

# CANADIAN JEWISH ARCHIVES

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## National Bicentenary of Canadian Jewry

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EDITORIAL NOTES

This, the fifth number of Canadian Jewish Archives, is the second of two special issues published this year by the Bureau of Social and Economic Research in conjunction with the National Archives of the Canadian Jewish Congress to mark the celebration of the Bicentenary of Jewish Settlement in Canada.

As in the previous four issues, all the records and documents contained herein deal with events in Canadian Jewish history which occurred during the first century of Jewish settlement in Canada, in the period from 1763 to 1809.

The first eleven items in this issue are transcripts of letters and documents in the Public Archives of Canada, the Hart Collection in St. Joseph Seminary in Three Rivers, Quebec, and the Montreal Court House.

Of particular interest are the transcripts of the proceedings of the Legislative Assembly of Lower Canada regarding the election of Ezekiel Hart as Member for Three Rivers; the refusal of the Legislative Assembly to allow him to take his seat; the report of the Legislative Council regarding the seating of Ezekiel Hart; and the extracts from Charles Rogers' book "The Rise of Canada from Barbarism to Wealth and Civilization", published in Quebec in 1856, reporting the remarks of Sir James Craig, Governor of Lower Canada, when he dissolved the Legislature of Lower Canada.

As in the four previous issues of CANADIAN JEWISH ARCHIVES, no attempt has been made to modernize or correct the spelling or punctuation in the original letters and documents.

August 1st. 1959.

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- 1) Letter from Samuel Jacobs of Quebec to his agent, Charles Curtis at St. Dennis, dated 8th June, 1763
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To Mr. Charles Curtis,  
Merchant at St. Dennis.

Dear Sir:-

I hope these lines will find you and yours in good health. I wish you and yours sincerely joy and happiness on your marriage.

I am so confident in your understanding and integrity of strict honor and honesty, makes one but slow in writing, as I do much depend upon your judgment.

As to the corn you wrote me about, I have ordered you up a large batoe\* which you may make use of to bring the corn from sundry places. You'll please to try to get liberty to send down some corn. I suppose you know how this must be managed. Get the liberty in your own name and don't ask permission for all at once.

I am waiting for a vessel from London and hope to send you up such an assortment of goods as will please you.

You will forward what corn down you possibly can. Take your bills of lading for the corn to Jacobs & Company. Fail not to compleat this off hand.

So conclude in wishing you and your family success, and remain, your assured friend to command.

(Samuel Jacobs)

P.S. The goods you'll receive in the batoe will be for Crown Point. Please to stew them away till I come up.

\* batoe -- bateau -- boat.

Original in Public Archives of Canada, Samuel Jacobs Papers.

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- 2) Contract between the Treasury of the Government of Great Britain and Moses Franks et al for the supply of flour and meat to the British forces serving in various parts of British North America, including Canada, Louisbourg, Nova Scotia and Newfoundland, dated 14th July 1766.
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Articles of agreement indented, had, made, and concluded this 14th day of July, 1766, in the sixth year of the reign of our sovereign Lord, George the Third, by the grace of God King of Great Britain, France, and Ireland, Defender of the Faith and so forth, by and between the Commissioners of his Majesty's Treasury on the part and behalf of his Majesty, of the one part, and Arnold Nesbitt, Adam Drummond, and Moses Franks, Esquires, of the other part.



Whereas, upon the 13th day of April, 1764, a contract was made between the then Commissioners of his Majesty's Treasury and Sir Samuel Fludyer, Adam Drummond, and Moses Franks for supplying with provisions his Majesty's forces stationed in North America, which said contract upon notice already given by the Commissioners of the Treasury on behalf of his Majesty, according to a clause therein contained, will be determined on the 12th day of January next.

And, whereas, proposals have been made to the said Commissioners of the Treasury by Arnold Nesbitt, Adam Drummond, and Moses Franks for victualing his Majesty's forces in the several parts of North America, at the rates and upon the conditions and in the manner and form following, which proposals the said commissioners have on the part and behalf of his Majesty thought fit to accept,

Now, this indenture witnesseth that the said Arnold Nesbitt, Adam Drummond, and Moses Franks do for themselves, their heirs, executors, and administrators promise, covenant, contract, and agree to and with the said Commissioners of his Majesty's Treasury that they, the said Arnold Nesbitt, Adam Drummond, and Moses Franks, shall and will deliver or cause to be delivered at their own costs, charges, and risques into storehouses to be provided at his Majesty's charge at the following places of deposit:

That is to say, at New York and Albany on Hudson's River, both in the Province of New York, Philadelphia in the Province of Pennsylvania, Charles Town in the Province of South Carolina, Savannah in the Province of Georgia, Boston in the Province of Massachusetts, Perth Amboy in the Province of New Jersey, New London in the Province of Connecticut, Newport in the Province of Rhode Island, or in any sea port or sea ports in North America, as the said storehouses shall be appointed by the said Commissioners of the Treasury or the commander in chief of his Majesty's forces in North America, and at Quebec in Canada, and Montreal in Canada.

Such respective quantities as the said Commissioners of the Treasury or the said commander in chief shall direct, of good, wholesome, and sound provisions of the kinds hereafter mentioned, as will be sufficient to victual six thousand men during the space of six calendar months in the following proportions:

That is to say, for each person to be victualled for seven days, and so for every seven days successively, seven pounds of bread, or in lieu thereof seven pounds of flour; seven pounds of beef, or in lieu thereof four pounds of pork; three pints of pease; one pound of cheese, or in lieu thereof six ounces of butter; one pound of flour, or in lieu thereof half a pound of rice.

And that they will from time to time make, maintain, and keep such reasonable supplies of the said provisions in the said storehouses that there shall always remain magazines of such provisions sufficient for the said six thousand men for the space of six months at least.

And in case any of the said provisions shall be damaged in the transporting or keeping thereof, or shall be found unfit for use or bad in their kind by the three persons to be appointed, as hereafter is mentioned, for inspecting and examining the same, or by any two of them, such provisions shall immediately be removed out of the said storehouses, and the like quantity of the like species of provisions good, wholesome, and sound shall be replaced there at the expence of the said contractors.

Provided, nevertheless, that the said contractors should be indemnified for all such provisions as shall have been damaged or spoiled by reason of their having remained in the said storehouses for any space of time longer than six months, upon proof that the same were in good order and condition when first deposited there.

And it is agreed that the said provisions shall be delivered from the aforesaid places of deposit, weekly or monthly, to such officers of each respective company or regiment as shall be appointed by the said commander in chief to receive the same.

And it is hereby agreed that two of the said inspectors and examiners shall be by the appointment of the said commander in chief, and one other of them by the appointment of the said contractor or their agent in North America.

