vaughan, Survey of the Gore between the 1st River Richelieu and the 1st South River. PAC, MG 8 F99.9, 19, 16864-6. The area found is 108.15 A.
- 1840 06 26, Corey: Sketch of the Western end of the 9th Concession and part of the East (332, 316), to accompany a survey of part of Lot 32 for Francis Percy. PAC, MG 8 F99.9, 19, 17020-1.
- 1842 11 16, D. McCallum, Survey of the 6th concession Noyan. PAC, MG 8 F99.9, 14, 14832. Supposedly 8 a. in breadth, it has only 6.8 a. The lots are divided equally between the the proprietors, each getting 1.7 a breadth by the depth for an area of 47.6 A.
- ca. 1845, [Corey?]: Plan of the 13th Concession and part of the 9th, by [Hiram Corey?]. PAC, MG 8 F99.9, 19, 16752. This plan shows the road to Missisquoi Bay, 4 lots in the 13th, and lots 8-13 in the 9th, old survey. It has the appearance of other plans by Corey.
- n.d. Map and Profiles: "Map and Profiles of the Proposed Routes for Missisquoi Bay Canal" n.d., NML, H2/310. (See Map 22.)
- n.d. [Warner]: Plan of Henryville, PAC, MG 8 F99.9, 25, 20614.

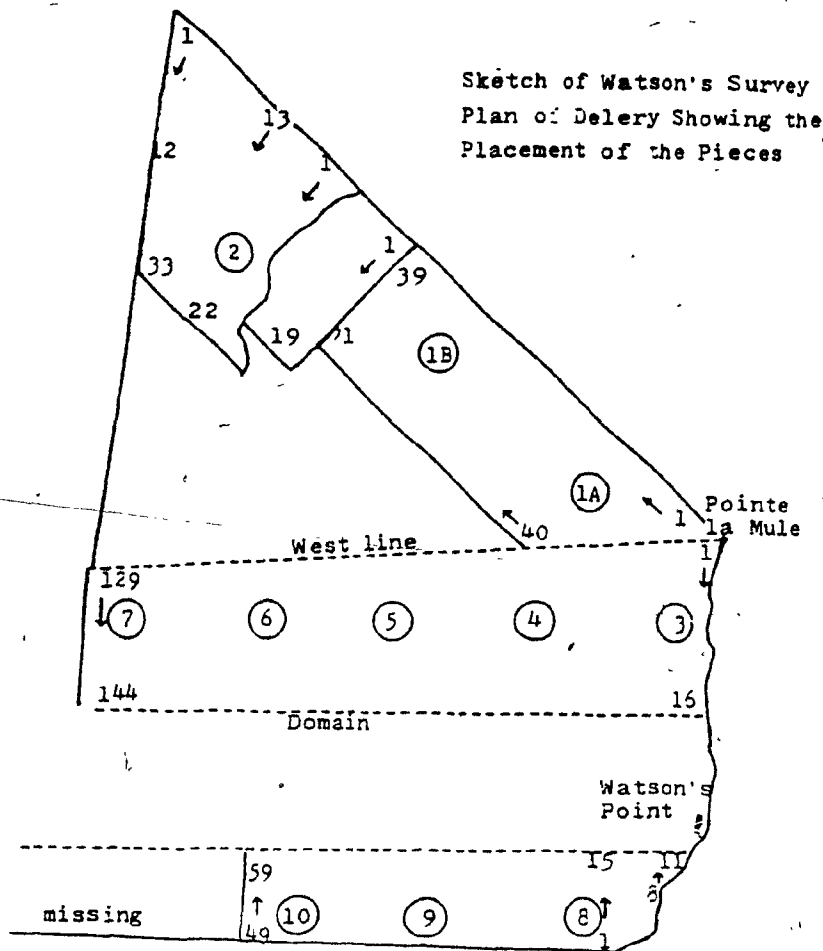
DELERY

- 1733-1863, Divers: Pièces concernant la Seigneurie de Léry, ANQ-M. This collection of documents refers to the survey of the boundary of Delery and Sherrington and some references to the boundary of Lacolle and Hemmingford.
- 1788-90, Watson Field Book: "A survey of the Seigneurie De Lery, the property of Major General Gabriel Christie situated on the West Bank of River Richelieu . . . as surveyed in the years 1788, 1789, & 1790" by (sgn) Simon Z. Watson, Deputy Surveyor. ANQ-M, CA 164. (See App. III, Note 5.)

NOTE 2

1788-90, Watson, [Plan to accompany the Field Book] by S. Z. Watson. Scale: 1 Eng. inch = 8 arpents. ANQ-M, CA601-64; P1000 / 46-952. This plan is very useful to understand the survey plan of Delery and the problem of replacement grants which arose. Map 21, although taken from a plan in the parish archives, shows what is essentially Watson's survey plan. See also App. III, Notes 5 and 6. The original plan is a water color with shading used to indicate different intensities of marshes. It has been cut into 11 pieces, of which the 11th is missing. The arrangement of these pieces, as identified on the back of each, is shown in Figure 25 below.

FIGURE 25



- (C) Section of the plan
- 99 Lot Numbers
- Orientation of Base Line (Lots are at right angle)

ANQ-M. 12-76-426, accompanies Field Book, Watson, CA 601-64.

NOTE 2

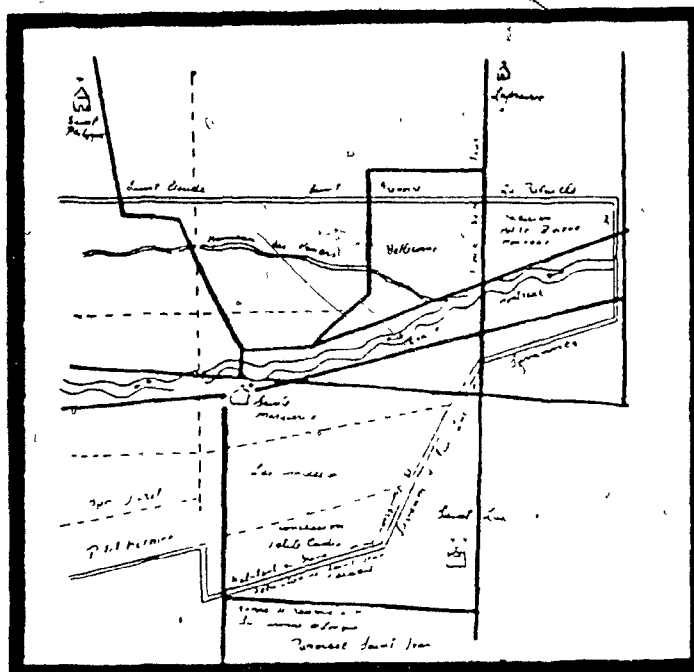
1823 02-10, Whitman, "A Figurative Plan and Procès verbal of the measurement of six superficial Arpents of land intended for the purpose of erecting a church thereon, in the first concession in the seigneurie de Lery," by Joseph Whitman, annexed to a Deed of Gift, Wm. McGowen and Edward Billet to Thomas Jobson, Esquire and others, Feb. 18, 1823, Gamelin, ANQ-M. (Map 11.)

Plan figuratif des terrains demandé pour Saint-Cyprien, 13 A/6, ADSJQ.

Sketch of the parish of Sainte-Marguerite de Blairfindie and adjacent parishes. 11 A/50, ADSJQ. See the figurative sketch below (Figure 26) taken from Fortin, Saint-Luc, p. 64. The original extends further south.

FIGURE 26.

SAINTE-MARGUERITE-DE-BLAIRFINDIE



Carte de la paroisse Sainte Marguerite-de-Blairfindie 20 octobre 1829. Archives du diocèse de Saint-Jean, document 11 A 50, probablement dessinée par le curé Boucher [fac-similé]

SOURCE: Fortin, Saint-Luc, p. 64.

NOTE 2

1831, "Contour de la Paroisse St.-Cyprien", (1831), 13 A/70, ADSJQ.

Plan of Delery, 13 A/5, ADSJQ. This plan shows the northern part of the seigneurie only. Surveys are not completed. (Map 21.)

Plan of Delery, 13 A/3, ADSJQ. All of the concessions except the area around the little lake are surveyed, and a road is shown to the bottom of the 9th concession, with a cross-road to Napierville, and bridge crossing the PRM. The NW corner however is shown according to the Watson survey without the Laprairie boundary.

1843, Corey "Copy of a Plan of the Seigneurie of Delery copied from other plans in the year 1843 by Hiram Corey, D.P.S." by Hiram Corey, 1843. Scale, 10  $\frac{2}{3}$  arpents to one inch. ANQ-M. (See Map 13.)

1850, Wells Copy of "Copy of Plan of the Seigneurie of Delery copied from other plans in the year 1843 by Hiram Corey, D.P.S." by J. Wells, March 13, 1850. Scale: 1 inch = 10  $\frac{2}{3}$  arpents. Quebec, MTF. (This map is almost identical to the one above except for the scale and some of the annotations.)

LACOLLE

1821, Aug., John Wingate, Lot 8 and 9 in the 7th on the Domain, fronting to the south on a road established between the 7th and 8th concessions, and bounded to the north by the unconceded domain. Surveys for Michel and Joseph Langevin, PAC, MG 8, F99.9, 14, 14807, 14809. These procès-verbaux give us information on a part of the seigneurie for which we have not concessions. The lots surveyed here are in what becomes 7 'C' (529). We note that the land to the north is unconceded domain.

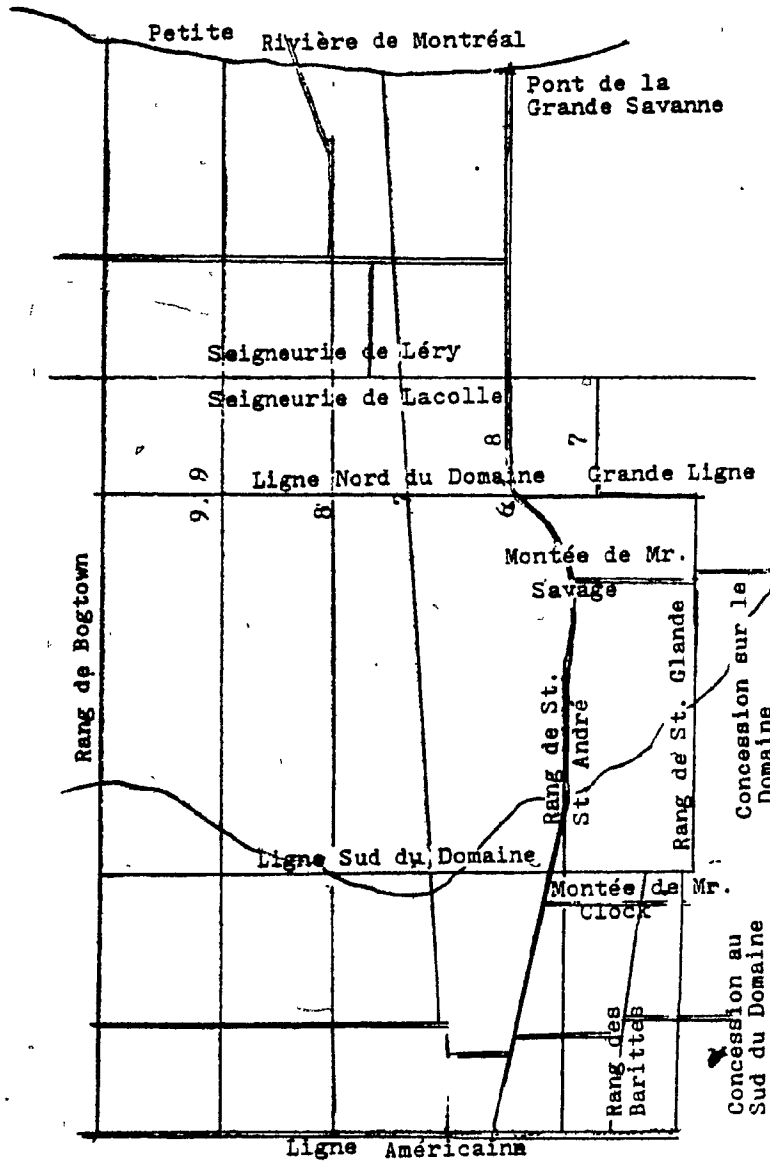
Plan of the western half of Lacolle and part of Delery, ADSJQ, 20 A/1. (See Figure 27.) This plan is interesting because it shows that the original plan of survey in Lacolle was according to what we have called GC's plan of survey (Figure 2), a simple prolongation of the north-south concession lines. When this plan was prepared there may have been some concessions made on the main roads, but much of it remained unsurveyed it would seem.

ca. 1860, Regnaud "Plan de la Paroisse de Saint Bernard de Lacolle situé dans la Seigneurie Lacolle et en partie dans celle de Delery," by F. J. V. Regnaud, Provincial Surveyor, [ca. 1860]. Scale: 1 inch = 15 arpents. Quebec, MTF. (Map 14 shows only Lacolle, but the plan follows the parish boundaries into Delery.)

NOTE 2

FIGURE 27

SKETCH OF THE INTERIOR OF LACOLLE



SOURCE: ADSJQ, 20 A/1.



## THE NAPIERVILLE CADASTER

The livre-terrier for the village of Napierville in use during WPC's administration (1835-1845), lists 13 streets for the village of Napierville. These correspond to those named in the 1857 Cadastre abrégé of Deléry, but not to the current names of the streets, as listed in the official cadastral plan. Although no plan of Napierville giving the old names has been found, the correspondence of street names has been established by matching the description of each street (lot size, and number of lots) with the modern cadastral map. The letters given below are used to identify the streets in Map 9.

## The Seigneurial Cadaster

## The Quebec Cadaster

Street	Rue
A. Burtonville	Saint-Bernard
B. Water	Saint-Joseph
C. L'Acadie Rd.	Saint-Luc
D. Henry	Henry
E. Dalhousie	Saint-Augustin
F. Martin	Martin
G. Edmond	Edmond
H. Maiden Lane	Saint-François
I. Saint-Louis	Saint-Louis
J. Saint-Gabriel	Saint-Gabriel
K. Burton	Saint-Alexandre
L. Christie	Saint-Jacques
M. L'Acadie Rd., West (N)*	Nicolas
N. Road to Douglass	Saint-André

SOURCE: MG8 F99.9, vol. 12; Cadastre abrégé de la Seigneurie de Deléry; Napierville, 1: 2500, Quebec, MTF.

NOTE: The reference to Pointe à Trotier in the Cadastre abrégé is not matched in the seigneurial terrier.

\*The seigneurial terrier refers to this street as West of the River, whereas the Cadastre abrégé refers to it as North.

NOTE 4

FACILITIES AT ST. JOHN'S IN 1842-3 FROM MCKAY'S DIRECTORY

Austin, T. A.  
Lindsay, W. D.  
M'Gillis, John  
Macrae, Wlm.  
CUSTOM HOUSE  
  
JUSTICES OF PEACE

Registrar  
Supt. of Railroad  
Clerk of district court  
Collector custom house  
guager, landing waiter,  
clerk  
Thos. A. Austin  
W. D. Lindsay  
Wlm. Macrae

COURT HOUSE

STEAMBOAT LINE TO WHITEHALL--daily at 1 p.m. except Sunday  
Railroad & Steamboat to Montreal--daily departures fore and after  
noon to Laprairie, to take the Princess Victoria to Montreal:

Coot, Wlm.  
Gillespie & Sheridan  
Peirce, J.C. & Son.

Forwarding merchant, RR wharf  
Carriage makers  
Forwarding and general merchants  
steamboat wharf

Watson, Mrs.  
Black, J.  
Bourgeois, A.  
Bryson, A.  
Coote, Isaac & Co.  
Fitzgibbon, John  
Larocque, H. &  
Bourque, C.  
Marchand, Louis  
Wheeler, Horace  
Macdonald, E.G. & D.  
Mott, N. &  
Pattee, C.  
Struthers, James  
Wilson & Crerar  
Wood, Frs. D.

Hotel  
grocer  
dry goods and groceries  
general store  
hardware and groceries  
dry goods  
  
dry goods and groceries  
dry goods and groceries  
leather store  
grocers & druggists  
  
general merchandise  
dry goods  
confectioners  
refectory, grocery, confectionery

Black, Dr. T.  
Dawes, Rev. Wlm.  
DeLagrange, Joseph  
Drolet, Charles  
Gamelin, P.

surgeon  
Episcopalian  
advocate  
advocate  
notary, and  
clerk of district council

NOTE 4

METHODIST CHAPEL

Moreau, Dr. M.  
Morrisette, Rev. E.  
Slight, Rev. B.  
Wright, Robert  
Thompson, Adam  
Bower, Joseph  
Borbridge, William  
Caldwell, Thomas  
Copeman, G. W.  
Eisinhart, Godfrey  
Harrison, J.  
Harrison, Wlm.  
Hall, N.  
Lay, George  
McKenzie, J.  
Morehouse, A.  
MOTT'S HOTEL  
Noxon, James  
Reilly, P. O.  
Peirce, J.  
Rossiter, John  
Warmington, J.

Longueuil St.  
surgeon  
R.C.  
Methodist  
M.D.  
brewery  
carriage maker, steamboat wharf  
saddler  
tanner, leather store  
merchant tailor  
innkeeper  
tinsmith  
tinsmith  
bakery  
innkeeper  
bakery  
hotel and grocery store  
hatter and furrier  
merchant tailor  
watchmaker, jeweller  
tanner, leather store  
plumber & coppersmith

---

SOURCE: McKay's Directory, 1842-3.

## THE SURVEY OF DELERY AND LACOLLE'S WESTERN BOUNDARY

The western boundary of Lacolle and Delery was not an easy one to establish. Although in title, the seigneuries extended to a distance of three leagues from the River Richelieu, in practice, the changing course of the river and the changing water level with no clear high water mark made it difficult to measure this exactly. Since the rear of the seigneuries were townships and subject to a different land tenure, the boundary took on even greater significance and changing an established boundary, even if inaccurate an almost impossible task. A brief overview of the boundary survey and some of the problems related to it follows, based (except where noted) on a collection of documents at the ANQ-M (Divers: Pièces concernant la Seigneurie de Léry.) Figure 27 below was drawn to serve as a guide to these surveys but the original plans which accompanied the reports and have been separated from the documents would be necessary to interpret them without the possibility of error.

The Delery Survey, 1788

1788 July 28, "Appointment by Major Gen. Christie and Simon Sanguinet to S. Z. Watson, Surveyor, to draw and fix the boundary line of Delery." Lacolle-Hemmingford Boundary, ANQ-M.

These instructions to the surveyor are based on an agreement to establish the boundary between Lasalle and Delery north of Douglas Corner, point 'B', as shown on Figure 27. The excess between true North and 3 leagues along the diagonal division line with Longueuil was to be shared between the two, and the line BD drawn after careful observation of the magnetic variation. It was not known at the time that this line would interfere the grant of Laprairie.

The Hemmingford Survey, 1792

In 1792 the boundary of the township of Hemmingford was conducted. The line NR was drawn parallel to the Richelieu. This impinged on the concessions surveyed and granted in the 9th concession of Lacolle (RQP) by Gabriel Christie, but he was absent at the time of the survey. He later petitioned the crown asking that the boundary be arranged in such a way as to not interfere with the settlements already in place. He refers to a plan which shows the extent of Lacolle, and the 9 concessions of 28 arpents, making it 252 arpents or 3 leagues in depth, to which he is entitled. (Montreal, March 12, 1798, PAC, RG1 L3L, 59, 30116-8, on C-2516.)

NOTE 5

The Sherrington Survey, 1802

In 1802 members of the executive council took an interest in the Crown Land to be known as Sherrington to the northeast of Hemmingford which remained unsurveyed pending a decision on the donation of LaSalle for a university (by notary Sanguinet), hoping to acquire it for themselves. Bouchette writes to Joseph Kilborn, Deputy-Surveyor that this survey was to be conducted with special care because "... my Lord Bishop, the Honorable John Young, Esq. and other gentlemen of the executive council for whom this tract is designed, are very desirous of having this tract well explored and obtaining every possible information." (Joseph Bouchette to Joseph Kilborn, D.S., July 7, 1802.) The boundaries with the adjacent seigneuries were to be established exactly, legally and in the field. If this meant establishing their boundaries first, it should be done. (H. W. Ryland to Joseph Bouchette, Quebec, July 7, 1802.) To the southeast, this boundary was with Lacolle and Delery, hence, it was incumbent upon Joseph Bouchette to determine the accuracy of their boundaries. In 1802, an agreement is reached with Edme Henry and Watson is chosen to survey the line. (September 2, 1802. Agreement respecting the rear line of Lacolle and Delery, E. Henry (for NCB) and J. Kilborn (for the Crown).) The 1788 line (BD) would be allowed to stand. In question was that section between the northwest corner of lot 176 in the 5th range of Hemmingford (I) and point B. It was agreed that a line would be drawn from point B to intersect with the boundary of Delery and Lacolle at a point 3 leagues from the river (J). From point I a line should be drawn N68°E to intersect an extension of that boundary (line KL). This would correspond to the angle of the River and give Lacolle its required 3 leagues in depth. The survey is conducted by Watson in September and follows these instructions. (Sept., 1802, "Procès-Verbal of a survey (by S. Z. Watson, D.P.S.) of a part of the depth of the Seigneury of Beaujeu or Lacolle and all the depth of the seigneury Delery, adjoining the reserved and waste lands of the Crown.") The distances were as follows:

IN: N20°30'E along the reserved crown lands, 121 chains.

NM: S81°30'E along the prolonged line of division, 68 chains, 50 links to a post marked 'IX' miles.

ML: N29°E along vacant crown lands, 546 chains to a post marked 'IX miles'

LJ: S85°E along an old line run in 1788, 14 chains 50 links. point

BH: N16°30'E along the old line run in 1788, 564 chains, at the intersection of the seigneury of Laprairie. (That boundary was therefore surveyed between 1788 and 1802, perhaps as a result of this same survey.)

NOTE 5

J and L are both points supposed to be 3 leagues from the river. L used in the later survey must be a correction of J.

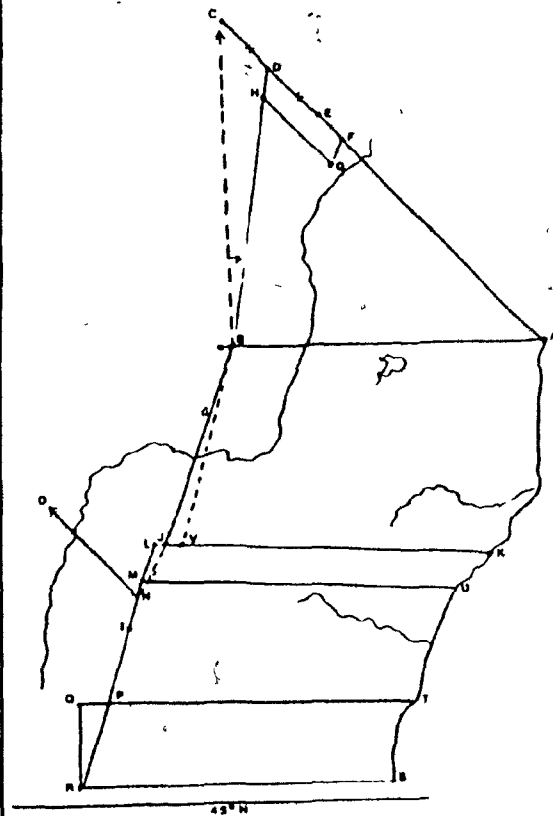
These boundaries would stand through the period studied but in 1843 and 1849 a small number of inhabitants living near the boundary the 10th concession (SW corner) of Delery petitioned the government for a new survey. In 1851, the department of Crown Lands authorized the resurvey of the western boundary of Delery but the seigneurs would agree only to the resurvey of that part south of Douglas Corner (B), to which the solicitor-general concurred. (Order in Council No. 198, June 14-23 1851, (No. 11), Divers, ANQ-M). The reopening of the survey requires a decision on what constitutes the River River Richelieu. The surveyors are of the opinion that submerged land should be considered "terrain d'alluvion flottant et tremblant" but part of the seigneurial area. (Aug. 25, 1858, Report of Jos. Bouchette, (No. 31).) Without this solution, the rear of Delery would have to be shifted 27 arpents to the west, which would not be acceptable to the people living there. (Montreal, Aug. 13, 1858, Report of J. Ostell as to the waters edge, River Richelieu (No. 30).) In a report of the surveys conducted by J. Ostell and F.J.V. Regnaud, the actual lengths and angles of the previous lines of survey are summarized. There are some differences from the supposed measurements in all of them, and the boundary between Lacolle and Delery is not parallel to the line AB as it should be, which is why the vertical distance between the two is not 2 leagues. Delery therefore has less area than it is entitled too, and any boundary to the east of the old would not be accepted by the seigneur. Although he draws a line as directed from Douglas Corner to a point 3 leagues from the River Richelieu, Ostell does not recommend this line which cuts diagonally across existing seigneurial properties (BV). Instead he recommends accepting the old line or his resurvey of it which is only a few feet different, and does not interfere with Sherrington.

Lacolle-Hemmingford Boundary, Procès-Verbal, Jan. 30, 1846

In 1844 instruction to survey Lacolle were given. Examination of the title indicated that it should have 46,872 Arpents. The sinuosities of the River in front were established and found to equal 2,610 A. The southern boundary was deficient by 2 a. making an additional deficiency of 190 A. This area was added in the rear of the seigneurie without interfering with the existing boundaries of Hemmingford and Sherrington, but by extending the northern line of the seigneurie to a point 275 a. from the Richelieu, the area of VNL approximately. (Ostell's measurement (see his 1858 report above) of this line is 282.3 a.)

