

No 2253

1st March 1864

Last Will
and
Testament
of

Dame Charlotte Mathews
widow of
The Late
John Harrington

First Copy

xd

No 3295

Received at 1/4 before
1 P.M. 20 Sept 1870

(D)

paid 1.75
20
\$2.00

St Howard
Notary

126

On this nineteenth day
of September in the year of our Lord our
Thousand eight hundred and seventy.

Before me the undersigned Notary
Public for the Province of Quebec
residing in the district of Sherbrooke,
Personally came and appeared John
Harrington, of Sherbrooke, said district
Esquire, the executor named in the
Last Will and Testament of Dame
Charlotte McArthur widow of the late
John Harrington, deceased before
Howard Notary, in presence of
Witnesses the first day of March
Eighteen hundred and Sixty Four -

Who hath declared that the
said Dame Charlotte McArthur
departed this life at Sherbrooke afore-
said on the twenty fourth day of
June last (1870) without having
to his knowledge revoked the
said will.

This declaration
is made in conformity with provi-
sions of Article 2098 of the Civil
Code of Lower Canada, in order
to effect the registration of said Will
and the said John

Harrington has signed these presents
in presence of me the said Notary
after being read - at Sherbrooke aforesaid

John Harrington
Notary

alike as their own absolute and individual property forever.

And I hereby nominate, constitute, and appoint the said John Harrington and Sarah Elizabeth Harrington executors to this my Will and Testament hereby revoking and annulling all other and former Wills and Testaments by me at any time heretofore made.

Thus done, dictated and named by the said testatrix at S^r Andrews aforesaid, in the domicile of Robert Simpson, Esquire, unto the said Notary, in presence of the said Witnesses, on the day, month and year first before written, and by him the said Notary read and read over in et re in presence of the said witnesses unto the said testatrix who persisted therein.

And the Testatrix has signed these presents with and in presence of the said Notary and witnesses to remain of record with the said notary under the number Two thousand two hundred and fifty three.

signed!

Charles Wales

/signed/

William Henry Clunie

Charlotte Martha Harrington

H. Howard


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



favor of any one or all of my said Children,
or of the children issue of his or her lawful
marriage as aforesaid, or to indicate by
Will and Testament the manner in which
such Real Estate shall be divided between
my other children or the children issue
of his or her marriage, after his or her
demise, then and in that case I do
hereby fully authorize them jointly,
or the survivor of them if not done jointly,
during their lifetime, to do so, and
declare that such apportionment
and division thereof shall be binding
on my said children, and the children
issue of his or her marriage in the
same manner as though the same
had been contained and embodied
in this my Will, and notwithstanding
the proprietary bequest in their favor of
an equal division thereof, which shall
only have effect in the absence and default
of such apportionment or division being
made by the said John and Sarah Elizabeth
Harrington.

And I further give, devise and bequeath
unto the said John Harrington and Sarah
Elizabeth Harrington all the rest residue
and remainder of my Estate whatsoever,
whether in rents, monies or effects, where so
ever situate, whatsoever the same may
amount to, and of what other kind, nature,
or quality soever the same may be, without
exception or reserve to be by them held
used and disposed of, Share and share
alike

John Harrington and Sarah Elizabeth
Harrington, my son and daughter and to
the survivors of them, the use and enjoyment
(usufruct) during their natural life of all
my real estate situate in the County of
Argenteuil in the District of Terrebonne,
which may be found belonging to me at
the time of my decease, without any excep-
tion or reserve. To be by them and the sur-
vivors of them held, used and enjoyed in
usufruct only as aforesaid, without being
held to give any security, but subject to all
other usufructuary charges and obligations,
and after the decease of the survivor of them
I give and bequeath the said real estate
unto my other children issue of my mar-
riage with the said John Harrington,
and to the children which may hereafter
issue from the lawful marriage of the
said John Harrington and of the said
Sarah Elizabeth Harrington, share and
share alike, hereby naming and con-
stituting them my universal legatees
en propriété. And it is further my
express Will and intention and the con-
dition alone on which the said proprietary
bequest is made that if at any time
the said John Harrington and Sarah
Elizabeth Harrington, jointly during
their lifetime, or the survivor of them
before the termination of the usufructuary
bequest as aforesaid, deem it expedient
to make over or divest themselves of all or
any portion of the said real estate, in
favor



On this First day of the month of March
in the year of Our Lord one thousand eight
hundred and sixty four. Before Henry
Howard, notary public duly commission-
ed and sworn in and for that part of
the Province of Canada heretofore called
Lower Canada, residing in the District
of Terrebonne in the said Province, and
Charles Wales and William Henry Clunie,
Merchants, both of the parish of Saint
Andrews, in the District aforesaid, wit-
nesses hereto specially called.

Personally came and appeared Dame
Charlotte M^{rs} Arthur, of the aforesaid par-
ish of St^{ts} Andrews, widow of the late John
Harrington, in his lifetime of the same
place, farmer, who being weak in body
but of sound and disposing mind, mem-
ory and understanding as it appeared,
unto the said Notary and Witnesses hath
made, dictated and named, fait dicté et nommé
to the said Notary in presence of the said Witness-
es, her Last Will and Testament in the manner
and form following.

Firstly I resign my soul into the hands of
Almighty God hoping for pardon of my sins
and admission to His Heavenly Kingdom

Secondly I will and desire that my just
debts be paid, and all injuries and wrongs
by me done and committed, if any there be,
be atoned for as soon as possible after my
decease.

Thirdly I give, devise and bequeath, unto
John

Interesting
Wife of Charlotte McAuliffe
wife of John Harrington.

Her children John Harrington
& Sarah Elizabeth

I think she was married
twice - John jr & Elizabeth
the children of her first
marriage with McAuliffe -
and other children by John
Harrington Sr. later (?)

17th 2^d March 1864

Profrate of the Law

William Hartman

of the City

Mr. Warrington

Wm. H. C. C. C.

Hand

M^{rs}. Arthur widow of the late John
Harrington, and depositions of
Guisé Beattie and Peter Melator
sworn before me this day.

At the Scholaistique this second
day of March one thousand eight hundred
and sixty four.

Jules A. Berthelot
P. S. C.

I the undersigned Prothonotary
of the Superior Court for Lower Canada,
District of Montreal, do hereby certify
that the foregoing paper writings contain
true and accurate copies of the last
will and Testament of the late John
Harrington and jointly with Charlotte
Harrington his wife therein named,
of depositions touching proof of the said
will and also of the probate thereof,
remaining of record amongst the Records
of the said District, and in my
custody as such Prothonotary.

In witness whereof I have
hereunto subscribed my name and
caused the Seal of the said Court
to be hereunto affixed, at the Scholaistique,
this second day of March one thousand
eight hundred and sixty four. (two words
erased are also in marginal note good).

Jules A. Berthelot
P. S. C.



of us may be by the order or orders
of the hereafter named executor or
executrix, also that all our just debts
and wrongs if any shall appear & also
all other expenses shall be paid by the
said Executor or Executrix immediately
after either of our demise —

3^d. Also that in case of the death
of either of us the above Testators (viz)
John Harrington, Esquire, or Charlotte
Harrington his wife the survivor shall
to all intents and purposes be heir to
and inherit all the real and personal
property that the said deceased shall die
possessed of there may be found as belonging
to their succession either in lands buildings
chattles goods notes & amount or any other
property whatever also the survivor
shall be the sole Executor or Executrix
to the S^d Estate or succession thus done
and passed at St. Andrews as above
stated this 16th day of March in
the year of our Lord one thousand eight
hundred and forty eight in the dwelling
house of the said John Harrington
Esquire first having been read and
perread to the said Testators.

witnesses, signed

David Beattie

W^m. J. Benedict Esquire John Harrington

Peter Webster Esquire Charlotte Harrington.

This is the instrument
or last Will and Testament referred to
in the annexed Petition of Dame Charlotte
Harrington

Recunto annexed, I do hereby order
that the said Last Will and Testament
be registered and deposited in and
amongst the records of this Court, and
that authentic copies thereof be given in
due course of law as to justice may
appertain.

Given at St. Sordastique
under my hand and seal of the said
Court on the day and year first above
written.

