



BUREAU DE LA DIVISION D'ENREGISTREMENT DES COMTES D'OTCHELAGA ET DE JACQUES-CARTIER.

Je soussigné, certifie que le présent document enregistré au long, dans ce bureau a... heures... minutes de l'après-midi ce... jour du mois de... mil huit cent quatre-vingt-dix sept dans le Registre... Folio... et sous le numéro...  
J. A. Maucotel  
Registreur.

On this sixth day of the month of May, in the year of Our Lord one thousand eight hundred and ninety seven.

Before M<sup>re</sup>. Léon Forest, the undersigned Notary Public in and for the Province of Québec, residing and practising in the Town of Lachine, in the District of Montreal.

Personally came and appeared:  
1<sup>st</sup>. Albert Frederick Dawes of the said Town of Lachine, Gentleman - Farmer, hereinafter called "the Vendor" Party of the First Part; and  
2<sup>d</sup>. The Montreal Park and Island Railway Company, a body politic duly incorporated by an Act or Statute of the Legislature of the Province of Québec, having its Chief Office and place of business in the City of Montreal, hereinafter called "the Purchasers" and hereinafter by Herbert S. Holt Esquire, President, and by Mr. Henry Holgate Secretary, both of the said City of Montreal, and both duly authorized for the purposes hereof;

Party of the Second Part.  
Who declared unto us, said Notary, as follows:—  
Whereas the pieces of land hereinafter described are required for the construction of the Railway or Tramway which the said Purchasers are empowered to build, make and complete under and by virtue of the Act of incorporation of the said Montreal Park and Island Railway Company; and  
Whereas the said Vendor has promised and agreed to sell, bargain, convey, and transfer to the said Purchasers the said pieces hereinafter described, subject to the conditions hereinafter mentioned;—  
Now therefore these presents and I, the said Notary, witness:



witness: \_\_\_\_\_

What the said Albert Frederick Dawes did declare to have conveyed and sold, and by these presents the said Albert Frederick Dawes doth sell and convey, with legal warranty, to the said Montreal Park and Island Railway Company, the Purchasers above named, accepting hereof by its executive officers hereinbefore named, to wit: \_\_\_\_\_

1<sup>st</sup> Description of part of Lot No 184. on the eastern side of Dawes Avenue. \_\_\_\_\_

That certain portion of that former lot of Land situate on the eastern side of Dawes Avenue, in the West Ward of the Town of Lachine, being a strip of land of an irregular figure, containing an area of Thirty one thousand seven hundred and eighty eight feet, English measure, without building, which may be described as follows: — Commencing at a point at the southeastern corner of the strip of land hereby sold, on the division line between lots Numbers one hundred and ninety seven and one hundred and eighty four (197 & 184) distant northerly eighty one feet and four inches from the point where said division line touches lot Number Eight hundred and two of the Cadastre of the said Town of Lachine (The Grand Trunk Railway Company's property.) thence following a line running westerly at right angles with said division line, across said lot Number one hundred and eighty four of the Cadastre of the Town of Lachine to Dawes Avenue on the said Lot, a distance of six hundred and twenty four feet, where said line, strikes or touches the eastern side of Dawes Avenue at a point Three hundred and fifty seven feet distant northerly from St. Joseph Street

Street, distance measured alongside the eastern side of Dames Avenue, thence northerly along the eastern side of Dames Avenue, a distance of seventy nine feet, thence turning towards the east, the said line runs in an east-southerly direction a distance of fifty one feet to a point on said lot number one hundred and eighty four of the Cadastre of the Town of Lachine, where the strip of land hereby sold has fifty feet in width, thence runs across the said lot number one hundred and eighty four, at right angles, so that the said strip of land is of uniform width of fifty feet, a distance of Five hundred and seventy nine feet to the division line between said lots Numbers one hundred and eighty four and one hundred and ninety seven, thence running in a southerly direction along said division line, a distance of fifty feet, to the point of beginning.

