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## HALSTED-MERCIER PAPERS

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No. 1. Agreement dated 16 January 1775 between Joseph Harnois and John Halsted for the construction of a frame for a store. *Transcribed in full.*

2. Petition of John Halsted and John Dyer Mercier per attorney Deschenaux to the Governor Sir Frederick Haldimand, dated 4th August, 1784, asking for the return of their property and compensation for the frame of the store valued at £150, and five years rent £575. *Transcribed in full.*

3. Petition dated 25 August 1784, of Halsted et al, complaining their former one was not answered, and that it was contrary to the spirit and justice of the British constitution and Government to appropriate the property of individuals, &c., reiterates previous demands.

4. September 9th, 1784—Joseph Harnois declaration of building the frame for the store in 1775, relates that the arrival of the Americans stopped the work of construction, and that the Government had used the timber for batteries behind the Hotel Dieu, St. John's and St. Louis Gates.

5. March 5, 1789—Agent Deschenaux again petitions Government re the Halsted-Mercier property.

6. May 20, 1791—Agent Deschenaux again petitions Government, says the property had been seized by Madame Lacroix for rente foncier which he had subsequently paid—115 livres 5 sols arrears.

7. May 21, 1795—Agent Deschenaux again petitions Government complaining that no replies had been made to any of the petitions.

8. August 1st. 1795—Burns and Woolsey replace Deschenaux as agent and write Government enclosing their

powers of attorney, and saying that the Governor had verbally referred them to the Clerk of Executive Council, who had told them verbally that on 8 June, 1791, the claim had been referred to a Committee of five Councillors to enquire into its legality. He would not answer in writing, but said no progress had been made seeing that three of the Committee were dead and the others incompetent, and that they might get redress later on when the treaty between Britain and the United States on the subject of such claims had been made. But Government had no power to grant compensation to inhabitants of the United States.

9. June 3, 1797 Halsted writes United States Secretary of State, Colonel Pickering invoking his Government's aid. *Transcribed in full.*

10. June 23, 1797 Pickering to Halsted promising assistance. *Transcribed in full.*

11. August 17, 1797. Herman Witsius Ryland to Halsted saying that as they were U.S. citizens, Government is disposed to entertain their petition, put them in possession of their property, and make compensation for its use from time of the presenting of their first petition 1784—would require settlement by arbitration but would grant nothing for the timber of frame work used by the Military authorities, and due regard would have to be given to the Government's improvements of the property.

12. August 12, 1797. Halsted to Commissary General Craigie, referring to Ryland's letter, suggesting that Government take the property at a valuation, and compensate them for the time it was used by Government since the war, foregoing all other claims or demands.

13. August 19, 1797. Craigie to Halsted—says he will put him in possession of property without delay and asks his proposals for compensation and reiterates Ryland's letter.

14. August 20, 1797. Halsted to Ryland—foregoing the claims for rent during the war, and for the timber used, although he said they were founded on justice

and equity, and were more than equivalent to the Government improvement. Asks for reply.

15. August 21, 1797. Halsted to Craigie—says that the property cost £1200 but will sell to Government for £1000, with 8% interest for use of property since 1783, foregoing claims for rent during the war and value of timber of the frame.

16. 23 August, 1797. Craigie to Halsted—has no instructions to buy the property, but will arrange compensation for use of it. He will name a person and Halsted and the attorney another to value the wharf and lot and the Government store.

17. 23 August. Halsted to Craigie—gave his sentiments in letter of 21st, and as Government has acknowledged his title to wharf and lot by directing they would be put in possession. He considers that possession to include the store in its present state. All that rests is to settle compensation for its use since 1783, and he is ready to join in naming a valuator and if Government will purchase wharf he will join in naming valuers for it.

18. August 31. Ryland to Halsted, refers him to his former letter.

19. August 31. Report of valuers—Robert Lester, John Purss and T. Baillarge, père, valuing lot and wharf at £572, store if now repaired worth £125, if taken down for removal worth £50.

20. Sept. 4. Attornies to Craigie. Ask for names of valuers. If they meet their ideas, no further steps need be taken. If not, Mr. Craigie to appoint a man, they one, and if these don't agree, they appoint a third to arrange the estimate.

21. Sept. 5, 1797. Craigie to Halsted, enclosing copy of Report of valuers.

22. Sept. 6. Burns and Woolsey to Craigie. State that the declarations place the estimate too much below the original cost, £1200, but to adjust matters propose compensation for use of property, to be estimated at 8% on £800, from which to deduct the value of a provision store. If that not satisfactory let a valu-

ator be named and they would also name one, and these name a third, so that agreement may be arrived at as to compensation for use of the property.

