On this twenty second day of the month of September in the year of Our Lord one thousand eight hundred and eighty eight.

Before Mtre. Léon Forest the undersigned Notary Public in and for 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. Albert-Frederick Dawes, of the said Town of Lachine, in the District of Montreal aforesaid, Gentleman.

Who did and doth hereby acknowledge and confess to have sold, bargained, assigned and made over, with promise of warranty against all gifts, mortgages, substitutions, alienations and other hindrances whatsoever, unto Mr. Thomas White, Engineer, of the said Town of Lachine, hereto present and accepting, Purchaser, for himself, his heirs and assigns, to wit:

— A lot of land of an irregular figure, lying, being, and situate in the said Town of Lachine, in the County of Jacques-Cartier, in the said District of Montreal, containing twenty five feet in width on a proposed Street, and about one hundred and eight feet in — width along lot number one hundred and eighty one of the Cadastre of the said Town of Lachine, by about one hundred and thirty five feet in the south line, and by about one hundred and sixty feet on the north line, more or less, and english measure, (it being well understood that the south line of the lot hereby sold shall be perpendicular to the said proposed Street which the said vendor, or his representatives, will open from the Station of the Grand-Trunk Railway Company of Canada to the main road or St. Joseph Street, in the said Town of Lachine) and containing the said lot of land as hereinbefore described about eight thousand nine hundred feet in superficies, without any building thereon.

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The lot of land hereby sold, is bounded in front by a proposed Street which shall be opened immediately, in rear by lot number one hundred and eighty one of the Cadastre of the said Town of Lachine, on the north side by a piece of land now in the possession of the Grand Trunk Railway Company of Canada, and occupied as a railway track and a railway Station now in course of erection, and on the south side by part of lot number one hundred and eighty four on the Plan and in the Book of Reference of the Cadastre of the Town of Lachine.

The lot of land sold by these presents is part of that lot of land known and designated under number one hundred and eighty four (N° 184.) on the Plan and in the Book of Reference of the Cadastre of the said Town of Lachine.

With all and every the members and appurtenances thereto belonging of which the said Purchaser declares to have a perfect knowledge, having seen and viewed the same, and therewith to be content and satisfied.

The said vendor is proprietor of the hereby sold property as having acquired the same in virtue of the Will and Testament of the late James Powley Dawes, his father, in his lifetime of the said Town of Lachine, Gentleman, received before Mtre. W. A. Phillips and his Colleague, Notaries, at Montreal, on the twenty seventh day of September A. D. eighteen hundred and seventy eight, a copy whereof was duly registered at the Registry Office of the Registration Division of the Counties of Hochelaga and Jacques Cartier on the fourth of February eighteen hundred and seventy nine, in Reg: A. Vol: 1, folio 123, under N° 3275.

And the said Vendor declares that the said James Powley Dawes, died at Lachine, on the eleventh day of January eighteen hundred and seventy nine,

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leaving in his succession the said lot of land known and designated under the number one hundred and eighty four of the Cadastre of the said Town of Lachine.

The hereby bargained and sold lot of land is held "en franc alleu roturier", as having been duly commuted by Deed of Commutation and final discharge before Mtre P. Lacombe and his Colleague, Notaries, at Montreal, on the fourth day of July one thousand eight hundred and fifty five (1855.)

To have and to hold, use and enjoy the aforesaid bargained and sold lot of land unto the said Purchaser, his heirs and assigns for ever, in full property, and to take possession thereof forthwith.

The said Vendor further declares that the said lot of land is free and clear of all mortgages and incumbrances, and of all municipal and school taxes whatsoever up to the date hereof.

It was well understood and agreed upon between the Parties hereto that the said vendor shall include the lot of land hereby sold on the Plan of the subdivision he intends to make of the front part of said lot number one hundred and eighty four, his property.