FIGURE 27

## SKETCH OF DELERY AND LACOLLE TO SHOW BOUNDARY SURVEYS



- A. Pointe la Mule- a fixed point a the line of division between Delery and Longueuil
- B. Douglas Corner- a point due west of 'A' and 3 leagues distant
- AB. Line drawn by Watson in 1788
- BC. A true North line
- E. A point on Grande Ligne 3 leagues from 'A'
- EC. An extension of Grande Ligne to the point of intersection with line 'BC'
- D. The point of equal division of line 'EC'
- BD. The line of division between Delery and LaSalle agreed to by the parties, drawn by Watson, 1788
- DFGH. The area of Laprairie which overlaps the 1788 boundary and has precedence
- I. The NW corner or lot 176 in the 5th range of Hemmingford agreed upon starting line of division with Sherrington
- KL. A line due west of 'K'
- J. A point on 'KL' 3 leagues from 'K'
- K. A point 2 leagues S of A, fixed as the line of division Delery and Lacolle
- IJ. A line running N68°E magnetic to divide Lacolle and Sherrington, 1802 agreement
- BJ. Line of division, 1802
- RN. The E boundary line of Hemmingford surveyed in 1792
- NO. The Hemmingford-Sherrington line
- RPQ. Area of dispute, 9th concession Lacolle and Hemmingford
- RS. Boundary with the US, called the Province Line- as surveyed, not at the intended 45° N
- LJN. Area added to Lacolle in the 1846 survey.
- BV. A line drawn by Ostell in 1858 to a newly established distance of 3 leagues from K.

## REPLACEMENT GRANTS IN DELERY

Background

Note 5 explains the survey of the western boundary of Delery and Lacolle. From the survey records, one can see where the boundary of Delery in the northwest corner was first drawn as an extension of Grande Ligne. A look at any more recent map, however, shows that the seigneurie of Laprairie intercepts Grande Ligne, causing a small jog in the boundary of Delery (Map 45). Settlement advanced along the rivers before the determination of these final boundary lines. The end result was that Gabriel Christie's survey of Delery, which simply extended the original Grande Ligne boundary, overlapped with some of these earlier concessions. Some of the location tickets he granted could never take effect because the land had already been granted. In other cases, censitaires granted land in Delery by the seigneurs of Laprairie and Longueuil could with difficulty occupy their grants as conceded because they had disappeared into several other lots, the survey of Delery having been made along a different base line (rhumb de vent) from the previous concessions. Map 46 shows the northwest corner of Delery where lots with different orientations meet. Also shown are the locations of the lots granted to replace grants which could not take effect for one of the above reasons. Granted under Napier Christie Burton's early administration, for the most part, these grants were made under terms and conditions different from the standard grant of that period.

There were two types of replacement grants. One replaced a grant made by the seigneur of Laprairie or Longueuil. Deed forms of the Type B or G were used to make the grants, but the rents differed substantially from the norm, being lower than those granted by the Christie seigneurs, and in some cases they also included wheat--the only grants after 1785 to do so. The second type of replacement grant charged the same rates of rent as were current during Gabriel Christie's administration, which was still less than the norm of £2.2.2 per 112 A. under Napier Christie Burton. This lower rate of rent had been guaranteed in the location tickets which most of these censitaires seem to have received. Although the reasons for making the replacement grants of this type varied, all were related to the question of the boundary survey which had prevented a land grant as originally conceded from going into effect. Table 104 below summarizes the value of the rents charged for all the twenty-one replacement grants.

The actual replacement of one concession for another was effected by various means. In some cases the censitaire voluntarily retroceded the defunct grant, in others he had to be forced to do so with the threat of, or the actual use of the retrait judiciaire. In return for this replacement grant the censitaire acquitted the seigneur of his obligation regarding the original grant. Several examples are given below. (The numbers refer to the location of the replacement on Map 46.)



The Replacement Grants

No. 3: André Mouche, Concession Mar 2, 1801, Henry, ANQ-M.

The grant is compensation for No. 16 for which he had a location ticket from Gabriel Christie but which he could never enjoy because it was granted by the seigneur of Laprairie. For costs and proceedings against him to force him to pay rents and for rents paid on the location ticket, acquitted.

No. 6: Pierre Vincelette, Concession May 4, 1801, Henry, ANQ-M.

The grant is indemnification for a lot of 3 by 30 arpents on the south side of the Petite Rivière de Montréal retroceded and reunited to the domain without any other compensation for the procès-verbal, nonetheless, if Joseph Hébert or his representatives have a title which cuts across part of lot 17, no action against the seigneur will be taken. The retroceded lot was acquired from A. Beaupré.

No. 11: Concession May 5, 1801, Henry, ANQ-M.

This grant replaces one of 3 by 30 arpents conceded by the seigneur of Longueuil and entirely lost since Gabriel Christie conceded the land to several other persons along a different base line. All rights to the first are abandoned.

No. 15: Concession to Pierre Marcoux, May 5, 1801, Henry, ANQ-M.

This grant replaces the deed to lot No. 2, west side of PRM on the line with Longueuil, of which the grantee was dispossessed by Pierre Sire who holds an anterior title. All rights to Lot 2 are renounced and the title deed is null and void. The seigneur is acquitted of all damages and compensation, not only for the loss of title as for the action he was obliged to defend vs. Pierre Sire in Montreal and at the Court of Appeal at Quebec, by reason of the present title deed.

No. 18: Concession to Louis Comette (Couette, Clouette), Sep. 28, 1801, Henry, ANQ-M.

A concession granted by the seigneur of Longueuil to J. Piedalu before Grisé, Dec. 7, 1780, was sold by his heirs to Comette before notary Leguay, Feb. 25, 1801. On July 3, 1801, before Edme Henry, the seigneur (NCB) exercised his right of "Retrait Censuel" (claimed for all the lands in the seigneurie) on Etienne Comette who voluntarily retroceded the lot in question. The replacement grant replaced the one on which the retrait was exercised and the seigneur was also reimbursed for the £81.5.0 he had paid as the price of acquisition from the heirs of J. Piedalu. Rents on this parcel were to fall due the following year.

TABLE 104

## Replacement Grants in Delery, 1800 to 1821

Id.	Date	Location Lot-Concession	Censitaire	Rent/112 A. £ + Wheat (m.)	Deed Type
1.	1800 Jun 23	14-16, 404	Cartier, Constant	19. 5	F
2.	1800 Jul 21	1, 4, 432-3	Robert, Joseph	10. 6	F
3.	1801 Mar 02	31-2, 434	Mouche, André	2. 2. 2	G
4.	1801 Mar 02	33, 434	Surprenant, J.	2. 2. 2	G
5.	1801 May 04	23, 401	Labreque, Etienne	1. 4. 3	G
6.	1801 May 04	17, 403	Vincelette, Pierre	19. 4.5	G
7.	1801 May 05	- , 403	Bouille, François	7.11.5 + 2.8	B
8.	1801 May 05	29, 401	Cartier, Constant	19. 5	B
9.	1801 May 05	34, 434	Dagest, Dominique	2. 2. 2	B
10.	1801 May 05	20, 403	Demers, Jacques	7.11.5 + 2.8	B
11.	1801 May 05	24, 401	Dumas, Etienne	7.11.5 + 2.8	B
12.	1801 May 05	SE 24, 403	Gamache, George	7.11.5 + 2.8	B
13.	1801 May 05	NE 24, 403	Lavoie, Joseph	7.11.5 + 2.8	B
14.	1801 May 05	23, 403	Mailloux, François	7.11.5 + 2.8	B
15.	1801 May 05	18, 403	Marcoux, Pierre	7.11.5 + 2.8	B
16.	1801 May 05	9, 433	Robert, Joseph	1.15. 8	B
17.	1801 Aug 10	5, 413	Piedalu, Julien	7.11.5 + 2.8	B*
18.	1801 Sep 28	15, 403	Comette, Louis	2. 2. 2	G
19.	1816 Nov 20	SW 21, 403	Letourneau, Amable	2. 2. 2	G
20.	1817 Sep 22	49, 403	Sire, Amable	2. 2. 2	G
21.	1801 Feb 21	NE 21	Pinsonneault, Pierre	5. 4 + 112 p.	G

SOURCE: Deeds of Concession Data Base.

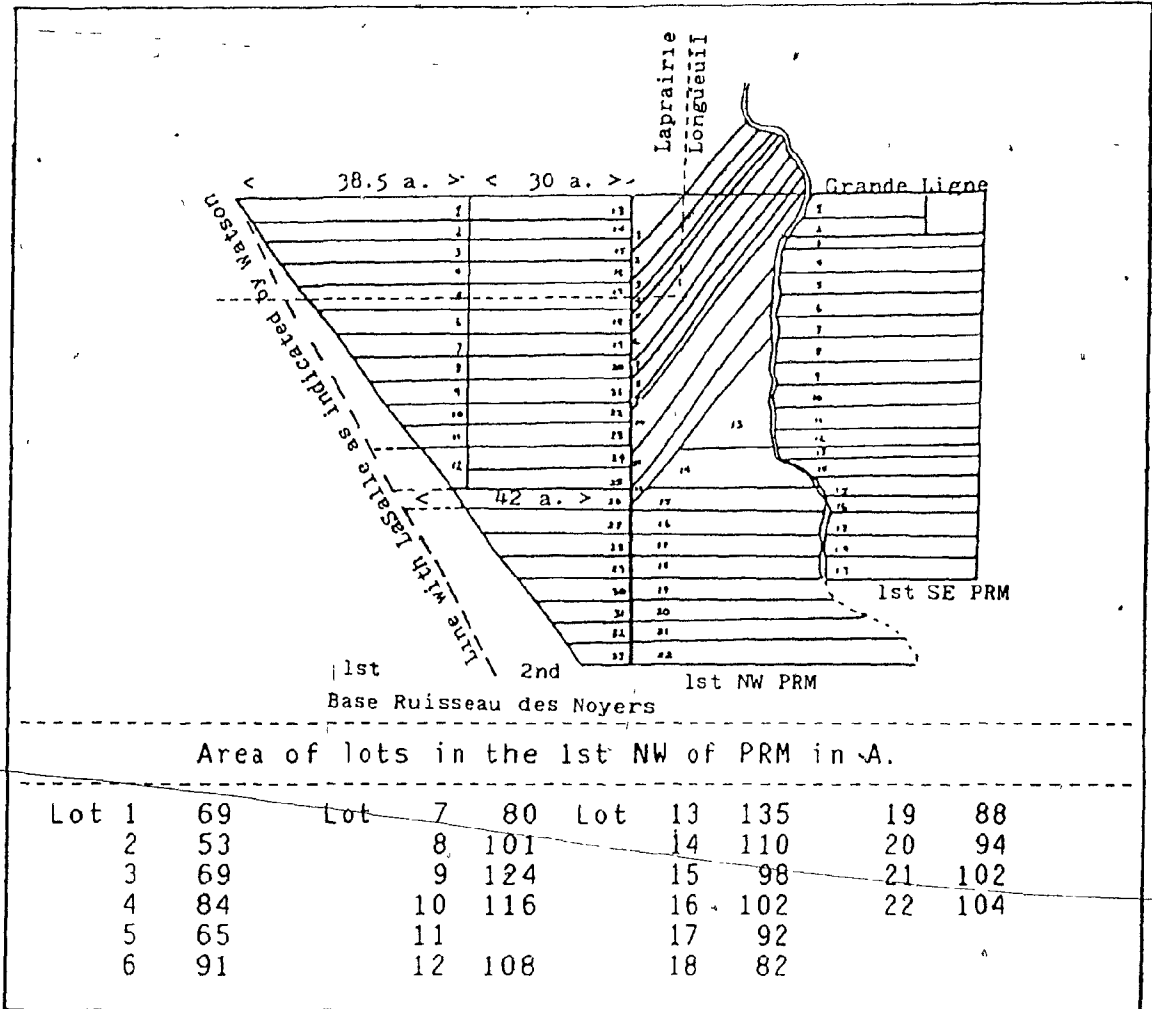
NOTE: The identity number used here corresponds to the location on Map 45. The concession name is abbreviated in column 3 to the key number in the index map of concessions, Map 17.

\*Type B with the log export clause (21) ruled out.

NOTE 6

MAP 45

SKETCH OF WATSON'S SURVEY PLAN OF THE NW CORNER OF DELERY



SOURCE: S.Z. Watson, CA 164, ANQ-M.

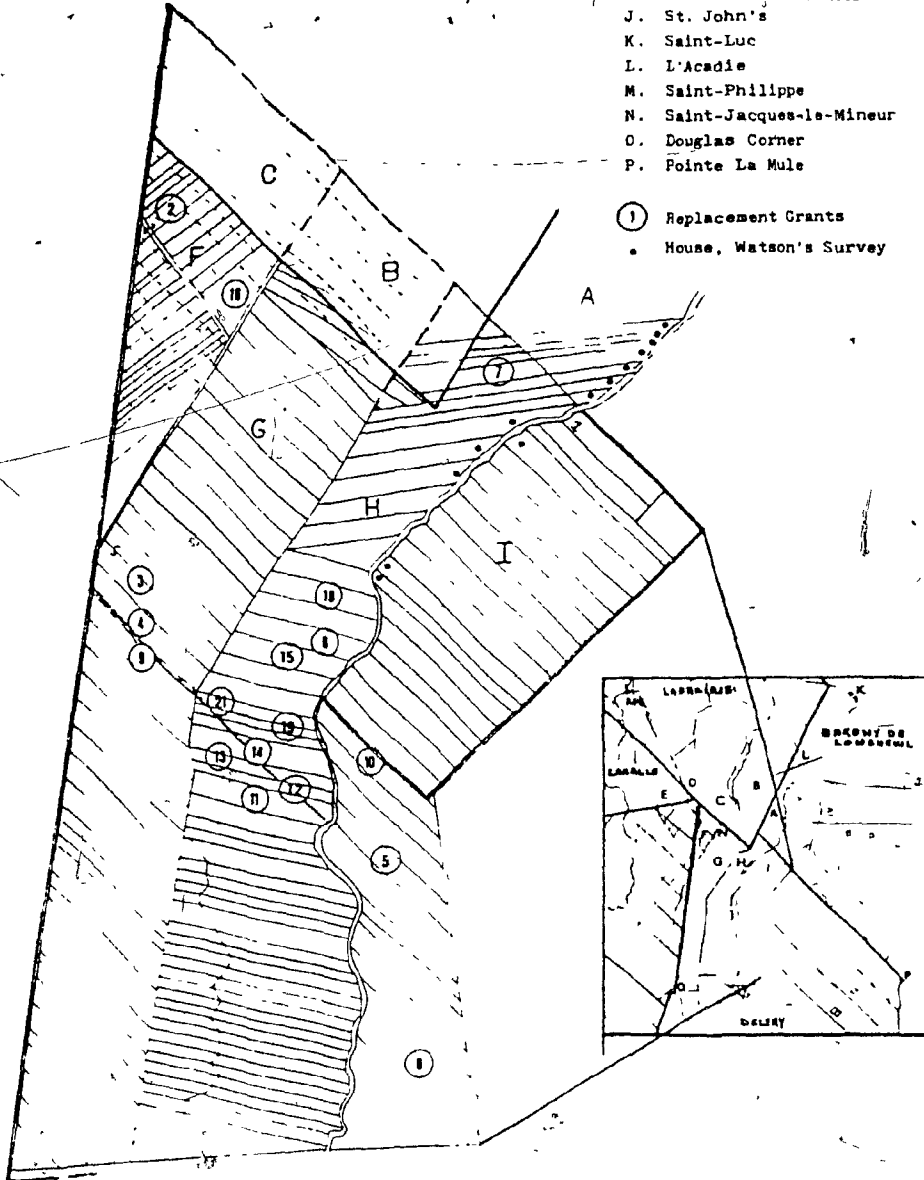
Note: This sketch is drawn on a base of Delery with its present boundaries. It is not possible to find the area reported by Watson between the Petite Rivière de Montréal and the rear of the seigneurie, or the line with LaSalle as it was known at the time. The lots in the 1st SE of PRM meet the river at right angles and are of varying frontage and depth because of the river. The 1st NW of the PRM continues the diagonal lots of the adjacent seigneurie through to lot 12. Lots 13 to 15 are an adjustment, and lots 16 to 22 are surveyed along the same orientation as the other concessions but areas are irregular because of the river. The base line "du Ruisseau Noïée" is drawn (later called the "Base Ruisseau des Noyers") and two concession with consecutive lots (1 to 33) are surveyed between it and the diagonal line with LaSalle (as it was believed). Lots 13 to 25 were 4 by 30 arpents (120 A.) and the remainder diminished by the diagonal line. We have used the length of lot 1 (38.5 a.) and lot 26 (42 a.) to show where the boundary would be if his areas were correct. After adjustments, the Ruisseau des Noyers base line is on more of a diagonal than Watson indicated. Adjustments to take into account previous grants and the boundary of Laprairie causes even greater changes from the first survey (Compare the cadastral plan, Map 13.)

NOTE 6  
MAP 46

THE NORTHWEST CORNER OF DELERY

- A. Côte L'Acadie
- B. Côte Ruisseau des Noyers
- C. Côte St Stanislas
- D. Côte St. Marc
- E. Côte St. Jacques
- F. Base St. Jacques
- G. Base Ruisseau des Noyers
- H. 1st NW Petite R. Mtl
- I. 1st SE Petite R. Mtl
- J. St. John's
- K. Saint-Luc
- L. L'Acadie
- M. Saint-Philippe
- N. Saint-Jacques-la-Mineur
- O. Douglas Corner
- P. Pointe La Mule

- ① Replacement Grants
- House, Watson's Survey



## DEEDS OF CONCESSION: TYPES AND METHODOLOGY

The data base which is the source used for our study of deeds concession was prepared from deeds of concession granted between 1785 and 1854. With few exceptions the deeds granted during this period were made in a series of printed standard forms. In the first stage of gathering data, each observation was identified as manuscript or printed, and French or English in language. Since the few manuscript documents were simply transcriptions of standard forms, this information was of little significance. Because all the grants were made according to standard forms, instead of having to code each clause of the seigneurial dues individually, it was possible to code each printed form (or a manuscript equivalent) as one variable representative of all the unchanging clauses within that form, and recording as separate variables only those which changed from one deed to another, or from one series of deeds to another. Some 19 different versions of farm and village deed forms were used in all. In many cases, however, these were identical except in format, or in the name of the seigneur or his agent. Since these changes were not of interest, a new variable was created to identify the different combinations of seigneurial dues clauses rather than differences in format. The individual clauses of the forms were then examined and compared across all the forms, and classified according to their type. For this purpose minor variations which reflected only changing terminology over time were ignored, and exact translations were considered to be identical clauses. Our classification called "TYPE" was used to identify each particular combination of title clauses (excluding the cens et rentes). The result was a total of twenty-six clauses in the nine different combinations shown in Table 105. Table 106 shows the annual distribution of the deeds according to their type. One non-standard type was found among the replacement grants in Delery (Note 6) where the restriction on the export of logs cancelled from the form used. For the remaining 14 deeds, the type is missing. The data base therefore consists of regular concessions, and serves to analyse the progress of concessions and the variations in variables over space and time.

Village deeds of concession, which are also standard, or which were made on one of the regular forms, were separated from the main data base and treated separately. There are several reasons for this. First, the data for villages is not as complete as for the farm concessions, and therefore as detailed an analysis was not warranted. Second, the questions we are interested in when looking at villages are not the same as in the farmland concessions. In particular, we have decided that it would not be possible to look at the progression of grants within the villages, because the data was not complete enough, and because we have been unable to locate a survey plan of Christieville and Napierville showing the original cadaster and streets. In both villages, the street names of today are almost completely different the original, making the task impossible based on more modern plans. The information was therefore

NOTE 7

gathered without reference to street and lot number but for the village as a whole. Christieville used toises as a unit of measure rather than arpents, and therefore required separate manipulation and conversion to arpents before it could be used with other deeds. Village deeds are therefore included in references to deeds of concession only when they are specifically mentioned.

To show the exact content of each deed 'type', five specimen documents, which between them include all of the different clauses classified in Table 105, follow. Also included is a copy of the village deed form introduced for Christieville and Napierville concessions. (No classification scheme is required since only one village form was used.) To facilitate reference to the specimen deeds, the location of the clauses within the deeds has been indicated using the clause numbers in Table 105 and the end of each clause has been demarcated with a slash (/):

## NOTE 7

TABLE 105

## Types of Deeds of Concession

TITLE CLAUSES		TYPE OF DEED OF CONCESSION									CLAUSE
REF NO.	SUBJECT	A	B	C	D	E	F	G	H	I	FREQ
1	<u>Feu et Lieu</u>	***	***	***	***	***	***	***	/F/	/E/	914
2	Roads	***	***	***	***	***	***	***			475
3	Clearing, Fences	***	***	***	***	***	***	***	***	***	914
4	Copy	***	***	***	***	***	***	***	***	***	914
5	Exhibition Title	***	***	***	***	***	***	***		/E/	764
6	Survey								///	///	439
7	Rent Payment	***	***	***	***	***	***	***	***	***	914
8	<u>Mainmorte</u>	***	***	***	***	***	***	***		***	764
9	<u>Title--Cens</u>	***	***	***	***	***	***	***	/F/	/E/	914
10	<u>Priv Hypothécaire</u>	***	***	***	***	***	***	***	/F/	/E/	914
11	<u>Acknowledgement</u>	***	***	***	***	***	***	***	/F/	***	914
12	<u>Retrait Seign.</u>	***	***	***	***	***	***	***	/F/	/E/	914
13	<u>Corvée</u>			***	***	***					106
14	Hunting/Fishing	***	***	***	***	***	***	***	***	***	914
15	Liquor License	***		***	***	***	***				114
16	Ferry Crossing					***	***				65
17	Free Passage	***	***	***	***	***	***	***			475
18	Building Mat	***	***	***	***	***	***	***	///	***	764
19	Mines, Ores etc	***	***	***	***	***	***	***	///	///	914
20	Oak and Pine	***	***	***	***	***	***	***	///	///	914
21	Export of Logs	***	***	***	***	***	***	***			474
22	Banal Mill	***	***	***	***	***	***	***	/F/	/E/	914
23	Mill Sites	***	***	***	***	***	***	***	/F/	/E/	914
24	Mill Construction	***	***	***	***	***	***	***	***	///	914
25	Water Flow			***	***	***	***	***	/F/	/E/	900
26	Flood Indemnity								///	///	439
TYPE TOTAL:		3	11	5	41	60	5	350	150	289	914

## Key to Types:

Christie Clauses	***
Henry Clauses	///
French version only	F
English version only	E

NOTE 7  
TABLE 106

Annual Distribution of Deeds by Type of Deed

YEAR	A	B	C	D	E	F	G	H	I	Other	Total
1785	1	1									2
1787	1										1
1788	1										1
1790			5	8							13
1791				3							3
1792				14							14
1794				3							3
1796				4	1						5
1797				9	4	3					16
1798					10						10
1800					8	2					10
1801		10					196			3	209
1802							9				9
1805							1				1
1806							2				2
1807							1				1
1815							9				9
1816							29			5	34
1817							77			1	78
1818							10		32		42
1819							10	8	57		75
1820							1	37	29		67
1821							1	3	31		35
1822								8	36		44
1823								4	44		48
1824							1		8		9
1825							1	5	9		15
1826							1	5	10	1	17
1827									7	1	8
1828							1		5	1	7
1829							5	4	2		11
1830								5			5
1831								7		1	8
1832							2	4			6
1833								1		1	2
1834							2		1		3
1835								2			2
1836								27	8		35
1837									1	1	2
1838									1		1
1839									1		1
1840											0
1841									3		3
1842									2		2
1843								13			15
1844								1			1
1845								3			3
1846								4			4
1847								1			1
1848								1			1
1849								3			3
1853								4			4
TOTAL:	3	11	5	41	60	5	350	150	289	15	929





NOTE 7

TYPE A

015851

- 17- Et ledit Preneur ne pourra faire aucun Bâtimant ou clocher sur la dite Nature de la Terre près de la grève, qui pourrait aucunment interrompre le navigation de la Riviere, laquelle doit être en tout temps libre pour le passage des étrangers & passants, pour au moins d'un mille de l'ouverture de la plus haute marée de la Riviere, sans y pouvoir construire aucun Moulin à vent, ni à eau, ni aucun autre Moulin de quelque nature qu'il puisse être.
- 24- & ledit Sieur Seigneur Bulleur réserve tout le Bois de Chêne propre pour la construction des vaisseaux, aussi bien que le Bois de Pin pour des mâts, avec défense aux Habitants d'ladite Seigneurie, de transporter hors d'icelle aucun Bois de usage, à peine, &c. libère néanmoins pour eux d'en faire usage pour leurs besoins propres sur leurs dits Terres seulement.
- 19- Parallelement réservé sur toutes les Mines, Maîtres & Minières qui sont aduellement ou pourroient et après se découvrir sur ladite Concession / aussi bien que le droit de Chasse, de Pêche & de Traite avec les Sauvages. (aux termes & clauses apoules dans le Titre primitif d'ladite Seigneurie.) & le terrain propre à construire & bâtir des Moulins, de la contenance de six arpents en quaré, au cas qu'une trentaine piquée à celui découvre dans la suite, en payant un juste prix suivant l'estimation de perit des experts qui seront choisies par les Parties, si ledit terrain se trouve défriché & mis en valeur, en diminuant la rente de la Terre, au prorata pour les six arpents d'y tenir lieu & lieu par ledit Preneur, sous paine pour de ladite des Présentes, le travailler, cultiver & maintenir en bon état & valeur, tellement que lesdits Cens & Rentes et dessus stipules puissent autrement s'y prendre & percevoir par chacun an, sous peine de réunion au Domaine dudit Seigneur, de plus d'autre défense audit Preneur de vendre aucune Bois-on, sans la permission par écrit dudit Seigneur Bulleur.
- 15- A tout ce que dessus, ledit Preneur, pour lui, ses Heurs & ayens cause se promet & s'oblige brûler & payer ledits Cens & Rentes à mondit Sieur Seigneur Bulleur, les Heurs, ou ayens cause, au lieu de la Recette, à son Receveur ou Agent d'icelle, par chacun an, à payement de laquelle dite somme, outre le Privilège primitif acquis sur ladite Terre, ledit Preneur a affecté, obligé & hypothéqué généralement tous les biens, meubles & immeubles, présents & à venir, sans obligation ne dérogeant à l'autre. & ledit Preneur ledits Heurs & ayens cause avoient marqués à faire au contenu ci dessus, en ce cas pouvoir mondit Sieur Seigneur Bulleur, rentrer de plus droit en ladite Terre, sans pour le garder observer en aucune forme ni figure de procès, ces Présentes néanmoins demeurent en leur force & vertu, pour les arrêter, ledits Cens & Rentes les dits de l'icelle, & domages faits sur ladite Terre.
- 4- Fournira, ledit Preneur, aut dit des Présentes en bonne forme, & de ses frais & dépens, à mondit Sieur Seigneur Bulleur, sous huit jour de la date d'icelles, comme aussi l'Acquiescement de ladite Terre, exhiber & donner copie de son Contrat d'Acquisition, à cinquante jours, des cinq jours de la prescription, à peine de l'amende de trois Livres, pour sol. Fournira, Car ainsi, de Promettant, de Obligé, de Revenant, &c.
- 5- Fait & passé à ...

