

Jean Baptiste Ariail

our grandfather

1735-1800

Lorraine and I made a trip that almost never happened. We had just attended a wedding of Tyler Hartford in Indiana and had originally planned in going from there to Ottawa and onward to Quebec City, Canada. Our scheduling was tight and we wrestled with what to do after the wedding. Finally, we decided to go to Manchester, Connecticut, to visit Lorraine's aunt and then onward to Bangor, Maine.

The morning we left Manchester, we had a discussion as to whether we should or should not proceed to Quebec City since we had earlier received word that nothing was to be found in Quebec City, Canada. Also, we had doubts as to whether or not we would be able to converse with the French citizens of Quebec.

After considering all the pro's and con's, we decided that several of the family were depending on us to attempt this research effort and would be disappointed at the next Reunion if our attempt was not made. So, away we went. We pointed that gas guzzling machine north on the Interstate speedway, which took us through Springfield, Mass and onward into Vermont. After several hours of driving, we came to the bridges crossing the St. Lawrence into Quebec City. What a beautiful vista of the city and its sprawling suburbs. Although we did not see the ancient city itself, we journeyed northeast to St. Charlesbourg where John Ariail was first married. We toured the Catholic Church, St. Charles, that held many artifacts that were in the original church when John Ariail was married and in which he baptised at least two of his children.

We saw an oil painting of the Priest who performed John Ariail's marriage to Marie-Louise Allard. We saw the park where the original church stood and beneath its grounds are the body of John Ariail's first two sons, Jean Baptiste Ariail and Jean Louis Ariail. Then we found and did research at the National Archives of Canada at the University of Quebec City.

What we found is not for the faint of heart. If the problems which our ancient grandfather faced were of his own making, or were imposed upon him by the British, we will perhaps never know. However, before these records were recovered, we were almost certain that Jean Baptiste Ariail was our ancient grandfather, now we are absolutely certain. There is no more doubt. As you will see from the records, he had many problems in Canada and appears to have been a very unhappy man. You will also see that his property was seized and sold, after he disappeared from Canada in 1773. He married again in 1774 in Massachusetts, and we know the rest of the story. There will be more documentation coming about his problems in Canada, but we have uncovered the reason he showed up and married at about the age of 40 in Western, Massachusetts.

One thing we must not do is judge his actions. Remember, if not for him, we would not be here today. What we must do is remember him for all the hardships he must have faced during his endeavor to leave his legacy in his new land, and then forgive him for any transgressions he may have generated.

Here is a copy of the records we have uncovered to date.

Parchemin - banque de donnees notariales (1635-1775)

The following data will give us a succession of events in the life of John Ariail while he was in Charlesbourg and Quebec City Canada.

07 07 1761 (1744-1775) (Panet, J.-C.) (Qc)

Contrat de mariage entre Jean Ariail, natif de Nantes en Bretagne, fils mineur de Charles Ariail et de Marie Moreau; et Marie-Louise Alard (19 ans), fille de Francois Alard et de Barbe Bergevin.

Contract of marriage between Jean Ariail, native from Nantes in Bretagne, underage son of Charles Ariail and of Marie Moreau, and Marie-Louise Alard, age 19, daughter of Francois Alard and of Barbe Bergevin.

Note: In ancient France, an 'underage son' was less than 25 years of age.

18 06 1766 (1739-1767) (Louet, C.) (Qc)

Procuration de Jean Ariail, natif de la paroisse de Mouzillon, eveche de Nantes, demeurant en la province de Quebec, a Perrine Ariail, de la paroisse de Mouzillon, eveche de Nantes, sa soeur, concernant la succession des defunts Charles Ariail et Marie Moreau, son epouse, leurs pere et mere.

Power of attorney of Jean Ariail, native of the parish of Mouzillon, episcopate/bishopric of Nantes, living within the province of Quebec, to Perrine Ariail, of the parish of Mouzillon, episcopate/bishopric of Nantes, his sister, relating to the succession from the deceased Charles Ariail and Marie Moreau, his wife, their father and mother.

Note: This tells us a couple of things. His mother and father had died. Also, John Ariail had a sister named Perrine Ariail and may also partially explain why he was in such a hurry to sell his house and sail for Europe. See documentation in separate portion of this manuscript. Also, since John Ariail was giving power of attorney to his sister, he probably had no living brothers in France at that time.

24 09 1766 (1750-1776) (Saillant de Collegien, J.-A.) (Qc)

Vente d'un emplacement situe au faubourg Saint Jean et d'une maison en bois de piece sur piece; par Jean-Baptiste Mondor, charretier et Marie Drolet, son epouse, de la ville de Quebec, faubourg Saint Jean, a Jean Ariail, marchand cabaretier et Marie-Louise Allard, son epouse, de la ville de Quebec.

Sale of one piece of ground lying to the outskirts of Saint Jean and of one house in the form of timber within apartment on apartment, by Jean-Baptiste Mondor, wagoner and Marie Drolet, his wife, from the City of Quebec, suburb of Saint Jean, to Jean Ariail, merchant tavern keeper and Marie-Louise Allard, his wife, in the City of Quebec.

Note: John Ariail must have been uncertain of just what he wanted to do in Canada. In July of 1766 we find him attempting to sell his house, but in September of the same year, he is buying some property.

17 07 1767 (1750-1776) (Saillant de Collegien, J.-A.) (Qc)

Bail a ferme et loyer d'un terrain situe a la haute ville; par Jean-Baptiste Normand, marchand boucher, de la ville de Quebec, rue de la Fabrique, a Jean-Rodolphe Smith, marchand, de la ville de Quebec, assiste de Jean Ariail, marchand, de Quebec, son interprete.

Lease to close and rent of the ground situated at the wealthy town; by Jean-Baptiste Normand, merchant butcher, from the City of Quebec, street by the Fabrique, to Jean-

Rololphe Smith, merchant, from the City of Quebec, receiving public assistance from Jean Ariail, merchant, from Quebec, his interpreter.

15 09 1768 (1744-1775) (Panet, J.-C.) (Qc)

Vente d'un emplacement situe en la ville de Quebec, rue de la Montagne; par Guillaume Guillemin, ecuyer et procureur du Roi, au nom et comme fonde de procuration de Joseph Lepelle de Voisy, de St Malo, a Jean Ariel, marchand, de la ville de Quebec, et Francois Guillot dit Lariviere, maitre forgeron, de la ville de Quebec.

Sale of one site situated within the City of Quebec, street by the Montagne, by Guillaume Guillemin, squire and attorney of the King, to the name and by the way of well-founded power of attorney from Josphe Lepelle from Voisy, by St Malo, to Jean Ariel, merchant, from the City of Quebec, and Francois Guillot surnamed Lariviere, chief blacksmith, from the City of Quebec.

22 11 1770 (1750-1776) (Saillant de Collegien, J.-A.) (Qc)

Cession et abandon de deux emplacements situes en la ville de Quebec, rue Champlain; par Charles Vallee, maitre architecte, de la ville de Quebec, rue du Sault aux Matelots, a Jean Ariel, marchand, de la ville de Quebec, Pierre Girard dit Breton, maitre boulanger, de la ville de Quebec, et Joseph Parent, maitre macon, de la ville de Quebec.

Transfer and abandonment from two locations located within the City of Quebec, street Champlain; by Charles Vallee, chief architect, from the City of Quebec, street of the Sault to the Matelots, to Jean Ariel, merchant from the City of Quebec, Pierre Girard dit(also called) Breton, chief baker, from the City of Quebec, and Joseph Parent, chief mason from the City of Quebec.

Note: This is perhaps where John Ariail starts really getting into trouble. When we pull the lawsuits against John, we will find one is between Breton and John, if I am not mistaken.

28 07 1773 (1750-1776) (Saillant de Collegien, J.-A.) (Qc)

Vente d'un emplacement situe au faubourg St. Jean sur la nouvelle rue St Jean; par Jean Ariail, marchand, de la ville de Quebec, rue de la Montagne, a Jean Natte dit Marseille, maitre peintre, de la ville de Quebec, rue et faubourg St Jean.

Sale of one site situated to the suburb St Jean on the new street St Jean; by Jean Ariail, merchant, from the City of Quebec, street by the Montagne, to Jean Natte dit (also called) Marseille, chief painter, from the City of Quebec, street and suburb St. Jean.

Note: This sale occurred just before John Ariail made his journey from Quebec to Connecticut. We have researched every Windsor we can think of, and it is now believed that John Ariail was actually living in Windsor, Connecticut from the time he left Quebec City, Canada, until his marriage in 1774 to widow Hannah Cowles in Western (Warren), Mass. This is the most likely course of events, because if he was not close by, how would he have met and married Hannah.

Approximately 2 years after the conquest, (i.e., the British taking control of Quebec area from France), this is what was happening to John Ariail in Quebec City. He must

have left home when he was between 15 and 18 years of age. He was approximately 25 years of age in 1761 when these events were happening.

Repertoire des aeles of Baptieme, mariage, sepulture et des recensements du Quebec ancien -- Vol 46 1700-1765 Pg 547

01 Jean/Ariel

1761-06-27

23 ans C P M

A naff de la parosse de Mouzillon a cng leues de Nantes et a tros quarts de leue de Clisson.

Native of the parish of de Mouzillon, (old French--a small distance) from Nantes and a distance (again old French) from de Leve of Clisson.

02/Brand

p Chanone Vicare General

Jean Ariel depuis quatre ans prisonner avec les anglais avant ete pris a la sortie du Cap-St-Domingue - a obtenj la permission de fare publier ses bans de mariage sur sa selle parole.

Jean Ariel for the past four years has been a prisoner of the English, having been taken at the outskirts of Cap-St-Domingue. He obtained permission to publish the bands of marriage on his word only.

Note: Normally Charles Ariail, John's father would have been involved in the bands of marriage for a son under 25 years of age. This suggests that his father was already dead, as verified in the record of marriage in St. Charles church. This action occurred in 1761.

This article appeared in the Quebec Newspaper pertaining to sale of property that was owned by John Ariail

DISTRICT OF QUEBEC, SS. -- By Virtue of a Writ of *Fieri Facias*, issued out of the Court of Common pleas for the said District of Quebec, at the Suit of Francois Levesque, Esq; against the Monies, Goods, Chattels, Rights, Credits, and Real Estate of **Jean Ariel, an Absentee**, to me directed, I have seized and taken in Execution as the Property of the said Jean Ariel, a House situated on the Hill leading from the Upper to the Lower town, twenty-five Feet in Front by twenty-four in Depth, consisting of a Cellar with a Well in it, two Rooms on the first Floor at the Entrance of the House, with a Passage leading to a Kitchen where there is an Oven, a Gallery in the Front, and in the second Story a large Room and Closet, over which there is a large Room with dormer Windows, and over that a Garret, with a good Stair-case and double Floors through the whole, besides forty-six Feet in Depth extending to the Bottom of the Cap: Now this is to give Notice that the above Premises will be exposed to Sale at publick Vendue, at the Provost marshal's Office, in the City of Quebec, on Friday the sixteenth Day of December next; the Sale to begin at one o'Clock P.M. and the Premises to be adjudged to the highest Bidder at two o'Clock precisely.

JAMES JEFFRY, A.D.P.M.

N.B. If any Person or Persons have any prior Claim to the Premises, or any Part thereof, by Mortgage or otherwise, they are required to give Notice thereof to the said Provost marshal before the Day of Sale. --- Quebec, June 14, 1774.

DISTRICT DE QUEBEC, A SAVOIR. En vertu d'un Ordre de *Fieri Facias*, emane de la Cour des Plaidiers Commons pour le dit District de Quebec, a la poursuite de Francois Levesque, Ecuier, contre l'argent, biens, meubles, droits, credits, et biens fonds de Jean Arial qui a'est absente, a moi remis, j'ai faifi et mia fous main de juftice, comme appartenant au dit Jean Arial, une maifon fituee fur la cote conduifant de la Haute-ville dans la Baffe-ville, de vingt-cinq pieds de front fut vingt-quatre de profondeur; confittant en une cave avec un puit, deux chambres an premies etage a l'entree de la maifon, aves uneallee qui conduit a une cuifine ou fe tronve un four, une gallerie, et au fecond etage une grande chambre et cabinet, par deffus quoi il y a une grande chambre a lucarnes, et par-deffus un grenier, un bon eicalier et des planchers doubles par toute la maifon; de plus quarante-fix pieds de profondeur s'etendans infqu au pied du Cap : Maintenant on fait a favoir, que les fufdits biens feront expofes en vente publique, an bureau du Prevot-marechal en la ville de Quebec, Vendredi feize de Decembre prochain; la vente commencera a une heure apres midj, et les dits bi ens feront adjuges au plus offrant a deux heures precifes.

