

CATALINE

The Life of
BC's Legendary Packer



SUSAN SMITH-JOSEPHY
with IRENE BJERKY

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While few photographs exist of Jean "Cataline" Caux, those that do show the weather-worn face and solid build of a man who fits the legends of the oldest and most famous of the gold rush packers of BC. Image 2003_30_4 courtesy of The Exploration Place

INTRODUCTION

by Irene Gail Bjerky,
C'eyxkn, Yale, BC



Cataline the packer—a fascinating yet elusive figure in BC history. 'Twas the stuff of myths and legends. He is sometimes referred to as North America's most famous packer, but some of the information was truly hard to find. So much speculation and conjecture.

Cataline is a famous, yet marginally shadowy figure in the historical records of our wonderful province. He's an enigma to me, and I spent years trying to track him through museums, books and newspaper accounts. Luckily, my career as a boilermaker took me along the pathways that he ran mule trains through for fifty-five years, and I was able to follow his trails. I have been chasing his character since 1973.

I heard tales of his honesty, his stamina and determination, and his various quirks of rubbing whisky into his hair and keeping order with a horseshoe. His deadly aim with a Mexican knife. His garbled mix of languages, his fair treatment of all races of men in his employ, his perfect memory for his accounts, and his custom of buying a brand-new white shirt on every trip. His habit of bathing naked in the snow or a fresh cold creek every morning. His ability to sleep outdoors with nothing but a tarp on the

ground, and never wearing socks. It was Judge Begbie who helped to sponsor him as a Canadian citizen. The stories went on and on, each more interesting with every word I read.

I knew he was part of my family history; I know for certain he was the father of my great-grandmother's siblings and most likely the father of my own great-grandmother Clara. He chose to marry their Indigenous mother, Amelia, as a "country wife."

I have been given Amelia's Indigenous name of C'eyxkn. My great-grandmother Clara remembers having to run to the creek every day for her bath, then having to lash herself with cedar boughs. I have always wondered if this is where Cataline learned that practice of the daily bath ritual.

After at least eight years and several children later, he and Amelia parted ways, but he always took care of them with money and goods.

With the help of my research, Susan has written this book about my ancestor Jean Jacques "Cataline" Caux. Her continuing research is impeccable, and I learned many things from her manuscript that helped to fill out a lot of the facts. I learned that he had come from France with his brother Jean-Pierre in 1857 and that they had travelled and packed together for some years. I found out that they indeed had travelled to California, then came here to BC for the latest gold rush.

Another interesting thing that I discovered was that he was a packing partner with Joe Castillou, the father of Henry Castillou, "the Cowboy Judge of the Cariboo." It turned out that Joe Castillou, given the moniker "the Castillion," was born only seven miles (eleven kilometres) away from Cataline's town of Oloron-Sainte-Marie. They packed for James Alexander Teit, a famous ethnologist for the Boaz expeditions, who recorded a rap-

idly disappearing way of life for the Indigenous peoples of the BC Interior. Judge Henry and Teit both have excellently documented collections at the Nicola Valley Museum & Archives. Judge Henry recorded his recollections of these times, and of course everyone in historical circles knows of Teit's works on the Interior peoples.

I am so proud to be a part of Susan Smith-Josephy's book on Cataline and am so happy that she has included me as a contributor and fellow researcher.

Publisher's Note: We acknowledge that the use of the term "Indian" to refer to Canada's Indigenous Peoples is outdated, but is kept in direct quotes of historical documents throughout this text, to maintain the context of these documents.

CATALINE AND THE LAW



Cataline's loss of half his animals was a devastating financial and emotional blow. He headed for Barkerville with his crew and the remains of his mule team, and there, in late November 1871, he was sued for \$500 in damages by Nicholas Cunio (also known as Nicola Cuneo). Cunio accused him of breach of contract for failing to deliver a load of freight from Yale to his saloon and brewery in Barkerville. George Wallace, who had established Barkerville's *Cariboo Sentinel* in order "to disseminate mining intelligence and eradicate official abuses of power,"⁶¹ covered the County Court hearing held on Thursday, November 30, in Barkerville. In the December 2 edition of the paper, he told his readers that this case "was a very important one as affecting the validity of verbal contracts."⁶²

Cunio was represented by the formidable McGill University trained lawyer George Anthony Walkem, who had just been elected to BC's first legislative assembly as the member for Cariboo and was destined to serve as BC's premier from 1874 to 1876 and 1878 to 1882. Cataline was defended by a pair of up-country lawyers, Davie and Park (the latter was reputed to have a drinking problem), and they arranged for a French translator to help him during the trial. Although at this point he certainly knew enough English to conduct

a successful business, he had a strong accent and probably felt more comfortable dealing with such serious legal business in French.