The piece of land hereby sold is part of that lot of land known under Number One hundred and eighty four on the plan and in the Book of Reference of the Cadastre of the Town of Lachine, and is bounded as follows: Towards the east by lot Number one hundred and ninety seven of said Cadastre, towards the west by Dames Avenue, which lies on the western portion of said lot Number one hundred and eighty four, towards the south and towards the north by the remainder of said lot Number one hundred and eighty four.

Furthermore, the strip of land hereinbefore described and hereby sold is more particularly shown and delineated on a certain plan thereof remaining annexed to the original hereof, after having been accepted and

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 delineated.  
 J.M.P.

and approved by the parties hereto, and by them signed and paraphed: "Signé + paraphé - révisé" in presence of and with the said undersigned Notary, for reference in case of need.

2<sup>d</sup> Another strip of land containing fifty feet in width by one hundred and sixty two feet in length, english measure, without building, containing an area of eight thousand one hundred square feet, situate on the western side of Daves Avenue, in the West Ward of the Town of Lachine, to be extracted from said lot of land known and designated under Number One hundred and eighty four on the Plan and in the Book of Reference of the Cadastre of the said Town of Lachine, starting from a point distant about four hundred feet from the level of St. Joseph Street distance measured along the westerly side of Daves Avenue, thence running in a north westerly direction a distance of one hundred and sixty two feet across the western portion of said lot number one hundred and eighty four, to the division line between said lot number one hundred and eighty four and lot number one hundred and eighty one of the Cadastre of the Town of Lachine (said strip of land to be the continuation of Dufferin Street.) and said strip of land being bounded as follows: Towards the east, by Daves Avenue; Towards the West, by lot number one hundred and eighty one (181) of the Cadastre of the Town of Lachine, and towards the north and towards the south by the remainder of said lot number one hundred and eighty four of said Cadastre.

Moreover, the said strip of land is more particularly shewn on the plan thereof hereinbefore mentioned

mentioned as remaining annexed to the original hereof.

The two strips of land hereinbefore described and hereby sold contain together a total area or superficies of thirty nine thousand eight hundred and eighty eight square feet, English measure.

With all and every the members and appurtenances thereto belonging, without any exception or reserve on the part of the Vendor, and of which the said Purchasers, acting hereto as aforesaid, declared to have a perfect knowledge, as having seen and viewed the same, and therewith to be content and satisfied.

### Titles.

The Vendor is lawfully seized of the said lot of land Number One hundred and eighty four (N<sup>o</sup> 184) of the Cadastre of the Town of Lachine, as being the universal Legatee in full property of the estate and succession of the late James Powley Dawes, Senior, his father, in his lifetime of the said Town of Lachine, Gentleman, who died at Lachine, on the eleventh day of January one thousand eight hundred and seventy nine, in virtue of the Will and Testament of the said James Powley Dawes, Senior, received and passed before Me. W. W. Phillips and S. F. Cleveland, Notaries, at Montreal, on the twenty seventh day of September A. D. one thousand eight hundred and seventy eight, a copy whereof was duly registered under N<sup>o</sup> 3275 at the Registry Office of the Registration Division of the Comtes of Hochelaga and Jacques Cartier, on the 4<sup>th</sup> day of February 1879, with the avis Déclaratoire required by Article 2098 of the Civil Code of Lower Canada.

The said James Powley Dawes was at the time

time of his death lawfully seized of the said lot number one hundred and eighty four of the Cadastre of the Town of Lachine, as having acquired the same with a more extensive property, by virtue of a Deed of Sale and Adjudication to him consented before M<sup>re</sup>. James Smith and his Colleague, Notaries, at Montreal, on the fifth day of the month of June one thousand eight hundred and fifty five, by Miss Elizabeth Leishman and ~~al~~ a copy whereof was duly registered at the then Registration Division of Montreal, under Number 19946 S. - R. R. and also by virtue of the Will and Testament of the late Dame Mary Leishman, his first wife, who died at Lachine, on or about the thirteenth day of March A. D. one thousand eight hundred and fifty six, after having instituted him her universal Legatee in virtue of her Will and Testament received and passed before M<sup>re</sup>. James Smith, Notary, at Montreal, and two witnesses, on the eight day of March A. D. one thousand eight hundred and fifty six, a copy whereof was duly registered at the then Registration Division of Montreal, on the 27<sup>th</sup> March 1856, under N<sup>o</sup> 20509.