*Signature de ...*  
*Signature de ...*  
*Signature de ...*  
*Signature de ...*  
*Signature de ...*  
*Signature de ...*

SOURCE: MG8 F99.9, 15, 15849-51, PAC.



NOTE 7  
TYPE E

- 3- Donner du découvert à leurs voisins au lui 2. a mesure qu'ils le demanderont, clore & fessoyer moyennement avec eux (sans que mon dit Sieur Seigneur Bailleur y soit tenu en rien pour ses Domaines ou Terres non concédées) sans pouvoir blesser contre leurs animaux sur icelles /
- 17- Et ledit Preneur ne pourra faire aucun bâtiment ou enclos sur la devanture de la Terre, près de la grève qui pourroit inconvénient interrompre la navigation de la rivière, laquelle doit être en tout temps libre pour le passage des étrangers et à eux, pour au moins de six Toises, à prendre de la haute mer ou de la rivière /
- 20- au pouvoir construire aucun moulin à eau ni à farine, ni aucun autre moulin de quelque nature qu'il puisse être, & le dit Sieur Seigneur Bailleur réserve tout le Bois de Chêne propre pour la construction des vaisseaux, à lui bien que les Bois de Pin pour des mâts, avec descente aux habitants de ladite Seigneurie, de transporter hors d'icelle aucun Bois de usage, à peine, &c. liberté néanmoins pour eux d'en faire usage pour leurs besoins propres sur leurs dites Terres seulement /
- 19- Par ailleurs, réserve sur toutes les Mines, Minières & Mincraux qui sont actuellement ou pourroient être après se découvrir sur ladite Concession /
- 14- aussi bien que le droit de Chasse, de Pêche & de la Traite avec les Sauvages, (aux termes & conditions des articles dans le Titre promis de ladite Seigneurie) sur le terrain propre à construire & bâtir des Maisons, de la contenance de Six arpens en quaré, au cas qu'une location soit faite à cela le découvrir dans la suite, en payant un juste prix suivant l'estimation des peres & autres experts qui seront choisis par les Parties, si ledit terrain se trouve détaché & mis en valeur ( & non autrement ), mais diminuant la rente de la Terre, au prorata pour les Six arpens /
- 1- si y tenir feu & lieu par ledit Preneur, sous l'an & jour de la date des Pr. lites, la travaller, la cultiver & maintenir en bon état & valeur, tellement que ledits Cens & Rentes et d'elles stipulés puissent aisément y prendre & percevoir par chacun d'eux, sous peine de rachat au Domaine dudit Seigneur, de plein droit & sans que ledit Preneur de vendre aucune portion, sans la permission par écrit dudit Sieur Seigneur Bailleur /
- 15- Se réserve bien évidemment par ces Pr. lites mon dit Sieur Seigneur, le droit sur ladite Rivière Riche ou sur toutes autres rivières ou ruisseaux dans ladite Concession, pour y établir à son profit particulier, un Paffage public soit par Bœuf, Charr ou autrement, par les transports du Public, comme aussi de prendre sur ladite Concession la quantité de terre qu'il jugera nécessaire pour y établir une Maison de passage, avec le droit en outre par ledit Sieur Seigneur des dits Hous & Avans causes d'y établir telles personnes qu'il jugera à propos de contenter à cet effet, en diminuant toutes fois la Rente sur ladite Concession au prorata du terrain qui aura été pris pour l'effet que dessus /
- 10- A tout ce que dessus, ledit Preneur, pour lui, ses Hous & Avans causes se soumet promet et s'oblige bien le payer lesdits Cens et Rentes à mon dit Sieur Seigneur Bailleur, ses Hous ou Avans causes, au lieu de la Recepte, à son Receveur ou Agent dûment autorisé, par chaque an au payement de laquelle somme, outre le privilège par lui acquis sur ladite Terre, ledit Preneur a cessé, obligé et hypothéqué généralement tous ses biens, meubles et immeubles, présents et à venir, une Obligation indivisible à l'entre et ledit Preneur seudits Hous et Avans causes s'oblige à satisfaire au contenu ci-dessus, en ce cas pourra mon dit Sieur Seigneur Bailleur, se faire payer par ledit Preneur, sans pour ce, passer ni obliger aucune lettre ni fin de procès, des Pr. lites et de ce qu'il en résultera en leur force et vertu, pour les arrérages d'icels Cens et Rentes des dits et ce, sans que ledit Preneur soit tenu de payer sur ladite Terre /
- 4- En outre, ledit Preneur, se soumet à ses frais et dépens, à mon dit Sieur Seigneur Bailleur, de lui donner et de lui faire donner copie de son Contrat de Acquisition, à charge de restitution, dans les vingt jours de la possession à peine de l'amende de Trois livres quinze sols Tournois /
- 5- Et ainsi, &c.

Par ce passé à la Rivière de la Côte Maudie de ladite Seigneurie  
Le Septième jour du mois de Mars de l'année mil sept cent  
quatre vingt deux sept après midy et ont les dits Parties  
Attendu que ledit Seigneur Bailleur a dit Preneur ayant dit  
se savoir signés de la Supplie a fait la marque d'icelle  
après lecture faite d'icelle et d'après du Gouvernement des  
parties de l'acte Valeur signés J. Christin, Jacques  
John Valdeau, signés J. Christin, et de Henry  
Henry quel appert par la minute des présentes données  
en l'Église de Notre Seigneur Jésus Christ  
E. Henry

SOURCE: MGR F99.9, 15, 15514-5, PAC.

Concession, September 30, 1801, NCB to William Gordon, Henry

015731  
PARDEVANT les Notaires Publics du District de Montreal,  
en la Province du Bas Canada, residents dans le Comte D'Henrieville de la dite  
Province. --- Souffignés.

FUT PRESENT *Notaire Charles* *Notaire* *Notaire* *Notaire* *Notaire*  
des armées du Roi, Seigneurs de la Seigneurie de *Montreuil* *Notaire*  
demourants en son fief Rue et Pont en la Ville de Montreal ---

lequel, d'après les demandes réitérées que lui a fait *William Gordon* ---  
de lui concéder la terre ci-après désignée par tenants et aboutissants;  
et l'affirmation de sa part, qu'elle n'a jamais été concédée, a reconnu et confesse avoir baillé et  
concédé à titre de Cens et Rentes Seigneuriales, foncières et non rachetables des maintenant et à  
toujours, sans autres garanties ni recours quelconques que de ses propres faits et promesses seule-  
ment, que lui-même ne l'a point concédé à d'autres qu'à lui dit *William Gordon* ---  
demourant sur lad. Seigneurie de *Montreuil* à ce présent acceptant, preneur et  
retenant au dit titre, et sans autres garanties ni recours que ceux ci-dessus mentionnés, pour lui,  
ses heirs et ayant cause à l'avenir. les deux terres suivantes touchant deux Seigneurs dans

la Seigneurie de *Montreuil* sous le Numéro 37 d'après le premier Concession Juid du Domaine ---  
Contenant quatre arpents de front sur vingt deux arpents cinq perches de profondeur ---  
s'étant quatre vingt deux arpents en superficie, l'orne a été sur la devanture par la  
Rivière Richelieu --- et en profondeur par la Seigneurs *Montreuil* au Sud d'un côté par  
le Numéro cinq et du Nord d'autre côté par Numéro Sept. L'autre Seigneurs *Montreuil* ---  
Trois dans la Seigneurs de *Montreuil* Juid du Domaine de la Seigneurie de *Montreuil* ---  
Contenant quatre arpents de front sur vingt deux arpents huit perches de  
profondeur s'étant quatre vingt cinq arpents cinq perches en superficie ---  
l'orne a été sur la devanture par la troisième Concession et est en profondeur  
par la première Concession du Sud d'un côté par le Numéro dix sept et au Nord  
d'autre côté par le Numéro vingt quatre, le tout ensemble formant tout quatre  
vingt cinq arpents vingt perches en superficie ---

ainsi qu'elle se poursuit et comporte, que le dit Preneur dit bien savoir et connoître, et en être  
content et satisfait, pour l'avoir vue et visitée

MOUVANTE en la Justice et Censive de la Seigneurie de *Montreuil* --- et  
envers le domaine d'icelle, chargée par ces présentes de sa plus ancienne Censive  
d'icelle Seigneurs par chaque arpent de terre en superficie, non sujet à diminution de rente;  
et un sol de cens par chaque arpent de front sur la profondeur de la dite concession, le tout en-  
semble formant la somme de *deux livres dix Shillings cinq deniers* ---  
cours actuel de la Province du Bas Canada, de Cens et Rentes foncières et Sei-  
gneuriales/ payable par chacun an, dont le premier payement ohera et se fera au jour de la  
St. Martin ou vers Novembre prochain, et continuera de se faire à pareil terme tous les ans,  
tant et si longuement que le dit Preneur sera détenteur et propriétaire du tout ou partie de la dite  
terre; pourra néanmoins le dit Seigneur changer le jour du payement sur les memes conditions/

- 7- Les dits Cens portent profit de Lods et Ventes, Debits, Saisie et Amendes quand le cas y éche-  
ra, avec tous les autres droits Seigneuriaux et Eccliaux, conformément au titre premier de la dite  
Seigneurie/
- 9- LA DITE Concession sujette au moulin banal d'icelle (lorsqu'il y en aura un établi, et des  
censures suffisantes pour l'entretenir) a peine de contumace des dits grains qu'il aura fait mou-  
dre ailleurs/
- 12- Se réserve mon dit Seigneur Bailleur, droit de retenus, même par préférence aux autres  
ignors, en cas de vente ou autres aliénation, équivalentes de tout ou partie de la dite terre;  
en remboursant l'acquéreur du prix principal de la dite aliénation, les impôts et Joyaux couts/
- 11- Droit de récombiner et de déclaration nouvelle à chaque mutation de Seigneur, par succession ou  
aux fins du preneur/

NOTE 7  
TYPE G

015732

25- Si réserve encore mon dit Seigneur Bailleur le droit de tourner le cours des eaux ou ruisseaux dans l'étendue de la dite Seigneurie, pour augmenter le cours de celle ou sera bâti le moulin binal, au cas qu'il le juge nécessaire pour le bien des habitants.

8- Pour de la dite terre sus-comédée, jouir, user et disposer par le dit Preneur, les heirs et ayans cause, en pire route, en toute propriété, au moyen des présentes sans par eux céder, donner ou autrement aliéner le tout ni partie de la dite terre en aucune manière, ni compagnie, ni mettre cens sur cens, et sans que ces présentes puissent nuire ni préjudicier aux droits d'autrui, ni à ceux de mon dit Sieur Seigneur Bailleur, auquel sera loisible de prendre sur la dite terre toute sorte

18- de bois de toute dénomination quelconque, ainsy bien que les pierres et matériaux nécessaires pour la construction des églises, presbitères, moulins ou autres ouvrages publics, moirs ou autres moulons ou enclos sur les domaines de la dite Seigneurie, ainsy du tout en payant au dit Preneur, les heirs ou ayans cause, lesquels pareillement seront tenus de fournir et fournir sur la dite terre, tous les chemins et ponts que le dit Sieur Seigneur Bailleur jugera utiles et nécessaires, ou qui pourront autrement être légalement ordonnés, et de les entretenir en bon état /

2- donner du découvert à leurs voisins au fur et à mesure qu'ils le demanderont, clorre et subsister moyennement avec eux. (sans que mon dit Sieur Seigneur Bailleur y soit tenu pour ses domaines ou terres non-concédées) /

17- Le dit Preneur, les heirs ou ayans cause, ne pourront faire aucun bâtiments ou enclos sur la descente de la terre, pres de la greve, qui pourroit en quelque façon interrompre la navigation des rivières, lesquelles doivent être en tout temps libres pour le passage des étrangers, pour au moins de six toises, à prendre de la haute marque de la rivière sans pouvoir construire aucun moulin à force, à farine, ou autres moulins de quelque nature qu'ils puissent être. Et le dit Sieur Seigneur Bailleur réserve tous les bois de chene propres pour la construction des vaisseaux, ainsy bien que les bois de pin pour les masts, avec de luy au dit Preneur de transporter bois d'icelle aucun bois de seage, a peine de c. liberte néanmoins d'en faire usage pour leur besoin sur la dite terre seulement /

19- PARAILLEMENT, réserve toutes les mines, minières et minéraux qui sont actuellement ou pourroient être découverts sur la dite concession, sansy bien que le droit de chasse, de pêche et de traite avec les Sauvages (aux termes et clauses apposées dans le titre primitif de la dite Seigneurie) et le terrain propre à construire et tenir des moulins, de la contenance de six arpens en quatre, au cas qu'une concession propice se découvre dans la suite, en payant un juste prix suivant l'estimation des personnes expertes qui seront choisies par les parties, si le terrain se trouve desséché et mis en valeur (et non autrement) mais diminuant la rente de la terre, ou au profit pour les six arpents d'y tenir feu et lieu par le dit Preneur sous l'un et jour de la dite des présentes, à titre de culture et maintenance en bon état et valeur, tellement que les dits Cens et Rentes ci-dessus stipulés puissent aisément s'y prendre et percevoir par chacun an, sans peine de remon au domaine du dit Seigneur de plein droit /

10- ADOUT ce que dessus le dit Preneur pour lui, les heirs et ayans cause, se soumet, promet et s'oblige bailler et payer les dits Cens et Rentes à mon dit Sieur Seigneur Bailleur, les heirs ou ayans cause, au lieu de la recette, à son receveur ou à son dument autorisé par chacun an, au paiement de laquelle dite somme, outre ce privilège primitif requis sur la dite terre, le dit Preneur a affecté, obligé et hypothéqué généralement tous les biens meubles et immovables présents et à venir, une obligation ne dérogeant à l'autre, et si le dit Preneur, les heirs et ayans cause, n'ont manqué à satisfaire au contenu ci-dessus, en ce cas pourra mon dit Seigneur Bailleur rentrer de plein droit en la dite terre /

4- FOURNIRA le dit Preneur, ainsy des Présentes, en bonne forme et à ses frais et dépens, à mon dit Sieur Seigneur Bailleur sous huit jours de la date d'icelle comme aussi l'acquireur de la dite terre exhiber et donner copie de son contrat d'acquisition à chaque mutation, dans les vingt jours de sa possession à peine d'amende de trois livres quinze sols et mesmes, sans autre, de protestant, de obligéant, de renouçant, de l'un et passe à la Revue de C. de l'Union des

*Monsieur le Seigneur de la dite Seigneurie et Preneur. Signé au les Notaires  
de la dite Seigneurie par moy qui rapporte et le moment des Présentes soussignées  
en l'année du Règne de son présent  
D. M. H. L. G.*

SOURCE: MG8 F99.9, 15, 15731-2, PAC.

Concession, October 14, 1836, WPC to John McCormick, Demaray

**Pardevant les Notaires Publics,**

de la Province du Bas Canada, résidants en la Paroisse  
dans le Comté de ~~la Haute-Louis~~ dans le District de Montreal, dans  
la Province susdite, soussignés.

**Fut Present**

*William Mc Cormick*  
résidant dans le village de (Essex) Ville  
dans les Concessions de l'Etat, Agent de William  
D'Underhaste (Archie) Simpson, résidant dans  
la Cité de Montreal, Notaire et Juge de Paix  
notaire des Concessions de l'Etat, et autres  
et autres lieux.

Lequel d'après les demandes répétées de la part de *John Mc Cormick*  
de lui concéder le Lot de Terre ci-après désigné,  
disant qu'il n'est point occupé et qu'il n'a pas de travaux dessus faits— a reconnu et confessé avoir Concédé et par le présent concède à titre de Cens et de Rent  
tes foncières et seigneuriales, non rachetables, dès maintenant et à toujours à  
*John Mc Cormick* cultivateur, des Concessions  
de l'Etat (pourvu que le dit lot n'ait jamais été  
vendu).

à ce présent preneur et retenant au dit titre, et sous les charge, clauses, réserves,  
servitudes et restrictions ci-après mentionnées, pour lui, ses heirs et ayans cause a  
l'aveur, un lot de terre ~~comme dans le plan susd.~~  
côté sud ouest d'une grande ligne qui coupe  
obliquement les Concessions de l'Etat et  
d'ailleurs, borne sur la dite concession par  
le chemin de la dite grande ligne, sur  
profondeur d'un angle sud dudit lot,  
et sur côté à l'ouest par l'ancien des  
terres de la seconde concession, sur l'autre  
côté par le chemin de l'Etat, le dit  
lot, étant de forme triangulaire mesure  
sept arpens et neuf perches de front  
sur le chemin de la dite grande ligne,  
sur quinze arpens et sept perches  
sur la ligne au sud, le tout formant  
une superficie de cinquante quatre  
arpens et trois perches.

NOTE 7  
TYPE H

ainsi qu'il se pourroit et comporte, que le preneur dit bien savoir et connaître pour l'avoir vu et visité, dont content

MOUVANT icelui lot de terre en la Justice et Censive de la Seigneurie de *Blainville* et envers le domaine d'icelle chargé par ces présentes de *deux deniers* de cens; et de *un denier* par chaque arpent en superficie de rentes foncières et seigneuriales, formant ensemble les dits cens et rentes la somme de *un denier*

- 7- cours actuel de cette Province payable par chaque année dont le premier paiement sera dû et exigible au Onze Novembre prochain; et de là en avant, à pareil terme, tous les ans, pour toujours; pourra, néanmoins, mon dit Sr. Seigneur changer le jour du paiement /
- 9- Le dit cens portant profit de lods et vente, saisies, amende, lorsque le cas échéra, et de tous autres droits seigneuriaux et fudaux, suivant la coutume de Paris, et le titre de Concession de la dite Seigneurie sera sujette la dite Concession au Moulin Banal de la Seigneurie, sous les pénalités de droit /
- 12- Il a été arrêté et convenu entre les dites parties, qu'à chaque mutation de propriété, soit par Vente ou autrement, de tout ou partie du dit lot de terre, il sera permis à mon dit Sr. Seigneur ses hoirs et ayans cause, et ils auront le droit de retirer ou retaire des acquéreurs, même par préférence aux parens lignagers, le dit lot de terre, ou telle partie d'icelui qui en sera aliéné en remboursant l'acquéreur de son prix principal d'acquisition frais, mises et loyaux coûts. /
- 11- Le preneur s'oblige pour lui, ses hoirs et ayans cause, de donner et fournir, à ses dépens, une reconnaissance ou déclaration nouvelle à chaque mutation de Seigneur, par Succession ou autrement. /
- 24- Cette présente Concession faite sous l'expresse condition, que le dit Sr. Bailleur réserve, pour et au profit de mon dit Sr. Seigneur, ses hoirs et ayans cause, le privilège et droit exclusifs de faire et construire sur les Ruisseaux, Rivières ou Etangs qui pourront se trouver dans les limites du dit lot de terre, digues, ou dames, Moulins à farine, à seie, e'tc. parcellément de détourner et changer le cours des eaux pour augmenter celui qui servira à faire tourner et mouvoir les dits Moulins, et pour ce faire pourront creuser, ouvrir et faire des fossés ou conduits au travers du dit lot de terre pour déboucher au Canal principal. /
- 23- Pareillement si, par la suite, il se découvre quelques endroits ou places convenables sur ce lot de terre pour y assise Moulins, en ce cas mon dit Sr. Bailleur retient et réserve pour mon dit Sr. Seigneur, ses hoirs et ayans cause, le droit de prendre possession et de jouir pour toujours, de quatre Arpens en superficie des susdites prémisses (proche de telle place) et là d'y construire Moulins, Haugards, etc. Même d'ouvrir et pour d'une route de Chénette pour communiquer des dits Moulins au Chemin public le plus proche—en par mon dit Sr. Seigneur, ses hoirs et ayans cause, payant au propriétaire d'alors, à dire d'experts choisis par les parties respectivement, (si toutes fois telle portion de terre est défichée et méliorée, et non autrement) un juste prix pour ces dépenses et méliorations seulement, et le paiement de telle évaluation étant fait au propriétaire, sera considéré et reconnu comme compensation suffisante, mais en sus mon dit Sr. Seigneur sera obligé de diminuer les rentes seigneuriales, pour l'avenir, en proportion de la quantité de terre y ainsi prise. /
- 26- Si toutes fois les digues ou dames que mon dit Sr. Seigneur, ses hoirs, et ayans cause, pourront construire ou faire construire, ou qui sont actuellement construites et faites sur quelques ruisseaux, ruisseaux ou cours d'eau, dans l'étendue de la dite seigneurie, pour l'usage des Moulins, il arrive que parcellément des eaux submerge et moule quelques parties des prémisses susdites; en ce cas le preneur promet et s'oblige pour lui, ses hoirs et ayans cause, de permettre, souffrir et supporter telle modulation, sans exiger de dommage du dit Sr. Seigneur, ses hoirs et ayans cause, mais seulement une déduction, pour le tems alors futur, des rentes seigneuriales, comme une compensation suffisante pour la partie de



NOTE 7  
TYPE .H

la terre ainsi moulée.—Néanmoins si le propriétaire d'alors, au lieu de souffrir et supporter semblable servitude, sous les conditions susdites, préférerait de céder et abandonner à mon dit Sr. Seigneur la partie de sa terre ainsi moulée, il lui sera permis et loisible de ce faire—et d'après offre au Seigneur de la part de tel propriétaire, de lui faire semblable abandon, alors et dans ce cas mon dit Sr. Seigneur, ses heirs et ayans cause, seront obligés d'accepter cette offre, et de rembourser au dit propriétaire la valeur, suivant l'opinion des experts choisis par les parties, du coût du défrichage et améliorations dessus faits, et de diminuer les rentes seigneuriales, pour l'avenir, sans autres dommages ou indemnités quelconques de la part de mon dit Sr. Seigneur envers le dit propriétaire./

20- De plus le dit Sr. Bailleur excepte et réserve de la dite concession, pour l'usage et profit de mon dit Sr. Seigneur, ses heirs et ayans cause, tous les arbres de bois de chêne et de pin, le droit exclusif de chasse, de pêche et de traite avec les Nations Sauvages /aussi toutes les mines de métaux et de minéraux les carrières et lits de marbre, de charbon de terre, les sources d'eau salée minérale, et le droit et privilège d'ouvrir, travailler et exploiter ces mines, carrières et lits, d'user et tourner à son profit et avantage telles sources; d'ouvrir et de jour sur le dit lot de terre d'une route de charrette pour communiquer des dites mines et sources au chemin public le plus proche./

18- Se réserve encore le droit à mon dit Sr. Seigneur, ses heirs et ayans cause, de prendre et enlever des dites prémices, tous les bois, pierre, sable et autres matériaux nécessaires pour la construction des Eglises, Presbytères, Manoirs, Moulins, Digues, sans en rien payer /

24- Il a été convenu et arrêté entre les dites parties, que le dit preneur, ses heirs et ayans cause, n'auront pas le droit de construire, ni de permettre au souffrir de faire et de construire, sur les dites prémices, des Moulins à farine, à seie ou autres, de quelque dénomination qu'ils soient, à peine, etc./

3- Si le dit lot de terre ou partie d'icelui se trouve joignant terre non-concédée, ou le domaine de la dite Seigneurie, en ce cas le preneur s'oblige, pour lui et ses ayans cause, de faire et entretenir, en bon état, à ses propres frais, les clôtures, fossés et découvertes qui deviendront nécessaires entre ce lot de terre et les terres non-concédées et domaine, durant le tems que ces terres demeureront non-concédées et le domaine inculte, sans en exiger paiement, récompense ou aide de la part du dit Sr. Seigneur pour ce fait, mais en seront déchargés du moment qu'ils seront concédés et le domaine sera en état de culture./

1- Le preneur promet et s'oblige de construire, sous l'espace d'une année de ce jour, une Maison sur le dit lot de terre, d'y tenir feu et lieu, et de desherber et nettoyer propres à être ensemencés, au moins trois arpens en superficie, de manière que les dits cens et rentes puissent se percevoir aisément, à peine, etc./

10- Et en considération des dites rentes, charges, servitudes et réserves ci-dessus stipulées en faveur du Seigneur, de ses heirs et ayans cause, que le dit preneur pour lui, ses heirs et ayans cause, promet et s'oblige de payer, remplir, supporter et souffrir, le dit Sr. Bailleur lui transporte et-cède ce lot de terre des maintenant et à toujours, pour en jouir et ses ayans cause, en toute propriété, mais à titre de Roture et sujet aux charges et servitudes susdites.