And the said Arnold Nesbitt, Adam Drummond, and Moses Franks, for themselves, their heirs, executors, and administrators, do covenant, contract, and agree that whenever it shall be judged necessary by the commander in chief to remove from the places of deposit the said provisions, or any part thereof, to any other places or parts of North America for the use of the said forces, the said Arnold Nesbitt, Adam Drummond, and Moses Franks shall and will immediately, upon directions being given unto them, or to their agent or agents in North America, by the said commander in chief, deliver out of the said appointed places of deposit such quantities and sorts of the said provisions as the said commander in chief shall direct to be put into waggons, carts, and other carriages to be provided at his Majesty's expence, or on board boats, batteaus, or other vessels to be provided at the like expence, for carrying or transporting by land or by water the provisions so to be delivered from the said appointed places of deposit to any other places or parts of North America as aforesaid.

And the said contractors do hereby further agree that the provisions so to be removed shall be packed in good, strong, and light casks with sufficient headings to bear such carriage or transportation.

And the said Commissioners of the Treasury on the behalf of his Majesty do covenant, promise, and agree that the said Arnold Nesbitt, Adam Drummond, and Moses Franks, their heirs, executors, and administrators, shall be allowed and receive for the service of victualling the forces in the manner aforesaid at and after the following rates, that is to say, at New York, Albany, Philadelphia, Charles Town, Savanah, Boston, Perth Amboy, New London, and Newport, 3 3/4d. sterling for each man so victualled by the day; at Quebec 4 1/2d. per man per day, at Montreal 4 3/4d. per man per day; upon producing certificates signed by the commander in chief or by the commanding officer at each place of delivery of such provisions, and by his Majesty's commissary of stores there, which certificates are to specify the quantities of provisions which shall have been so delivered, that the same were delivered in good order and condition, and the numbers of persons victualled thereby and the times for which they shall have been so victualled.

And as to the provisions to be put, as aforesaid, into waggons, carts, and other carriages, or on board boats, batteaus, or other vessels, from any of the magazines for the use of his Majesty's forces, the certificates are to express the species, the exact quantities thereof, and that on the delivery the same were good, wholesome and sound in their kinds.



And as the provisions for the service of Crown Point are intended to be included in the certificates of the delivery from Quebec, the contractors shall produce vouchers of the exact quantities delivered at Crown Point, and shall maintain a proper person for that purpose, the expence of the transportation thereof to be borne by his Majesty, and likewise all risques and damages, provided the same shall appear to have happened by no fault or neglect of the contractors or their agents.

And the said Commissioners of his Majesty's Treasury do likewise covenant and agree that they will save harmless and indemnify the said Arnold Nesbitt, Adam Drummond, and Moses Franks from all losses and damages that shall happen on shore, or in any island, lakes or rivers of and to the said provisions either by fire, inundations, enemies, or violence of his Majesty's soldiers, so that such losses and damages shall appear to have happened by no wilful default or neglect of them, their agents, and servants. And also, from the payment of any customhouse duties for or upon any of the said provisions to be delivered to this contract.

And the said Arnold Nesbitt, Adam Drummond, and Moses Franks, for themselves, their heirs, executors, and administrators, do further covenant, contract, and agree to supply such of his Majesty's forces as may be stationed at the several places, hereinafter mentioned, between Philadelphia and Fort Pitt, with the following species of provisions in the proportions and at the rates or prices hereinafter stipulated, that is to say for each man for seven days, and so for every seven days, nine pounds of flour and eight pounds of fresh meat, or in lieu of the said fresh meat eight pounds of salt beef, or five pounds of salt pork in lieu of eight pounds of salt beef. At Lancaster, Carlisle, and Fort Loudon at 6d. sterling per man per day, at Bedford 7 $\frac{1}{2}$ d. sterling per man per day, at Ligonier at 8 $\frac{1}{2}$ d sterling per man per day, at Fort Pitt, which is the deposit for all provisions which proceed down the Ohio (Illinois country), at 9 $\frac{1}{2}$ d. sterling per man per day. Which said several rates or prices the Commissioners of his Majesty's Treasury agree to pay the said contractors upon their producing certificates signed by the commander in chief and by his Majesty's commissary of stores. Which certificates are to specify the quantities of provisions, that the same were in good order and condition, and also the number of persons victualled thereby, and the times for which they shall have been so victualled. Provided, nevertheless, in case it should so happen that by the rising of the Indians the expence of carriage in these parts shall be increased, such additional allowance shall be made to the contractors as shall be certified by the commander in chief.

It is hereby declared that the forces at Louisbourg (Canada), as well as those in the islands of (New) Providence (Bahamas) and Bermudas, shall be furnished under this contract from the magazines at New York, and those on the Illinois either from Fort Pitt or from Montreal, as the commander in chief shall think proper. And with regard to any supplies in any parts of North America not particularly inserted in this agreement, the contractors to supply from any of the places of deposit as the commander in chief shall direct.

And, whereas, the supplying the forces with fresh meat at some times may be found practicable and expedient and for the good of the service, it is hereby covenanted and agreed, by and between all the said parties, that, notwithstanding anything herein contained, whenever and for so long time as the commander in chief shall think fit that fresh meat be provided by the said contractors, in part or in the whole, shall be suspended, and a proportionable allowance

only for the several other species of provisions shall be made unto them as shall be agreed upon and certified by the commander in chief, and the price to be paid unto them for the said fresh meat shall be settled and certified by the said commander in chief, or by the commanding officer or commissary of stores.

And it is hereby declared and agreed by and between the said parties to these presents that the same and the several articles and things contained therein shall continue and be in force for and during the space and term of twelve calendar months, computed from the 12th day of January next, and until the end of 12 calendar months, after warning or notice for determination of such part of this contract as relates to the province of Canada and the communications on the River St. Lawrence shall be given, either by the Commissioners of the Treasury on his Majesty's behalf, or by Arnold Nesbitt, Adam Drummond, and Moses Franks for themselves, and six months notice only for all other parts included in these presents.

And it is further declared and agreed that this contract shall extend to any additional forces that may be victualled by the Crown within the limits thereof, provided nothing in this indenture shall extend to the victualling such of his Majesty's forces as shall be in garrison or stationed in Nova Scotia or Newfoundland, which are now supplied under other contracts.

Lastly, it is covenanted and agreed between all the parties to these presents that the said Lords Commissioners of his Majesty's Treasury, or any of them, shall not be liable in any of their persons or estates to any action of covenant, or other action whatsoever, by reason or means of their being on his Majesty's behalf made parties to this contract.

In witness whereof the said Lords Commissioners of his Majesty's Treasury and the said Arnold Nesbitt, Adam Drummond, and Moses Franks have hereunto interchangeably set their hands and seals the day and year first above written.

Rockingham l.s.\*

William Dowdeswell (l.s.)

John Cavendish (l.s.)