23. Oct. 4. Arbitration Bond. *Transcribed at length.*

24. Oct. 4. Report of the Commission. *Transcribed at length.*

25. Oct. 5. Halsted to Craigie. Objects to the finding of the Commissioners. For instead of deducting the present value of building, £125, they have deducted the first cost thereof from the compensation allowed for the use of wharf and property. Complains he was not informed of the meeting of Commissioners at which witnesses were examined and he not present. Requests Commissioners to reconsider their decision.

No. 1.

AGREEMENT *between Joseph Harnois and John Halsted for a Frame of a Store.*

Articles of agreement made, concluded and fully agreed upon this Sixteenth day of January, 1775. Between John Halsted of the City of Quebec, of the one part, and Joseph Harnois, junr. of the said city, House carpenter, of the other part, vizt:—

“The said Joseph Harnois, for the consideration hereafter mentioned, covenants, promises and agrees to and with the said John Halsted, that he, the said Joseph Harnois, will furnish and provide at his own expense, a sufficient quantity of proper Timber, and will Frame, erect and put up, or cause so to be done, on or before the first day of August next, at Cape Diamond or Pretville, a frame of a storehouse of one hundred and twenty-eight feet long and forty feet broad, three stories high. The height of the first story to be eight feet two inches, the second story seven feet nine inches high and the third story seven feet four inches high from floor to floor. The timber to be of the following dimensions, vizt:—The Cellar or first beams to be of Cedar or Hemlock spruce ten inches at

smallest end, the sills ten inches square. Fourteen pair of posts twelve inches square, and thirteen pair of posts ten inches square, three tier or rows of Beams ten by twelve inches square, first Collar Beams eight by ten inches square, second Collar Beams six by eight inches square, the Raughters  $7\frac{1}{2}$  in. by  $8\frac{1}{2}$  inches, at one end, and five by six inches at the other end, a plate to be fram'd on the Upper Beams ten inches square on which the feet of the Raughters is to be fixed, the Posts, Beams and Raughters five feet from Center to Center, and four doors and eight dormant windows in the roof if required, and middle partitions framed throughout the three storys, for the first story the sill to be eight inches square, the plate six inches and the posts or studs six inches square, for the other two storys the Sils, Plates and Posts or Studs to be six inches square. The above to be all French measure. The Frame to be sufficiently Braced and Fram'd agreeable to a plan sign'd by the said Joseph Harnois and John Halsted, subject to be examined and approv'd by proper workmen.

And the said John Halsted, for and in consideration of the above Frame to be erected and put up as aforesaid, promises and agrees to pay, or cause to be paid, to the said Joseph Harnois, the sum of two thousand eight hundred livres or shillings of the Province of Quebec, in manner following, vizt:—Six hundred and fifty livres at signing the above agreement. Nine hundred livres on the timbers being brought to Quebec. Five hundred livres at times which the Timber is Framing and the remaining six hundred and fifty livres as soon as the Frame shall be put up and finished. And for the true performance of all and every the covenants and agreements aforesaid, each of the said parties bindeth himself to the other in the penal sum of Fifty pounds, lawful money of the Province aforesaid, and lastly in case any disputes shall arise between the parties to this agreement, the same to be left to the determination of two Intelligent Persons to be chosen by the Parties whose award shall be final.

In witness whereof the Parties have hereunto set

their hands and seals to these presents, the day and year first above written.

In the presence of

MURDOCK STUART,  
GEORGE MUNROE.

JOSEPH HARNOIS,  
JOHN HALSTED.

Received, Quebec, 16 January, 1775, of John Halsted, six hundred and fifty livres on the annexed agreement.

JOSEPH HARNOIS.

Received, Quebec, 24 May, 1775, of John Halsted, nine hundred and twelve livres on the annex'd agreement.

JOSEPH HARNOIS.

(Contract was £140.)

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No. 2.

*COPIE de la Requete de M. John Halsted, le 4 Aout, 1784.*

To His Excellency Frederic Haldimand, Captain General and Governor in Chief in and over the Province of Quebec, etc., etc., etc.