Pour sûreté du paiement des dits cens et rentes seigneuriales, et de l'accomplissement de toutes les clauses, conditions et obligations mentionnées en ces présentes, mon dit Sr. Bailleur se réserve pour mon dit Sr. Seigneur, son hypothèque privilégiée sur les susdites prémices—et outre cela le preneur affecte et hypothèque tous ses autres biens, présents et à venir, une obligation en diligence à l'autre /

4- Fournira le dit preneur, autant des présentes, en bonne forme et à ses dépens à mon dit Sr. Bailleur sous huit jours / Comme aussi, si le dit lot de terre ne se trouve point borné, le preneur le fera borner à ses frais par un Arpenteur, et en fournira Procès Verbal au Sr. Bailleur, sous un mois de cette date, à peine, etc./



Concession, February 13, 1818, NCB to Abner Hillman, Barbeau

BEFORE the underwritten Public Notaries, duly admitted and sworn as such, for the Province of Lower Canada, in the British North America, residing at the Village of La Prairie in the County of Montcalm in the District of Montreal, and in the Province aforesaid.

PERSONALLY appeared *Mr. Abner Hillman*  
*William W. Johnson, Esq. of the*  
*Barreau, in the County of Montcalm*

Seignior and proprietor of the Seigniories Lac de Delery, Noyan, Sabrevois, Meury, Repentigny and their respective dependencies, as well as of all the Rivers and waters comprised in the said Seignories, on the one part,

And *Abner Hillman of Noyan - Quebec*  
on the other part.

Which parties, declared to have covenanted and agreed in the manner following, that is to say, that the said *Abner Hillman* for and in consideration of the Cens, or quit-rent, and the irredeemable and perpetual Seigniorial ground rent; as also for and under the Conditions, reserves, restrictions and privileges herein after stipulated in favor, and for the use and behoof of the said Seignior, his heirs, and assigns, to be kept done and performed by him the said *Abner Hillman* his heirs and assigns, however, he the said *Abner Hillman* hath granted and confirmed, and by these presents, doth grant, convey and confirm unto the said *Abner Hillman* hereto present and accepting grantee, pursuant and under the following conditions, reserves and restrictions, for himself, his heirs and assigns, for ever, all that piece or parcel of land, situated in the Seigniorie of Noyan, dans l'ancien Village de Delery, et de Sabrevois, le dit Lot Mesure de 1000 toises sur le second rang de concession de M. Poirer -

*deux arpens sur deux arpens de front, par quatre-vingt arpens en profondeur, mesurant une trentaine de toises de largeur superficielle, adjoignant sur un côté à la route de Noyan deux arpens, et sur l'autre côté à la route de Noyan deux arpens, en la seconde concession, de la même mesure, et de la même situation, conformément à la planche de M. Poirer, et de la même mesure, de la même situation, conformément à la planche de M. Poirer, et de la même mesure, de la même situation, conformément à la planche de M. Poirer.*

Whereof the said grantee is well acquainted, and is contented and satisfied; having viewed and visited the same.

The said tract of land moving in, and depending of the justice and Censive of the said Seigniorie of *Noyan* and towards its domain charged by the presents of *Abner Hillman* current money of this Province, of ground rent, for every arpent in superficie, and *quit-rent* like money of cens, or quit-rent, for every arpent in front, by the whole in depth of the said lot of land. All which said Seigniorial ground rents and cens amounting together to a sum of *Two Cens, two Shillings & 6 Pence* said currency, shall be paid yearly and perpetually to the said Seignior, his heirs and assigns, and the first payment thereof, to be made on St. Martin's day, the eleventh of the month of November next, and so to be continued every year, on the same day, by the said grantee, his heirs and assigns, for ever. Nevertheless, the said Seignior, his heirs and assigns, shall be at liberty to alter the day of payment, but only on the same conditions.

NOTE 7  
TYPE I

- 9- The said cens, annuity rent, bearing the right of *lods-et-vente* or of exacting and receiving from the purchasers, at every mutation, the twelfth part of their purchase money, also of fines, *vicare* and all other seigniorial rights, according to the custom of Paris, and the primitive title of Concession of the said seignory /
- 22- The said grantee doth promise and oblige himself, his heirs and assigns, by these presents (under the penalty of the grant, that he or they shall have ground elsewhere than the Banal Mill of the said seignory, being consecrated, and paying and by toll) to carry to the Banal Mill of the said seignory all Wheat, Rye, Barley, Indian Corn and every other grains that he or they may have occasion to be ground, for grinding which the said seignory, his heirs and assigns shall or may lawfully take and retain, to their own use and profit, one fourteenth part of all such grain. /
- 12- In case of sale or alienation of the said lot of land, or any part thereof, the said lessor, for and in behalf of the seignory, his heirs and assigns, reserves the right of redemption (*jus retrahum*) or re-entering in possession of the whole, or the part so sold, by reimbursing and paying to the purchaser, his purchase money, costs and due charges; also the right of acknowledgment and declaration of every mutation, of seignory, or lord manor, by succession or otherwise, at the expences of their proprietor. /
- 11- Furthermore, this present grant and conveyance made under the express charge and condition, that the said lessor reserves all running waters, whereon mills may be erected, and the exclusive right and privilege for the seignory, his heirs and assigns, of building upon any creeks, streams or runs of water, within the said premises, or upon any part thereof, near such creeks, streams or runs of water, such mills, mill dams, water works, as well as all other buildings and works that they shall think proper and necessary; likewise, of turning and changing the courses of the waters; and for so doing to dig, cut and trench through the said lot of land. /
- 24- Also, should any favorable and convenient spot or place, for that purpose, be hereafter discovered, the said lessor hereby retains and reserves for the seignory, his heirs and assigns, the right of taking possession, enjoying for ever, a piece or parcel of the said premises (near the said mills and water works) of four arpents in superficies, and to lay out and use through and cross said premises, roads leading, from any public roads, to and from the said mills, by reimbursing and paying to the then proprietor of the said premises, if such piece of ground is cleared and approved, but not otherwise, a just price, according to the evaluation of proper persons chosen by the parties, for the clearing and improvements only, that shall have been made and done on such a place or spot, and the payment of such evaluation shall be considered as a full and sufficient compensation and indemnifications to the proprietor. Nevertheless, the seignory will and shall diminish the yearly seigniorial rents in proportion of the quantity of land so taken. /
- 23- If by the dykes or dams which the said seignory, his heirs or assigns may make or cause to be made and erected, or that have been made and erected, in some of the creeks, streams or rivers in his seignories, for the use of mills or any water works whatever; it happens, by so doing, that the swelling or rising of the waters, should overflow and submerge part of the aforesaid premises, in that case it is agreed, and the grantee promises and obliges himself, his heirs and assigns to permit, suffer and support such overflowing of the waters, without exacting any damages from the said seignory, his heirs or assigns, but merely, a deduction for the time then to come, of the seigniorial rents, as a full and sufficient compensation and indemnification for the part of ground thus inundated -- Nevertheless if the then proprietor of the said lot of land, in lieu of suffering and supporting such servitude, upon the above condition, should prefer and choose to give up and relinquish to the said seignory the part of his land thus inundated, it shall be at his (the said proprietor) option, and lawful for him so to do, and upon an offer on his part to the seignory, to abandon and relinquish to him such a part of his land, then and in that case, the said seignory, his heirs or assigns shall be obliged to accept such an offer, and to reimburse and pay to the said proprietor the value, according to the pricing of proper persons, chosen by the parties, of the expences, only, for the clearing and improvement, that shall have been made and done on such a spot of ground, and diminishing, for the future, the seigniorial rents, without any further damages or indemnifications, whatever, on the part of said seignory, towards the proprietor, and such a tract of land, thus relinquished, shall be limited to the domain of said seignory, to make part thereof. /
- 26- Also excepting and reserving for the said seignory, his heirs and assigns every mine and working that now are or will be hereafter growing on the said premises, and the exclusive right and privilege of finding and having likewise all mines of metal and mineral, springs and beds of marble and sea coal, salt springs and mineral waters, with the right and privilege of clearing by digging and working such mines, quarries and beds, to use and turn to his own profit and advantage such mineral waters and salt springs, and of having and using a road or passage through said premises to communicate to and from such places to a public road by paying to the proprietor a just price for the said road only. /
- 20- Moreover, the said lessor doth reserve the right to the said seignory, his heirs and assigns, of taking and carrying away all sorts of wood, timber, stone, sand and other materials necessary for the construction and reparations of churches, ministers' houses, public buildings, mills, mill-dams, manors or seigniorial houses, their dependencies, as well as for fences or inclosures in the domain of said seignory, without paying any thing to the proprietor of the said lot of land. /
- 14- It is furthermore agreed by and between the said parties, that the said grantee, his heirs and assigns, shall not, nor will, at any time hereafter, erect, or cause to be erected any mills, mill-

NOTE 7  
TYPE I

Dams, water-works or buildings, of what denomination soever, upon any creeks, streams or cuts of waters, within said premises, nor any wind mills on the said premises, neither sails or permit any other person, or persons so to do, other than and except the said seignior, his heirs and assigns.

8- The said grantee, his heirs or assigns, shall not, in no case whatever, give, borrow or alienate the said lot of land, or any part thereof, to any man or community, nor put any charge or tax upon any; and these presents not to prejudice to the right of the said seignior and that of any others.

3- If the above lot of land, or any part thereof, happens to be adjoining any ungranted land, or the domain of the said seignior; it is covenanted that, in such case, the said grantee, his heirs and assigns will and shall make and keep up, in good order, at his or their own expences, all fences, ditches and clewings, as need may be, between the said lot and ungranted land or domain, so long as the said land will remain ungranted, and until such domain be improved, without requiring during that time, only, any assistance or payment from the said seignior, his heirs and assigns, for so doing.

1- The said grantee doth hereby promise and agree that he will and shall, within a year, erect and build a dwelling house up in the said premises; also open and clear one arpent in depth, by the whole breadth of said lot of land, for pasturage or corn; and if the said grantee, his heirs and assigns do not live on, or cultivate the said land, or cause it to be cultivated, so that the said yearly seigniorial cens and rents may be easily collected and perceived, or that it should remain without a tenant, for one year, then and in either of these cases, it shall be lawful to and for the said seignior, his heirs and assigns, into and upon the said premises hereby granted, to re-enter, and the same to have again, to possess and enjoy, as in his or their former state, any thing herein contained to the contrary thereof, in any wise notwithstanding; nevertheless these presents shall remain in their full force and virtue, for the payment of all arrears of cens, rents and other seigniorial rights, that shall be, then due by and upon the said premises.

4- The said grantee shall furnish to the said seignior or agent, within ten days, from this date an authentic copy of these presents, also he, the said grantee, promises to have the above lot of land surveyed and bounded, within a month, by a sworn land surveyor, and to deliver to the said seignior a process verbal of such survey, the whole at his own expences. 6- And his present grant so made under the express condition and charge, that, at every mutation of proprietor, by sale or otherwise, the purchaser or new proprietor of the said lot of land or any part thereof, shall and will exhibit and furnish to the seignior, his heirs or assigns, a copy of his deed or title to such land, within twenty days from the date thereof on pain of fines, &c.

10- And in consideration of the yearly cens, rents, covenants, charges and restrictions herein before mentioned and stipulated in favor, and for the use and behoof of the said seignior, his heirs, assigns and administrators, to be paid, kept, performed and supported by the said grantee, his heirs, executors or administrators, he the said lessor did grant and confirm from henceforth, for ever, unto the said grantee, his heirs and assigns, all that said piece or parcel of land, to be holden, enjoyed and disposed as ignoble tenure.

For the true fulfillment of the above conditions and charges and the security of the yearly payment of the said seigniorial cens and rents, the said presents shall remain, specially affected and mortgaged, and for further security of the above obligations, the said grantee did, and by these presents doth mortgage, charge and hypothecate all and generally his immovable property both present and future. An obligation not derogating to the other. And for the execution of these presents, and of every the premises, the said parties hereto, have respectively elected their irrevocable doinal, at their present dwellings, where, &c. notwithstanding, &c. promising, &c. obliging, &c. renouncing, &c.

Done and passed at *St. Louis* in the *seignory of the said* in the *afternoon* of the *fourteenth* (day) of *November* in the year of our Lord, one thousand eight hundred and *eighty three* and have the parties and Notaries hereunto set and subscribed their names, these presents having been previously read according to Law.

*Edouard Huerf. Not. of St. Louis*  
*Jules Huerf.*

*Not. de Baudouard, Not. de Bourbon Not. de*  
*à St. Louis, et affectés à la original de ces presents*  
*restent en dépôt en l'office de l'archevêque de St. Louis*  
*à la date de ce jour.*

*[Handwritten signatures and initials]*

NOTE 7.  
VILLAGE DEED

Concession, October 24, 1844, WPC to Charles Langlois, Simard

012412  
pardevant les Notaires Publics,  
de la Province du Bas-Canada, résidant dans le District de Montréal,

*Fut Present, William Langlois, Seigneur du Village de St-Jacques dans la Seigneurie de St-Jacques, et Charles Langlois, fils de William Langlois, Seigneur du Village de St-Jacques, maintenant et depuis de la Province de Bas-Canada et Résidents de la Seigneurie de St-Jacques, et d'autres lieux.*

LEQUEL reconnaît et confesse avoir concédé, et par le present concède à titre de Cens et Rentes foncières, seigneuriales et non-rachetables, dès maintenant et à toujours à *Charles Langlois, fils de William Langlois, Seigneur du Village de St-Jacques*

présent preneur et retenuant au dit titre, et sous l'expresse obligation des charges, clauses, réserves, servitudes et restrictions ci-après mentionnées, pour lui, ses heirs et ayant cause à l'avenir, *au lieu de Terre ou Emplacement situé dans le Village de St-Jacques dans la Seigneurie de St-Jacques*

*sous Numéros 100 et 101 et de la Seigneurie de St-Jacques, du dit Village de St-Jacques, par la Partie du bord de l'eau St-Jacques, au sud en l'endroit de la Seigneurie de St-Jacques, des lots de St-Jacques Province de Bas-Canada, et d'autres lieux, par le Premier Seigneur*

AINSI que le tout se pourait et comporte, et que le dit preneur dit bien savoir et connaître pour l'avoir vu et visité, dont *il* contient

NOTE 7  
VILLAGE DEED

MOUVANT le dit LOT de TERRE en la justice et censive de la Seigneurie  
*de la Seigneurie de la Seigneurie* et envers son domaine chargé par les présentes  
*de 1000 deniers* cours actuel de cette Province, de cens et de  
*de 1000 deniers* pour chaque arpent  
 en superficie, formant ensemble la somme de *une livre et un denier*  
 - dit cens pour l'entier de la dite Conces-

7- mon / dont le premier paiement sera exigible au QUINZE NOVEMBRE prochain, et de  
 là en avant, à pareil terme, tous les ans pour toujours - pourra néanmoins mon dit  
 Seigneur ou son Agent changer le jour du paiement /

9- Le dit cens portant profit de lods et vente, saisies et amendes, lorsque le cas  
 y échoira, et de tous autres droits seigneuriaux suivant la Coutume de Paris et le  
 titre de Concession de la dite Seigneurie / Sera sujette la dite Concession au  
 22- moulin banal de la dite Seigneurie, sous les pénalités et confiscations de droit /

12- A chaque mutation de propriétaire, soit par vente ou autrement, de tout ou par-  
 tie du susdit lot de terre, il sera permis à mon dit Seigneur, et ses ayant cause, et  
 ils auront le droit de retirer, ou retravailler des acquéreurs, même par préférence aux  
 parents lignagers, le dit lot de terre, ou telle partie d'icelui qui en sera aliénée, en  
 remboursant l'acquéreur de son prix principal d'acquisition, lras, mises et loyaux  
 coûts à quoi le dit preneur s'est soumis pour lui, ses hoirs et ayant cause /

11- Le preneur s'oblige, pour lui, ses hoirs et ayant cause, de donner et fournir, à ses  
 dépens, une reconnaissance ou déclaration nouvelle à chaque mutation de Seigneur,  
 par succession ou autrement /

19- Se réserve pour mon dit Sr. Seigneur, et ayant cause, toutes les mines de mê-  
 taux et minéraux qui pourront se trouver sur le dit lot de Terre /

24- Il a été convenu et arrêté entre les dites parties que le dit preneur, ses hoirs ou  
 ayant cause, n'auront pas le droit de construire ni de permettre ou souffrir de faire  
 et de construire sur les dites premisses, Moulins à farine, à scie, ou autres de  
 quelque dénomination qu'ils soient à peine, &c /

1- Le Preneur promet et s'oblige pour lui, ses hoirs et ayant cause, de construire,  
 sous l'espace d'une année, de ce jour, une maison logeable sur le dit lot de terre,  
 et d'y faire tenir feu et lieu, et dans le même laps de temps de clore mitoyenne-  
 ment avec ses voisins, soit en pieux, soit en planches debout, d'ouvrir et aplurer les  
 rues sur le long du dit Emplacement de manière à les rendre passables en tous  
 sens - Et faite par eux de ce faire, il sera permis au dit Sr. Seigneur, ses hoirs  
 et ayant cause, de rentrer en possession des dites premisses et d'en faire et dis-  
 poser aussi librement qu'ils aient droit de faire avant la passation du présent, non-  
 obstant toutes choses à ce contraires contenues en ces présentes ; Etant de con-  
 vention expresse entre les susdites parties, sans laquelle le présent n'aurait pas été  
 accordé, attendu que l'intention est dans la vue d'augmenter le village /

Lo Preneur, ses hoirs et ayant cause, ne pourront, en aucun cas, vendre, donner  
 ou aliéner en manière quelconque le dit lot de terre ou partie d'icelui, en main ou  
 communauté, ni mettre cens sur cens /

10- Pour sûreté du paiement des dits cens et rentes, et pour l'accomplissement de  
 toutes les charges, conditions et obligations mentionnées en ces présentes, mon  
 dit Sieur Bailleur se réserve, pour mon dit Sieur Seigneur et ses ayant cause, son  
 hypothèque privilégiée sur les dites premisses /

*1000 deniers*  
*de la Seigneurie de la Seigneurie*

NOTE 7  
VILLAGE DEED

4- Fournira le Preneur une expédition en forme des présentes à mon dit Sr. Sei-  
gneur, sous huit jours. /

Pour l'exécution du contenu au présent le dit Preneur a élu son domicile irré-  
vocable sur le lot de terre sus désigné, auquel lieu veut et consent, &c.—Nonob-  
stant, &c.—Car ainsi, &c.—Promettant, &c.—Obligéant, &c.—Renonçant, &c.

Fait et passé au dit Village de St-Jacques le vingt quatrième

jour du mois d'Octobre l'an mil huit cent quarante quatre

et ont les Notaires signé avec mon dit Sr. Procureur Bailleur, le dit Preneur  
a déclaré se le servir de son nom, lequel a été signé et  
marqué demeurant en l'habitation de M. de St-Jacques, Village de  
St-Jacques, Agent de W. P. Christie, et de M. de St-Jacques, Procureur  
de son Seigneur, en son nom et au nom de son Seigneur.

*St-Jacques*  
*St-Jacques*  
*St-Jacques*

SOURCE: MGS F99.9, 13, 14012-4, PAC. 8



## NOTE 8

## SOURCES RELATING TO MILL SEATS AND MILL LEASES

Table 107  
List of Leases and Permissions to Build

Date	Type	Location	Second Party	Source(a)
Nov. 18, 1766	Lease	Upper Mill, La	Davis & Lancey	14, 14852
Mar. 24, 1772	Lease	Upper Mill, La	Lafontaine & Labonté	14, 14858
June 26, 1774	Lease	Upper Mill, La	Samuel Jacobs	14, 14861
July 17, 1782	Agr	Chambly Mill	J. Glenny	Grisé, 2330
Oct. 2, 1784	Trans	Chambly Mill	G. Christie	Foucher
Mar. 1, 1785	Lease	Lower S-M, La	R. Whitman	14, 14865
Aug. 9, 1822	Lease	Lot 18, Lacolle	Hotchkiss-Randall	Gamelin
June 21, 1824	Lease-P	Lot 6, Lacolle	J. Brown, woolcarder	14, 14866
Feb. 6, 1828	Lease	Warner's Upper	R. Bower	(Faribault)
Dec. 1, 1828	Conc-P	R. Bleurie	Ls. Barbeau	Gamelin
Apr. 21, 1829	Lease	Watson's Mill	R. Bower	25, 20702
Feb. 2, 1830	Lease	R. Barbotte	B. Meigs	Gamelin
Jan. 27, 1832	Lease	R. Barbotte	Robert & Hebert	Moreau
Jan. 5, 1833	Lease	Hazen Creek	R. & W. McGinnis	1, 9817
Sep. 4, 1834	Lease	Pike River	EH to B. Meigs	Moreau
Dec. 1, 1834	Lease	Warner's Upper	Beardsley & Goodnow	Moreau
ca. 1835	Memo	Noyan, 15, 3rd	J. McGillivray	21.
June 18, 1835	Lease	Lacolle Mill	J. Blain	Gamelin
Oct. 14, 1835	Trans	Watson's Mill	R. Bower to WPC	P.P. Demaray
Jan. 23, 1836	Transfer	R. Barbotte	Meigs to WPC/WM	4, 10937
Apr. 20, 1836	Sale-C	Lacolle Mill	M & A Hotchkiss	Gamelin
May 20, 1836	Sale-C	Pike River	Hon. R. Jones	P.P. Demaray
Nov. 15, 1836	Lease-P	Lot 6, Lacolle	D. McCallum	Gamelin
June 8, 1837	Protest	Lot 18, Lacolle	La Vanvliet vs Odell	Gamelin
July 21, 1838	Lease	Napierville	E. Henry	Varin
July 11, 1842	Sale	R. Bleurie	Sheriff to WPC	QG, 1842/3/10
May 26, 1843	Sale	Lot 6, Lacolle	Sheriff to WPC	16, 16270
May 26, 1843	Sale	Lacolle Mill	Sheriff to WPC	16, 16274
July 18, 1843	Sale	Lacolle Mill	WPC to H. Hoyle	Gamelin
Nov. 21, 1844	Protest	Lot 6, Lacolle	Hoyle vs WM/T. Lewis	Gamelin
Jan. 15, 1845	Entente	Napierville	WPC & Da. Girardin	J. Belle
Feb. 16, 1846	Lease	Lot 22, 5th Sabr	T. Billings	Gamelin
Mar. 21, 1846	Lease	Warner's Upper	E. S. Goodnow	Gamelin
Feb. 29, 1848	Lease	Wind G M, Hv.	Laurent Dupont	Gamelin
June 6, 1849	Donation	Lacolle Mill	William Bowman	Gamelin
Nov. 17, 1851	Lease	Watson's Sabr	Silas H. White (R)	Tyler
Mar. 1, 1854	Lease-P	Henryville Steam	E. S. Goodnow	18, 16545
1858	Donation	Lacolle Mill	William Bowman	9, 14935

NOTE: See Map 41 for Locations.

<sup>a</sup> Where the source is a notary, the document can be found under the date. Other documents are from PAC, MG 8 F99.9 except where indicated.