Thomas Townshend (l.s.)

George Onslow (l.s.)

\*l.s. - locus sigilli - place of the seal.

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Original in the William L. Clements Library, Ann Arbor, Michigan.



- 3) Licence issued by Guy Carleton, Governor of Canada, to Chapman Abrams, to trade with the Indians in the Upper Country of Canada, dated 15th April, 1769.

In obedience to his Majesty's command this licence is granted to Chapman Abrams to pass unmolested with one canoe manned with five men (whose names, occupations, and places of abode, and also the quantity of merchandise on board are reported upon oath and specified in the margin), to Michilimackinac, and from thence to such markets or parts as he shall find most advantageous for the disposal of the said merchandise, with liberty to dispose of any such goods, and effects as he shall occasionally find a market for in his passage to Michilimackinac aforesaid, he taking care to endorse upon this licence the quantity and quality of the goods so disposed of, and shewing the same to the commanding officer of the next fort.

Provided always that nothing herein contained shall be construed to extend to give any authority to the said Chapman Abrams to do any act or thing or to trade to any place contrary to such regulations as his Majesty may have been pleased to make, or shall hereafter think proper to make, by himself, or by the commander in chief, or by any person properly authorized to give directions concerning the Indian trade.

Provided also that he, the said Chapman Abrams, and also all and every the master or masters of, and all other persons concerned in navigating the said one canoe, shall first have taken and subscribed the oaths endorsed on this licence in the presence of the commanding officer at Montreal, and shall also have given security to observe and keep the same, and also that he, the said Chapman Abrams, will not take with him or permit any of his people to take with them any other person or persons but such as usually have followed, or intend hereafter to follow, the occupation of navigating battoes or canoes, and further that he, the said Chapman Abrams, and all such persons as he shall take with him, shall and will immediately, on his or their return to the city of Montreal, present themselves to and personally appear before the officer commanding at Montreal, and take a certificate from him in writing of their having so personally appeared, death or any other unavoidable accidents only excepted.

These securities being given, this licence to be in force for twelve months, otherwise to be null and void to all intents and purposes.

Given under my hand and seal at arms at the Castle of St. Louis, in the City of Quebec, this fifteenth day of April, one thousand seven hundred and sixty nine.

Guy Carleton

By His Excellency's command  
George Allsopp, deputy secretary.

- 4) Bond by Aaron Hart and Isaac Levy, quaranteeing payment of debts incurred by Uriah Judah, dated 29th October 1770.

Province of Quebec,

Know all men by these presents that we, Uriah Judah, Aaron Hart of Three Rivers, and Isaac Levy, late of Quebec, are held and firmly bound unto George Allsopp, Esquire, deputy secretary of this province, in the sum of five hundred pounds lawful money thereof, to the true payment whereof we bind ourselves, our heirs, executors, administrators, and assigns firmly by these presents.

Witness our hands and seals this 29th day of October, one thousand seven hundred and seventy.

The condition of this obligation is such that if the above bounden Aaron Hart and Isaac Levy do well and trully pay, or cause to be paid, all such debts as the said Uriah Judah hath contracted in this province, then this obligation to be void, or else to remain in full force and virtue.

Uriah Judah

Aaron Hart

Isaac Levy

Signed, sealed and delivered in the presence of

B. Charbonneaux

Original in Public Archives of Canada.

- 5) Petition of Barrack Hays, brother of Andrew Hays, to General Haldemand, Governor in Chief of Quebec, for permission to act as auctioneer in Montreal. Dated 4th August, 1783.

Unto His Excellency, Frederick Haldemand Esq., Capt. General and Governor in Chief of the Province of Quebec, General and Commander in Chief of his Majesty's forces in the said province and the frontiers thereof, etc., etc:

The memorial of Barrack Hays humbly sheweth:

That your memorialist for some years past resided in the city of New York, North America, and from his fidelity and attachment to the person and government of his Majesty the King of Great Britain, etc., his Excellency, General Clinton, was pleased to appoint your memorialist as an officer of guides, for which employment he was allowed five shillings per day. His Excellency, General Clinton, having left New York your memorialist applyed to his Excellency General Carleton, praying to have his office continued, which was granted, and his pay paid him up to the twenty-fourth of June last. After the peace was settled, your memorialist, from his loyalty to the best of sovereigns, was obliged to leave New York and retire to some place where he might remain in quietness with his family. That he arrived some time ago in this province and has settled his family at Montreal.

Your memorialist, having a very large family to support, would be glad if Your Excellency would be pleased to allow his pay to continue, or give him some appointment in Montreal.

For twenty years past, your memorialist did act as an auctioneer in the city of New York. He therefore most humbly entreats and prays Your Excellency would be pleased to grant him a commission as an auctioneer in the city of Montreal. And as your memorialist is not so much master of the French language as to speak it, he has proposed to take, as a partner, one Mr. Samuel Davis, a native of this province.

Your memorialist, therefore, most humbly hopes that Your Excellency will take the particular circumstance of his case into consideration.

Barrak Hays

Quebec, 4th August, 1783

Original in Public Archives of Canada.

- 6) Lease of dwelling in Montreal by Solomon Mittleberger to Bernard Hart, grandfather of the American writer, Bret Harte, dated 13th April, 1785.

On this thirteenth day of April, in the year of our Lord one thousand seven hundred and eighty five, before me, John Gerbrand Beek, notary public, dwelling in the city of Montreal, in the Province of Quebec, by lawfull authority admitted and sworn, and in presence of the under-written witnesses, personally came and appeared Mr. Solomon Mittleberger of the said city, baker, who declared that for and in consideration of the yearly rent and covenants herein mentioned and reserved, hath demised, granted site, and to farm lete, and by these presents doth demise, grant site, and to farm lete unto Mr. Bernard Hart, of the same place, merchant, also present, and accepting all that part of his house and tenement near (?) the market place in the said city of Montreal, as was formerly occupied by Christy Cramer of the said city of Montreal, merchant, containing four appartements on the first floor, and the same number of appartements on the second floor, with the vaults underneath, and garret above said appartements, as also one vaulted passage or gateway under said house;

To have and to hold the said appartements, vaults, and garrets, and half passage hereinbefore mentioned, as heretofore occupied by the said Christy Cramer, unto the said Bernard Hart, his executors, and administrators, from the first day of May next, for and during the term of one year thence next ensuing and fully to be complete and ended, he, the said Bernard Hart, his executors and administrators yielding and paying therefore, during the said term, the yearly rent or sum of eighty three pounds, six shillings, and eight pence, Quebec currency, by even and equal quarterly payments, that is to say, a quarter rent at the expiration of every three months to be paid unto the said Solomon Mittleberger, his heirs, executors, administrators, and assignes, during the said term; which said sum of eighty three pounds, six shillings, and eight pence currency aforesaid, he, the said Bernard Hart, promised and obliged himself, his



heirs, and assigns to pay or cause to be paid unto the said Solomon Mittleberger, his heirs and assigns, in manner and at the time herein prefixed;

And it is particularly agreed upon that the said Bernard Hart shall not lete the said house to any tavern keeper whatever, all or any part of the term of one year, without licence and consent in writing first had and obtained for that purpose;

And at the expiration of the said term, he, the said Bernard Hart, shall peaceably and quietly yield up and return the said premisses in the like order as when he received them in his possession, which will be on the first day of May, one thousand seven (hundred) and eighty six;

And he, the said Solomon Mittleberger, doth hereby for himself, his heirs, and assigns promise and agree that the said Bernard Hart, his executors and administrators, paying the yearly rent aforesaid, and performing the covenants herein before mentioned, may peaceably and quietly have, hold, and enjoy the said appartements, vaults, garret, and premisses as herein before mentioned.