Signed / Jules B. Dubelot,
P. S. C.

The Last Will and Testament
of John Harrington and Charlotte M^{rs}
Arthur, his wife, of St. Andrews in Argenteau
County of Two Mountains & District of
Montreal Canada last - which is ordered
and ordained as follows to wit.

1st The S^r. John Harrington &
Charlotte Harrington considering the uncertainty
of life and the uncertainty of death and the
being in all health but sound in mind
and memory as appears to the undersigned
witnesses do think it just and proper
to order and ordain the Same to be put
into actual execution as follows namely

1st We willingly resign our
souls to Almighty God who gave it in
hope of a pure salvation in our Saviour
& redeemer at the last day - also that
our remains shall be decently interred in
the burying ground where we meet
of

And representing the same as aforesaid and
are all their proper hand writing.

This deposition having been read
he declares that it contains the truth and
is truly signed.

Taken and sworn before me
at St. Scholastique the second day
of March one thousand eight hundred
and sixty four.
Signed / Jules R. Duchetel
P. S. C.

It is remembered that on
the second day of March in the year of
our Lord one thousand eight hundred and
sixty four.

Appeared before me Jules
R. Duchetel, Notary of the
Superior Court for Lower Canada,
in the District of Timiskaming, Dame
Charlotte McArthur, of the Village
and parish of St. Andrews in the
District aforesaid. Who in virtue
of my fiat upon her petition presented
to me this day produced the last
Will and testament of John Harrington
deceased, in his life time of the same
place, farmer, hereunto annexed, for
the purpose of being admitted to the proof
thereof, and due proof having been
made of the said last will and testament
of the said late John Harrington as appears
by the Depositions of the two witnesses
therein, which said Depositions are
hereunto

The Commissioner being duly sworn
upon the Holy Evangelists, doth depose
and say, that he was well acquainted
with John Harrington, late of the parish
of St. Andrew aforesaid, farmer now deceased.

A certain instrument in writing
purporting to be and contain the last will
and testament of the late John Harrington,
jointly with Charlotte Harrington his
wife bearing date and executed before witnesses
on the sixteenth day of March one thousand
eight hundred and sixty eight being shown
to and examined by this deponent he doth
depose and say, that he was present as
a witness to the due execution of said last
will and testament, and that the signature
"John Harrington" set and subscribed at the
foot of the said last will and testament
was made and signed by the said late
John Harrington in the presence of the
deponent.

And this deponent doth further
depose and say that the signatures "Peter
Webster" "David Reattie" and "Charles J.
Benedict" set and subscribed to the said
last will and testament and at the foot
thereof as witnesses to the due execution thereof
was written and signed by this deponent
and the said David Reattie & Charles J.
Benedict respectively in the presence of
each other and thus at the instance and
request of the said late John Harrington and
in his presence at the time of his signing
and

Day of March one thousand eight hundred
and fifty eight being shewn and examined
by this deponent he doth depose and say
that he was present as a witness to the due
execution of the said last will and testament
and the signature "John Harrington" seen and
subscribed at the foot of the said last will
and Testament was made and signed
by the said late John Harrington in the
presence of the deponent.

And this deponent doth further depose
and say that the signatures "David Beattie"
"Charles J. Benedict" and "Peter Webster"
set and subscribed to the said last will and
Testament and at the foot thereof as
witnesses to the due execution thereof was
written and signed by this deponent and
the said Charles J. Benedict and Peter Webster
respectively in the presence of each other
and that at the instance and request of the
said late John Harrington and in his
presence at the time of his signing and
executing the same as aforesaid and are all
in their respective handwriting.

Taken and sworn before me
at St. Scholastique this second
day of March one thousand eight
hundred and fifty four
Signed/ Jules R. Desjardins
J. R. D.

Parried of Canada
District of Terrebonne
Signed/ Peter Webster, of the parish
of St. Andrews, in the District of
Terrebonne

Your Honorable is desirous to proceed to a probate of the said last will and testament to the end that the same may be registered and deposited in the archives of the District of Terrebonne aforesaid for such purposes as to Law and justice shall appertain.

At St. Scholastique, District of
Terrebonne, this second day of
March, one thousand eight
hundred and sixty four.

Signed Charles D. Arthur Harrington,

For Probate of the said
Will pass.

At St. Scholastique the second
day of March one thousand eight hundred
and sixty four.

Signed Jules M. Deshotel.
P. S. C.

Province of Canada
District of Terrebonne

Darius Beattie, of the Village
and parish of St. Andrew, in the
District of Terrebonne, hotel keeper, having
been sworn on the Holy Evangelists, doth
depose and say that he was well
acquainted with John Harrington, late
of the parish of St. Andrew aforesaid, former
now deceased.

* jointly with Charlotte
Harrington his wife
J.M.B.

A certain instrument in
writing purporting to be and contain the
last will and testament of the said late
John Harrington, bearing date and
executed before witnesses on the sixteenth
day

Province of Canada,
District of Quebec.

To the Honorable the
Judges of the Superior Court
for Lower Canada, in the Parliamtary
thereof for the District of Quebec.

The Humble Petition of
Dame Charlotte McArthur of the Village
and parish of St. Andrews, in the District
of Quebec aforesaid widow of the late
John Harrington deceased in his lifetime
of the said place, farmer.

Respectfully Sheweth,

That the said John Harrington depar-
-ted this life at St. Andrews aforesaid on
or about the second day of April one thou-
-sand eight hundred and forty eight, having
previously made and executed in due form
of Law before witnesses a certain instrument
in writing purporting to be and contain
his Last Will and Testament and bearing
date at St. Andrews aforesaid the sixteenth
day of March one thousand eight hundred
and forty eight, and did then and there
constitute and appoint your Petitioner his
sole residuary legatee and executrix to
the said Last Will and Testament.

That in as much as the said
John Harrington what present at the time
of his decease of certain estate real and
personal in the said Province of Canada,
Your

112504

Wife of
Sarah Clapham - daughter
of Charlotte Nevelin Huntington

28th July 1851.

Last Will.

^{of}
Miss Sarah C. Huntington

Copy

No 10782

Received as mine
D.C. Am on the
11th Feb'y 1888

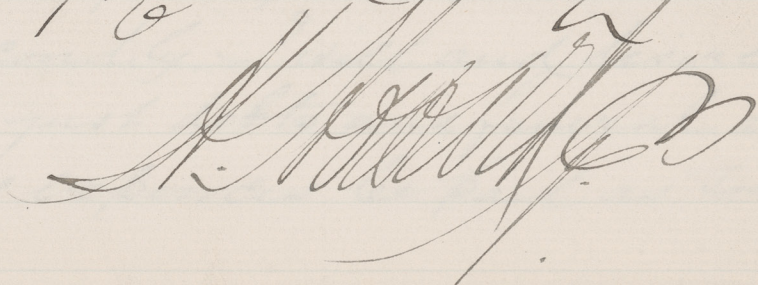
W. Howard, M.D.

And I name, constitute and appoint
the said William Harrington sole
executor to this my will hereby revoking
and annulling all former and other wills
and testaments by me at any time hereto-
fore made.

The present last will and
testament was by the said testatrix
made, declared and published unto
the said Notary in presence of the said
witnesses, at the parish of St. Andrew's
aforesaid, in the domicile of said testatrix
on the day, month and year first before
written, in the afternoon, and was by the
said notary in presence of said witnesses
read over to the said testatrix who
persisted therein declaring the same
to contain and embody her last will
and intentions. And the testatrix has
signed these presents with and in presence
of said Notary and witnesses to remain
of record in the office of the said Notary
under the number five thousand three
hundred and sixty four.

Witness my hand and seal
this 15th day of June 1884.
William Cauton Sarah Elizabeth Harrington.
Lancelot McLean. J. Howard. N.P.

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



as possible after my decease.

