No

Sale By
Mr. Albert. F. Dawes
To
The Montreal Park and Island Railway Company.

On this day of the month of in the year of Our Lord one thousand eight hundred and ninety seven.

Before me, Léon Forest the undersigned Notary Public duly commissioned and sworn in and for the Province of Quebec, residing and practising in the Town of Lachine, in the District of Montreal.

Personally came and appeared:

1° Albert-Frederick Dawes, Gentleman-Farmer, of the said Town of Lachine, in the District of Montreal, hereinafter called the Vendor, Party of the first part; and — 2° The Montreal Park and Island Railway Company, a body politic duly incorporated by an Act or Statute of "The Legislature of the Province of Quebec entitled: "An Act to incorporate The Montreal Park and Island Railway Company, assented to on the 9th Mai 1885" — and subsequent Acts of the same Legislature, having its Chief Office and place of business in the City of Montreal, hereinafter called "The Purchasers", and hereinacting by

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both of the said City of Montreal, and both duly authorized for the purposes hereof — Parties of the second part.

Who declared unto us, said Notary, as follows:

Whereas the pieces of land hereinafter described are required for the construction of the Railway or Tramway which the said Purchasers are empowered to built, make & complete under and by virtue of the Act of Incorporation of the said

said Montreal Park and Island Railway Company; and Whereas the said Vendor has promised and agreed to sell, bargain, convey and transfer to the said Purchasers, the said pieces of land herein after described subject to the conditions herein after mentioned;

Now therefore, these presents and I, the said Notary witness:

That the said Albert Frederick Dawes, did declare to have conveyed and sold and by these presents the said Albert-Frederick Dawes doth sell and convey with promise of warranty against all gifts, dowers, mortgages, substitutions, alienations, debts and other hindrances generally whatever, to the said Montreal Park and Island Railway Company, the Purchasers above named, accepting hereof, by its executive Officers hereinbefore named, to wit:

1° A strip of land containing fifty feet in width by six hundred and nineteen feet in length, english measure, or a superficies of Thirty Thousand nine hundred and fifty feet, situate on the eastern side of Dawes Avenue, in the West Ward of the Town of Lachine, to be ~~pro~~ extracted from that lot of land known and designated under Number one hundred and eighty four on the Plan and in the Book of Reference of the Cadastre of the said Town of Lachine, starting from a point on the division line between lot number One hundred and eighty four and lot number One hundred and ninety seven on the said Plan and in the Book of Reference of the Cadastre of the Town of Lachine, at a distance of ninety seven feet from the intersection of said division line with the land of the Montreal and Champlain Railway Company, thence running in a westerly direction across said lot number One hundred and eighty four, a distance of six hundred and nineteen feet to Dawes Avenue; said strip of

land

land being bounded as follows: Towards the east, by lot number One hundred and ninety seven of the Cadastre of the said Town of Lachine; towards the west by a Street called "Dawes Avenue"; towards the north and towards the south by the remainder of said lot number One hundred and eighty four, N°184, of the said Cadastre of the Town of Lachine - and the northern line of the

2e Another strip of land containing fifty feet in width by one hundred and fifty five feet in length, english measure, or a superficies of Seven thousand seven hundred and fifty feet, situate on the western side of Dawes Avenue, in the West Ward of the Town of Lachine, to be extracted from said lot of land, known and designated under Number One hundred and eighty four on the Plan and in the Book of Reference of the Cadastre of the said Town of Lachine, starting from a point distant about four hundred feet from the level of St Joseph Street, measured along the westerly side of Dawes Avenue, thence running in a northwesterly direction a distance of one hundred and fifty five feet across the western portion of said lot number one hundred and eighty four to the division line between said lot number one hundred and eighty four and lot number one hundred and eighty one of the Cadastre of the said Town of Lachine - and said strip of land being bounded as follows: Towards the east, by Dawes Avenue; towards the west, by lot number one hundred and eighty one of the Cadastre of the said Town of Lachine, and on the north and south sides by the remainder of said lot number one hundred and eighty four, of the Cadastre of the Town of Lachine

The two strips of land hereinbefore described and hereby sold contain together a total area of Thirty eight thousand seven hundred feet, english measure, and are

more

"the said strip of land hereby sold running from east to west and passing at a point distant about twenty three feet to the south of the south western angle of the fence enclosing the present Homestead of the vendor on the said lot number One hundred and Eighty four. of the Cadastre of the Town of Lachine.
C. M. O.
A. F. D.

more expressly shewn and delineated on two special plans thereof remaining annexed to the original hereof after having been accepted and approved by the said Parties hereto and by them signed in presence of and with the said Notary, and by them paraphed "paraphé" ne varietur" for reference when needed.