C Concession  
P Permission to Build  
R Renewal

## LIST OF ABBREVIATIONS

a.	<u>arpents</u> (linear measure)
A.	<u>Arpents</u> (square measure)
AAAG	<u>Annals, Association of American Geographers</u>
ABC	Amelia Bowman Christie
ADSJQ	Archives du Diocèse de Saint-Jean Québec
AHR	<u>American Historical Review</u>
ANQ	Archives Nationales du Québec
ANQ-M	Archives Nationales du Québec à Montréal
AP	Alfred Pinsoneault
AUM	Archives de l'Université de Montréal
BL	British Library
BRH	<u>Bulletin de Recherches Historiques</u>
CGQ	<u>Cahiers de géographie du Québec</u>
CHA	Canadian Historical Association
CHR	<u>Canadian Historical Review</u>
DCB	<u>Dictionary of Canadian Biography</u>
EH	Edme Henry
GC	Gabriel Christie
KCR	Katherine Robertson Christie
HP	<u>Historical Papers</u>
HS/SH	<u>Histoire Sociale/Social History</u>
JLAC	<u>Journal of the Legislative Assembly of Canada</u>
JLALC	<u>Journal of the Legislative Assembly of Lower Canada</u>
MCB	Mary Christie Burton
MTF	Ministère des Terres et Forêts
NCB	Napier Christie Burton
OH	<u>Ontario History</u>
PAC	Public Archives of Canada
RHAF	<u>Revue d'histoire de l'Amérique française</u>
RS	<u>Recherches Sociographiques</u>
s.	shilling
Stop-Sack	Stopford-Sackville
WM	William McGinnis
WPC	William Plenderleath Christie

## UNITS OF MEASUREMENT

Unit of Measure	Definition	Metric Equivalent
Linear Measure		
chain	22 yards (66 feet)	20.116 8 m
link	1/100 chain	0.201 168 m
foot (French)	12.789 inches	0.324 841 m
<u>toise</u> (French)	6 feet (French)	1.949 043 m
<u>perche</u> (French)	18 feet (French)	5.847 131 m
	3 <u>toise</u> (Fench)	
<u>arpent</u> (French)	180 French feet	58.471 m
	191.85 English feet	
	10 <u>perche</u>	
league (French)	84 <u>arpents</u>	4.914 km
	3.054 miles	
Square Measure		
square mile	640 acres	258.988 ha
acre	10 square chains	0.404 686 ha
	1.183 64 Arpents	
Arpent	100 <u>Perche</u>	0.341 889 ha
	900 <u>Toise</u>	
	0.844 85 acre	
League (French)	7 056 <u>Arpents</u>	2 412.4 ha
	5 961.3 acres	
	9.314 square miles	
Other		
1 <u>minot</u>	0.923 bushels	39 litres
1 bushel	1.0726 <u>minots</u>	36.36 litres
1 bu./acre	0.845 bu./A.	
1 bu./A.	1.184 bu./acre	
140 bundles (hay)	1 ton	

TABLE OF EQUIVALENCE: UNITS OF CURRENCY

All values in the text are given in Halifax currency unless pounds sterling are indicated. The conversion from other units has been made according to the following equivalent values:

\$1 Spanish.....	5 shillings
\$1 Canadian (1858).....	5 shillings
24 <u>livres tournois</u> .....	£1 Halifax
£1.111 Sterling.....	£1 Halifax

Halifax currency was in use in Quebec throughout the period studied except between 1765 and 1777. Since values in this period were given in both Quebec currency and livres tournois, the latter were used to convert figures to Halifax currency when necessary.

## BIBLIOGRAPHY

### I. MANUSCRIPT SOURCES.

#### 1. Archives du Diocèse de Saint-Jean Québec (ADSJQ)

Saint-Cyprien  
Sainte-Marguerite-de-Blairfindie  
Saint-Valentin

#### 2. Archives Nationales du Québec à Montréal (ANQ-M)

##### i) Seigneurial Papers

Divers. Pièces concernant la seigneurie de Léry (1733-1863).  
Seigneurie de La Colle ou de Beaujeu. 8RS1-8RS12. 1 vol.  
Noyan. 17RS1-17RS13. 2 vols.

##### ii) Notarial Archives

NOTE: The (\*) indicates the notaries whose archives were consulted while at the Prothonotaire of Iberville, but which have since been moved to the ANQ at Montreal.

\*Aubertin, Jacques-H. Iberville. 16 Feb. 1852 - 1865. FA:  
Index, Répertoire.

Boston, John, Sheriff Contracts, 1839-1844. (Incomplete.)

Dandurand, Roger-François. Laprairie. 19 Dec. 1809 - 1821.

\*Demaray, Pierre-Paul. Saint-Jean. 17 Apr. 1824 - 1854. FA:  
Index et Répertoire, 1824-1830; Index, 1836-1852.

\*Dugas, Léon. St-Georges-de-Henryville. 14 Oct. 1833 - 1849.  
FA: Répertoire, inscribed "Partie pour la Californie le 1er  
Décembre 1849 (sgn) Dugas".

Foucher, Antoine. Montreal. 7 June 1746 - 1800. FA:  
Répertoire.

\*Gamelin, Pierre. Montreal, Laprairie, Napierville, Saint-Jean.  
25 Aug. 1815 - 1855.

Gibb, Isaac Jones. Montreal. 28 Oct. 1835 - 1867. FA:  
Répertoire.

Grisé, Jean-Baptiste. Chambly. 14 Feb. 1785 - 1796. FA: Index  
and Répertoire.

Henry, Edme. Laprairie. 2 July 1783 - 1831. 43 vols. FA:  
Index [Incomplete], Répertoire. Vol. 1 is for acts signed in  
Montreal. Acts are continuous from 1794 but very infrequent  
after 1814.

Lanctôt, Pierre. Laprairie. 16 Oct. 1809 - 1875. FA:  
Répertoire.

Lukin, Peter (Sr.). Montreal. 8 May 1790 - 1814.

Moreau, Laurent-Auguste. St-Philippe. 19 December 1829 - 1866.  
FA: Répertoire. Consulted to 1845..  
Panet, Pierre. Montreal. 15 Dec. 1754 - 1778. FA Répertoire.  
Individual acts were also consulted from the archives of Joseph  
Papineau, Thomas Barron, J.-B. Desève, and William Crawford.  
Copies of acts from several other notaries were consulted in  
the McGinnis Papers (MG8 F99.9) at the Public Archives of  
Canada, including a large number of acts by Louis Barbeau whose  
archive was burnt. >

iii) Surveyors' Records

Pennoyer, Jesse, 17RS1, "Field Book", Noyan, 1790.  
Watson, Simon Zelotes, CA. 164.

iv) Parish Registers

Christ Church  
St. Andrews

3. Archives Nationales du Québec à Québec

i) Collection Couillard-Després.

Correspondence, W.P. Christie to William McGinnis, AP-G-52, 498-  
511. 14 letters. 1837-1845. Photocopies.  
Christie Agreement. 8 Aug. 1800. 1 item. Photocopy.  
B. Chassé, "Repertoire de la Collection Couillard-Després,"  
Rapport des Archives Nationales du Québec 50 (1972): 33-81. was  
used as a basis of consultation.

4. Public Archives of Canada (PAC)

Audet's Biographical Notes (MG 30 D1)

Pinsonneault, Alfred (vol. 24, 345-849)

Hoyle, Robert (vol. 16, 172-184)

British Military Records, Series 'C'. (RG8/I)

There is a card index to facilitate consultation. Items on  
Gabriel Christie, William P. Christie, Napier Christie Burton,  
Burtonville, Chambly, Claims from Losses (C-84 to C-89 on mf.  
Reel 2645-2647), Odell, and Odelltown were consulted.

British Library (BL), ADD.MSS. PAC, Transcripts. (MG 21)

Haldimand Collection

This collection is completely inventoried in the "Calendar of  
the Haldimand Collection," PAC, Report, 1884-87.

Brome County Historical Society, mf. M-133-8 (MG8 F13)

Census MSS. mf. Reels C-721, C-246, C-722, C-731, C-1121, C-1136

- Chambly Seigneurie, 1731-1867 (MG8 F14)  
 [Chambly Mill Account Book], 1800-1804 (vol 2)  
 Christie, Gabriel (1722-1799) MG23 GV4  
 Ermatinger Estate Papers, 1758-1878 (MG 19 A2): series 3.  
 Jacobs-Ermatinger Estate, 1758-1862. (vols. 1-247)  
 Edward William Gray estate, 1760-1830.  
 Sheriff's Fee Book, 1748-1810. Vol. 143.  
 Account Book, Vol. 144, 145.  
 Ledger, Vol. 146.  
 Journal, Vol. 147.  
 "Waste Book", Vol. 148.  
 Ledger 'B', Vol. 157.  
 Cash Book, Vol. 160.  
 Journal (1788-1796), vol. 161.  
 F. W. Ermatinger  
 Journal, (1808-1812), vol. 181.  
 Journal, (1812-1820), vol. 183.  
 Gray, Edward William. (MG 23 GII 3, vol. 1-4)  
 Letterbooks: 18 Jan. 1788 - 2 June 1791.  
 Kemble, Stephen (MG 23 K22)  
 Haldimand Collection, see British Library  
 Hoyle, Robert (1782-1857) (MG24 B141)  
 Iberville, 1860-1908 (MG8 F31)  
 Invasion, 1775-6. (MG23/B)  
 La Prairie de la Madeleine, 1778-1887 (MG8 F43)  
 Longueuil (MG8 F51)  
 Lower Canada Land Records (RG1 L3L)  
 McGinnis Family Papers (MG8 F99)  
 McGinnis Family, 1789-1909 (F 99.1)  
 Christie Papers, (F 99.2)  
 Bowman Papers, 1847-1901 (F99.3)  
 Cleather Papers (Catherine Ann Gordon) (F99.5)  
 Miscellaneous (F99.8)  
 Seigneurial Papers (F99.9)  
 Bleury, vol. 1-10  
 Delery, vol. 11-13  
 Lacolle, vol. 14-17  
 Noyan, vol. 18-23  
 Sabrevois, vol. 24-29  
 The Whitfield (F99.4), Glackmeyer (F99.6) and Thomas (F99.7)  
 papers were not consulted. The collection as a whole is  
 uninventoried and folders within the volumes are not numbered.  
 Documents are generally organized by seigneurie and type of  
 documents. F99.1, F99.2 and F99.9 were the most useful.  
 Monnoir, 1779-1912 (MG8 F55)  
 Odell Family (MG 55/24, no. 310, Box 24-19)  
 Petition of Wesleyan Methodists of Lacolle & Delery to keep  
 registers. (MG1 E16, vol. 2, pt. 2, no. 23)  
 Seigneurial Tenure Records, 1836, 1842-1883. (RG4 B53)  
 Seigniorie of Noyan (M-138)

Sharpe, Joshua, London England, Attny (MG 23 I13)  
Gabriel Christie vs Francis Knipe (vol. 1, fo. 3-84)  
State Papers, Q Series. Transcripts. (MG 11)  
Consultation was based on the "Calender of State Papers", PAC,  
Report, 1890-93, 1896.  
Stephen Westover Papers, 1809-1829. (M-135)  
Société Historique de Montréal (MG 8 F 122)  
Suits (RG4 B17 and RG4 A1)

#### 5. Other Collections

Feinberg Library, Bailey Collection, Hazen to Moer, 13 Apr.  
1790, Photocopy.  
Minnesota Historical Society, Nye, Bartlett (1799-1857),  
Correspondence, 1818-22. mf. 1 reel.  
New York State Library, Miscellaneous MSS. Collection, Hillhouse  
to Hazen, 18 June 1790. Photocopy.  
New York Colonial MSS, Land Papers, vol. 20, 179. Photocopy.  
State University of New York, Feinberg Library, Kent-Delord  
Collection, 66.73, 8/1/2. Photocopy.



## II. PRINTED PRIMARY SOURCES

### 1. Government Documents, Correspondence and Documents

Abraham, Robert. Some Remarks upon the French Tenure of 'Franc Alev Roturier,' and Other Tenures. Montreal: Armour & Ramsay, 1849.

Amherst, Jeffery. The Journal of Jeffery Amherst, Recording the Military Career of General Amherst in America from 1758 to 1763. Edited by John Clarence Webster. Toronto and Chicago, [1931].

Burgoyne, Lieutenant-General. A State of the Expedition from Canada as laid before the House of Commons by Lieutenant-General Burgoyne, with a collection of authentic documents. 1st pub. 1753. Reprint edition. New York: Arno Press, 1969.

Cadastres abrégés des seigneuries du district de Montréal, déposés au greffe de Montréal, chez le receveur général et au bureau des terres de la couronne, suivant les dispositions des status refondus pour le Bas Canada, Chap. 41, Sects. 25, 26 et 27; et publiés sous l'autorité des commissaires. 3 vols. Quebec: Stewart Derbishire et George Desbarats, 1863.

Canada. Correspondence entre le gouvernement français et les gouverneurs et intendants du Canada, relative à la tenure seigneuriale, demandée par une adresse d'Assemblée Législative en 1851. Quebec: E.R. Fréchette, 1853.

Canadian Reports. Vol. 7. Appeal Cases. Appeals Allowed or Refused by the Judicial Committee of the Privy Council on Appeal from the Dominion of Canada, 1873-1876. Edited by Walter Edwin Lear. Toronto: The Carswell Company, Limited, 1917.

"Census and Statistical Returns of the Province of Lower Canada, 1831". Journal of the Legislative Assembly of Lower Canada, 1834, Appendix O.

Census of 1846, Journal of the Legislative Assembly of Canada, 1846, Appendix D.

Census Report of the Canadas, 1851-2. Quebec: John Lovell, 1853.

Census Report of the Canadas, 1861.

Carter, Clarence Edwin. The Correspondence of General Thomas Gage with the Secretaries of State, and with the War Office and the Treasury, 1763-1775. 2 vols. New Haven: Yale University Press, 1933.

Cugnet, F.-J. Traité de la loi des Fiefs qui a toujours été suivie en Canada. Quebec, 1775.

Durham, Lord. Lord Durham's Report on the Affairs of British North America. Edited by Sir C.P. Lucas. 3 vols. Oxford: Clarendon Press, 1912..

Gage, Thomas. The Correspondence of General Thomas Gage with the Secretaries of State, and with the War Office and the Treasury, 1763-1775. Edited by Clarence Edwin Carter. 2 vols. New Haven: Yale University Press, 1933.

Great Britain. Privy Council. Acts of the Privy Council of England: Colonial Series, 1613-1783. Edited by William Lawson Grant and James Munro. 6 vols. Hereford and London, 1908-12.

Great Britain. Historical Manuscripts Commission, Vol. 36. Twelfth Report, Appendix, Part V. The Manuscripts of his Grace the Duke of Rutland, K.G., preserved at Belvoir Castle. London: 1889.

\_\_\_\_\_. Report on American Manuscripts in the Royal Institution of Great Britain. London: 1904-09.

\_\_\_\_\_. Report on the Manuscripts of Mrs. Stopford-Sackville of Drayton House, Northamptonshire. 2 vols. London: 1910.

\_\_\_\_\_. Vols. 29 and 65. Fourteenth Report, Appendix, Part X. The Manuscripts of the Earl of Dartmouth.

Harlow, V. and Madden, F., eds. British Colonial Developments, 1774-1834. Select Documents. Oxford: Oxford University Press, 1953.

Innis, Harold A. and Lower, A. R. M., eds. Select Documents in Canadian Economic History, 1497-1783. Toronto: University of Toronto Press, 1929.

\_\_\_\_\_. Select Documents in Canadian Economic History, 1783-1885. Toronto: University of Toronto Press, 1933.

Journal of the Legislative Assembly of Lower Canada, 1835-36. Appendix O.O.O. "Minutes of Evidence of Cyrille-Octave Côté, Jan. 5 1836."

Journal of the Legislative Assembly of Canada, 1843. Appendix F. "Seigneurial Tenure. Report of the Commissioners appointed to inquire into the state of the Laws and other circumstances connected with the SEIGNEURIAL TENURE . . . 4th October, 1843." (publ. in 1844)

- \_\_\_\_\_. 1846. "Report of the Inspector of Registry Offices for the Districts of Montreal, Three Rivers and Saint Francis." (Appendix (B)).
- \_\_\_\_\_. 1853. Appendix HHHH.
- Johnson, Sir William. The Papers of Sir William Johnson. 13 vols. Albany: University of the State of New York, 1921-62. Papers William Johnson.
- Masères, Francis, ed. A Collection of Several Commissions and Other Public Instruments Proceeding from his Majesty's Royal authority, and Other Papers Relating to the State of the Province in Quebec in North America, since the Conquest of it by the British Arms in 1760. London: W. and J. Richardson, 1772. Reprint edition. S. R. Publishers Ltd and Johnson Reprint Corporation, 1966.
- Montreal Gazette. January 28, 1799.
- Munro, William Bennett, ed. Documents relating to the seigneurial tenure in Canada, 1598-1854. Champlain Society publications, III. Toronto: University of Toronto Press, 1908.
- O'Callaghan, E. B., and Fernow, B., eds. Documents Relative to the Colonial History of the State of New York. 14 vols. Albany, N.Y.: New York Historical Society, 1853-87.
- Ontario Historical Society. The Papers of Sir William Johnson. Edited by James Sullivan et al. 14 vols. Albany, N. Y.: The University of the State of New York, 1921-65.
- Public Archives of Canada, "Bibliography of Material Relating to the Rebellion of 1837- 38." Report. (1939): 63-138.
- \_\_\_\_\_. "Calender of the Haldimand Collection." Report, (1884-87).
- \_\_\_\_\_. "Gage's Ordinances as Governor." and "Burton's Ordinances as Governor." Report (1918): 21-77. (Appendix B.)
- \_\_\_\_\_. "Private Diary of Gen. Haldimand." Report, (1889): 125-299.
- \_\_\_\_\_. "Register of the Anglican Parish of Montreal, 1766- 1787." Report (1885): Note A.
- \_\_\_\_\_. "State Papers, Calender." Report, (1890-2): 1-322.
- \_\_\_\_\_. "The Walker Outrage, 1764", Note A. "Walker". Report, (1888): 1-14.

- "Papers relating to the French Seigneuries on Lake Champlain," I: 535-586. In The documentary history of the State of New-York. Edited by E.B. O'Callaghan.. 4 vols. Albany, 1850-51.
- Pargellis, Stanley, ed. Military Affairs in North America, 1748-1765. Selected Documents from the Cumberland Papers in Windsor Castle. Archon Books, 1969.
- Pitt, William. Correspondence of William Pitt when Secretary of State with Colonial Governors and Military and Naval Commissioners in America. Edited by Gertrude Selwyn Kimbal. 2 vols. New York: The Macmillan Company, 1906.
- Preston, Charles. "Papers relating to the Surrender of Fort St. John's and Fort Chambly (PAC, MG 23 B10)." Appendix B, Public Archives of Canada, Report (1914- 15): 1-25.
- Quaife, Milo Milton, ed. The John Askin Papers. 2 vols. Detroit, 1928-31.
- Quebec (Prov.) An Abstract of those parts of custom of the viscounty and Provostship of Paris, which were received and practiced in the Province of Quebec, in the Time of the French Government (By the Desire of the Honorable Guy Carleton, Esquire, Governour in Chief). London: Charles Eyre and William Strahan, 1772.
- Edits, Ordonnances, Déclarations et Arrêts relatifs à la tenure seigneuriale, demandés par une adresse de l'Assemblée législative, 1851. Quebec: E.R. Fréchette, 1852.
- Parochial and Township Divisions of Lower Canada. / Subdivisions du Bas-Canada en Paroisses et Townships. Quebec: E.R. Fréchette, 1853.
- Pièces et documents relatifs à la tenure seigneuriale, demandées par un adresse de l'Assemblée Législative (1851). Quebec: E.-R. Fréchette, 1852.
- Report of the Commissioners Appointed to Inquire into the State of the Laws and Other Circumstances connected with the Seigniorial Tenure in Lower Canada and Appendix. By order of the Assembly, Kingston: Desbarats & Derbyshire, 1844.
- "Le Recensement des Gouvernements de Montréal et des Trois-Rivières." Rapport de l'Archiviste de la Province du Québec (1936-37): 1-121.
- Shortt, Adam and Doughty, A. G., eds. Documents Relating to the Constitutional History of Canada. Vol. I, 1759-1791. 2nd ed. (PAC-publication) 2 vols. 1918.

2. Travel Accounts, Memoirs, and Miscellaneous

The Annual Register, or a View of the History Politics, and Literature of the Year.

Carroll, Charles. Journal of Charles Carroll of Carrollton during his visit to Canada in 1776, as one of the commissioners from Congress with a Memoir and Notes. Philadelphia: Brante Mayer, 1845.

Church Chronicle. Feb. 1862, "Frelighburgh."

Cramp, John Mockett, comp. Les mémoires de Madame Feller avec une brève esquisse de l'état de la Mission de la Grande Ligne. Grande Ligne, P.Q.: Institut Feller, 1964.

Dumesnil, Clément. De l'Abolition des droits féodaux et seigneuriaux au Canada, et sur la meilleur mode à employer pour accorder une juste indemnité au seigneurs 1st pub. Montreal, 1849. Reprint ed. Quebec, 1969.

Dunkin, C. Discours de C. Dunkin, Ecuyer, devant l'Assembly contre un bill intitulé: Acte pour définir les droits des Seigneur et des Censitaires dans le Bas-Canada, et pour en faciliter le rachat. Quebec: Imprimerie d'Augustin Côté et cie, 1853.

Evans, Oliver. Young Millwright and Miller's Guide. Philadelphia, 1826.

Extracts from the Records of the Royal Burgh of Stirling, 1519-1752. 2 vols. Glasgow: Printed for the Glasgow and Stirlingshire and Sons of the Rock Society, 1887-9.

Gentleman's Magazine. London, 1731-1907.

Henry Alexander. Travels and adventures in Canada and the Indian Territories, between the years 1760 and 1776. New York, 1809.

Hunter, Robert Jr. Quebec to Carolina in 1785-1786. Edited by L. B. Wright & M. Tinning. San Marino, Ca.: The Huntington Library, 1943.

Kalm, Peter. Voyages de Pehr Kalm au Canada en 1749. Edited and Translated by Jacques Rousseau and Guy Béthune. Montreal: Pierre Tisseyre, 1977.

Knox, John. An historical journal of the campaigns in North-America, for the years 1757, 1758, 1759, and 1760. Edited by A. G. Doughty. (Champlain Society publications, VIII-X.) 3 vols. Toronto, 1914-16; reprint ed. New York, 1968.

- Lambert, John. Travels through Canada, and the United States of America, in the years 1806, 1807, and 1808. 3rd. ed. 2 vols. London: W. Blackwood, 1816.
- Landmann, George. Adventures and Recollections of Colonel [George T.] Landmann, Late of the Corps of Royal Engineers. 2 vols. London: Colburn and Co., Pub., 1852.
- Lees, John, Sr. Journal of J. L., of Quebec, Merchant. Detroit: Society of Colonial Wars of the State of Michigan, 1911.
- Lennox, Lady Sarah. The Life and Letters of Lady Sarah Lennox, 1745-1826. Edited by the Countess of Ilchester and Lord Stavordale. 2 vols. London: John Murray, 1901.
- Mante, Thomas. The History of the Late War in North-America and the Islands of the West-Indies, including the campaign of MDCCLXIII AND MDCCLXIV against his majesty's Indian enemies. London: W. Strahan and T. Cadell, 1772.
- Martin, Robert Montgomery. The British Colonies; Their History, Extent, Condition and Resources. 12 vols. London & New York: J. & F. Tallis, n.d.
- \_\_\_\_\_. History, Statistics, and Geography of Upper and Lower Canada. 2nd. ed. (1st publ. in 1836 as "History of Upper and Lower Canada.") London: Whittaker Co., 1838.
- McLellan, Hugh, ed. Journal of Thomas Nye, Written During a Journey Between Montreal and Chicago in 1837. Champlain, N.Y., 1937.
- Mémoires sur le Canada, depuis 1749 jusqu'à 1760 . . . (Literary and Historical Society of Quebec, Historical Documents, 1st series.) Quebec, 1838; reprinted, 1873.
- Maryland Historical Magazine.
- Michigan Pioneer Collections. 40 vols. Lansing: Michigan Historical Commission, 1874/76-1929.
- Mountain, George Jehoshaphat. A Memoir of George Jehoshaphat Mountain, D.D., D.C.L., Late Bishop of Quebec. Compiled by Armine W. Mountain. Montreal: John Lovell, 1866.
- Murray, Patrick. "Memoir of Major Patrick Murray, who served in the 60th from 1770 to 1793." In L. Butler and Sir Stewart Hare, The Annals of the King's Royal Rifle Corp. Appendix II. Vol I: 288-319. London: Smith, Elder & Co., 1913-32.
- Napier, Maj.-Gen. Elers. The Life and Correspondence of Admiral Sir Charles Napier, K.C.B. 2 vols. London: Hurst and Blackett, Publ., 1862.

Napier, Mark. Memoirs of John Napier of Merchiston. Edinburgh, William Blackwood, 1834.

Pickering, Joseph. Inquiries of an Emigrant: being the narrative of an English Farmer from the year 1824 to 1830; with the author's additions, to March 1832; during which period he traversed the United States and Canada, with a view to settle as an Emigrant: containing observations on the manners, soil, climate, and husbandry of the Americans; estimates of outfit, charges of voyage, and travelling expenses. 4th ed. London, 1832.

Quebec Gazette.

Smith, William. The Diary and Selected Papers of Chief Justice William Smith, 1784-1793. 2 vols. Edited by L.F.S. Upton. Toronto: The Champlain Society, 1964.

Société historique de Montréal. Mémoires. 12 vols.

Taché, J. C. Esquisse sur le Canada considéré sous le point de vue économiste. Paris: Hector Bossange, 1855.

Walworth, H. Four Eras in the History of Travelling Between Montreal and New York from 1793 to 1892. Plattsburgh, 1892.

Watson, W. C. Pioneer History of the Champlain Valley; being an account of the settlement of the town of Willsborough by William Gilliland, together with his Journal and other papers. Albany: J. Munsell, 1863.

3. Directories, Maps, Atlases, Topographical Dictionaries

Bouchette, Joseph. A Topographical Description of the Province of Lower Canada, with remarks upon Upper Canada, and on the relative connexion of both provinces with the United States of America. London: W. Faden, 1815.

\_\_\_\_\_. A Topographical Dictionary of the Province of Lower Canada. London: Longman, Rees, Orme, Brown, Green and Longman, 1832.

Devine, T. Atlas Consisting of 43 Maps of the Counties of Caanda East and 42 Maps of the Counties of Canada West. n.p. n.d. (ca. 1851.)

An Illustrated Atlas of the Eastern Townships and South Western Quebec. H. Beldon & Co., 1881. Reprint Edition. Port Elgin, Ont.: Ross Cumming, 1972.

Mackay, Robert W.S. The Montreal Directory for 1842-3 . . . and supplementary directory of professional and business men in Chambly, Laprairie and St. Johns. Montreal: Lovell & Gibson, [1843].

