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AN
HISTORICAL NOTICE

ON THE DIFFICULTIES ARISEN BETWEEN THE
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AND
CERTAIN INDIANS, AT OKA, LAKE OF
TWO MOUNTAINS.

A MERE CASE OF RIGHT OF PROPERTY.

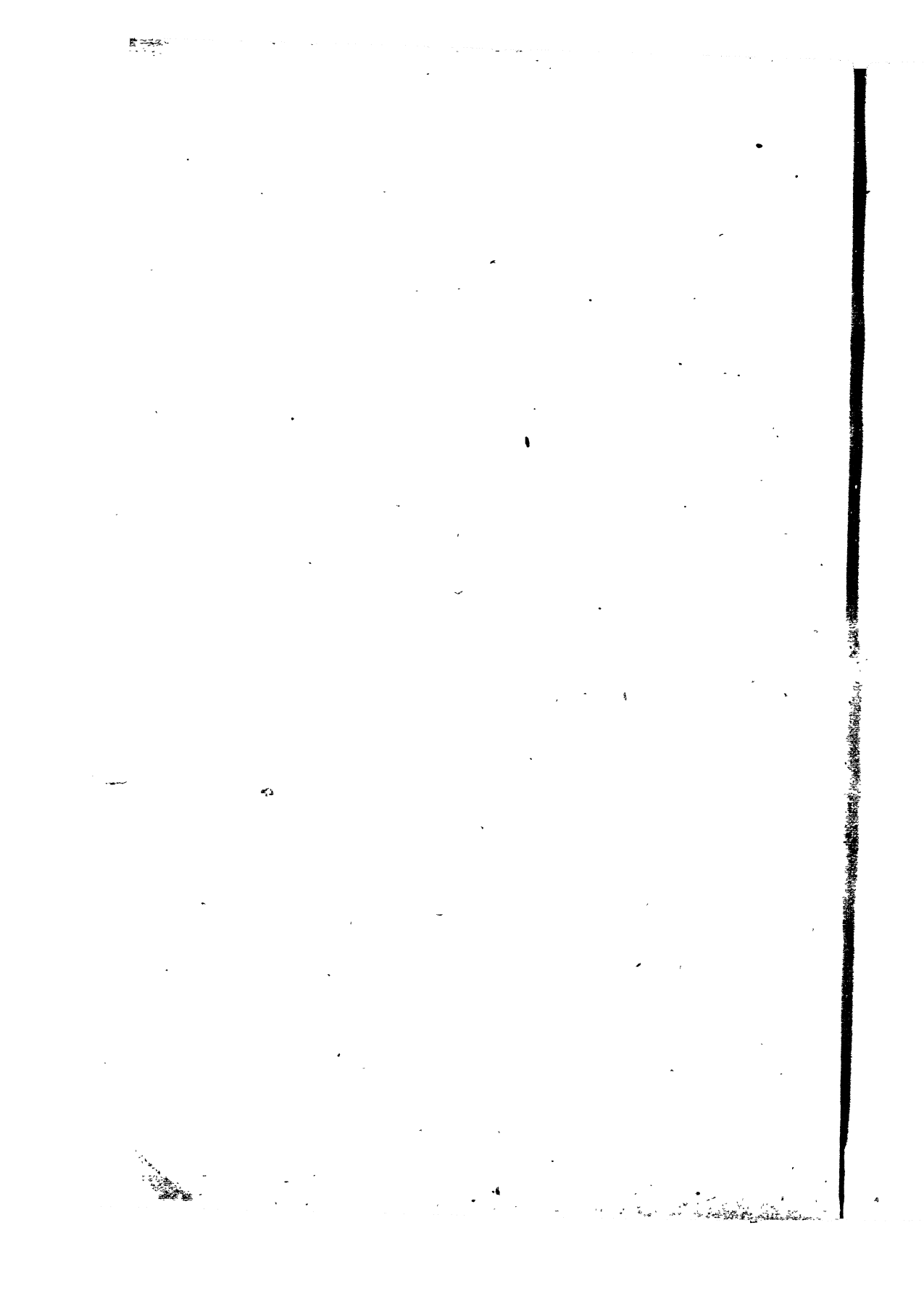
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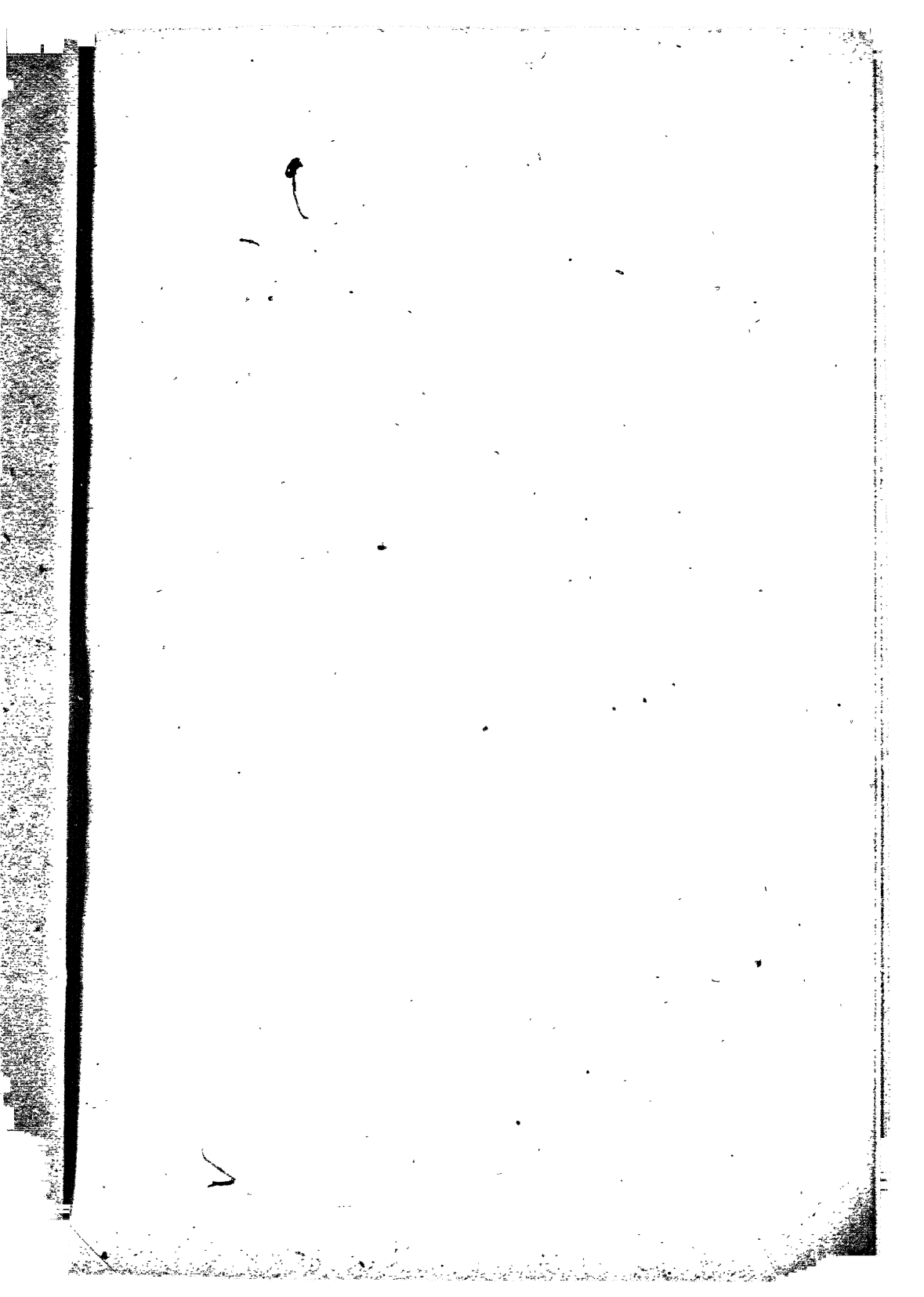
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MONTREAL
LA MINERVE STEAM PRINTING JOB OFFICE,
212 & 214, Notre-Dame Street.

