

1809

Contia

Cr.

Date	By whom	Sums	Time from	mos	Amount
1808					
Nov: 30	By Balance	692 15 6	30 Novemb: 1808	12	41 11 4
Nov 30	By John Campbell	25 " "	" " 1809	"	" " "
"	By Interest	28 2 2			
	By M.C. 1803	2 13 "			
	1808	4098 18 2			
"	By difference of Profit	10 15 "			
		<u>£ 4858 3 10</u>			
			<u>£ 41 11 4</u>		

CH 232

John Mc Donald Esq
 Account Current
 to 30th January 1809

Dr John Mc Donald Esq. In acct. Curr. with Mc Jarvis Mc Gillivray & Co. Cr.

1808 Dec 31 To Cash paid John H. Miles 0. 17. 4 1/2
 " To Cash paid him £10 do for a Horse £20 30. 0. 0 30 17 4 1/2
 1809 Jan 2 To do £10 21st do £15 24th do £37. 10/- 62 10 "
 Feb 23 To Amount of P^r Selbys account 20 "
 9 To Cash paid him £45 18th do £10 55 "
 Mar 1 To ditto 10 "
 April 26 To ditto £25 28th do £25 50 "
 May 31 To ditto in this month 55. 0. 0
 ditto for raisins for him 3. 10. 0 58 10 "
 June 30 To ditto Alex. Mc Kay on his account 2 19 5
 July 31 To ditto to John Mc Jarvis 2 Guineas being amt^{ts}
 advanced him previous to his departure for the
 Interior for an order on Capt. Clark; not paid 2 6 8
 Oct 31 To Cash paid 9th inst Hall Hatters account 3. 10. 3
 17th do Nelson & Mc Coshs Co 22. 0. 6 25 10 9
 Nov: 1 To so much paid by Messrs Caldwell Treasor & Co on the
 30th of January last for Ferraught cloth for him " 12 0 1/2
 30 To Amount of his account with B. Gibb 35. 15. 9
 do of sundries for his son improperly charged
 to Mc Gillivray 2. 17. 6 38 13 3
 " To Amts M^o Co for sundries from the Store & acct^{ts} herewith 12 6 "
 " To Amts of his account at Fort William last summer 85 7 5 71 8 9
 " To M^o Co 1804 for his 7/2 Balance of that account 4 4 "
 " To M^o Co 1805 " 7/2 " " " 19 6 "
 " To M^o Co 1806 " 7/5 " " " 209 15 1
 " To M^o Co 1807 " 7/5 " " " 243 2 4
 " To M^o Co 1809 " 7/5 of Outfit 2806 15 2
 " To Balance due to John Mc Donald Esq; this day
 One Thousand One Hundred and Thirty four
 pounds Twelve shillings & six pence Currency; 1134 12 6
 he being liable to be further debited or credited
 according to the reserves noted in the several accounts
 to which this has reference

£4858 3 10

1808 Nov: 30 By Balance of account rendered this date 692 15 6
 " " By A Carriole & Harness purchased by S. D. Campbell 25 " "
 1809 " " By Amount of Interest for statement 28 2 2
 " " By M^o Co 1803 for his 7/2 Balance of that account 2 13 "
 " " By M^o Co 1808 " 7/6 " " 4098 18 2
 " " By difference between 7/5 & 7/6 of Profit on Outfit 1808 10 15 "

1134 12 6
 692 15 6
 441 17

3289. 14. 1
 4274. 8. 2
 762. 11. 1
 5. 6. 8
 61. 5. 4 1/2
 27. 3. 1 1/2

Cross Accepted
 Montreal 30th Novemb^r 1809
 Mc Jarvis Mc Gillivray & Co

£4858 3

Dr

Interest account

To 30th Novemr

Date	To whom	Sums	Time from	mos	Amount
1808					
Decem: 31	To Cash	30 17 4 ¹ / ₂	15 decemr 1808	11 ¹ / ₂	1 15 6
1809 Jan: 1	To do	62 10 "	" Janry 1809	10 ¹ / ₂	3 5 7
Feb: 23	To George Selby	20 " "	" Febry "	9 ¹ / ₂	" 14 "
28	To Cash	55 " "	" " "	9 ¹ / ₂	2 12 3
Mar: 31	To do	10 " "	" March "	8 ¹ / ₂	" 8 6
April 30	To do	50 " "	" April "	7 ¹ / ₂	1 17 6
May 31	To do	58 10 "	" May "	6 ¹ / ₂	1 18 "
Jun 30	To do	2 19 5	" Jun "	5 ¹ / ₂	" 1 8
July 31	To do	2 6 8	" July "	4 ¹ / ₂	" 1 "
Oct: 1	To do	25 10 9	" Oct "	1 ¹ / ₂	" 3 10
Nov: 1	To Caldwell Fraser & Co	" 12 0 ¹ / ₂	30 Janry "	10	" " 7
30	To B. Gibb	38 13 3	15 Octob "	1 ¹ / ₂	" 5 9
"	To Agents M & Co	83 14 9	30 Nov "	0	" " "
"	To M & Co 1804	4 4 "			
	1805	19 " 6			
	1806	209 15 1			
	1807	243 2 4			
	1809	2806 15 2			
"	To Balance of Interest to credit				28 2 2
"	To Balance of a/c	1134 12 6			
		<u>4858 3 10</u>			<u>41 11 4</u>