"A Map of the Country in which the Army under Lt. General Burgoyne acted in the Campaign of 1777, shewing the Marches of the Army and the Places of the Principle Actions." Drawn by M. Medcalfe, and Engr. by Wm. Faden, Feb. 1, 1780. In Lt. General Burgoyne, A State of the Expedition . . .

"Map of the Eastern Townships and Adjacent Portions of the Province of Quebec, from the Survey of the Geological Corp., Alfred R. C. Selwyn, Director." Sheet No. 6, in The New Standard Atlas.

The New Standard Atlas of the Dominion of Canada, Compiled by Special Permission of the General and Provincial Governments, from the Latest Official Maps and Surveys, and comprising a correct and complete series of the Topographical, Geological, Postal, Railway, and Timber-land Maps of Canada . . . Montreal and Toronto: Walker and Miles, 1875.

Quebec (Prov.). Ministère des Terres et Forêts. "Carte du Comté de . . . d'après les Plans du Cadastre." A. J. Duchesnay, Chef du Service du Cadastre and A. A. Genest, Géographe, 1937-40. (Scale: 1 inch = 1 mile).

Ministère de l'énergie et des Ressources, Services de la cartographie. Air Photos, 1983. (Scale: 1:20,000.) Nos. Q790103-82; Q790855-95, 98; Q790858-25, 28.

Tackabury, George N. and Walling, H. F., comp. and eds. Tackabury's Atlas of the Dominion of Canada. Montreal, Toronto and London, 1875.



### III. SECONDARY SOURCES

#### 1. References

- Anderson, William. The Scottish Nation; or the Surnames, Families, Literature, Honours, and Biographical History of the People of Scotland. 3 vols. London: A. Fullarton & Co., 1863.
- Atlas of Early American History. The Revolutionary Era, 1760-1790. Edited by Lester J. Cappon et al. Princeton University Press for the Newberry Library, 1976.
- Audet, Francis-J. Les Juges en Chef de la Province de Québec, 1764-1924. Québec: L'Action Sociale, 1927.
- Beaulieu, André, Hamelin, Jean, and Bernier, Benoit. Guide d'histoire du Canada. Québec, Les Presses de l'université Laval, 1969.
- Beaulieu, André and Morley, William F.E. Histoires locales et régionales canadiennes des origines à 1950. Vol. II. La Province de Québec. Toronto: University of Toronto Press, 1971.
- Bertrand, Camille. Catalogue de la collection François-Louis-Georges Baby. 2 vols. Montreal: Bibliothèque de l'Université de Montréal, 1971.
- Bibliothèque Nationale du Québec. Laurentia parus avant 1821. Edited by Milada Vlach with Y. Buono. Montreal, 1976.
- British Officers Serving in America, 1754-1774. Compiled by W. C. Ford. Boston, 1894.
- Burke's Geneological and Heraldic History of the Landed Gentry S.v. "Christie of Durie." 17th ed. London: Burke's Peerage Ltd., 1952.
- Butler, Lewis and Hare, Sir Stewart. The Annals of the King's Royal Rifle Corp [60th]. 6 vols. London: Smith, Elder & Co., 1913-32.
- Campbell, Frank W. Canada Post Offices, 1755-1855. Boston: Quarterman Publications, 1972.
- Le Canada Ecclésiastique. Almanach Annuaire du clergé canadien. Montreal: La Librairie Beauchemin, 1914.

- Canada. Geographic Board. Place Names in Quebec. Part 11. Ninth Report of the Geographic Board of Canada. By James White (Sessional Papers, 21a). Ottawa, 1910.
- Caron-Houle, Françoise. Guide to the Reports of the Public Archives of Canada, 1872-1972. Ottawa, 1975.
- Chambre des Notaires du Québec. Notaires décédés ou démissionnés dont les greffes ont été cédés ou déposés; noms des cessionnaires de ces greffes. n.p., 1979.
- Chasse, Béatrice. "Répertoire de la collection Couillard-Després." Rapport des Archives nationales du Québec 50 (1972): 31-81.
- Côté, J. O. Political Appointments and Elections in the Province of Canada from 1841 to 1865. Ottawa, 1918.
- Davis, Richard C. North American Forest History: A Guide to Archives and Manuscripts in the United States and Canada. Clifo Books, 1977.
- Deschamps, C.-E., comp. Municipalités et Paroisses dans la Province de Québec. Québec: Imprimerie Léger Brousseau, 1896.
- Dictionary of American Biography. Edited by Allen Johnson et al. 20 vols. New York, 1928-58.
- Dictionary of Canadian Biography. Edited by George W. Brown et al. Toronto: University of Toronto Press, 1966-.
- A Dictionary of Scottish Emigrants to the U.S.A. Compiled by Donald Whyte. Baltimore: Magna Carta Book Co., 1972.
- The Eastern Townships Gazetteer and General Business Directory. St. Johns, L.C.: Smith & Co, Publishers, 1867.
- "État sommaire des Archives nationales du Québec à Montréal." Rapport des Archives nationales du Québec 50 (1972): 2-29.
- Fairbairn, Sir William. Treatise on Mills and Millwork. London, 1861.
- A Guide to Revolutionary War Manuscripts in the New York State Library. New York State: American Revolution Bicentennial Commission, 1976.
- Guide parlementaire historique de la Province de Québec, 1792 à 1902. Québec: Joseph Desjardins, 1902.

Guide to the manuscript collections in the William L. Clements Library. Compiled by A. P. Shy and B. a. Mitchell. Boston, 1978.

Hamer, Philip M., ed. A Guide to Archives and Manuscripts in the United States. Yale University Press, 1961.

Herbert, Luke. The Engineer's and Mechanic's Encyclopaedia, comprehending practical illustrations of the Machinery and Processes employed in every description of manufacture of the British Empire. 2 vols. London: Thomas Kelly, 1836.

Higham, Robin, ed. A Guide to the Sources of British Military History. Berkeley & Los Angeles: University of California Press, 1971.

Kelly, Arthur Reading. "Historical Records of the Church of England in the Diocese of Quebec." Rapport des Archives nationales du Québec (1946-47): 179-298.

Lanctôt, Magloire. Le Livre du Magistrat. Montreal: la Minerve, 1874.

Langelier, Jean-Chrysostome. List of Lands Granted by the Crown in the Province of Quebec from 1763 to 31st December 1890. Quebec: Charles-François Langlois, 1891.

LeJeune, Louis. Dictionnaire général de biographie, histoire, littérature, agriculture, commerce, industrie et des arts, sciences, moeurs, coutumes, institutions politiques et religieuses du Canada. 2 vols. Ottawa, 1931.

Letarte, Jacques. Atlas d'histoire économique et sociale du Québec, 1851-1901. Montreal: Fides, 1971.

Lysons, Rev. Daniel. Magna Britannia. Being a Concise Topographical Account of the Several Counties of Great Britain. 6 vols. London, 1817.

Magnan, Hormidas. Dictionnaire Historique et Géographique des Paroisses, Missions et Municipalités de la Province de Québec. Arthabaska, L'Imprimerie d'Arthabaska, 1925.

McCusker, John J. Money and Exchange in Europe and America, 1600-1775. Chapel Hill: University of North Carolina Press, 1978.

Morrell, W. P., ed. British Overseas Expansion and the History of the Commonwealth. A Select Bibliography. The Historical Association, No. 63, 1970.

Moyer, D. David and Fisher, K. P. Land Parcel Identifiers for Information Systems. Chicago: American Bar Foundation, 1973.

Officers of the British Forces in Canada during the War of 1812-15. Compiled by L. H. Irving. (Canadian Military Institute publication.) Welland, Ontario: Welland Tribune Print, 1908.

Roy, Antoine. "Bibliographie des monographies et histoires de paroisses." Rapport de l'Archiviste de la province de Québec, (1937-38): 254-364.

Roy, Pierre-Georges, ed. Inventaire des concessions en fief et seigneurie, foi et hommage, et aveux et dénombremments, conservés aux Archives de la Province de Québec. (ANQ publication.) 6 vols. Beauceville: L'Eclaireur, 1927-29.

Inventaire des papiers de Léry conservés aux Archives de la province de Québec. (ANQ publication.) 3 vols. Québec, 1939-40.

Sabine, Lorenzo. Biographical Sketches of Loyalists of the American Revolution, with an Historical Essay. 2nd ed. 2 vols. Boston, 1864.

(The) Scots Peerage. S.v. "Napier, Lord Napier of Merchiston." Edited by Sir James Balfour Paul. Edinburgh: David Douglas, 1909.

Scottish Record Society. [Indices and calendars of records, No. 53.] Register of Marriages of the City of Edinburgh, 1751-1800. Edited by Francis J. Grant, W.S. Edinburgh: Printed for the Society by Skinner & Company, Ltd., 1922.

Signori-Laforest, Monique. Inventaire Analytique des Archives du diocèse Saint-Jean-de-Québec, 1688-1900. (Publication of the Archives Nationales du Québec.) Québec: Editeurs Officiels, Service de la Reprographie, 1976.

Stewart, Charles H., comp. The Service of British regiments in Canada and North America, a resumé. Ottawa: Department of National Defence Library Publication no. 1, 1962.

Thériault, Yvon. Les Publications parlementaires et législatives du Québec de 1791 à nos jours. Bulletin Trimestriel. Bibliographie de la législature du Québec.

Thibault, Claude. Bibliographia Canadiana. Don Mills, Ont.: Longman Canada Limited, 1973.

Trudel, Marcel. Atlas Historique du Canada Français des origines à 1867. Québec: Les Presses de l'Université Laval, 1961.

Trudel, Marcel. Atlas de la Nouvelle-France/ An Atlas of New France. Québec: Les Presses de l'Université Laval, 1968.

Turcotte, Gustave. Le Conseil Législatif de Québec, 1774-1933. Beauceville, 1933.

Union List of Manuscripts in Canadian repositories/Catalogue collectif des manuscrits des archives canadiennes. Edited by Robert Stanyslaw Gordon et al. (PAC publication.) Ottawa, 1968.

Urquhart, M.C. and Buckley, K.A.C. Historical Statistics of Canada. Toronto: MacMillan, 1965.

Valentine, Allan. The British Establishment, 1760-1784. An Eighteenth-Century Biographical Dictionary. 2 vols. Norman: University of Oklahoma Press, 1970.

Wallace, Nesbit Willoughby. A Regimental Chronicle and List of Officers of the 60th or the King's Royal Rifle Corps, Formerly the 62nd, or the Royal American Regiment of Foot. London: Harrison, 1879.

Wallace, William Stewart. The Macmillan Dictionary of Canadian Biography. Edited by William Angus McKay. First published as The Dictionary of Canadian Biography, 1926. 4th ed. Toronto, 1978.

White, A.S. Bibliography of Regimental Histories of the British Army. London: Society for Army Historical Research, 1965.

## 2. General and Comparative

Acheson, T.W. "The Nature and Structure of York Commerce in the 1820's." Canadian Historical Review (Dec. 1969): 406-428.

Albion, R.G. "New York Port and its Disappointed Rivals, 1815-1860." Journal of Economic and Business History 3 (1930-31): 602-29.

Anderson, B. L. "Money and the Structure of Credit in the Eighteenth Century." Business History 12 (1970): 85-101.

André, John. William Berczy, co-founder of Toronto, a sketch. (A Canada Centennial Project of the Borough of York). Toronto, Borough of York, 1967.

Bathe, Greville and Dorothy. Oliver Evans: A Chronicle of Early American Engineering. Philadelphia: Historical Society of Pennsylvania, 1935.

- Bennett, R. and Elton, J. History of Corn Milling. 4 vols. London: Simpkin, Marshall, and Company, Ltd, 1898-1904.
- Bradley, Ian. A History of Machine Tools. Hemel Hempstead, England: Model and Allied Publications, 1972.
- Clark, Christopher. "Household Economy, Market Exchange, and the Rise of Capitalism in the Connecticut Valley, 1800-1860." Journal of Social History 13 (Winter 1979).
- Daniels, Bruce C., ed. Town and Country: Essays on the Structure of Local Government in the American Colonies. Middletown, Conn.: Wesleyan University Press, 1978.
- \_\_\_\_\_. The Connecticut Town: Growth and Development, 1635-1790. Middletown, Conn.: Wesleyan University Press, 1979.
- Davis, Natalie Z. "Anthropology and History in the 1980s." in The New History. The 1980s and Beyond, pp. 267-275. Edited by T.K. Rabb and Robert I. Rotberg. Princeton, N.J.: Princeton University Press, 1982.
- Dechêne, Louise. Habitant et Marchands de Montréal au XVIIe Siècle. Collection Civilisation et Mentalités. Montreal: Plon, 1974.
- Easterbrooke, W.T. and Aitken, H.G.T. Canadian Economic History. Toronto: Macmillan, 1967.
- Easterbrooke, W.T. and Watkins, M.H. eds. Approaches to Canadian Economic History: A Selection of Essays. (Carleton Library, 31.) Toronto: McClelland and Stewart Limited, 1967.
- Fairlie, S. "The corn laws and British wheat production, 1829-76." Economic History Review 2nd ser. XXII, (1969): 109-16.
- Forster, R. and Papenfuss, E.C. "Grands planteurs du Maryland au XVIIIe siècle, une élite politique et économique." Annales, Economies, Sociétés, Civilisations 37 3(Mai-June 1982): 552-573.
- Forster, R. and Ranum, Orest, eds. Rural Society in France: Selections from the "Annales, Economies, Sociétés, Civilisations". Baltimore and London: John Hopkins University Press, 1977.
- Gaffield, Chad M. "Canadian Families in Cultural Context: Hypotheses from the Mid-nineteenth Century." Historical Papers (1979): 48-70.

- \_\_\_\_\_. "The Micro History of Cultural Relations: Prescott County and the Language of Instruction Controversy." Unpubl. mss. presented to the Canadian Historical Association, 1984.
- Gagan, David. "Land, Population, and Social Change: The 'Critical Years' in Rural Canada West." Canadian Historical Review LIX 3 (Sept. 1978): 293-318.
- \_\_\_\_\_. Hopeful Travellers: Families, Land, and Social Change in mid-Victorian Peel County, Canada West. Toronto: University of Toronto Press, 1981.
- Gauldie, Enid. The Scottish Country Miller, 1700-1900. A History of Water-powered Mean Milling in Scotland. Edinburgh: John Donald Publishers Ltd., 1981.
- Gauntitz, Sven. "Local History as a Means of Understanding Economic Development.-- A study of the frontier in Northern Sweden during the industrialization period." Economy and History 22:1, 38-62.
- Goody, J. and Thirsk, Joan, and Thompson, E.P. Family and Inheritance: Rural Society in Western Europe, 1200-1800. Cambridge: Cambridge University Press, 1976.
- Gray, Andrew. The Experienced Millwright. Edinburgh: A. Constable & Co., 1804.
- Greening, W.E. "The Lumber Industry in the Ottawa Valley and the American Market in the Nineteenth Century." Ontario History 62 (1970): 134-136.
- Habbakuk, H. J. "Family Structure and Economic Change in Nineteenth Century Europe." Journal of Economic History 15 (1955): 1-12.
- Harnecker, Marta. Les concepts élémentaires du matérialisme historiques. Bruxelles: Contradictions, 1974.
- Harris, R.C. "The Historical Geography of North American Regions." American Behavioral Scientist 22 (1978): 115-30.
- Hedley, Max J. "Rural Social Structure and the Ideology of the 'Family Farm'." Canadian Journal of Anthropology 2 1 (Spr. 1981): 85-89.
- Heidenreich, Conrad. "Mapping the Great Lakes: The Period of Imperial Rivalries, 1700-1760." Cartographica 18 3(1981): 74-109.

- Henretta, James. "Families and Farms: Mentalité in Pre-Industrial America." William and Mary Quarterly 3rd ser. 35 (Jan. 1978): 3-32.
- Heywood, Colin. "The Role of the Peasantry in French Industrialization, 1815-80." The Economic History Review 2nd ser. 34 3(Aug. 1981): 359-376.
- Hobsbawm, E. J. "From Social History to the History of Society." in Historical Studies Today, pp. 1-26. Edited by F. Gilbert and S. Graubard. New York: W.W. Norton & Company, 1972.
- Holderness, B. A. "Credit in English rural society before the 19th century." Agricultural History 24, 2(1976): 97-109.
- Hughes, Jonathan R.T. Social Control in the Colonial Economy. Charlottesville: The University Press of Virginia, 1976.
- Jenks, L.H. The Migration of British Capital to 1875. 2nd ed. London: Nelson, 1963.
- Johnson, Arthur M. and Supple, Barry E. Boston Capitalists and Western Railroads. A Study in the Nineteenth-Century Railroad Investment Process. Cambridge, Mass.: Harvard University Press, 1967.
- Jones, R.L. A History of Agriculture in Ontario, 1613-1880. Toronto: University of Toronto Press, 1977.
- Kelly, Kenneth. "Notes on a type of mixed farming practiced in Ontario during the early 19th century." Canadian Geographer 17 (1973): 205-219.
- \_\_\_\_\_. "The Development of Farm Produce Marketing Agencies and Competition Between Market Centres in Eastern Simcoe County, 1850-1875." In Canadian Papers in Rural History, I: 67-86. Edited by Donald H. Akenson. Ganonoque, Ont.: Langdale Press, 1978.
- \_\_\_\_\_. "The Transfer of British Ideas on Improved Farming to Ontario during the first half of the nineteenth century." Ontario History 63 (June 1971): 103-112.
- Kuhn, Thomas B. The Structure of Scientific Revolutions. 2nd ed. Chicago: University of Chicago Press, 1970.
- Lee, Everett S. "A Theory of Migration." Demography 3 (1966): 47-57.
- Lemon, James T. "Early Americans and their Social Environment." Journal of Historical Geography 6 (1980): 115-31.
- \_\_\_\_\_. "Urbanization and Development of Eighteenth-Century Southeastern Pennsylvania and Adjacent Delaware." William and Mary Quarterly 24 (Oct. 1967): 520-24.
- \_\_\_\_\_. "The Study of the Urban Past. Approaches by



- Geographers." Historical Papers (1973): 179-90.
- Lower, Arthur R.M. The North American Assault on the Canadian Forest. A History of the Lumber Trade Between Canada and the United States. Toronto: Ryerson, 1958.
- Macdonald, L.R. "Merchants against Industry: An Idea and its Origins." Canadian Historical Review (Sept. 1975): 263-281.
- McCalla, Douglas. The Upper Canada Trade, 1834-72: A Study of the Buchanons' Business. Toronto: University of Toronto Press, 1979.
- Mealing, S.R. "The Concept of Social Class and the Interpretation of Canadian History." Canadian Historical Review 47 3(Sep. 1965): 201-218.
- Merrill, Michael. "Cash is Good to Eat: Self-Sufficiency and Exchange in the Rural Economy of the U.S." Radical History Review 3 (Winter 1977): 42-71.
- Miller, Nathan. The Enterprise of a Free People: Aspects of Economic Development in New York State during the Canal Period, 1792-1838. Ithaca, N.Y.: Cornell University Press for the American Historical Association, 1962.
- Mingay, G.E. English Landed Society in the Eighteenth Century. London: Routledge and Paul, 1963.
- \_\_\_\_\_. The Gentry. The Rise and Fall of a Ruling Class (Themes in British Social History, edited by Dr. J. Stevenson). London: Longman, 1976.
- Monière, Denis. "L'Utilité du concept de Mode de Production des Petits Producteurs pour l'Historiographie de la Nouvelle-France." Revue d'histoire de l'Amérique française 29 (1976): 448-503.
- Muller, E.K. "Regional urbanization and selective growth of towns in North American regions." Journal of Historical Geography 3 (1977): 21-39.
- Murstein, Bernard I. Love, Sex and Marriage Through the Ages. New York: Springer Publishing Company, 1974.
- Norton, Thomas Elliot. The Fur Trade in Colonial New York, 1686-1776. Madison, Wisc.: The University of Wisconsin Press, 1974.
- Perkin, Harold. The Origins of Modern English Society, 1780-1880. Toronto: University of Toronto Press, 1969.
- Plumb, J.H. "The new world of children in eighteenth-century England." Past and Present 67 (May 1975): 64-95.

- Porter, Glenn and Livesay, H. Merchants and Manufacturers: Studies in the Changing Structure of Nineteenth-Century Marketing. Baltimore, 1971.
- Putnam, Donald F. and Kerr, Donald P. A Regional Geography of Canada. Rev. ed. Toronto: J.M. Dent & Sons, 1964.
- Rabb, T.K. and Rotberg, Robert I. The New History. The 1980s and Beyond. Edited by T.K. Rabb and Robert I. Rotberg. Princeton, N.J.: Princeton University Press, 1982.
- Reynolds, John. Windmills & Watermills. London: Hugh Evelyn, 1974. (1st. publ. 1970).
- Rubinstein, W. D. "Wealth, Elites and the Class Structure of Modern Britain." Past & Present 76 (Aug 1977): 99-126.
- Russell, Josiah Cox. Medieval Regions and their Cities. (Cambridge Studies in Historical Geography.) Newton Abbot: David & Charles, 1972.
- Russell, Peter A. "Upper Canada: A Poor Man's Country? Some Statistical Evidence." In Canadian Papers in Rural History. Vol. III: 129-147. Edited by Donald H. Akenson. Ganonoque: Langdale Press, 1982.
- Russell, Peter A. "Wage Labour Rates in Upper Canada, 1818-1840." Histoire Sociale/Social History 16, 31(May 1983): 61-80.
- Schlebecker, J.T. "The World Metropolis and the History of American Agriculture." Journal of Economic History 20 (1960): 187-208.
- Slater, Miriam. "The Weightiest Business: Marriage in an Upper-Gentry Family in seventeenth-century England." Past & Present 72 (Aug. 1976): 25-54.
- Slaven, Anthony. The Development of the West of Scotland: 1750-1960. London: Routledge & Kegan Paul, 1975.
- Spencer, J.E. and Stewart. "The Nature of Agricultural Systems." Annals, Association of American Geographers 63 (Dec. 1973): 529-44.
- Spelt, Jacob. Urban Development in South-Central Ontario. (Carleton Library, no. 57). Toronto: McClelland & Stewart, 1972.
- Thomas, Keith. "The Double Standard." Journal of the History of Ideas 15 (Apr. 1959): 195-216.
- Thompson, F.M.L. English Landed Society in the 19th Century. London: Routledge and K. Paul, 1963.

Ullman, Edward L. "The Role of Transportation and the Bases for Interaction." In Man's Role in Changing the Face of the Earth. Edited by William L. Thomas. Chicago: University of Chicago Press, 1956.

Wallace, Anthony F.C. Rockdale. The growth of an American village in the early Industrial Revolution. 1st pub. 1972. New York: W. W. Norton & Company, 1980.

Warkentin, John, ed. Canada. A Geographical Interpretation. Toronto: Methuen, 1968.

Williams, David M. "Merchanting in the first half of the nineteenth century: the Liverpool timber trade." Business History 8 (1966): 103-21.

Williams, Michael. "Clearing the United States Forests: Pivotal Years 1810-1860." Journal of Historical Geography 8 1(1982): 12-28.

Wilson, R. G. Gentlemen Merchants: The Merchant Community in Leeds, 1700-1830. Manchester, 1971.

Wolf, Stephanie Grauman. Urban Village: Population, Community, and Family Structure in Germantown, Pennsylvania, 1683-1800. Princeton, N. J.: Princeton University Press, 1976.

Wolpert, Julian. "The Decision Process in Spatial Context." Annals, Association of American Geographers 54 (Dec. 1964): 537-558.

Zelinsky, Wilbur. "The Hypothesis of the Mobility Transition." Geographical Review 61 2(Apr. 1971): 219-2.

Zucherman, Michael. Peaceable Kingdoms: New England Towns in the Eighteenth Century. New York, 1970.

### 3. British Military and Colonial History

Alberts, Robert C. The Most Extraordinary: Adventures of Major Robert Stobo. Boston: Houghton Mifflin, 1965.

Albion, Robert G. Forests and Sea Power. The Timber Problem of the Royal Navy, 1652-1862. Cambridge: Harvard University Press, 1926. (Harvard Economic Studies, vol. XXIX).

Alvord, Clarence W. Lord Shelbourne and the Founding of British-American Goodwill. London: British Academy, 1925.

Atkinson, C.T. "Foreign Regiments in the British Army, 1793-1802." Society for Army Historical Research, Journal 21 (1942), 22 (1943-4).

- Atkinson, C. T., ed. "Some Evidence for Burgoyne's Expedition, Society for Army Historical Research, Journal 26 (1948): 132-142.
- Beer, G. L. British Colonial Policy, 1754-1765. New York: The Macmillan Company, 1922.
- Bowler, R. Arthur. "Sir Guy Carleton and the Campaign of 1776 in Canada." Canadian Historical Review 55 2 (Jun. 1974): 131-140.
- Bradford, S. S., ed. "Sidelights: Four Daniel of St. Thomas Jenifer Letters." Maryland History Magazine 56 (1961): 291-295.
- Bradley, Arthur Granville. The Fight with France for North America. Westminster: Archibald Constable and Co. Ltd, 1902.
- Broomfield, J.H. "Some Hundred Unreasonable Parliament Men. A Study in Military representation in the Eighteenth-Century British Parliament." Society for Army Historical Research, Journal 39 (1961): 91-102.
- Brown, Richard D. "The Confiscation and Disposition of Loyalists' Estates in Suffolk County, Massachusetts." William & Mary Quarterly, 3rd ser., 21 (Oct. 1964): 534-50.
- Brown, Wallace. The King's Friends. The Composition and Motives of the American Loyalist Claimants. Providence, R.I.: Brown University Press, 1965.
- Bumsted, J.M. "Scottish Emigration to the Maritimes, 1776-1815: A New Look at an Old Theme." Acadiensis (Spring 1981): 65-85.
- The People's Clearance; Highland Emigration to British North America, 1770-1815. Edinburgh: Edinburgh University Press; Winnipeg: University of Manitoba Press, 1982.
- Brunet, Michel. Les Canadiens après la Conquête, 1759-1775: de la révolution canadienne à la Révolution américaine. Montreal, Fides, 1969.
- Buck, N. S. The Development of the Organization of Anglo-American Trade, 1800-1850. New Haven: Yale University Press, 1925.
- Canedy, Charles R. III. "An Entrepreneurial History of the New York Frontier, 1739-1776." Ph.D. Thesis, Case Western Reserve University, 1967.
- Carrington, C. E. The British Overseas. Exploits of a Nation of Shopkeepers. Part I. Making of the Empire. (2nd ed.) Cambridge: Cambridge University Press, 1968.
- Casgrain, H. R. (abbé). La Guerre du Canada, 1756-1760. Montcalm et Lévis. Tours: Alfred Mame et Fils, Editeurs, 1898.