1876







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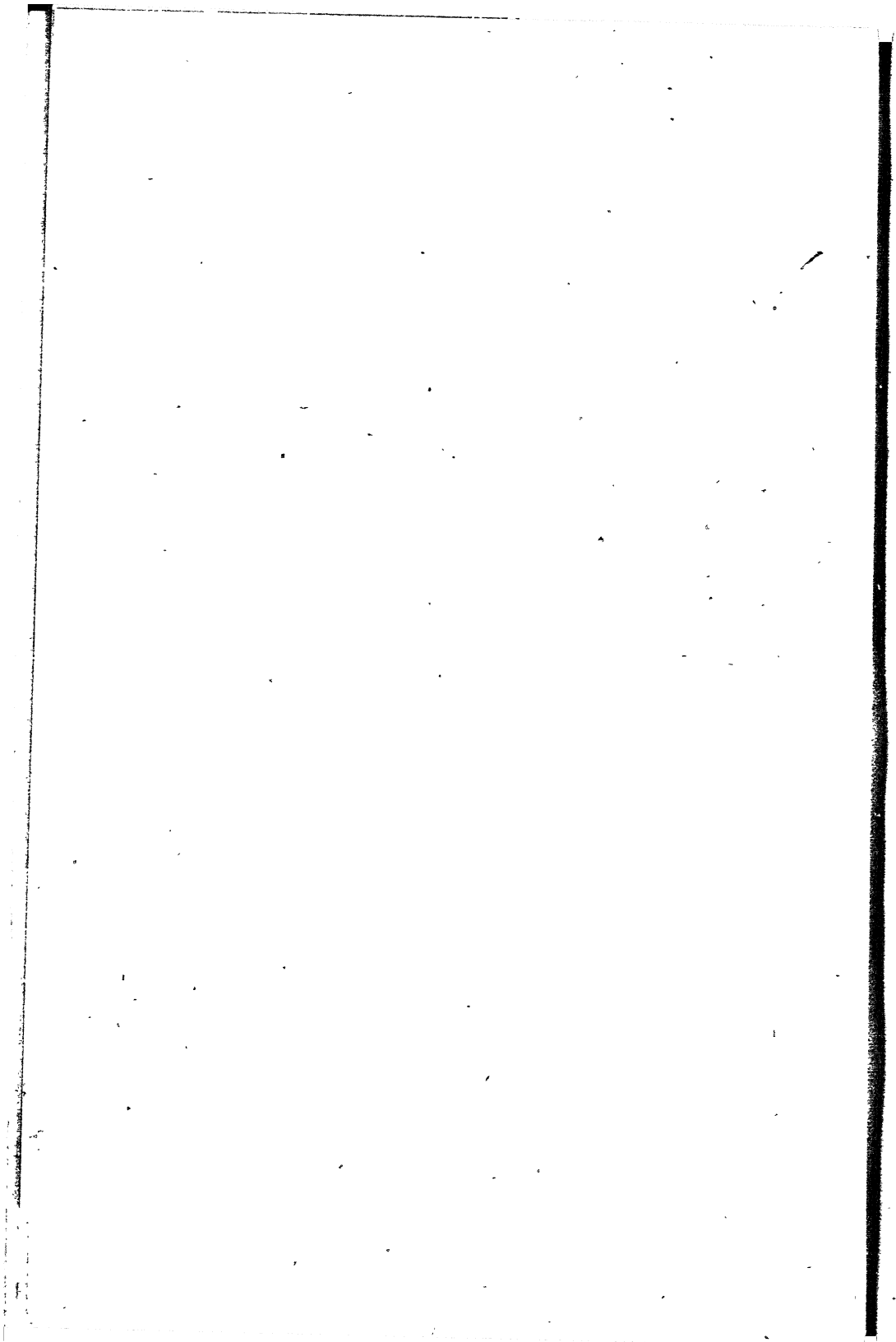
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AN
HISTORICAL NOTICE

ON THE

Difficulties which have recently arisen between the Gentlemen Ecclesiastics of the Seminary of St. Sulpice of Montreal,

AND

Certain Indians of the Iroquois and Algonquin Tribes, residing at Oka, Mission of the lake of Two Mountains.