Thirdly, I give, devise and bequeath unto my brother William Harrington of the parish of St Andrews aforesaid, Esquire, all my property and Estate movable and immovable, real and personal, money and debts due, generally whatsover, where soever the same may be situate, whatsoever the same may amount to or of what other kind, nature, quality or description soever the same may be, of which I may die possessed as owner and proprietor, and especially all the property and Estate mentioned and comprised in the usufructuary bequest contained in my favour in the last will and testament of Dame Charlotte McArthur, my late mother, passed before the undersigned notary, bearing date the first day of March eighteen hundred and sixty four; and which by the terms of said bequest I am authorized and empowered to give and bequeath to him, hereby indicating him as the one among my other brothers and sisters who alone shall receive the said property and Estate naming him to this effect my universal legatee *en propre*.

To have, hold, use and enjoy unto the said William Harrington all the property and Estate herein given and bequeathed as his own property and estate absolutely for ever, from the day of my decease.



662

REGISTRY OFFICE FOR THE COUNTY OF ARGENTEUILL.
I certify that this document was registered in this office
at Quebec on the 28th day
of February one thousand eight hundred and eighty eight
in Register B vol. 23 Page 662 No. 10780

REGISTRATION 5 OFFICE day
REGISTRATION 5 OFFICE day
REGISTRATION 5 OFFICE day
REGISTRATION 5 OFFICE day



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

Before me Henry Howard the undersigned Notary public duly commissioned and sworn in and for that part of the Dominion of Canada now constituting the Province of Quebec, residing in the district of Terrebonne and William Caubon, carpenter, and Lauchlan McLean, farmer, both of the parish of St Andrews, said district, witnesses here to specially called.

Personally came and appeared Miss Sarah Elizabeth Harrington, of the parish of St Andrews aforesaid, in the district aforesaid, spinster, file majeure et usant de ses droits.

Who being in good bodily health and of sound and disposing mind, memory, and understanding, as it appeared unto the said notary and witnesses, hath made, dictated, declared and published unto the said Notary in presence of the said witnesses her last will and Testament in the manner and form following.

Firstly, I resign my soul into the hands of Almighty God, hoping for the pardon of my sins and admission to His Heavenly Kingdom.

Secondly, I will and desire that all my just debts and funeral and testamentary expenses be paid as soon

Register
Sarah Elizabeth Harrington



The duplicate original of this
 Act has registered & filed on
 eleventh February 1888. in Register
 Book 23 No 10781 ~~James Dwyer~~
 James Dwyer

To the Registrar of the County of
 Kent.

Sir, Take notice that Miss
 Sarah Elizabeth Harrington late of the
 parish of St Andrews, in the district of
 Sevenoaks, Spinster, departed this life on
 the fourth day of October 1881, having pre-
 viously made her last will and Testament
 before H. Howard, notary and witnesses
 dated the twenty eighth July, 1881, whereby she
 bequeathed all her property moveable and
 immovable unto William Harrington
 of St Andrews aforesaid, Esquire. That
 she was seized at the time of her death
 of the following real property situate in
 said parish of St Andrews designated
 on the Official Plan and Book of Reference
 under Nos One hundred and ten (110), one
 hundred and eleven (111), one hundred
 and sixty three (163), one hundred and
 forty eight (148), and the south west part
 of one hundred and fifty nine (159), being
 that portion of Lot lying south west of
 a line seven arpents from the North River,
 the north easterly part belonging to Hugh
 Walsh: By reason whereof the said Lots of
 land were transmitted by said will which
 is herewith filed for registration.
 Dated this tenth day of February eighteen
 hundred and eighty eight.

(In duplicate)

20th September 1843.

Marriage Contract

between

William Harrington Esq^r

and

Miss Laura Seymour.

Copy.

Separate as to properly
French + English in some
parts

William Harrington, Esq^r
bearer, this 11th October 1843.

No 209

28th October 1846

3 P.M.

1050 Mts 3846

3847

J. P. Gibb
i.s.d.

On This Day the twentieth of September, in the year of Our

heretofore constituting the Province of Lower Canada.

Lord One thousand eight hundred and forty three, Before us, the Undersigned Public Notaries, duly Commissioned and Sworn, in and for that part of the Province of Canada, ~~constituting the Province of Lower Canada~~, residing in the City of Montreal, in the said Province

W. J. [Signature]

Personally came and appeared Mr William Harrington, of the said City of Montreal, Merchant, of the One Part, and Miss Laura Seymour, of the same place, Spinster, being of the full age of majority, and exercising her rights and privileges, usante de ces droits, of the Other Part; - which said parties, with the view and in the intention of Uniting themselves in Marriage have formed and entered into the following Contract and Agreement, that is to say; - the said parties do hereby expressly declare, stipulate, Covenant, and Agree that no Communauté de biens, Community of property, shall at any time hereafter exist, be, or subsist between them notwithstanding the Coutume de Paris, Custom of Paris and all or any Law, Usage or Custom in relation thereto, to which, and to all of which, the said parties do hereby expressly renounce, and therefrom derogate; Wherefore, it is stipulated and agreed that any and all debts contracted by either of the said parties previous to the celebration of their said intended Marriage, or which may thereafter be Contracted by either of them, shall be paid by the party having contracted or owing, or who may hereafter Contract or owe the same, without the other party, or her or his goods or property being in any manner held charged or liable for the said debts.

And it is further covenanted and agreed between the said parties, that they and each of them shall separately and individually hold, use, and enjoy

Inscribed & registered in the Register kept by the Prothonotary of the Court of King's Bench of and for the District of Montreal, conformably to an Ordinance of the Special Council, passed in the S. Victoria, ch. 36. at the request of W. J. Harrington Esq. Montreal this 11th October 1843.

Wm. J. [Signature]

enjoy all and singular the property Real or personal which
they or either of them may respectively and individually
hold and possess on the day of their present intended
Marriage, or which they or either of them may respectively
and individually acquire during the same, either by
donation Succession or any title whatsoever as their
own separate and respective property and properties
and Estate, in every respect absolutely Clear, free,
exonerated from and discharged of and from all
and every incumbrance, mortgage, hypothecque, Claim
debt or demand whatsoever proceeding from the
act or Acts of the other.

And in order to establish what
shall constitute the property of each of the said parties
hereto, It is declared that the property of the said
Laura Seymour shall consist of her jewels, trinkets and
Paraphernalia, and of the Household furniture and
Effects set forth, mentioned and contained in a Schedule
or Inventory thereof annexed to these presents, identified
by the Signatures of the parties hereto, and as said notaries,
Amounting as per Valuation thereof, agreed upon between
them, to the sum of Two hundred and two pounds
Eighteen Shillings Currency, together with all monies
property or effects which she may hereafter acquire
by purchase, gift, legacy, inheritance or otherwise, which
said Property and effects shall belong to her and her
heirs as her and their Absolute property; - and all property
and Effects which she the said Laura Seymour cannot
prove or justify as belonging to her, either by written
acknowledgment or otherwise, shall be considered the
property of the said William Harrington.

And it is further stipulated and agreed
that

That should the said Laura Seymour during her present intended Marriage Contract any debts or in anywise oblige herself for or with the said William Harrington, her present intended husband jointly or severally, she the said Laura Seymour shall be duly indemnified by the said William Harrington, his heirs and assigns for the same, he the said William Harrington to the end and effect thereof and the due execution of all and every the Covenants, Clauses, and Conditions set forth in these presents, Hath, and he the said William Harrington doth specially bind, mortgage and hypothecate all and singular his real and personal property present and future.

And it is further stipulated and agreed that the said William Harrington shall of himself bear all the necessary expenses of the said Laura Seymour and the Child or Children which may be born of the present intended Marriage, as well as the Household expenses.

And it is further stipulated and agreed by and between the said William Harrington and Laura Seymour that there shall be no Dowry whether Customary or prefixed, Soit Coutumier ou prefixe. She the said Laura Seymour for herself and in the name of the Child or Children which may be born of the present intended Marriage, renouncing the same, derogating in this instance from the Custom of Paris.

And the said William Harrington in Consideration of the renunciation of Dowry hereinbefore made by the said Laura Seymour, and inasmuch as it hath been thereby stipulated that there shall be no Communauté de biens between them, hath and he the said William Harrington doth Covenant and Agree that the sum of One thousand Pounds

Pounds Currency aforesaid be by him settled, and the same is hereby settled by the said William Harrington upon the said Laura Seymour her heirs, executors and administrators, should she survive him the said William Harrington, which said Sum of One thousand pounds Currency aforesaid shall be paid at and immediately after the death of the said William Harrington by his heirs, executors, Curators or Administrators to the said Laura Seymour, her heirs, executors, Curators, Administrators and Assigns, in Case of Survivorship as aforesaid. For thus, &c.