JACQUES JEFFRY, *faifast pour le D.P.M.*

N.B. Si quelques perfonnes ont pretenfions prealables fur les dita biens, ou quelques parties d'iceux, par hipoteque ou autrement, elles font requifes d'en informer le Prevot-marechal avant le jour de la veate. --- Quebec, le 14 Juin, 1774.

Note: The French version of this article has all s's printed as fs. Copy was bad, so there may also be misspelled words.

***JOHN ARIAIL WAS INVOLVED IN NUMEROUS LEGAL BATTLES
DURING HIS TENURE IN CANADA -- LOOK AT WHAT
HAPPENED TO HIM JUST BEFORE HE LEFT CANADA***

Year	Case Nr.	Litigants	Vol Nr.
1769	635	Fremont, Cs	JUD-Vol 13 P356-372-381-382-393 VOL 8 Page 37-54-62-75-81-82-82
1770	976	Lee, John	VOL 8 Page 137
1770	32 B	Carrier, Jas	VOL 1 Page 3V
1770	33 B	Hianneau dit Lafrance Mathieu	Vol 1 Page 3V
1770	41 B	Flamant, Chs	Vol 1 Page 4
1770	66 B	Morel, Chs	Vol 1 Page 5
1770	1040	Vallee, Chs	JUD-Vol 14 P 49
	1177		JUD-Vol 14 P 70-75
1770	85 B	Guillot dit Lariviere, Frs Note: Name Guillot could also be spelled Griau	Vol 1 Page 5 V
1770	987	Lee, Th	Vol 8 Page 147
1770	988	Aylwin	Vol 8 Page 147
1770	295 B	Valle, Chs	Vol 1 Page 15 V
1770	297 B	Berlin, Jas	Vol 1 Page 16
1771	1104	Briton S Arial*	Vol 8 Page 151-151-152
1771	1152	Rouillard, Frs	Vol 8 P 177-177-179
1771	1158	Gourdon dit Lachass E	Vol 8 Page 178
1773	0	Borneuf, Pierre**	
1774	1473	Levesque, Frs***	V 8 P 278-278-280-299

*This is not the name of another Ariail. John Ariail was co-owner of some property with a man named Breton and this most likely relates to that transaction.

**This is most likely the *straw that broke the camels back*, so to speak. You will notice that it does not have a case # and there are no Vol and Page numbers either. John apparently left before they could get to him on this one.

***This is the one where Francois Levesque seized and sold John Ariail's property. See the news article above. When we recover this data, it may give more information as to what happened to John's wife and family, or perhaps may shed some more light about John himself.

These index records have not been recovered except for the one where John Ariail's property was seized and sold. They do, however, reflect that John was very unhappy in Quebec and wanted to leave the area.

Ariail, John

Advt. Settlement of accounts, before he leaves for Europe.
(F)
Quebec Gazette, 14 July, 1766.

No. 80

Ariail, John

Advt. Settlement of accounts before he leaves for Europe.
(F)
Quebec Gazette, 14 July, 1766

No. 80

Ariail, John

Advt. Settlement of accounts as he intends to sail for Europe.
(F)
10 July, 1766.
Quebec Gazette, 21 July, 1766.

No. 81

Arial, Jean

pour faire tenir a Jean Francois Thomas, Quebec
Letter unclaimed.
Quebec Gazette 31 Jan, 1765

No. 33

Ariail, Jean.

Quebec.

Adv. re his sailing for Europe and offering his house for sale.
Quebec Gazette, 14 July 1766 (y. only)

No. 80

Ariail, Jean.

Advt. Settlement of accounts before he leaves for Europe also his house
for sale.
(F)
10 July, 1766.
Quebec Gazette, 28 July, 1766.

No. 82

Ariail, Jean

Advt. Settlement of accounts before he leaves for Europe. His house for sale. Apply to the Jesuit's.

(F)

10 July, 1766.

Quebec Gazette, 4 Aug. 1766.

No. 83

Ariail, Jean.

Adv. His house offered for sale.

Quebec Gazette 23 July 1772

No. 394

Arial, Jean.

City & Suburbs of Quebec.

Licensed to sell liquor.

Quebec Gazette 24 August 1769

No. 243

Arial, Jean

Absentee, Sale of his property at suit of Francois Levesque.

Quebec Gazette 16 June 1774.

No. 492

Arial, (None)

Sur la Place du parche, Quebec

Letter unclaimed.

Quebec Gazette 31 Jan, 1765

No. 33

It is very obvious from all the things that happened to John Ariail, that he must have been a very frustrated and unhappy individual. Perhaps we will never know just what prompted him to do what he did, and evenly so, it may well be that we were never intended to understand his motivations. Things were not easy in those days in the frontier of what was the new world. The British had just taken this area from the French and, that in itself, may have created circumstances with which young John Ariail could not cope. We can see everything in these documents from an energetic young man attempting to make his mark in the world, a man showing kindness to his fellow man, a man striving to care for his family, a man, perhaps homesick, wanting to return to his nativity in Europe, and finally to a man who 'just gave up' and put his past behind him, starting a new life in Connecticut.

One thing we have learned is that Jean Baptiste Ariail, (John Ariail) was not a soldier or connected with the office of a Priest as we had originally suspected, he was a merchant. The earlier references to a Bishopric in documents was simply explaining from which Parish he belonged while growing up in France. We have come to the conclusion, however, that he kept in close contact with his family in France. It is also believed that his father, Charles Ariail, died before 1761 and that his mother, Marie Moreau, died about 1766. The documentation that we have recovered tend to endorse these views.

We should in no wise judge our grandfather, if he had not conducted his life in precisely the manner in which it unfolded, we would not be here today. We must reflect upon his hardships and the trials of life which he had to endure -- but in the end, we must honor him for his accomplishments. His legacy is spread, not only across the United States as we originally thought, but across Canada also. We are reaching out to all our family as you can see from the David Arial who attended the reunion from S.C. to the Mary Alice Arial who attended from St. Albert, Alberta, Canada and Denise Viau from Gloucester, Ontario, Canada. We all have a common ancestor of which we can be proud.

*Dictionnaire Biographique du
Canada, Volume x of
1871 a 1880
by Terreur*

Note: The following article is about the family of Marie-Anne Ariail, daughter of Jean Baptiste Ariail.

EDOUARD QUERTIER
Catholic Priest

Edouard Quertier, Catholic Priest, founder of the Society of Temperance (alcoholic anonymous) born in Saint-Denis-sur-Richelieu on Sep 5th, 1796, second of 17 children of Helier Quertier, deacon, and of Marie Anne Ariail, deceased at Saint-Denis-de-Kamouraska on Jul 17th, 1872.

Edouard Quertier conducted his studies at the Seminary of Nicolet from 1809 until 1815, and according to the statement of Father Paul-Loup Archambault, (the most clever in his class). In 1815, he enrolled to study Theology at the Grand Seminary of Quebec, an institution where he quit 3 years later. In 1820, we again find him at Sainte-Marie-de-la-Nouvelle-Beauce, where he worked as a teacher. Afterwards, he chose to study law, and in 1822 he enters an apprenticeship with Master Charles Panet of Quebec. Two years later, the destitution forced him to give up his position. He applied again to enter into the priesthood. Monseigneur Joseph-Octave Plessis decided not to admit him until after 2 years of reflection. In the meantime, he took the leadership position in a manufacturing facility at Saint-Antoine-de-la-Riviere-du-Loop(Louisville). Finally, to the threshold of his 33rd year, Edouard Quertier was ordained Priest at Quebec on the 9th of Oct, 1829, by Mgr Bernard-Claude Panet.

He was built like an athlete. (Breadth of shoulders; countenance not refined; features-short and striking; eyes imperious; lips stern; hair overflowing upon the black skullcap), Father Quertier was one remarkable man. After 26 months of curacy, he was there appointed, in October of 1831, first parish Priest resident of Saint-Antoine, on the island of Grues (County of Montmagmy). (Charming little stay, wrote Quertier. One old tumbledown cottage for lodging which had been halfway mended two times in three years, causing me to close myself within the attic of my small house. If I wasn't able to build my parsonage, then we know who is responsible for that. To keep the peace, I yielded and leased the place).

The Parish Priest was in conflict with the Father Charles Francois Painchaud, owner of the place where the church parish and the parsonage were built, who harshly kept up his claim. (all

the blame falls on (Painchaud) the great benefactor of the Isle), wrote Quertier to Charles-Felix Cazeau.

In the springtime of 1833, Father Quertier traveled to the missions of Mingan (County of Saguenay) and grudgingly came back to the island to stay, until in 1834, Mgr Joseph Signay yields to his complaint and the Father Quertier was appointed Parish Priest of Saint-Georges of Cacouna. Would he be (the angel of peace and the (instrument) of reconciliation), which was the wish of his Bishop. At this time, the civil power and the religious power were in constant conflict.

The (bill he submitted) which would alter the composition of the (assembly) was presented at the assembly chamber during the session of 1831 and was sent back by the counsel; it would put the church against the state according to public opinion, and this brought a strong reaction from the public. Quertier was warned that, in Cacouna, he would be in the middle of two opposing groups. One in favor of building in the village itself a church destined to take the place of the old chapel. The other one, to the construction within its concessions of this new church. (all that was needed was to exercise diplomacy in order to soften and gain the consent from people living away from the fixed place it is hard to change, especially when you follow legal procedures). Quertier answered, in part, to these views of his Bishop: the brandnew parsonage within the village and the repaired chapel will be transferred to him after serving 7 years as priest.

After 1835, having assured Mgr Signay that (the peace had been firmly established), the Priest, Quertier, tended his resignation. Periodically, having written volumns of bitter revendications and mocking insinuations, the fruitful writer renewed his demands. Finally in 1841, he got a response to his disadvantage. For the second time, in 12 years of priesthood, Father Quertier was called up, in September of 1841, to plant a new parish, that of Saint-Denis-of-Kamouraska. (how did I land on this dry rocky place? At my arrival (in the month of October) there was not even enough of a floor to put a bed or table. I was forced to go down the hill and rent a little house, rather shack. No matter! I was expecting decent lodging.)

However, starting from this isolated corner, the reputation of Quertier began to spread. At Saint-Denis, he would fulfill the main work of his career, the Foundation of the Society of Temperance, called the Black Cross. Since 1839, eminent preachers, among which were Mgr Charles-Auguste-Marie-Joseph de Forbin-Jason and Charles-Paschal-Telesphore Chiniquy, stood up against the scourge of alcoholism. But praise is due to Quertier, for having, in 1842, formulated the statutes of the Society, the oaths of his new Society members and, of giving to them as a symbol, a bare Black Cross.

The year following, Quertier could write (the temperance reigns everywhere. Every home bears a blessed cross as memory of our engagements). In 1844, the same happy conclusion (all is peaceful here. I can only attribute our real peace admist the discord of our neighbors to our Society of the Cross. This blessed cross speaks for itself.

From 1847 on, Father Alexis Mailloux assisted Quertier. He would be considered as his strongest collaborator, even as his master. Little by little, under the influence of Quertier, the preaching of complete abstinence expanded well beyond the limits of Saint-Denis and even the Diocese of Quebec.

The marvelous eloquence of Quertier rendered him renowned; in the pulpit, he became both a man of fire and a vigorous judge (the man of vivacity), the impetuous democratic leader, the smooth preacher of the learned bible teacher (often you will find more people in his catechism class than at the mass the church was so crowded you could hardly pass), said the Pastor. The fidelity, popular faith attributed to the Black Cross, a wonderful virtue, and the Rosary of Quertier is said to have extinguished fires and healed the sick.

Although the memory of the Priest is still venerated, history has to admit that he was a difficult man. Unstable and always complaining, by character, violent and of a querulsome attitude

towards the other Parish Priests. He was judgmental or critical towards the politicians of his time.

Quertier, himself, received many blows from the leaders of the Diocese and he made life hard for some of his contemporaries, of whom were the Lord of la Bouteillerie, Pierre-Thomas Casgrain, the Deputy Pierre Canac, surnamed Marquis, and the merchant, Jean-Charles Chapais (father).

