



No. 24472.

3<sup>rd</sup> November 1887.

**SALE**

BY

Dame Elizabeth Leishman  
Widow of the late J. P. Dawes Esq.

TO

**"THE GRAND TRUNK RAILWAY  
COMPANY OF CANADA."**

On this 3<sup>rd</sup> day  
of November, in the year of our Lord, one  
thousand eight hundred and eighty-seven.

Before me, Maître Theodore Doucet

the undersigned Public Notary duly commissioned, practising  
and residing in the city of Montreal.

in the Province of Quebec, in the Dominion of Canada;

CAME AND APPEARED: Dame Elizabeth  
Leishman, of the Town of Lachine, Widow  
of the late James Bowley Dawes, in his  
lifetime of the same place, Esquire,  
herein acting as the universal residu-  
ary usufructuary Legatee, appointed  
under the Last Will of the said late  
husband, bearing date and executed  
before Mr. W. A. Phillips and colleague  
Notaries, on the twenty seventh of  
September, eighteen hundred and seventy  
eight, and registered in the Registration  
Division of Hochelaga and Jacques  
Cartier, on the 4<sup>th</sup> February, 1879,  
under the No. 3276.

hereinafter called the vendor of one part;

And **"The Grand Trunk Railway Company of Canada,"** a body  
politic, duly incorporated, according to law, and having their head office and principal  
place of business at Montreal; the said Company hereto represented and acting by  
~~JOSEPH HICKSON, WILLIAM WAINWRIGHT~~, of the City of Montreal, Esquire, their Assistant General Manager,  
and by ~~ROBERT WRIGHT~~, of the same place, Esquire, their Secretary and Treasurer, duly  
authorized to the effect of these presents;

x

*D.*

of the other part;

Which said parties have declared unto me, the said Notary, as follows, to wit:

Whereas the piece of land, hereinafter described, is required and necessary for  
the construction of the Railway, and other works which the said Company are by law  
empowered to make and complete;

And whereas, the said vendor has promised to sell, convey and transfer to  
the said Company the said piece of land, for the price and subject to the conditions and  
stipulations hereinafter mentioned:

Now, therefore, these presents and the said Notary witness, as follows :

The said Vendor \_\_\_\_\_

\_\_\_\_\_ do *th* hereby declare to have sold and conveyed, and by these presents do sell and convey with warranty against all gifts, dowers, mortgages, substitutions, alienations and other hindrances and incumbrances whatever to the said Railway Company accepting by their Executive officers above named, the following landed property, to wit :

1<sup>o</sup> A certain piece or tract of land situate in the ~~parish of~~ *Town of Lachine*  
\_\_\_\_\_ county of *Jacques Cartier*  
\_\_\_\_\_ measuring about *One hundred and forty*  
*and fifty eight* \_\_\_\_\_ feet in width, by about *nine hundred*  
\_\_\_\_\_ feet in length, English measure, and forming a total area of *Three*  
\_\_\_\_\_ arpents and *sixty five* \_\_\_\_\_ perches, (French  
measure,) known and designated under the number *(5) Five* \_\_\_\_\_

on the location plan of the said Railway.

The hereby sold piece of land is a portion of that property known under number *(184) One hundred and eighty four* \_\_\_\_\_  
\_\_\_\_\_ on the official Plan and Book of reference of the  
*Town of Lachine*, \_\_\_\_\_

in the County of *Jacques Cartier*, \_\_\_\_\_, and is more particularly described as follows: *bounded at one end towards the East by part of Lot official number One hundred and ninety seven owned by Thomas Anos Dawes, Junior, at the other end towards the West by part of lots numbers Sixteen and Seventeen of the official subdivisions of lot number One hundred and eighty one, of said official plan and Book of Reference and on both sides by remaining portions of said official lot number One hundred and eighty four owned by the said vendor is qualites -*

2<sup>o</sup> *A strip of land situate in the said Town of Lachine measuring about fifteen hundred and fifty five feet in length by sixty feet in width and extending from the lot of ground first above described to the public Road on the Shore of Lake St. Louis, said strip of land lying at a distance of One hundred and thirty five feet from the western boundary line of said official lot number One hundred and eighty four. The said strip of land to be forever used as a public Street, the whole as shewn colored pink on the sketch or diagram hereto annexed signed by the parties hereto and by me the said Notary, *De Carictur* - \_\_\_\_\_*

of which the said Company declare to have perfect knowledge, as having seen and viewed the same, and with which they are satisfied.