*The Memorial of John Halsted Humbly sheweth,*

That your memorialist and M. John Dyer Mercier, late of Quebec, Merchant, are joint Proprietors of a lot of ground at Cape Diamond, of two hundred and thirty French feet in front on the River, on which lot they had constructed a wharf of one hundred and thirty feet in front and laid the foundation of a store and had the frame for said store completed and in readiness to set up on said wharf, of one hundred and twenty eight feet in length and forty feet in breadth and three stories high, in the fall of the year 1775. That in the

fall or winter of that year His Excellency General Carleton, then Governor of this Province, Caused the frame above mentioned to be brought into the Garrison and applied to the use of Government.

That since the year 1779 the said wharf has, by your Excellency's direction, been occupied for, and used for the service of Government.

Your Memorialist therefore having at present occasion to occupy the said wharf, doth hereby humbly pray your Excellency may be pleased to order that they may have immediate possession thereof and also that he be paid the amount underneath, being the value of the Frame before mentioned and a moderate rent for the wharf since occupied by Government, and your Memorialist shall ever pray, etc., etc.

Signed, JOHN HALSTED.

Quebec, 4th August, 1786.

The Frame cost the proprietors the sum of.....	£150
Rent of the wharf for 5 years, at £115 per annum..	£575
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	£725
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Signed, JOHN HALSTED.

Trouve Copie Veritable,  
L. DESCHENAUX.

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No. 9.

To the Honble. the Secy. of State of the United States.

PHILADELPHIA, June 3, 1797.

SIR,

Having been advised by several gentlemen whom I had consulted, that the claim of Mr. John D. Mercier, of New York, and myself, against the British Government for property used and occupied by them since the year



1779 in Canada, would with the greatest propriety and effect be made thro' the Department of State. I take the liberty of subjoining the following statement of facts for your consideration.

In the year 1774 Mr. Mercier and self purchased a lot of land of 230 feet front on the River St. Lawrence at Quebec, and in 1775, at a very considerable expense, finished a wharf of 130 feet and laid the foundation and completely finished a frame of a store 128 feet in length by 40 feet in breadth and three stories high, a considerable part of the timber of which frame I am well informed was made use of for the defence of the garrison during the siege of 1775 and 1776.

In the year 1776, Mr. Mercier and self left that country and in 1784 I went to Quebec to seek after our property, and was informed that in the year 1779, Government had taken possession of the wharf and had erected a store on the foundation we had made and a guardhouse on our land adjoining. I informed Genl. Haldimand by memorials of the 4th and 25 August of said year that the wharf occupied by Government was the property of Mr. John D. Mercier and myself, to which an authentic copy of our title deed was annexed, and prayed to be put in possession of the same, or if it should be wanted for the use of Government, he would pay me for the same at a just and equitable valuation, like memorials were delivered by our attorney, Louis Deschenaux, Esq., on the 5th March, 1789, and 20th May, 1791, to Lord Dorchester, on receipt of the last of which his Lordship appointed five Gentn. of the Council to examine and report on our claim, but no report being made, our said attorney again addressed his Lordship on the 21st May, 1795, respecting our claim, to which his Lordship replied he would find an answer in the Books of the Council, on applying to the Clerk of the Council, our attorney was informed that on the 8th June, 1791, our claim was referred to five members of the Council, to inquire into the legality of it, and that no progress was yet done in the business, that three of them are since dead, and the other two incompetent to report on our claim.

Being thus circumstanced, and our property still withheld by the British Government, although we are ready to produce our title deeds, we are induced to make this communication to you, and submit it to your better judgment, whether application should be made in our behalf immediately to the Governor of Canada, or mediately thro' the Minister Plenipotentiary of his Britannic Majesty resident in this city.

It may not be improper or useless to add that I am a native of New Jersey and Mr. Mercier a native of New York, and that we are both citizens of the United States. We possess the fullest confidence, Sir, in your willingness, both in your public and private character, to contribute, by the weight of your name and application, towards obtaining for us full compensation for the use and occupation of our property, and we trust that there will be a disposition in the British Government not only so to compensate us for what is past, but to restore us to the possession and enjoyment of it for the future, or, if still wanted for the use of their Government, to pay for it at an equitable valuation.

I have the honor to be very respectfully,

Sir, your most obedient servant,

(Signed) J. HALSTED.

COLONEL PICKERING,

*Secretary of State.*

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No. 10.

JUNE 23, 1797.

From Timothy Pickering, Esq., Secy. of State of the United States.

DEPARTMENT OF STATE.

PHILADELPHIA, June 23, 1797.