After 15 years of vicarial ministry at Saint-Denis, Father Quertier, (advanced in years (and) broken), obtained his retirement, which he spent in quietness and serenity. Beneath his white hair, the violent man mellows without losing his faith and his zeal as Priest. He died at Saint-Denis and was interred beneath the sanctuary of the church. His statue dominates, today, the bare hill he used to climb over 100 years ago.

Julienne Bernard.

JOHN ARIAIL

His hasty departure from Quebec

We now know the reason -- money!

He was tried and convicted without being present.

In the course of human events, many things beset our existence. Many of such events are without consequence, however, some are staggering and can topple the strongest of statue. In approaching the repercussions of human frailty, and delving the documented records of time, we cannot but be amazed by the truism of the ancient axiom uttered by King Solomon -- "*there is no new thing under the sun*".

Such is the case of our ancestor, Jean Baptiste Ariail. He was no different from each of us today -- we all desire the best for ourselves and our families -- it's only the radiance of Spirit with which we are all indwelled. Then fate bestows its consequences. Before we list some of the many documents that pertain to our grandfather, let me briefly recap what we know about the morning, noon and twilight of his life.

He was born Feb 5, 1735, the son of Charles Ariail and Marie Moreau. They resided in the village of Mouzillon, just a few miles east of Nantes France. His father must have passed away while he was still a young man and he either worked as a sailor or took a ship to Quebec Canada. During the latter half of the 1750's, he was arrested by the British and served four years in a British prison in Quebec City Canada. After he was released, he met and married a young lady, age 19, by the name of Marie Louise Allard. From her he fathered 8 children for which we have recovered records.

For the latter part of the 1760's, we started recovering records where he was involved in several legal battles. John Ariail was a merchant, a tavern owner and an inn-keeper. His opulent demeanor is characterized by the documentation we have recovered.

Several characteristics can be gleaned from an analytical approach to our cherished data. John Ariail was a loner, adventurous, but perhaps a homesick man. He kept in touch with his family in Mouzillon Village, France, constantly desiring to return to his nativity, but caring for and staying with his family in Quebec

City Canada. He was industrious, energetically attempting to excel in the world of the 'frontier merchants', and he was compassionate in that he helped his fellow man.

In 1773, when faced with a demand that he meet his obligations, he attempted to obtain help from his family in France, but to no avail. It is apparent that he could not appropriate the money that was being demanded of him. He had already been in a British prison for four years and probably had no intention or desire to return to such accommodations, therefore, before an arrest warrant was issued for him, he disappeared into the wilderness. Whether he was warned by his sister, Perrine Ariail in Mouzillon Village France, or not, can only be surmised, yet when the arrest warrant was issued, John Ariail had disappeared from Canada. It is highly unlikely that he returned to France, because there would have been a record of his passage and they would have arrested him and brought him back.

No, now we know the rest of the story. He simply, either with the blessing of his wife or without her knowledge (we will never know), secretly left Canada and went to Windsor, Connecticut. While living there for the remainder of 1773 and the first half of 1774, he met and fell in love with Hannah Rich. They were married in 1774. Was he divorced? No, there was no such provision in the Catholic Church, St. Charles, to which he belonged in St. Charlesbourg, Quebec Canada or the Catholic Church, Notre Dame, which he also attended.

Also, now we know why there are no records of him in either Massachusetts or Connecticut other than his marriage and the birth and baptism of his children in various churches. The entire area at that time was under the control of the British and he would have been promptly arrested and taken back to Canada if he had become known. Yes, John Ariail was a man in hiding and he remained that way until his death in 1800. He did not participate in the American Revolution in 1776, neither did he participate in any governmental activities in Connecticut that we can find records concerning.

We do feel that he told his second family only two things about his earlier life that has been preserved in family lore for these 200 years. He told them that he came down from Canada and that he was being pursued by the law. With all of this data, we without any doubt whatsoever, feel we have finally established the roots of the Ariail family. However, we still remain open to any valid or authenticated documentation that can be presented concerning our ancient grandfather.

The following documents were retrieved from the Archives in St. Foy, Quebec City Canada. Some of the copy is very difficult to decipher, however, enough is there to reflect just what was happening in those early days. Copies of the original documents are available for viewing in the Ariail Archives.

We now also know and understand why the descendants of John Ariail spell the name in different ways in Canada. John disappeared from Canada when his youngest son Michel Ariail was only a few months old. Next to the youngest, Jean Baptiste Ariail, was only approximately 2 years old. But the primary reason the name was not spelled the way we find that John Ariail, himself, spelled the name in ancient documents we have recovered, is the fact that his wife, Marie Louise Allard, died of chicken pox on Oct 1, 1779, when the children were still very young. We also know that at least one of the children was raised by someone other than the immediate family, which further complicates and promotes an erosion of the spelling of the name Ariail.

We are also finding a steady migration of the Canadian descendants of John Ariail. Some of them came into the United States from Quebec to New York State, up and down the shores of Lake Champlain, and from there over to Conway and Turners Falls, Massachusetts, some came from Canada into the Chicago Illinois area and are still living there today. Others now live in South Carolina, Florida, California, Oregon, and Washington. Many also live in Hawaii, but we have as yet to determine from whom they are descended. To date, we have only found one Ariail family that came from Portugal, instead of being descended from John Ariail in Canada.

Note: Do not be misled by the wording of the following documents -- John Ariail was not present in Quebec when these actions occurred.

The Trial of John Ariail, abstentee-- *#1473*

Pannel of a jury returned to try the issue of a certain cause wherein Francois Levesque is Plaintiff and Jean Ariail defendent, at the court house in the city of Quebec, on Tuesday the 19th day of April 1774.

(Vizt?)

Mr. Duncan Anderson
Henry Boone
James Cummins
Louis Chaperon
Simon Fraser (upper town)
George King
Duncan Munro
George Munro
James Tood

Monsr. Pierre Marcaux
Jean Baptiste Gerault
Robert Confroy
H.C. Morin
Louis Sizof
Pierre Dufaux
Louis Fremont
Jean Baptiste Dumon
Charles Berthelot

Which Jurors have been seperatly summoned
The answer of Nicholas Turner by

James Jeffry
A.D.P.M.

(Note: Some of the above names may be incorrectly spelled because handwriting was hard to decipher.)

#1473

George The Third, By the Grace of God of Great Britain and the Territories thereunto belonging King xc To the Provost Marshal of the Province of Quebec -- Greeting, We Command you that you cause to come before the Judges of our Court of Common Pleas, for the District of Quebec at the Court House in the City of Quebec on Tuesday the Ninteenth x x Day of April instant, twelve good and lawfull men of the said District by whom the truth of the matter may be the better known and who are in no wise of kin either to Francis Levesque, Esqr., Plaintiff, and John Ariail, defendant x x x x x x to make a certain jury of the Country between the parties aforesaid because as well the said Frances Levesque as the said John Ariail between whom the matter in varience is have put themselves upon that jury. And have then there the names of the jurors and this writ witness the Hon"ble Thomas Dunn, Esquire, one of the Judges of said Court at Quebec, the twelfth x day of April x x x in the fourteenth year of our Reign.

By the Court
David Lynd,
C.C.Q.T.

The performance of the above will appear by the annex'd pannell
The answer of Nicholas Turner by

James Jeffry
A.D.P.M.

#1473

Levesque
vs
Ariail
1774

Bail by Oath for F172 C.C. assessed fel'd? 13 April 1774

A. Panet fils
avocat (barrister)

(unreadable)

C.C.P.M.

*The below data is telling the court that
John Ariail cannot be found in
the Province of Quebec.*

The within named defendant is not found within my district.
So answers Nicholas Turner by

James Jeffry
A.D.P.M.

George The Third, by the Grace of God, of Great Britain, France and Ireland, King Defender of the faith xc To the Provost Marshal of the Province of Quebec. Greeting: We command you that you take the body of Jean Ariail late of the City of Quebec (merchant) x x if he may be found in your District of Quebec and him so taken, safely keep so that you may have his body before the Judges of our Court of Common Pleas at the Court house in the City of Quebec on Tuesday the nineteenth day of April, instant. To answer Francois Levesque of the City of Quebec, Esqr. x x in a plea of Trespass on the case for the sum of three hundred and fifty pounds x x x x lawfull money of the Province of Quebec and have you then there this writ witness the Hon'ble Adam Malone, Esqr. x x one of the Judges of said Court at Quebec the twelfth day of April x x in fourteenth year of our Reign.

David Lynde
C.C.P.

#1473

Levesque

vs

Ariail

1774

Aux honorables Juges
De la Cour des Plaidoyers communs
Du District de Quebec

Suplie humblement Francois evesque, Ecuyer, Conseiller du Conseil de cette Province de Quebec, a l'honneur de vous représenter, que le treize octobre dernier, il auroit fourni en argent et marchandises au Sieur Jean Ariail, alors marchand en cette ville, la somme de trois mille livres Cournois, pour laquelle somme ledit Ariail auroit donne sa lettre de change a l'ordre du Supliant, tiree sur Mademoiselle Perrinne Ariail ches Madame du Chollard, negociante proche des Recollets, a Nante; la dite Lettre de change payable a trente jours de vue.

Que sur la presentation qui auroit ete faite de ladite Lettre de change a ladite Mlle Perrinne Ariail, elle l'auroit refuse d'accepter suivant le Protest, fait par Maitres Legouais et Poiscaud, Notaries a Nantes le vingt-quatre novembre dernier, dument controle, qui a ete renvoye au Supliant avec ladite lettre de change.

Que ledit Sieur Jean Ariail, se trouvant actuellement absent de cette province de Quebec, le Supliant ne pourroit parvenir a se faire rembourser de la valeur de ladite Lettre de change.

Et comme Marie Louise Allard, epouse dudit Sieur Jean Ariail, demeurante en cette ville, est en possession d'une maison situee en cette ville, Rue de la Mountagne, et de plusieurs effets et credits

appartenans audit Ariail, qui n'en a pas dispose a la valeur de dix livres ou plus d'argent de cette province, le supliant a recours a votre justice, pour qu'il vous plaise lui permettre de faire assigner a votre prochaine seance, ladite Marie Louise Allard, femme de Jean Ariail, pour se voir condamner a rendre en votre honorable cour, un compte juste et fidele, meme par escrit, quelle sera tenue d'afforme sincere et veritable, de tous les biens, meubles et immeubles, argent ou credits qu'ette a en sa possession ou qu'elle savait etre en sa possession, de quelle personne que ce soit, faute de quoi la condamner personnellement au payement de ladite lettre de change, interet, et depens.

Et dans le cas qu'elle rende ledit compte tel qu'il doit etre, ordonner que les Jures consitues pour cette equitable cour, constateront la legitimite de la creance et les commages dus au supliant, le tout montant a la somme de cent soixante-douze livres, six sols, courant de la province suivant le compte et affidavit fille au greffe; pour laquelle somme il vous plaise octoyer au Supliant execution contre les biens du Jean Ariail avec depens, et vous ferez justice.

A. Lanet
Quebec, le 12 avril 1774

#1473 translation

To the honorable Judges
Of the Court of Common Pleas
Of the District of Quebec

Plaintiff. Francois Levesque, Squire, Advisor of the Council of that Province of Quebec, has the honor to present to you that last *October 13th, he would have provided in money and merchandise to Sir Jean Ariail, then a merchant in that city, the sum of three thousand [Cournois] pounds; for the aforementioned sum, Ariail would have given his Letter of Exchange made out to the Deputy, drawn on Miss Perrinne Ariail at the home of Mrs. de Chollard, businesswoman near Les Recollets, in Nantes; the aforementioned Letter of Exchange payable thirty days from then.

That upon the presentation that would have been made of the aforementioned Exchange Letter to the aforementioned Miss Perrinne Ariail, she would have refused to accept (it), according to the [Protest], made by Masters Legouais and Poiscaud, notaries in Nantes, last November twenty-fourth, duly checked, which was sent back to the deputy with the aforementioned Exchange Letter.

That the aforementioned Sir Jean Ariail, found to be currently absent from this province of Quebec, the deputy could not succeed in obtaining a refund for the value of the aforementioned Exchange Letter.

And since Marie Louise Allard, wife of the aforementioned Sir Jean Ariail (and) living in this city, is in possession of a house located in this city, Street of the Mountain, and of many belongings and credits belonging to the aforementioned Ariail, who did not leave the value of ten pounds or more money from this province, the deputy turns to your justice, so that it would please you to allow to have assigned to your next session, the aforementioned Marie Louise Allard, wife of Jean Ariail, in order to see herself constrained to render in your honorable courtroom, a just and faithful account, even a written one, which will be held as a sincere and truthful listing of all goods, furniture and buildings, money or credits, that she has in her possession or that she knew she had in her possession, coming from anyone, without which she would be personally sentenced to make payment for the aforementioned exchange letter, interest, and expenses.