And for the Enregistering of these presents Wherever necessary, the said parties hereby Constitute the bearers of these presents their Attorney, to whom they give all necessary power and Authority to that Effect.

Done and Passed at the said City of Montreal, on the day month and year first above and before written, at the residence of Hiram Seymour, Esquire, Father of the said Laura Seymour, and signed by the said parties hereto, with and in the presence of us said Notaries, also hereunto subscribing, - these presents having been first duly read

Signed / William Harrington

" Laura Seymour

Signed / J. N. Lafaire Notary - P. Gibb Notary

(One marginal reference is valid)

A true Copy of the Original hereof remaining of record in my Office.

W. A. M.

I certify that this marriage contract was brought to this office for Registration at full length, at three o'clock P.M. the twenty eighth day of October 1844, and was then duly registered under the No 3847, at the page of the 11th Vol. of Reg. B. J. W. Middleton
Depy Regr Montreal

Schedule or Inventory referred to in Contract of Marriage
 between William Harrington, of the City of Montreal, merchant,
 and Miss Laura Seymour, of the same place, Spinster, executed
 before the undersigned Notaries, this twentieth day of September,
 One thousand eight hundred and forty three.

50	Yards Carpeting @ 4/9	£	11	17	6
33 1/2	" ditto @ 3/6		5	17	3
1	Sofa		15	"	"
2	Card Tables @ \$30		15	"	"
8	Chairs (Mahogany) \$5		12	"	"
10	ditto, Cane Seat 5/1		4	10	"
10	ditto, Common 4/1		2	"	"
1	Bedstead \$26		6	10	"
1	Common ditto		1	5	"
1	Dining Table (2pts)		4	"	"
2	Side Tables \$5 1/2		2	15	"
1	Fire Tender with Irons		4	"	"
1	Foot Stool		1	"	"
	Paintings and Engravings		12	16	6
1	Window Curtain		5	"	"
1	Chest of Drawers		5	"	"
1	do do		7	"	"
1	Looking Glass		4	"	"
	do do		"	15	"
	Feather beds, pillows &c		10	"	"
	Hair Mattress		2	5	"
	Linin & Cotton Sheets and pillow Cases		10	5	"
	Breakfast, Dinner and Tea sets		15	"	"
	Glass Ware		7	10	"
	Oil Lamp 45/- & Candlesticks \$5		3	10	"
	plated Snuffers & Tray 24/-		1	"	"
	One dozen Silver Table Spoons		4	14	3
	One do - Tea do		1	17	6
	Kitchen Utensils, Crockery, Glass Ware &c		15	"	"
	Cooking Stove Complete		7	10	"
	Parlour Stove &c		4	"	"
			£ 202 18 "		

Amounting in all to the sum of two hundred
 and two pounds Eighteen Shillings.

In test: Veritatis

Signed) William Harrington

Laura Seymour

Signed) J. A. Lefevre N. P. - J. B. Gibb N. P.

(a true Copy)

J. B. Gibb N. P.

117

N^o 16003.

28th June 1870.

Last Will AND Testament

Hiram Seymour Esq

N^o 16865

22nd May 1871.

Codicil

N^o 244444

2nd April 1879

Second Codicil

19th April 1879

Reg. 3 May 1879

No. 102,548 G.H.R.

Copy. G.

J. S. Hunter N. P. Montreal P. Q.

X
A

On this Day

the Twenty eighth of June
in the year of our Lord
one thousand eight hundred and seventy ~~seven~~
Before us the undersigned Notaries Public duly com-
missioned and sworn in and for the heretofore Pro-
vince of Lower Canada now the Province of Quebec in
the Dominion of Canada residing in the City of Mon-
treal in the said Province —

Personally came and Appeared

Horace Seymour of the said City of Montreal Esquire who
being of sound mind, memory and understanding, yet
considering the certainty of death and the uncertainty of
the hour thereof has made, dictated and named fait
dické et nommé to us the said Notaries his present Last
Will and Testament in manner and form following that
is to say: —

First and Principally. I commend my
soul to Almighty God my Creator in the humble hope that
He will receive it to His favor through the sole merits and
intercession of Jesus Christ my Saviour. —

Secondly. My body I commit to the earth
to be interred in a manner suitable to my situation in
life. —

Thirdly. That all my just debts, funeral
and testamentary expenses be paid by my Executors
hereinafter named as soon as possible after my death.

Fourthly. I give devise and bequeath
to my dearly beloved wife Anne James Murray the
use, usufruct and enjoyment during her natural life
of all my property whether real or personal moveable

or immoveable, money, stocks, funds, securities for money and in fine everything that I may die possessed of without any exception or reserve, and without being obliged to render an account thereof to any person whomsoever hereby constituting my said wife my universal usufructuary legatee and devisee. —

Wishes. After the death of my said wife I desire the following division of my property to be made, viz: to my daughter Dame Maria Eliza Seymour widow of the late Jean Bruneau deceased in his lifetime I bequeath the use and enjoyment of House Number Twenty one (No 21) Beaver Hall in the said City of Montreal and the lot of ground on which the same is built with the dependences and privileges to the same belonging, and after the death of my said daughter Maria Eliza Seymour the same to go and belong to her three daughters or to the survivor or survivors of their issue of her marriage with the said Jean Bruneau who may survive her in equal proportions share and share alike and to be disposed of by them or by their Tutor or Guardian after the death of their said Mothers as may be deemed most to their advantage.

Do use son Charles E. Seymour of the said City of Montreal, Leather Merchant, the use, usufruct and enjoyment during the term of his natural life of House Number Twenty three (No 23) Beaver Hall aforesaid and the lot of ground on which the same is built with the dependences and privileges to the same belonging and at the death of the said Charles E. Seymour such usufruct to devolve upon his wife Dame Elizabeth M^{rs} Parlane Dodds should she survive him.

and at her death en pleine propriété to the surviving children, issue of the marriage of the said Charles E. Seymour and Elizabeth McFarlane Dodds.

Doors daughter Laura Seymour wife of William Harrington now residing in the Village of St. Andrews in the County of Argenteuil Esquire House number Muesew (no. 19) Beaver Hall aforesaid and the lot of ground on which the said house is erected with all the dependences and privileges to the same belonging, the same to be held enjoyed and disposed of by her as she may see fit.

I give, devise and bequeath to my daughter Dame Charlotte Seymour wife of Barnard J. Henneberg of Burlington in the State of Vermont one of the United States of America Esquire, Physician and Surgeon the sum of Four thousand Dollars currency payable to her after the death of her mother, this bequest I desire my daughter to regard as an expression of love and esteem, she being by God's blessing amply provided for. I have therefore not placed her on a par with my other daughters in this my Will, who are more in need of it.

My son Melancton H. Seymour of Montreal, Merchant, having anticipated all that he would be entitled to in my Estate. I discharge him from all indebtedness he may be under to me.

I give, devise and bequeath to my Grandson Cariston O. Seymour son of the said Melancton H. Seymour the sum of One thousand dollars currency payable after the death of my said wife.

I give, devise and bequeath to each of my said daughters Maria Eliza Seymour widow of the
late

late Jean Bruneau and Laura Seymour wife of William Harrington. Three thousand Dollars said currency each payable to them after the death of their said Mother.

I give devise and bequeath to Elizabeth McDonald for many years past and at present in my service the sum of Two hundred Dollars Currency payable to her after the death of my said wife.

I give, devise and bequeath to my said wife Dame James Murray all the moveables, effects, furniture, plate and generally all the moveables which may be contained in my Dwelling House Number Twenty three Beaver Hall to be used and disposed of by her as she may see fit.

And on the death of my said wife and after the foregoing bequests are all duly made there should still remain a balance I desire such balance or residue of my said Estate whatever the same shall amount to, to be equally divided amongst my three daughters the said Maria Eliza Seymour, widow of the said late Jean Bruneau, Laura Seymour wife of William Harrington and Charlotte Seymour wife of Barnard J. Kenieberg in equal proportions share and share alike, hereby constituting them my residuary legates and devisees.