The present Sale is so made subject to the payment by the said Purchaser of the school & municipal taxes which may be legally imposed and levied thereon in future; Moreover, the present Sale is made for and in consideration of the price and sum of Six Hundred Dollars, currency of Canada; for which sum of Six hundred dollars the said Purchaser doth hereby promise and bind himself to pay to the said Vendor, or to his legal representatives, in perpetuity, an annual rent of Thirty six dollars, currency, — "avec promesse de fournir & faire valoir", payable on the twenty ninth day of September every year, the first payment whereof to become due and exigible

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on the twenty ninth day of September eighteen hundred and eighty nine, and thence yearly for ever.

It was agreed upon and covenanted between the said Parties hereto that the said Purchaser shall pay the said annual rent to Madame Elizabeth Leishman, of the said Town of Lachine, the mother of the said Vendor, during her lifetime, as she is the usufructuary legatee of the said late James-Powley Dawes Senior, her husband, in virtue of the will of the said James-Powley Dawes above related, and that the said Mr. Thomas White, or his representatives shall not have the right to redeem the said annual rent, or any part thereof during the life of the said Madame Elizabeth Leishman; — but, after the death of the said Mrs. Elizabeth Leishman, it was agreed upon and covenanted between the said Parties that Mr. Thomas White shall then have the right to redeem, at any time, the said annual rent, partially or for the whole, by payments of not less than fifty Dollars each.

And for security of the faithful payment of the said annual rent, the lot of land hereby sold shall remain specially mortgaged and hypothecated in favor of the said Vendor by privilege of "Bailleur de fonds".

The said Purchaser doth hereby bind himself to furnish a duly registered copy hereof to the said Vendor within thirty days from the date of these presents.

And in consideration of the premises the said Vendor doth hereby transfer and set over to the said Purchaser, his heirs and assigns, all his rights of property whatsoever in the hereby sold lot of land & premises, of which he hereby divests himself for ever in favor of the said Purchaser.

And to these presents also intervened before the said undersigned Notary, viz:

1° Madame Elizabeth Leishman, of the said Town

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of Lachine, in the said District of Montreal, widow of James-Powley Dawes, Senior, her late husband, acting hereto in her quality of universal usufructuary Legatee of her said husband;-

2° James-Powley Dawes, Junior, Esquire, of the said Town of Lachine, Brewer & Proprietor, acting hereto in his quality of conditional universal legatee of the said James-Powley Dawes, Senior, his late father; and

3° Andrew-Joseph Dawes, Esquire, of the said Town of Lachine, Brewer & Proprietor, acting hereto in his quality of conditional particular legatee of the said late James-Powley Dawes, Senior, his father.

Who, after having taken communication of these presents by the reading thereof made to them by the said undersigned Notary, have hereby respectively declared to accept and approve, confirm and ratify the same as far as it may be necessary,- consenting & agreeing that the said Mr. Thomas White, and his representatives be and remain proprietor of the hereby sold lot of land for ever, under the conditions herein before enumerated and set forth.

And the said Dame Elizabeth Leishman has declared to accept the said Mr. Thomas White for his debtor for the payment of the said sum of Thirty six Dollars currency of yearly rent during her life, or according to the terms of the Will above related of the said late James-Powley Dawes, her husband. For thus, &c.

And for the execution of these presents, the said Parties hereto have elected domicile at their respective places of residence above mentioned. Where, &c.

Thus Done and Passed at the said Town of Lachine, at the domicile of the said Madame Elizabeth Leishman, on the day, month and year first above mentioned, under the number Three Thousand five hundred and thirty one (N° 3531.)

And

And the said Parties hereto have signed with the said Notary, these presents being first duly read.

Signed: A. F. Dawes.
" E. Dawes
" James P. Dawes
" Andrew J. Dawes
Signed: T. White. " L. Forest N. P.

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

Forest
N. P.

N° 3531

22d September 1888

Sale

By

Mr. A. F. Dawes

to

Mr. Thos White.

1st Copy.

D 736

N° 27191

Presentée a 10h 50m a. m. 17 Octobre 1888

L. Forest N. P.