PRELIMINARY REMARKS.

Before exposing the following facts and documents, it seems proper to remark, once for all, that it has always been the rule of conduct of the Seminary of St. Sulpice of Montreal, not to defend its acts in the public prints; and it is hoped that the public will be just enough to acknowledge that this rule of conduct has been faithfully observed on the not unfrequent occasions when attacks that were unjust and more or less violent, have been directed against it.

If therefore on this occasion, the Seminary departs from its ordinary rule, it is to satisfy a general desire manifested and expressed by a large number of respectable citizens,

both Catholics and Protestants, and because existing circumstances appear to demand it.

If the attacks lately directed against the Seminary could injure it alone, its accustomed silence would not be broken ; but in this instance these attacks are evidently levelled not only against the Seminary but also against the other religious Communities, and against Catholics in general.

In proof of this we may state that certain journals of this city have announced the establishment of a Protestant defensive association ; against whom is it directed ? Against Catholics ; and this on the occasion of a question which is purely judicial, the usurpation of a right of property, judged and condemned by the Superior Court in the month of October last ; since then every stratagem has been employed to convert it into a question of religion by surrounding it with mistaken and false assertions.

By these persistent assertions of statements entirely devoid of truth, certain journals of Montreal have too well succeeded in existing public feelings and enkindling religious strife.

It was a painful sight to witness Citizens otherwise respectable, even protestant ministers, give to these errors the form of resolutions at a public meeting lately held in Montreal, and then and there founding exciting speeches on those palpable errors in the view of stirring up the public mind against catholics.

However painful the word it must be expressed, had these persons desired to bring on a religious and civil war, they could not employ more efficient means to succeed.

In the presence of such facts, the Seminary believed that the public good and that harmony which, it is so important, should reign amongst the different religions of this country, obliged them to break their accustomed silence and give a faithful recital, and an exact explanation of the occurrences that have taken place at Oka these last years ; occurrences which certain journals have not ceased to present to the public in the most untruthful and unjust manner.

This short work establishes in the first chapter the incontestable rights of the Seminary to the Seigniorship of the Lake of Two Mountains; rights too little known even in the present day, since this ignorance of them has been the occasion of unfounded and unjust attacks against the Seminary.

The 2d chapter treats of the fulfilment of the obligations of the Seminary towards the Indians.

The 3rd exposes the conduct of the Indians towards the Seminary.

The 4th and last contains an exact statement of the last suit relative to the methodist chapel at Oka, the judgment rendered in that case, and its execution by judicial authority. It is followed by a Conclusion.

The Seminary has but one object in view, to satisfy all just and impartial minds by a recital of the facts in their simple truth.

CHAPTER I.

THE RIGHTS OF THE SEMINARY.

TITLES.

At Quebec the 17 October 1717 at the request of the said Gentlemen, shewing, that it would be to the advantage of the Mission of Indians at the "Sault au Récollet" in the Island of Montreal under their charge, that they should be immediately removed above the Island on the lands to the North West side of the Lake of Two Mountains, Phillip de Rigaud marquis of Vaudreuil, Commander of the Military Order of St. Louis, Governor and Lieutenant-General for the King for New France, and Michel Bégon, Knight, Seigneur of Picardi, Murbelin and other places, Councillor of the King, in his Councils, and in the Parliament of Metz, Intendant of Justice-Police and Finance in New-France, in virtue of the powers to them conjointly given by His Majesty, gave and *conceded* to the said Gentlemen the Ecclesiastics of the Seminary of St. Sulpice, established at

Montreal, a land of three leagues and a half in front to commence at the rivulet which falls in the Great Bay of the Lake of Two Mountains in ascending the said Lake of Two Mountains and the St. Lawrence (Now the Ottawa) by three leagues in depth ; *to be enjoyed in perpetuity* by the said Gentlemen Ecclesiastics their Successors and assigns, *even should the said Mission be taken away*, in full property, under the title of *Fief and Seignior*y, with the right of High and Low Justice, with the right of Hunting and Fishing as well within the limits as in front of the said Mission on the said Lake and River, on condition that they will at their own cost, make all necessary outlay for the removal of the said Mission, and construct or build at their own cost a Church and Fort of stone for the security of the Indians, according to Plans, the said Buildings to be finished in the space of two years, and on the obligation of Fealty and Homage, of residing or causing to reside (*tenir feu et lieu*) on the said concession, to preserve the oak timber fit for the construction of vessels which may be found on the land which the said Gentlemen reserve for building their principal manor, that they also reserve the oaks on those particular concessions partly under cultivation, made or to be made to their tenants, and to give notice to the King or Governor and Intendant of all mines or minerals if any are found throughout the extent of the said Fief and Seignior—also to leave all necessary road and passages, to *concede* the said Farms in fee simple under the title of cens of *twenty sols* and ~~one~~ capon for each arpent of land in front by forty arpents in depth and of six "*deniers*" of cens, they being obliged to take possession or confirmation of the said concession within one year of the day of such concession—under pain of nullity.

In conformity to the desire expressed in the said concession, it was *approved* by His Majesty Louis, King of France on the 27 April 1718 in its whole tenor in Virtue of his "*Brevet*" *Royal Order*, signed with his signature the said day 27 April 1718, save that a delay of seven years was

granted to the said Gentlemen for the construction of the said Church and Fort in Stone, instead of two years mentioned in the original deed of concession.

His Majesty by the said *Order* "Brevet" permitted moreover to the said Gentlemen Concessionners to sell or give at a higher rate the lands that would have at least one quarter cleared, and ordered. that the said "Brevet" be Enregistered at the Superior Council at Quebec for all reference that might be needed.

The 2 October 1719 this "Brevet" of concession according to His Majesty's order was enregistered at the office of the Superior Council at Quebec.

It was again enregistered at the Registry Office of the Provincial French Registry the 14 June 1765, after the Cession of New France to England, and it had been before enregistered at the Office of Fealty and Homage.