1134.12.6
 2888.15.6

 1754. - - -

2806.15.2
 3967.

This Agreement made and executed at
Montreal in the Province of Lower Canada this second day of November
of the year one thousand Eight Hundred and fourteen by and between
John M^o Donald now of Montreal Indian Trader of the One Part and William
M^o Gillivray, Simon M^o Gillivray, Archibald Norman M^o Leod, Thomas ^{John M^o Tanish} Main,
and Henry M^o Kenzie of the same place Merchants and Copartners trading under
the name or firm of M^o Tanish, M^o Gillivrays and Company of the Other
part. Whereas the said John M^o Donald held two Hundredths Shares in
the concern or company now trading to the North West or Indian
Country under the name or firm of the North West Company under
certain Articles of Agreement, the first bearing date the fifth day
of July one thousand Eight Hundred and two and the other bearing
date the fifth day of November one thousand Eight Hundred and four -
AND Whereas the said John M^o Donald hath by Articles of Agree-
ment entered into between him and the Agents of the said North West
Company, bearing even date with these presents, assigned over to them
for the general benefit of the said North West Company one of his said
Hundredths Shares and reserved to himself the profit of the share so
assigned up to the close of the outfit for the year one thousand -
eight Hundred and fourteen and the profit of the other share for
seven years to commence with the outfit of the year one thousand
Eight Hundred and fifteen, according to the Terms of the said two
Agreements - AND Whereas the said John M^o Donald is now desir-
ous to realise his property in the said concern. These Presents
therefore witness that the said John M^o Donald for and in
consideration of the sum of Ten thousand Pounds Current money
of the said Province of Lower Canada to be paid and accounted for to
him in manner herein after mentioned. Hath bargained, sold
assigned, transferred and set over and by these Presents Doth freely -
clearly and absolutely, bargain sell, assign, transfer and set over unto
the said William M^o Gillivray, Simon M^o Gillivray, Archibald Norman
M^o Leod, Thomas Main, John M^o Tanish and Henry M^o Kenzie
trading as aforesaid under the firm of M^o Tanish, M^o Gillivrays
and Company. First the profit reserved of his said one Hundredths
Share, so assigned and made over to the Agents of the said North West
Company, up to the close of the outfit for the year one thousand

Eight

Eight Hundred and fourteen, with all and singular the rights, benefits and advantages arisen or to arise out of the said Share so assigned. Secondly all his the said John McDonald's right, benefit and advantage arisen or to arise from his other Hundredth Share which as a retiring Partner from the said North West Company he hath reserved to himself for seven years to be computed from the out fit of the year one Thousand eight Hundred and fifteen according to the said two Articles of Agreement and generally all his Stocks, Share and Interest claim and concerns in the said North West Company arising from any cause whatever. — To have and to hold the profit and advantages of the said Share so assigned to the said North West Company up to the close of the outfit for the year one Thousand eight Hundred and fourteen and the full and entire profits and advantages arisen and to arise on the said Hundredth Share which he the said John McDonald hath, under the said Agreements reserved to himself for seven years to be computed from the out fit of the year one Thousand eight Hundred and fifteen and all his Stocks, Share and Interest, claim and concerns in the said North West Company arising from any cause whatever and all the right profit and benefits which he the said John McDonald hath reserved or can in any manner be entitled to in the said North West Company and all other the rights of the said John McDonald by these Presents assigned, or intended so to be, to the said M^r. Jarvis, M^r. Gillivray and Company to their own proper use benefit and behoof as fully and beneficially to all intents and purposes as he the said John McDonald might or could have had held or enjoyed if these Presents had not been made, the said John McDonald hereby substituting, putting and placing the said M^r. Jarvis, M^r. Gillivray and Company in his place and stead and in all his rights, claims and Interests in the said North West Company. — AND the said M^r. Jarvis, M^r. Gillivray and Company for and in consideration of these Premises and the assignment hereby made to them do hereby promise bind and oblige themselves to pay a cause to be paid to the said John McDonald his Heirs, Executors, Curators or legal Representatives the aforesaid sum of Ten Thousands Pounds current money — aforesaid, together with the Interest thereon to be computed from the thirtieth day of November Instant, in manner following, that is to say, on the thirtieth day of November one Thousand eight Hundred and