With all and every the rights, members and appurtenances thereto belonging, without any exception or reserve on the part of the vendor, and of which the said Purchasers, acting hereto as afores-aid, declared to have a perfect knowledge, as having seen and viewed the same, and therewith to be content and satisfied.

Title.

The Vendor is lawfully seized of the said lot of land number one hundred and eighty four, No 184, of the Cadastre of the Town of Lachine, as being the universal Legatee in full property of the estate and succession of the late James Powley Dawes, Senior, his father, in his lifetime of the said Town of Lachine, Gentleman, who died at Lachine on the eleventh day of January one thousand eight hundred and seventy nine, in virtue of the Will and Testament of the said James-Powley Dawes, Senior received and passed before Me. W. A. Phillips and G. F. Cleveland, Notaries, at Montreal, on the twenty ~~eighth day of~~ seventh day of September A. D. one thousand eight hundred and seventy eight, a copy whereof was duly registered under No 3275 - at the Registry Office of the Registration Division of the Counties of Hochelaga and Jacques Cartier, in Reg: A. Vol: 1. fol: 123. on the 4th February 1879 - with the "Avis Déclaratoire" required by Article 2098 of the Civil Code of Lower-Canada stating that amongst the properties left by the said James-Powley Dawes, Senior, was lot number one hundred and eighty four on the Plan and in the Book of

Reference

Reference of the Cadastre of the Town of Lachine.

The said James-Powley Dawes was at the time of his death lawfully seized of the said lot number one hundred and eighty four of the Cadastre of the Town of Lachine, as having acquired the same with a more extensive property, by virtue of a Deed of Sale and Adjudication to him consented before Mtre. James Smith and his Colleague, Notaries, at Montreal, on the fifth day of the month of June one thousand eight hundred and fifty five, ~~a copy~~ by Mrs Elizabeth Leishman and others - a copy whereof was duly registered at the then Registration Division of Montreal, under number 19.946 G.H.R. and also by virtue of the will and Testament "of the late Dame Mary Leishman, his first wife who died at Lachine on or about the thirteenth day of March A.D. one thousand eight hundred and fifty six - after having made her Testament before Mtre. J. Smith, Notary, and two witnesses, on the eighth day of March A.D. eighteen hundred and fifty six, a copy whereof was duly registered at the then Registration Division of Montreal, on the 27th March 1856, under No 20509. C. M. O. A. J. D."

The said Elizabeth Leishman and others, were proprietors of the said lot of land, in virtue of the last Wills and Testaments of their deceased Father and Mother, the late Andrew Leishman and Elizabeth Clapperton, his wife, said last Wills being received and passed before Mtre. J. Dubreuil and his Colleague Notaries, on the fourth day of March one thousand eight hundred and forty six.

The said Andrew Leishman had himself acquired the said lot of land from Sir John Johnson by Deed executed before Mtre. Henry Griffin and his Colleague, Notaries, on the seventeenth day of October one thousand eight hundred and seventeen, and further by Deed from the Honorable James Stuart & al, ès-qualité, before the same Notaries, on the twenty third day of August one thousand eight hundred and thirty seven.

Tenure.

The said lot number one hundred and Eighty four No 184. of the Cadastre of the Town of Lachine - formerly in the Parish of Lachine - is held "en franc alleu roturier" in virtue of a Deed of Commutation granted by "Messieurs les Ecclésiastiques du Séminaire de St Sulpice de Montréal", executed before Mtre P. Lacombe

and

and his Colleague, Notaries, on the fourth day of July one thousand eight hundred and fifty five.

Possession.

To have and to hold, use and enjoy the aforesaid bargained and sold strips or pieces of land and premises, unto the said Purchasers, "The Montreal Park and Island Railway Company", their successors and assigns, from this day henceforth and for ever, by virtue of these presents.

Vendor's Declaration.

The said Vendor doth hereby declare that the said lot of land Number One hundred and eighty four of the Cadastre of the Town of Lachine is free and clear of all mortgages and incumbrances generally whatsoever.

Conditions.

The present Sale and Conveyance has been made subject to the following conditions, to the fulfilment of which the said Purchasers, acting hereto as aforesaid, do hereby bind and oblige themselves, viz:

1st To take the above described pieces of land in their respective present condition.

