

[Copy made by W.D. Lighthall, K.S. and presented  
to McGill University (Library MSS Dept.)]

Balance of Sale by James McGill for  
his stone house etc St. Paul St.

BEFORE the Subscribing Public Notaries for the

Province of Lower Canada residing in the City of Montreal.

PERSONALLY Appeared The Honorable James McGill of  
the said City of Montreal Esquire, who did and doth hereby  
acknowledge and confess to have had and received of and from  
the Assigness & Trustees to the Estate of Messrs. Hoyle  
Henderson & Gibb lately trading at the City of Montreal afore-  
said as Merchants the full sum of Six hundred pounds current  
money of the said Province of Lower Canada being the rest and  
residue of the consideration money of a Certain Emplacement  
situate in St. Paul Street in this City with a two Story Stone  
house, a Vault and other buildings thereon erected by  
him the said James McGill sold and assigned unto the said  
Hoyle Henderson & Gibb in and by a certain Deed of Sale made  
and executed before the late J.A. Gray Esq. and his colleague,  
Notaries in Montreal, bearing date the Seventeenth day of  
September one thousand eight hundred and eight, with the  
interest due and payable thereon up to this day of which said  
sum of Six hundred pounds and the Interest due and payable  
thereon as aforesaid and of and from the same and every part  
and parcel thereof doth hereby acquit release exonerate and  
discharge the said Hoyle Henderson & Gibb their and each of  
their several heirs executors curators and administrators  
and all others for ever by these presents The said Deed of  
Sale being herein and hereby acquitted and discharged of and  
from the full and entire consideration therein mentioned and  
contained.

For thus &c.

DONE and passed at the said City of Montreal in the  
office of Henry Griffin one of the said Notaries the twelfth  
day of January in the year of our Lord one thousand eight  
hundred and thirteen in the forenoon and signed by the James  
McGill with us the said Notaries on the original minute to  
remain of record in the said Office after having been duly  
read. /// signed James McGill, Thos. Barron N.P.

(A true copy of the original)

H. Griffin Not. pub.

CH162.532

Sale 17 Sept  
1808.

SALE by Trustees Hoyle, H. & G., to Hon.  
James McGill

BEFORE the subscribing PUBLIC NOTAIRES for the province of Lower Canada residing in the City of Montreal in the said province.---

PERSONALLY APPEARED The Honorable James McGill of the said City of Montreal, merchant of the one part, and Hanson Hoyle, William Henderson, and Thomas Gibb of the same place merchants and copartners carrying on trade in the name and under the firm of Hoyle Henderson & Gibb of the other part, which said James McGill acknowledged and confessed to have granted bargained sold assigned transferred and made over and by these presents doth grant bargain sell assign transfer and make over from this day henceforth and forever with promise of warranty against all gifts, dowers mortgages substitutions evictions alienations and other hindrances whatsoever to the said Hanson Hoyle William Henderson and Thomas Gibb present and accepting purchasers for themselves their heirs and assigns by the said Thomas Gibb - All that certain emplacement situate in St. Paul street in this City with a two story stone house a vault and other buildings thereon erected bounded in front by the said street on one side by Etienne T. Di<sup>z</sup>pier, Esquire on the other side by Messrs, Parker Gerrard Ogilvy & Co. and in the rear by the road of the riverside including the space of ground formerly called the chemin de rond within the walls of the town with the right of building against the pinion and the partition wall which separates the said emplacement from that of the said Parker Gerrard Ogilvy & Co. the whole as the said premises now are and may be found to extend, together with all and every the rights members and appurtenances thereunto belonging all which the said Hanson Hoyle William Henderson and Thomas Gibb declare well to know being in the actual possession thereof and with which they are content and satisfied without any