The vendor *is qualites is* lawfully seized thereof by virtue of sufficient title, as having acquired the same, *under the transmission effected by the last Will of the said late James Bowley Dawes heretofore mentioned*. \_\_\_\_\_

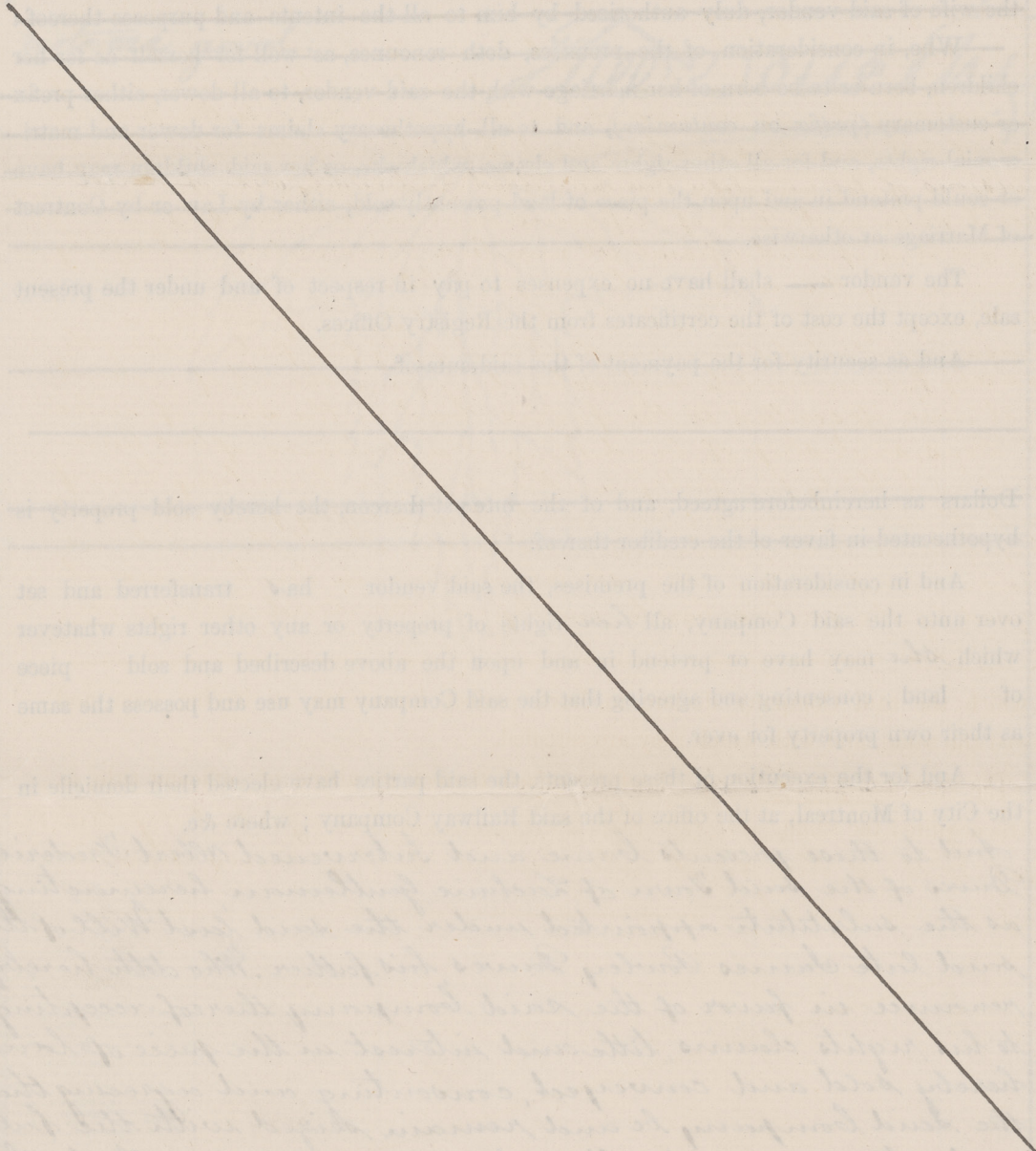
The aforesaid hereby bargained and sold premises are held *en franc aleu roturier*,  
as having been duly commuted ~~by Deed of commutation and final discharge before~~  
~~\_\_\_\_\_~~ on the \_\_\_\_\_ day of  
~~\_\_\_\_\_~~ one thousand eight hundred and \_\_\_\_\_

To have and to hold the aforesaid bargained and sold piece of land unto the said  
Company, their representatives and assigns forever, and in consideration of the present  
sale and of the release of the said Company from any claim for compensation for damages  
caused by the exercise of the powers of the Company upon the piece of land hereby sold  
and conveyed, and also for all damages caused to the remainder of said lot No. 18 1/4. in  
any manner whatsoever the said Company bind and oblige themselves to pay the sum of  
*Four Thousand Five Hundred* \_\_\_\_\_  
Dollars and \_\_\_\_\_ cents (\$4,500.<sup>00</sup>/<sub>100</sub>)

currency, which sum *the said vendor is qualifié, doth*  
*hereby acknowledge to have received from the said*  
*Company in cash at the passing hereof —*

whereof quit.