2nd. To suffer all ~~servitudes~~ passive servitudes, if any, which may affect the said property, with the right of enjoying all active servitudes, with the right of defending themselves against the former, and of availing themselves of the latter, as they may see fit, the Vendor being without any warranty in this respect, the said Vendor declaring however that he knows of no pasive servitude affecting the said lot of land. It is however, well understood and expressly covenanted # between the said Vendor and the said Purchasers that the said Albert Frederick Dawes, his heirs and assigns shall forever have the right to construct and keep in repairs at his own costs a Canal built of wood or with brick or with iron pipes from His Homestead to the present drain or ditch which crosses the strip of land hereby sold and here in before described in the first place, at the south east corner of said Homestead.

C. M. O.
A. F. D.

3rd That in consideration of the price of the present Sale, the said Vendor doth hereby release the Purchasers from all claims for damages caused by the Construction of the Railway or Tramway over the said lot number one hundred and eighty four of the

Cadastre

Cadastre of the Town of Lachine, or by the exercise of the said Purchasers' Powers thereon.

4th That the Purchasers, their successors or assigns shall erect and maintain on each side of their railway or Tramway proper ditches or drains, and proper fences, as provided by the Quebec Consolidated Railway Act - 1888 - and its amendments, or by the Railway Act of Canada; and further that the said Purchasers, their successors and assigns shall construct and maintain, for the use and convenience of the said Vendor, his successors or assigns, at places to be decided upon between the Parties hereto, proper Railway Crossings, with proper gates and fastenings to enable the said Vendor, his successors and assigns, to cross the Railway or Tramway, at any time, from one side to the other - said Railway Crossings, gates and fastenings to be maintained in perfect good order, at all times, by the said Purchasers, their successors or assigns, and at their costs and expenses, from this day forthwith.

5th That the said Purchasers shall pay and acquit all the school and municipal taxes, and any other impositions and assessments that may be legally imposed or levied in future on the pieces of land hereby sold.

6th That the said Vendor shall have no expenses to pay in respect of and under the present Sale except the costs of the Certificate from the Registrar of the Registration Division of the Counties of Hochelaga and Jacques Cartier.

7th That the said Purchasers shall pay the costs of these presents and shall furnish, at their costs and expenses a duly registered Copy hereof to the said Vendor within thirty days from the date hereof.

And in consideration of the said Sale and of the Release of the Purchasers from any claim for compensation

pensation for damages caused by the exercise of the powers of the said Montreal Park and Island Railway Company upon the pieces of land hereby conveyed and sold, the said Purchasers acting and represented hereto as aforesaid do hereby bind and oblige themselves to pay to the said Vendor, accepting thereof, the sum of Twenty three hundred and twenty two Dollars ($2322.00/100) currency, which sum the said Vendor doth hereby acknowledge and confess to have had and received of and from the said Montreal Park and Island Railway Company at the execution hereof, and whereof a full discharge and final acquittance is hereby given and granted.

And in consideration of the premises the said Vendor doth hereby transfer and set over to the said Montreal Park and Island Railway Company, its successors and assigns, all his rights, claims, titles, interests, possession and all the rights generally whatsoever which he can have or pretend to have in and upon the strips of land hereby sold and hereinbefore described, from this day henceforth, by virtue of these presents.

And to these presents also intervened before the said undersigned Notary, Dame Cecilia-Maud Lee, wife of the said vendor with whom she resides in the said Town of Lachine, and by her husband, the said Albert-Frederick Dawes duly authorized to all the intents and purposes hereof.

Who, in consideration of the premises, has hereby declared to have voluntarily renounced as well for herself as for the children born or to be born of her marriage with the said vendor, to all dower, either prefix or customary (prefix ou coutumier) and to all hypothecary-clauses for dower or matrimonial rights, and for all other rights and claims which she or her said children may have or could pretend in and upon the pieces of land hereby sold, - either by law, by contract of marriage or otherwise.

For this, &c

And for the execution of these presents the said parties have elected their domicile at their places of residence above mentioned.

Whereof Acte: Done and Passed at the said City of Montreal, on the day month and year first above written, under Number Five Thousand

of the original Deeds of record in the office of the said Notary.

Then the said Parties hereto have signed with the undersigned Notary, after these presents were duly read over according to law.