reservation of any part or portion of the aforesaid granted bargained and sold premises on the part of the said James McGill who is lawfully seized thereof by virtue of good and sufficient titles as having acquired the same as follows: to wit. two undivided third parts or shares thereof from his late brother John McGill Esquire devised and by his last Will and Testament passed before J.G. Beek & his colleague, Notaries in Montreal the twenty eighth day of November one thousand seven hundred and ninety seven the said late John McGill having acquired the same from Edward William Gray Esquire Sheriff of the District of Montreal by deed of sale bearing date the thirteenth day of October one thousand seven hundred and ninety two and the remaining one undivided third part or share thereof from his late brother Andrew McGill Esquire as residuary devisee and legatee of his last Will and Testament holograph dated at Montreal the ninth day of October one thousand eight hundred and four deposited in the Office of Jonathan Ab: Gray one of us the said Notaries the said one undivided third part or share having been devised to the said late Andrew McGill in and by the last Will and Testament above mentioned of the said late John McGill and the space of ground formerly called the chemin de rond by deed of conveyance from the Commissioners for removing the old walls and fortifications of Montreal passed before L. Chaboilleux and C Prevost, Nots. the second day of September one thousand eight hundred and five which said deed of conveyance and the deed of sale from the Sheriff with the other titles appertaining to the above described property were immediately delivered over to the said Thomas Gibb whereof quit &c.....

The aforesaid premises depending and holding of the Seigniory of the Island of Montreal and subject to the payment of such cens et rentes towards the domain thereof as may

X

$\frac{2}{3}$  by the will of John McGill 28 Nov 1797. (He died in Dec).

$\frac{1}{3}$  from Andrew McGill by will of Oct 9 1804.

The chemin de rond acquired Sept 2, 1805 from the Commissioners.

be legally due and owing thereto but which the said parties cannot at present ascertain, the aforesaid granted bargained and sold premises however being free and clear of all arrears of cens et rentes up to this day and of every other charge burden and incumbrance as the said James McGill now hereby declares: to have hold use and enjoy the aforesaid granted bargained and sold premises with their and every of their rights members and appurtenances unto the said Hanson Hoyle William Henderson and Thomas Gibb their heirs and assigns for ever as their own proper freehold for ever by virtue of these presents and to enter upon and to take possession of the aforesaid premises from this day and continue henceforth subject to the payment of the present rent to become due and be payable on the first day of November next and the first day of May following at which time the said rent will cease without prejudice to the interest upon a part of the consideration money hereinafter mentioned.....

The present grant bargain and sale is made in manner as aforesaid subject only to such Seignourial rights duties and services as may in future arise and become due and payable thereon and for and in consideration of the sum of one thousand eight hundred pounds current money of the said province of Lower Canada to become due and be payable to the said James McGill his heirs or assigns as follows to wit. six hundred pounds part thereof on the first day of January now next ensuing without interest, six hundred pounds more thereof on the first day of January one thousand eight hundred and ten and six hundred pounds more in full payment and satisfaction thereof on the first day of January of the year following one thousand eight hundred and eleven with interest on the above two last payments from the said first day of January next at the rate of six per cent per annum until actual payment on pain &c and for security whereof as well principal as interest the said Hanson Hoyle William Henderson and Thomas Gibb have and do hereby specially bind obligate mortgage

and hypothecate all and singular their real and personal property present and future and particularly the hereby granted bargained and sold premises without one obligation derogating from the other.....

AND in consideration of the premises the said James McGill doth hereby transfer and set over to the said Hanson Hoyle William Henderson and Thomas Gibb all right of property claim title interest demand *devisin* possession and other rights whatsoever which the said James McGill can have demand or pretend in or upon the aforesaid granted bargained and sold premises of which he hereby divests himself in favor of the said Hanson Hoyle William Henderson and Thomas Gibb consenting and agreeing that the said Hanson Hoyle William Henderson and Thomas Gibb be and remain *seized* and invested with the full and entire possession thereof as of right and for that purpose hereby constituting the bearers of these presents his Attornies and giving them all necessary power and authority to that effect. For thus &c. and for the execution of these presents and of every the premises the said parties have elected their domicile at their places of abode in this City. AT WHICH places &c notwithstanding &c promising &c obliging &c rehouncing &c.

DONE and passed at Montreal aforesaid in the Office of Jonathan Ab. Gray one of us Notaries the seventeenth day of September in the year of our Lord one thousand eight hundred & eight in the forenoon and signed by the said parties with us the said Notaries on the original minute to remain of record in the said Office after having been duly read according to Law./ signed on the said original James McGill, Thomas Gibb, Thos. Barron N.P. and the undersigned Notary.

(sgd) J. A. Gray, Not. pub.

17th Sept. 1808.

DEED OF SALE

THE HON. JAS. MCGILL

to

MESSRS. HOYLE HENDERSON & GIBB

Copy.  
Consideration money acquitted.