- Cliffe, J.T. The Yorkshire Gentry From the Reformation to the Civil War. (University of London Historical Studies, No. 25.) London: The Athlone Press, 1969.
- Coffin, Victor. The Province of Quebec and the Early American Revolution. A study in English-American Colonial History. Bulletin of the University of Wisconsin. Economics, Political Science, and History Series, vol. I: 275-562. Madison, Wis.: University of Wisconsin, 1896.
- Cowan, Helen. British Emigration to British North America. (1st pub. 1928) Toronto: University of Toronto Press, 1961.
- Crowl, P. A. Maryland During and After the Revolution. Baltimore: The Johns Hopkins Press, 1943.
- Devine, Thomas M. "Glasgow Colonial Merchants and Land, 1770-1815." In Land and Industry: The Landed Estate and the Industrial Revolution, pp. 205-44. Edited by J. T. Ward and R. G. Wilson. Newton Abbot, 1971.
- \_\_\_\_\_. "Sources of Capital for the Glasgow Tobacco Trade, c. 1740-1780." Business History, 16, (1974): 113-129.
- \_\_\_\_\_. The Tobacco Lords: A Study of the Tobacco Merchants of Glasgow and Their Trading Activities. Edinburgh: John Donald Publishers, Ltd., 1975.
- Donaldson, Gordon. Battle for a Continent: Quebec 1759. Toronto: Doubleday, 1973.
- Downie, J. A. "Eighteenth-Century Scotland as seen by Daniel Defoe." Eighteenth-Century Life 4 (Sept. 1977): 8-12.
- Ernst, Joseph A. Money and Politics in Early America, 1755-1775: A Study of the Currency Act of 1764 and the Political Economy of Revolution. Chapel Hill, N.C.: University of North Carolina Press, 1973.
- Everest, A. S. Moses Hazen and the Canadian Refugees in the American Revolution. Syracuse, N.Y.: Syracuse University Press, 1976.
- \_\_\_\_\_. The War of 1812 in the Champlain Valley. Syracuse: Syracuse University Press, 1981.
- Fortescue, J.W. (Hon.) The British Army, 1783-1802. London: Macmillan and Co., 1905.
- Frégault, Guy. La Guerre de la conquête. Montreal: Fidès, 1955.

- Godfrey, William G. Pursuit of Profit and Preferment in Colonial North America: John Bradstreet's Quest. Waterloo, Ont.: Wilfred Laurier University Press, 1982.
- Gosling, D. C. L. "The Battle at La C lle Mill, 1814." Society for Army Historical Research, Journal 47 (1969): 169-174.
- Graham, Gerald S. British Policy and Canada, 1774-1701. A Study in 18th Century Trade Policy 1st Pub. 1930. Reprint edition. Westport, Conn.: Greenwood Press, 1974.
- \_\_\_\_\_. Sea Power and British North America, 1783-1820. A Study in British Colonial Policy Vol. 47, Harvard Historical Studies. Cambridge: Harvard University Press, 1941.
- Graham, Ian. Colonists from Scotland: Emigration to North America, 1707-1783. Ithaca, N.Y.: Cornell University Press, for the American Historical Association, 1956.
- Gwyn, Julian. "British Government Spending and the North American Colonies, 1740-1775." Journal of Imperial and Commonwealth History 8 (Jan. 1980): 74-84.
- \_\_\_\_\_. The Enterprising Admiral: The Personal Fortune of Admiral Sir Peter Warren. Montreal, McGill-Queens Press, 1974.
- Hannon, Leslie F. Forts of Canada: The Conflicts, Sieges and Battles That Forged a Great Nation. Toronto: McClelland and Stewart, 1969.
- Hargrove, Richard J. "Young John Burgoyne: Child of the Eighteenth Century." 18th Century Life (Sept. 1976): 12-15.
- Harlow, Vincent T. The Founding of the Second British Empire, 1763-1793. Vol. 2. New Continents and Changing Values. London: Longmans, 1964.
- Harper, J. R. The Fraser Highlanders. Montreal: Historical Publications. The Society of the Montreal Military & Maritime Museum, 1979.
- Hatch, Robert McConnell. Thrust for Canada. The American Attempt on Quebec in 1775-1776. Boston: Houghton Mifflin Co., 1979.
- Hayes, James. "The Purchase of Colonelcies in the Army, 1714-63." Society for Army Historical Research, Journal 39 (1961): 3-10.
- Hitsman, J. Mackay. The Incredible War of 1812. A Military History. Toronto: University of Toronto Press, 1965.

- Horsman, Reginald. The War of 1812. New York: A. Knopf, 1969.
- Hughes, E. "The Professions in the 18th Century." Durham University Journal 13 (1952): 52-75.
- Jones, Thomas. History of New York during the Revolutionary War, and of the Leading Events in the other Colonies at that Period. 2 vols. New York: printed for the N.Y. Historical Society, 1879.
- Kim, Sung Bok. Landlord and Tenant in Colonial New York Manorial Society, 1664-1775. Chapel Hill: University of North Carolina Press, 1978.
- Kopperman, Paul E. Braddock at the Monongahela. Pittsburgh: University of Pittsburgh Press, 1977.
- Lambert, Robert S. "The Confiscation of Loyalist Property in Georgia, 1782-1786." William & Mary Quarterly, 3rd ser., 20 (Jan. 1963): 80-94.
- Lindsay, William S. History of Merchant Shipping from 1816-1874. 2 vols. London: Sampson, Low, Marston & Co., 1876.
- Lower, Arthur R.M. Great Britain's Woodyards. British and America and the Timber Trade, 1763-1867. Montreal: McGill-Queen's, 1973.
- Lucas, C. P. A History of Canada, 1773-1812. Oxford: Clarendon Press, 1909.
- \_\_\_\_\_. The Canadian War of 1812. Oxford: Clarendon Press, 1906.
- Luethy, Ivor C. E. "General Sir Frederick Haldimand: A Swiss Governor General of Canada." Canadian Ethnic Studies 31 (June 1971): 63-76.
- Lunt, James. John Burgoyne of Saratoga. London: Macdonald and Jane's, 1976.
- Mahon, Maj.-Gen. R. H. Life of General The Hon. James Murray, a Builder of Canada. London: John Murray, 1921.
- Main, Jackson. T. The Social Structure of Revolutionary America. Princeton, N. J.: Princeton University Press, 1965.
- McIlwraith, Jean N. Sir Frederick Haldimand. Vol. 6, The Makers of Canada. Toronto: Morang & Co. Ltd., 1904.
- McNall, Neil A. "The Landed Gentry of the Genesee." New York History 27 (April 1945): 162-176.
- Myatt, Frederick. The Royal Berkshire Regiment (The 49/66th

- Regiment of Foot). Famous Regiments Series. London: Hamish Hamilton, 1968.
- Namier, L. B. England in the Age of the American Revolution. 2nd ed. London: Macmillan, 1961.
- Nelson, Paul David. General Horatio Gates' Service in Colonial America. Baton Rouge: Louisiana State University Press, 1976.
- Pargellis, S. M. "The Four Independent Companies of New York." Essays in Colonial History Presented to Charles McLean Andrews by His Students. New Haven, 1931.
- Pargellis, Stanley. "Braddock's Defeat." American Historical Review 41 (1936): 253-6.
- Price, J. M. Capital and Credit in British Overseas Trade, the View from the Chesapeake, 1700-1776. Cambridge, Massachusetts: Harvard University Press, 1980.
- \_\_\_\_\_. "The Rise of Glasgow." William & Mary Quarterly, 3rd ser. 11 (1954): 179-200.
- Reynolds, P.R. Guy Carlton. A Biography. Toronto: Gage, 1980.
- Robson, E. "Purchase and Promotion in the 18th Century." History 37 (1951): 57-72.
- Rogers, H. C. B. The British Army of the Eighteenth Century. New York: Hippocrene Books, 1977.
- Rogers, J. Allen. "Impressment in Western Pennsylvania, 1755-1759." Western Pennsylvania History Magazine 52 (1969): 255-62.
- Senior, Elinor K. British Regulars in Montreal: An Imperial Garrison, 1832-1854. Montreal, McGill-Queen's University Press, 1981.
- Scott, S. M. "Civil and Military Authority in Canada, 1764-1766." Canadian Historical Review 9 (1928): 117-36.
- Shy, John. Toward Lexington. The Role of the British Army in the coming of the American Revolution. Princeton, NJ: Princeton University Press, 1965.
- Skaggs, D. C. Roots of Maryland Democracy, 1753-1776. Westport, Conn.: Greenwood Press, 1973.
- Sosin, Jack M. Agents and Merchants: British Colonial Policy and the Origins of the American Revolution 1763-1775. Lincoln, 1965.
- Stacey, C.P. Quebec, 1759. The Siege and the Battle.



- Toronto: Macmillan, 1959.
- Stacey, C.P. "The British Forces in North America during the Seven Years' War." In Dictionary of Canadian Biography, Vol. III, xxiv-xxx. Toronto: University of Toronto Press, 1974.
- Stagg, J.C.A. "James Madison and the Coercion of Great Britain Canada, the West Indies and the War of 1812." William & Mary Quarterly 38 3rd ser. (Jan. 1981): 3-34.
- Thomas, Brinley. Migration and Economic Growth: a study of Great Britain and the Atlantic Economy. Cambridge: Cambridge University Press, 1954.
- Upton, L.F.S. The Loyal Whig. William Smith of New York & Quebec. Toronto: University of Toronto Press, 1969.
- Valentine, Alan. Lord George Germain. Oxford: Clarendon Press, 1962.
- Whitworth, Rex. Field Marshal Lord Ligonier: a Story of the British Army, 1702-1770. Oxford: Clarendon Press, 1958.
- Wiener, Frederick Bernays. Civilians under Military Justice: the British Practice since 1689, Especially in North America. Chicago: University of Chicago Press, 1967.
- Yaple, Robert L. "Braddock's Defeat: The Theories and a Reconsideration." Society for Army Historical Research, Journal 46 (1968): 194-201.
- Yoshpe, Harry Beller. "The Disposition of Loyalist Estates in the Southern District of the State of New York." Ph.D. Thesis, Columbia University, 1939.
- Young, Brig. Peter and Lawford, Lt.-Col. J.P., eds. History of the British Army. London: Arthur Barker Limited, 1970.

#### 4. Land Tenure, Survey and Settlement

- Adair, E. R. "The French Canadian Seignury." Canadian Historical Review 35 (Sept. 1954): 187-207.
- Baillargeon, Georges-E. "A Propos de l'abolition du régime seigneurial." Revue d'histoire de l'amérique française 22 (Dec. 1968): 365-391.
- \_\_\_\_\_. La Survivance du régime seigneurial à Montreal. Ottawa: Le Cercle du Livre de France Ltée, 1968.
- \_\_\_\_\_. "La Tenure seigneuriale a-t-elle été abolie par suite des plaintes des censitaires?" Revue d'histoire de l'amérique française 21 (June 1967): 64-80.

- Barber, Alan R. "Adjustments to distance between farmstead and field: some findings from the South West Paris basin in the early 19th c." Canadian Geographer 17 (1973): 259-275.
- Barnes, C. P. "Economies of the Long-lot Farm". Geographical Review, (1935): 298-301.
- Bidwell, P.W. and Falconer, J.I. History of Agriculture in the Northern United States, 1620-1860. Washington, D.C.: Carnegie Institute, 1925.
- Bloch, Marc. Seigneurie française et Manoir anglais. 2nd ed. Paris: Librairie Armand, Colin, 1967.
- Bogue, Allan G. From Prairie to Corn Belt: Farming on Illinois and Iowa Prairies in the Nineteenth Century. Chicago: Quadrangle Books, 1968.
- Boudeveel-Lefèbvre, Marie-Anne. "Reflexions sur la mise-en-valeur du domaine agricole du Québec." Canadian Geographer 18, (Spr 1974): 16-25.
- Brunger, Alan George. "A Spatial Analysis of Individual Settlement in Southern London District, Upper Canada, 1800-1836." Ph. D. Thesis, The University of Western Ontario, 1974.
- Burghardt, Andrew F. "The Settling of Southern Ontario: An Appreciation of the Work of Carl Schott." Canadian Geographer 25 (1981): 75-6.
- Cartwright, D. G. "Institutions on the Frontier: French-Canadian Settlements in Eastern Ontario in the Nineteenth Century." Canadian Geographer 21 (1977): 1-21.
- Chisholm, Michael. Rural Settlement and Land Use: an Essay in Location. London: Hutchison University Library, 1962.
- Clarke, John and Brown, D. L. "Land Prices in Essex County, Ontario, 1798-1852." Canadian Geographer/ Le Geographe Canadien 26 (Winter 1982): 300-17.
- Clarke, John. "The activity of an early canadian land speculator in Essex county, Ontario; would the real John Askin please stand up?" In Canadian Papers in Rural History, III: 84-109. Edited by Donald H. Akenson. Gananoque: Langdale Press, 1982.
- \_\_\_\_\_. "The role of political position and family and economic linkage in land speculation in the Western District of Upper Canada, 1785-1815." Canadian Geographer 19, (1975): 18-34.

- \_\_\_\_\_. "Aspects of Land Acquisition in Essex County, Ontario, 1790-1900." Histoire Sociale/Social History 11 21 (May 1978): 98-119.
- Clout, H. D. and K. Sutton, "The Cadastre as a Source for French Rural Studies." Agricultural History 43 (Apr. 1969): 215-224.
- Courville, Serge. "Contribution à l'étude de l'origine du rang au Québec: la politique spatiale des cent-associés." Cahiers de Géographie du Québec, 25, (65 (Sept. 1981): 197-236.
- \_\_\_\_\_. "Espace, territoire et culture en Nouvelle-France: une vision géographique." Revue d'histoire de l'Amérique française 37 3(Dec. 1983): 417-430.
- \_\_\_\_\_. "Esquisse du développement villageois au Québec: les cas de l'aire seigneuriale entre 1760 et 1854." Cahiers de Géographie du Québec 28 (Apr.-Sept. 1984): 9-46.
- \_\_\_\_\_. "La crise agricole du Bas-Canada, éléments d'une réflexion géographique." Cahiers de Géographie du Québec 24 62(1980): 193-24; 24 63(1980): 385-428.
- \_\_\_\_\_. "Rente déclarée payée sur la censive de 90 Arpents au recensement nominatif de 1831: méthodologie d'une recherche." Cahiers de Géographie du Québec 27, 70 (Apr. 1983): 43-61.
- Darisse, Paul. "Lieux de France et de Nouvelle-France." Revue de l'arpenteur-géomètre, 2, 4 (Apr. 1976): 103-111; 4, 3 (Oct. 1975): 319-327.
- Dechêne, Louise. "La rente du faubourg Saint-Roch à Québec." Revue d'histoire de l'Amérique française, 34 (Mar. 1981): 569-97.
- \_\_\_\_\_. "L'évolution du régime seigneuriale au Canada Le cas de Montréal aux XVIIe et XVIIIe siècles." Recherches Sociographiques, (May-Aug 1971): 143-185.
- Deffontaines, Pierre. "Le rang, type de peuplement rural du Canada français." Cahiers de Géographie du Québec o.s. (1953): 3-30.
- Dépatie, Sylvie. "L'Administration de la Seigneurie de l'Île Jésus au XVIIIe siècle." M.A. Thesis, University of Mont-real, 1979.
- Derruau, M. "A l'origine du rang canadien." Cahiers de Géographie du Québec n.s. 1 (1956): 39-47.
- Desjardins, Pauline. "La Coutume de Paris et la transmission des Terres." Revue d'histoire de l'Amérique française 34, 3(Dec. 1980): 331-339.

- Dessureault, Christian. "La Seigneurie du Lac des Deux-Montagnes, de 1780 à 1825." M.A. Thesis, University of Montreal, 1979.
- Dickinson, Robert E. "Rural Settlements in the German Lands." Annals, Association of American Geographers 39, (Dec. 1949): 239-63.
- Dillon, Elizabeth and McLaughlin, John. "The Role Land Surveys in the early Development of New Brunswick." Canadian Surveyor 35 (June 1981): 129-135.
- Earle, Carville V. The evolution of a Tidewater Settlement System: All Hallow's Parish, Maryland, 1650-1783. Department of Geography, Research Pub. No. 170, University of Chicago, 1975.
- Ellis, David Maldwyn. Landlords and Farmers in the Hudson-Mohawk Region, 1790-1850. Ithaca, N.Y.: Cornell University Press, 1946.
- Ennals, Peter M. "The Origins of Agricultural Change Along the Lake Ontario Front." Ph. D. Thesis, University of Toronto, 1970.
- Fellows, Robert. "The Loyalists and land settlement in New Brunswick, 1783-1790". The Canadian Archivist, 2 (1971):
- Fiatrés, Pierre. "Reflexions sur la géographie des champs dans la province de Québec." Revue Canadienne de Géographie 14 (1970): 37-43.
- Ford, A. C. Colonial Precedents of our National Land System as it Existed in 1800. Bulletin of the University of Wisconsin, Vol. 352, History Series, 1908.
- Found, W.C. & McDonald, G.T. "The Spatial Structure of Agriculture in Canada, a Review." Canadian Geographer 16 (1972): 165-181.
- Fréchette, Andre. Etudes sur les levés cadastrales dans la Province de Québec avec considération spéciales des méthodes photogrammétriques. Laval: Faculté de Foresterie et géodesie, 1963.
- Frégault, Guy. "Le Régime seigneuriale et l'expansion de la colonisation dans le bassin du Saint-Laurent au dix-huitième siècle." Canadian Historical Association, Report, (June 1944): 61-73.
- Gates, Lillian F. Land Policies of Upper Canada. Canadian — Studies in History and Government, no. 9. Toronto, Universtiy of Toronto Press, 1968.
- Gates, Paul. "Frontier Landlords and Pioneer Tenants." Illinois State Historical Society, Journal 38 (1945): 143-206.

Gentilcore, Louis, and Donkin, Kate. Land Surveys of Southern Ontario. An Introduction and Index to Field Notebooks of the Ontario Land Surveyors, 1784-1859. Toronto: York University, Cartographica, 1973. (Monograph No. 8).

Harris, R. C. The Seigniorial System in Early Canada. Quebec: Les Presses de l'Université Laval, 1966.

\_\_\_\_\_. "Of Poverty and Helplessness in Petite-Nation." Canadian Historical Review LII (March 1971): 23-50.

Higgins, Ruth. Expansion in New York with Especial Reference to the Eighteenth Century. Columbus Ohio: The Ohio State University, 1931.

Horsman, R. "Changing Images of the Public Domain: Historians and the Shaping of Midwest Frontiers." pp. 60-86. In This Land of Ours: The Acquisition and Disposition of the Public Domain. (Indiana American Revolution Bicentennial Symposium, 3d, Purdue University, 1978). Indianapolis: Indiana Historical Society, 1978.

Hudson, J.C. "A Location Theory for Rural Settlement." Annals, Association of American Geographers 59 2(1969): 365-81.

Johnson, H. B. Order Upon the Land: The US Rectangular Land Survey and the Upper Mississippi Country. New York: Oxford University Press, 1976.

Johnson, Leo. History of the County of Ontario, 1615-1875. Whitby, Ontario: The Corporation of the County of Ontario, 1973.

\_\_\_\_\_. "Land Policy, Population Growth and Social Structure in the Home District." Ontario History 63 (Mar. 1971): 41-60.

Lareau, Edmond. Histoire du Droit Canadien depuis les origine de la colonie jusqu'à nos jours. Vol. II: Domination Anglaise. Montreal: A. Periard, Librairie-Editeur, 1889.

Lemon, James T. The Best Poor Man's Country: A Geographical Study of Early Southeastern Pennsylvania. Baltimore: Johns Hopkins Press, 1972.

Lower, Arthur R.M. Settlement and the Forest Frontier in Eastern Canada. Vol. IX, Canadian Frontiers of Settlement. Edited by W.A. Mackintosh and W.L.G. Joerg. Toronto: Macmillan, 1936.

Macdonald, Norman. Canada: 1763-1841. Immigration and Settlement: The Administration of the Imperial Land Regulations. London: Longmans, Green and Co., 1939.

\_\_\_\_\_. Canada: Immigration and Colonization, 1841-1903.

Toronto: Macmillan, 1966.

Marschner, F. J. Boundaries and Records in the Territory of Early Settlement from Canada to Florida with historical notes on the cadaster and its potential value in the area. Washington, D.C.: U.S. Dept of Agriculture, 1960.

Mays, Herbert J. "A Place to Stand: Families, Land and Permanence in Gore Township, 1820-1890." Historical Papers (1980): 185-211.

\_\_\_\_\_. "Families and Land in Toronto Gore Township, Peel County, Ontario, 1820-1890." Ph. D. Thesis, McMaster University, 1979.

Morin, Victor. Seigneurs et censitaires, castes disparués. Montreal: Les Editions de Dix, 1941.

Munro, W. B. The Seignorial System in Canada: A Study in French Colonial Policy. New York: Longmans, Green & Co., 1907.

McGuigan, Gerald. "Administration of Land Policy and the Growth of Corporate Economic Organization in Lower Canada, 1791-1809." Canadian Historical Association Report (1963): 65-73.

\_\_\_\_\_. "La concession des terres dans les cantons de l'Est du Bas-Canada (1763-1809)." Recherches Sociographiques (Jan.-Apr. 1963): 71-90.

Ouellet, Fernand. "Le régime seigneuriale dans le Québec: 1760-1854." In France et Canada Français du XVIIe au XXe siècle. Edited by Claude Galarneau and Elzear Lavoie, pp. 159-176. Quebec: Les Presses de l'université Laval, 1966.

\_\_\_\_\_. "Propriété seigneuriale et groupes sociaux dans la vallée du Saint-Laurent (1663-1840)." In Mélanges d'histoire du Canada français offerts au professeur Marcel Trudel (Cahiers du Centre de recherche en civilisation canadienne-française), pp. 183-213. Ottawa: Editions de l'Université d'Ottawa, 1978.

Paterson, G.C. "Land Settlement in Upper Canada, 1783-1840." Ontario Archives, Sixteenth Annual Report, (1920):.

Pattison, W.D. Beginning of the American Rectangular Land Survey System, 1784-1800. Chicago: University of Chicago Press, 1957.

Richards, J. B. "Agricultural Patterns in the Precambrian area of Southern Ontario." Canadian Geographer 5 (1955): 63-7.

Richeson, Allie Wilson. English Land Measuring to 1800: Instruments and Practices. Cambridge, Mass. & London: The Society for the History of Technology & M.I.T. Press, 1966.

- Rothenberg, Winifred B. "The Market and Massachusetts Farmers, 1750-1855." Journal of Economic History 41, 2(June 1981): 283-314.
- Saloutos, T. "Land Policy and its Relation to Agricultural Production and Distribution, 1862. to 1933." Journal of Economic History 22 (1962): 445-.
- Scott, Owen R. "Utilizing history to establish cultural and physical identity in the landscape." Landscape Planning 6 (1979):
- Sebert, L.M. "The Land Surveys of Ontario, 1750-1900." Cartographica, (1980), 65-105.
- Séguin, Maurice. "Le Régime seigneuriale au pays du Québec, 1760-1854." Revue d'histoire de l'amérique française 1 (1947-8): 382-402; 519-32.
- Smith, Charles David. "The Role of land alienation, colonization and the British American Land Company on Quebec's Development, 1800-1850." M.A. Thesis, McGill University, 1974.
- Socolofsky, Homer E. Landlord William Scully. Lawrence: The Regent's Press of Kansas, 1979.
- St.-Cyr, Roland. "Le Cadastre". Revue de l'arpenteur-géometre, 4, IV (Dec. 1976): 252-265.
- Stiverson, Gregory A. Poverty in a Land of Plenty. Tenancy in Eighteenth-Century Maryland. Baltimore: John Hopkins University Press, 1977.
- Thomas, Richard. "Le Régime Seigneurial dans le Développement Socio-Economique du Canada Colonial." M.A. Thesis (Sociology), McGill University, 1975.
- Thompson, Don W. Men and Meridians. The History of Surveying and Mapping in Canada. Vol. I: Prior to 1867 Ottawa: Queen's Printer, 1966.
- Thrower, N. J. W. Original Survey and Land Subdivision. A Comparative Study of the Form and Effect of Contrasting Cadastral Surveys. Chicago: Rand McNally, 1966.
- Torbert, Edward Nathaniel. "The Evolution of Land Utilization in Lebanon, New Hampshire." Geographical Review 25 (1935): 209-231.
- Trewartha, Glen. "Types of Rural Settlement in Colonial America." Geographical Review 37 (Oct. 46): 568-96.