C. Maude Lee Dawes
Albert F. Dawes.

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PLAN

of the

Montreal Park & Island Railway

across lot No. 184 the property

of

Albert F. Dawes

Town of Lachine

Scale - 50' = 1"

Montreal, 10 March 1897

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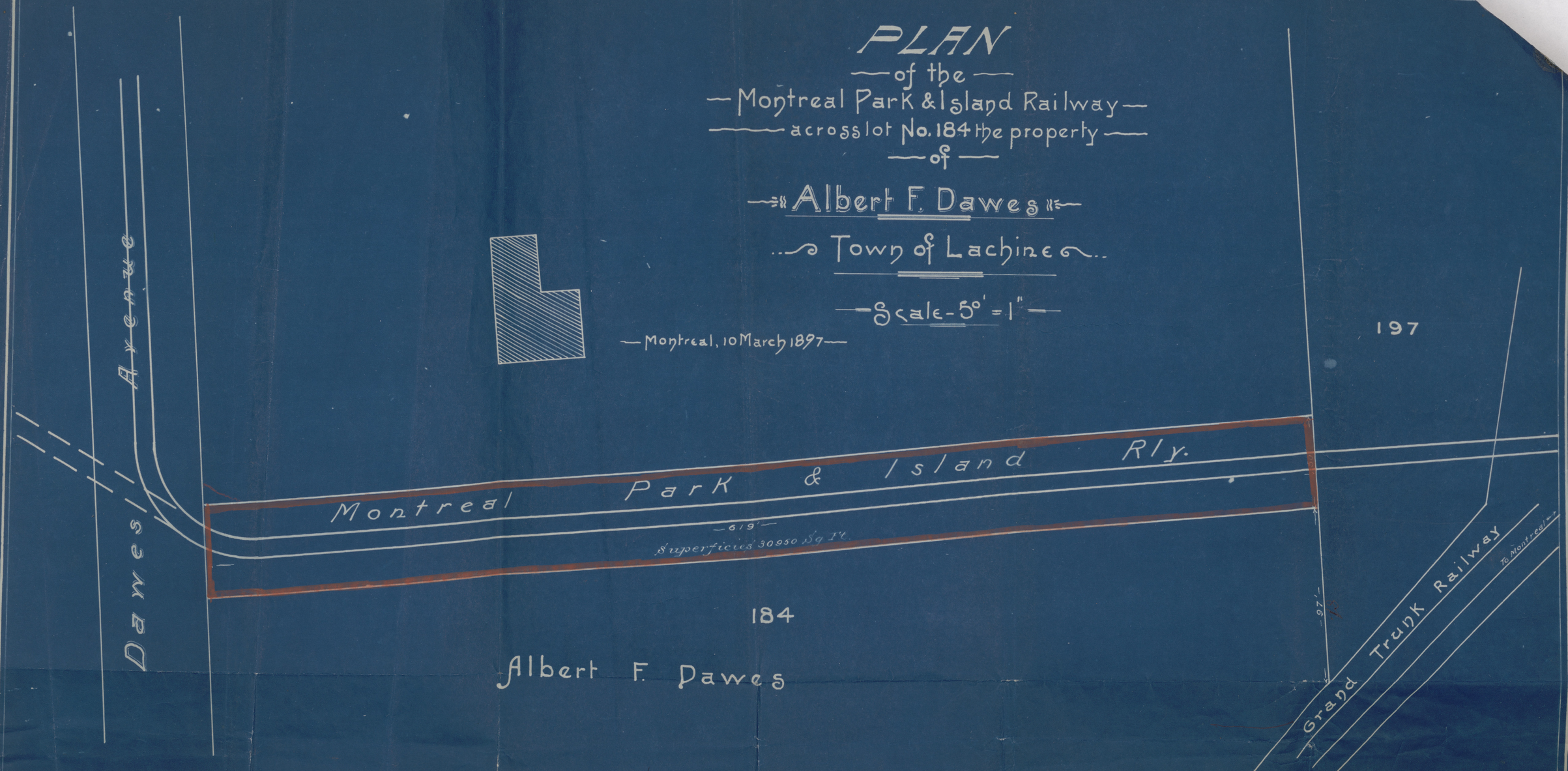

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Acknowledged as true, accepted and approved by the Parties named in a certain Deed of Sale consented by Albert Frederick Dawes to the Montreal Park and Island Railway Company, before Me Leon Forest, Notary at Lachine, on the day of the month of A.D. one thousand eight hundred and ninety seven, in conformity with the mention made in said Deed - after having been carefully examined and by them signed and paraphed "ne varietur" - in presence of and with the said Notary.

C. Maude Lee Dawes

Albert F. Dawes.

