



On this day, the *First* of *February*
in the year of Our Lord, One Thousand Eight Hundred and ~~sixty~~ *seventy* Before
the undersigned Public Notary, duly Commissioned and Sworn, in and for the
heretofore Province of Lower Canada now the Province of Quebec, in the DOMINION
OF CANADA, residing in the CITY OF MONTREAL, in the said Province:—

Personally Appeared,

James Powley Dawes Senior
of the Parish of *St. Michel de Lachine* in the
District of *Montreal* Esquire, _____

who acknowledged and confessed to have bargained, sold, assigned, transferred and
made over, and by these presents doth bargain, sell, assign, transfer and make over,
from henceforth and forever, with promise of warranty, against all gifts, dowers,
mortgages, substitutions, alienations, and other hindrances whatsoever, to

James Powley Dawes Junior and Andrew J.
Dawes Esquires both of the same place, _____

parties to these presents, and accepting thereof, for themselves ~~theirs~~ and assigns,

the following lots of land in the deeds of acquisition of the said James Powley Dawes
Senior described as follows.

1^o A farm situate at the said Parish of *St. Michel de Lachine* in the said Dis-
trict of *Montreal*, containing about *Eighty* Arpents in superficies, that is about
Two Arpents, in front by about *Thirty seven* Arpents in depth or thereabouts,
the whole more or less, without any warranty as to precise measurement such
as the same is belonging to the said Vendor the said farm or lot of land being rather
irregular and varying in its breadth, bounded the said farm in front by the *Lachine*
Railroad, now called the *Montreal and New York* Railroad, in rear by the *Décaries*
on one said side partly by *Thomas Dawes*, and partly by the estate of the late *St.*
Germain, and on the other side by the estate of the late *ell. Rae*, without any build-
ings being thereon erected.

2^o A Lot of land or emplacement situated in the said Village of *Lachine*
in the Parish of *Lachine* containing *Sixty* feet in front by one hundred feet in
depth, English measurement front and depth, bounded in front by a street (which
said Street be public from this date) in rear by the estate of late *John Kerr*,
on one side by the *Montreal and New York* Railroad Company on the other
side by the said Vendor, without any building thereon erected.

3^o A farm or lot of ground situate and being in the Parish of *Lachine* in
the District of *Montreal*, having *five* arpents by the width which it may contain at this
depth, taking one arpent four perches and six inches in breadth, increasing
in width as it runs to the further depth of *Twenty* arpents its termination
and where the said lot of land has two arpents three perches and six inches
in breadth, the whole making *Forty* arpents more or less in superficies,
bounded in front and on one side by the Vendor, in rear by the lands of *Cote de*
Liesse, and on the other side by *Joussaint Décaré* without any buildings thereon
erected, together with a road ten feet wide, and a ditch running along the same
from the *Queen's* highway to the said lot of ground, as mentioned and described
in the old titles of the said lot of land, and as set forth in the agreement
substituting

said purchasers shall pay and discharge to the
concomitant of said Vendor the sum of Two Thousand
Dollars to their Brother Thomas Amos Dawes being
the amount bequeathed to him under his said Mother's
Will, and payable after the death of the said
James P. Dawes Sr

AND for Security of the due and faithful payment of the said balance of con-
sideration money and interest, the hereby bargained and sold lot of land
and premises, are, by these presents, specially, and by privilege of
Baillieur de fonds, mortgaged and hypothecated.

AND in consideration of the premises, the said vendor
doth hereby transfer and set over to the said purchaser all right of property,
claim, title, interest, demand, seizin, possession and other rights whatsoever, which
the said vendor can have, demand or
pretend in or upon the aforesaid hereby bargained and sold lot piece or parcel
of land and premises of which he hereby divest himself

in favor of the said purchaser their heirs and assigns
consenting and agreeing, that the said purchaser be, and remain seized and in-
vested with the full and entire possession thereof, and for that purpose, doth hereby
constitute the bearer of these presents his Attorney, to whom
he gives all necessary power and authority to that effect,—For thus, &c.

And at the making and passing of these presents also personally appeared and
intervened Dame Elizabeth Leishman wife of the said James P. Dawes Senior by her said husband duly and specially authorized for all and every
the effects and purposes hereof who, after having had and taken communication of
the foregoing Deed of Sale, declared to have renounced, as by these presents she
doth, as well in her own name and behalf, as for and in the name and on behalf of
her child or children born or to be born, issue of her marriage with the said
James P. Dawes Senior renounce to all dower and all right and title of
dower, soit coutumier ou prefix which she the said Elizabeth Leishman
might or of right ought to have or claim in or upon the above described and hereby
bargained and sold lot, piece, or parcel of land and premises, of which she hereby
divests herself and her said children, declaring the said property and every part
thereof, hereby freed, cleared and discharged of and from all her said rights of Dower
and all other her matrimonial rights and claims whether legal, stipulated or
customary.

AND for the execution of these presents, and of every the premises, the said
parties have elected their domicile, at the place above mentioned.—Where, &c.—
Notwithstanding, &c.—Promising, &c.—Obliging, &c.—Renouncing, &c.

DONE AND PASSED at the said City of MONTREAL, in the office of James Stewart
Notary the said Notary, on the day, month and year first before written
in the fore noon, and signed by the said parties hereto.

with and in the presence of said Notary, also hereunto subscribing, these presents
having been first duly read, and executed under the number Fifteen thousand
six hundred and sixteen.

(Signed) James P. Dawes,
" James P. Dawes, Jr.
" Andrew J. Dawes.
" Elizabeth Dawes.
" J. S. Hunter N. P.

A true copy of the Original hereof remaining of records
in my office, Six words erased are null. One mar-
ginal note is good.

Hunter N. P.

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satisfaction of said Vendor the sum of Two Thousand
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claim, title, interest, demand, seizin, possession and other rights whatsoever, which
the said vendor _____ can have, demand or
pretend in or upon the aforesaid hereby bargained and sold lot piece or parcel
of land and premises of which he hereby divest s himself _____

_____ in favor of the said purchaser s their heirs and assigns
consenting and agreeing, that the said purchaser be, and remain seized and in-
vested with the full and entire possession thereof, and for that purpose, doth hereby
constitute the bearer of these presents his _____ Attorney, to whom
he _____ gives all necessary power and authority to that effect,—For thus, &c.

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in my Office, Six words of said are null. One may
original note is good.

James Stewart

1st February 1870.

Deed of Sale

From
James Portey Dances Esq

to

James Portey Dances Junior
and Andrews J. Dances Esqrs

(Copy) 2.

Regd. 28. 2. 70.

No. 57120. 21716

J. G. Humber Esq