And in the event that she renders the aforementioned account as it should be, to order that the jurors chosen for this equitable court, will declare the debt legitimate and damages due to the plaintiff, the total amounting to the sum of 62 pounds, six pence, current value in the province, according to the account and affidavit filed at the clerk's office; for which sum it would please you to grant to the plaintiff action against the belongings of Jean Ariail with expenses. And you will do justice.

A. Lanet

Quebec, April 12, 1774

I, James Jeffrey, A.D.P.M., have caused a copy of the above declaration to be served on Marie-Louise Allard, the wife of Jean Ariail, on the 10th Instant.

James Jeffrey, A.D.P.M.

Sworn in court before me on the 19th day April 1774.

A. Mabane, J.C.P.

((*Note: October 13, 1773. Upon examination of the above text, it appears that John Ariail's hasty departure from Canada happened within 30 days of October 13, 1773. He was married to Hannah Rich within approximately 7 months [about Jun 18, 1774] after he left Quebec, Canada. He must have taken some of the three thousand pounds with him because he purchased his homeplace in Southington, Connecticut shortly after his marriage and relocation to that area.))

((In confirmation of my suppositions in above note, it appears that John Ariail was probably still in Canada in September of 1773. The gist of the below document is that John Ariail didn't want the responsibility of repairing a wall that affected two other tenants (neighbors). They took it to the courts eventually and the document below is from the bailiff ordering him to pay for the repairs.))

Year -1773
Case #-0
Borneuf, Pierre
vs
John Ariail

In 1773, the 20th of September, Jean Ariail of this city and his domicile was Street of the Mountain {*Rue de La Montaigne*.} The Bailiff that has signed below, he declared to Pierre Borneuf, a merchant of this city and to Francois Malherbe surnamed (dit) Champlain, Master Tailor in this city, making two pieces (sections) of domicile Street of Lescalier {*Rue de Lescalier*} for this sumation dated the 23rd of August last.

In this summation they ask for the reparation (repair) of a wall that holds (has) damage (tears). That the said Jean Ariail had to repair as soon as possible that he was obliged to repair this wall. Now Monsieur Ariail is protesting against all costs and damages and interests that the said Monsieurs Borneuf and Malhberbe surnamed (dit) Champlain have made against him on this subject.

They gave to two domiciles a copy of protestation and speak (spoke) to two witnesses.

The signature of the Bailiff
(unreadable)

#1473

Levesque
vs

Ariail
1774

District of Quebec
Francoise Levesque
vs
Jean Arial

Tuesday, 19 April 1774

Names of the Jury

Louis Chaperon
Simon Fraser
Duncan Munro
George Munro
Pierre Marcaux
Jean Baptiste Gerault

Robert Confroy
H.C. Morin
Louis Sigot
Pierre Dufaux
Louis Fremont
Jean Baptiste Dumont

We assess damages for the plaintiff in the sum of --- one hundred and seventy two pounds, and six shillings and three pence. Lawfull money - - - -

Lewis Chaperon, ...

#1104

**Pierre Briton et
Charles Vallet
1771**

(copy very bad and may be incorrectly transcribed--see original in Ariail Archives)

Judgement obtained the 29th January 1771

(Rawl?)

Recd. 2d May 1771.

I have taken the defendent to have his body here in court to satisfy (unreadable) (unanswered)...
The answer of Nicolas Turner by

Jacob Rawl
D.P.M.

Have (.....) discharged the defendant at the (.....) the Plaintiffs.
The answer of (..... ..)

Jacob Rawl
D.P.M.

George The Third, by the Grace of God, of Great Britain, France and Ireland, King Defender of the faith and so forth. To the Provost Marshal of the Province of Quebec, Greetings: We command you as we have commanded you before that you take Charles Vallet late of the City of Quebec, if he shall be found in your District of Quebec and him safely keep so that you have his body before our Justices at Quebec on Tuesday the Eleventh of June next. To satisfy Pierre Briton, Jean Arial, et Joseph Parent as well as of a certain sum of Eighteen pounds (five) shillings lawfull money of the Province of Quebec which the said Pierre, Jean and Joseph, in our Court of Common Pleas before our Justices at Quebec recovered against him as of (three) pounds eighteen shillings which in our said court were adjudged to the said Pierre, Jean, and

Joseph for their damages which they had by (accusing) of the detaining that debt whereof the said Charles Vallet is convicted as appears to us of record with (six) shillings for this writ and then there this writ. Witness the Hon^{ble} Thomas Dunn, Esquire, one of our Judges of said Court at Quebec this Twenty Sixth day of March in the eleventh year of our Reign.

David Lynd
C.C.P.

#1104
Briton & et
vs
Vallet
1771

(preamble unreadable)

George The Third, by the Grace of God, of Great Britain, France and Ireland, King Defender of the faith and so forth, to the Provost Marshall of Quebec. Greetings: We command you that you take Charles Vallet late of the City of Quebec x x x x x (if he shall be found in the District of) Quebec and him safely keep so that you have his body before our Justices at Quebec on Tuesday the (fifth day of) Pierre Briton, Jean Arial, and Joseph Parent as well as of a certain sum of eighteen pounds five shillings x x x x x x x x x x x x x x x of Quebec which the said Pierre, Jean and Joseph - - - in our court of Common Pleas before our Justices at Quebec recovered ag(ainst) (that delt whereof the said Charles Vallet - - - - - - - - is convicted as appears to us of record with six shillings (for this writ). Witness the Honorable Thomas Dunn, Esqr, one of the Judges of said court at Quebec (this twenty sixth day of March) in the Eleventh year of our Reign.

1152
Ariail
vs
Rouillard
1771

Bail by Oath for L17"13"
Lawfully
..... John Ariail
.....3rd Sept 1771
Arial
vs
Rouillard

I have taken the defendant and have his body to answer as commanded.
The answer of Nicolas Turner by

Jacob Rawl
D.P.M.

George The Third, by the Grace of God, of Great Britain, France, and Ireland, King Defender of the faith and so forth. To the Provost Marshall of the Province of Quebec. Greeting: We command you that you take the body of Francois Rouillard of St. Boche x x x x x x x x if he may be found in your district and him

so taken safely keep so that you have his body before the Judges of our Court of Common Pleas to behold in at the Jesuite Colledge in the City of Quebec on Tuesday the (.....) x x x x day of October next to answer Jean Ariail of the City of Quebec, Merchant. x x x x x x x x x x of a plea of trespass (on the case) for the sum of thirty five pounds six x x x x x shillings, lawful money of the Province of Quebec x x x x x x x x x x and have then there this Writ. Witness the Hon"ble Thomas Dunn Esquire one of the Judges of said Court of Common Pleas at Quebec the twenty seventh day of August x x x in the eleventh year of our Reign.

David Lynd
C.C.P.

It is believe that John Ariail started having financial difficulties at this point.
It appears that he was desperately attempting to sell this property and get some money quickly.

#1152

In the C. Pleas
District of Quebec
1st Oct 1771

Ariail
vs Petition
Rouillard

Jean Baptiste Ariail
vs
Francois Rouillard

In the C. Pleas
District of Quebec

To the Hon"ble The Judges of His Majesty
Court of Common Pleas for the District
of Quebec.

John Ariail
agst.
Francois Rouillard

The humble petition of the P. John Ariail

Sheweth --

That your petitioner on the twenty sixth day of August last happening to meet with the Defendant Francois Rouillard of the City of Quebec in the District aforesaid mariner and entering into a conference with the said Deft. touching the sale of a certain lot of ground & house thereon erected situated in the suburbs of St. John in the District of Quebec aforesaid & belonging to your petitioner, and having gone with the defendant at his request & shewed him the said lot of ground & house, with which the defendant was entirely pleased & satisfied, **and your petitioner being then much pressed for money** & actually sued & held to special bail in this Hon"ble Court for a sum of money nearly equal to the purchase money ----- hereafter mentioned. **He in consideration of receiving ready money for the same sold the said premises to the defend. at a very considerable loss** & greatly under the value thereof for the sum of three hundred & fifty three livres equal to seventeen pounds & thirteen shillings lawful money of the Province of Quebec --

That the defendant thereupon went to your petitioners house & received of him the (key) of the said house so sold defendant as aforesaid and two receipts or acquittances for the ground rent thereof, and it being agreed upon between the said parties that a deed of sale of the said premises should be immediately passed in favor of the defendant and that your petitioner should thereupon be paid by the defendant the said purchase money and your petitioner & the defendant having mutually consnted & agreed that (JB) Saillant should be employed to draw up & pass the said deed of sale. They accordingly went to the said (JB) Saillant's house for that purpose---

But that the defendant not having then the said purchase money & (JB) Saillant declaring he could not pass the said deed of sale without seeing the money actually produced & paid to your petitioner. It was further agreed upon between the parties that the defendant should meet your petitioner the day following for the purposes of passing the said deed & paying the said purchase money at the said (JB) Saillant's house & should in the meantime give your petitioner his note of hand for the amount thereof.

That the defendant did accordingly give your petitioner his note of hand for the amount of the said purchase money bearing date the same twenty sixth day of August last & payable on demand.

That your petitioner in pursuance of this their last mentioned agreement went the next day to (JB) Saillant's house to meet the defendant for the aforesaid purposes of passing the said deed of sale & receiving his said purchase money from the defendant. But the said defendant not having attended according to appointment, your petitioner agreeable to the antient usage & custom of this Country in the like cases immediately thereupon summoned him by a Huissier or Bailiff of this Court to attend according to agreement & the note of hand aforesaid to receive a conveyance of the said house & premises & pay your petitioner his said purchase money.

That your petitioner has ever since been ready & willing & offered to give the defendant a conveyance of the said house & premises, but that the defendant tho. required in manner & form aforesaid & often since to receive & accept the same & also to pay your petitioner his said purchase money has hither to wholly refused & still doth refuse so to do.

Wherefore your petitioner most humbly prays your Honors that you will be pleased to condemn the said defendant to pay to your petitioner, upon his giving him a good & sufficient conveyance of the said house & premises, which your petitioner has been ever ready & willing & hath offered to do as aforesaid and hereby still offereth to do, the said sum of seventeen pounds & thirteen shillings being the amount of the said purchase money agreed to be paid your petitioner as aforesaid together with such damages and costs as to your Honors sshall seem just.

1st Oct. 1771

#1152

Note: The plot thickens pertaining to John Ariail attempting to sell his property to Francois Rouillard that was mentioned above. In the following document, look at what is going on: Quote--

[The undersigned] has the honor to respectfully make a presentation to the honorable judges of the communal court of claims [in behalf of] Francois Rouillard, navigator. Did I say [in behalf of] Francois Rouillard? No rather in [behalf of] his wife and eight children and their lawyer, who is willing to defend them free of charge in order to obtain from you, gentlemen [of the department] of Justice, the freedom of their father.

There can be no room for doubt, gentlemen, but the communal court of claims has been established for the good and the advantage of new subjects who are ignorant of the English laws and cannot support its rigors. We know ourselves through the new ordinance of our governor that it is not his majesty's intention that, because of some small infraction, some insignificant infringement, some futile claim, the worker be taken from his plow, the shopkeeper from his shop, the sailor from his vessel in order to be led away to prison, abandoning his family, which is what happened to the person of Rouillard, most cruelly pursued by Sir Ariail who tricked him. It is an established fact that Francois Rouillard who is a lover of strong drinks which unfortunately affect his brain, was met by Sir Ariail who invited him to drink. This was done in a efficient manner; Ariail drank moderately and Rouillard drank excessively. In that condition Ariail invited

him to go to Mr. Olry in order to (--one line of text missing--) caution for him. For Rouillard no price is too high when he has drunk a lot; he thinks himself to be rich (My Lord), although he has no possessions. When he begins to brag, Mr. Olry recognizes that he is not capable to restrain himself. Sir** Ariail, being frustrated in his hopes, does not give up; he has another idea. He proposes to sell him an abandoned house for 350 pounds. They go to see the house, Rouillard thinks the house to be a palace. He believes to possess the riches of Croesus, although he does not own anything. Finally, he commits the ultimate foolishness of signing a promissory note for 350 pounds serving as a contract, payable the next day, although he does not possess any money.