Fifteen

fifteen, Two Thousand Five Hundred Pounds, with all the Interest then due on the entire Capital, on the thirtieth day of November one Thousand eight Hundred and Sixteen, Two Thousand Five Hundred Pounds, with all the Interest then due on the remaining Capital, on the thirtieth day of November one Thousand eight Hundred and seventeen, Two Thousand Five Hundred Pounds with the Interest then due on the remaining Capital and on the thirtieth day of November one Thousand eight Hundred and Eighteen the remaining Capital sum of Two Thousand Five Hundred Pounds with the Interest then due thereon, all the said several payments to be made in Bills of Exchange on England to be drawn at par - And Further the said M^r. Tarrish, M^r. Gillivray and Company do promise bind and oblige themselves to save harmless and indemnify the said John M^r. Donald and His Heirs, Executors, Curators and Representatives of and from all Debts, demands, loss, risks or damage accrued or to accrue for or by reason of the shares and Interest which the said John M^r. Donald had and enjoyed in the said North West Company and generally from all claims and demands in any manner relative to the Interests and Shares he had therein. - In Witness whereof the said parties have to two Parts hereof set their hands and Seals at Montreal aforesaid the day and year first above written. -

Signed, Sealed and Delivered

in the presence of

Robert McRobb

George Gregory

W^m Gillivray

Simon McGillivray

A. N. Sutherland

Thomas Main

by his attorney

Simon McGillivray

John Tarrish

W^m Mackenzie

John M^r. Donald

1821
CH 232. S 210
MS 406/1

2 November 1814.

Equipment by J^m de Donceau Esq^r
to

Messrs Messrs Savick, Messrs Gallon & Co

March 18th 91

My dear Nephew

The enclosed letter
being open for your perusal, I need
scarcely represent to you, in a
serious & solemn manner I
have from a belief you de-
-serve it, pledged my self for
your future upright and
honorable good Conduct.

I trust to the favourable report
of your amiable & respectable
Aunt Mrs. Spalding, & of your
dutiful good Brother Joseph;
that your appearance your Integrity
& decent Gentlemanlike behaviour
will shelter me from a possibility
of ever hearing cause to regret
my recommending you in the warm
& affectionate manner I have
deane to (my friends & relations) Men
of Judgement & men of honor.
Let zeal, respect & gratitude ever
mark your conduct towards those
who protect & employ you, & under
whose care you are placed

CH232
Forget not I pray & conjure
you? your duty to God & to your
superiors? be modest, mild, and
unassuming to your Equals & even to Superiors

1244
Pursue & imitate the virtues
of your Grandfather who
was to me in my early years
what I wish to prove to you
a Parent a Friend and a
Protector as well as a
whose memory I shall ever
cherish with fondness and
reverence.

Study to acquire mild
polished & soft manners? be
assured that modest unassuming
behaviour will further
recommend you than confidence
pomp & roughness. Be
humble & meek to those
you are placed under. Be
affable and courteous
to all you converse with
gentleness of manners, and
modesty of mind were
the distinguishing characteristics
of your Grandfather; let
that I see be an object of your
contemplation as well as
imitation.

Let Religion (which ever
wears a peaceful garb, and
suppresses a turbulence of
of mind) be your guide on
all occasions; nor let modesty

you to forget, that Virtue &
honor can alone constitute
real wealth.

Be assured that an
allseeing & omnipotent
providence ever delights in
& protects real goodness of
heart & purity of mind
to that Divine and
merciful Power. I waste
your youthful English
years! & with fervent
prayers for your
a future well do is
I ever am Dear John.

Your faithful
Friend and
affectionate uncle

O John Bull

I shall be glad to hear from
you before you sail
& at least once or twice
every year after you
arrive at your destined
situation. Dieu & May God
bless & preserve you

1245

Ben^d James Betten
to John de Chmace
Dec 21 1791

John Macdonald
care of Mrs
Franklin
Montpelier
Dundee

CH232.5210

1284

Dr. Mr. John McDonald in account current with

Mr. Jarvis Frobisher & Co. Cr.

1799				
Novemb: 30	To M ^{rs} : for his 1/38 th of balance of that outfit		\$ 2648	" "
			\$ 2648	" "

1799				
Novemb: 30	By M ^{rs} : 1799 for amo: of ... balance, due him at the Grand			
	Portage last spring 577 1/2 B. G. P. Currency		48	2 9
	By balance due from Mr. John McDonald this day, Two			
	Thousand Five Hundred and Ninety Nine Pounds		2599	17 3
	Twenty Shillings and Three pence Currency			
			\$ 2648	" "

Errors Excepted

Montreal 30th November 1799

Mr Jarvis Frobisher & Co

1283

McDonald

Deco's Current
Mr. John Mc Donald
with
Mrs. Jarvis Stratton
30th Nov^r 1799.