To he said Elizabeth Leishman and al were themselves proprietors of the said lot of land in virtue of the last Will and Testament of their deceased father and mother, the late Andrew Leishman and Elizabeth Clapperton said last Will having been received and passed before M<sup>re</sup>. J. Dubreuil and his Colleague, Notaries, on the fourth day of March one thousand eight hundred and forty six.

To he said Andrew Leishman had himself acquired the said lot of land from Sir John Johnson by

by Deed of Sale executed before M<sup>re</sup>. Henry Griffin and his colleague, Notaries, on the seventeenth day of October one thousand eight hundred and seven-  
teen, and further by Deed of Sale from the Honorable James Stuart and al, &c. quality, before the same Notaries, on the twenty third day of August one thousand eight hundred and thirty seven.

Tenure.

The said lot of land Number one hundred and eighty four - N<sup>o</sup>. 184. of the Cadastre of the Town of Lachine, formerly in the parish of Lachine, is held "en franc alleu roturier" in virtue of a Deed of Commutation granted by "Messieurs les Ecclesiastiques du Séminaire de S<sup>t</sup> Sulpice de Montréal" executed before M<sup>re</sup>. P. Lacombe and his colleague, Notaries, on the 4<sup>th</sup> July 1855.

Possession.

To have and to hold, use and enjoy the aforesaid bargained and sold strips of land and premises unto the said Purchasers, "The Montreal Park and Island Railway Company," their successors and assigns, from this day henceforth and for ever, in full property, by virtue of these presents.

Vendors Declaration.

The said Vendor doth hereby declare that the said lot of land, Number One hundred and eighty four of the Cadastre of the Town of Lachine, is free and clear of all mortgages and incumbrances whatever.

Conditions.

The present Sale and Conveyance has been made subject to the following conditions, to the fulfilment of

of which the said Purchasers, acting heretofore as afore-  
said, do hereby bind and oblige themselves, to wit:—

1<sup>st</sup> To take and receive the hereinbefore described pieces  
of land in their respective present state and condition;

2<sup>nd</sup> To suffer all passive servitudes, if any, which may  
affect the said property, with the right of enjoying  
all active servitudes, as also with the right of defending  
themselves against the former, and of ~~defending~~ <sup>defending</sup> them-  
selves of the latter, as they shall or may see fit, the  
Vendor being without any warranty in this respect,  
the said Vendor declaring however that he knows of  
no passive servitude, affecting the said lot.

— It is hereby well understood and expressly cove-  
nanted between the said Vendor and the said Purchasers,  
that the said Mr. Albert Frederick Davies, his  
heirs and assigns shall for ever have the right to drain  
his Homestead, or Residence, which stands on the north  
side of the strip of land in the first place hereinbefore  
described by means of a canal built and kept in repair  
at his own costs, either with wood, or with iron pipes,  
or with brick, from his said Residence to the present  
drain, or ditch, which crosses the said strip of land  
into which ditch the said canal shall empty itself;

3<sup>d</sup> That in consideration of the price of the present  
Sale the said Vendor doth hereby release the Pur-  
chasers from all claims for damages caused by the  
construction of the Railway or Tramway over the  
said lot Number one hundred and eighty four of  
the Cadastre of the Town of Lachine, or by the  
exercise of the said Purchasers' powers thereon;

4<sup>th</sup> That the Purchasers, their successors or assigns,  
shall erect and maintain on each side of their  
railway, or tramway, proper ditches or drains as  
provided

Swearing.  
J.W.P.