And on top of that he still owes 16 piaster to Mr. Lymburner, his mayor, for the balance of goods he received for his wife and his eight children for their subsistence, and who, in his kindness agreed to employ him for the rest of the year to have the same kind of sustenance during the winter.

Would you therefore, gentlemen, leave Rouillard in prison? His lawyer had wanted to plead his case last Tuesday, [but] the lawyer was not yet ready and only his clerk made an appearance who asked for a guarantor or imprisonment. [but] Where to find a guarantor for a man who has only his hands [arms], his wife and eight children? My dear colleague, this is my plea, in two words, this is my defense.

1. According to the customs of this colony, any promise for a sale or a purchase made without a contract is void, because the intentions and the conditions are liable to change.

2. When Rouillard signed the promissory note, he was drunk as was observed by Ariail and which we will prove.

3. The proof will be given when the house, which is falling apart is rented out for 6.10 pounds and similar houses are sold for 8 piaster*.

If you, Ariail, had not intended to deceive Rouillard, why not take back your property on which you have suffered no loss? A grieving family asks your justice, Sirs, hoping that today you will give a just and favorable verdict by reversing it because of evil intent by the plaintive, charging him with the expenses.

{Rawl?}

Unquote.

Note: 1. *Piaster. A monetary unit of various countries, as Egypt, Libya, Sudan, and Syria: the hundredth part of a pound. It could also be a Turkish coin and monetary unit: also called kurus. It is also the Spanish peso or dollar. Also piastra. [F. Ital. piastra, lit., plate of metal].

Note: 2. **Sir Ariail. We don't know why they are using this term, however, the British used it as "*A title of baronets and knights, used before the Christian name or the full name.*" A baronet is an inheritable English title, below that of baron and not part of the nobility. A knight, in Great Britain, is the holder of a nonhereditary dignity below the rank of baronet, conferred by the sovereign as a reward for personal merit or for service to the country. The holder is entitled to use Sir before his given name.

Note: 3. Comment: Did our Jean Baptiste Ariail do service to the British Government, while he resided in Quebec City, that earned him the title of Sir?

[#1152](#)

The year, 1771, on August 28, in the morning at the request of Francois Rouillard, sailor, living in that city, having chosen his living quarters and domicile in the sections of St. Roch, Jay Raimond Pousant, bailiff, at the court of common complaints of the district of Quebec, living at St. Louis street. Undersigned, also the said Jean Ariail, merchant, at the aforementioned city at his domicile, Montagne Street.

Speaking in person ---- that the aforementioned requester not wanting to surrender the deed for the house. That the said Sir Ariail proposed to him, even inducing him with an access of liquor, made him comply to sign privately a bill promising to pay him as his first payment the sum of 353 currency of the province, for the value of his house, confiscated in the suburb of St. John at that city. He actually never made this promise. As the expression goes, he made the promise by "a stroke of good luck" he is completely free of the promises he made, because in reality he was tricked into it by Sir. Ariail. He is, after all, not in a condition to proceed with a sale into which he was forced over and above to what the law permits. Why has

he offered him the key to the said house, as well as the return of the rental money of the said house, while at the same time protested the payment for damages and all the steps he could take in prejudice of his present declaration?

As said above, I have left copies of the cost... Declared by Rouillard who cannot sign.

Consant

Note: There was a document dated perhaps the day before that is almost completely unreadable. We attempted to translate the document, but with little success. Will include all that we have. Anyone wanting to see the original French version can do so by looking in the Ariail archives.

And the said Sir Ariail said refused the key also the two Which he refuses to sell the said house to Sir Guillaume Pointe who on the twenty-seventh and the twenty-eighth recent in the Which he refuses to do as much as the require seized the key. And the two receipts, why persist which Sir Rouillard consented for the sale And signed me bailiff signed the and

Jean Ariail

Consant

Note: There is yet another document pertaining to this same matter that is deemed almost unreadable. Several persons have attempted to translate. A copy of this French document is also held in the Ariail Archives for anyone to see if they so desire.

The year 1771, the 27th day of August, approximately two hours of relief at the request of Sir Jean Ariail, merchant, residing in the said city of Quebec, street of the Montagne, Charles Philippe Gailland, bailiff, in the common pleas of the district of Quebec, residing on St. Louis street, co-signed named Sir Francois Rouillard, present navigator, resident of the city of Quebec, suburb St. Roch resident or was his wi..... To ignore Together William Berthelot and declared signed which he made his ordinary the original the refusal of the offer that Sir Ariail of him of the house and site that he sold him the said agreement of the 26th of August month. And the To pay all the present the sum of 353 shillings of this province which is suitable for the said act of sell and to find William Saillant, notary, for receiving to pass the contract of sell and of error of Declared that the said Sir, will find to pass the said contract signature and promises before witnesses signed and him having declared by error by him to find at the Sir William Saillant, notary for the said signature. I declared him, Sir require of Which between all rights and justice and

Rouillard

#976

John Ariail

vs

John Lee

District of Quebec

Court of Common Pleas

George The Third by the Grace of God of Great Britain, France and Ireland. King defender of the faith and so forth. To the Provost Marshall of the Province of Quebec. Greeting: We command you that you summon John Lee of the City of Quebec, Esquire x x x x if he x x may be found in your District of Quebec to appear before the Judges of our Court of Common Pleas at the Jesuits Colledge in the City of Quebec on Tuesday the Thirteenth x x x x day of November instant - - - - - to answer John Arial x x x x x of the City of Quebec in a plea of trespass on the case for the sum of eight pounds ten shillings eleven pence Halifax cut and for other matters contained in the (tetcon herewple) annexed and have then there this summons. Witness the Hon"ble Thomas Dunn, Esquire, one of he Judges of said court at Quebec this sixth x x x x day of November - - - - - in the eleventh year of our Reign.

The year one thousand seven hundred seventy, the 21st of November.

By the Court
David Lynd
C.

To The Honorable Judges of the Court of Complaints of the District of Quebec.....

Requests humbly Jean Ariail, merchant in this city at ----- the honor to present you before ----- ---to Mr. John Lee, wholesaler in this city; he would have given him as security for the sum of three thousand two hundred twelve Halifax shillings, different bills according to what he remembers on November 7th, 1768. That since that time, having nothing at heart but the satisfaction of the aforementioned Lord Lee, he would have given him various payments, so that, according to the enclosed account the aforementioned Lord Lee would have owed him in debt the sum of three pounds one eleven Halifax shilling and would have in hand one thousand thirty four shilling twelve, balance of the bills belonging to the supplicant and particularly of the mention Bergevin against whom he had obtained a verdict; that he would have asked of Lord Lee the difference for the purpose of closing their account, which he refused, saying that he owed (money) to Messrs. Thomas Aylwin which he had been ordered to procure.

Upon which the supplicant would have told him that it appears that the current account of the aforementioned Lord Aylwin that he owes one hundred pounds ten seven shilling four cents; but that because of the said account, he is in poor condition to be charged with eleven pounds eight shilling expenses. So that, because of the said present account, the supplicant, far from owing to the gentlemen Lord Aylwin and Lee, he is actually their creditor. And since the supplicant has an interest in liquidating his accounts and to withdraw from Mr. Lee the bills given in security, he appeals to your judges, gentlemen, so that it may please you to assign during your first meeting the aforementioned Lord Lee, as well in his name as to the aforementioned Mr. Aylwin, to instruct and order that he will be condemned to pay to the supplicant, as the balance of his account, the sum of three pounds one Halifax shilling eleven.

Above this, that the said Lord Lee, be condemned to return to him the thousand three hundred for shilling of the bills that are in his possession and that belong to the supplicant, and notably that the one of Bergevin, of five hundred sixteen shilling; the total with expenses and that you will do justice.

Rawl

Permit of the assigned for Tuesday, November 13, 1770.

Thomas Dunn, J.P.C.

Notified to Mr. Lee according to my report on the expense. This day, 12 November 1770.

Consant

- Below we will find Jean Ariail attempting to establish facts that are contrary to the board of Arbitration to which he was subjected. There are several documents pertaining to this matter, but the handwriting (in French) will be extremely difficult to decipher in some of the arbitration documentation. We will do the best we can and the original French documentation is contained within the files of the Ariail Archives.

#976

Very Humble Representations, we have the honor to present to the honorable Judges of the Court of Common of Plaintives *{Court of Common Pleas}* (in behalf of) Jean Ariail, merchant in this city, to serve as a means of opposing (from the) rectification to arbitrary counsel rendered by Messrs. Alexandre Dumas to Jean Renaud the 19th and 22nd November of last year, on the current account with Sirs Lee, and Aylwin, and the aforementioned Ariail.

1. *{Primo}* It is reluctantly *{with regret}* that Sir Ariail finds himself forced to protest against the counsel of the arbitrators of Sirs Dumas and Renaud. He thanks them for the trouble they have given themselves and he is convinced of their uprightness and the wish to restore to everyone what is theirs, that he would have complied, (if) they had allowed Sir Ariail and his lawyer to be heard in their presence on the articles in which the aforementioned Ariail is accused.

In order to prove this, we will analyze the Arguments of the Opposition and we trust we will convince, not only the gentlemen judges of the validity of the former *{i.e., protest}*, but even the gentlemen arbitrators, if this will be communicated to them, when they will be (honorable enough) to recognize the errors that were made unintentionally, or because of insufficient instructions on the matter. We will begin with the arbitrary counsel regarding the account of the Sir. Aylwin.

2. The Gentlemen Arbitrators are correct in saying that the account provided by the Sir Ariail is almost completely in accord with the notes of Mr. Aylwin, as it is presented to us by Mr. Lee. The account provided by Sir Ariail proves, therefore, his good faith, since he is in agreement with *{concerning/composition of the}* simple notes provided. We supplicate the Gentlemen Judges to pay attention to those words, [i.e., notes provided]. How is it possible that Mr. Aylwin, a Justice of Peace, a merchant, does not have books that are in order, and that he only has simple notes! Nobody can ignore that this does not inspire faith in the business of which we cannot establish what those notes produce.

Because in the second article of the arbitral counsel, the Sir Ariail is debited of 63.12.10 *{63 pounds, 12 shillings, 10 pence}* of capital and 2.13 *{2 pounds, 13 shillings}* of expenses paid to Le Brun. This is correct, but how have they then charged on the simple notes 5.7.10 *{5 pounds, 7 shillings, 10 pence}* payable to Mr. Rowe, of 5.3.10 *{5 pounds, 3 shillings, 10 pence}* paid to Mr. Lynd and of 4.10.4 *{4 pounds, 10 shillings, 4 pence}* to Mr. Suckling for expenses against Hezen,(unreadable)..... Sir Morin ?Euconteur? which is made by [against] the big [vast] bill of exchange of the Sir Hezen.

3. But, there is more, because the Sir Aylwin let himself be paid from the Capital, whilst he should have been paid from the expenses.

4. Finally, where is the tax on those expenses, where are the receipts? All they bring is those simple notes, which cannot be used as evidence in court. So those three articles amount together to fifteen pounds, eleven shillings and four pence, which the province must totally eliminate from the debit of the arbitral notice, or they must be justified by Mr. Lees representative, Mr. Alywin, concerning the memorandum *{bill/statement of account}* and receipt *{discharge}* and taxes for the Court, not a sufficient threshold to ask for an amount of considerable expense on one simple note. And (wherefore) of the aforementioned arbitral notice to the debit (composed) of 15.11.4. *{15 pounds, 11 shillings, 4 pence}*.

Gentlemen Arbitrators have taken from the credit of the aforementioned Ariail an amount of 11.6.2 1/2 *{11 pounds, 6 shillings, 2 1/2 pence}*, account of the aforementioned Ariail, as per January 26 for Mr.

Aylwin, and for which Mr. Lee neither wants to vouch or not vouch. Which the aforementioned would have a right to repeat this and if he succeeds to prove this payment, or if Mr. Aylwin admits to it. Since Mr. Lee does not want to vouch or not to vouch for a (certain) fact, Mr. Aylwin has no regular account, and the one who represents him only has notes and the Sir Ariail (Ariail) is not believed under oath, it must be provided that he pays 10.10 {10 pounds, 10 shillings}, on the terms which he is ready to affirm that he has paid 11.6.2 1/2? {11 pounds, 6 shillings, 2 1/2 pence}. The court is not impartial enough to admit to a similar principle.

To the credit of the aforementioned Ariail must therefore be credited.....11.6.2 1/2 {11 pounds, 6 shillings, 2 1/2 pence}.