J.A.Gray N.P.

[ Copy made by W. D. Lighthall, K.C., and presented to  
McGill University (Library MSS Department) ]

BEFORE the undersigned Notaries residing in the City  
of Montreal in the Province of Lower Canada

PERSONALLY APPEARED The Honorable Joseph DeLongueuil  
and John Richardson of the City of Montreal Esquires two of  
the Commissioners appointed by His Excellency Sir Robert  
Shore Milnes, Baronet, Lieutenant-Governor of the Province of  
Lower Canada by Letters Patent under the Great Seal of the  
said Province bearing date at the Castle of Saint Lewis in  
the City of Quebec in the said Province the second day of  
October in year of our Lord one thousand eight hundred and  
two for the execution of an act passed by the Legislative  
Council and assembly of the said Province in the forty first  
year of the Reign of our Sovereign Lord George the third by  
the grace of God of the united Kingdom of Great Britain and  
Ireland King defender of the Faith and assented to by his  
Majesty in his privy Council upon the Seventeenth day of

1802 " April one thousand eight hundred and two Intituled. "An act  
"for removing the old walls and fortifications that surround  
"the City of Montreal, and otherwise to provide for the  
"Salubrity Convenience and Embellishment of the said City"  
of the one Part.

And the Honorable James McGill of the said City of  
Montreal Require of the other Part.

Which said Joseph Delongueuil and John Richardson  
Commissioners as aforesaid and Hon<sup>ble</sup> James McGill, in the  
presence of us said Notaries did and hereby do declare that  
it had appeared to them the said Commissioners acting under  
and by virtue of the said Commission that it will not be  
necessary for the purposes of the said act to require the  
abandonment of a certain lot and premises\*, situate lying and  
being in the said City of Montreal containing Seventeen Toises  
and one third of a Toise bounded and abutted as follows, in  
front by the present wall along the river, behind to the said  
Purchaser on the North east side by Messrs. Parker, Gerrard  
Ogilvy & Co. and on the south west side by Etienne S. Dizier  
Esquire.

\* Now (1925) the  
S. cor. St. Paul St.  
& St. Lawrence  
Boulevard.  
W.D.L.

That the said lot and premises form a part of the land reserved for the fortifications heretofore built and erected around the said City of Montreal and in the said act Mentioned and are now and for ten years last past have been in the wrongful occupation of the said James McGill Esq. That they the said Commissioners under and by virtue of the powers and authority in them vested in and by the said act, have caused a valuation to be made of the said lot and premises by the oath of twelve Jurors being disinterested house keepers in manner and form as in and by the said act is directed and required, and that the amount of the estimate and valuation of the said lot and premises so made as aforesaid by the said Jurors, is the sum of Twenty six pounds current money of this Province they the said Jurors having estimated and valued the said lot and premises at the rate of Tirty shillings per Tpise. That the said Hon. James McGill is desirous to become the purchaser of the said lot and premises and that no person has offered a higher price for the same.

1806 - And whereas by an act passed by the legislative Council and assembly of the said Province of Lower Canada in the forty fifth year of his Majesty's reign intituled "an act to contânuer" "for a limited time the powers granted to Certain Commissioners" "by an act Intituled an act far removing the old walls and "fortifications that surround the City of Montreal and for extending the said powers in Certain Cases," the said Commissioners are empowered to sell by private Bargain or otherwise certain parcels of land, where the same in point of limits or local situation shall be such as not to afford a reasonable prospect of obtaining a fair price therefor by any public auction; and as a certain lot beyond the curtain adjoining the lot first above described containing thirty one Toises and five sixths of a toise bounded to the south east by a line drawn by Lewis Charland Land Surveyor, being the boundary of the said lot along the river St. Laurence, on the North east side by Messrs. Parker Gerrard Ogilvy & Co. and on the south

See framed photo of Charland's Plan at Chateau de Ram-  
-say.



west side by Etienne S. Dizier Esquire, does not appear in the opinion of the said Commissioners likely to produce a fair price if disposed of by public auction, and the said Hon. James McGill being desirous to purchase the same has agreed with the said Commissioners to pay the sum of forty seven pounds fifteen shillings current money of the said Province being at the rate of thirty shillings Per Toise.