The 26 September 1733 on the demand of Sieur Normand, Priest, Superior of the Seminary of St. Sulpice established in the City of Montreal, Charles Marquis de Beauharnois, Knight of the Military Order of St. Louis, Governor and Lieutenant General for the King in New-France, and Gilles Hocquart, Knight, Councillor of the King, in this Council, Intendant of Justice, Police and Finance of the same Country, in virtue of the joint powers to them given by His Majesty, gave, granted and conceded to the said Gentlemen Ecclesiastics of the Seminary of St. Sulpice, the extent of land, not then conceded, comprised between the lines of the Segniory belonging to the representatives of the late Sieurs de Langloiserie and Petit, and that of the Seigniory of the Lake of Two Mountains belonging to the said Seminary, by the front of about Two Leagues on the Lake of Two Mountains, the said land abutting on an angle formed by the two lines above mentioned, of which the "Rombs de Vent" were then regulated, with the Ilands and Ilets not conceded and sand Bars adjacent, to the said extent of Lands, to be enjoyed by the said Gentlemen

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Ecclesiastics of the Seminary of St. Sulpice *their Successors and assigns for ever*, under the title of Fief and Seigniorv and other privileges, on condition of paying Fealty and Homage, at the Castle of St. Louis at Quebec, of which they are depending, with the usual rights and claims, according to the Custom of Paris, also at the ordinary charges and obligations of concessions, being obliged to take confirmation of the same within the year.

The first March 1735, His Majesty Louis, King of France, having taken cognizance of the said concession of the 26 September 1733, and having taken cognizance also of the Brevet of the 27 April 1718 by which he had conceded to the same Seminary the said Seigniorv called the Lake of Two Mountains, and wishing to favour the said Gentlemen Ecclesiastics of St. Sulpice, He by his «Brevet Royal,» signed with his hand, ratified and confirmed the said concession, wishing that the said Ecclesiastics, their successors and assigns should enjoy it in perpetuity, under the title of Fief and Seigniorv, under the charge of paying Fealty and Homage to His Majesty the King, without however being obliged to pay to His Majesty nor to his successors, any right of indemnity nor other fines, for any cause whatever, no more than for the lands to them conceded on the Lake of Two Mountains, by the Brevet of the 27 April 1718, (nor to give by or on account of said concession «Man living or dying,» «*Homme vivant ou mourant* ; » if they be charged therewith they are hereby discharged from such).

And whereas the said Gentlemen the Ecclesiastics of St. Sulpice have represented to Him that the transfer of the Mission of the Indians from the Island of Montreal to the Lake of Two Mountains, the stone Church, the Presbytery and a Fort of wood which they had built, had caused them a large expenditure over the value of the lands conceded to them by the present Brevet and by the one of 1718, His Majesty has *discharged* the said Gentlemen Ecclesiastics of St. Sulpice from making the said stone Fort and from all other works except those already made on the lands of the said conces-

sion of 1718, to which he was pleased to add three leagues in extent on the depth, of which he likewise made gift and concession to the said Gentlemen Ecclesiastics, who were to possess them in *full ownership* and Seignioty as well as the old land of the said first concession, which by this means will be six leagues in depth, these said concessions being restricted and subjected to the conditions herein above, under pretext that they were not stipulated in the concession of 1733, nor in the Brevet of 27 April 1717.

The 12 October 1735 this last Brevet of concession, by the order of His Majesty, was registered in the Registry of the Superior Council of New France, to be executed according to its form and tenor.

The 11 January 1765 it was presented and received at the office of the Registries at Quebec, and enregistered in the French register in the said office the 14 June of the same year 1765, and this after the cession of Canada to England, having been first registered in the Register of Fealty and Homage.

In virtue of the concessions aforesaid and the different "Brevets" Royal above mentioned, the Gentlemen the Ecclesiastics of the Seminary of St. Sulpice of Montreal took possession of the said Fiefs and Seignioty and have ever since possessed and now possess them as Proprietors.

They therefore possess as such *Animo Domini* the land conceded to them in the first place, since one hundred and fifty eight years, and that conceded in the second place nearly one hundred and forty two years.

The said Gentlemen Concessionaires have conformed themselves in all respects to the charges and conditions imposed on them by the said concessions.

In the delay granted, they effected the removal of the Mission of the Indians from the Island of Montreal to the Lake of Two Mountains and constructed in the last mentioned place the stone church and other works exacted of them in the said Royal *Brevets*.

The said Gentlemen Ecclesiastics have thus possessed the said Fiefs and Seigniorly as *Seigneurs* and Proprietors of the same as well under the Dominion of France as under the English Rule.

Even by an ordinance of the Special Council of the heretofore Province of Lower Canada passed in the third year of the Reign of Her Majesty Queen Victoria, chap. 30, (1841) and intituled " Ordinance to incorporate the Ecclesiastics of the Seminary of St. Sulpice of *Montreal*, to confirm their title to the Fief and Seigniorly of the Lake of Two Mountains and to the Fief and Seigniorly of St. Sulpice in this Province, to effect the gradual extinction of the Seigniorial rights and dues, and for other purposes. " the Gentlemen of the Seminary were duly incorporated under the name of the Ecclesiastics of the Seminary of St. Sulpice of Montreal " and their rights and titles to the said Seigniorly of the Lake of Two Mountains, and to all and every the Domaines, Lands, Reserves, Buildings, Messuages, Tenements and Hereditaments situated within the said Seigniorly, were confirmed and declared good, valid and effectual in Law, as fully and amply, in the same manner and to the same extent as the Ecclesiastics of the Seminary of St. Sulpice of the *Faubourg St. Germain* in Paris or of the Seminary of St. Sulpice of *Montreal*, conformably to the constitution, before the eighteenth day of September 1759, or of the two Seminaries, or of each one of them, could or might do or had the right to do, or could or might enjoy, do and dispose of the said rights and titles, or of any part of them before the said last mentioned epoch.