Speaking of Mr. Aylwin as debtor of the Sir Ariail, of16.7.4 1/2 {16 pounds, 7 shillings, 4 1/2 pence}.

Except for all that, however, the Gentlemen Judges tax the expenses on this, if these are legitimate, and on the memos, which are turned over, and not on informal notes.

Let us now proceed to the Arbitral Council about accounts between Messrs. Lee and Ariail. There are four articles that are contested and of which the Sir. Ariail is unjustly accused, and of which he flatters himself to be able to prove in the last degree of evidence.

The Sir. Ariail is charged with a debit to the aforementioned Arbitral Council for the second article, for an amount of 7 pounds currency, as is said, for money ready in the month of November, without date. That article has a double use. It is true that on November 7, 1768, Mr. Lee loaned to the aforementioned Ariail seven pounds in money, of which he made a bill for him on the 7th of the aforementioned month, and that he gave him his bill which has been presented to the court on the seventh, which he would not have done, had he not been acquitted. For this he ought to be debited the sum of 7.0.0 {7 pounds, 0 shillings, 0 pence}.

With the fourth article, the aforementioned Ariail is debited for an amount of two pounds fifteen shillings for expenses paid to Mr. Olry, for action against Lappare debtors of the aforementioned Ariail. Since Mr. Lee has already received the money due by Lappare, he should have no difficulty to receive the expense, since all the debtors are under obligation to pay this. It is therefore incorrect that the Sir Ariail is charged for that sum, because he, even if he would owe this sum, Mr. Lee should give to him the pieces and judgments in order to contain Lappare. Why should he be charged two pounds and fifteen shillings - 2.15.0 {2 pounds, 15 shillings, 0 pence}.

The last article of the debit (note) to the aforementioned Arbitral Counsel comes to 3.7.10 {3 pounds, 7 shillings, 10 pence}, interest on the bill of 65.7.1 {65 pounds, 7 shillings, 1 pence}, with which it is said the Sir Ariail is in agreement. He has the honor to state that he never agreed to this and that he does not believe that this is right, that the interest cannot be claimed by Mr. Lee, because he has no condemnation nor a promise to pay the interest. He even has received different sums on his account, on which no interest is borne. Why then must that sum be arranged by debiting 3.7.10 {3 pounds, 7 shillings, 10 pence}.

Total 13.2.10 {13 pounds, 2 shillings, 10 pence}.

An amount of thirty pounds twelve [shillings] was rejected as a credit to Sir Ariail although the aforementioned Ariail (granted) {made good} on two payments, which cannot be justified by witnesses, being alone with Mr. Lee when he did this. He believes that the Sir Lee is too much of an honest man to make him lose; he asks him to refresh his memory, that he paid that amount to his account, when it pertains to a payment of the notebook that he even made a mark (?) behind that amount, [as a sign] of agreement. Finally, Sir Ariail accepts his oath, even if he doesn't want to accept his.

From what has to be [been] proven it amounts that, supposing that Mr. Lee affirms never to have received the 130.12.1/2 {130 pounds, 12 shillings, 1/2 pence} that the aforementioned Ariail is not a debtor to which the ten pounds fifteen shillings twelve pence., 10.15.12 {10 pounds, 15 shillings, 12 pence},

And that Mr. Aylwin, of whom Mr. Lee is proxy, is debtor to the aforementioned Ariail for sixteen pounds, seven shillings, four and a half pence, 16.7.4 1/2 {16 pounds, 7 shillings, 4 1/2 pence},

Which leaves a balance between the parties of approximately twelve shillings.

So, it is without any foundation that the gentlemen arbitrators decide that the aforementioned Ariail, having unintentionally brought action against Mr. Lee, he must meet the expenses of the previous decision passed. This is up to the court to decide. And it is hoped that it [the court] will decide against their advice, paying attention to the demands by Ariail, who has never been able to make his account with Mr. Lee solvent, of whom he asked this several times. That he has always offered to pay him, if he owes him something, and give him the bills. That it appears from the arbitral advice that Mr. Lee has for more than one thousand provincial shillings remitted to him. That Mr. Lee, in order not to appear to be debtor, has

paid to Sir Bay (?) for the duration of the intended action, at the acquittal of which the aforementioned Ariail, 9.8.6 {9 pounds, 8 shillings, 6 pence}. that he must pay beginning the month of March, last year. That the account the parties find themselves in balance. That finally the aforementioned Ariail(unreadable).... creates problems, as does Mr. Lee wanted to insinuate, (he then afterwards) always offers to serve as arbiters.

For those and other reasons to entreat the right of the aforementioned Ariail to conclude to do as the court pleases to receive the opposing to the rectification of adjustment of the aforementioned arbitral appealing to the right of his means to oppose, condemn the Sir Lee to pay for the balance of all accounts ten shillings, affirmed by Sir Lee, having no [not at all a] receipt (for) the 130.12.1/2 {130 pounds, 12 shillings, 1/2 pence}(unreadable).....of his credit, the total with expenses The aforementioned Ariail hopes for justice of this court, even of the gentlemen arbiters [if they] would kindly let their eyes go over the present presentation.

Rawl

#976

Mr. Struckling was for the expenses against Hasen and that it is here that the said Ariail is disputing the expenses of that occasion showing the darkest ingratitude, concerning the 1000 pistoles of the said Ariail, by the said Hasen for the sad circumstances and insolvent by the scarcely sentences and processes that Mr. Aylwin and Lees did on paying the necessary expenses out of their own pockets for the concealment of the said sum to Ariail and guaranteed the property. The said Ariail was very happy to touch the capital not having since recover the expenses in which he lost the 1000 pistoles. Also the bill offer repeated was also a regular account taken by credit and debit between Lee, Aylwin and Ariail that the said Lees also provided to the arbitrators. M. Lees doesn't show any sign, he denies the fact when he is supported by reusable proofs, but the said Ariail seems to hear him well and it doesn't cost him anything to insist even if he doesn't have solid proof, because indeed he has paid the said sum to Mr. Aylwin, he didn't take a receipt however as Mr. Lees thinks that its not likely that the money may be paid, he will not insist for the payment until he will be informed from Mr. Aylwin if he received or not the money.

Mr. Lees observes at the court that justice be given by Mr. Aylwin to the said Ariail when the said **Freemont was ready to grab all the goods of Ariail or put him in jail**, the said Aylwin took from his business the sum of 65 Louis (*a Louis is a French coin worth 20 gold francs, i.e., 1,300 gold francs*), to lend to the said Ariail for the setbacks to the said Freemont, however grateful for the service rendered in money during many months, he refuse to pay the interest and refuse the arbitrators have taken 2 or 3 Louis (*40 or 60 gold francs*) of interest for the said sum in the account of Mr. Aylwin with Ariail.

About the personal account of Mr. Lees, for what is the sum of 7 Louis (*140 gold francs*) to lend to the said Ariail on September 2nd, 1768, his bill which the arbitrators has omitted the date of this bill which was paid not in cash of Ariail, but in other bills owed to Ariail in the hands of the said Lees to pay him the return of the bill of the loan of 7 Louis (*140 gold francs*), the said Lee returned his bill, having received other bill and by consequences receive the said Ariail the return of the bills was fair to reach to his obligation the loan also of 7 Louis (*140 gold francs*) also there is no sense of double use, which would seem evident the said Ariail produce the receipt to give him reason and on purpose avoid all difficulties that could occur later on.

On the subject of the cost to the said Lappare, the said Lee has received the capital and the expenses and Ariail wins 6/3 (*6 shillings, 3 pence*) Halifax, also he seems to owe the capital that the said Lappare owed him was only 10 Halifax and paid expenses was 2-15 (*2 pounds, 15 shillings*), means that 15 (*pounds*) and 5 (*shillings*), while he is debited and credited at the same time for 15-11-3 (*15 pounds, 11 shillings, 3 pence*) whereas he should have been debited and credited from the capital of 12-10 (*12 pounds, 10 shillings*) Halifax. Since it was not the said Ariail that advanced these costs at (olrg?), there is no point of double use either in this article and we have to observe four subjects that neither the capital nor the costs would have been recovered if the said Ariail had followed his inclinations and maintenance, Mr. Lees finds himself (ladupe?) of this situation also will show by the copy of an obligation that he gave to Sir. Leguille by the said Lappare the said civil obligation to Ariail himself would prove that all arrangements were done by his

knowledge and of his own consentment whatever he does now, ignored in demanding to Sir Lees, then to compel Sir Lappare the said Ariail didn't impose to his lawyer on the subject of the article of interest to the others since his own bill of 1768 shows expressly interested and Sir Lee that he can pay since he has suffered of his money, that he has nothing in the interests that he require the credit in the interest account goes toward the payment to reduce the amount of his bill the said Lee, remembers the subject of the payment of 130 (*pounds*) alleged having been done by Ariail, the said sum, he is certain of never having received and satisfied the arbitrators he has asked them to examine all the accounts to find this articles, it is always the constant way of Sir Lees of always giving receipts to avoid any dispute, also the said Ariail keeps his books and can show the registry of the same amount he will give the extraordinary charge, but the real truth is that it was one part of 57 (*pounds*) lent to the rest of the said Ariail will not forget that last April or May, after heMr. Lees, or in the presence of his client he has verified his account, saying with pleasure that their accountsto the last, there was no mention of his 130 (*pounds*) for the retreat that the said Ariail said to have done by the said Mr. Lees. It is properly done of the said Ariail of which the arbitrators were persuaded when this matter was in restless before them. Ariail still alleges that the money was paid.....in the presence of him and Mr. Lees and the clerk.....is ready to affirm that the said Ariail told him the sum was paid in the presence of Mr. Hay that is why he has the right to refuse the oath and avoid the man who denies it. The said Lees would not refuse to arrange the accounts with Ariail except in the embarrassment of his affairs for the departure and his buildings for Europe in which time the said Ariail came to his house for that effect and told him that he owed the said Mr. Lees and when a bill was of Bergevin to pursuit and pay, they will arrange their accounts after and that the balance would then be approximately equal, but what to think of the sentiments of man to man that is coming out to do his speech knowing that he gave in payment the bill to Bergevin and that there is an execution of a way out against his land and interest of this man will pretend to this man that the said Lees will arrange with him and will clear of Mr. Lees and in consequences received Mr. Bergevin's payment.

It is true that the said Lee is receiving of the said Ariail that he legitimately owed and following arbitration has in his hands bill of 900 (*pounds*) valuee that all except those of Bergevin both is not worth 50 (*pounds*) according to him knowing it himself to which of Bergevin he is prepared to pay the expenses for the pursuit and exeutions by the advice of the arbitrators. You have to be bold as the said Ariail to say that the said Sir Lees to resort to pay the said Sir Hay of 9 (*pounds*), 8 (*shillings*), 6 (*Pence*) That Ariail would owe reusable and he would not owe him anything. The said Sir Lees answered to Sir Hay of the sum for Ariail in last February the said Sir Lee only paid since the action because the said Sir Hay didn't ask him, maybe by kindness instead and the said Ariail had since February till November to pay them. He wouldn't have put Sir Lee in a position the said Ariail doesn't pay besides without this sum he has always was the owner of of thirty Louis.

For all that was said the court certainly is convinced of the bold process of the after receiving so many signal from the defendant in keeping his credit that he lost in all the city in his occasions, abusing his kindness that never was meant to treat with precision the said Ariail which with believed to find the interest in the fraud suing the defendant while it is the defendant that is considerably that is why the defendant is hiding the arbitral advice, begging the court to please validate him and in consequence ordered.....

#988
AYLWIN
VS
ARIAIL

ANSWERS to the honorable judges of the communal court of complaints by John Lee, their negotiator [wholesale dealer], of Quebec in order to demonstrate the weakness of the means of opposition of [the

counterpart] the arbitration opinion, given to this court by Messrs. Dumas and Renaud Esq. furnished by the aforementioned Ariail by his most humble representations. All representations by the Aforementioned Ariail are so contradictory and so unfounded, as will be demonstrated afterwards, that nothing will hinder the defender to cede to the aforementioned arbitration opinion. Since there are in the representation between several wrong approaches, frequent repetition of words, notes and results, which provide a malicious base, possibly attracting certain persons who are naturally given to evil thoughts, to draw other [people] in, who are not in a position to instruct themselves sufficiently of the merit of the case [and] which would turn the representation to prejudice the character of the defender, we (he) think it necessary to present, for the sake of justification, and in order to instruct the court of our true belief, to make some remarks in order to prove the contrary of the aforementioned Ariail, which is why the defender request the honorable court to give him their patient and uncommon attention.