The vendor further declares that the hereby sold land is free and clear of all mortgages  
and incumbrances and of all municipal and school taxes whatsoever, ~~save and except~~



This sale is further made subject to the following clauses and conditions, viz :—

10. That in consideration of the price so paid the vendor hereby releases the said Company from all claims for damages caused by the construction of said Railway over the said land or by the exercise of their powers thereon.

20. That the Company shall erect and maintain on each side of the Railway proper fences, as provided by the Consolidated Railway Act of 1879 and its amendments; and further shall construct for the use and convenience of the vendor *es qualites*. — heirs and assigns, and at a place to be decided upon by the Company a crossing \_\_\_\_\_ with gates and fastenings to enable the vendor *her* \_\_\_\_\_ heirs and assigns to cross the Railways at any time; and said crossing to be maintained by the Company, who shall not be bound to construct any other crossing across the said property; the said Vendor hereby renouncing thereto, as well for himself \_\_\_\_\_ as for *her* heirs or assigns.

The present sale is thus made with the obligation on the part of said Company to pay all taxes of any kind or nature whatsoever which may hereafter become due or payable on the said immoveable property hereby sold, ~~and moreover to pay from this day only the constituted rent representing the cens et rentes Seigneuriaux towards the said~~ Seignior of \_\_\_\_\_

~~to the prorata of the area of the land presently sold.~~ \_\_\_\_\_

~~And to these presents have intervened Dame~~ \_\_\_\_\_

~~the wife of said vendor, duly authorized by him to all the intents and purposes thereof.~~

~~Who, in consideration of the premises, doth renounce, as well for herself as for her children, born or to be born of her marriage with the said vendor, to all dower, either prefix or customary (*préfix ou coutumier*), and to all hypothecary claims for dower and matrimonial rights, and for all other rights and claims which she, or her said children may have or could pretend in and upon the piece of land presently sold, either by Law or by Contract of Marriage or otherwise.~~

The vendor \_\_\_\_\_ shall have no expenses to pay in respect of and under the present sale, except the cost of the certificates from the Registry Offices.

~~And as security for the payment of the said sum of~~ \_\_\_\_\_

~~Dollars as hereinbefore agreed, and of the interest thereon, the hereby sold property is hypothecated in favor of the creditor thereof.~~

And in consideration of the premises, the said vendor *has* transferred and set over unto the said Company, all *her* rights of property or any other rights whatever which *she* may have or pretend in and upon the above described and sold piece of land; consenting and agreeing that the said Company may use and possess the same as their own property for ever.

And for the execution of these presents, the said parties have elected their domicile in the City of Montreal, at the office of the said Railway Company; where &c.

*And to these presents came and Intervened Albert Frederick Dawes of the said Town of Lachine gentleman hereinafter acting as the substitute appointed under the said last Will of the said late James Bowley Dawes his father. Who doth hereby renounce in favor of the said Company thereof accepting to his rights, claims, title and interest in the piece of land hereby sold and conveyed, consenting and agreeing that the said Company be and remain seized with the full and entire possession thereof, as of right, and that the present deed of Sale be carried out according to its form and tenor.* \_\_\_\_\_

*to the prorata of the area of the land presently sold.*

*D.*

Thus done and passed at *the said City of Montreal.* —  
aforesaid, on the day, month and year herein above firstly written, under the number *twentyfour.*  
— thousand *four* hundred and *seventy two* — of the original deeds kept  
of record by me, \_\_\_\_\_  
the undersigned notary.

And after due reading of these presents, the said parties have signed with me, the said  
undersigned Notary.

THE GRAND TRUNK RAILWAY COMPANY OF CANADA.

Per *Signed J. Hicksou.* \_\_\_\_\_  
GENERAL MANAGER.

" *C. Dawes.*

" *A. F. Dawes.*

" *Theo. Doucet. N.P.*

*A true copy of the original hereof remaining of  
record in my office. Two hundred and twenty one  
words struck out are null and void. Two marginal  
notes are good.*

*Theo Doucet*

This does not pass at the date of the sale but is a copy of the original deed of sale as it appears on the day, month and year herein above written, under the number of the original deed of sale.

1887.

# SALE

BY

TO

THE GRAND TRUNK RAILWAY COMPANY OF CANADA.

COPY.

No. ....

N.P.

No. 24472.

3<sup>rd</sup> November 1887.

# Sale

by

Marie Elizabeth Leishman  
Widow of the late J. P. Levesque

to

The Grand Trunk Railway  
Company of Canada

Second Copy.

