

The Builder, the Architect, and the Contract for the Construction of the



Figure 1. The church of Sainte-Anne in the seigneurie of Beaupré, built in 1676. View before the reconstruction of 1689-97, from "L'Entrée de la rivière de St. Laurent, et de la ville de Québec (Bibliothèque nationale, Paris, Cartes et plans)

Bishop: A Microhistorical Study of the Church of Sainte-Anne-de-Beaupré



“dans le Canada,” undated (detail).

One of the interesting questions raised by the Italian historians engaged in the practice of microhistory concerns the status of archival documents in the construction of a historical explanation.¹ At the risk of oversimplifying, one can say that microhistory prefers to see documents as symptoms or clues to be interpreted rather than data to be collected. The search for data is a search for true and positive information, and it is believed that data can be extracted from documents as minerals are extracted from ore. Clues, on the other hand, do not consist of abstract pieces of information supporting inductive reasoning; they remain on the level of the particular, as when we infer the existence of a fire from the smell of smoke. Instead of going from the general to the particular, as in *deduction*, or from the particular to the general, as in *induction*, the interpretation of clues goes from the particular to the particular, and constitutes what logicians have called *abduction*. According to Carlo Ginzburg, the earliest human intellectual act was carried out by a hunter crouching in the mud, examining the footprints of some animal. Footprints are, for the hunter, clues to the passage of a specific animal. They display a certain degree of freshness, a specific direction, a certain depth, and a certain distance from one another. However, all these concrete features, referring to a single event, need to be discarded when biologists search for what is generic and typical about those footprints in order to determine which species live in the area.

Because of this peculiar situation, clues are often not recognized as scientific evidence. They nevertheless belong to an epistemological tradition that ties together hunters tracking down animals, seers reading the future in coffee cups, Sherlock Holmes finding clues where no one had noticed anything before, Giovanni Morelli attributing artworks on the basis of the shape of an ear or of a small toe, doctors reflecting upon the symptoms of a patient — and humanists interpreting traces of the past.²

In this article, I shall begin by discussing the way in which historical documents have been understood by art historians, and how some of the points made by the advocates of microhistory can help us re-examine those ideas. I shall then comment on a few documents concerning the reconstruction of the church of Sainte-Anne-de-Beaupré at the end of the 17th century. This discussion shall lead me to question the assumption of transparency that architectural historians often make when dealing with building contracts.

b y M a r c G r i g n o n

IRWIN PANOFSKY EXAMINED THE AMBIGUOUS STATUS OF ARCHIVAL DOCUMENTS IN A TEXT entitled "The History of Art as a Humanistic Discipline," published for the first time in 1940. In this text, Panofsky compared historical documents to scientific instruments on the basis of their similar epistemological status:

When the scientist observes a phenomenon he uses instruments which are themselves subject to the laws of nature he wants to explore. When the humanist examines a [cultural] record he uses documents which are themselves produced in the course of the process which he wants to investigate.³

Panofsky then discussed the fictive example of a contract drawn up in 1471 providing for an altarpiece with a painting of the Nativity. He reviewed the different points to which the historian of art should pay attention in order to make sure that the information contained in the contract is true and that it actually relates to the altarpiece under investigation. Panofsky then concluded in the following way:

I have referred to the altarpiece of 1471 as a 'monument' and to the contract as a 'document'; that is to say, I have considered the altarpiece as the object of investigation, or 'primary material', and the contract as an instrument of investigation, or 'secondary material'. In doing so, I have spoken as an art historian. For a palaeographer or an historian of law, the contract would be the 'monument', or 'primary material', and both may use pictures for documentation.⁴

Recent historiography has shown that this distinction between document and monument can be questioned further. Michel Foucault, in particular, wrote that the task of historians is to transform documents into monuments,⁵ meaning that historians should question the documentary use of documents. Documents constitute utterances, or fragments of discourses, which not only reflect the positions of historical actors, but also contribute to establishing and modifying those positions. So-called documents not only record activities, they can be instrumental in establishing social practices, and the role of the historian is to reveal such processes when they happen.

Despite the differences in orientation that exist between Foucault and Ginzburg, both would probably agree on this point: Panofsky's observation that documents participate in the events that historians try to reconstruct, or, more simply put, that documents can never be neutral, has deeper implications than what he actually said about it. In his article "Checking the Evidence: The Judge and the Historian," Ginzburg argued that:

There is an element in positivism that must be unequivocally rejected: the tendency to simplify the relationship between evidence and reality. In a positivist perspective, the evidence is analyzed only in order to ascertain if, and when, it implies a distortion, either intentional or unintentional. The historian is thus confronted with various possibilities: a document can be a fake; a document can be authentic, but unreliable ...; or a document can be authentic and reliable. In the first two cases the evidence is dismissed; in the latter, it is accepted, but only as evidence of something *else*. In other words, the evidence is not regarded as a historical document in itself, but as a transparent medium—an open window that gives us direct access to reality.⁶