30. 11. 1801

J. W. W. W.

CH236

Faint handwritten notes at the bottom of the page, possibly including a date and some illegible text.

Dr 1800 Mr John McDonald in Acc^t Cur^t with 1801 M^r Tavish Frobisher & Co^r Cr

Nov ^r 30	To Balance due from him of Acc ⁿ of this date	£1311 19 11
Sept ^r 17	To M ^r Tavish Fraser & Co ^r for £100 ⁰ remitted by M ^r McGillivray to Scotland on his Acc ⁿ 15 th Dec ^r	111 2 3
Nov ^r 30	To NW Co ^r 1801, for am ^t due from him at the Grand Portage last Spring 352 ⁰ 5 G ^t Currency	29 7 1
	To Cash paid for Edwards's Gazette	15 "
	To NW Co ^r 1799 for his One thirty eighth of Balance of that acc ⁿ of this date	212 19 2
	To NW Co ^r 1801, for his One fortieth of balance the acc ⁿ of that Outfit of this date	3057 9 8
	To Interest of Acc ⁿ	87 6 7
		<u>£4810 19 8</u>

Nov ^r 30	By NW Co ^r 1800, for his One fortieth Share of Balance that Acc ⁿ of this date	£3615 10 "
	By Balance due from M ^r John M ^r Donald this day Eleven Hundred & ninety five Pounds Nine Shillings & eight pence Currency - he being liable to be further debited or Credited according to the reserves noted in the Accounts to which this has reference	1195 9 8
		<u>£4810 19 8</u>

Errors Excepted

Montreal 30th Nov^r 1801.

M^r Tavish Frobisher & Co^r

Dr M^r John McDonald in Interest to 30th Nov^r 1801.
 On £1311. 19. 11 from 30th Nov^r 1800 - 12 Months - £78. 14. 5
 111. 2. 3 - " 15 Aug^r " - 15 1/2 - " - 8. 12. 2
 to this debit in Apr £87. 6. 7

1217

1801

1810 19 8

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Dr Mr John McDonald in Acc^t with M^r Jarvis Fraser & Co

1803			
Nov 21	By Cash paid sum	50	" "
Dec 13	By Do Do	30	" "
1804			
Jan 14	By Do Do	40	" "
Feb 1	By Do Do	30	" "
6	By Do Do	10	" "
16	By paid Bill to R. Allan & Son on his Ac ^t	40	" "
17	By paid sum	30	" "
22	By paid Helen Campbell Billon his Account	50	" "
Mar 2	By paid sum	300	" "
10	By Do	47	5 "
12	By Do	50	" "
		<u>677</u>	<u>5 "</u>

1804
Mar 13 By Amount carried
to the Debit of
M^r Jarvis & Co 677 5 "

200

877 5
1000

123

CH232

London 13th March 1804
M^r Jarvis Fraser & Co

John ell' Donald Esq

Montreal 28, Octr 1808

My Dear Sir

I have already stated to you verbally, and I believe, by letter, my intention of transferring to you one hundredth share of the North West Company. to replace that which of necessity, you must resign. on retiring from the duties of a Partnering Partners, & as from yours the precarious state of your health. it is not very probable that you will any more resume your situation as a Partnering Partners, it is time that the matters should be fully understood between us. — to this end, it is proper that I should inform you of the manner by which I became possessed of this share — (all the North West shares held by Mr. Jarvis McGillivray, &c. being in a mass) — It is simply this —

In forming our articles of Partnership in December 1806 I reserved one hundredth share of those held by the Firm in my own name, & at my disposal, for seven years. beginning with the Outfit of 1807 ending with that of 1813 — I am of course bound to supply the Capital. and to abide by the loss, as well as entitled to whatever Profit may result eventually from the share.

I am now willing & hereby agree to transfer to you my right & title to the said share in the same manner as I hold it from the House - that is to say your interest in it to commence with the output of the ensuing year, 1809. and to continue for five years or five full outputs. - at the end of which time, the Property shall be realized according to the stipulations contained in the North West Agreement to that Effect. and the share shall revert to the firm of M^r Jarvis & Gillinays & Co.