Thus done at Montreal aforesaid, the day, month, and year first above written, in the office of the underwritten notary, in the presence of Samuel Burch and David Lukin as witnesses, and signed by the said parties, notary, and witnesses, after being duly read.

David Lukin  
Samuel Burch

Solomon Mittleberger  
Bernard Hart  
J. G. Beek, Notary Public

Original in Montreal old Courthouse.

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- 7) Contract between Levy Solomons of Montreal and Judah William, a farmer in New York State for the sale of horses and purchase of hogs, dated 2nd June, 1790.

Before the underwritten notaries, residing in the city of Montreal, in the Province of Quebec, personally came and appeared Judah Williams, of Troy, in the County of Albany, State of New York, farmer, of the one part, and Levy Solomons of Montreal aforesaid, merchant, of the other part, which parties declared to have agreed and covenanted in manner of following, that is to say:

The said Judah Williams binds and obliges himself to furnish and deliver unto the said Levy Solomons, on or before the tenth day of August next, two hundred male cut hogs, weighing on an average one hundred pounds weight or thereabouts, as near as possible (as) can be expected, which weight shall be ascertained by the certificates of credible people from whom the said Judah Williams shall purchase the said hogs, and to be reckoned and computed at the rate of two pence halfpenny lawful money of the province aforesaid, per pound weight.

And the said Levy Solomons did, and hereby doth, bind and oblige himself to receive the said two hundred male cut hogs, and to pay or cause to be paid unto the said Judah Williams the said sum of two pence halfpenny lawful money for every pound the said hogs shall weigh, and be ascertained by the said certificates.

Also, binds and obliges himself to furnish and deliver unto the said Judah Williams ten horses (equal to five horses now in the said Levy Solomons's stables, and which have been seen by the said Judah Williams) at twenty five Spanish dollars of five shillings currency each, the amount of which being deducted from the amount of the produce of the hogs, the said Levy Solomons binds and obliges himself to pay or cause to be paid unto the said Judah Williams such remainder as then shall be due to him within three days after the said hogs shall be delivered.

And for the true performance of all and singular the covenants and agreements above set down, the said parties did, and hereby do, bind themselves, the one to the other, their, and either of their, executors, administrators, and assigns, in the penal sum of one hundred pounds, lawful money aforesaid.

Thus done and passed at Montreal aforesaid, in the office of John Gerbrand Beek, notary, on the twenty second day of June, in the year of our Lord, one thousand seven hundred and ninety, and signed, the said parties with us notaries, being first duly read.

Judah Williams  
Levy Solomons

J. G. Beek, notary public  
B'te (Jean-Baptiste) Deseve, notaire

Original in Montreal Old Courthouse

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8. Letter from Aaron Hart to his son Moses regarding Passover, dated  
March 28th. 1790

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Dear Mo:

I se no way for you to keep Pesah at William Hanry thearfore you had batter come over hear the Sunday before than you neat not due anything to your house to git the hamez out of your house. It will be attanted with no lass as its all holy dayes that pople boy noting.

I have wrote to H. Judah and to Ben and Alex to sett of for New York the 1st of May next as I am determent to have tham hear. If you cane at any rate go across the lakes for tham I will pay all expence you may be at. As I hope you well not faile being hear Pesah than shall say more to you on that jurry. It well save you truble and expence of baking of mazot to come heur.

I had only one letter by December pachit of PES# of 5th December. Noting new the full not than arrived haveng further to mention tell I se you and am d(ea)r Mo your loveng father

Aaron Hart

28th March 1790

#Phyn, Ellice & Co.

Original in St. Joseph Seminary, Three Rivers

- 9) Letter from Aaron Hart to his young sons Benjamin and Alexander written in June 1790

Dear Benjamin and Alexander:

Your letters of 29th May I received last post it came by post not by ship. I can not say you write better than when you went frome hear I mean Ben. We were all glade to hear you were well and I hope you bote like the congre(gation). Master Ben, you will let your unkill know what your g(rand)-mother bought for you went to house keeping, that them things may be sold. The money they sell for is for you and Alex. Master Alex, I will send you some money and write to London for a set of prayers same as Mo bought for Ben. I know you will mind your larning and all wayes wase a good boy. God bless you both and dear Ben and Alex your laveng father,

A. Hart

Pray write me by first post you will both write in one lether when you write by post.  
June 1790

(Paraphrase of Document B - No. 25)

Original in St. Joseph Seminary, Three Rivers.

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10. Agreement of Salomon Hays of Montreal to work for Messrs. Grant, Campion & Co in the Upper Country of Canada as trader with the Indians; dated 4th March, 1794.

Before the underwritten notaries, residing in the city of Montreal, in the province of Lower Canada, duly admitted and sworn, personally came and appeared Salomon Hays, of the same place, who voluntarily did, and hereby doth, bind and engage himself to Messrs. Grant, Campion & Company, merchants, trading at Montreal aforesaid, and carrying on the Upper Country trade with the Indians present, and accepting thereof Mr. Samuel Gerrard, one of the copartners of the said firm, to serve, abide, and continue with the said Grant, Campion & Co., or either of them or their representatives, in the Upper Countries aforesaid (except at the Illinois), in such capacity as he, the said Salomon Hays, shall be able to serve, for the three years, fully to be compleat and ended.

And for that purpose, at the first requisition of the said Grant, Campion, & Company, any or either of them, (he is) to depart from this city for the said Upper Countries in one of their canoes, and there, during the said term of three years, (he) well and faithfully shall serve, his said employer's secrets keep, their lawful commands everywhere gladly do. Hurt to his said employers he shall not do, nor willingly suffer to be done by others, but the same, to his power, shall let (hinder) or forthwith give notice thereof. The goods wherewith he shall at any time be intrusted, he shall not imbezil or waste, nor lend them without consent, and render true and faithful accounts thereof. He shall not depart or absent himself from the said service without leave, but in all things, as a good and faithful clerk, shall and will demean himself towards his said employers during the above said term.



