

On this day, the Twenty-fifth of January
in the year of Our Lord, One Thousand Eight Hundred and seventy three Before the
undersigned **Public Notary**, Duly Commissioned and Sworn, in and for the heretofore
Province of Lower Canada now the Province of Quebec, in the DOMINION OF CANADA, residing
in the CITY OF MONTREAL, in the said Province:—

Personally Appeared, Sir Hugh Allan and Andrew Allan Esquire Merchants both of the said City of Montreal, and William Rae of the City of Quebec in the said Province Esquire, Merchant in their capacity of Trustees and Executors of the late John Smith deceased in his lifetime of the said City of Montreal Esquire, as such duly appointed under his Last Will and Testament in writing, bearing date and executed before witnesses the tenth day of August eighteen hundred and sixty eight and duly proved on the seventh of March last (1872) and remaining deposited amongst the Archives of the superior Court of the District of Montreal.—

who acknowledged and confessed to have bargained, sold, assigned, transferred and made over, and by these presents do bargain, sell, assign, transfer and make over, from henceforth and forever, with promise of warranty, against all gifts, dowers, mortgages, substitutions, alienations, and other hindrances whatsoever, to

John William Dawson of the
Said City of Montreal Esquire, L. L. D. Principal of McGill
University —

party to these presents, and accepting thereof, for himself his _____ heirs
and assigns, That certain lot of land situate, lying and being in the stth
Antoine Ward of the said City of Montreal, being portion of the lot
Known and designated on the official plan and in the Book of Reference
of said Ward as Number Eighteen hundred and Thirteen (1813) and
on the Plan of the property of the said late John Smith sub-
dividing the said lot deposited in Office of the Registrar of the
Registration Division of Montreal in pursuance of the 2175 article
of the Civil Code of Lower Canada as number Eighteen hundred
and thirteen A (1813 A) bounded in front by University street
in rear by lot Number Eighteen hundred and seven (1807) on
said official Plan, On one side to the North West partly
by a Lane of Twenty-five feet in width and partly by a
triangular piece of land both marked Eighteen hundred
and fourteen A (1814 A) on a plan of subdivision of the
adjoining lot Number Eighteen hundred and fourteen (1814)
on said official plan, and on the other side to the south East by the
remaining portion of said lot Number Eighteen hundred and Thirteen
on said official Plan without any buildings thereon erected, and
Containing one hundred feet in width in front on University street Ninety
four feet in width in rear, One hundred and six - feet nine
inches on the same side adjoining said triangular piece of
land, and one hundred and twenty feet in depth on the South
East side, the whole English Measure and more or less, as the
same is more particularly described within the lines marked
on the sketch or plan thereof made by Joseph Rielle
Provincial Land Surveyor, dated the Thirtieth of December last
1872 hereto annexed & identified by the signatures of the parties
hereto and me the said Notary with the right of way in said
Lane marked 1814 A. —

with all and every the members and appurtenances thereunto belonging, of all which the said purchaser declare^s to have a perfect knowledge, as having seen and viewed the same, and therewith *is* content and satisfied. Which said vendor^s are lawfully seized thereof, by virtue of a good and sufficient title the same having been acquired

*by him the said late John Smith from the Royal
Sustitution for the Advancement of Learning by Deed of
Sale bearing date and passed before the undersigned
Notary the Twenty-Eighth of February eighteen hundred
and sixty-six, Registered the Thirty-first of March
Eighteen hundred and sixty-six.*

The aforesaid, hereby bargained and sold lot piece or parcel of land and premises, are held under the tenure of franc aleu roturier the same having been commuted by acte of Commutation bearing date and passed before P. Lacombe and his Colleague Notaries public the eighth of June eighteen hundred and forty two.

To HAVE, HOLD, USE, AND ENJOY, the aforesaid bargained and sold lot of
land and premises, with their rights, members and appurtenances, unto the said purchaser his heirs and assigns, as his and their own proper freehold forever, by virtue of these presents, to enter upon and take possession of the aforesaid lot of land and premises forthwith.

THE PRESENT BARGAIN AND SALE is made in manner as aforesaid, for and in consideration of the sum of Seven Thousand one hundred and Seventy-Six Dollars Currensy being at the rate of sixty cents per superficial foot /part whereof to wit the sum of one thousand dollars hath been paid in Cash at the passing of these presents the receipt whereof is hereby acknowledged whereof quit, and as to the balance or remaining sum of six thousand one hundred and Seventy Six Dollars, the said purchaser doth hereby promise bind and oblige himself his heirs and assigns to well and truly pay or cause the same to be paid as follows: - Two Thousand one hundred and Seventy Six Dollars part thereof to the said Vendors their successors or assigns on the first day of May next (1873) without interest, and the balance of Four Thousand Dollars to the said Royal Institution for the advancement of Learning to the exoneration, Acquittal and discharge of the said Vendors in Ten years from the First of February eighteen hundred and sixty six being the amount stipulated to be paid to them by the said late John Smith for each of four lots of land purchased by him from them, of one of which lots the lot hereby sold forms part, under and by virtue of the said Deed of Sale hereinbefore mentioned of the Twenty-Eighth of February eighteen hundred & sixty six with interest thereon in the meantime at the rate of six per Centum per annum payable semi annually in advance commencing on the first of May next (1873) up to which time interest has been paid by the said Vendors.