It is my particular wish and desire and made an expresse condition of the bequests to my said daughters that they shall enjoy the same free from all marital control by and on the part of their said Husbands and the rents revenues and profits thereof

thereof shall be received, collected and gotten in by them as if they were single women and on their own receipt nor shall the said bequests nor that granted to my said Son Charles E. Seymour be liable to seizure or attachment by any Creditor or Creditors having Claims against my said Children or their Husbands, the same being meant and intended as aid for their alimentary support and that of their families.

I appoint my well tried and trusty friends Edwin Atwater and Norton B. Coise both of the said City of Montreal Esquires into whose hands I hereby divest myself of all my property real or personal and hereby expressly continuing their powers as such beyond the year and day limited by law and with full power to my said Executors or the survivor of them to sell and dispose of all real Estate to me belonging and not hereby bequeathed for such prices and on such terms and conditions as he or they may deem most advantageous and to sign all conveyances and Deeds of sale thereof and to administer generally my said Estate as if the same belonged to them personally.

I hereby revoke and make void all former Wills or Codicils I may have heretofore made hereby declaring this to be my only true Last Will and Testament.

It was thus made, dictated and named *fait dicté et nommé* by the said Testator to the said Notaries and by one of the said Notaries the other being present read and read over *lu et relu* to the said Testator who has persisted therein as being
his

Last will and Testament.

Done and Passed at the
said City

of Montreal in the office of James Stewart Hunter
one of us said Notaries on the day month and year
first herebefore written under the number sixteen
thousand and three and signed by the said Testator
in the presence of us said Notaries also hereunto
subscribing in his presence and in the presence
of each other by one of whom these presents were
twice duly read to said Testator as aforesaid

(signed) H. Seymour

(signed) C. Cushing A. P. — — — J. S. Hunter A. P.

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

On this Day

the Twenty second of
May in the year of our

Lord one thousand eight hundred and seventy one.

Before us the undersigned Notaries Public duly Com-
missioned and sworn in and for the heretofore Pro-
vince of Lower Canada now the Province of Quebec
in the Dominion of Canada residing in the City of
Montreal in the said Province.

Personally came and appeared

Herain Seymour of the said City of Montreal Esquire
who being of sound mind memory and understanding
and being desirous of making a Codicil to his Last
Will and Testament which bears date the Twenty
eighth of June last (1870) and executed before James
Stewart Hunter one of the undersigned and his Col-
league Notaries Public hath made, dictated and
named, *fait dicté et nommé* such codicil to us the
said Notaries in manner and form following, that
is to say.

It having pleased Almighty God to take
to himself my beloved wife Anne James Murray
she having departed this life on the Ninth day of May
instant the usufruct therefore bequeathed to her by
my said Will lapses and my legatees under my said
will shall enter immediately into possession of their
respective bequests on my death and the only par-
ticular wherein I desire to alter my said Will by
this Codicil thereto, is that instead of the residue
of my Estate being equally divided amongst my three
daughters Maria Eliza Seymour, widow of the late

James

Jean Bruneau, Laura Seymour wife of William Harrington and Charlotte Seymour wife of Bernard J. Heineberg. I desire that my two sons Melancton Hiram Seymour and Charles E. Seymour do share equally with their said sisters in such residue and I therefore by this Codicil to my said Will do hereby constitute my said three daughters and two sons my residuary legatees and devisees and in every other respect I do hereby ratify and confirm said Will.

It was thus made dictated and named fait dicté et nommé by the said Testator to the said Notaries and by one of the said Notaries the other being present read and read over lu et relu to the said Testator who has persisted therein as being a Codicil to his Last Will and Testament.

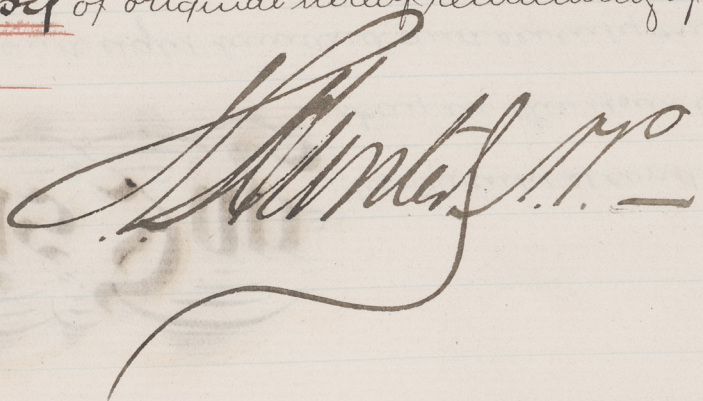
Done and Passed at the said City of Montreal at Number Twenty three Beaver Hall Terrace the residence of the said Testator on the day, month and year first hereinbefore written under the number sixteen thousand eight hundred and sixty five and signed by the said Testator in the presence of us said Notaries also hereunto subscribing in his presence and in the presence of each other by one of whom these presents were twice duly read to said Testator as aforesaid.

(signed) Theo. Doucet N. P.

(signed) H. Seymour.

— — — J. S. Hunter N. P.

A true copy of original hereof remaining of record in my office. —



On this Day

the second of April in
the year of our Lord
one thousand eight hundred and seventy nine.

Before the undersigned Notaries Public duly com-
missioned 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 came and Appeared

Herain Seymour of the said City of Montreal Esquire
who being of sound and disposing mind, memory
and understanding, and being desirous of making
a second Codicil to his Last Will and Testament
which bears date the Twenty eighth of June Eighteen hun-
dred and seventy and executed before James Stewart Hunter
one of the undersigned and his Colleague Notaries Public, hath
made, dictated and named ~~fait dicté et nommé~~ such Codicil
to us the said Notaries in manner and form following that
is to say:

Whereas in my said Will I have given
and bequeathed to my daughter Laura Seymour wife of
William Harrington residing in the Village of St. Andrews
in the County of Argenteuil Esquire the House number
Nineteen (No 19) Beaver Hall Terrace in the said City of
Montreal and the lot of ground on which the said
House is erected with all the dependencies and privileges
to the same belonging.

And whereas my said daughter Laura
Seymour departed this life on or about the Twenty fourth
of March last (1879) leaving her said husband the
said

said William Harrington and four children issue of their marriage her surviving.

Now therefore I give, devise and bequeath to the said William Harrington, during the term of his natural life the use, usufruct and enjoyment of the said house number Nineteen (No 19) Beaver Hall Terrace, Montreal aforesaid, with the lot of Ground on which the same is built as aforesaid the whole as described in said Will and after the death of the said William Harrington I give, devise and bequeath the same en plein propriété to the four children issue of his marriage with my said late daughter Laura and to the survivors of them in equal proportions share and share alike but should any of said children die leaving lawful issue then such issue to receive their parents share.

In every other respect I do hereby ratify and confirm my said Will except wherein the same is altered by the first Codicil thereto, bearing date and passed before J. S. Hunter and his Colleague Notaries Public the Twenty second day of May eighteen hundred and seventy one.

It was thus made, dictated and named fait dicté et nommé by the said Testator to us said Notaries and by one of the said Notaries the other being present read and read over lu et relu to the said Testator who has persisted therein as being a second Codicil to his last Will and Testament.

Done and Passed at the said City of Montreal at number Twenty three Beaver Hall Terrace the residence of the said Testator on the day month and
year

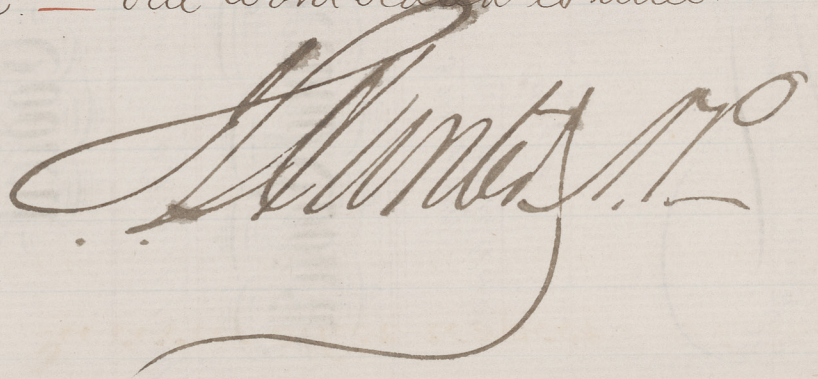
year first hereinbefore written under the number Twenty
four thousand four hundred and forty four and signed
by the said Testator in the presence of us said Notaries
also hereunto subscribing in his presence, and in the
presence of each other, by one of whom these presents
were twice duly read to said Testator as aforesaid.