For Ginzburg, the evidence is neither transparent nor completely opaque, as radical antipositivists would have it. He compares it to a distorted glass, and the interest of this notion is especially clear when he uses minutes of the Inquisition to study 16th-century Italian popular culture, as in his famous book *The Cheese and the Worms*.⁷

THE CASE THAT I WOULD LIKE TO DEVELOP HERE CONCERNS THE CHURCH THAT WAS BUILT AT the end of the 17th century in Sainte-Anne-de-Beaupré, a parish located on the north shore of the St. Lawrence river 25 kilometres east of Quebec City (**figure 1**). Important documents concerning the construction of this church include the account book of the parish, a building contract dated 17 December 1688, and two cancelled drafts of the same agreement.

On the basis of a payment recorded in the account book, art historian Gérard Morisset attributed the redesign of the church built in 1676 to the architect and builder Claude Baillif (**figure 2**). He reconstructed the following scene:

One day during the fall of 1689, Baillif took the plan of the church to the missionary of Sainte-Anne, and he saw the priest Germain Morin write in the parish account book the following sentence: "Au Sieur Baillif Architecte de l'Eglise de Sainte-Anne: 50 livres."⁸

1 A version of this paper was presented at the 1996 conference of the Society for the Study of Architecture in Canada in Ottawa under the title "Micro-history and Architectural History."

2 Carlo Ginzburg, "Clues: Morelli, Freud, and Sherlock Holmes," in *The Sign of Three: Dupin, Holmes, Peirce*, edited by U. Eco and A. Sebeok (Bloomington, IN: Indiana University Press, 1983), 81-118.

3 Erwin Panofsky, "The History of Art as a Humanistic Discipline," in *Meaning in the Visual Arts* (Garden City, N.Y.: Doubleday Anchor Books, 1955), 8.

4 *Ibid.*, 10.

5 Michel Foucault, *L'archéologie du savoir* (Paris: Gallimard, 1969), 15.

6 Carlo Ginzburg, "Checking the Evidence: The Judge and the Historian," *Critical Inquiry* 18, no. 1 (1991): 83 (italics by the author).

7 Carlo Ginzburg, *Le fromage et les vers* (Paris: Flammarion, 1980).

8 Gérard Morisset, "Un maître-maçon d'autrefois: Claude Baillif," *Mémoires de la société généalogique canadienne française*, July-August-September 1965, 136 (my translation).



Figure 2. The church of Sainte-Anne, rebuilt between 1689 and 1697, modified after 1760, destroyed in 1878. (Archives nationales du Québec, Collection initiale, P600/S6/GH-770-357)

The building contract of 1688, which Morisset might not have seen, does not entirely support his conclusions. The contract was drawn up between Claude Baillif, identified as an architect and building contractor, and Jean-Baptiste de La Croix de Saint-Vallier, the second bishop of New France.⁹ In the archives, this document is accompanied by two drafts in which Saint-Vallier's architect, Hilaire Bernard de La Rivière, is said to be acting on behalf of the absent bishop. Both drafts indicate that La Rivière is the author of the plans, although the final contract does not mention anything on that subject.

The first draft, identifying Baillif as an architect, gives a general description of the work to be done and refers to La Rivière's drawings, but stops in the middle of a detailed description of the apertures. The second draft is a complete text, beginning the same way as the earlier one, but omitting the description of the apertures. It is signed by Baillif, identified as an architect and building contractor, by La Rivière, identified as Saint-Vallier's architect and representative, as well as by one witness. The notary, however, did not officialize the contract with his own signature, probably waiting for the bishop's approval. The word "Néant" written in large letters over the text indicates that, in the end, it was not approved.

The final contract is very similar to the second draft, and there is no significant change in content that would account for it being rewritten. In both cases, Baillif has to demolish the existing church with the exception of its facade, and the construction procedures are exactly the same. In both cases, Baillif is given the supervision of the entire work including that of the carpenters, and his salary for the masonry work is set at 16 *livres* per square toise.

The similarity between the texts also extends to the mention of the drawings. In the first draft, one reads that:

Les ouvertures des portes et fenestres seront faites et placées aux lieux et endroits portés par le dit dessin qui en a été fait par le dit sieur Bernard, signé du dit Seigneur Evesque et du dit entrepreneur.¹⁰

The second draft is almost the same, except that each drawing is clearly identified:

[A]uxquelles murailles seront laissées les ouvertures pour portes et fenestres aux lieux et endroits marqués par le plan, profil et élévations qui en ont été faits par le dit Sieur de la rivière signez du dit sieur Evesque et du dit Entrepreneur.¹¹

In the final contract, the only significant difference is the absence of La Rivière's name, which coincides with the appearance of the bishop in his own right. In this case, the apertures had to be:

[T]aillez au ciseau de la largeur hauteur et en la forme marquez par les plans profils et élévations

9 Archives nationales du Québec, Quebec City (hereafter ANQ), F. Genaple, 17 December 1688, contract between Claude Baillif, architect and building contractor, and Bishop Saint-Vallier, for the masonry of the church of Sainte-Anne, in the seigneurie of Beaupré.