But before entering into detail, suffer me, gentlemen, to testify how much the defender is mortified by the displeasure he caused the court lately, on account of the evil pursuit done against him. He implores the court to overlook this. He flatters himself [with the thought] that the lack of politeness and compliance had not taken place, hoping of Mr. Panet, whose good faith was abused by the kind of person Ariail is, who took upon himself this case and pursued it without previously informing the defender, including the ingratitude and bad treatment he received from the aforementioned Ariail, the defender, I say, flatters himself [with the thought] that all this will plead for his excuse and that he will obtain from the court a pardon for his [.....] past.

I to the nature of the aforementioned Ariail who says:

1. That his advociate was not heard together with him in the presence of the arbitrators; those of the defender have not heard him either. But if Ariail had testified that the arbitrators had no objection; Ariail himself had furnished the pieces and given the reasons and he would, no doubt, not have been judged regarding the point he complains of.

2. The notes that were provided, which he knows the arbitrators used in their opinion, were the actual bills of the aforementioned Ariail to Mr. Aylwin about which the arbitrators made a report and the real books of Mr. Aylwin which the aforementioned Ariail nor his bills could deny and which the aforementioned Lee {to them?} has produced for the arbitrators in order to clarify [the matter] to them with greater certainty. Thus you see, Gentlemen, the weight of the proofs; and if in the books of the aforementioned Aylwin the account of the petitioner were not balanced, however regular they may be, whatever it may be, the fact remains that the aforementioned Ariail has not made any arrangement with the aforementioned Aylwin before his departure, although he had in vain sent for the aforementioned Ariail to that end.

3. The arbitrators have then rendered justice in according the bills and the books for the sum of the notes which prove that which was to responsibility to pay to Fremont and Lebrun, which are no simple notes either but, according to the said books, which the aforementioned Ariail admitted himself, was just something had he imposed on Mr. Panet, but to the contrary for that which were the charges of expenses of a certain imposition of the aforementioned Ariail, which the arbitrators all have the taxes before them. **After all [they were] expenses that were absolutely necessary to pay in that time to prevent the inevitable ruin of the aforementioned Ariail,** to which the aforementioned Ariail never made any objection before this action, since the capital was due to Fremont by aforementioned Ariail. The total of expenses were the result of a process insisted to by the aforementioned Fremont. The account being paid for the mentioned sum which is due to Aylwin,caution is advised for the payment of the sum mentioned in case that it has not been received and for what concerns the personal account of the defender to condemn the aforementioned Ariail for the sum forwarded by the said counsel and for the expenses against Bergevin who at the present process offer to turn over the extent of the bills that were mentioned in the aforementioned arbitration and to obtain justice.

#635

Charles Fremont

vs

John Ariail

(64.648)

Having in execution of this writ
seized on certain effects as the
.....sty of the (defendant)
..... them and in the
.....tion as of schedule
the (bid) of the Court for
..... proceedings ---- the said
.....
(also provided), a sale of the
(land, effects), for the purpose
..... (them to said)
..... So answers Nicholas Turner (Esq).

Jacob Rawl
D.P.M.

District of Quebec
Court of Common Pleas

George the Third by the Grace of God of Great Britain, France and Ireland. King defender of the faith and so forth. To the Provost Marshall of the Province of Quebec. Greeting: We command you that you cause to be made of the goods and chattels, (messengeres), lands and tenements of John Ariail x x x x x in your District of Quebec sixty two pounds two shillings x x x x x x x x lawfull money of the Province of Quebec which Louis Freemont x x x by the consideration of the Judges of our Court of Common Pleas recovered against him for a debt and (also) the sum of two pounds thirteen shillings and eight pence like currency which were adjudged to the said Louis Freemont x x x for his damages occasioned as well by the detaining said debt as for his expenses and costs by him laid out about his suit in that behalf whereof the said John Ariail x x x x x is convicted as appears to us upon record and have you that money before (...) Judges aforesaid at our (foa..) paid on the fifteenth day of July next to render to the said Lewis Freemont x x for his debt and damages aforesaid with four shillings more for this Writ. Witness the Hon"ble Adam Mabane and Francis Mounier, Esquires Judges of our said Court of Common Pleas at Quebec this eighth day of February in the ninth year of our Reign.

M.... (Miers)

#635
Fremont
vs
John Arial
1768.

To The Honorable Judges
Of the Court of Common Pleas
The District of Quebec

I, Louis Fremont, (Negt/Negociant) (Perhaps meaning negotiator/wholesaler), living in Quebec, humbly plea, claiming that the amount of 62 pounds sterling, 2 shillings, 3 pence, currently owed by Sir Jean Ariail, merchant, living in this city for merchandise sold and delivered according to the included invoice, (to joint accounts) and as he has no intention to satisfy the petitioner, because of that, I am obliged to plea my case to your justices. Messieurs, would you please permit him (Jean Ariail) to be subpoenaed at your next session in St. Hellaire to force the aforementioned Sir Ariail to pay to the petitioner the aforementioned sum of 62 pounds sterling, 2 shillings, 3 pence so that what is due (Mr. Fremont) will be paid back and justice will be served.

Signed: Jean Baptiste LeBrun

The following request has been signed by my Clerk and undersigned by Jean Ariail and (given to him) today, the 13th of Jan 1769.

Signature: Unreadable

Note: Another translation and original copy of French text may be found in the Ariail Archives.

#635
Freemont vs. Arial
F-1769

The warrant of the other part was signified by me undersigned bailiff to the said Jean Arial, merchant, living in this city in his house next to (Ja..erson) and I have ordered him to be present at the day, place and time indicated before the honorable judges of the Court of Common Pleas, and I have given him copy this 13th day of January 1769.

Signed:
(Unreadable)

District of Quebec
Court of Common Pleas

George III. By the Grace of God of Great Britain, France, Ireland, King defender of the Faith, etc. etc.

To the Provost Marshall of the Province of Quebec or to his (unreadable word) Greetings: We order you to assign Jean Arial, living in Haute-Ville (perhaps upper village), in the District of Quebec, so that he appear before the judges of the Court of Common Pleas of the District in the Council Chamber on the 20th --
----- (unreadable word) at nine o'clock in the morning, to answer to the request of Sir. Louis Fremont, wholesaler. ----- (the following line is unreadable even with a magnifying glass, but from one or two words it seems that it says that the request of Fremont should be presented to Arial with the present order). (The next following line cannot be read either except that it says that it is to his risks – the word {notre peril/our peril} – if he does not obey this order).

By Francois Mounier, Esquire, Judge of our said Court of Common Pleas at Quebec the 12th -----
- January 1769, in the 9th year of his reign.

By Order of the Court.
D. (unreadable)

#635

February 25, 1769
Inventory of Ariails
effects and obligations of
John Lee's Asgt.

Charles Freemont

vs.

John Ariail
1769

Quebec, January the 31st, 1769.

Inventory of all the merchandises belonging to Jean Ariail residing in Quebec.

SCAVOIR

Page 1.

		#	S	D
48 yards cotton 5/4 at	3/			
48 yards cotton 5/4 at	3/	7	4	
21 1/2 yards green terry cloth	5/	5	7	6
11 3/4 yards brown terry cloth	5/	2	18	9
6 1/3 yards blue terry cloth	5/6	1	14	9
20 1/3 striped callimangue (Material)	1/6	1	10	6
25 2/3 striped camelot (Marterial)	1/3	1	12	1
24 pairs of large shoes at	3/	3	12	-
6 pairs of pump shoes (dancing shoes) at	4/6	1	7	-
1# blue starch at	1/6	-	6	-
26 augers (spins tools) at	11 5/4d(pence)	-	2	8 1/2
2 doz. fans at	7/	-	14	-
1 1/2 doz. linen handkerchiefs at	7/	-	10	6
2 boots of lined tarpaulin at	3/	-	6	-
2 pieces colored ribbon at	9/	-	18	-
2 pieces braid of thread (wire stripe) at	4/6	-	9	-
1 1/2 dozen small knives at	2/	-	3	-
10 yards of linen (sieve/screen) at	1/8	-	16	8
6 pairs of shoes for women at	4/3	1	5	6
12 pairs of copper balls (per dozen) at	6/6d(pence)	-	6	6
3 harness for horse at	6/	-	18	-
16 double cotton bonnets at	15/ (a dozen)	1	-	-
9 pieces of moralis at	18/	8	2	-
7 striped (blocked) bonnets (per dozen) at	12/	-	7	-
1 piece of garlax, 31 yards at	1/	1	11	-
15 yards of cottil (under petticoat material) at	1/4	1	-	-
1 piece of checkered linen of 42 1/2 yards at	1/3	2	12	1 1/2

18 1/2 yards checkered linen at	1/3	1	3	1 1/2
17 1/2 yards of checkered linen at	1/3	1	2	10 1/2

	Halifax Currency	49#	0S	7D

Page 2.

Summary of the first page (amount of the other part) 49 Pounds
0 Shillings
7 D

4 white linen shirts at	5/	1	-	-
2 pieces of flowery camelot (material) at	62/	6	4	-
22 yards English woman's fabric (material) at	1/10	2	0	4
11 yards strong devil at	2/3d 3/4	1	0	5 1/4
70 yds flowered callimangue(material) in 3 remnants at	2/	7	0	0
49 1/2 yds striped callimangue in two remnants at	1/	2	9	6
1 checkered suit(dress) with golden buttonholes	-	1	5	-
38 yards false lace(fake braids) at	/3	-	9	6
47 dozen wooden shredder at	2/6	5	17	6
26 dozen penknives at	2/	2	12	-
71 yards large wide linen(canvas) at	1/3	4	8	9
34 yards small wide linen(canvas) at	/9	1	5	6
1 small piece morlaix cloth(canvas)	38/	1	18	-
Note: Morlaix is probably a brand name, perhaps imported from town by same name in France.				
52 1/2 yards small width linen(canvas) at	/9	1	19	4 1/2
3 dainty(fine) hats, No. 15, at	10/	1	10	-
5 larger hats, No. 15, at	5/	1	5	-
10 large hats, a dozen, at	20/	-	16	8
2 small round hats	1/6	-	3	-
9 hide(leather) pants at	1/3	-	11	3
55 pairs of men's socks at	1/8	4	11	8
7 paris of children's socks at	2/	-	1	2
2 dozen big socks at	8/4	-	16	8
14 pairs of big socks, a dozen, at	12/	-	14	-
10 pairs of men and womens drappes(warps/cloaks) at	2/the pair	1	-	-
14 pairs of thread(wire) at	2/	1	8	-
15 pairs of fine wool at	2/6	1	17	6
10 pairs of womens stockings at	2/	1	-	-
9 pairs of handcuffs at	1/3	-	11	3
17 striped wool bonnets(hats/caps) at	6/a dozen	-	8	6
2 1/2 dozen large bonnets (hats/caps) at	4/	-	10	-
2 large (heavy) bonnets(hats/caps), a dozen, at	30/	-	5	-

	Halifax Currency	106#	_S	1 3/4D

Page 3

Summary or amount carried over from previous page against the Halifax Currency:
106 Pounds
0 Shillings

	1 3/4 Pence			
2 big (heavy) bonnets(hats/caps), at Note: Bonnets may have been draped or scarf covered.	1/3	-	2	6
25# rose colored cut-end cloth at Note: This could have also been 25 pounds of Pink medical rice powder.	/3d(pence)	-	6	3
33 dozen knives with wooden handles at	1/3	2	1	3
5 dozen knives with spring (blades) at	3/	-	15	-
23 dozen knives with spring (blades) at	2/6	2	17	6
7 large butcher knives	/6	-	3	6
2 1/2 dozen large scissors at	4/	-	10	-
1 1/2 dozen medium scissors at	3/	-	4	6
1 dozen of razors at	4/	-	4	-
4 dozen small combs, per dozen, at	6/	1	4	-
1 & 1/2 dozen of large ivory combs at	12/9d	1	1	-
6 thousand thumb tacks at	1/16	-	9	-
2 large buckles for lady's garters at	30/and two	1	10	-
2 dozen large buckles at	4/	-	8	-
1 package of buttons	-	-	4	-
5 1/2 dozen buckles for dress collars at	2/3	-	12	4 1/2
3 gross of day buttons/buttons with openings at	20/	3	-	-
2 gross of other buttons, small & large at	10/	1	-	-
11 dozen display seals (watch stamps) at	1/6	-	16	6
1 gross sleeve buttons at	-	-	4	6
1 dozen 3/4 penknives with 2 knife blades at	3/	-	5	3
3 safety pins (scarf pins/breast pins) at	6/	-	18	-
1 large safety pin (scarf pin/breast pin) at	10/	-	10	-
3/4# No. 22 thread at	17/	-	12	9
1/2# No. 13 thread at	9/	-	4	6
3# coarse thread at	4/	1	12	-
1# No. 24 & 18 thread at	17/	-	17	-
2# coarse thread in a skein at	3/	-	6	-
1 1/2# silken sewing thread at	40	2	10	-
1 3/4# goat fur (beard of nanny goat) at	10/	-	17	6
3# material for knitting/knitting needles at	1/3	-	3	9
Skewers for roasting/cooking carcasses	-	-	5	-
10 tooth brushes	2/	-	1	8
1 dozen horn combs	-	-	2	-
5 thousand pins at	1/6	1	2	-

	Halifax Currency	133#	1S	5 1/4D

Page 4.