And whereas His Excellency Sir Robert Shore Milnes Baronet Lieutenant Governor of the said Province of Lower Canada, under and by virtue of the said Act, hath been pleased to direct that such parts of the lots which have heretofore been ceded to His Majesty by the Company formerly stiled the Ancienne Compagnie de la Nouvelle France and may be sold by the said Commissioners, shall be holden of the Crown en roture as appears by an entry in the Journals of His Majesty's Executive Council of this Province made on the ninth day of March 1805. Wherefore in the presence of us said Notaries the said Joseph DeLongueuil and John Richardson Esquires Commissioners aforesaid (being lawfully seized of the said lots and premises under and by virtue of the said Acts) by virtue of the powers in them vested by the said Acts, did and by these presents do grant, bargain sell, assign transfer and make over unto the said Hon. James McGill Esquire, being so as aforesaid a party to these presents, and in person accepting thereof as purchaser for himself his heirs and assigns the above described lots and premises with every part and parcel thereof, and all and each and every the Members and appurtenances thereunto belonging, and in any wise appertaining without any reservation whatsoever of any part or portion of the aforesaid lots and premises hereby sold and conveyed or intended so to be, on the part of them the said Commissioners, all which the said Hon. James McGill for himself his heirs and assigns in the presence of us said Notaries did and hereby doth accept and therewith did and hereby doth declare to be fully content and satisfied. The said lots and premises hereby sold and conveyed, being dependent upon, and for ever hereafter to

X  
be holden en roture of the Domain of the Crown, charged with the Payment of the sum of one penny yearly and every year to His Majesty his heirs and successors as droit de cens and with lods & ventes whenever and so often as by law the same may be demanded and all other seigneurial rights according to the laws of the Province of Lower Canada Provided always that the lods & ventes, which at any time hereafter shall be paid to His Majesty his heirs or successors, for by reason or upon any mutation of the said lots and premises, (whatever be the improvements which thereon may be then made or erected) shall in no instance exceed the sum of Two pounds three shillings and four pence being one twelfth part of the aforesaid sum of Twenty six pounds the amount of the Estimation or Valuation of the lot herein first described so as aforesaid made by the said Jurors; and the sum of three pounds nineteen shillings and seven pence, being one twelfth part of the sum of forty seven pounds fifteen shillings, the amount agreed to be paid for the second lot described so as aforesaid, any thing to the contrary notwithstanding.

The present grant and conveyance being made in manner aforesaid, subject to the said Seigneurial rights and for and in consideration of the sum of Twenty six pounds for the first lot and the sum of forty seven pounds fifteen shillings for the second lot herein before described, making together the sum of Seventy three pounds fifteen shillings, in deduction whereof the said Commissioners in the presence of us said Notaries did and hereby do acknowledge to have received of and from the said Hon. James McGill the sum of Twenty four pounds eleven shillings and eight pence by the same having been paid into the hands of Lewis Chaboillez Esquire their Treasurer, being one third of the said sum of seventy three pounds fifteen shillings and of and from the said sum of Twenty four pounds eleven shillings and eight pence so received as aforesaid the said Commissioners in the presence of us said Notaries did and hereby do acquit, release and forever discharge the said Hon. James McGill his

heirs Executors Curators and assigns for ever; and the remaining sum of forty nine pounds three shillings and four pence being twothirds of the said sum of seventy three pounds fifteen shillings the said Hon. James McGill in the presence of us the said Notaries did and hereby doth promise and undertake to pay to the said Commissioners and into the hands of their Treasurer to wit the sum of Twenty four pounds eleven shillings and eight pence being one remaining third part of the aforesaid sum of seventy three pounds fifteen shillings within the space of Twelve Calendar Months next after the date of these presents. And the further sum of Twenty four pounds eleven shillings and eight pence being the remaining third part of the said sum of seventy three pounds fifteen shillings within the space of twenty four calendar months next after the date of these presents without Interest. And for securing the payment of the said sum of forty nine pounds three shillings and four pence so remaining to be paid in manner aforesaid, the said Hon. James McGill in the presence of us said Notaries did and hereby doth bind mortgage and hypothecate all and every his goods and chattels lands and tenements, which he now doth own, or may hereafter acquire, and especially the lots and premises hereby sold and conveyed and every part thereof, expressly stipulating and declaring that the general Mortgage hereby created shall not derogate from the special Mortgage hereby created and that the special mortgage hereby created in the like manner shall not derogate from the general mortgage hereby created.