Your situation as a North West Partner entitles you to an inspection of the Accts. yearly, so that no new Accts. need be given you by me - The share shall be carried on as at present, in my name. - and I shall hold myself of course accountable to you for whatever the Emoluments of it may be, when realized, in case of your death before the expiration of the term of five years. the said share shall revert to me. after the output of the year in which such an event may happen is closed. - The Dividends of the share shall then be wound up & realized, according to the terms of the North West Agreement & the Profits shall be accounted for to your Heirs & assigns as soon as they can be ascertained. - and should I die before the expiration of the said term of five years. the share notwithstanding shall continue to be yours. until the full five outputs are completed.

These are all the points that appear to me Essential

or necessary, to be understood between us - and if they are agreeable to you. you will signify your assent in writing. and return to me a Copy of this letter with the same affixed to it. which will close the Business.

I am my dear Sir
Your faithful servt.
M^r Gillinays

In answer to the letter of the 10th inst. I beg to say that
 the same has been forwarded to the proper authorities
 for their consideration. I am, Sir, very respectfully,
 Your obedient servant,
 J. M. [Name]

~~Mr. [Name]~~

I have the honor to acknowledge the receipt of your letter
 of the 10th inst. and in reply to inform you that the
 same has been forwarded to the proper authorities
 for their consideration. I am, Sir, very respectfully,
 Your obedient servant,
 J. M. [Name]

Yours as all the [Name] that [Name] to me [Name]

Montreal 18th December 1875

Mr. John McDonnell

Bought at Alex Henry's Auct.

1 Double Sleigh — \$12 £ 3.

Received Payment
of Alex Henry Esq
John Paleoff

Alex^r Henry
May 23

1227

CH 232

Montreal 11th January 1816

Mr. Mc Donald

To Lemuel E. McDonald

New High St. agreement £ 22 - 0 - 0

Extra - Crest and Photo - 1 - 0 - 0

£ 23 - 0 - 0

Received Payment Antonio Piquet
Union, Nova Scotia
Morgan

1228

Richard

Day

1875

1876

Articles of Agreement made and
concluded this eleventh day of October
in the year of our Lord 1815. Between
David Ogden of the City of Montreal in
the Province of Lower Canada Attorney
by Procuration to Jane Hair of Alnwick
in England Spinster and Thomas
Hobart Ferris of Manchester in
England aforesaid, Gentlemen of the
one part and the Reverend Alexander
Mac Donnell, of Glengary in the Province
of Upper Canada of the other part —
First the said David Ogden in his said
capacity for and in consideration of
the sum of sixteen hundred pounds
currency, to be by the said Alexander
Mac Donnell deposited and paid in
manner herein after mentioned, shall
and will at the proper costs & charges
of the said Alexander Mac Donnell his
heirs and assigns by such conveyances
in the law, as the said Alexander Mac
Donnell his Heirs and assigns shall reasonably
devise or require well and sufficiently
grant, sell release, convey and assure to
the said Alexander Mac Donnell and his
heirs, all that tract or parcel of land
situate lying and being in the township
(of)

of Cornwall in the county of Stormont
and Province of Upper Canada containing
seven hundred and fifty acres of land
be the same more or less being composed
of the east half of lot C. and the lot D.
in the first. the eastern quarter of lot C.
and and the lot D in the 2^d. and the lot D.
in the 3^d. concession of the said Township,
on the express proviso and condition, that
the said Sale should ~~not~~ meet with the
approbation and consent of the said James
Gair and Thomas Alderton Ferrier and
the said David Ogden in his said capa-
city hereby puts the said Alexander Mac
Donell in the possession and occupation
of the said tract or parcel of land —
In consideration whereof the said Alexander
Mac Donell, hath before the execution
of these presents deposited in the hands
of Mess^{rs}. M^r Tavis, M^r Gillivray's and
C^o. of Montreal, Merchants, the sum
of eight hundred pounds currency
there to remain until the first day of
March next, or until the said David
Ogden shall have given him the assurance
and conveyance herein before mentioned
if the same should happen before the
(said)

said period — And the said Alexander
Mac Donell, for himself his heirs,
executors and administrators doth hereby
covenant promise and agree to and with
the said David Ogden in his said capacity,
that he the said Alexander Mac Donell
his heirs, executors or administrators
shall and will well and truly pay or
cause to be paid unto the said David
Ogden in his said capacity, the aforesaid
sum of eight hundred pounds at the
time of executing the said conveyance
and will also pay or cause to be paid
the sum of eight hundred
pounds in manner following,
four hundred pounds within
the day of executing
the said conveyance with Interest
thereon from the said period, the day
of the executing the said assurances
and the remaining four hundred
pounds within two years from the
day of the executing the said assur-
ances with Interest thereon also
from the said period —
(And)

And for the true performance of
all and every the Covenants and
agreements aforesaid, each of the
said parties doth bind himself
his Heirs and assigns in the penal
sum of five hundred pounds
Curreney — In witness whereof the
said parties to these presents have
hereunto set their hands and seals
at the City of Montreal aforesaid,
the day and year first above
written —

Sealed & delivered
in the presence of

John Woodard
J. Barrois

Cornwall - 17th June 1847

We the under signed Inhabitants residing in the Township of Cornwall, Charlottenburgh & Lancaster do Certify that the alteration made by John McDonald Esq. from the place the Road Surveyor laid it, in front of the said John McDonald's farm, is equally as good ground for the road & more level, nor is the distance lengthened but trifling, and is not in the least detrimental to the Inhabitants, or the public at large, therefore we are of opinion, that the said alteration should remain as made by him the said John McDonald.

