

On this day, the *First* of *April*

in the year of our Lord, one thousand eight hundred and fifty-*three*

BEFORE US, the undersigned Public Notaries, duly commissioned and sworn, in and for that part of the Province of Canada which heretofore constituted the Province of Lower Canada, residing in the City of Montreal, in the County of Montreal, in the District of Montreal, in the Province of Canada.

PERSONALLY CAME AND APPEARED, *Charles Henault dit Deschamps* Yeoman of the Parish of *S<sup>t</sup>. Michel de Sachine* in the District of Montreal and *Dame Helene Boyer* his wife whom he authorises for the effect of these presents who acknowledged and confessed to have bargained, sold, assigned, transferred and made over, and by these presents do bargain, sell, assign, transfer and make over from henceforth and forever, with promise of warranty, (*garantie*) against all gifts, dowers, mortgages, substitutions, alienation, disturbances, (*troubles*) and other hindrances whatsoever, to *James Towley Dawes*, Brewer of the said Parish of *S<sup>t</sup>. Michel de Sachine* in the said District of Montreal

here present and accepting thereof, purchaser for himself his heirs and assigns for ever, that is to say: a farm situate at the said Parish of *S<sup>t</sup>. Michel de Sachine* in the said District of Montreal containing about eighty arpents in superficies that is about two arpents and a quarter in front by about thirty seven arpents in depth or thereabouts. The whole more or less without any warranty as to precise measurement such as the same is belonging to the said vendors, the said farm or lot of land being rather irregular and varying in its breadth, bounded the said farm in front by the *Sachine* *Rail Road* now called the *Montreal and New York Rail Road*, in rear by the *Decaries*, on one side partly by *Thomas Dawes* and partly by the estate of the late *S<sup>t</sup>. Germain*, and on the other side by the estate of the late *M<sup>c</sup>Rae* without any buildings being thereon erected.

*# unless it be the right by the said vendors to remove the fire wood which they have cut on said farm between the date hereof and the first of May next which said Charles Henault dit Deschamps is lawfully seized of the said farm*

With all and every the members and appurtenances thereunto belonging, all of which the said purchaser declares to have a perfect knowledge, having seen and viewed the same previous hereto, and therewith *he is* content and satisfied, without any reservation of any part or portion of the aforesaid bargained and sold premises, on the part of the said vendor *who* lawfully seized thereof in virtue of good and sufficient Title Deeds, having *acquired the same* the said farm with greater extent of land having been acquired by the said Charles Henault dit Deschamps partly by inheritance as heir for *one fourth* in the estates of the late Pierre Henault dit Deschamps and Julie Brechette his deceased father and mother, and partly by purchase from Marie Deschamps by deed of sale executed before *the same* Notaries on the *third* November one thousand eight hundred and forty seven partly from Etienne Legault *et usor* by deed of sale executed before the same Notaries on the *seventeenth* November one thousand eight hundred and forty seven, partly from Jean Baptiste Boyer *et usor* by deed executed before the same Notaries on the *twenty fifth* November one thousand eight hundred and forty seven and partly from Joseph Desjardins *et usor* by deed also executed before the same Notaries on the *twenty ninth* November one thousand eight hundred and forty seven, of which said deeds the said vendors promise to give communication to the said purchaser when required.

The aforesaid hereby bargained and sold farm or lot of land and premises, depending and holding of the Seigneurie of Montreal and subject to the payment of such *cens* et *rentes* as it *rentes* towards the domain thereof as may be legally due and owing thereto but which the said parties cannot at present ascertain, the said farm or lot of land and premises however being free and clear of all arrears of *cens* et *rentes* up to the date hereof and of every other charge, burthen and incumbrance, either of dower, gifts, mortgage, debt, or other hindrance generally whatsoever, as the said vendor now hereby declare. To have, hold, use and enjoy the aforesaid farm or lot of land and premises herein before sold and transferred or mentioned and intended so to be, with all and every their rights, members and appurtenances, unto the said purchaser his heirs and assigns as his and their own proper freehold forever, by virtue of these presents, and to enter upon and take possession of the aforesaid farm or lot of land and premises, forthwith as of right. For thus, &c.