SIR,

In the first place I handed to Mr. Liston, the British Minister, the letter you wrote me on the 3rd instant, with the memorial of Mr. Deschenaux to Lord Dor-

chester, and the letter of Burns and Woolsey to your partner, Mr. Mercier, relative to your claim to certain real property at Quebec. These originals Mr. Liston having read, returned to me, with a request to be furnished with copies. This was done, and to-day I have received his answer, by which I see that he has, in the most friendly and interesting manner, recommended your claim to the attention of the Governor and Commander-in-Chief of the Province of Canada.

His letter to Governor Prescott I supposed you would wish to present yourselves, or by your agent, and therefore I requested Mr. Liston to commit it to my care. It is now inclosed, together with the memorial of M. Deschenaux and the letter of Burns and, Woolsey which I thought you would wish to have returned. I hope your present attempt to recover your property and just dues will prove successful, and am

Very respectfully, Sir,

Your obedient servant,

TIMOTHY PICKERING.

John Halsted, Esq.  
Perth Amboy.

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No. 24.

BOND OF ARBITRATION.

Province of Lower Canada } Know all men by these presents, that  
We, John Halsted, of Perth Amboy, in the State of New Jersey, merchant, and William Burns and John William Woolsey, of the City of Quebec, Auctioneers and Brokers, Attornies to and for John Dyer Mercier, of Long Island, in the State of New York, merchant. are held and firmly bound unto John Craigie, Esq, His Majesty's Commissary and Store Keeper General for the Provinces of Upper and Lower Canada, in One Thousand pounds current money of the Province of Lower Canada, to be paid to the said John Craigie or his certain Attorney his Executors, Administrators or Assigns, for which payment well and truly to be made. We bind ourselves and each of us by himself, for and in the whole, our and every one of our Heirs, Executors, Curators and

Administrators and every of them firmly by these presents, sealed with our seals, dated the second day of October, in the year of our Lord, one thousand seven hundred and ninety seven, and in the thirty seventh year of His Majesty's Reign.

Whereas His present Majesty did, on or about the tenth day of September, in the year of our Lord, one thousand seven hundred and eighty one, take possession of a certain lot of ground situate lying and being in the Lower Town of the City of Quebec, and according to the Deed of Concession from Magdelaine Domp-tail, the widow of Hubert LaCroix, to the said John Dyer Mercier and John Halsted, bearing date the tenth day of June, one thousand seven hundred and seventy-four, bounded and abutted as follows; that is to say, in front by the River Saint Lawrence, in the rear by the summit of the Cape, on the North East by land, the property of Laurent Tesson; and on the South West by lands not conceded, with the wharf thereon erected, then belonging to and being the property of the said John Halsted and John Dyer Mercier, and hath possessed, occupied and used the same from thence continually until the thirtieth day of September now last past, and whereas, His said Majesty hath built and erected upon the said lot of ground and wharf aforesaid, a store, lately used as a Provision store, which store is now standing upon the said lot of ground and wharf aforesaid, together with other improvements also made thereon by His Majesty, and whereas His Excellency, Robert Prescott, Esquire. Captain General and Governor-in-Chief in and over the said Province of Lower Canada, on behalf of His Majesty and the said John Halsted for himself and the said William Burns and John William Woolsey, as attornies to and for the said John Dyer Mercier, have agreed to refer to the award, judgment and determination of John Blackwood, Esquire, William Lindsay, Junior, Esquire, and David Munroe, Esquire, Arbitrators indifferently chosen by and between the said John Craigie, on behalf of His Majesty, and the said John Halsted for himself, and the said William Burns and John William Woolsey as attornies to and for the said John Dyer Mercier, to estimate and determine what compensation ought