PLAN

— of the —

Montreal Park & Island Railway

across lot No. 184 the property

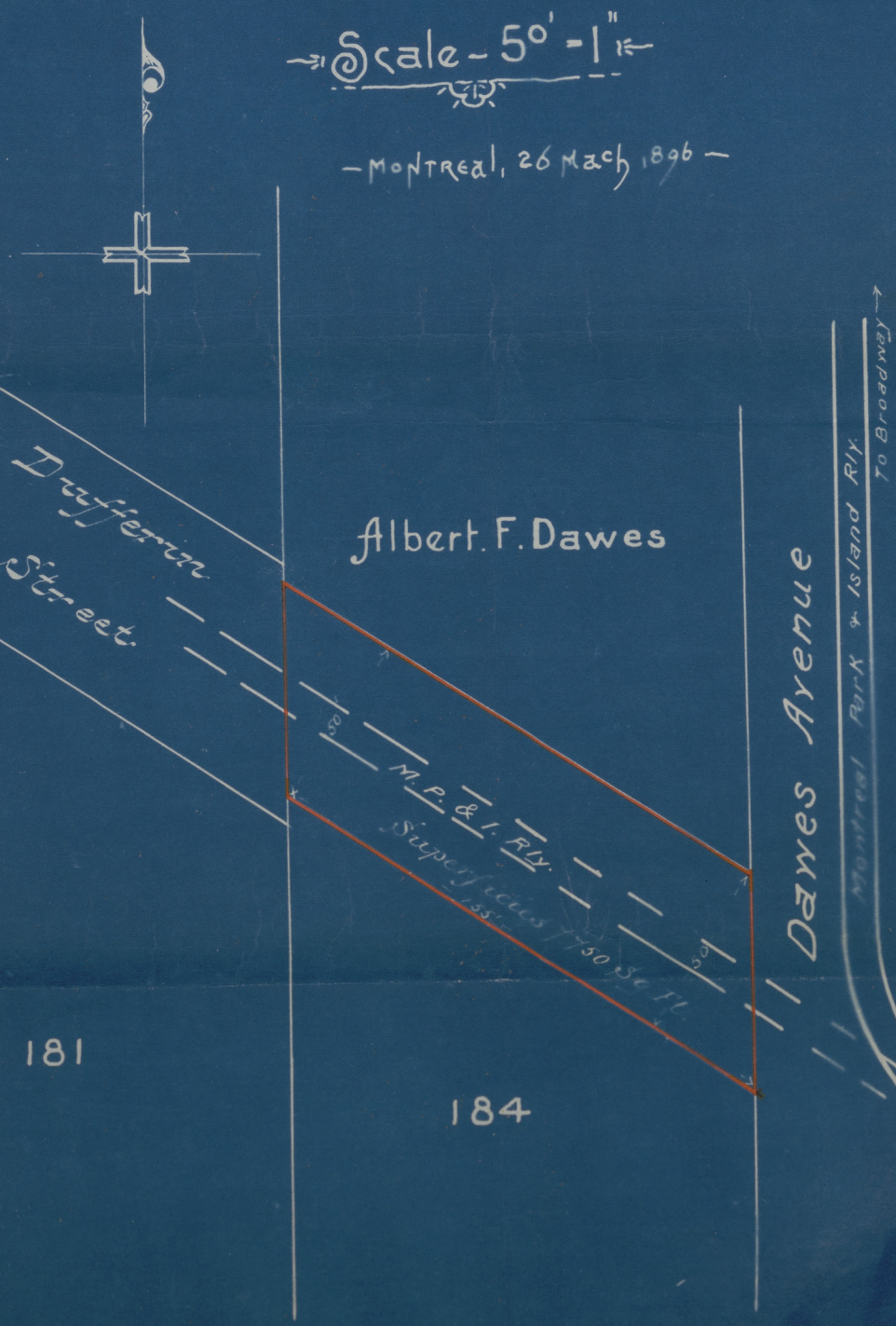
of

Albert F. Dawes

Town of Lachine

Scale - 50' - 1"

— Montreal, 26 March 1896 —



Acknowledged as true, accepted and approved by the Parties named in a certain Deed of Sale consented by Albert Frederick Dawes to The Montreal Park and Island Railway Company. before Mtre. Léon Forest, Notary, at Lachine, P.Q. on the day of the month of A.D. one thousand eight hundred and ninety seven, in conformity with the mention made in said Deed, after having been carefully examined, and by them signed & paraphed "Ne varietur" in presence of and with the said Notary.

C. Maude Dawes

Albert F. Dawes.

Mrs Albert Dawes