

Province of Quebec
DISTRICT OF MONTREAL
SUPERIOR COURT
For Lower Canada

VICTORIA, by the grace of GOD, of the United-Kingdom
of Great-Britain and Ireland Queen, Defender of the Faith,
Empress of India.

TO ANY OF THE BAILIFFS of the said Superior Court, acting in the district of *Montreal*

No 2420

GREETING :-

WE COMMAND YOU to summon *Dame Elizabeth*
Lishman, of the Town of *Lachine*
in the District of *Montreal*, widow
of the late *James P. Dawes senior*
in his lifetime of the same place
gentleman, in her quality of
usufructuary legatee of the said
late *James P. Dawes senior* &
Albert Frederick Dawes, of the
said Town of *Lachine*, gentleman
in his quality of universal legatee
in full property of the Estate
of the said late *James P. Dawes*
senior

to be and appear before our said SUPERIOR COURT, in the Court-House, in the
City and District of *Montreal*, the *eleventh*
day of *October* ~~next~~ or the next
following juridical day, to answer the demand of

Joseph
Trinning, of the Town of
Lachine in the District
of *Montreal*, farmer



contained in the hereto annexed Declaration ; and have, there and then or before,
this writ and your proceedings thereon.

In Witness Whereof we have caused the Seal of our said Court to be
hereunto affixed, at *Montreal* this *twenty ninth*
day of *September* in the year of our Lord one
thousand eight hundred and eighty-eight

(TRUE COPY)

W. Mornick

(Signed)

dep.

Geo. A. Kernick
HONEY, LONGPRE & CHERRIER

Prothonotary of the said Court

dep. Prothonotary of the said Court

of Quebec
of Montreal

SUPERIOR COURT

Joseph Tinning

Plaintiff

vs

Dame Elizabeth Leishman et al es qual

Defendants

Joseph Tinning of the Town of Lachine in the District of Montreal Farmer, Plaintiff, complains of Dame Elizabeth Leishman of the said Town of Lachine Widow of the late James P Dawes Senior in his lifetime of the same place Gentleman, in her quality of Usufructuary Legatee of the said late James P Dawes Senior, and Albert Frederick Dawes of the said Town of Lachine Gentleman in his quality of universal Legatee in full property of the Estate of the said late James P Dawes Senior Defendants, and declares:-

That at the said Town of Lachine on the twenty third day of July eighteen hundred and eighty four the said Defendants acting in their said qualities by deed made and passed before Leon Forrest Esquire Notary let and leased unto the said Plaintiff present and accepting for the term of five consecutive years to be computed and reckoned from and after the first day of April eighteen hundred and eighty five with promise of free possession during the said time, to wit,:

"All that certain farm or piece of land lying, being and situate in the said Town of Lachine in the County of Jacques Cartier, in the said District of Montreal, now known and designated on the Official Plan and Book of Reference of the Cadastre of the said Town of Lachine under the number one hundred and eighty four (no 184) with the buildings and other dependencies thereon erected, subject however to the

reservation

reservations hereinafter mentioned:-

2 - All that certain piece or parcel of land lying, being and situate in the parish of Lachine, in the said County of Jacques Cartier now known and designated as lot nine hundred and five (No 905) on the plan and in the Book of Reference of the Cadastre of the said Parish of Lachine, without any building thereon erected: with the whole of which the said Lessee is contented and satisfied, having seen and viewed the same hereto, as being the Lessee of the same since the first day of April eighteen hundred and seventy eight".

The whole ~~the~~ subject to certain reservations mentioned in the said deed of lease, an authentic copy whereof is herewith ~~XXXX~~ produced and fyled to form part hereof.

That in virtue of the said lease the said Plaintiff entered upon and took possession of the said leased premises on or about the first day of April eighteen hundred and eighty five, and since the said time has been at great expense in enriching, fencing, and otherwise improving the said leased property .

1888
That on or about the first day of September instant the said Plaintiff was and still is deprived of a large portion of the best part of the said farm and premises leased to him by the said Defendants.

That some time previous to the said last mentioned date the said Defendants sold, assigned, transferred, and made over to the Grand Trunk Railway Company of Canada a large portion of the said farm and premises leased by Defendants to Plaintiff, to wit, a strip of land about sixty six feet in width, and twelve hundred and sixty feet long, and which strip of land the said Railway Company with the consent and co-operation of the said Defendants have now taken possession of, and deprived the said Plaintiff of the use of the same.

That the said strip of land extends from the new Railway Line through the said leased farm to the River St Lawrence.

That the portion taken by the said Railway Company is, not only the best portion of the said leased farm, but deprives the Plaintiff of the use and enjoyment of the land on each side of the said strip of land taken from Plaintiff.

That the said strip of land has been purchased by the said Railway Company from the said Defendants, and used by the Railway Company for the purpose of a public street, and runs adjacent to Plaintiff's dwelling House and deprives the said Plaintiff of the proper use and enjoyment of the said house and premises.

That the said Plaintiff has already suffered great loss and inconvenience by being deprived of the said portion of land and also from being deprived of the use and enjoyment of the adjacent land on each side of the said portion taken, and also from being deprived of the proper use and enjoyment of his dwelling house and premises adjoining, and the said Plaintiff will continue to suffer great inconvenience, loss and damage until the termination of his said lease on the thirty first of March eighteen hundred and ninety.

That the said Plaintiff previous to being deprived of the said portion of the said farm and premises repeatedly notified and protested the said Railway Company and the said Defendants against being deprived of the said portion of land and against being exposed to the loss and damage incidental thereto, but neither the said Railway Company nor the said Defendants have paid any attention to Plaintiff's notification and protest, but have proceeded in taking possession of the said portion of land and in putting Plaintiff to great inconvenience loss, and damage thereby.

