



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

Before Mtre J. Forest, the undersigned Notaire Public duly commissioned and sworn in and for that part of the Dominion of Canada, now constituting the Province of Quebec, residing in the Town of Lachine, in the District of Montreal, in the said Province of Quebec.

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

Who did and doth hereby Let and Lease for the term of seven consecutive years to be computed from and after the first day of the month of April next, (one thousand eight hundred and seventy eight.) and to expire on the thirty first day of the month of March one thousand eight hundred and eighty three, unto Mr. Joseph Tinning, Farmer, now residing in the Parish of Lachine, in the said District of Montreal, hereto present and accepting, Lessee, for himself, his executors, administrators, and assigns, with promise of free and peaceable enjoyment and possession during the said time, to wit:

1^o All that certain farm, piece or parcel of land lying, being and situate in the said Town of Lachine, in the County of Jacques-Cartier, in the said District of Montreal, designated and known on the official Plan and Book of Reference made and prepared for Registration purposes in and for the said Town of Lachine as lot number one hundred and eighty four, n^o 184, and containing said lot about three millions seven hundred and seventy three thousand feet in superficies, english measure, more or less, and without any warranty as to the exact measurement, with the buildings and other appurtenances

tenances there to belonging (subject however to the reservations here in after mentioned, and bounded as follows: in front by the Queen's highway, James Young, Benjamin barignon, Eusebe Mantha and the road of the Montreal and Champlain Railway company now occupied by the Grand Trunk. Railway Company, in rear by the said Grand Trunk Railway Company, on one side by Thomas A. Dawes, Junior, and on the other side partly by the heirs of the late Madame R. Hardesty and partly by the heirs of the late Louis Boyer; -

2^d. And also all that certain piece or parcel of land, lying, being and situate in the said Parish of Lachine, in the said county of Jacques-Cartier, in the District of Montreal aforesaid, designated and known on the official Plan and Book of reference made and prepared for registration purposes in and for the said Parish of Lachine, as lot number nine hundred and four, n^o 904, containing said lot four arpents and three perches in front by twelve arpents and two perches in length, or depth, on one line or side, and twelve arpents & five perches in depth on the other side, and bounded as follows: in front by the Grand Trunk Railway Company road which runs between the said piece of land and the farm described above in the first place, in rear, by the lands of some party unknown to the said Mr. James P. Dawes, Senior, on one side by the said Thomas A. Dawes, Junior, and on the other side, by the heirs of the said late Louis Boyer, without any building there on, with the whole of which the said Lessee is content and satisfied, having seen and viewed the same previous here to. The said Mr. James P. Dawes, Senior, doth hereby expressly reserve for his own use and benefit, to wit: -

1^o All the front of the farm in the first place herein before designated, from the Queen's Highway, to the ditch which flows across the said farm, from the lot of James Young towards the north-west, with all and every the houses, sheds, stables, & other buildings there on erected, but the said Lessee shall have the right of way through the said piece of land so reserved as afore said, by a road which shall be pointed out to him by the said Mr. Dawes, to communicate from the Queen's Highway to the said farm;—

2^o His Dwelling House where he now resides, and all its dependencies, the garden and orchard adjoining said Dwelling house, and all that piece of land in front of the same up to the ditch above mentioned;

3^o The right of passage on the said farm now rented to go into the bush, or maple bush, situate on the same where to cut wood either for his own use, or to sell, and to draw said wood off the said farms, and also the right of making sugar in the said maple bush;—

4^o Mr. Dawes shall also have the right to send two cows in the pastures on the said farm, with the cows of the said Lessee, without paying;—

5^o Mr. Dawes does also expressly reserve the right of disposing, either by sale or otherwise, of building lots, out of the farm here in above in the first place designated, and in case the said Mr. James P. Dawes, Senior, shall during the present lease dispose of any building lots under the present clause, or in virtue of the right by him reserved by this section, out of any part of the said farms not reserved by the first section of the reserves of the said Mr. Dawes, as here in above mentioned, then Mr. Tinning shall have the right to demand damages from the said Mr. Dawes, according to the extent of the property so sold

sold, in comparison with the whole extent of the pre-
mises now leased and rented by these presents, and
their respective value, which damages shall be fixed
between the said Mr. Dawes & the said Lessee, but in
case the said Mr. James P. Dawes, or his representatives
could not agree with the said Mr. Finning upon or
about said damages to be allowed to the said Mr.
Finning, then and in that case the said Mr. Ja-
mes P. Dawes, Senior, and the said Mr. Joseph Fin-
ning have hereby specially and expressly bound and
obliged themselves to leave the amount to be paid
for said damages to the decision of two arbitrators,
each of the said landlord and lessee naming his
own,