On the stand, the brewery owner told a convoluted tale that began with a meeting with Cataline in mid-August. At this time, Cunio had told Cataline that he had contracted with a packer named M.C. Davis to bring 15,000 or 16,000 pounds (6804 or 7257 kilograms) of freight from the warehouse of Kimball & Gladwin in Yale to Barkerville for him. When Cataline told him he had heard that Davis had sold his pack train, Cunio offered the job to Cataline. After settling on a price of 12½¢ a pound, Cataline agreed to pack his freight from Yale, but over the next two days, he asked several times whether they should have a written contract. Cunio said they had both agreed it was not necessary since they had known one another a long time. Subsequently he telegraphed Kimball & Gladwin to deliver the goods to Cataline when he came to Yale, but a few days later, they telegraphed back to say that Cataline had advised them not to keep the freight for him because he was going to Germanson Creek. As a result, Cunio was obliged to find other means of transporting his goods and lost both money and time. He was followed on the stand by five witnesses who all swore they had heard Cataline promise to bring Cunio's freight from Yale to Barkerville.

After hearing the witnesses, Cataline's lawyer, Mr. Davie, moved for a non-suit on the grounds that Cataline was not a "common carrier" who was bound to carry goods for all parties. He said a contract must be obligatory on both parties, but in this case, there was nothing to bind either party because nothing had been done under agreement. His colleague, Mr. Park, added that it was a maxim of the law that no action could lie on a naked contract, and this contract was definitely naked, because the plaintiff

had not shown payment of monies, delivery of goods or a written agreement. Walkem called the defence's arguments absurd and contrary to common sense and justice. The judge agreed; there was, he said, good cause for court action to continue.

Mr. Davie then opened the case for the defence, and Cataline, taking the stand, told the court through his interpreter that

Cunio asked me if I had seen Davis at Quesnelmouth, and if I knew what he was doing and where he was going. I told him I did not know but had heard that he had sold his train; the plaintiff asked where I was going and said that, if I would go to Yale, he would give me the freight if Davis did not take it, and he would telegraph to Kimball & Gladwin to that effect. I said I would go if he would bind himself by a written contract, but he would not give one; he said if I went to Yale, I could bring a load from there at 12½¢, and if I made up my mind to go I should telegraph down, but I said I might go to Stuart's Lake; I would have preferred a load from Yale if secured, but I telegraphed on August 20 to Kimball & Gladwin not to keep the freight as I was going to Germansen Creek....⁶³

Park then argued that the plaintiff's suffering was due to his own negligence since, even if Davis had sold his train of mules, he might have "brought the goods by another conveyance." The reason, Park said, that Cunio had not been willing to give Cataline a contract was that he would have then had to pay Davis \$500 as a penalty for breaking his contract with him. It now became

evident that Walkem viewed this case as a means to bring all packers into line because he countered Park's statement by saying that "packers should be compelled to fulfil their contracts, the breach of which had been a fruitful source of litigation for the last ten years. Where, as here, there were mutual promises and mutual considerations, there was no necessity for writings."⁶⁴

However, after deliberating for just half an hour, the jury, which was composed of five local men—James A. Laidlaw (foreman), Henry Cline, F. Perret, J.C. McMillan and Benjamin Springer—returned a verdict in favour of the defendant. For Cataline, this should have been reason for celebration, but unfortunately the repercussions from his decision not to carry Cunio's goods were not over. In the Richfield police court on Saturday, December 2, he was charged with perjury "on the information of N. Cunio," a perjury that was allegedly committed during the County Court trial "by swearing falsely that he had not made an express agreement with the complainant to bring a quantity of freight from Yale."⁶⁵ The Richfield magistrate decided there was sufficient evidence to warrant the case being sent before the grand jury at the next assizes, and Cataline was forced to provide bail in the form of two sureties for \$1000. Since he had lost thirty of his sixty mules just weeks earlier, this was a crippling blow.

The final chapter of this story occurred on Wednesday, June 5, 1872, when Cataline appeared before his old friend Judge Matthew Baillie Begbie at the Richfield assizes on the perjury charge. There was some wrangling between the lawyers, but in the end, the grand jury returned a decision of "No bill" in the case of Regina v. Caux, and Cataline's ordeal was at last over. By this time, Cunio no longer owned the brewery and saloon, having sold them to a man called Vaillancour, so it is quite possible that Cunio's

determination to get his “pound of flesh” from Cataline had been entirely due to the rough state of his own finances.

There was, however, a postscript of sorts to this story. It was told in 1959 by Cataline’s friend, the former police officer Sperry Cline, who was the son of one of the jurors at Cataline’s first trial. He wrote that

Cataline had moved to the Cariboo and had squatted on a piece of pasture land where he kept his stock. As civilization advanced, Cariboo ranches became valuable and someone protested his right to the land on the grounds that he was not a citizen. Begbie had received news of the pending court action [against Cataline] and was on his way to Richfield to hold court. On his way up the Cariboo Road he met Cataline, convened an impromptu court and naturalized him or, as Cataline described it, he “come Canada boy.” When the petition was read in court in Richfield, Begbie said in a rather surprised voice, “What’s this? Cataline is a citizen naturalized by my court. Proceed with the next case.”⁶⁶

It would seem that Begbie had remembered that long-ago day when Cataline had been there to “standa by the judge.”