

"Translation"

N° 4436.

22^d July 1893.

Agreement.

Between

Mr. Albert. F. Dawes

and

The Corporation of the Town
of Lachine.

On the twenty second day of the month of July, one thousand eight hundred and ninety three.

Before Léon Forest the undersigned Notary Public for the Province of Quebec, residing in the Town of Lachine, in the District of Montreal.

Came and Appeared: Mr. Albert-Frederick Dawes, of the said Town of Lachine, in the said District of Montreal, Gentleman Farmer.

of the one part,
and The Corporation of the Town of Lachine, a body politic and corporate, having its place of business in the said Town of Lachine, acting and represented hereto by Hormisdas Legault dit Deslauriers Mayor of the said Town, Grocer, residing in the said Town of Lachine, and by Hormisdas Robert, Accountant, of the same place, Secretary-Treasurer of the said Corporation, both hereto present in their respective quality of Mayor and Secretary-Treasurer of the said Town of Lachine, and as such duly & especially authorized to the effects hereof in virtue of a resolution adopted by the municipal Council of the said Town, at its regular session held at the Town-Hall, in the said Town of Lachine, on the eighteenth day of July instant, as it appears by an Extract of the Book of the Deliberations of the said Council, duly certified by the said Secretary-Treasurer, and remaining annexed to the original hereof for reference when needed.

of the other part.
Which Parties, acting and represented hereto as aforesaid, have first made the following preliminary observations, viz:

1^o That in view of aiding and giving more activity to the enlargement of the West Ward of the Town of Lachine, the Council of the said Town has considered advisable in the interest of the said Corporation to open Broadway Street on lot number One hundred and eighty four of the Cadastre of the said Town - the property of the said Mr. Albert-Frederick Dawes, - and to secure by doing so, a new outlet for public circulation from Dawes Street to the western limits of the said Town; -

2^o That Broadway Street is a Street of eighty feet in breadth, english measure, which at first comprised lots Numbers Eleven and One Hundred and fourteen of the Cadastre of the Town of Lachine only, but which has subsequently been lengthened towards the last, having been opened on those lots of land known & designated under numbers One Hundred and seventy eight and One Hundred and eighty one of the said Cadastre, that is to say: to the farm of the said Mr. Albert-Frederick Dawes; -

3. That the ground required to complete said Broadway Street up to Dawes Street, on said lot number One hundred & eighty four of the Cadastre of the said Town - is a strip of land of Eighty feet in width by about one hundred & thirty five feet in length, from East to west; -

4^o That the said Mr. Albert-Frederick Dawes is willing to transfer & abandon to the Corporation of the Town of Lachine all the land necessary for the continuation of said Broadway Street from lot one hundred and eighty one of the Cadastre of the Town of Lachine to Dawes Street, on his property hereinbefore mentioned, provided the said Corporation of the Town of Lachine binds itself towards him, as follows: 1^o To provide him with the water of the Aqueduct of said Corporation, and for that to establish its said Aqueduct on Dawes Street from St. Joseph Street up to the wooden house encased with brick which said Mr. Dawes has built on the eastern side of Dawes Street, and thence to the private Residence of said Mr. Dawes, passing in front of his said house at a proper distance not to cause any damage, and to easily complete & execute the works requisite to distribute the water both at his private residence and at his horse and Car Stables; - 2^o To provide and put up one hydrant at the place where said Aqueduct shall end, on Dawes Street, for the protection, in case of fire, of the buildings of said Mr. Dawes and of the other tax payers on said Street - it being well understood

that

that the main pipe of the Aqueduct of the Corporation on Dawes Street, shall be cast iron pipes of not less than six inches of "internal" diameter, put up complete with the ordinary precautions, and according to the rules of the art; — 3^e To give during two consecutive years to the said Mr. Dawes the water of its said aqueduct, both at his private Residence and at his horse and cattle stables on said lot number One Hundred & eighty four — it being well understood however that the tenants or parties occupying the said wooden house encased with brick of said Mr. Dawes, on the eastern side of Dawes Street, shall be liable to pay to the said Corporation of the Town of Lachine, the compensation due for water furnished to them by the said Corporation, according to the By-Law made for that purpose then in force in the Town of Lachine, 5^e That the Council of the Town of Lachine has considered expedient, in the interests of the Corporation of the said Town, to accept the propositions of said Mr. Dawes.

— After agreeing to those preliminary explanations intended to better explain the intentions of the Parties to these presents, — the said Mr. Albert-Frederick Dawes & the said Corporation of the Town of Lachine — this latter acting hereto as aforesaid — have acknowledged & confessed to have made between themselves the following conventions, bargains, and stipulations, viz: —
The said Mr. Albert-Frederick Dawes doth hereby assign, transfer and set over, with all implied warranty, from this day henceforth, to the Corporation of the Town of Lachine, accepting thereof through the said Mr. Hormisdas Legault dit Deslauriers, Mayor, & the said Mr. Hormisdas Robert, Secretary-Treasurer to wit: —

A strip of land situate in the said Town of Lachine containing eighty feet in front, or in breadth, by about one hundred & thirty five feet in depth, english measure, to be taken on and from that lot of land known & designated under number One Hundred & eighty four on the plan & in the Book of Reference of the Cadastre of the Town of Lachine, whereon to continue, in a straight line, — Broadway Street now opened on the west side of said lot number One Hundred & eighty four, from lot number One Hundred & eighty one to Dawes Street, so that the strip of land hereby transferred is bounded as follows: Towards the west, by lot number

one hundred & eighty one; towards the east, by Dawes Street, on said lot number one hundred & eighty one; towards the north & towards the south, by the remainder of said lot number one hundred and eighty four of the Cadastre of the said Town.