This engagement is thus made for and in consideration that the said Grant, Campion & Co., some of them or their representatives, shall find and provide for the said Salomon Hays, during the said term of three years, meat, drink, and all necessary wearing apparel, as is customary and usual in the said Upper Countries and Indian trade abovesaid.

Thus done and passed at Montreal aforesaid, in the office of John Gerbrand Beek, notary, on the fourth day of March, one thousand seven hundred and ninety four, and signed by the said parties and notaries after being duly read.

Solomon Hays  
Grant, Campion & Co.  
J.G. Beek, notary public 1794.  
B'te (Jean Baptiste) Deseve, Notary

Original in Montreal old courthouse.

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- 11) Apprenticeship agreement of Lazarus Hays, 14 year old son of Andrew Hays of Montreal to Samuel David of Montreal, dated 28th September, 1798.

Before the subscribing public notaries for the city and district of Montreal, in the Province of Lower Canada, residing in said city, personally appeared Lazarus Hays (son of Mr. Andrew Hays, of this city, silversmith, and Mrs. Branney David (Hays) his wife), who, being on or about the age of fourteen years, by virtue of these presents, and for the considerations hereinafter mentioned, declared to have of his own free and voluntary will, as well as by the will and consent of his said father and mother (parties to these presents and accepting thereof), placed and bound himself as an apprentice to Mr. Samuel David of the same place, merchant, also present and accepting, to be taught in the said trade and business of a merchant, which the said Samuel David now useth, and with him, in the manner of an apprentice to dwell, continue, and serve from the day of the date hereof, for and during the term of four years, and fully to be complete and ended.

During all which term the said apprentice his said master well and faithfully shall serve, his secrets keep, his lawful commands every where gladly do, hurt to his said master he shall not do, nor willingly suffer to be done by others, but the same, to his power, shall let (hinder) or forthwith give notice thereof to his said master. The goods of his said master he shall not imbezel or waste, nor lend them without his consent to any. From the service of his said master he shall not at any time depart or absent himself without his said master's leave, but in all things, as a good and faithful apprentice, shall and will behave and demean himself towards his said master and all his during the said term.

And the said master his said apprentice the said trade and business of a merchant which he now useth, with all things thereto belonging, shall and will

teach and instruct or otherwise cause to be well and sufficiently taught and instructed, after the best way and manner that he can. And shall and will also find and allow unto his said apprentice meat, drink, washing, lodging, and apparel, both linen and woollen, and all other necessities in sickness and in health, meet and convenient for such an apprentice, during the term aforesaid.

And at the expiration of the said term, shall and will give to his said apprentice, over and above his then cloathing, one new suit of apparel, to wit, coat, waistcoat and breeches, hat, shoes and stockings, with suitable linen, as is fit and usual for such an apprentice, for so the said parties to these presents have agreed.

For thus, etc., promising, etc., obliging, etc., done and passed at the said city of Montreal, in the office of Jonathan Abraham Gray, one of us the said notaries, in the year of our Lord one thousand seven hundred and ninety eight, the twenty eighth day of September, in the afternoon, and signed by the said parties, with us notaries, these presents having first been duly read.

Lazarus Hays  
Andrew Hays

Branney David (Hays)  
Samuel David  
J.A. Gray, notary public  
1798  
B'te (Jean-Baptiste) Deseve, notaire

Original in Montreal Old Courthouse

. . . . .

12).

PROCEEDINGS RELATING TO THE EXPULSION OF  
EZEKIEL HART FROM THE HOUSE OF  
ASSEMBLY OF LOWER CANADA 1808

FRIDAY, 29TH JANUARY, 1808.\*

Mr. Berthelot acquainted the House, that Ezekiel Hart, Esquire, returned to represent the Borough of Three-Rivers, had taken the Oaths, and was waiting without the Bar to be admitted.

A member having asked, whether Mr. Hart took the Oaths in the customary manner?

Mr. Berthelot added, that Mr. Hart took the Oaths on the Bible, his head being covered.

Mr. Turgeon, informed the House, that he was present with Mr. Berthelot, when Mr. Hart took the Oaths, and that he did take the said Oaths in the manner described by Mr. Berthelot.

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\*From the Journals of the House of Assembly of Lower Canada for the years 1808 and 1809.

MONDAY, 1ST FEBRUARY, 1808.

The House was moved, that the entry of the twenty-ninth of January last, respecting the application of Ezekiel Hart, Esquire, to be admitted to take his seat as a Member of this House for the Borough of Three-Rivers, be now read.

And the said entry being read accordingly.

Mr. Berthelot acquainted the House that in the information given by him on the twenty-ninth day of January last he said that Ezekiel Hart, Esquire, had taken the Oath and not the Oaths.

Upon motion of Mr. Attorney General, seconded by Mr. Justice De Bonne, Resolved, That it is the opinion of this House, that Ezekiel Hart, Esquire, returned to represent the Borough of Three-Rivers, hath not taken the Oath in the customary manner.

Ordered, That the Clerk Assistant of this House do furnish the said Ezekiel Hart, Esquire, with a Copy of the next preceding resolution, to the end that he may thereupon pursue such further course in the premises as the law of Parliament may be found to require.

Note:-

On the 9th of February, a petition was received from Mr. Coffin setting forth that Ezekiel Hart, being of the Jewish Religion, was incapable of taking the oaths required and therefore of sitting and voting in the House of Assembly and that the votes given him at the election ought to be considered as null and void and requesting that the petitioner, having a majority of legal votes, be declared elected for the Town of Three Rivers.

FRIDAY, 12TH FEBRUARY 1808.

A petition of Ezekiel Hart, Esquire, returned to represent the Borough of Three-Rivers, was read by Mr. Mure, in his place.

Mr. Mure moved, seconded by Mr. Berthelot, that the said petition be now brought up.

The House was then moved, that the information given to this House, on the twenty-ninth day of January last, touching the manner in which Mr. Hart had taken the Oaths; with the resolution and order of the House on the said information, the first of February instant; as also the petition presented to this House, the ninth instant, from Thomas Coffin, Esquire, against the return of the said Ezekiel Hart, be now read.

The said information, resolution, order and petition, were read accordingly.

The question was now put, viz:



That the petition of Ezekiel Hart, Esquire, be brought up?

ORDERED, that the said petition be brought up.

The said petition was, accordingly brought up and read.

SETTING FORTH: That to his deep regret, a resolve of this House has been communicated to him, expressive of the petitioners not having taken the Oath in the customary manner.

That on the 29th day of January last, he duly did take the Oath as prescribed by Statute 31st of his present Majesty, chapter 31st, Section 29th, to qualify the petitioner to a seat in this House.