Neil McLean
David Sheels

Wm. McLean

John C. Hood

Benjamin Eastman Junr

Robt. Colquhoun

Wm. McLean

Ed. Donnelly

Murdoch Munro

John Lamagan

John + Murro

Lawrence Mackay J. D.

John Cameron M. D.

Alex. Cameron

William Loney

William Fitzpatrick

Nicholas Sailinget

John Sailinget

David Merion

Allan W. Donnell Esq.

Donald McDonald

Wm. Thoburn

David Thompson

Samuel W. Donnell

D. Macdonald

Donald Stewart
 Jos^{ph} Anderson
 Mr. McMillan J.P.
 Alan W. Millan
 Alex. McKenzie Esq.
 Macleod Surgeon
 Angus McDonald
 Wm. McNaughtan
 Alex. Macdonell E
 Hugh Macdonald
 John McSponeil
 Marquis his
 Duncan McSponeil
 Marquis his
 Allan McSponeil
 Marquis his
 Angus McSponeil
 Marquis his
 Donald McTear
 Marquis his
 Rodrick McTear
 Marquis his
 F. McTear
 Marquis his
 Alex. Fraser
 Marquis
 Ronald Macdonell
 Alex. Macdonell
 Donald McTear
 Marquis
 Angus Macdonell

John Curry
 Peter Cameron
 Isaac Leitch
 Geo. Bruce
 Geo. Baird

I Certify that I have measured the length of the road as laid out by the Road Surveyor (W. Smith) across lot D, & East half of lot C. in the 1st Concession of Cornwall. I have also measured the road as altered by John McDonald Esquire from the place marked by the Road Surveyor across the lands of the above mentioned John McDonald which distance I find to be a foot less. I further Certify that the road now in front of Mr. McDonald's lands is equally short and straight and the ground full as level than as laid out by the Road Surveyor - The question in dispute is that ~~the~~ the alteration made by the Surveyor of roads is a sudden turn and that by Mr. Donald by a small curve -

Duncan McDonnell
 Land Surveyor

Cornwall 5th July 1817

1287

Good luck with
your work

John McDonald Esq & Co.

To account at Belis 12/6 his share ———— £ 5 - 6

2 Ferris for his share ———— 2

Mr Cairns first acct. turning up at Ke ———— £ 6 -

do Mile & this date ———— 3 - 10 - 3

£ 5 - 1 - 9

Barryman — 3 - 12 - 6

D. Thompson — £ 1 - 9 - 3

Nov 21. 1815

CH 232

Mrs Thompson
Belleair

1225

For Value Received, I promise to pay
W. Thomas Conery the sum of One hundred
dollars in the month of January next

Charleston Aug 22nd 1817
John W. Board

By the payment of the above the undersigned declares
himself security - David Hempsen

CH232

Received Payment this 21st day of Jan
1818

1224

W. Emery

Astronomer

Know all men by these presents that I Murdoch Murchison of the Township of Charlottenburg in the County of Glengary and Eastern District of the Province of Upper Canada Yeoman AM held and firmly bound to John Mc Donald of the Township of Cornwall in the said District, Esquire, in the sum of eighty pounds lawful money of the said province which sum which sum to be well and truly paid to him the said John Mc Donald his heirs, executors, administrators and assigns, I do hereby bind myself my heirs, executors, administrators, and assigns firmly by these presents, sealed with my Seal and dated at Cornwall the fifth day of January in the year of our Lord one thousand eight hundred and eighteen

The condition of this obligation is such that if the above bounden Murdoch Murchison, his heirs executors administrators or assigns shall, on or before the fifth day of January which will be in the year of our Lord one thousand eight hundred and twenty one, pay, or cause to be paid to the said John Mc Donald his heirs, executors, administrators or assigns the full sum of Forty Pounds lawful money aforesaid, and shall saw, or cause to be sawed for him the said John Mc Donald his heirs executors administrators or assigns Ten Thousand feet of good and merchantable pine boards, at the Mill of the said Murdoch Murchison on the stream called Grays Creek (out of timber to be furnished by the said John Mc Donald his heirs executors administrators or assigns) in the Months of April of each and every year for the space of three years from the

the ^{date} hereof; or, in case of the payment of part of the said sum of Forty pounds before the year of our Lord one thousand eight hundred and ~~twenty~~ ^{twenty} one the said Murdoch Murchison his heirs executors administrators and assigns shall not be bound to saw for the said John Mc Donald his heirs executor or assigns any more boards than the proportion which ten bears to forty.