~~That at~~

that

31 March

1890

*True Copy
Macmillan
New York*

That although the said Plaintiff was not bound by the terms of his said lease to leave the determining and assessing of the damages suffered by him to arbitration, yet in order to avoid litigation and unnecessary costs and trouble the said Plaintiff did notify the said Defendants that he was willing to leave the said matters to arbitration, and gave the said Defendants the name of his arbitrator who would act for him, and called upon the Defendants to declare if they wished to leave the said matters to arbitration, if so, to do so within a certain delay, and to name their arbitrator, but the said Defendants have wholly failed and neglected to leave the said matters to arbitration, and moreover neglect and refuse to pay Plaintiff for the damages suffered by him, and to be sustained by him until the termination of the said lease

That the said loss and damage which the said Plaintiff has sustained and will of necessity sustain before the termination of the said lease, amounts to at least the sum of one thousand dollars, which the said Plaintiff is entitled to have and recover from the said Defendants.

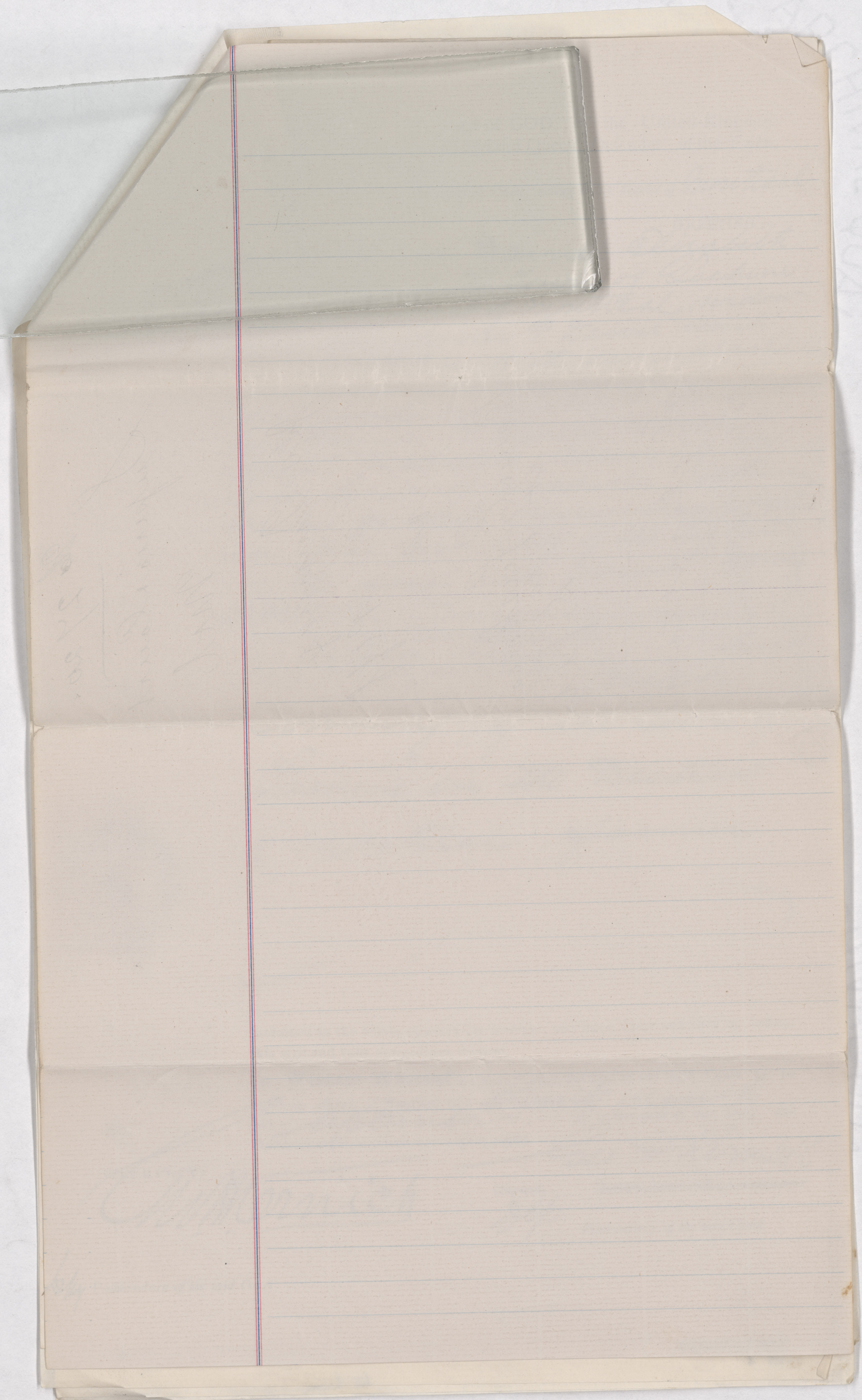
Wherefore the said Plaintiff brings suit, and prays that the said Defendants in their said qualities may be jointly and severally adjudged and condemned to pay and satisfy to the said Plaintiff, the said sum of one thousand dollars with interest thereon, and costs, including costs of exhibits distracts to the undersigned Attorneys.

(one marginal note for one and word null)
 Montreal September 29th 1888

(sgd) Macmaster Hutchison
 Weir & Macleuan
 Attorneys for Plaintiff

* Jesuit
 for exhibits
 in return

True Copy
 Macmaster Hutchison
 Weir & Macleuan
 attys for Plff.



No 29 20

Superior Court
M.T.L.

Geo. Sumner

PLP

no

James L. Fishman
et al vs Geo. Sumner
10 Feb 20

Declaration

copy for School

Shelburne
Vermont State