provided by the Quebec Consolidated Railway Act - 1888 - and its amendments, or by the Railway Act of Canada; and further, that the said Purchasers, their successors and assigns, shall construct for the use and convenience of the said Vendor, his successors and assigns, at places to be decided upon between the Parties hereto, on both sides of said strips of land hereby sold, a good, substantial and strong fence made with cedar posts put at least four feet in the ground to resist to the frost, and with good galvanized lock-wire (Eight-rows) and also proper-railway crossings, provided with suitable and proper gates and fastenings to enable the said Vendor, his successors and assigns to cross the railway or tramway, at any time, from one side to the other with safety, said railway crossings fences, gates and fastenings to be, after having been once built up by the said Purchasers, at the charge, costs and expenses of the said Vendor; \_\_\_\_\_

5<sup>th</sup> That the said Vendor shall have no expenses to pay in respect of and under the present Sale, the said Purchasers declaring to have seen the Certificate of Search granted by the Registrar of the Counties of Hochelaga and Jacques-Cartier, and to be satisfied that the property hereby sold is clear of all debts;

6<sup>th</sup> That the said Purchasers shall pay the costs of these presents, and shall furnish at their costs and expenses a duly registered copy hereof to the said Vendor within thirty days from the date hereof.

\_\_\_\_\_ Price. \_\_\_\_\_

And in consideration of the said Sale, and of the  
Release

Release of the said Purchasers from any claim for compensation for damages caused by the exercise of the powers of the said Montreal Park and Island Railway Company upon the pieces of land here by conveyed and sold, the said Purchasers acting and represented hereto as aforesaid do hereby bind and oblige themselves to pay to the said Vendor, accepting thereof, the sum of Twenty four hundred and fifty five Dollars and eighty eight cents currency \$2455.<sup>88</sup>/<sub>100</sub> which sum the said vendor doth hereby acknowledge and confess to have had and received from the said Montreal Park and Island Railway Company, at the execution hereof, and whereof a full discharge, and final acquittance is hereby given and granted.

And in consideration of the premises, the said Vendor doth hereby transfer and set over to the said Montreal Park and Island Railway Company, its successors and assigns, all his rights, claims, titles, interests, possession and all the rights generally, whatsoever which he can have or pretend to have in and upon the strips of land, hereby sold, and hereinbefore described, from this day henceforth by virtue of these presents.

And to these presents also intervened before the said undersigned Notary, Dame Cecilia Grand Lee, wife of the said Vendor, with whom she resides in the said Town of Lachine, and by her husband, the said Albert Frederick Dawes, duly authorized to all the intents and purposes hereof.

Who, in consideration of the premises, has hereby declared to have voluntarily renounced as well for herself as for the children, born, or to be born, of her marriage

marriage with the said Vendor, to all dowers, either  
 prefix or customary, and to all hypothecary clau-  
 ses for dower or matrimonial rights, and for all other  
 rights and claims which she or her said children  
 may have or could pretend to in and upon the piece  
 of land hereby sold, either by law, by contract of mar-  
 riage or otherwise.

For, thus, &c.

Done and Passed at the said City of Montreal, on  
 the day, month and year first above written, under  
 Number Five thousand nine hundred and six, of  
 the original Deeds of record in the office of the said Notary.

And the said Parties hereto have signed with  
 and in presence of the said Notary, after these pre-  
 sents were duly read according to law.

Signed: Albert F. Daves.

" G. Maud. Daves.

