



Before the undersigned Notary Public duly commissioned and sworn in and for the Province of Québec, in the Dominion of Canada, residing in the Town of Lachine, in the District of Montreal, in the said Province of Québec.

Personally came and appeared James P. Dawes, Senior, Esquire, Gentleman, of the said Town of Lachine, in the said District of Montreal.

Who has bargained, sold, assigned, transferred and made over, and by these presents doth bargain, sell, assign, transfer, and make over, with promise of warranty against all gifts, dowers, mortgages, substitutions, alienations and other hindrances whatsoever, for Mr. James Young, Cooper, of the said Town of Lachine, hereto present and accepting hereof for himself, his heirs and assigns, to wit: — "A lot of land lying, being and situate in the said Town of Lachine in the County of Jacques Cartier, in the said District of Montreal, containing fifty feet in breadth by one hundred and thirty four feet in length on the eastern line and one hundred and sixty feet in length on the western line, English measure, and bounded as follows: — in front by the Queen's Highway, in rear and on the western side by the said vendor, James P. Dawes, Esquire, and on the other side, by Benjamin Carignan, with any building thereon."

1/2 without.
H. J. G.

The above mentioned and sold lot of land is known as number three (No 3) on the plan of the subdivisions of the Property of the said Vendor made and prepared by H. J. G. Renaud, Esquire, of Montreal, Provincial Land Surveyor, at Montreal, under date of the 14th October 1864, a copy of which Plan is remaining in the possession of the said Vendor for reference when needed.

With all and every the members and appurtenances thereto belonging, of which the said Purchaser

Chaser

chaser declares to have a perfect Knowledge as having seen and viewed the same, and with which he is content and satisfied, without any reservation of any part or portion of the aforesaid bargained and sold premises on the part of the said vendor, who is lawfully seized thereof by virtue of a good and sufficient title, as having acquired the same, with a more extensive property from Miss Elizabeth Leishman & alie. - as per Deed of sale received before Mr Jos: Smith and his Colleague, Notaries, at Montreal, under date of the fifth day of June one thousand eight hundred and fifty five, a copy of which has been duly registered in the Registry Office of the Registration Division of Montreal under number 19946. G. H. R. on the 19th November 1855 at Reg: B. Vol: 39. Folio

29.

to enjoy the aforesaid bargained and sold premises
 J. P. P.

The aforesaid hereby bargained and sold premises are held en franc aleu Poturier as having been duly commuted.

To have, hold, use and sold lot of land and premises, unto the said purchaser, his heirs and assigns, as his and their own proper freehold forever, by virtue of these presents, and to take possession thereof immediately.

The present sale is so made subject to the following clauses, conditions and stipulations, which the said Purchaser has bound himself to follow and execute, viz: -

- 1^o To pay half of the costs of these presents, and to furnish the said vendor with a duly registered copy thereof within thirty days from the date hereof -
- 2^o To take the said lots of land with every real servitude affecting the same, either apparent or unapparent, and subject to the municipal, school and other taxes forthwith;
- 3^o To fence in, at his own costs, the above sold lot of land

land, on any line where said lot may be contiguous to any of the said vendor's lots, said vendor being personally free towards the said Purchaser of the obligations imposed to any owner of landed property by article five hundred and five of the civil Code of Lower Canada in force in the Province. —

Inoreover the Present Sale is made for an consideration of the price and sum of Seven hundred dollars currency of this Province, in deduction of which sum, the vendor hereby acknowledges and confesses to have had and received from the said purchaser at the passation hereof the sum of fifty Dollars said currency, and whereof quit for so much: And as to the balance of six hundred and fifty dollars remaining due to complete the price of the present sale, the said Purchaser does hereby bind & oblige himself to pay it unto the said vendor, or to his legal representatives in thirteen yearly and consecutive payments and instalments of fifty dollars said currency each on the twenty sixth day of the month of September every year, the first payment of which shall become due and exigible on the twenty sixth day of September one thousand eight hundred and seventy seven, and thence to continue to make on the twenty sixth day of the month of September of the twelve following years a similar payment of fifty dollars, with interest on the balance remaining yet due of the price of the present sale, at the rate of six per centum per annum from the date hereof, said interest being payable semi-annually on the twenty sixth day of the months of September and March every year.

And for security of said balance of consideration and interest, to accrue thereon, the hereby bargained and sold lot of land and premises shall remain specially mortgaged and hypothecated

Blee -
600

paid 77. \$50
12 years
89.

Red

Act by virtue of these presents by privilege of Baillieu
de Fonds in favor of the said vendor.

And in consideration of the premises, the
said vendor hereby transfers and sets over to the
said Purchaser all right of property, claim, title,
interest, demand, seizin, possession and other
rights whatsoever which he, the said vendor, may
have, or pretend to have in or upon the aforesaid
hereby bargained and sold lot of land and premi-
ses, of which he hereby directs himself in favor of
the said Purchaser his heirs and assigns, from this
day henceforth.

And to these presents, was also present
before the said undersigned notary Mrs. Elizabeth
Leishman, the wife of the said James P. Daves
Senior, Esquire, with whom she resides in the said
Town of Lachine, and by whom she is duly and spe-
cially authorized to the effect hereof.

Which said Mrs. Elizabeth Leishman
authorized by her said husband as aforesaid, after
having taken communication of the foregoing
Deed of Sale, by the reading thereof to her made by
the said undersigned notary, has expressly decla-
red to have specially renounced as well for herself
as for the children born or which may be born of
her marriage with the said James P. Daves, Esquire,
to all dowers or rights of dowers, either customa-
ry or stipulated, tant coutumier que prefix, and
to all rights, claims, mortgages and hypothecations
that she may have in or upon the hereby bargained
and sold lot of land and premises, to secure
her said dowers or any of her matrimonial claims
and rights.

For this &c.

And for the execution of these presents the Parties hereto
have elected their domicile at their respective places
J. P.

of residence above mentioned, Where. &c.
Done and passed at the said Town of Lachine, at the
Domicile of the said Vendor, on the twenty sixth day
of the month of September, in the year of Our Lord
one thousand eight hundred and seventy six, in the
afternoon, under the number thirteen hundred and
twenty three (N^o 1323) —

And the said Parties having read with
the Notary, these presents having first been duly
read in their presence.

(Signed) James. P. Dawes
" Elizabeth Dawes
" James Young
" L. Forest N.P.

A true copy of the Original of these presents re-
maining of record in my office. One word
araised is nul & void and two marginal
notes are approved of.

Forest
N.P.



No 1323.

26th September 1876.

Recd of Sale

By

James A. Graves. Sr. Esquire

To

James Young

Copy