(signed) Mr. Seymour

(signed) C. Cushing N.P.

— " — J. S. Hunter N.P.

A true copy of original hereof remaining of record
in my office. — one word erased is null.



Codicil

Abstract from the Will of the late
Herain Seymour under date of
second of April one thousand & seven
hundred & seventy-nine, before J. S. Hebert
N. P. Montreal -

I give devise & bequeath to the
said Wm Harrington during the
term of his natural life the use, us-
fruct & enjoyment of the said house
no. 19 Beaver Hall Terrace, Montreal
aforesaid with the lot of ground
on which the same is built as
aforesaid with the ~~ultra~~ as
described in said Will & after the
death of the said Wm Harrington
I give devise & bequeath the said
in plain propriety to the four
children, issue of his marriage
with my said ^{late} daughter Laura
& to the survivor of them in equal
proportions share & share alike
but should any of said children
die leaving lawful issue then
such issue to receive their
parents' share -

Original Will. no 16003 28th June 1870

Codicil " 16865 22nd May 1871

" as a hon. " 24444 2nd of 1879

Registered 3rd May 1879 no. 102548

in Montreal

Copy from 1st copy in handwriting
of Wm Harrington

Very interesting - as
it relates to the
forebears of B. J. H's
mother. "Seymour"

No 2716 ^{25th} May 1837

Bargain Sale
by
Antoine Lanson & Co
unto
Mr John Harrington
— " — " — "
— " — " — "
— " — " — "

Joseph Lanson
LONDON

a Red Green
fruit
12th Feb 1832

Received this 1st November
1844 at 9 o'clock a.m.
D. A. M.
8/6

1076

Register of the County of Devon
This is to certify the within
checked and was duly
At the County of Devon
Registered A Vol 5th page 351
May 16.

David Atterbury

The Purchaser having paid his cash at once on the deed of Sale in the written papers
written is hereby put in full possession & Seignior, subject however to the
clauses, conditions and Reserves contained in the original Deed of Con-
cession of the same, which may be had at St. Hubert's, by virtue of this
fourth day of May, Eighteen hundred and thirty nine.

Charles Ouellet
Notary

In this twenty fifth day of the month
of May in the year of our Lord
One thousand eight hundred
and twenty seven,

Before the
undersigned Public Notaries duly
commissioned and sworn in and
for the Province of Lower Canada,
residing in the Seignior of Argen-
teuil, in the said Province,

Personally appeared Antoine
Samson, Denis Samson, Francois
Samson and Jean ^{Bte} Desnells, as hav-
ing married Josephite Samson —
also herts present, and by him du-
-ly authorized for the effect of these
resents, all residing in the Seignior
of Argenteuil and heirs and repre-
sentatives of the late Ignace Samson
and Josephite Ladouceur his wife their
father and Mother now deceased for
the fourth part of the Lot herein —
after described —

Who acknowledged and confessed to
have bargained, sold, assigned, transferred
and made over, and by these pre-
sents doth bargain, sell, assign, trans-
fer and make over, from henceforth
and for ever with promise of warranty
against all gifts, dowers, mortgages, sub-
stitutions, alienations, and other hin-
drances whatsoever to Mr John
Harrington, residing in the village
of St Andrew in the said Seignory
Carpenter, party to these pre-
sents, and accepting for himself
his heirs and assigns to wit, a
tract or parcel of land lying and
being at the picé du long sault
being the westerly half of Lot Num-
ber fourteen (N^o 14) containing one
arpent, six rods and twelve feet in
width by fifteen arpents in depth
the same more or less, bounded in
front by the grand river, on the wes-
terly side by the present purcha-
ser, in the rear by Charles Benedict,
Esquire

thereof
G. S.
14

and on the easterly side by the lands
of the seignior of the aforesaid seign
-riory. The whole as it is presently
without any buildings thereon
erected, - With all and every the
members and appurtenances thereto
belonging with which the purcha
ser declares to have a perfect know
ledge as having seen and viewed the
same and with which he is satisfied
being in possession of the same ever
- since the seventeenth day of May
Eighteen hundred and twenty six,
as appears by the bond of promise
of sale passed between the parties,
received by witnesses sous seing privé
and remaining annexed to these presents,
without any reservations of any part or
portion of the aforesaid bargained and
sold premises on the part of the sellers
who are lawfully seized thereof by
virtue of their quality of Heirs as aforesaid
to the estate and succession of their
Deceased father and mother. -

The Aforesaid bargained and sold Lot of
Land and premises depending and
holding of the Siquiroy of Argen-
teuil and subject to the pay-
ment of such Cens et Rentes tow-
-ard the domain thereof as may be
legally due and owing thereto
but which the said parties can-
-not at present ascertain the afore-
said Lot of Land and premises however
being free and clear of all arrears of
Cens et Rentes up to the seventeenth
day of May eighteen hundred and
twenty six and of every other charge,
burden and incumbrance as the
sellers now hereby declare 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
their own proper freehold forever by
virtue of these presents.

The present bargain and sale
is made in manner as aforesaid
subject only to such Seigniorial
right as may in future arise
and become due thereon and
for and in consideration of the
sum of Fifteen pounds Halifax
currency which said sum the
said sellers acknowledge to have
had and received of and from
the said purchaser to their full
satisfaction and thereof and there
from discharge, acquit, release and
forever exonerate the said purcha-
ser and his heirs and assigns from
this day giving him and them general
acquittance & And in considera-
tion of the premises the said sellers
do hereby transfer and set over to the
said purchaser his heirs and assigns
all right of property claim, title,
interest, demand, seizin, possession
and other rights whatsoever which

the said Sellers can have de-
 mand or pretend in or upon
 the aforesaid bargained and sold
 Lot of Land and premises, of which
 they do hereby divest themselves in the
 favour of the said purchaser
 his heirs and assigns, consenting and
 agreeing that the said purchaser
 his heirs and assigns be and re-
 main seized and invested with the
 full and entire possession thereof,
 as of right, for which purpose they
 do hereby constitute the bearer of these
 presents their Attorney to whom they
 give all necessary power and author-
 ity to that effect. For thus &c

and for the
 Execution of these presents
 the said parties have
 elected their Council
 at their place of abode
 above mentioned where
 it stands and is
 Promising & Binding
 Renouncing &c

W. L.
Notary

Done and passed in the Office of M^r. G. L. P. L. on the day month & year first before written, in the City of London in the Afternoon and signed by the said purchaser with the said Notaries, the said Sellers having declared that they did not know how to write their names being thereto requested, made their usual marks these presents having been first duly read & signed by ^{his} Jean ^{his} Samson ^{his} Francis ^{his} Antoinette ^{his} Ignace ^{his} Joseph ^{his} M. G. Barthelemy ^{his} M. G. Barthelemy ^{his} M. G. Barthelemy
 A true copy ^{two marginal references} ^{are approved} *W. L. P. L.*
Notary

The 1st Sept^r 1810

Concession of the
Lot 2122. in the village
of St. Andrews

by the Honorable
Sir John Johnson
Knight & Baronet

to
Mr. John Harington

1st copy — 8/11/6

paid
L.H.