By the said ordinance it was further ordained that the Community of the Ecclesiastics of the Seminary of St. Sulpice of *Montreal* and their Successors should be invested with the said Seigniorly of the Lake of Two Mountains, of all and each the Domaines, Farms, Buildings, Messuages, Tenements and Hereditaments whatsoever, to, by them the said Gentlemen Ecclesiastics of the Seminary of St. Sulpice of *Montreal* and their Successors and assigns, have and

to hold, possess, to do and enjoy the same as the true and legal proprietors and possessors of the same and of all and every portion thereof for the sole use and advantage of the said Ecclesiastics of the said Seminary and of their Successors, in perpetuity, under the terms, clauses and conditions expressed in the present ordinance, that is to say, amongst other things, the Mission of the Lake of Two Mountains for the Moral and Religious instruction of the Algonquins and Iroquois Indians.

In virtue of 41 Chap. of the consolidated statutes of Lower Canada, intituled, "Act concerning the abolition of the Seigniorial Tenure and the feudal rights and dues," section 66, the said Seigniory of the Lake of Two Mountains fell under the disposition of the said Act under certain modifications.

Nevertheless it is enacted by section 71, that the lands not conceded in the said Seigniory should be the absolute property of the said Seminary in free and common Soccage, and that they could sell any of these lands or any other immoveable to them belonging, and dispose of them either for money or for "rentes foncières rachetables," the products of such sale to be placed or invested according to law.

Such are the titles of the Gentlemen of the Seminary of St. Sulpice of Montreal to the property of the Fief and Seigniory of the Lake of Two Mountains, perfect and incontestable titles, established, recognised, confirmed and ratified by the Dominion of France and England, and by the Legislature of this Country, under the sole condition that the Seminary should provide for the religious and moral Instruction of the Indians, Algonquins and Iroquois, of the Lake of Two Mountains; of the validity of these titles there can be no doubt, and since the Act 1859, the Gentlemen of the Seminary *have the absolute property in free and common soccage* of all the *unconceded lands* in the said Seigniory.

CHAPTER II.

THE FULFILLMENT OF THE OBLIGATIONS BY THE GENTLEMEN OF THE SEMINARY.

Now let us see if the Gentlemen have fulfilled as well towards the Government of France as towards the English Government, the obligations imposed on them as well by the original concessions and Royal "Brevets" as by the Ordinances and Statutes confirming the said concessions.

Did they transfer the Indian Mission from the Island of Montreal to the North West side of the Lake of Two Mountains?—Yes.

Did they provide for the Moral and Religious instruction of the Indians?—Yes.

Did they Build a Church for their religious training?—Yes.

Did they maintain places of education namely: convents, school houses, etc., for their moral instruction?—Yes.

Did they provide the establishment of the said mission?—Yes.

As far back as the year 1717, at a heavy cost, they removed from the Island of Montreal to the Lake of Two Mountains, the Iroquois and Algonquins then settled at Sault au Récollet. They grouped them around their Church, having built for them residences, on land which they permitted them to occupy with their families and their descendants of Indian extraction, according to their good pleasure.

In view to their instruction, to accustom them to labor, and in order to secure for them the benefits of agriculture, the Gentlemen permitted each head of a family of these tribes, to occupy and cultivate a field containing a certain number of arpents of land. Nevertheless these permissions to occupy and cultivate the lots of ground conceded, were given only on the condition that they themselves and their Indian descendants should enjoy them, and not transfer them to any

white man ; the whole for the length of time which the good pleasure of the Seminary will allow.

These permits of occupation, the originals of which are deposited in the archives of the Mission, read as follows :

I the undersigned Nicolas Dufresne, Priest and Director of the Mission of the Lake of Two Mountains therein residing, and duly authorized to this effect by Messire Quiblier, Priest and Superior of the Gentlemen, the Ecclesiastics of the Seminary of Montreal, acting, for and in the name of the said Gentlemen Ecclesiastics of the said Seminary of Montreal proprietors of the Seigniorie of the Lake of Two Mountains, in virtue of the Power given me by the said Gentlemen Ecclesiastics, have permitted Jean-Baptiste Anenharison, Iroquois, residing in the said mission, to enjoy himself and his family, a lot of Land situated in the said Mission near the village thereof, containing about two arpents in depth by about six arpents in breadth, from this date, during the good pleasure of the Seminary, during which time, he, the said taker will use the said land as a good husbandman, will cultivate the same at proper times and seasons, and reap the fruits thereof for his proper use and advantages, according to the custom and usages of the other Indians of the said Mission, without deterioration under any pretext whatever.

That he cannot sub-let nor transfer the present holding to any other person or persons whatsoever, nor under any pretence whatsoever without the express permission of the Director of the said Mission.

That he the said taker cannot build or erect, or cause to be erected on the said land any dwelling house or other Building whatever during the term of these presents without the consent of the said Director, and in case he should do so with such permission, at the expiration of these presents the whole will belong in full property to the said Gentlemen Ecclesiastics, and without reimbursement to the holder of any sum of money, and without his being able to exact any remuneration, under pain, &c.

This present permission is given by me the undersigned, Priest, (in my said capacity) on the conditions above expressed, without which I would never have granted these presents.

The said land being bounded to the North by the mountain ; to the South by the first Farm, to the West by the land granted to Akanray and to the East by a Cart Road.

The said Jean-Baptiste Anenharison here present after having taken communication of all the foregoing expressed conditions, by the reading made to him in presence of Hyacinthe Cherrier and Bazile Charlebois undersigned, witnesses duly called, declared he well understood and comprehended the whole, and voluntarily agreed and obliged himself to well and truly fulfil the whole and each of the conditions above expressed, under pain of nullity of these presents, for any contravention by him of any of the conditions above written, for thus, etc.

Thus executed at the village of the Mission, in the Seminary's House the 9 June 1836, in presence of the said witnesses, who have signed with us Priest.

(HERE FOLLOW THE SIGNATURES)

Knowing beforehand the disposition of the Indians to the use of Strong Liquors, their indifference to secure for themselves a permanent establishment, their roving character, their inexperience in the ordinary affairs of every day life, their prodigality following their excesses, and the avidity of speculators to profit by their artlessness and drunkenness, the Gentlemen of the Seminary, in giving them these permits of occupation, exercised all prudence possible, giving them only a *precarious title*, and reserving to themselves the right of property, as the above cited deed fully expresses it. If it had been otherwise, speculation would have long since made inroads, all these lands would have long since passed into the hands of the whites, and the mission would have been destroyed.