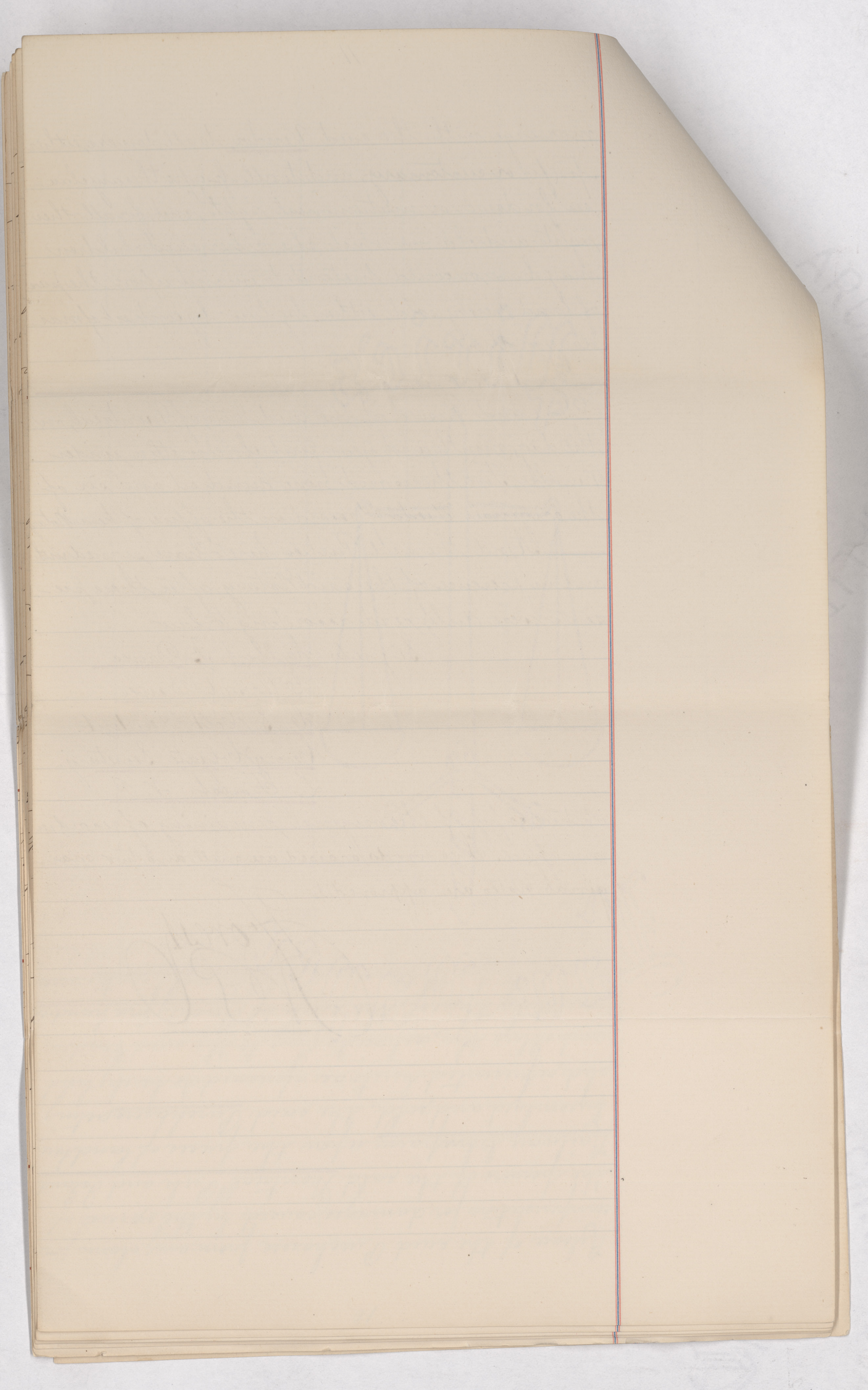
" H. S. Holt. President.

" Henry Holgate. Secretary.

" L. Forest. N. P.

A true copy of the original remaining of record in  
 my office. Two words raised are null and two mar-  
 ginal notes are approved.

Forest  
 N. P.





No 5906.

6<sup>th</sup> May 1894.

Sale by

Mr. H. F. Davies

— to —

The Montreal Park and  
Island Railway Co.

2<sup>d</sup> Copy

No 674032667

Presented a

14<sup>th</sup> Dec 1894

26 Mar 1897