The said Oath was administered to the petitioner in a conscientious and lawful manner as directed by His Majesty's Commissioners, and that the petitioner regards the said oath on his part legal, binding and sacred to every purpose whatsoever.

That however sensible he is, that he has taken the Oath according to the true meaning of the Constitutional law of this Province, yet he will not object to have the same re-administered to him in the usual form.

The Petitioner therefore humbly solicits, that the House will be pleased to admit the petitioner to take his seat accordingly.

WEDNESDAY, 17TH FEBRUARY 1808.

Ordered, That the entries in the Journals touching the manner in which Ezekiel Hart, Esquire, (returned to serve in this House as a member for the Borough of Three-Rivers) took the oath prescribed by the 31st of his present Majesty, chapter 31st, be now read -- And the said entries were read accordingly.

Resolved, That the manner in which the said Ezekiel Hart, Esquire, took the said Oath is that practised in Courts of Justice, when Oaths are administered to persons professing the Jewish religion.

Resolved, That this House do now receive information from the Members thereof, or any of them, touching their knowledge of the religious profession of Ezekiel Hart, Esquire.

Accordingly the House proceeded to receive the said information.

And Mr. Mure in his place, acquainted the House, that a few days ago, Mr. Hart informed him, personally, that he was brought up in the profession of the Jewish religion, and that he was still of that persuasion.

And Mr. Mondelet, in his place, acquainted the House, that in a recent conversation with Mr. Hart, the said Mr. Hart, told him, he could not deny that he was a Jew: that he had always professed, and did still profess the Jewish

religion; and that this avowal on the part of Mr. Hart, was made since he has been soliciting to be permitted to take his seat in the House and since he took the Oath.

And the Honorable Mr. Justice Foucher, in his place, acquainted the House, that to his certain knowledge, the said Ezekiel Hart, is a professed Jew; that he has attained this knowledge from having known him to be a Jew from the beginning of the year 1803. That he (Mr. Hart) follows the Jewish customs, and that in the Courts of Justice he never took the oath but in the form it is taken by Jews. Mr. Justice Foucher, further added, that as a Judge, he particularly knows the said Hart to be a Jew; as he had, lately, in person, pleaded before him, for certain privileges to which he conceived he had a right, to wit; that of not being summoned to appear in the Courts of Justice on Saturday, it being his Sabbath day, and that of the Jews.

Resolved, That it appears to this House, that Ezekiel Hart, Esquire, returned to serve in this House as a Member for the Borough of Three Rivers, is of the Jewish profession of religion.

Resolved, That the said Ezekiel Hart, Esquire, be heard at the Bar of this House, on Friday next, by himself or Council, if he shall see fit, on the legality of his pretensions to take his seat in this House, and to sit and vote therein, notwithstanding his being of the Jewish religion, and his having taken the Oath in the manner customary only for persons of that persuasion.

Ordered, That a copy of the Resolutions and information of this day, respecting the said Ezekiel Hart, Esquire, be furnished to him by the Deputy Clerk of this House.

On the appointed day, Mr. Hart was heard at the Bar of the House, and the Assembly resolved that on February 20th it would resolve itself into a Committee of the Whole House to further consider Mr. Hart's petition.

SATURDAY, 20TH FEBRUARY, 1808.

The order of the day for the House to resolve into a Committee of the whole, to take into further consideration, the petition of Ezekiel Hart, Esquire, being read.

The House accordingly, resolved itself into the said Committee.

Mr. Speaker left the Chair.

Mr. Vige took the Chair of the Committee;

Mr. Speaker resumed the Chair.

And Mr. Vige reported, that the Committee had come to a resolution, which he was directed to report to the House, whenever it shall be pleased to receive the same.

Ordered, that the report be now received.

And he read the report in his place, and afterwards delivered it in at the Clerk's Table, where it was again read, and is as followeth, viz.

Resolved, That it is the opinion of this Committee, that Ezekiel Hart, Esquire, professing the Jewish Religion, cannot take a seat, nor sit, nor vote in this House.

Mr. Justice Foucher moved, seconded by Mr. Cartier, that the question of concurrence be now put upon the said resolution.

The House divided upon the question:

Yeas 21,  
Nays 5,

So it was carried in the affirmative, and

Resolved, that Ezekiel Hart, Esquire, professing the Jewish Religion, cannot take a seat, nor sit, nor vote in this House.

13).

Extract From "THE RISE OF CANADA FROM BARBARISM TO WEALTH AND CIVILIZATION", by Charles Rogers, Published in Quebec in 1856, Page 121, Dealing with the Proceedings of the Legislature of Lower Canada in 1808, Concerning the Election of Ezekiel Hart.

"Mr. Ezekiel Hart appeared at the Bar of the House to take his seat for Three Rivers, Mr. Lee, the previous representative of that town, had died in the course of the previous session, and Mr. Hart had been elected to succeed him. Mr. Hart was a merchant of good standing. Of the most spotless private character, he stood in high esteem with his neighbours and fellow townsmen. But Mr. Hart was not faultless. He was, by birth, education, and religion, a Jew. When he prayed, he placed the ten commandments next his heart. In him, those devoted members of the Society of Jesus, found neither a sympathizer nor a persecutor. A Christian Legislative Assembly, like that of Canada, of which Sir James Craig afterwards privately expressed an opinion so ludicrously high, could not be contaminated with the presence of a Jew. By a vote of twenty-one to five, it was resolved:--"That Ezekiel Hart, Esquire, professing the Jewish religion, cannot take a seat, nor sit, nor vote in this House." Ezekiel departed. The word 'baruch', was on his tongue, the signification of which, like that of the French word 'sacre', may signify, according to the humour of the utterer, either an anathema or a blessing. The Assembly being, however, ignorant of the Hebrew tongue, Mr. Hart was not sent to gaol for breach of privilege, nor was he even required to apologize. These were the chief topics of debate, and much time was occupied with them."



14).

PROCEEDINGS RELATING TO THE EXPULSION OF  
EZEKIEL HART FROM THE HOUSE OF  
ASSEMBLY OF LOWER CANADA 1809

WEDNESDAY, 19TH APRIL, 1809.

Mr. Mondelet moved, seconded by Mr. Trestler, to resolve, that Ezekiel Hart, Esquire, returned as one of the Representatives of the Borough of Three-Rivers, to serve in the present Provincial Parliament, and who is now sitting in this House, is the same Ezekiel Hart, who was returned to serve in the Fourth Session of the Provincial Parliament in the room of the late Honourable John Lees for the aforesaid Borough.

On motion of Mr. Bourdages, seconded by Mr. Jos. Turgeon:--

Ordered, That Mr. Mondelet's motion, be amended as follows, viz.