It is well known by every body that since the removal of the mission to the Lake of Two Mountains, each head of a family of these tribes of Indians has had :

1o. The enjoyment of a field of an extent sufficient for all his wants ;

2dly. The Permission to take in the Domaine of the Seigniorly all the wood necessary for Building and heating purposes ;

3dly. The permission to graze their cattle on a large extent of lands, called " The common " ;

4thly. The use of a Church under the charge of zealous missionaries, in order that they might there perform their religious duties.

5thly A school for the boys, presently under the direction of the Christian Brothers.

6thly A Convent for the girls, under the direction of the Sisters of the Congregation, and all this, free of any charge.

It is necessary to call to mind that for years past, for the purpose of accustoming the Indians to work, the Seminary gave them certain work which would turn to their advantage and profit, and for which they were amply paid.

What more could they ask ?

If such advantages had been given to persons caring for agriculture, all these fields now occupied by the Indians instead of being over grown with bad weeds, without ditches, fences and uncultivated, would have (as the soil is of a superior quality) an aspect of fruitfulness and wealth.

CHAPTER III.

THE CONDUCT OF THE INDIANS TOWARDS THE SEMINARY.

The Indians dislike agriculture, they love hunting ; so long as hunting was profitable they lived content. But game having failed, they were obliged to turn their attention to the cultivation of the soil to procure their subsistence. But the Indians do not like nor will they ever like this kind of work,

they like racing, open fields, and above all an easy going existence, "*far-niente*." It was then they commenced to reflect on the means to be taken to live without work. "The Seigniory of the Two-Mountains is our property said they."

Some men of influence and hostile to the Seminary, taking advantage of the simple mind of the Indians made them believe that if they changed their religion, the Government would let them have the Seigniory. Yielding to these intriguing councils, a large number of these Indians, three chiefs at their head, apostasized, proclaimed their title to the property of the Seigniory and set themselves up as the masters of the property of the gentlemen of the Seminary.

In and since the year one thousand eight hundred and sixty nine they threatened these gentlemen, they came to the principal house of the mission and then and there notified the gentlemen to leave the house and never return, and that if they refused to do them justice they would take the means of getting rid of these pretended Priests and successors of St. Peter, that they could no longer tolerate their conduct, (see the letter of three of the chiefs addressed to His Excellency the Governor General dated 26 February 1869.) From threats they proceeded to acts of violence, they commenced to commit the depredations and encroachments from which have arisen all the proceedings for the past six years. Putting aside all notions of deference, without asking leave, they proceeded to cut the finest trees of the forest and made a trade of it, they took no heed to the reiterated prohibitions of the gentlemen and their servants, they replied by saying :—We are the masters.—They even enlarged their fields by trespassing on those of the gentlemen, they made new fences to enclose the encroached lands, their answer was :—It is our land ; they destroyed the wood, burned the fences belonging to the gentlemen and their tenants and the answer was always the same : *it is our property* ; they entered even the yard of the seminary, and there with arms in their hands, took possession of the wood which was there, and said : *it is our property* : always taking the law into their own hands without recourse to the Courts of Justice.

Although again and again condemned by the magistrates for these breaches of the Peace, in spite of the judicious Councils given them by His Honour Judge Johnson to have recourse to the Courts if they had rights to vindicate, in spite of several judgements of the Superior Court condemning these encroachments, indifferent to these judgements and deaf to advice coming from so enlightened a source, they not only continued these acts of violence and trespasses but even assaulted the officers of the Law, and assailed even the surveyor appointed by the Court to establish their boundaries, they went as far as to fabricate the blackest calumnies in accusing the Priest in charge of the mission of a brutal assault upon an Indian woman, an accusation declared by six justices of the Peace, of whom two were protestants, to be without foundation.

CHAPTER IV.

THE AFFAIR OF THE CHAPEL.

The public expects and we will ask it to listen to a clear and truthful exposure and statement of the facts relating to the construction as well as to the demolition of this edifice, because fanaticism has been much mixed up with the difficulties which arose in this respect between the Seminary and the Indians, in order to have it said that these gentlemen were persecutors, and the Indians poor miserable persecuted, entirely at the mercy of their tyrants. The methodist journals have made it a religious question, they have endeavoured to change the subject, by leaving aside the legal consideration in order to have the satisfaction of making an accusation as false as it was gratuitous against the Seminary. They tried to forget that in attacking the Seminary they were attacking at the same time the judicial authority; for we must not lose sight of the fact that the Seminary was put in possession of the land on which was erected the chapel, by virtue of a judgement rendered by the Superior Court of Lower Canada.

Here follow the exact facts :

These gentlemen as well in virtue of the concessions, as of the ordinance of 1841 and particularly the Provincial Statute of 1859, were and are still proprietors of a certain portion of land not conceded, situated at OKa. This land had never been leased, nor never was under any permit of occupation, it had never been enclosed, nor cultivated, it therefore was and is still part and portion of the Domaine of which the gentlemen are recognized as the incontestable proprietors. The three Iroquois Chiefs as trustees of a certain Wesleyan Methodist Congregation, got an old Indian woman (who had no right whatever) to consent to a Notarial sale of this land, took possession, and commenced to build the chapel in question.

They therefore undertook to build this chapel on the Seminary property, not only without leave but in defiance of their protestations and warnings. It was on the part of the Indians an act of usurpation of the most aggravated kind. The Seminary was consequently obliged either to resist, or to abandon its rights as proprietor. If a Catholic church had been built under the same circumstances and with the same contempt of the Seminary's rights, without doubt the Seminary would have in the same way applied to the Courts to obtain its demolition. Be it well understood that by the destruction of this methodist chapel the Seminary never had the intention, as certain news papers have reported, to attack the religious liberty of the Indians in forbidding them to procure a place wherein to exercise their religious duties according to their mode of worship, on the contrary the Indians are at full liberty to use any land for that purpose of which they have a legal possession, if they think fit to do so; the Seminary have only asked that they should respect the Law, and the sacred rights of ownership.