On the first day of the Month
of September in the year of our
Lord one thousand eight hundred &
eighteen in the fore noon; —

Before the undersigned Public Nota-
ries of the Province of Lower Canada
residing in the District of Montreal
County of York. —

1 Philip Byrne
Esquire Agent
to
C. H. H.
Personally appeared the Honorable
Sir John Johnson Knight & Baronet
Signor & proprietor of the fief & sei-
gnory of Argenteuil, in the District of
Montreal, then residing in his Manor
House;

Who voluntarily acknowledged to have
conceded and granted and by these presents
from henceforth & forever, doth grant
and concede under the tenure of a lot
with the customary signorial Profits
unto John Harrington Millwright
residing in the village of St. Andrew,
Mr. Peter McArthur saies at this
present and accepting for the said
John Harrington & his heirs & assigns
a piece or parcel of Land lying &
situate in signory of Argenteuil
being Lot number two in the vil-
lage of St. Andrew, containing one
acre in depth by half an acre in front,
bounded in front by Chatham Street
in

in the rear to the Said Signor, on the
one side to Number one, and on the
other side to Lot Number three, without
any buildings thereon erected, which said
lot the said grantee declared to know
by having seen & visited the same and is
thereunto content & satisfied, to have, hold,
Enjoy & Dispose of the said parcel of land
by the said grantee his heirs & assigns for
ever, Subject however to the follow-
ing clauses, charges & conditions, that is to
say to pay yearly to the said Signor
at his Manor house or any other place
which shall be fixed in the signory,
the Eleventh day of November the sum
of twenty shillings, current money of this
Province, the first year's payment
whereof to become due on the Eleventh
day of November one thousand eight
hundred and eighty, and to continue
forever, The said yearly signorial
rent producing the rights of loos &
ventes, fines, defaults, seizure, banality
of mill, with all other signorial rights
as the law may occur, and also that
the said grantee shall be held and
bound when required to cause and
procure the said lot or parcel of
land to be surveyed and to furnish
a copy of the surveyor's report unto
the said Signor, also a copy of
the present deed of conveyance at
his



his the said grantee costs and charges;
Also that the said grantee or his re-
-presentatives in the present grant
shall be held to carry their grain to
be ground to the Mill or Mills of the
said signor, under the penalty of
confiscation of the grain which shall
be ground elsewhere and all damages;
That he shall suffer all road as the
said signor or the Public officers
shall think proper, for the Public
use, That the said grantee or his
representatives shall not be at li-
-berty, to sell convey or transfer
the said parcel of land or any part
thereof to any community, corpora-
-tion or most main without the
approbation and consent of the
said signor, And that he shall
build or cause to be built and build
a Dwelling house on the said parcel
of land to live or cause some per-
-son to live on it, within one
within a year and a day, from the date
thereof, under the penalty of the law,
and to clear and cultivate the said land.

The said signor reserving unto him-
-self the right of taking on the said
parcel of land all the wood and tim-
-ber, stone, lime and sand necessary
for the erection and repairs of a church
personage house

+ a few
S. H.

personage house, Mills, Man or house
and other Public Building works; —
Reserving also for the use of his Majesty
all oak timber, for the construction of
ships, also to himself the right in case
of a sale of the whole or any part
of the said parcel of Land, that of
acquiring the same in preference
of all purchaser, on repaying to
the said purchaser the price paid
for the same, and all legal costs &
Expenses. —

The said Signor Reserving likewise
upon the said Lot in case he should
wish to build Mills within grant,
~~see word~~ ~~or~~ ~~see~~ or other Mills upon
the same, the right to take, occupy
or cut the Land to cause the water
to pass at such place and spot
as the said Signor may deem
meet, paying nevertheless for the
clearing in proportion to the damage
caused to the said grantee upon the
award of proper and fit persons.
And the said grantee shall not
be at liberty to build any Mills
whatsoever, upon the said Land
excepting with the consent and express
permission of the aforesaid Signor.
Reserving also all Mines & Minerals if

any

any one to be found on the said
Land. -

To all which Clauses, conditions &
resolves herein before mentioned the
said grantee doth voluntarily bind &
oblige himself his heirs & assigns, &
for the security of the same has of-
fered and mortgaged generally all his
property and specially the parcel
of Land actually conceded upon which
At the execution of these presents
the said grantee has established
his irrevocable domicile at which
Place &c.

Done & Passed at argen-
tine in the village of St. Andrew
in the office of C. L. Molin Notary
the year Month & Day first above
mentioned, and signed by the parties
after due reading of these presents
having been made of.

Phil Byrne Agent for Sir John
Johnson Barnt. Peter McArthur
J. J. Gerould & C. L. Molin Notary.

Thus signed to the original of these
presents, remained in the office of
the undersigned of four words drawn an
null & void.

C. L. Molin
Notary

On the Twenty seventh day of the Month
of August of the year of our Lord
one thousand eight hundred and Ninety
in the after noon, Personally appeared
before the undersigned Public Notaries
Mr. John Harington party named in
the above written deed of conveyance, ~~he~~
~~who has~~ offered and made offer to the Honorable Sir
John Johnson Knight & Baronet to accept
the Lot of Land described in said deed, the
same to be and make part of his Domain
and to be disposed off by the said Sir
John Johnson as his former Estate. To
which demand and offer the said Sir John
Johnson has acquiesced and in consequence
discharged the said John Harington and
all other concerned of the charges clauses
conditions Reserves & servitudes mentioned
in the above said deed, Writing, both par-
ties the same to remain null and void
as having never been done and consented
There all received and granted at St. An-
drews in the manor House of the said
Signior, the year month and day first
above written, & signed by the parties
after having been duly read /

Signed John Johnson John
Harington, J. J. Forrester n.p.s.
E. J. Wilson n.p.s. one now erased is null
& void /

a true copy
E. J. Wilson
n.p.s.

10th July 1841

Notipetium & Pictes
at the Request of
Mr John Cannington, Senior,
Charles Benedict

2nd copy

Vidimus

Page 2 of

Handwritten signature
up 3

On this tenth day of the month of July in the year of our Lord
one thousand eight hundred and forty one
At the request of Mr John Warrington Senior residing in
the Dominion of Argenteuil in the Parish of Saint Andrew
in the said District

Mr The undersigned
Public Notaries duly admitted and sworn in and for the Province
of Lower Canada, residing in the District of Montreal aforesaid,
purposely went to the dwelling house of Charles Benedict
Yeoman, of Argenteuil aforesaid - There being and speaking
to his servant Miss M^r did notify him that whereas he
the said John Warrington (by Deed passed before the said
Notaries, denominated "Baignain and Lab" bearing dated
the twenty fifth day of May in the Year of our Lord one thousand
eight hundred and twenty seven) became the owner and
proprietor of a certain piece or parcel of land situate, lying
and being in the said Parish of Saint Andrew, known
and distinguished as forming the westerly half of Lot Number
fourteen, containing one arpent six rods and twelve feet
in width, by fifteen arpents in depth, bounded in front
by the River or Ottawa River, on the westerly side by the said
Warrington, in the rear by Charles Benedict and on the eastern
side by the Lands of the Seigneur.

That since the sixth of May in the Year of our Lord one
thousand eight hundred and thirty eight the said
John Warrington caused the aforesaid half of Lot Number
fourteen, to be surveyed and measured - But the
slighting policy of the said Charles Benedict hindered
(at that time and since) the establishment of permanent
boundaries, - while in the mean time, he the said
Charles Benedict illegally and knowingly kept, retained
and occupies and yet retains, keeps and occupies
part of the premises owned by the said John Warrington,
as aforesaid to the extent of one arpent six rods and
twelve feet in width by one arpent in depth.

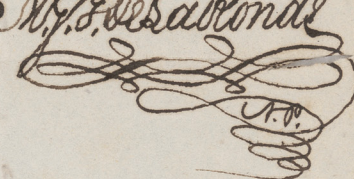
To the great damage, prejudice and detriment of the said
John Warrington.

Wherefore the said Notaries at the request aforesaid
and speaking as aforesaid did warn and require the
said Charles Benedict to quit, yield up - Surrender and
deliver, forthwith, the piece or parcel of land by him
illegally retained as aforesaid, with all and every the
members

Members and appurtenances thereto belonging, the whole
adit is presently, without any reservations or exceptions—
unto him the said John Warington, in order that the grass or
hay, with which the said piece of land stands abundantly—
provided, be mowed, gathered and secured for the sole profit
benefit and advantage of him the said John Warington.—
Declaring unto him the said Charles Benedict that in default
by him to comply with the present warning, he the said John
Warington will immediately take and use all such necessary
steps and means as will be deemed expedient to compel him
to do, as also to the payment of all Costs, losses, damages
and interests already sustained and to be hereafter sustained
in consequence of his refusal or neglect to return and yield
the piece or parcel of land to him illegally kept and retained
as aforesaid.