After "Resolve" leave out all the other words and insert, "that this House do now receive information, through the Members thereof, or any of them, whether Ezekiel Hart, Esquire, returned as one of the Members of this House, to sit therein, in the room and stead of the late Honourable John Lees, is the same Ezekiel Hart who is returned as elected to serve in the present Parliament, and who has already taken his seat, as one of Representatives for the Borough of Three Rivers, and the same who was declared incapable of sitting and voting during the last Session."

The question was now put on the main motion as amended, which was agreed to. Ordered, that the House do now receive the said information:

The House accordingly proceeded to receive the said information:

And, Mr. Mondelet, and Mr. Bourdages, in their places, severally informed the House, that Ezekiel Hart, Esquire, returned as one of the Members of this House, to sit therein in the room and stead of the late Honourable John Lees, is the Ezekiel Hart who is returned as elected to serve in the present Parliament, and who has already taken his seat, as one of the Representatives for the Borough of Three-Rivers, and the same who was declared incapable of sitting and voting during the last Session.

And Mr. Mure, in his place, informed the House, that Mr. Hart, who now sits in the House as a Representative for the Borough of Three-Rivers, is the same Ezekiel Hart, Esquire, that was returned to serve in the last Provincial Parliament for the said Borough, in the place and stead of the late Honourable John Lees.

Mr. Mondelet now moved to resolve, seconded by Mr. Durocher:

That Ezekiel Hart, Esquire, who sits in the present Parliament as one of the Representatives of the Borough of Three Rivers, is the same Ezekiel Hart, who was returned as one of the Representatives of the said Borough, in

the last Parliament, and was declared incapable of sitting and voting in the last Session; as he professed the Jewish religion.

The House divided on the question: Yeas 35, Nays 5,

So it was carried in the affirmative, and -- Resolved accordingly.

FRIDAY, 5TH MAY, 1809.

The order of the day for reading the entries in the Journals, containing the information given to this House, on the 17th of February, 1808, concerning the Religion of Ezekiel Hart, Esquire, be read:

The said entries were accordingly read by the Clerk.

Mr. Mondelet moved, seconded by Mr. Robitaille, to resolve that the Members of this House, in whose presence Ezekiel Hart, Esquire, took the Oath, at the opening of the present Parliament, do inform the House, how he took the said Oath.

So it was carried in the affirmative; and, Resolved accordingly.

And the House proceeded to receive the said information.

And Mr. Bourdages and Mr. Duchesnay, in their places, respectively acquainted the House, that they were present, when Ezekiel Hart, Esquire, one of the Representatives of the Borough of Three Rivers, did take the Oath; that the head of the said Ezekiel Hart, was uncovered, and his hand on a book. That when the said book was presented to Mr. Blackwood, one of the Members who was sworn with the said Ezekiel Hart, he, Mr. Blackwood, asked the Commissioners appointed to administer the Oaths to the Members, what book it was? that the said Commissioners answered "It is the New Testament"; that Mr. Blackwood said, it is very well; kissed the book, and presented it to Mr. Hart; who kissed it also.

Mr. Mondelet now moved to resolve, seconded by Mr. Martineau:

That Ezekiel Hart, Esquire, professing the Jewish Religion, as appears by the entry of the 17th February, 1808, in the Journals of the last Session, and inasmuch, as he did at the opening of the present Session, take an Oath on the Holy Evangelist, which could not bind him, and did therefore profane the Religious institution thereof, cannot take a seat, nor sit, nor vote in this House.

Whereupon Mr. Bedard moved in amendment, seconded by Mr. Papineau, to strike out all the words after, "Religion," and insert the following, "cannot sit nor vote in this House."

The question was not put upon Mr. Bedard's proposed amendment; a division again ensued; and the names being called, for, they were taken down as follows; videlicet:

Yeas,

Messieurs Durocher, Joseph Turgeon, F. Roi, Delorme, Langlois, M. Caron, L. Turgeon, L. Roi, Bourdages, Huot, Plante, Bedard, Mondelet, Borgia, Papineau, Robitaille, Coffin and Martineau.

Nays,

Messieurs Moore, J. Cuthbert, Justice De Borne, Gray, R. Cuthbert, Blackwood, The Solicitor General, and Mure.

So it was carried in the affirmative.

The question being put upon Mr. Mondelet's motion, as amended, the House divided; and the division proving to be the same as the last; videlicet:

Yeas 18, Nays 8,

Resolved, that Ezekiel Hart, Esquire, professing the Jewish religion, cannot sit, nor vote in this house.

On the 8th of May the Speaker was informed that there was a vacancy in the representation for the Borough of Three Rivers. The Dissolution of Parliament removed the necessity for holding a bye-election and in the general election which followed Ezekiel Hart was not a candidate.

On Wednesday the 10th of May 1809, this bill was referred back to the Governor General's House who took the following attitude with regard to the above proceedings.

WEDNESDAY, 10TH MAY 1809.

At the Council Chamber in the Governor General's House, present,

His Excellency Sir James H. Craig, K. B. Governor in Chief,  
The Honble. The Chief Justice,  
The Lord Bishop of Quebec,  
Thomas Dunn, Francois Baby, Pierre A. DeBonne.  
John Young, and Jenkin Williams, Esq.

His Excellency communicated to the Board the Report of the Committee of the whole Council in Answer to the Queries proposed for their Consideration on the 19th of April last.

Approved and ordered to be entered.

(The report)

To His Excellency Sir James H. Craig K. B. Captain General & Governor in Chief of the Province of Lower Canada &c &c &c.



15).

REPORT OF THE COMMITTEE OF THE LEGISLATIVE COUNCIL  
REGARDING THE EXPULSION OF EZEKIEL HART.

Report of a Committee of the whole Council -- Present, the Hon. the Chief Justice in the Chair, the Lord Bishop of Quebec, Mr. Dunn, Mr. Baby, Mr. DeBonne, Mr. Young, and Mr. Williams -- On His Excellency's Reference, in Council, of the 19th April last, of certain Queries relative to the eligibility of Jews to sit in the House of Assembly.

May it please Your Excellency.

The Committee is of opinion that a Jew may be elected to the House of Assembly of this Province and may sit and vote upon taking the Oaths required by Law in the customary manner.

This opinion is founded upon the following Reasons --

By the Statute 13 Geo. II, Cap. 7. It is enacted that all Foreigners naturalized by that Act "shall be deemed adjudged and taken to be His Majesty's natural born Subjects to all intents constructions and purposes whatsoever as if they and every of them had been or were born within the Kingdom" and it is self evident from the second Section of this Act that Jews are comprehended within its intention.

By the Statute 31 Geo. III, Cap. 31, Sec. 2, it is enacted that there shall be in each of the Provinces of Upper & Lower Canada a Legislative Council and Assembly to be "composed and constituted in the manner therein after described."