And in the presence of us the said Notaries, it was and hereby is expressly covenanted and stipulated by and between the said parties to these presents that from and within five years after the date of these presents the said Hon. James McGill his heirs or assigns shall build and after keep and maintain in good repair, at his or their own proper costs and expence, a stone wall upon the second lot and premises hereby sold, which wall shall make the boundary along the

to build a stone wall as "boundary along the River St. Lawrence" not less than 5' high + 2" thick, & 2 side line walls.

river St. Lawrence, and be built in conformity to the line drawn by the said Louis Charland Surveyor, and shall not be less than eight feet in height above the level of the ground, and shall not be less than two feet thick. And further that the said Hon. James McGill his heirs and assigns shall between him and his Neighbours on each side of the said lots and premises hereby sold and conveyed build and maintain the half of a wall of separation which wall shall not be less than two feet thick and not less than eight feet in height above the level of the ground under the penal sum of fifty pounds.

And in consideration of the premises the said Commissioners by virtue of the powers in them vested, under and by virtue of the said act in the presence of us said Notaries did and hereby do transfer and set over to the said Hon. James McGill his heirs and assigns all right of property claim title, interest demand seizin and possession and all other rights whatsoever of, in, to, or upon the said lots and premises, of which they hereby divest themselves in favor of the said Hon. James McGill his heirs and assigns, consenting and agreeing that the said Hon. James McGill his heirs and assigns, from henceforth shall be and remain seized and invested with the full and entire possession of the said lots and premises hereby sold and conveyed and of every part and parcel thereof, to have and to hold the said lots and premises so sold and conveyed with the rights members and appurtenances unto the said Hon. James McGill his heirs and assigns as his and their property for ever by virtue of these presents. And for the execution of these presents the said Hon. James McGill hath elected his domicile at the Court house in the City of Montreal at which place &c NOTWITHSTANDING &c PROMISING &c OBLIGING &c RENOUNCING &c done and passed at Montreal the second day of September in the year of our lord one thousand eight hundred and five, and signed by the said Parties with us said Notaries these presents being first duly read to them according to law. As it appears on the original

of record in the office the said original thus signed  
Jh. deLongueuil, John Richardson, James McGill, Chs.  
Prevost N.P. and the subscribing Notary,

L. Chaboillez N.P.

X Received from the Hon. James McGill Esq. the sum of  
Twenty four pounds eleven shillings and eight pence  
currency being the second installment on account of the  
fortification granted by him purchased by the foregoing  
Deed, Montreal December 16th 1806.

L. Chaboillez  
Treasurer.

X Received from the Hon. James McGill Esquire the sum of  
Twenty four pounds eleven shillings and eight pence current  
money of this Province being for the third and last install-  
ment and in full for the Purchase Money of the fortifica-  
tion ground in the said Deed Mentioned, Montreal the third  
day of December of the year one thousand eight hundred and  
seven.

L. Chaboillez  
Treasurer.

Documents relating to

September 2nd, 1805

James McGill.

Deed of Conveyance from the  
Commissioners for removing  
the old walls and fortifica-  
tions of Montreal

to

The Hon. James McGill Esq.

Copy for Hon. J. McG.

[Copy made by W.D. Lighthall, K.C., and presented to McGill University (Library MSS Dept.)]

1792.