Amount of the other part..

	133 Pounds			
	1 Shilling			
	5 1/4 D			
2 dozen of eyeglasses at	2/6	-	5	-
2 sticks of shoe wax	/9	-	1	6
3 Cardboard snuffboxes at	11/	-	2	9

1 lot of black ribbon for	20/	1	-	-
4 pieces of black and of colored ribbon	8/	1	12	-
3 gross of tassels at	11/	1	13	-
2 gross garter tassels at	14/	1	8	-
Silk handkerchiefs	2/	-	-	-
5 silk handkerchiefs	2/6	-	12	6
1 silk handkerchief	3/	-	3	-
4 black ties at	40/	-	13	4
5 black handkerchiefs at	66/	1	7	6
1/2 gross of silk ribbon	21/	-	11	-
13 1/2 yards bazin (material)	1/8 1/4yds	-	18	9 1/4
1 piece of large floral bazin	50/	2	10	-
25 yards of fine linen No. 250	3/4	4	3	4
12 yards of less fine linen	2/3	1	7	-
35 yards of slate-colored Callimangue (material)	1/2	2	-	10
1 42 yard piece of blue Callimangue (material)	1/3	2	12	6
30 yards of light blue slate callimangue (material)	1/3	1	17	6
32 yards of green callimangue (material)	1/3	2	-	-
12 yards of black callimangue (material)	1/3	-	15	-
8 3/4 yards of red callimangue (material)	1/6	-	13	1 1/2
7 yards of crimson at	2/	-	14	-
3 pieces of suede	45/	8	15	-
22 yards of suede	1/2	1	5	8
37 yards of brown suede	1/2	2	3	2
8 yards of large white suede	1/	-	8	-
7 1/2 yards frill material for caps	1/2	-	8	9
8 yards of fine cotton	1/10	-	14	8
17 yards malmolle (material) at	4/	3	8	-
10 yards muslin (cotton) at	3/	1	10	-
1 piece of dark brown indian material	48/	2	8	-

Halifax Currency 183# 4S 4D

Page 5

Summary (of the above) against the Halifax Currency.

183 Pounds
4 Shillings
4 Pence

11 1/2 yards indian at	2/3	1	5	10 1/2
11 1/2 yards indian at	2/3	1	5	10 1/2
16 1/2 yards of striped netting material at	2/6	2	1	3
8 yards of striped floral	2/11	1	1	4
4 yards of striped (material) in two remnants at	3/	1	13	-
4 1/3 yards of striped (material) in two remnants at	2/3	-	9	9
11 yards of brown sheets at	5/ 3/4	2	15	8 1/4
10 3/4 yards of grey sheets at	2/ 1/2	2	14	2 1/4
yards of grey sheets at	5/6	-	-	-
1 3/4 yards of fine cadis (material) at	3/	1	3	3
10 yards of coarser cadis (material)	2/	1	-	-
42 1/2 yards of brown flannel	1/8	1	-	10
5 1/2 red terry cloth at	3/4	-	18	6
48 cotton handkerchiefs at	1/5	1	5	6

6 cotton handkerchiefs at	1/3	-	7	6
8# (Chinese) Bohea tea at	4/2	1	13	4
3# bluestone at	1/3	-	3	9
6# of pepper at	2/2	-	13	-
8 large pipes at	2/4	-	18	8
1/2 crate of glass of 6/7 (6 on 7) at	39/	-	19	6
3 thousand cover nails at	10/	1	10	-
6 reaping-hooks (sickles) at	/6	-	3	-
20# of Raisins (grapes) at	/3 1/2	-	5	5
3 pairs of youth socks	2/3	-	6	9
1 pair of cotton socks	3/	-	3	-
1 golden Brandebourg vest	15/	-	15/	-
2 pairs of guns (probably revolvers)	15/	1	10	-
2 small bells	3/6	-	3	6
4 cudgels (a short, thick club)	1/	-	4	-
for (as regards) paper	10/	-	10	-
6 1/2 yards of blue flannel at	2/	-	13	-
19 yards of white molton	1/8	1	11	8

The amount of the merchandises on the other (previous) pages. 214# 10S 5 1/2D

Page 6

Amount of the other pages. 214 Pounds
10 Shillings
5 1/2 Pence

100 gallons of Rum at	2/9	13	15	-
80 gallons of Caudevie de bled at	2/	8	-	-
Note: probably an alcoholic drink.				
A house within the suburb of St. Jean which cost me		29	3	4
A part of land in the Royal Suburb (Charlesbourg Parish)		12	10	-
1 Keg/container of liquor of 17 gallons at	2/6	2	2	6

280# 11S 3 1/2d

Varied furniture and generally all my housekeeping to which I figure approximately 100 Halifax currency. 100 - -

Halifax Currency 380# 11S 3 1/2D

List of all that might be by my bill or my bank book.
(Note: perhaps should read: Remainder of what may be the number of bills in my cash book - cash on hand)

SCAVOIR

For the sake of various persons for promissory notes and postponed accounts put into the hands of Mr. John Lee, Esquire, according to the attached list. 2803# 10D

(Note: Could also read: By different persons, by bills and accounts given in the hands of Mr. John Lee, Esquire, according

to the attached list)

Another list of promissory notes owed to several others:

(May read: one other list of bills by different ones.)

Rene Cartier as regards promissory note and account balances	457	15
Bartheleme Canuleun for the sake of his promissory note	219	12
Ant. Buisson presently being held at Montreal	20	1
Clement Choret for the sake of his promissory note	70	18
Pierre LaBreehe for the sake of his promissory note	39	18
Ant. LeBlanc for the sake of his promissory note	6	16
Pierre Barbot for promissory note	12	6
Mr. LeChevalier LaDuranlaye (Rev:du/ud?)	24	-
Clement Delisle for promissory note	5	13
Germain Langiven for promissory note	54	14
Charles LaBerge for promissory note	29	-
Francois Goulet for promissory note. (Jean Baptiste) Roe	111	-
Charles Valle for promissory note	42	-
Francois Allard for promissory note Charlesbourg	141	19

Amount of the two lists of promissory notes and
and accounts in shillings of the province.

4039# 2S

Total: 4,039 Pounds
2 Shillings

(Jims note: Look at how much money John Ariail owed his father-in-law, Francois Allard. It came to 141 pounds and 19 shillings. That was about the price of two average size houses during that early time.)

Page 7.

List of my debts owed by me according to the following specifications.

SCAVOIR.

Pierre LaMuirque owes	4	17
Madame Piemont	13	17
James Word	18	10
Michel Valle	5	-
Simon DeLaurette	3	12
Frane Pasqual	2	4
Jean Bauche	4	7
Michel Foster	37	10
Thomas Canon	4	12
Thomas Livet	12	-
Caimplair	9	4
Jean LaBerge	6	15
Mr. Girard Thompson	5	7 1 #

128 S

Derge	12	3
Chevalier Aur Choveau	5	5
Mr. Berthin	8	10
Pierre Damme	10	14
Joseph LeBedeau	7	16
Jean Ferre	16	13

Joseph Dupere	4	13	
Mr. Bourgeas	3	-	
LeForge	7	13	
Barbo Menusier	13	4	
Joseph Villeux	4	7	
Charles Allard	5	11	
Chamard	4	-	
Francois Maros	10	8	

			113-17
Mr. Galien	10	-	
Clement Dannors	97	18	
Francois Brisset	13	3	
Charles Moreau	25	3	
Mr. Grandchamps	12	18	
Cosse	3	9	
Francoise Allard fils	27	10	
Francois Allard pere	22	11	
Charles Flammant	8	4	
Charles Tellier	6	19	232# 10

Page 8.

Amount of the other part.

232 Pounds
18 Shillings

Mack Hujot	27	7	
Louis Trudel	40	3	
Chevalier fils	7	6	
Joseph Petitclair	15	12	
Nicolas Davis	25	19	
Jean LePine	17	2	

			371# 19S
Antoine Parent	6	18	
Charles Bernard	17	11	
Francois Goulet	22	12	
Charles Levereau	74	11	
Henry Mongeon	10	1	
Baptiste Savard	5	18	
Joseph Dallair	32	19	
Charles Valle	2	14	
Charles Harnors	7	1	
Germain Cangivin	9	2	
Marie Cangivin	9	-	
Joseph Sylvain	31	14	
Ponsant Huissier	3	14	

			233# 12S
Baptiste Mondor	5	14	

Pierre Bescau	4	-	
Guillaume Cardinal	17	2	
Mariou Forgeron	11	15	
Duarreau pere	3	-	
Jaipus Pasgual	20	-	
Tibeau	1	8	
Jean Cardinal	2	12	
Pierre Montrecul fils	13	18	
Dumas Charbix	2	8	
Challe Auclair	1	16	
Alexis Dery	9	12	
Francois Prou	1	4	
St. Pierre dit Omettre	2	10	
Godon	1	5	
Ignace Morsan	4	15	
Berteoieme Borclanger	4	17	107-16

941# 7S

Page 9.

Amount of the debt(obligations) of the other part:

941 Pounds
7 Shillings

Morice Bertin	1	17	
South Fraser	1	10	
Mr. M'clun	1	8	
Joseph Maillot	3	8	
Moreau LaForme	1	7	
Chabot Chatin	2	12	
Badeau LeMenuinix	2	18	
Cisette Charlan	1	16	
Etienne Chamberlan	3	12	
Cavigueueur Delt Roch	1	16	
Dauteuil	4	8	39-11

980-18

Francois Philibot	2	8	
Joseph Parent	1	7	
Bello LaRose	2	5	
Mr. Oneil Meniusix	3	3	9-03

Shillings of the province

990-1

Recapitulations of all my possessions in general

In inventoried merchandises	5721#	10S	
For the remainder of my cherished personal property (furniture left at my place)	2400	-	
In debts owed to Mr. John Lee.	2803	10	
As per another list of promissory notes	1235	12	
As per other list of attached joint accounts	990	1	

A house in the suburb of St. Jean	700	-
A lot in the Royal suburb in Charlesbourg	300	-

Shillings of the province	14150#	13S

14,150 Pounds
13 Shillings

Quebec, the 31st of January 1769
Signed: Jean Ariail

I co-signed in consideration the contents of the documents giving me bail and responsibility to Sr. Rosse, deputy Provost Marshall, for the sum put to execution in the hands, obliging in case a sentence is pronounced against me regarding the abandonment.

Translation of the above given to me by Jacques Genest reads as follows:

I, undersigned, in consideration of the content of the preceding writings, do act as guarantor and declare myself responsible to Sir Ross, Deputy Provost Marshall for the sum assigned in execution in his hands, obliging myself, if a sentence was rendered against me for not doing so (condensed wording) to pay any sum of money as well as other fees that would be imposed by a judge. In faith of what I have signed the present in Quebec the 28th of February 1769. John Lees.

There were some of the court records that were of such a nature that they could not be translated because of the poor handwriting. These records are recorded below in order that future generations may look at them and perhaps provide a translation. The number on this record correlates to the inventory number that precedes these documents.

Remun
e
anab

F 1769

Le warrant de l'autre part a esté
signifié par moy huissier soussigné
aup. Jean aris marchand de
meurant en ceste ville de son
domicile en partant a la personne
et j'ay soussigné et retenu au jour
lieu et heure y indiqués devant
des honorables juges de la cour des
plaidoyers communs, et lui ay
laissé copie en ce jour huy treiz
janvier 1769

J. L. G.