



On this day, the Twenty fourth of April  
in the year of our Lord one thousand eight hundred and ninety three

BEFORE me the undersigned PUBLIC NOTARY, duly commissioned and sworn in and for the  
Province of Quebec, in the Dominion of Canada, residing in the City of Montreal in the said  
Province.

CAME AND APPEARED

Dame Elizabeth Leishman of  
the said Town of Lachine, widow of the late  
James P. Dawes, deceased, in his lifetime  
of the same place, Brewer,

who declared to have Let and Lease, and by these Presents do th Let and Lease, and promise to  
procure peaceable enjoyment unto

Alfred Small of the said  
Town of Lachine, Merchant,

present and accepting Lessee for himself  
for, during and until the full end and term of one year  
to be accounted and reckoned on and from the first day of the month of May  
next (1893) and expiring on the thirtieth  
day of April, eighteen hundred and ninety  
four, that is to say:

That certain two story stone  
cottage with mansard roof known as  
number Five hundred and seventy nine  
in St Joseph Street in the said Town  
of Lachine, with the yard and shed  
thereto belonging, and being the  
premises now leased by said Lessee.

with the whole the said, Lessee is content and satisfied, having seen and viewed the same.

The present lease is thus made in manner aforesaid, and for and in consideration  
of the sum of Two hundred and forty dollars  
current money of Canada, per annum

in the Town of Lachine  
and practising  
in the

1570  
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during these presents which the said lessee — doth hereby promise and agree to well and truly pay or cause to be paid to the said lessor her order or representatives by monthly payments of Twenty dollars each

the first payment whereof to become due and payable on the Thirty first day of May now next ensuing, and thus to continue as aforesaid during all the said term; and in further consideration, that the said Lessee shall and he doth hereby promise and agree, and bind and oblige himself to pay the Railway tax, the Park tax, the school tax, the water tax, the yearly assessment of said leased premises and every other tax, charge and burthen which may be imposed or levied thereon during the said term. And further that the said Lessee shall furnish the said leased premises with a sufficient quantity of household furniture or goods to secure the payment of said rent, pay the cost of the present lease, keep the premises in repairs, réparations locatives, during the said term, and deliver the same, at the expiration of the present Lease, in as good order, state and condition as the same may be found in at the commencement hereof reasonable tear and wear and accidents by fire, excepted. h

1/2 Article Sixteen hundred and twenty-nine of the civil Code being hereby waived.

W. H. M.

— It is expressly agreed by and between the said parties, that the said Lessee shall not transfer his right in the present Lease, or sub-let any part or portion of the above rented premises without the consent, in writing, of the said Lessor or representatives.

— The said Lessee shall not make any alteration in the said leased premises without the consent of the said Lessor or representatives: and in case any such alterations should be made, then the said Lessee shall be bound to put the said leased premises in the same state in which they were at the commencement of the present Lease, unless the said Lessor prefer that the said alterations should remain, without any compensation being allowed to the said Lessee for such alteration.

— Should any grosses réparations be deemed necessary in the said leased premises the said Lessee shall permit the same to be performed, without pretending or demanding any reduction in the said rent, damages, interest or compensation; provided always, that the said repairs be indispensable, and be finished within a reasonable time.

— The said Lessee shall, conform to the rules and regulations of Police, and pay the sweeping of the chimneys of said leased premises during the said term. The said Lessee shall, during the last three months of the present Lease, allow such person or persons as may be desirous of obtaining a Lease of the said premises to visit the same, and will suffer any bills, for that purpose, to be placarded and left on the said premises.

— The said Lessee shall pay all extra premium of Assurance that the Company, at which the premises now leased may be insured, shall exact in consequence of the business or work done and carried on therein by the said Lessee.

— In case of the insolvency of the said Lessee or his making any assignment of estate, this Lease shall ipso facto become null and void, after the expiry of the year then current during which such assignment is made, for the remainder of the term thereof, without any notice to the Assignee or to any other person or persons whatever.

— It is also hereby expressly agreed that all the water and drain pipes, heating apparatus, water closets, sinks and baths and the accessions thereof on said premises shall be protected by the said Lessee from frost during winter, and kept at all times free from any uncleanness or obstruction that might prevent the free working of the same; and any repairs needful or expedient to keep them in perfect working order shall be borne by the said Lessee, without any recourse against the said Lessor, during the term of the present lease, on pain of cost and damages.

— The Lessee binds himself also to clean, at his own expense, the outside privy belonging to the said premises, whenever it is required to be done by municipal authority, and to deliver up the same empty and clean at the expiry of this Lease, on pain of cost and damages, and further to keep the premises generally, during said lease and leave the same at the expiration thereof, free from all ashes, dirt and snow in accordance with the regulations of Police and of the Board of Health for the said City of Montreal Town of Lachine



And for the execution hereof, the said parties to these presents having elected domiciles, to-wit the said Lessee at and upon the premises now leased and the said Lessor at his place of, residence above described, Where, &c.

DONE AND PASSED, at the City of Montreal, in the office of Edward W. H. Phillips the said Notary under the number Two thousand two hundred and eighty five on the day, month and year first above and before written, and signed by the said parties hereto

with and in the presence of the said Notary these presents having been first duly read to the said parties by the said Notary

Signed: C. Dawes  
" Alfred Small  
" E. W. H. Phillips N.P.

A true Copy of the Original hereof which remains of record in my Office  
Sixteen words obliterated as null: Two marginal notes are valid.

E. W. H. Phillips  
N.P.



11441/

C. C. M.

Sept 9. Dawes

Alfred Sauer

App: exhibit of 2/3 for  
cost return

Prod. SEP 23 1897

~~Alfred Sauer~~

~~Alfred~~

Alfred Sauer

cc

peps

~~Alfred Sauer~~

~~Alfred Sauer~~

No. 2285

24<sup>th</sup> April 1893

Dease

from  
Dame Elizabeth Leishman  
widow late James S. Dawes

to  
Alfred Small

copy end

Edward W. H. Phillips, N. S.