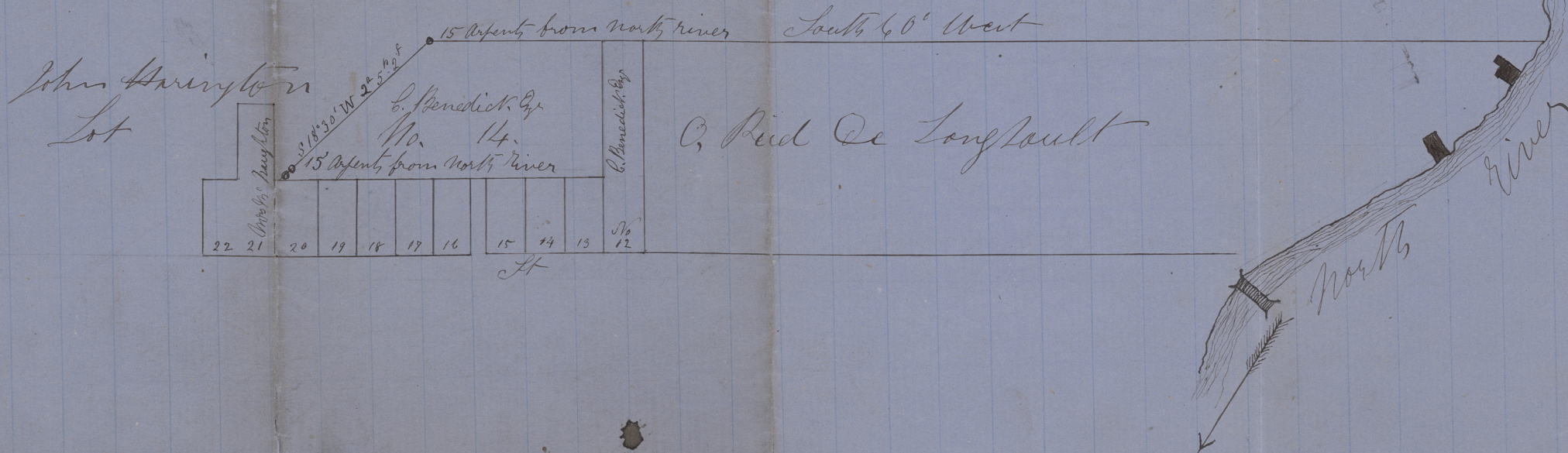
Whereupon the said seruant Maio answered "My Benedict
and family are not within"—
which answer, not being satisfactory, the said Notaries
at the request aforesaid and speaking as aforesaid did
protest as well against the said Charles Benedict as
against all other whom it may concern for all Costs, losses,
damages, and interests already sustained and to be hereafter
sustained as aforesaid and generally for all who to ever might
or ought to be induced or protested.

Done at Protestes at the place aforesaid on the day
month and year above written and have signed these
present being read after which a true copy was left with
the said Benedict that no cause of ignorance he pretend
in the premises. Signed & delivred by us, and of the undersigned
the true copy from the original remaining speens in my office.

M. S. de la Roche


Proverbal
of a line between
John Harrington
&
Charles Benedict
Lot No 14
O Pied De Longsault

John Harrington



On this thirteenth day of the month of June
in the Year of our Lord one thousand eight hundred
and sixty eight. At the request of Charles Benedict Esq.
of the Village of St Andrew, County and Seignior of
Argenteuil, District of Terrebonne, to establish
certain boundaries, limits, or lines, between a certain piece
or parcel of land to be the said Charles Benedict Esq. belonging
and that of John Harrington of the same place farmer who
being duly notified to attend the present survey as being a party
interested to the same.

J. G. M. Allbright one of her majesties
law surveyors duly commissioned and sworn in and
for that part of the province of Canada formerly called
lower Canada residing in the said Village of St Andrew,
having been at the dwelling house of the said Charles
Benedict and then and there after having examined
several titles, deeds, and papers of the said Charles Benedict
respecting a certain piece or parcel of land hereinafter
described: to wit: A certain titled deed bearing
date the second day of February one thousand eight hundred
and twenty two called a deed of concession from
Joseph Fortune Esq. agent for the seignior of Argenteuil
unto Charles Lewis Hobbs of a certain piece or parcel of
land being or making part of lot number fourteen of quai du
Longsault bounded on the east by the continuation
of lot number twelve of St Andrew Street promised
in sale to the said Charles Benedict on the south by the
rear line of the village lot of said St Andrew Street on the
north by lot number ^{thirteen} fifteen the property of the said John
Harrington and on the west by a distance of fifteen arpents
from the north river supposed to be or making part of the
westerly half of said lot number fourteen now belonging to
the said John Harrington, said titled deed found and executed
before Louis Debedo N.P. Also another titled deed from
Mevers Staebhouse hair maker of St Andrew unto the said

said Charles Benedict passed and executed before
Coursolle M^r of the same piece or parcel of ground
bounded as aforesaid fifteen arpents from the North
River without reference to any further depth of
lot number fourteen, *o pied de longueault* and by
which said several titles deeds, I have considered that
there doth belong unto the said Charles Benedict a
certain piece or parcel of ground lying between the
continuation of lot number twelve of St Andrew street
extending as far westward upon said lot number fourteen
as a line the distance of fifteen arpents from the North River
will permit. and in order to establish or determine said
line of separation between the land belonging to him the said
Charles Benedict and that belonging to the said John Harrington
I have made the following survey both parties being present
Commencing as follows at the North side of the North River
bridge where a line in the centre of St Andrew street intersects
the bank of the said North River, I took my departure measure
ing along the bank of the said North River northward a distance
sufficient to make one arpent at right angles from St Andrew
street. from thence returned to the place of beginning and chained
along St Andrew ^{street} westward a distance of fifteen arpents there
turned and run north eastward on the same course as the
North River a sufficient distance to make one arpent at right
angles to St Andrew street there planted a large stone boundary
with delf underneath, said boundary is planted on the rear
line of the village lots of St Andrew street, from thence I
proceeded the North River at where the side line between lots
number fourteen & thirteen, *o pied de longueault* intersected
the said North River, and from said point of intersection I have
chained westward along said line between lot fourteen
and thirteen a distance of fifteen arpents there planted a
large stone boundary with delf underneath and a square cedar
post thereby, and from said boundary or post, I have drawn a line
bearing magnetically south eighteen degrees thirty minutes west

went at two arpents five perch and two feet on said line I
planted a stone boundary with delf underneath and a
square Cedar post thereby said boundary and line designate
the true boundary or limits between the property of the said
Charles Benedict and that belonging to the said John Harrington
also at one perch eleven feet further on the last men-
tioned course. I intersected the first mentioned boundary
planted in rear of the village lot of St. Andrew street.

All which I have so done in order to allot and lay out
to the said Charles Benedict his full quantity of land mentioned
and contained in the title deeds produced before me as being
between the continuation of said village lot number
twelve of St. Andrew street and the distance of fifteen
arpents from the North river.

Charge done and executed in the presence of the said
John Harrington who being duly notified attended and was
satisfied with the said survey of lines and boundaries
by me this day established and that they should remain to be
their true and lawfull limits between their respective
properties as before mentioned. Also in the presence
of Peter Webster. And Daniel Parker inhabitant of the
said village of St. Andrew whom were sworn in acted as
chainbearers and was by the said Charles Benedict and
John Harrington the parties interested named and
chosen for that purpose.

In testimony whereof I have hereunto subscribed my name
and have caused the said witnesses or chainbearers to subscribe their
names to these presents after having the same duly read unto them
together with the said John Harrington. In the said Charles Benedict
absenting from the same and refusing to sign these presents
and I have delivered a true copy of these presents unto the said
John Harrington for the purpose herein mentioned
on the day and year above stated.

Daniel Parker

Peter Webster

John Harrington

G. Mallory
G. J. J. J.