Trudel, Marcel. "Les obligations du censitaire, à l'époque des Cents-Associés." Revue d'histoire de l'Amérique française 27 1 (June 1973): 3-41.

\_\_\_\_\_. Les débuts du régime seigneurial au Canada. Montreal: Fidès, 1974.

Tyrrell, J. Burr. "The Topographical Work of the Geological Survey of Canada." The Geographical Journal 10 (1897): 623-630.

Wallot, Jean-Pierre. "Le Régime seigneuriale et son abolition au Canada." Canadian Historical Review 50 (1969): 367-393.

Widdis, Randy William. "Motivation and Scale: A Method of Identifying Land Speculators in Upper Canada." Canadian Geographer 23 4 (1979): 337-51.

\_\_\_\_\_. "Speculation and the Surveyor: An Analysis of the Role Played by the Surveyors in the Settlement of Upper Canada." Histoire Sociale/Social History 15 (Nov. 1982): 443-458. ✓

Wood, J. David, ed. Perspectives on Landscape and Settlement in Nineteenth Century Ontario (Carleton Library, no 91). 1st pub. 1975; reprint ed. Toronto: Macmillan, 1978.

Wood, J. David. "Grand Design on the Fringes of Empire: New Towns for British North America." Canadian Geographer 26 3 (1982): 243-55.

\_\_\_\_\_. "Simulating Pre-Census Population distribution." Canadian Geographer 18 (1974): 250-264.

Zoltvany, Yves. "Esquisse de la Coutume de Paris." Revue d'histoire de l'Amérique française 25 3 (Dec. 1971): 365-384.

## 5. Lower Canada - Quebec

Allen, James P. "Migration Fields of French Canadian Immigrants to Southern Maine." Geographical Review (July 1972): 366-383.

Arthur, Elizabeth. The French-Canadian under British rule, 1760-1800. McGill University: Ph. D. Thesis, 1949.

Armstrong, Robert. Structure and Change: an Economic History of Quebec. Toronto: Gage Publishing Limited, 1984.

Audet, F.J. "Membres du Conseil Spécial." Bulletin des Recherches Historiques 7 (Jan. 1901): 82-83.

Audet, L.-P. Histoire de l'enseignement au Québec. 2 vols. Montreal: Holt, Rinehart, Winston, 1971.



Bernard, Jean-Paul. Les rébellions de 1837-1838: les patriotes du Bas-Canada dans la mémoire collective et chez les historiens. Montreal: Boréal Express, 1983.

Bernier, Gérald and Salée, Daniel. "Appropriation foncière et bourgeoisie marchande: éléments pour une analyse de l'économie marchande du Bas-Canada avant 1846." Revue d'histoire de l'amérique française 36 2(Sep. 1982): 163-194.

Bernier, Gérald. "Sur quelques effet de la rupture structurelle engendrée par la Conquête au Québec." Revue d'histoire de l'amérique française 35 1(June 1981): 81-89.

\_\_\_\_\_. "La structure de classes québécoise au 19e siècle et le problème de l'articulation des modes de production." Canadian Journal of Political Science 14 3 (Sep. 1981): 487-518.

Bervin, George. "Aperçu sur le commerce et le crédit à Québec 1820-1830." Revue d'histoire de l'amérique française, 36 (Mar. 1983): 527-552.

Beutler, Corinne. "Le rôle du blé à Montréal sous le régime seigneurial." Revue d'histoire de l'amérique française 36 2(Sept. 1982): 241-262.

Blanchard, Raoul. L'Ouest du Canada Français, la plaine de Montréal, Vol. 1. Montreal: Beauchemin, 1953.

Bouchard, Gérard. "Démographie et société rurale au Saguenay, 1851-1935." Recherches Sociographiques 19 1 (Jan.-Apr. 1978): 7-31.

\_\_\_\_\_. "Family Structures and Geographic Mobility at L'Ange-de-la-Barrière, 1851-1935." Journal of Family History, 2 4(1977): 350-369.

\_\_\_\_\_. "Les systèmes de transmission des avoirs familiaux et la cycle de la société rurale au Québec, du XVIIe au XXe siècle." Histoire Sociale/Social History 16 31(May 1983): 35-60.

Boulianne, Réal G. "The French Canadians and Schools of the Royal Institution for the Advancement of Learning, 1820-1829." Histoire Sociale/Social History 5 (Nov. 1972): 144-164.

Burroughs, Peter. The Canadian Crisis and British Colonial Policy, 1828-1841. Toronto: Macmillan, 1972.

Burt, A.L. The Old Province of Quebec. Toronto: McClelland and Stewart, 1968.

Caron, Ivanhoë. La colonisation de la Province de Québec.  
2 vols. Quebec: Action Sociale Ltée, 1923, 1927.

Chabot, Richard. Le curé de campagne et la contestation locale au Québec (de 1791 aux troubles de 1837-38). Montreal: Hurtubise HMH, 1975.

Christie, Robert. A History of the Late Province of Lower Canada, Parliamentary and Political, from the commencement to the close of its existence as a separate Province. 6 vols. Montreal: Richard Worthington, 1866.

Dechêne, Louise. "Les Entreprises de William Price." Histoire Sociale/Social History (Apr. 1968): 16-52.

Dever, Alan Ross. "The Lower Canadian House of Assembly and Economic Development, 1828-1840." M.A. Thesis, McGill University, 1976.

Dubuc, Alfred. "Problems in the Study of the Stratification of the Canadian Society from 1760 to 1840." Canadian Historical Association, Report (1965): 13-29.

Dufour, Pierre. "La Construction navale à Québec, 1760-1825: sources inexplorées et nouvelles perspectives de recherches." Revue d'histoire de l'Amérique française, 35 2 (Sept. 1981): 231-251.

Eid, Nadia. "Education et classes sociales: analyse de l'idéologie conservatrice-cléricale et petite bourgeoisie au Québec au milieu du 19e siècle." Revue d'histoire de l'Amérique française, 32 2 (Sept. 1978): 159-179.

Faucher, Albert. "L'émigration des canadiens français au XIXe siècle: position du problème et perspective." Recherches Sociographiques (1964): 277-317.

Faucher, Albert. Québec en Amérique au XIXe siècle. Essai sur les caractères économiques de la Laurentie. Montreal: Fidès, 1973.

Filteau, Gérard. Histoire des Patriotes. 3 vols. Montreal: Editions de l'A.C.-F., 1938-42.

Gagnon, S. "Le clergé, les notables et l'enseignement privé au Québec: le cas du collège de Sainte-Anne, 1840-1870." Histoire Sociale/Social History 5 (Apr. 1970): 43-65.

Galarneau, Claude and Lavoie, Elzéar, eds. France et Canada Français du XVIe au XXe siècle. Quebec: Les Presses de l'université Laval, 1966.

- Garon, André. "Le Conseil Législatif du Canada Uni: Révision Constitutionnelle et Composition Socio-Economique." Histoire Sociale/Social History 8 (Nov. 1971): 61-83.
- Hamelin, Jean and Ouellet, Fernand. "Les rendements agricoles dans les seigneuries et les cantons du Québec: 1700-1850." In France et Canada Français du XVIIe au XXe siècle. Edited by Claude Galarneau and Elzéar Lavoie, pp. 35-48. Quebec: Presses de l'Université Laval, 1966.
- Hamelin, Jean and Roby, Yves. "L'évolution économique et sociale du Québec, 1851-1896." Recherches Sociographiques, X 2-3(1969): 145-156.
- \_\_\_\_\_. Histoire économique du Québec. 1851-1896. Montreal: Fides, 1971.
- Hamelin, L.-E. "Evolution rural et choronymie à Saint-Didace de Maskinongé." CGQ 28 (1968): 55-76.
- \_\_\_\_\_. "Emigration rurale à l'échelon paroissial." Canadian Geographer 5 (1955): 53-62.
- Hardy, René. "La rébellion de 1837-1838 et l'essor du protestantisme canadien-français." Revue d'histoire de l'Amérique française 29 (Sept. 1975): 163-90.
- Hunter, Jean. "The French Invasion of the Eastern Townships." McGill University, Ph.D. Thesis, 1939.
- Jones, Robert L. "The Agricultural Development of Lower Canada, 1850-1867." Agricultural History 19 (Oct. 1945): 212-224.
- \_\_\_\_\_. "French Canadian Agriculture in the St. Lawrence Valley, 1815-1850." pp. 110-126. In Approaches to Canadian Economic History. Edited by W.T. Easterbrook and M.H. Watkins. Toronto: McClelland and Stewart, 1967.
- Kolish, Evelyn. "Le Conseil législatif et les bureaux d'enregistrement (1836)." Revue d'histoire de l'Amérique française 35 2(Sept. 1981): 217-230.
- Lavoie, A. et al. Répertoire des Parlementaires Québécois, 1867-1978. Quebec: Bibliothèque de la Législature, 1980.
- Lavoie, Yolande. L'émigration des Canadiens aux Etats-Unis avant 1930. Mesure du phénomène. Montreal: Les Presses de l'Université de Montréal, 1972.
- Lefebvre, J.-J. "Louise Réaume-Fournerie-Robertson (1742-1773) et son petit-fils le colonel Daniel de Hertel (1798-1866)." Revue d'histoire de l'Amérique française 12 (1958-9): 323-4.

- Lemoine, Louis. "Une société seigneuriale: Longueuil méthode, sources, orientations." M.A. thesis, University of Montreal, 1975.
- Letarte, Jacques. Atlas d'histoire économique et sociale du Québec, 1851-1901. Montreal: Fides, 1971.
- Lewis, F. and McInnis, R. M. "The Efficiency of the French-Canadian Farmer in the Nineteenth Century." Journal of Economic History 40 3(1980): 497-514.
- Linteau, P.-A. "Quelques réflexions autour de la bourgeoisie québécoise 1850-1914." Revue d'histoire de l'Amérique française 30 (Jun, 1976): 55-56.
- Little, J.I. "The Social and Economic Development of Settlers in two Quebec Townships, 1851-1870." Canadian Papers in Rural History. Vol. I: 89-113. Edited by Donald H. Akenson. Gananoque, Ont.: Langdale Press, 1978.
- Magnan, Hormidas. Monographies paroissiales: esquisses des paroisses de colonisation de la province de Québec. Quebec: Département de la colonisation, mines et pêcheries, 1913.
- Masson, Henri. Joseph Masson, dernier seigneur de Terrebonne, 1791-1847. Montreal: Edité par l'auteur, 1972.
- McCallum, John. "Agriculture and Economic Development in Quebec and Ontario to 1870." Ph.D. Thesis, (Economics) McGill University, 1977.
- \_\_\_\_\_. Unequal Beginnings. Agriculture and Economic Development in Quebec and Ontario until 1870. Toronto: University of Toronto Press, 1980.
- McInnis, R.M. "A reconsideration of the state of agriculture in Lower Canada in the first half of the nineteenth century." In Canadian Papers in Rural History, III: 9-49. Edited by Donald H. Akenson. Gananoque: Langdale Press, 1982.
- Michel, Louis. "Un marchand rural en Nouvelle-France-- François-Augustin Bailly de Messein, 1709-1771." Revue d'histoire de l'Amérique française 33 2(Sept. 1979): 215-262.
- \_\_\_\_\_. "Le livre de compte de Gaspard Massue, marchand à Varennes (1784-1792)." Histoire Sociale/Social History (1980): 369-398.

Monette, Michel. "Groupes dominants et structure locale de pouvoir à Deschambault et Saint-Casimir, Comté de Portneuf (1829-1870)." Cahiers de Géographie du Québec, 28 (Avril-Sept. 1984): 73-88.

Morel, André. Les limites de la liberté testamentaire dans le droit civil de la Province de Québec. Paris: R. Pichon et R. Durand-Auzias, 1960.

Naylor, R.T. "The Rise and Fall of the Third Commercial Empire of the St. Lawrence." In Capitalism and the national question in Canada, pp. 1-41. Edited by Gary Teeple. Toronto: University of Toronto Press, 1962.

Neatby, Hilda. The Administration of Justice Under the Quebec Act. Minneapolis: The University of Minnesota Press, 1937.

\_\_\_\_\_. Quebec: The Revolutionary Age, 1760-1791. Toronto: McClelland and Stewart Limited, 1966.

Ouellet, Fernand. Éléments d'histoire sociale du Bas Canada. Montreal, Hurtibise, 1972.

\_\_\_\_\_. Histoire économique et sociale du Québec, 1760-1850. Structures et conjonctures. 2 vols. Montreal: Fides, 1971.

\_\_\_\_\_. Le Bas Canada, 1791-1840. Changements structuraux et crise. Ottawa: Éditions de l'Université d'Ottawa, 1976.

\_\_\_\_\_. "L'enseignement primaire: responsabilité des églises ou de l'état, 1801-1838." Recherches Sociographiques (1961): 171-187.

\_\_\_\_\_. "Le mythe de l'habitant sensible au marché. Commentaires sur la controverse LeGoff-Wallot et Paquet." Recherches Sociographiques (1976): 125-132.

\_\_\_\_\_. "Les Insurrections de 1837-38: Un phénomène social." Histoire Sociale/Social History (Nov. 1968): 54-82.

Paquet, Gilles and Wallot, Jean-Pierre. "Groupes sociaux et pouvoir: le cas canadien au tournant du XIXe siècle." Revue d'histoire de l'amérique française 27 (Mar. 1974): 509-64.

\_\_\_\_\_. "Le Bas-Canada au début du XIXe siècle, un hypothèse." Revue d'histoire de l'amérique française 25 (June 1971): 39-61.

Parker, W.H. "A New Look at Unrest in Lower Canada in the 1830s." Canadian Historical Review (Sept. 1959): 209-17.

\_\_\_\_\_. "A Revolution in the Agricultural Geography of Lower Canada, 1833-38." Revue canadienne de géographie (1957): 189-94.

Pentland, H. Clare. Labour and Capital in Canada, 1650-1860.

Toronto: James Lorimer, 1981.

- Pilon-Lé, Lise. "L'endettement des cultivateurs québécois. Une analyse socio-historique de la rente foncière: 1770-1904." Ph.D. Thesis (Anthropology), University of Montreal, 1977.
- Pouyez, Christian, Roy, Raymond, and Bouchard, Gérard. "La mobilité géographique en milieu rural: le Saguenay, 1852-1861." Histoire Sociale/Social History 14 27(May 1981): 123-55.
- Query, Jacques. "Montréal sous l'Occupation Américaine, 1775-1776. Repercussion Socio-économique." M.A. Thesis, University of Montreal, 1979.
- Reid, W.S. "The Habitant's Standard of Living on the Seigneurie de Mille Isles, 1820-1850." Canadian Historical Review 28 (1947): 266-78.
- Robert, Jean-Claude, Bernard, Jean-Paul and Linteau, Paul-André. "La structure professionnelle de Montréal en 1825." Revue d'histoire de l'amérique française 30 3 (Dec. 1976): 383-415.
- Robert, Jean-Claude. "L'Activité économique de Barthélémy Joliette et la fondation du village d'Industrie (Joliette) 1822-1850." M.A. Thesis, University of Montreal, 1971.
- \_\_\_\_\_. "Aperçu sur les structures socio-professionnelles des villages de la région nord du Montréal, durant la première moitié du XIXe siècle." Cahiers de Géographie du Québec, 28 (Avril-Sept. 1984): 63-72.
- \_\_\_\_\_. "Un seigneur entrepreneur, Barthélémy Joliette et la fondation du village d'Industrie (Joliette) 1822-1850." Revue d'histoire de l'Amérique française 26 3(Dec. 1972): 375-95.
- Rudin, Ronald. "Land Ownership and Urban Growth: the Experience of Two Quebec Towns, 1840-1914." Urban History Review/Revue d'histoire urbaine 8 2(Oct. 1979): 23-46.
- Sellar, Robert. The History of the County of Huntingdon and the seigneuries of Chateaufort & Beauharnois. Huntingdon, Quebec: The Huntingdon Gleaner Inc., 1888.
- Séguin, M. La nation canadienne et l'agriculture (1760-1850). Trois-Rivières: Boréal Express, 1970.
- Séguin, Normand, ed. Agriculture et colonisation au Québec. Aspects historiques. Montreal: Boréal Express, 1980.
- Séguin, Normand. "Hébertville au Lac Saint-Jean, 1850-1900: Un exemple québécois de colonisation au XIXe siècle." Historical Papers (1973): 251-268.

- La Conquête du Sol au 19<sup>e</sup> siècle. Quebec: Boréal Express, 1977.
- Sévigny, P.-Andé. "Le commerce du blé et la navigation dans le bas Richelieu avant 1849." Revue d'histoire de l'Amérique française 38 (1984): 5-22.
- Smith, Françoise Noël. "The Establishment of Religious Communities in the Eastern Townships of Lower Canada, 1799 to 1851." M.A. Thesis, McGill University, 1976.
- Soward, Frederick H. "The Struggle over the Laws of Canada, 1783-1791." Canadian Historical Review 5 (1924): 314-35.
- Teeple, Gary. Capitalism and the National Question in Canada. Toronto: University of Toronto Press, 1972.
- Trotier, Louis. "La genèse du réseau urbain au Québec." Recherches sociographiques (1968): 27-32.
- Tucker, Gilbert N. The Canadian Commercial Revolution 1845-1851. Toronto: McClelland & Stewart, 1964.
- Tulchinsky, Gerald. "Une Entreprise maritime canadienne-française-La Compagnie du Richelieu, 1845-1854." Revue d'histoire de l'Amérique française 26 (Mar. 1973): 559-582.
- \_\_\_\_\_. "The Montreal Business Community, 1837-1853." In David S. Macmillan, ed., Canadian Business History. Selected Studies, pp. 125-143. Toronto: McClelland & Stewart, 1972.
- \_\_\_\_\_. The River Barons. Montreal Businessmen and the Growth of Industry and Transportation 1837-1853. Toronto: University of Toronto Press, 1977.
- Vachon, André. Histoire du notariat canadien, 1621-1960. Quebec: Les Presses de l'université Laval, 1962.
- Vattier, George. Esquisse historique de la Colonisation de la Province de Québec (1608-1925). Paris: Librairie Ancienne Honoré Champion, 1928.
- Vicero, Ralph. "Immigration of French Canadians to New England, 1840-1900: A Geographical Analysis." University of Wisconsin, Ph.D. Thesis, 1968.
- Voyer, Louise. Saint-Hyacinthe. De la Seigneurie à la ville québécoise. Montreal: Libre Expression, 1980.
- Waddell, Eric. "Cultural Hearth, Continental Diaspora: The Place of Québec in North America." In Heartland and Hinterland, pp. 132-154. Edited by L.D. McCann. Scarborough, Prentice Hall, 1982.

Wallot, Jean-Pierre. "La Crise sous Craig (1807-1811): nature des conflits et historiographie." Canadian Historical Association, Report (1967): 59-74.

Wallot, J.-P. and Goy, Joseph. Étude comparative de la France de l'ouest et du Québec (XVIIe-XXe siècles). Montreal: Université de Montréal, 1981.

Wallot, Jean-Pierre and Paquet, Gilles. Patronage et Pouvoir dans le Bas-Canada (1794-1812). Montreal: Les Presses de l'Université du Québec, 1973.

Wallot, Jean-Pierre. Un Québec qui bougeait: trame socio-politique au tournant du XIXe siècle. Montréal: Boréal Express, 1973.

## 6. The Lake Champlain - Richelieu River Valley

Ballabon, M. B. "A Regional Study of the Richelieu Valley: the Urban Centres." M.A. thesis, McGill University, 1952.

Beaugregard, Ludger. "Le Peuplement du Richelieu." Revue de Géographie de Montréal 19 (1965): 43-75.

\_\_\_\_\_. "Les étapes de la mise en valeur agricole de la vallée du Richelieu." Cahiers de Géographie 32 (1970): 171-214.

\_\_\_\_\_. "Vallée du Richelieu." Ph. D. Thesis, University of Montreal, 1957.

Brosseau, J. O. Essai de Monographie Paroissiale: Saint-Georges d'Henryville et la Seigneurie de Noyan. Saint-Hyacinthe: Cie d'imprimerie, 1913.

\_\_\_\_\_. Saint-Jean-de-Québec. St-Jean: Le Richelieu, 1937.

Castonguay, Jacques. Les défis du fort Saint-Jean: l'invasion ratée des Américains en 1775. Saint-Jean: Éditions du Richelieu, 1975.

Chambly Canton, Quebec. Programme souvenir, 1849-1949. n.p. n.d.

Cobban, Aileen Anne and Lithgow, Robert Morrison. "A Regional Study of the Richelieu Valley." Joint M.A. thesis, McGill University, 1952.

Couillard-Després, Azarie. Histoire de Sorel: de ses origines à nos jours. Sorel, P.Q.: Éditions Beaudry & Fappier, 1980.



- Dejordy, G. A. Généalogie des principales familles du Richelieu.  
Arthabaska: L'Imprimerie d'Arthabaska, Inc., 1927.
- Demers, Philippe. Le Général Hazen, seigneur de Bleury-Sud.  
Montreal: Beauchemin, 1927.
- \_\_\_\_\_. Un coin de frontière; essai de monographie régionale.  
(Chroniques du Haut-Richelieu, IV). Montreal: Librairie  
Générale Canadienne, 1932.
- \_\_\_\_\_. Quelques études sur notre histoire régionale. [Saint-  
Jean]: Éditions du Canada Français, [1946].
- Derick, Herbert. "Shipping Activities of the Vaughan and Naylor  
Families." Segments of Missisquoi and Missisquoi County  
Historical Society, Historical Report (1981-82).
- Fortin, Lionel. Le maire Nelson Mott et l'histoire de Saint-  
Jean. Saint-Jean: Les Éditions Mille Roches, 1976.
- Fortin, Réal. Petite histoire de Saint-Luc. Saint-Jean-sur-  
Richelieu: Éditions Mille Roches, 1978.
- Goyette, Arsène. "Iberville, il y a cent ans." 1er Cahier.  
Société Historique de la Vallée du Richelieu, 1953.
- Greer, Allan. "Habitants of the Lower Richelieu: Rural Society  
in Three Quebec Parishes, 1740-1840." Ph. D. Thesis, York  
University, 1980.
- Grenon, Hector. Le long du Richelieu. Montreal: A. Stanké,  
1976.
- Hébert, R.P. Pierre-M., cap. "L'Acadie de la Vallée du  
Richelieu." La Société Historique Acadienne, Cahier 32 (July-  
Sep. 1971): 68-82.
- Hodgson, Robert David. "The Champlain-Richelieu Lowland: A study  
in Historical Geography." Ph.D. Thesis, University of Michigan,  
1951.
- Labelle, Yvonne. "La seigneurie et les seigneurs de Bleury, et  
ses premiers colons." vol. 1. (Monographie d'Iberville) 2nd.  
ed. n.p. Société Historique de la Vallée du Richelieu, 1968.
- \_\_\_\_\_. "En notre région. De Christeville à Iberville  
d'aujourd'hui." vol. 4. (Monographie d'Iberville). 2nd. ed.  
n.p. Société Historique de la Vallée du Richelieu, 1968.
- \_\_\_\_\_. "Sabrevois, village et paroisse de Sabrevois." Vol. 4.  
(Monographie d'Iberville) 2nd. ed. n.p. Société Historique de  
la Vallée du Richelieu, 1968.

- Lefebvre, Jean-Jacques. Ancêtres et Contemporains (1670-1970).  
Montreal: Guérin, 1979.
- \_\_\_\_\_. "Jean-Baptiste Raymond." Bulletin de Recherches Historiques 58 2(1952): 59-72.
- \_\_\_\_\_. "Jean-Moise Raymond (1787-1843), premier député de Laprairie (1824-1838), natif du comté." Bulletin de Recherches Historiques 60 (1945): 109-20.
- \_\_\_\_\_. "John Yule (1812-1886) avocat, co-seigneur de Chambly." Bulletin de Recherches Historiques 68 (1966): 116.
- \_\_\_\_\_. "Quelques Officiers de 1812." Mémoires de la Société Royales du Canada, 4th ser., 1, 4(Jun. 1966): 69-136.
- Lepine, Y. "Force sociales et forces de production dans les terres noires de Napierville-Chateauguay." Cahiers de Géographie du Québec 17 42(Dec. 1973): 389-414..
- MacCallum, Donald. "The Seigneuries of Noyan and Foucault." Missisquoi County Historical Society, Historical Report, 8th (1965): 120-131.
- Mackintosh, W. "Canada and Vermont: A Study in Historical Geography." Canadian Historical Review 8 (1927): 9-36.
- MacPherson, J. B. "The post-Champlain evolution of the drainage pattern of the Montreal Lowland." Ph.D. Thesis, McGill University, 1966.
- Muller, Henry N. 3rd. "The Commercial History of the Lake Champlain-Richelieu River Route, 1760-1815." Ph.D. Thesis, University of Rochester (New York), 1969.
- Newton, Earle. The Vermont Story: A History of the People of the Green Mountain State, 1749-1949. Montpelier: Vermont Historical Society, 1949.
- Quebec (Prov.), Ministère des Affaires culturelles. La Vallée du Richelieu. Introduction à l'histoire et au patrimoine. Quebec: Ministère de Affaires culturelles, 1981.
- Trepanier, Léon. "Historique de Saint-Mathias en 1837-38." Société Historique de la Vallée du Richelieu, 5e Cahier.
- Wilgus, William J. The Role of Transportation in the Development of Vermont. Montpelier, Vt.: Vermont Historical Society, 1945.