For the full and true performance of which covenants the said Murdoch Murchison hath given over to the said John Mc Donald, his heirs, executors administrators and assigns, all his right, title and claim in and to all that certain tract or parcel of Land commonly called the Mill seat on Grays creek, of which the said Murdoch Murchison holds an Indian Lease (which lease he now gives over to the said John Mc Donald) together with all Mills and other buildings thereon erected or to be erected with the appurtenances. And the true intent and meaning of this obligation is such, that if the above bounden Murdoch Murchison his heirs, executors administrators, or assigns shall well and truly on his or their part fulfil all and singular the several covenants and agreements at the time and times aforesaid then and in that case the said John Mc Donald hereby binds himself his heirs executors administrators or assigns to resign and deliver up to the said Murdoch Murchison, his heirs, executors, administrators, or assigns, the said Indian Lease, together with all the premises abovementioned and this obligation to be void and of non effect, otherwise to remain in full

full force, with power for the said John Mc Donald his heirs, executors, administrators, or assigns to enter into and take possession of the said premises with the appurtenances at any time after default made in any part of this obligation by him the said Murdoch Murchison, his heirs executors, administrators or assigns, or any of them without any let, hindrance suit or wages at law whatsoever; any thing to the contrary herein contained notwithstanding.

In witness whereof the parties to these presents have hereunto set their hands and seals at Cornwall the day and year first above written.

Signed Sealed and Delivered }
in presence of }
Robt. Colquhoun }
Wm Mc Larin }
John Mc Donald }
Murdoch Murchison }

N.B. What is meant as Merchantable timber, is well sawed

It is well understood that should any unforeseen accident happen to prevent sawing the aforesaid timber in the month of April, that it is to be sawed as soon afterwards as things will admit of
John Mc Donald

1300

MACDONELL & COSTELLO,
BARRISTERS, SOLICITORS, NOTARIES, ETC.

J.A. MACDONELL, K.C. F.T. COSTELLO.

SOLICITORS FOR

BANK OF OTTAWA, ALEXANDRIA.

ALEXANDRIA, ONTARIO.
15th April, 1921.

Dear Mr. Macdonald-

I return you the document relating to the ^{Attractions} ~~operations~~ in the road on your father's former property known as Gray's Creek.

The first signature is that of the Hon. Neil McLean formerly an officer in the Royal Highland Emigrants (84th Regiment) during the Revolutionary War. He was Sheriff of the Eastern District and a gentleman of influence and distinction. One of his sons, Archibald McLean, was Chief Justice of the Court of Appeal of this Province.

The fourth signature is that of Guy C. Wood. (Guy Carleton Wood, and of course named after Sir Guy Carleton, Lord Dorchester) who was for many years PostMaster at Cornwall.

The name of Robert Colquhoun is of one whose family until quite recently lived in that vicinity. No doubt Robert Colquhoun was a progenitor of Mr. A. H. U. Colquhoun now Deputy Minister of Education for this Province.

The name of David Thompson, being third to the last of the second column on the first page was that of the well known gentleman who was in the North west, and the hydrographer and astronomer of the North West. At that time he lived at Williamstown.

The name immediately following his, Duncan Macdonell, is that of my grandfather, the late Colonel Duncan Macdonell of Greenfield.

The last name of the second column first page is that of my grand uncle Colonel Donald Macdonell (Greenfield) then and for many years M. P. for the County and afterwards Deputy Adjutant General of the Province.

The name of John McNaughton being the 8th of the first column second page is that of a well known land surveyor living in the immediate vicinity of Gray's Creek

The name immediately below his, Reverend Alex'r Macdonald is that of the well known Bishop Macdonald, who was the first Catholic Bishop of Upper Canada and a member of the Legislative Council.

Many of the others are names of people whom I know lived in that vicinity but I know nothing in particular about them

-2-

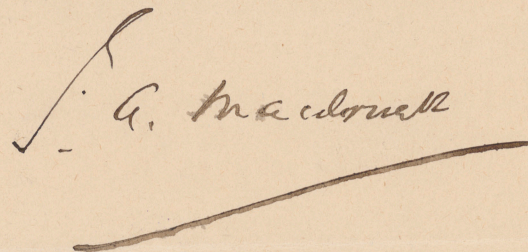
The Surveyor's Certificate signed Duncan Macdonell is that of my grandfather, who for ~~very~~^{over} many years and when this part of the Country was being settled up, was the leading Land Surveyor in Eastern Ontario.