The present bargain and sale is so made in manner as aforesaid and subject only to such seigniorial rights as may in future arise and become due thereon. And for and in consideration of the sum of *Seven hundred and fifty pounds* Currency which the said purchaser promises to well and truly pay or cause to be well and truly paid unto the said vendors their order or representatives as soon as he the said purchaser shall have obtained from the Superior Court for Lower Canada at Montreal aforesaid, a ratification of these presents and without interest, it being however understood that the said purchaser shall use due diligence so as to obtain the said ratification of title as soon as possible. And at the same time was present and intervened the said Marie Josephite Dubois the widow of the said late Pierre Henault dit Deschamps of the said Parish of St. Michel de Sachine who after having taken communication of these presents declared to be

be content and satisfied therewith and approves, ratifies and confirms the same as far as she may be concerned in the premises and doth renounce to all and every the rights, mortgages, claims, actions, demands and privileges which she might have or pretend against the said farm or lot of land hereby sold for any cause or reason generally whatsoever and particularly with respect to the said sale which she made to the said vendors of her rights and titles as well in the said farm as in the other property mentioned in her said sale above dated hereby however reserving her recourse against the said vendors and their other property specified and included in her said sale, the whole upon however her receiving from the said purchaser a receipt of the said vendors and in deduction of the consideration price the sum of thirty nine pounds currency the same being the balance of instalments which became due to her last year by virtue of her said deed of Sale to the said Charles Henault dit Deschamps. Was also present at the execution of these presents the said Dame Celanie Boyer the wife of the said Charles Henault dit Deschamps and by him duly authorized for the effect hereof, which said Dame Celanie Boyer after having taken communication of these presents declared to be content and satisfied therewith and in consequence renounces as well for herself as for her children born and to be born of her marriage with the said Charles Henault dit Deschamps to all dower either coutume or price to which she or they might have any claim or right and generally to all matrimonial rights whatsoever which she or they might claim in consequence of her marriage with the said Charles Henault dit Deschamps on the said farm. And for security of the payment of the said consideration price

And for security whereof the said purchaser doth hereby specially bind, mortgage, and hypothecate (*hypothèque*) the hereby granted, bargained and sold farm or lot of lands and premises.

And in consideration of the premises, the said vendors do hereby transfer and set over to the purchaser all right of property, claim, title, interest, demand, seizin, possession, and other rights whatsoever, which the said vendor can have, demand or pretend in or upon the aforesaid hereby bargained and sold, farm or lot of lands and premises, of which they hereby divest themselves in favor of the said purchaser his heirs and assigns, consenting and agreeing, that the said purchaser be and remain seized and invested with the full and entire possession thereof as of right; and for that purpose, hereby constituting the bearer of these presents their Attorney to whom all necessary power and authority to that effect is hereby given and granted.—For thus, &c.

And for the due execution of these presents, and of every the premises, the said parties have elected their domicile at their and each of their respective places of residence above mentioned.—Where, &c.—Notwithstanding, &c.—Promising, &c.—Obliging, &c.—Renouncing, &c.

Done and Passed, at the City of Montreal, in the office of E. Guye one of the said Notaries, on the day, month, and year first above written, in the afternoon under the number fifteen thousand six hundred and ninety six and the said parties have signed these presents with us the said Notaries except the said Marie Joseph Dubois who declared that she did not know how to sign her name hath made her mark of a cross, these presents having been first duly read and translated in the french language in their presence

(Signed) Charles Henault dit Deschamps

" James P. Dawes

Marie Josephite x Dubois

" Celanie Boyer

" J<sup>r</sup> Smith N<sup>o</sup> 1 & Guye N<sup>o</sup> 1

True copy of the original remaining of record in my office eleven words obliterated are null one marginal note approved valid

J. Smith

10-15696

135

1<sup>st</sup> April 1855

DEED OF SALE.

FROM

Charles M. Lamont & Co  
Dealers in Hardware

TO

James Forsyth James

B 29 page 340

2<sup>nd</sup> COPY.

800 11448 & 1600

Filed at Quebec  
at noon on the 2<sup>nd</sup> of  
April 1855

E. G. G. G.

I certify that the within document was entered and registered in the Registry office for the County of Montreal in Register B Vol 29 Page 340 at twelve o'clock at noon on the second day of April one thousand eight hundred and fifty three under the number Eleven thousand four hundred and forty eight 4th

G. W. Raymond  
Registrar