10 ANQ, F. Genaple, [c. 11 December 1688], first draft of a contract between Claude Baillif, architect, and the Bishop of Quebec represented by his architect Hilaire Bernard de La Rivière, for the church of Sainte-Anne.

11 ANQ, F. Genaple, [c. 11 December 1688], second draft of a contract between Claude Baillif, architect and building contractor, and the Bishop of Quebec represented by his architect Hilaire Bernard de La Rivière, for the church of Sainte-Anne.

qui luy ont esté présentement mis en mains dont l'original est signé du dit Seigneur évesque et du dit entrepreneur.¹²

The first question that arises from these observations is whether Baillif was the author of the drawings mentioned in the final contract. If that were the case, the disappearance of La Rivière's name would imply that Bishop Saint-Vallier rejected his drawings and that new ones were made by Baillif himself. Since, however, the actual contents of the second draft and the final contract are the same, this idea is difficult to support. In all likelihood, the "plans profils et elevations" mentioned in the final contract were the same as those mentioned in the drafts.¹³ In that case, Baillif's role would still have been limited to overseeing the construction, despite the title of "architect" given to him in the parish archives.¹⁴ This title, which is also used in the building contract and in the two drafts, would not imply that Baillif actually prepared any plans, as Morisset assumed. Hence, it would not reflect the nature of Baillif's involvement in the construction, but rather his general socio-professional identity. This hypothesis is supported by the existence of many other contracts in which Baillif, although designated as an "architect," is agreeing to execute such work as the construction of simple masonry walls.¹⁵ According to Claude de Ferrière's manual *La science parfaite des notaires* of 1715, it is indeed required that notaries mention the generic professional title or the social status of the two parties involved in a contract, whatever their actual role.¹⁶

These comments do not provide any explanation for the disappearance of La Rivière's name from the final contract. In order to find such an explanation, we must question why La Rivière wanted to have his name included in the first place. This question leads us to propose that the building contract, in addition to its legal function, might also have performed a symbolic function in the eyes of the parties involved. Since La Rivière had no purpose in signing the drawings themselves, in contradistinction to what architects do today, the only place where he could have claimed the authorship of the design was in the contract. Thus, La Rivière might have used the bishop's absence to influence the formulation of the text, and, for that purpose, to present himself as the bishop's representative. In such circumstances, the notary's prudent wait for the bishop before officializing the agreement can be easily understood.

After his return to Quebec City, Bishop Saint-Vallier would have found the initiative of his architect to be inappropriate and therefore demanded the notary to rewrite the entire contract leaving out La Rivière's name. The inappropriate character of La Rivière's initiative can be confirmed by the fact that building contracts from the French regime generally fail to identify the author of a plan unless he had a special rank, such as that of military engineer. This explanation, however, remains insufficient, and there is one more element that should be mentioned at this point. Indeed, it appears that Saint-Vallier was also very much aware of the symbolic function of official documents and that he had his own reasons to want the contract to be rewritten. These reasons are revealed in a letter that François de Laval, the former bishop who had retired to devote himself to the Quebec Seminary, wrote to the superior of the Séminaire des Missions Etrangères in Paris in order to complain about Saint-Vallier. According to Laval, the new bishop was trying to control the reconstruction of the church of Sainte-Anne, "dont il se vouloit faire honneur ayant fait tous les marchés des ouvriers en son nom."¹⁷ What contributed further to Laval's indignation was that Saint-Vallier refused to refund the money that the Seminary had already contributed to the new building:

Je fus obligé de prendre du dit Séminaire pour douze à treize cents francs de choses nécessaires pour la bâtisse de la dite église dont je suis demeuré redevable et qu'il ne m'a voulu payier non plus que quatre cent francs qui estoient deus à des ouvriers m'alléguant qu'estant seigneur de la coste de Beaupré où cette église est scituée le séminaire et moy avions quelque obligation d'y contribuer.¹⁸

In Laval's point of view, Bishop Saint-Vallier wanted the benefit from the prestige that reconstructing the church would confer upon him without having to pay the bills. On the other hand, Saint-Vallier claimed that the Seminary should cover part of the expenses, since the church was located on one of its seigneuries. While we cannot ascertain who was right and who was wrong in this dispute, it does clearly show that both the old and the new bishops were quite aware of the symbolic function of a building contract. A building contract was the occasion to have one's name associated with a building, and such a document mattered more than a real contribution of funds to the construction.