The arbitrators named in virtue of these presents,
shall be bound to give their award within forty
days after their nomination; provided that, after
examining the case before them, they be of the same
opinion; but in case they are not of the same opinion,
then said arbitrators shall be bound to name a third
person to give a casting vote, within the same delay
of forty days, and in case said two arbitrators could
not agree upon the nomination of a third arbitrator,
then that third arbitrator shall be named by a Judge
of the Superior court sitting in and for the said Dis-
trict of Montréal, at the instance of any of the said
landlord and Lessee.

Said Arbitrators shall not be bound to follow the de-
lays and forms established and required for proce-
dings before civil courts, but they shall pronounce
and adjudge upon said damages according to e-
quity, as amicable compounders.

The Parties here to have hereby bound and obliged
themselves to well and truly stand to, obey, abide
by, perform, fulfil and Keep and execute the awards,
order, arbitration, and final determination of said
arbitrators

arbitrators, as a judgment without appeal.

This Lease is further made subject to the following clauses, conditions, and stipulations, to wit:

1^o The Lessee shall make or cause to be made in the farm house, barns, stables, &c, and any other building rented by these presents, all tenantable customary repairs (réparations locatives) and shall at the expiration thereof, peaceably surrender the same in the like order and condition, as when given to him in possession; —

2^o The said Lessee shall spread on some part of the said lands, in a husbandman like manner, and according to the usual course of husbandry practised in the neighborhood, all the manure and compost which shall arise from the said farms, and shall, in all respects cultivate the same in a good husband-like manner, keeping the ditches and drains always clean, practising new ones where it shall be found necessary, keeping the fences and gates in good repairs and also keeping always, with the greatest care, the fields of the said farms, clear of thistles and of all sorts of bad weeds; —

3^o The said lessee shall be obliged to answer to all and every the servitudes between neighbors, and to comply with any of the Procès-Verbaux concerning ditches, by which said farms, or any part thereof, may be governed; —

4^o The said lessee shall leave all the manure and compost of the last year of the present lease, for the use of the land lord, or succeeding tenants; —

5^o The said lessee shall remain always with his family in the farm house and on the farms now rented by these presents, and shall furnish the same with moveable effects, horses, cows and other heads of cattle, and with farming implements sufficient in quantity, and quality, and value to answer

answer for the rent here in after stipulated.
The present Lease is so made for and in con-
sideration of the sum of five hundred dollars,
currency, of yearly rent, during the time of the
present lease, which yearly rent the said Mr. Tin-
ning binds & obliges himself to pay or cause to be
paid unto the said Mr. James F. Dawes, or legal
representatives, in two semi-annual payments or
instalments of two hundred and fifty Dollars,
each, the first of which shall become due on the
first day of November one thousand eight hun-
dred and seventy eight and the second, on the
first day of April one thousand eight hundred and
seventy nine, and thence to continue to make a
similar payment of two hundred and fifty Dollars,
said currency, every sixth month after wards un-
til the end of the present lease.

Mr. Tinning has hereby declared that he has carefully
examined all and every the buildings erected on
the farm above rented, and all the fences and ga-
tes on the same, and to have found them in a
first class, condition and order.

For thus &c.

And for the execution here of the parties here to
have elected their domicile. the said lessor at
his actual place of residence, and the said
Lessee at the farms herein above described and
rented, where &c.

Done & Passed at the said Town of Lachine,
at the office of Dawes & Co, on the day, month,
and year first above mentioned, under
number fifteen hundred and thirty nine
N^o 1539.

And the Parties here to have signed with
the said Notary, these presents having first
been duly read in their presence according to
law.

Signed: James P. Dawes. Sr
 Joseph Pinning
 L. Forest N. A.

A true copy of the original remaining of
record in my office.

Forest
N. A.

Vol 1539

12th October 1899

Leave
By

Mr James J. Dawes Esq

to

Mr Joseph Manning

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