By the 14th Section of the same Act it is enacted that His Majesty may authorize the Governor by an Instrument under the Great Seal to summon and call together an assembly in and for the province and the State then proceeds to declare how this Assembly is to be "constituted and composed" for which purposes the 14th 15th 16th 18th and 19th Sections provide for the division of the Province into Counties for the Appointment of Returning Officers and the issuing and execution of the Writs of Election. The 17th Section enacts that the number of members shall not be less than fifty and the 20th having declared the qualification of the Electors. It is by the 21st Section provided that no person shall be capable of being elected A Member to "serve in the Assembly or of sitting or Voting therein who shall be a member of the Legislative Council or a Minister of the Church of England or a Minister Priest Ecclesiastic or Teacher either according to the rites of the Church of Rome or under any other form or profession of Religious Faith or Worship."

By the 2nd "that no person shall be capable of being elected who shall not be of the full Age of 21 years and a Natural born Subject of His Majesty or a Subject of His Majesty naturalized by Act of the British Parliament or a Subject of His Majesty having become such by the Conquest and Cession of the Province of Canada."

And by the 23rd "that no person shall be capable of being elected who shall have been attainted for Treason or Felony in any Court of Law within any of His Majesty's Dominions or be within the description of persons disqualified by any Act of the Legislative Council and Assembly of the Province assented to by His Majesty His Heirs and Successors."

Such therefore is the manner in which the Assembly is to be composed according to this Act and these being the only disqualification it follows that any Candidate who has been naturalized by any Act of the British Parliament (and consequently a Jew naturalized by the State 13th Geo. II. Cap. 7) or who is a natural born Subject (which the Son of a Jew naturalized must be if born in the Province) who is not a Member of the Legislative Council nor a minister of the Church of England, nor a Minister Priest Ecclesiastic or Teacher either according to the rites of the Church of Rome or under any other form or profession of religious faith or Worship nor under Twenty one years of age nor attainted for Treason or Felony nor within any description of persons disqualified by an Act of the Provincial Parliament must be eligible to a Seat in the Assembly.

The Committee is further confirmed in this opinion by the 42nd Section of 31. of Geo. III. which enacts "that whenever any Act or Acts containing any provisions "which shall in any manner relate to or affect the enjoyment or exercise of any religious form or mode of Worship or shall impose or create any Penalties Burthens Disabilities or Disqualifications in respect of the same" "every such Act or Acts shall previous to any declaration or signification of the King's Assent thereto be laid before both Houses of Parliament of Great Britain." The irresistible inference from this Section being that a disqualification to sit in the House of Assembly on account of any religious Tenets cannot be created without an Act of the Legislative Council and Assembly of the Province assented to by His Majesty with the concurrence of the Houses of Lords and Commons of the United Kingdom.

The Committee is of opinion that the Protection of His Majesty's Government is equally due from Your Excellency to all His Majesty's Subjects and that Your Excellency is bound as far as possible to prevent the House of Assembly from assuming a Power beyond what is allowed to them by the Constitution.

The Committee is also of opinion that the expulsion of any Member upon any principle of "general" Disqualification not declared by the Act of the 31. Geo. III. Cap. 31, or by some Provincial Statute would be an Assumption of Power beyond what is allowed them by the former Statute -- But

The Committee is also of opinion that it will not become the duty of your Excellency immediately to dissolve the Assembly if by vote only they should expell a Jew without assigning any other reason except that he is of the Jewish Religion and that a dissolution if it should finally be adopted for such Cause only ought for the present to be suspended.

The Committee is of this opinion for the following among other reasons because in such case the House would act Judicially so that admitting them to be wrong they must be presumed to act from an error in Judgment and not corruptly unless the contrary is most manifest. It seems therefore to the Committee advisable before any steps whatever are taken that the error of their Proceedings should in point of Law be established by the opinions of the highest legal authority to which recourse can be had in England and be notified to the house by a Message recommending an Act disqualifying Jews or in some other shape if their Proceedings should by such opinions be proved

ultimately to be erroneous a Wilful instance of a similar Expulsion after such Steps on the part of the Executive Government might under Circumstances make it the duty of the Governor to dissolve the House.

The Committee also find that Mr. Ezekiel Hart was by the last House of Assembly expelled "because he professed the Jewish Religion" and for no other Cause so that the present House has the Sanction of a precedent expressly in point.

The Committee is of opinion that any Member expelled by the House of Assembly who is not legally disqualified or has not legally forfeited his Seat is entitled to common with all other Subjects who are unjustly aggrieved to the justice and protection of His Majesty's Government so far as that can be extended to him without prejudice to the interests of the rest of His Majesty's Subjects in general and they do not perceive that such protection can be given by any other step than a dissolution but upon the expediency of an immediate dissolution on account of such expulsion as is the particular object of Your Excellency's present Reference the Committee humbly beg leave to refer to what they have before stated.

All of which is most respectfully submitted to Your Excellency's Wisdom.

By order

(Signed) J; Sewell: Chairman,

Council-Chamber,  
Bishop's Palace,  
9th May 1809.

16). Extract From "THE RISE OF CANADA FROM BARBARISM TO WEALTH AND CIVILIZATION", by Charles Rogers, Published in Quebec in 1856, Page 27.

#### "THE WAR -- THE JUDGES -- MR. HART"

"Mr. Hart again appeared at the Bar to take his seat for Three Rivers. He had been re-elected. He was still a Jew, and showed no disposition to recant his error. Nor would the House recant their error. The resolution which had been adopted against Mr. Hart's taking his seat in the previous Parliament was repeated in this. The House of Assembly went still farther. A bill to disqualify all Jews from being eligible to seats in the Assembly was introduced and read twice. Five weeks had elapsed and the public business had not begun. The Governor was very much annoyed. The refractory spirit of the House, as regarded the judges, was most distasteful to him. Suddenly, on the 15th of May, he went down to the Legislative Council, assented to five bills, and summoned the attendance of the Commons. 'When I met you, said the now irate Sir James, at the commencement of the present session, I had no reason to doubt your moderation or your prudence, and I therefore



willingly relied upon both. I expected from you a manly sacrifice of all personal animosities. I hoped for a zealous dispatch of your public duty. I looked for earnest endeavours to promote the general harmony. I looked for due and indispensable attention to the other branches of the Legislature. It was your constitutional duty. It was due to the critical juncture of the times. I have been disappointed in every hope on which I relied. You have wasted in frivolous debates, or by frivolous contests on matters of form, that time and those talents to which the public have an exclusive title. You have abused your functions. In five weeks, you have only passed five bills. You have been so intemperate in debate that moderation and forbearance is scarcely to be looked for without a new Assembly. Gentlemen, Parliament is dissolved. A new Parliament will be convened as soon as convenience will permit. My object in thus acting, is to preserve the true principles of the free and happy constitution of the Province."