As soon as the encroachment was committed under the direction of the three chiefs of the Iroquois tribe, they were served with a protest by the Seminary's Notary. As they took no notice of this protest, the Seminary secured the services of Mr. Prévost, advocate, and instituted immediately

an action, in revendication, against these three chiefs in their personal name; the latter appeared through Mr. McLaren, advocate, and continued their work without any regard to this Petitory action. The delays to plead having expired, their advocate was asked to file his pleas which he omitted doing and he was foreclosed, and the case inscribed "Ex parte" for enquête and hearing; the very day of the enquête their advocate, Mr. McLaren, appeared in Court, and with the consent of Mr. Prévost the default was removed and he was permitted to plead, and the inscription was ruled out.

Having at last filed his pleas, amongst other defences he pleaded that the Defendants had not taken possession of the land in their own names, but as trustees of a certain religious congregation called Wesleyan Methodists, had acquired this land from an Indian woman, before the action, by a notarial deed, and produced the deed itself on making his defence showing who were the real holders by virtue of the said authentic deed. The gentlemen were therefore obliged to discontinue their action, to pay the costs, and to take another action against those who, according to this authentic deed, pretended to be the proprietors of the land in question.

The new action was thereupon served the 29 Mai 1875. returnable the 21 June, Mr. McLaren sent in his appearance, saying he would file his defence in this cause the 11 July, which day he was to be at St. Scholastique for the contestation of the Argenteuil Election; he actually did come that day to St. Scholastique. Being informed that his costs in the first action were deposited in the hands of the Prothonotary, he was asked for his defence on the new case. He replied that he would produce the same before he left for town, but he did nothing. About the middle of August Mr. Mathieu one of the advocates of the Plaintiffs wrote him, informing him that his defence was expected shortly, as the Plaintiffs intended terminating this cause. This letter remained unanswered. The first September (1875) (these facts are shown on the face of the record), a demand to plead was signified

to Mr. McLaren in Court, as he had not elected domicile, the Prothonotary Berthelot sent him a copy immediately, as appears by Mr. Berthelot's certificate annexed hereafter.

According to the Code of procedure Mr. McLaren was held to plead within the three judicial days after the signification and notice, and in consequence the 5th September the Plaintiffs had a right to foreclose and to inscribe their case "*Ex parte*"; nothing was done however, and about the middle of September Mr. Mathieu wrote again to Mr. McLaren asking him for his pleas and informing him specially that in default of his so doing within a reasonable delay he would proceed *Ex parte*. This letter as the proceeding one received no answer.

Finally the 6 October last, the delay for the Plaintiffs being about expiring it was necessary to go on with the case, if they desired to proceed during that term. A certificate of foreclosure to plead in this action was therefore obtained, and the same day a copy of the inscription for proof was signified to Mr. McLaren for the 13 October. This copy was also forwarded to Mr. McLaren by the Prothonotary as the latter declares in the same certificate. In spite of these verbal and written demands Mr. McLaren never filed any pleas and even neglected to appear at Court the 13 October, notwithstanding the inscription filed on the record, and of which he must have had a perfect knowledge from the letters of Mr. Mathieu and the Prothonotary, and from copies of the inscription, as appears by the said certificate.

In view of these facts, were the Plaintiffs not justified in proceeding with their case on the 13 October last? Is it not strange that Mr. McLaren now says that *he was taken by surprise* by the advocates of the Seminary? Without compromising his clients interests, it was impossible for the advocate of the Seminary to act with more liberality towards his *confrère*.

The 13 October the Plaintiffs proceeded with their *enquête* and after due deliberation, the Court declared by its judgement the gentlemen of the Seminary proprietors of the land

in question, and condemned the Defendants to deliver up and give back possession to the said Plaintiffs. Copy of this judgment was signified, and on the Defendants refusal to give up the property, a writ of possession was put in the hands of the Sheriff who, to fulfil the conditions of the Law and the judgment of the Court, put the Plaintiffs in possession of the land revendicated.

The Defendants not having pleaded any possession in good faith, nor claiming indemnity for improvement, the Plaintiffs were put in possession of the land, as it then was; and as proprietors they had the right to use it as they saw fit, and no one can blame them for having asked the removal of the said buildings, the Defendants even less than *any others*, as they have persisted in building their chapel, which, when the first case was instituted, they were then only beginning.

Such are the facts as they occurred.

As to the particular fact of the demolition of this chapel, which was of little value, it was the Sheriff and not the Seminary who demolished it. He the Sheriff caused it to be done in execution of the judgment, and by men who came with him or were there chosen by him.

On the arrival of the Sheriff, the keys of the chapel were handed over to him by one of the chiefs of the methodist Indians, and he the Sheriff notified him at the same time that the Indians might remove the benches and furniture which were inside, and even the windows of the chapel, which things were therefore put aside with care and left for the future disposition of the methodist Indians.

As to the other materials of the Chapel they were by order of the Sheriff removed to the Seminary wood yard, and a few days after were given to the Indians by the priest in charge of the Mission, who caused them to be carted at his own cost on to the property of the protestant school house, although he was in nowise obliged thereto, as by the judgment these materials belonged to the Seminary.

Three hours time were sufficient for the demolition of the

chapel, it was done between two and five o'clock in the afternoon, without any noisy demonstration and quietly.

And none of the Gentlemen of the Seminary were present or took any part therein.

This is how the demolition took place, and far therefore it is from having been done under the view and in the presence of one of the Gentlemen of the Seminary, and with menaces and insults to the Indians, as it has been so much said and repeated.

CONCLUSION.

THE RESULT OF ALL THE ABOVE IS :

1st. That the Gentlemen of the Seminary are the *only true* proprietors, in virtue of incontestable and indefeasible titles, of the Seignior, Fief and Domain of the Lake of Two-Mountains.

2nd. That the Indians never owned an inch of ground as proprietors but only under a very precarious title, as they never enjoyed any land they occupied for any longer time than the pleasure of the Gentlemen, as appear in the several deeds granted to the Indians, as mentioned and stated in the above recited deed ; what then becomes of the famous prescription invoked by the Indians and their friends ?