AND for Security of the due and faithful payment of the said balance of consideration money and interest, the hereby bargained and sold lot of land _____
and premises, are by these presents, specially, and by privilege of Bailleur de fonds, mortgaged and hypothecated.

AND in consideration of the premises, the said vendors in their said capacity do hereby transfer and set over to the said purchaser all right of property, claim, title, interest, demand, seizin, possession and other rights whatsoever, which the said vendor in their said capacity can have, demand, or pretend in or upon the aforesaid hereby bargained and sold lot piece or parcel of land and premises of which they hereby divest themselves _____ in favor of the said purchaser his heirs and assigns consenting and agreeing that the said purchaser be, and remained seized and invested with the full and entire possession thereof, and for that purpose, do hereby constitute the bearer of these presents their _____ Attorney to whom they give all necessary power and authority to that effect.—*For thus, &c.*

AND as further security the said purchaser do hereby bind and oblige _____ immediately to insure and to keep constantly insured at _____ own cost and expense against loss by fire, with such Insurance Company or Companies as the said vendor or representatives may approve of, for a sum of money equal to the amount at any time remaining due, the house and other buildings erected on the above described piece and parcel of land, and to transfer to the said vendor and representatives the policy or policies of such Insurance and Insurances, together with the sum of money thereby insured, the whole as long as any part or portion of the said amount in principal or interest may remain unpaid. Failing which, the said vendor _____ heirs and assigns, shall have the right to do so, and the said purchaser _____ heirs and representatives shall be bound to repay on demand to the said vendor _____ heirs and assigns, all such sum and sums of money which he or they may have expended in so doing, and for security thereof the said premises are hereby further hypothecated to the extent of _____

AND for the execution of these presents, and of every the premises, the said parties have elected their domicile, at the place above mentioned.—*Where, &c.*

DONE AND PASSED at the said City of MONTREAL, in the office of J.S. Hunter _____ the said Notary, on the day, month and year first before written in the afternoon, and signed by the said parties hereto.

with and in the presence of said Notary, also hereunto subscribing, these presents having been first duly read, and executed under the number Eighteen — thousand Three hundred and fifty-six. —

(Signed) Hugh Allan

" Andrew Allan } Executors
" William Rae }
" J.W. Dawson
" J.S. Hunter N.P.

A true Copy of the original hereof remaining of record in my office—One hundred and eighty seven words obliterated are null.—One Marginal note is good.

J. Montell Jr.

No. 18356.

25th January 1873.

Deed of Sale

From

John M. Dawson Esq. L.L.D.

in

Sir Hugh Allan & others esq's

2nd Copy.

Aug. 31. 1873.

N. 7037 L.S.C.

J. S. Hunter, M.P.
Montreal.



On this day, the First of May,
in the year of our Lord, one thousand eight hundred and seventy Three,

Before 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,

Personally Came and Appeared Sir Hugh Allan and Andrew Allan
Esquire Merchants, both of the said City of Montreal and William Rae of the City
of Quebec in the said Province Esquire Merchant, in their capacity of Trustees and
Executors of the late John Smith deceased in his lifetime of the said City of
Montreal Esquire as such duly appointed under his Last Will and Testa-
ment in writing bearing date and executed before Witnesses the tenth day
of August eighteen hundred and sixty-eight duly probated on the seventh of March 1872
and remaining deposited amongst the Archives of the Superior Court for the District of
Montreal he the said Andrew Allan party hereto and stipulating for himself and as
Attorney of the said William Rae as such duly constituted by Letter of Power of Attorney
bearing date and passed before the undersigned Notary the ninth of March
eighteen hundred and seventy two.

Who acknowledged and confessed to have had and received at or before the
execution hereof, of and from John William Dawson of the said
City of Montreal Esquire L. L. D. Principal of McGill
of McGill University the sum of Two thousand one hun-
dred and seventy six dollars currency being the instal-
ment due and payable on the first of May instant (1873)
of the purchase money under the Deed of Sale from the
said Appearers to the said John William Dawson
bearing date and passed before the undersigned Notary
the Twenty fifth of January last (1873) Registered the
thirty first of the same month under the No. 71037 by H.R.



And thereof and therefrom, and of and from all claims and demands resulting from
and derivable under the said deed of Sale, the said
appearers do hold, quit, release and discharge the said John William
Dawson, his heirs and assigns forever, and do also release and
discharge the lot of land and premises of and from the mortgage thereon created
as security for the payment of the said sum and interest.

In Testimony Whereof the said appearers have hereunto set their
hands with me the said Notary also hereunto subscribing.

these presents having been first duly read and executed under the number
Eighteen thousand Six hundred and fifteen

(Signed) Andrew Allan

" " William Rae

" " by his Atty Andrew Allan

" " Hugh Allan

" " J. S. Hunter N.Y.

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

H. Montg. Jr.

No. 18615

1st May 1873

Receipt and Discharge

from

for Hugh Allan sold as qualific

to

John W. Dawson by S. S. D.

1st copy
}

Received Dec 4, 1873
under No 13361 G. H. R.

W. J. Hunter Jr.