I am a tolerably busy man and really cannot very well afford the time to verify the ~~signatures~~^{old} and so I return you the document with this very incomplete memorandum.

JAM/H

Yours very truly,

A. de Lery Macdonald, Esq.,
316 Dominion Express Bldg.,
Montreal, Que.

A. Macdonald

BAIN, BICKNELL, MACDONELL & GORDON

CABLE "BAINBICK" TORONTO

JAMES W. BAIN, K.C. ALFRED BICKNELL A. McLEAN MACDONELL, K.C.
PETER WHITE, K.C. M. L. GORDON EVERETT BRISTOL
J. M. FORGIE B. H. L. SYMMES J. S. DUGGAN CRAIG MCKAY
JAMES W. BICKNELL J. F. LUCAS IAN M. MACDONELL W. O. GIBSON

LUMSDEN BUILDING

TORONTO, CANADA.

May 1st, 1922.

de Léary McDonald, Esq.,
Soulanges Water Co. Ltd.,
617 New Birks Bldg.,
Montreal, Que.

My Dear Sir:

I gave a great deal of additional time to your petition for road.

I saw Miss McGillivray last evening and went over the matter with her. She gave me particulars as to R. McLeod, Surgeon, the sixth name on the second page of the petition. Miss McGillivray said she heard of a Dr. McLeod who was for a long time in the old days a doctor who lived in Williamstown.

The second name on the list - David Sheek: I got information from Pringle's book on Lunenburg and the Eastern District. At page 314 there is a David Sheek who, with David Wright, was constable for Cornwall District from 1789 to 1792, but there is another David Sheek who is given as Judge of the District Court from 1814 to 1822, and I think this is the man, as he was then a prominent man in Cornwall, in fact, slightly above Cornwall in the St. Lawrence, there is what is called Sheek's Island.

The third name in the Petition, Joshua Y. Cozens received a patent of Lot Number 13 on the north side of Second Street. He had his dwelling house there. I think he was a store-keeper, but somewhat a prominent man in his day.

Robert Colquhoun. I called up A. H. U. Colquhoun but could not find him in. Miss Mc-

de Leary Macdonald, Esq., . 2 . May 1st, 1922.

Gillivray agreed with me that Robert Colquhoun was a landed proprietor on the front, and was probably a progenitor of nearly all the Colquhouns in the District. I did not find him mentioned in Pringle's book. In fact, I looked at Pringle's book for every name.

John Cameron, the last in the first column of the list was M. P. for Glengarry from 1816 to 1820.

I don't know who Allan McDonell, Esq. is in the 2nd column on page 1, but I think that he was Allan Macdonell of Collachie, who was member for Glengarry at one time or Allan MacDonell of Leek, who was a fighter at the time of the Revolutionary War.

John Flannagan in column 1 on page 2 I think was the original of the Flannagans down the front. In fact, I remember in the old days when I was being driven to Somerset after passing Gray's Creek that Flannagan's Point was just south east of the Gray's Creek property. There was a burying-ground there, and I knew the Flannagans always lived there, but that was prior to my going down the front, and the last time I did so I think would likely be before 1876. The best way for you to get information is when you go to Cornwall to go to the Registry Office and see the old records as to parties residing on the front.

The first name on the petition is Neil McLean. He was the Colonel the Honourable Neil McLean and was the father of Chief Justice Archibald McLean and my grandfather and my mother's father, who resided in Cornwall.

The last name on the first page, D. Macdonell, was unquestionably my grandfather

BAIN, BICKNELL, MACDONELL & GORDON

de Leary Macdonell . . . 3 . . . May 1st, 1922.

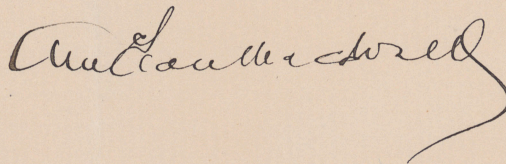
Macdonell who, as Jack Greenfield tells you, was Member for Glengarry, Sheriff at Cornwall and Deputy Adjutant General.

I am afraid that I cannot give you any other information, except that there was a Joseph Anderson who was a prominent man in Cornwall and was a judge in the County Court. I don't think that he was even a lawyer, but he was a Justice of the Peace. At any rate, there is a Joseph Anderson mentioned in Pringle's book as being a somewhat prominent man at that time.

I am returning you Greenfield's letter and the petition.

With kind regards, I remain

Yours very sincerely,



AMM/T

Enc.