reasonably to be allowed by His Majesty to the said John Halsted and John Dyer Mercier, for the use and occupation of the said lot of ground and wharf, from the fourth day of August, which was in the year of our Lord, one thousand seven hundred and eighty four, until the thirtieth day of September, in the present year of our Lord, one thousand seven hundred and ninety seven, and to determine also the value of the said store and improvements aforesaid, so as aforesaid made on the said lot of ground and wharf aforesaid, by His said Majesty, and to determine also how much of the said compensation (after deducting therefrom the value of the said store and of the improvements aforesaid, so as aforesaid made on the said lot of ground and wharf aforesaid, by His said Majesty shall, by His said Majesty be paid to the said John Dyer Mercier and John Halsted in full of all claims and demands whatsoever for the aforesaid use and occupation of the said lot of ground and wharf by His said Majesty, from the said tenth day of September, one thousand seven hundred and eighty one, until the said thirtieth day of September now last past. Now, therefore, the condition of this obligation is such that if the said John Halsted and William Burns and John William Woolsey, as attornies to and for the said John Dyer Mercier and the said John Dyer Mercier and every of them their and every of their Executors, Curators and Administrators for their parts and behalf, shall and do in and by all things well and truly stand to, observe, perform, fulfill and keep the award, arbitration, judgment, final end and determination, which the said John Blackwood, William Lindsay, junior, and David Munro, arbitrators as aforesaid, or any two of them, shall make and give up in writing under their or any two of their hands and seals, on or before the first day of November next of and concerning the Premises, then this obligation to be void or else to remain in full force and virtue.

Sealed and delivered

in presence of

G. GERMAINE S. FRANCKLIN

J. T. TASCHEREAU

JOHN HALSTEAD

WM. BURNS

J. WM. WOOLSEY

No. 25.

AWARD OF THE ARBITRATION.

We, the undersigned arbitrators, indifferently chosen by and between John Craigie, Esquire, on behalf of His Majesty, on the one part, and John Halsted, for himself, and William Burns and John William Woolsey, as attornies to and for and on behalf of John Dyer Mercier on the other part, to estimate and determine what compensation ought reasonably to be allowed by His Majesty to the said John Halsted and John Dyer Mercier, for the use and occupation of a certain lot of ground and wharf, situated in the Lower Town of Quebec, on which a store house has been erected and possessed, and other improvements made, by Government, from the fourth day of August, one thousand seven hundred and eighty four, until the thirtieth day of September, one thousand seven hundred and ninety-seven; and to determine also the value of said store and improvements so erected and made, and also how much of the said compensation after deducting therefrom the value of the said store and improvements, shall be paid by His Majesty to the said John Halsted and John Dyer Mercier in full of all claims and demands whatsoever, for the use and occupation of the said lot of ground and wharf from the tenth day of September, one thousand seven hundred and eighty-one, until the said thirtieth day of September now last past, as will more fully appear by a Bond of Arbitration entered into by the aforesaid parties, bearing date the second day of October instant, and hereunto annexed.

Having carefully examined and considered the proposed documents laid before us by the respective parties and having also enquired into the condition and value of the aforesaid lot and wharf, at the time they were taken possession of for His Majesty's service—*In 1781 at which time the wharf was much decayed and depreciated by six years total neglect, having been abandoned in an unfinished state in 1775.*—and subsequent improvements made thereon, by, and at the expense of Government, we are of opinion that under all the circumstances of the case, the sum of sixty five pounds per annum

is a reasonable compensation for the use and occupation of the said lot and wharf so possessed by Government, to be reckoned and computed from the fourth day of August, one thousand seven hundred and eighty four until the thirtieth day of September one thousand seven hundred and ninety seven, thirteen years and two months, making the sum of eight hundred and fifty five pounds sixteen shillings and eight pence current money of this Province, and we do estimate from the best information, that can now be obtained, that the cost of the buildings erected, and improvements and repairs made by Government on the premises in question, amounted to seven hundred and sixty seven pounds also current money; the which deducted from the aforesaid sum of eight hundred and fifty five pounds sixteen shillings and eight pence, leaves a balance of eighty eight pounds sixteen shillings and eight pence in favour of the said John Halsted and John Dyer Mercier.

We do, therefore, hereby award that the said John Craigie, Esquire, on behalf of His Majesty, do pay or cause to be paid, to the said John Halsted and John Dyer Mercier, or to their attornies, the aforesaid sum of eighty eight pounds sixteen shillings and eight pence in full of all claims and demands, whatsoever, for the aforesaid use and occupation of the said lot of ground and wharf, so possessed by His Majesty from the tenth day of September, one thousand seven hundred and eighty one, until the said thirtieth day of September, one thousand seven hundred and ninety seven, and that on receipt thereof, the said John Halsted and John Dyer Mercier, or their attornies, do discharge and forever release the said John Craigie, Esquire, in his quality aforesaid, from all and every claim or demand, whatsoever, touching or concerning the premises.

Witness our hands and seals at Quebec, this fourth day of October, one thousand seven hundred and ninety seven. The explanatory marginal note (in Italics) in the second page having been first added and approved of.

J. BLACKWOOD  
WM. LINDSAY, JR.  
D. MUNRO