3rd. That since the removal of the mission of the Sault-aux-Recollets to the Lake of Two Mountains, the Gentlemen have provided not only for the moral and religious wants of the Indians, but even *gratuitously* permitted them as above mentioned to occupy and cultivate fields, extensive enough to provide for the wants of themselves and their families.

4th. That they always gave them leave to take the necessary wood for building and heating purposes in such places as were pointed out to them.

5th. That the Indians with their indolent characters would not avail themselves of the means offered them to earn an honorable livelihood.

6th. That giving ear to intermeddlers and following their perfidious councils they apostasized with the ridiculous view of possessing themselves of the seignior of the Lake of Two Mountains, and to obtain authority from the government for the expulsion of the Gentlemen ; nevertheless since their apostasy the Gentlemen have not deprived them of any of

their privileges, on the contrary, they have treated them as Catholics and have continued to give them work as heretofore

7th. That far from having recourse to law and the tribunals of justice to gain their pretended rights the Indians rendered themselves guilty of acts against the law and of successive encroachments which have repeatedly occurred since about six years.

8th. That to ensure for themselves the support and sympathy of a religious authority hostile to the Seminary, they constructed against its wishes protestations and law suits, on the land belonging to the Seminary, a methodist chapel.

9th. That the Gentlemen of the Seminary to justify their rights have always had recourse to the Courts of justice, not with a view of exercising a religious persecution, although they have been so accused through certain public journals. but with the sole object of saving their just rights of property and to put an end to the depredations and encroachments of the Indians.

10th. That if when the last petetory action concerning the land on which they built the chapel, the Defendants did not fyle their pleas, the cause is owing to the neglect of their attorney and not from a lack of liberality on the part of Messrs. Prevost and Mathieu, the advocates of the Seminary, who on that occasion fulfilled towards their *confrère* all the obligations and courtesies observed in their profession.

11th. That the Gentlemen of the Seminary having been by judgment of a competent Court declared proprietors of the land which the Indians had unjustly taken, and having been put in possession of this land by the proper authority in virtue of the writ of possession also mentioned in said certificate, they had the right of enjoying the land at pleasure and to demolish the buildings constructed thereon.

12th. That the Defendants not having shown or made good any right before the Court or even a defense to the petetory action, have no claim to set up either for ameliorations or indemnities.

No one will admit such a ridiculous pretension that the obligations of these Gentlemen to provide for the *Moral and religious instruction* of the Indians, brings with it, that of providing for their temporal wants, that of procuring for them every thing they might require, and to keep them in their idleness. It is also ridiculous to pretend in the face of the titles above mentioned that the Indians have the right to devastate their forests, to take possession of the seigniorial domain, and to exercise the right of ownership on any part of the Seignioriy without taking into consideration the right of property of the Gentlemen of the Seminary; what would have been the use of their deeds of concession, made to them by the king of France, giving them the absolute ownership of the property with all the rights and privileges attached to such concessions, if the Indians had such rights of ownership as above spoken of?

Now, in the face of these facts, can any just and impartial man make of this Oka difficulty a question of religion? It is impossible. The whole case stands thus:—on the one side a series of lawless acts of defiance, encroachment and usurpation; on the other mere self defense conducted with forbearance and moderation through the legal tribunals of the country

Which side merits the approval of justice and religion?

No privilege has been withdrawn from, no kindness has been refused to any Indian on account of his change of religion; Where then is the persecution so loudly complained of?

In what have the rights of humanity been violated?

Let not the golden rule of our common christianity, "do as you would be done by," be broken in open day, and by the teachers of religion!!

The zealous and perhaps benevolent advocates of the Indians are respectfully invited to make the case of the Seminary their own:

Let a catholic priest seize upon a lot of their ground, and there build a church for his followers, without even asking leave, and with the avowed object of creating a right of ownership! what would these benevolent advocates of the Indians say? What would they do?

This was the exact position of the Seminary in relation to the methodist chapel of Oka.

The concluding request of the Seminary, respectfully presented to the well meaning advocates of the indians, is, to pause a little, lest, by proceeding further, they should, though unwittingly be-assailing the very basis of all regularly organized human society, and of natural justice,—the rights of property.

Montreal, 14th January 1876.

J. LACAN, Priest S. S.,
Director of the Mission of Oka

W. PRÉVOST,
Advocate of the Seminary.

CERTIFICATE OF THE PROTHONOTARY HEREIN ABOVE REFERRED TO.

PROVINCE OF QUEBEC, }
DISTRICT OF TERREBONNE. } IN THE SUPERIOR COURT.
No. 374.

The Gentlemen the Ecclesiastics of the Seminary of
St. Sulpice of Montreal,

Plaintiffs,

Louis Kanonsakenhiato & al.,

Defendants.

J, Jules R. Berthelot, Prothonotary of the Superior Court for the District of Terrebonne, residing at St. Scholastique, certify and affirm.

That it appears in the records of this case that the present action was taken out the 22nd may last (1875) that it was signified to the Defendants the 29th of the same month, and that it was returned into Court the 21st June also last past.

That on the 22nd of the same month, the Defendants appeared by their Council Mr. McLaren.

That on the 1st September last (1875) a demand to plead was signified to Mr. McLaren, advocate of the Defendants at the Prothonotary's Office of this Court; that on the sixth October last, a certificate of foreclosure was granted, and that the same day an inscription for proof and final audition to the merits "*Ex parte*" was produced, and that a copy of the said inscription was also signified to Mr. McLaren, advocate of the defense.

That on the 13th October last, the Plaintiffs conformably to the inscription by them produced the 6th October proceeded to proof in the said cause and that on the 15th October last, Judgment was rendered. That it appears also on record that a copy of the said judgment was well and duly signified to each of the Defendants, and that the writ or order of possession issued in this cause was so issued long after the expiration of the delay given in the said judgment. I affirm and certify also that according to my invariable custom, I sent without delay to Mr. McLaren a copy of the demand for pleadings to him signified the first September last past and the notice of inscription for proof and adjudication, signified and produced the sixth October also last past. Dated at St. Scholastique, this 27th December 1875.

(Signed,) JULES R. BERTHELOT,
P. C. S.