

On this nineteenth day of the month of June, in the year of our Lord one Thousand eight hundred and Sixty six.

Before us the undersigned Public Notary duly commissioned and sworn, in and for that part of the Province of Canada which heretofore constituted the province of Lower Canada residing and practising in the City of Montreal in the said Province:

Personally came and Appeared Mr. Joseph Leclair of the Parish of Lachine of the District of Montreal. Farmer of the one part.

And James P. Dawes Esquire of the said Parish of Lachine, in the District of Montreal. Brewer of the second part.

Which said parties declared unto us Notaries.

That whereas the said James P. Dawes is obliged to keep up and maintain a portion of the fence enclosing the Byroad montée de Liéze conducting from the River St. Lawrence to Côté de Notre Dame de Liéze, and also to keep a certain portion of the road in repair.

And whereas the said Joseph Leclair has agreed to perform the servitude of maintaining the fence and keeping that portion of the road in repair which the said James P. Dawes is bound and obliged to maintain and repair.

Now therefore we the said Notaries witness that for and in consideration of
The

the sum Fifty Dollars currency by the said James P Daves in hand well and truly paid at the time of the execution hereof in good current money in the presence of us Notaries the receipt whereof is hereby acknowledged whereof quit. The said Joseph Seclair doth hereby bind and oblige himself his heirs executors administrators and assigns to keep up maintain and uphold in good condition all that portion of the fence and road to wit:

The montée de Liège starting from the portion of maintenance in charge of one Joseph Roselle, up to one Louis Boyer's share of maintenance - making in all a distance of one hundred and seventy one feet six inches or thereabouts, for the maintenance of which the said James P Daves was and is liable and for ever hereafter to hold the said James P Daves his heirs executors administrators and assigns for ever hereafter harmless and indemnified - And doth further consent and agree that the farm and premises he now possesses in that locality, shall be for ever hereafter liable towards the Municipality of the Parish of Lachine and legally hypothecated for the proper performance for the servitude in question. The parties hereby declaring that the said Joseph Seclair has been accepted by the said municipality for the performance of the servitude in the place and stead of the said

James P Dawes.

And for the enregistrement of these presents the parties have constituted the bearer of these presents his Attorney to whom he gives all necessary power and authority to that effect for thus &c.

And for the execution of these presents, the said parties have elected their domicile at their and each of their present places of residence above mentioned at which places Promising &c.

DONE and Passed at the said City of Montreal, in the office of James Smith the said Joseph Leclaire declaring his inability to sign or write his name has hereunto put his ordinary mark of a cross, and the said James P Dawes has signed these presents, with and in the presence of us Notaries, these presents having been first duly read in their presence and translated in the french language to the said Joseph Leclaire, under the number fifteen thousand Three hundred and twenty six.

(Signed) Joseph ^{his} Leclaire

" James P ^{name} Dawes

" P. L. Guy Not.

" J. Smith (S. P.)

A true Copy of the original remaining of record in my office

J. Smith

No. 15426.

19th June 1846

Agreement

between

Mr Joseph Seelawie

and

Mr James J. James

1st Copy

James Smith & Co.