12 ANQ, F. Genaple, 17 December 1688, contract between Baillif and Bishop Saint-Vallier.

13 The fact that La Rivière's signature is not required on the plans is not a new element in the final text. From the beginning, these plans had to be signed by Baillif and the bishop only, these signatures having a purely legal function.

14 La Rivière's plans may also have been followed for the facade rebuilt between 1694 and 1697. Indeed, the two consecutive building phases (the nave, 1689-1693; the facade, 1694-1697) probably belong to a single project. Archives of the parish of Sainte-Anne, Monastery of the Redemptorists, Sainte-Anne-de-Beaupré, livre de comptes 1.

15 See Marc Grignon, "La pratique architecturale de Claude Baillif," *Journal of Canadian Art History* 15, no. 1 (1992): 15-16.

16 Claude de Ferrière, *La science parfaite des notaires* (Paris: Charles Omont, 1715).

17 Transcription of a letter from François de Laval to Mr. Brisacier, Superior of the Séminaire des Missions Etrangères in Paris, 7 April 1691. Archives du Séminaire du Québec, Musée de l'Amérique française, Quebec City, manuscript 17, p. 774.

18 *Ibid.*



Figure 3. The church of Sainte-Anne in 1729, from Mahier, "Carte figurative du prompt secours envoyé par l'ordres de Monseigneur le Marquis de Beauharnois" (detail). (Bibliothèque nationale, Paris, Cartes et plans)

For Bishop Saint-Vallier, the patronage of the church of Sainte-Anne was important for at least two reasons. First, the church was linked to a series of miracles, and was greatly respected in New France.¹⁹ Second, it was located on the seigneurie of Beauré, the most productive land owned by the Quebec Seminary, and it was therefore closely associated with the name of the old bishop (figure 3).²⁰ For these reasons, the church of Sainte-Anne became a valuable pawn in Saint-Vallier's strategy to establish his prestige in his new diocese. By awarding the contract himself, he ensured that the building would be associated with his patronage rather than that of the old bishop. He knew that this document would establish him as the patron of the building in the eyes of colonial officials, in those of the king, and, ultimately, in those of posterity.

The contract was therefore conceived with the clear intention of proclaiming Bishop Saint-Vallier as the sponsor of the new church, and we should not perceive it as an innocent legal instrument. One might say that the contract did give Saint-Vallier control over the construction of the church and that the information it contains is true, but this argument misses the point. All of the persons involved in these events, from La Rivière to the old bishop, were aware that building contracts, because they were official documents, carried with them a certain prestige. They knew that having one's name mentioned in a building contract providing for the reconstruction of an important church would guarantee, in a way, one's presence in history books. The historian confronted with this material thus has to choose between falling into the world of images that was designed to be seen by him, or to show how these documents were perceived at the time they were produced.

THIS LAST POINT, BY INCLUDING POSTERITY AND THE HISTORIAN, MIGHT APPEAR TO CARRY my argument too far. But the documentation of one's actions for posterity could reach a high level of planning at the end of the 17th century, as Louis Marin has demonstrated in his study on the work of Paul Pélisson, the historiographer that Louis XIV appointed in 1670. Assuming that one's existence coincides entirely with one's image, Louis XIV carefully planned the historical representation of his own reign so that, as Marin argues:

In the times to come, it is not the prince who is absent, lost in a bygone past ...; commemorative productions, on the contrary, should make posterity feel its own absence from the time and the space of the prince.²¹

I do not intend to put Saint-Vallier's meticulousness about the writing of building contracts on the same level as the complex system of representation developed for Louis XIV, but I maintain that such meticulousness can be explained in terms of a strategy of representation adapted to the tensions existing in the colony.

19 "Sainte-Anne du Petit Cap est distante de Québec de 6 lieues et de deux du Cap Tourmente, elle contient trois quarts de lieue du côté de Québec et cinq quarts de lieue de l'autre côté, toute habitée le long du grand fleuve. Il y a 38 familles et 167 âmes, il y a une petite église bâtie de pierre, de 80 pieds de longs et de 28 de large dédiée à Sainte-Anne, renommée par les pèlerinages qu'on y fait, un côté de la dite église tombe en ruine et a besoin de réparation, il y a un presbytère en colombage." Passage from Bishop Laval, "Plan général de l'état des missions du Canada fait en l'année 1683," in H. Têtu and C.O. Gagnon, *Mandements, lettres pastorales et circulaires des évêques de Québec* (Québec: A. Côté, 1887-88), 115-17.

20 The parish was created by Laval in 1678. See "Ephémérides de Sainte-Anne-de-Beauré," *Bulletin des recherches historiques* 30, no. 7 (July 1924): 207.

21 Louis Marin, *Le portrait du roi* (Paris: Éditions de Minuit, 1981), 152 (my translation).

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