THIS INDENTURE made the thirteenth day of October in the year of our Lord one thousand, seven hundred and ninety two, BETWEEN Edward William Gray, Esquire, Sheriff of the District of Montreal, in the Province of Lower Canada, of the one part, and John McGill of the City of Montreal, in the said Province, Merchant, of the other part. Whereas by a certain judgement of His Majesty's Court of Common Pleas for the said District of Montreal, rendered in a certain cause lately depending in the said Court; wherein Richard Dobie and Alexander Henry, Trustees to the estate and effects of Alexander Hay were Plaintiffs, and Joseph Bindon late of Montreal, Defendant, and the said Edward William Gray, one of the Trustees to the Estate and effects of the late Samuel Judah of the same place, Merchant, deceased, was Garnishee, bearing date the thirty first day of May, in the year of our Lord one thousand seven hundred and ninety one, it was, amongst other things, ordered that a house and lot of ground situate in Saint Paul's street, in the Town of Montreal, which were purchased by the said Samuel Judah from Alexander Hay, as acting for and on behalf of the Defendant Joseph Bindon, in the profession of the said Trustees, on which there remained due of the purchase money thereof the sum of eight hundred and seventy five pounds, current money of the Province, with Interest from the month of September, one thousand, seven hundred and eighty two, and for the payment whereof the said premises were mortgaged, should be sold by the said Edward William Gray, after being advertised in the manner prescribed by law for the sale of real property by execution, and that the monies arising from the said sale, or such part thereof as might be sufficient to satisfy the Judgement given in the said Cause, should be paid to the Plaintiffs for and towards satisfying the same; AND WHEREAS the said Edward William Gray, in pursuance of the said Judgment and by virtue thereof, did cause the said premises, being a lot or piece of ground situate in Sait Paul's Street, in the City of Montreal aforesaid, containing forty nine feet and a half in

[This property was afterwards acquired by Hon. James McGill from his brother John's estate.]  
W.D.L.

X Alexander Henry the pioneer Western fur trader & author.

Notre Dame St

St Paul  
W  
N  
Z  
F  
St. Lawrence  
Boulevard St.

St Paul  
49.5  
Alexander Hay  
Sold to  
John McGill  
who willed it to James  
W.D.L.  
R. DOBIE  
Chemin de Ron

Fortification Wall of the Harbor

CH162.S32

front and the same breadth in the rear, by the whole depth which there may be to the street or road round the Fortification of the said City, joining on one side to Etienne Saint Digiers and on the other side to Richard Dobie, in the front to the said street Sait Paul, and behind to the said street or road, with the right of building against the Pinion and the partition wall which seperates the said lot of ground from that of the said Richard Dobie, with a stone house two stories high and other buildings thereon erected, to be advertised, in the manner prescribed by law for the sale of real property by execution, to be sold and adjudged to the highest bidder, at Sullivan's Coffee House in the City of Montreal aforesaid, on the twenty second day of November last, and the said house and lot of ground being then put to sale, in the usual manner, the said John McGill being the last and highest bidder became the purchaser thereof, at the price of eight hundred and fifty pounds, current money of the Province of Lower Canada aforesaid, NOW, in order to convey the said premises and to confirm the purchase thereof to the said John McGill, his heirs and assigns, THIS INDENTURE WITNESSETH, that the said Edward William Gray, in pursuance of the said Judgement and by virtue thereof, and for and in consideration of the said sum of eight hundred and fifty pounds, to him by the said John McGill, at or before the execution hereof in hand paid, the receipt whereof the said Edward William Gray doth hereby acknowledge, and thereof doth acquit and discharge the said John McGill, his heirs and assigns, HATH granted, bargained and sold, and by these presents DOTH grant, bargain and sell to the said John McGill the said house and lot of ground situate, lying and being as aforesaid, with the appurtenances thereunto belonging; and also all and singular the right, title, interest, property, claim and demand whatsoever of him the said Edward William Gray of, in and to the same, and every part and parcel thereof, TO HAVE AND TO HOLD the

*Le chemin de rond.  
(or "The Watch Road")  
W.S.L.*

*Dillon's?  
on Place d'Armes?*

X

*Pinion*



said house and lot of ground and the appurtenances thereunto belonging unto the said John McGill his heirs and assigns, to the only proper use, benefit and behoof of him the said John McGill, his heirs and assigns, forever, under such rents, duties and services as the said premises are subject to. IN WITNESS whereof the said parties have hereunto interchangeably set their hands and seals on the day and year first above written.

(sgd) Edw. Wm. Gray

Sealed and delivered)  
in the presence of )

(sgd) Fred. Wm. Ermatinger

COURT OF COMMON PLEAS  
---District of Montreal---

RICH.DOBIE & ALEX.HENRY | Deed of  
trustees to the Estate )  
of ALEXANDER HAY ) Sale  
-vs- )  
JOSEPH BINDON ) of

a house and lot of ground  
situate in Saint Paul Street  
purchased by Samuel Judah from  
Alex. Hay as acting for the said  
Joseph Bindon the Defendant to  
Mr. John McGill for

£850 .....

Dated 13th October 1792.

*brother of James McGill*

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