With all & every the members & appurtenances thereto belonging, of which the said Corporation of the Town of Lachine, represented hereto as aforesaid, declared to have a perfect knowledge, and to be therewith content & satisfied, without any reserve on the part of said Mr. Albert-Frederick Dawes, who is owner of said lot number one hundred & eighty four by virtue of the Will of the late James-Powley Dawes, his father, received before M^{re} W.A. Phillips & his Colleague, Notaries, at Montreal, on the twenty seventh day of September one thousand eight hundred & seventy eight, a copy whereof was registered, after the death of said Mr. James-Powley Dawes, at the registry office of the Counties of Hochelaga & Jacques-Cartier, on the 24th February 1879 - in Reg: A. Vol: 1. folia 123, under the number 3275.

The lot of land hereby bargained is held "en franc alleu roturier" the seigniorial rights having been duly commuted - as per Deed of Commutation passed before M^{re}. J. LaCombe, Notary, at Montreal, on the 4th July 1855.

This Transfer is so made by the said Mr. Dawes to the said Corporation of the Town of Lachine, with the express condition that the hereby transferred strip of land shall be employed for the continuation of Broadway Street, and for no other purpose, and that said Broadway Street shall be opened and maintained there, from this day henceforth and for ever, at the costs and expenses of said Corporation of the Town of Lachine, which is hereby accepted by the said Corporation of the Town of Lachine, acting through Mr Hormisdas Legault dit Deslauriers and Hormisdas Robert, in quality;

And on the other hand, the said Corporation of the Town of Lachine, acting hereto as aforesaid, doth hereby bind itself towards the said Mr. Albert-Frederick Dawes accepting thereof, to build & establish, during the summer season of the present year, the aqueduct of said Corporation, on Dawes Street, from St. Joseph Street up to the wooden house encased with brick which said Mr. Dawes

now

now possesses on the East side of said Street, with a main pipe of six inches in diameter, put up with all the habitual necessary precautions;— to furnish, provide & put up a Hydrant of the model of the ones which said Corporation has already placed and put up on St. Joseph Street— opposite the said house of Mr. Dawes, or at a place which said Corporation shall deem suitable in the neighborhood, for the protection, in case of fire, of the buildings of said Mr. Dawes and of the other taxpayers nearby;— finally, to conduct and make the distribution of the water of the aqueduct of the said Town— in the ordinary manner, but with a lead pipe of one inch in diameter laid up with all required precautions and according to the rules of the art, both at the said wooden house encased with brick of said Mr. Dawes, on the east side of Dawes Street,— as well as at his private Residence, and at his horse and cattle stables occupied by him on his said farm, viz: On said lot number one Hundred and eighty four of the Cadastre of the said Town of Lachine, the whole at the costs and expenses of said Corporation— as far as the interior of the stone walls or foundations of the buildings of said Mr. Dawes,— it being however well understood that the distribution of the water at the interior of said buildings of Mr. Dawes, shall be borne by him, as proprietor, that is to say; as in ordinary cases in the said Town.

Moreover, the said Corporation of the Town of Lachine doth hereby bind itself towards the said Mr. Albert-Frederick Dawes, accepting thereof, to furnish him with water, and free of charge during two consecutive years to be accounted and reckoned from the day on which said Corporation shall be ready to give him said water, its aqueduct being complete, both at his private Residence and at his horse and cattle stables on his said farm,— and from the day on which said water shall in fact be furnished to him both at his Private Residence and at his horse and cattle stables for his animals.— and to that effect, the said Corporation shall be obliged to keep and maintain its said aqueduct in a good state of repairs and in working order; it being, however, well understood between the parties hereto that the said Corporation shall not be liable for damages towards said Mr. Dawes, if, during that period of two years, the

said Corporation was sometimes prevented by accidents, or fortuitously - "par force majeure" - from providing the said Mr. Dawes with all the water he would want.

And it was expressly agreed upon and covenanted between the said Mr. Albert Frederick Dawes, of the said Corporation of the Town of Lachine, as follows, viz: -

1^o That the parties occupying the wooden house encased with brick which said Mr Dawes has on the east side of Dawes Street as here in before mentioned, shall always be liable to pay the Compensation for the water furnished to them by the said Corporation, as the other taxpayers of the said Town of Lachine, and that they shall be subject to the same By-Laws; -

2^o That the said Mr. Dawes shall himself be subject from this day henceforth, to the By-Laws concerning the Aqueduct of said Corporation as any other party using of the water of said Aqueduct, as far as the protection to be given to the water pipes at the interior of buildings is concerned; -

3^o That in case the said Corporation of the Town of Lachine should ever be prevented by accidents or any fortuitous cases - "par force majeure" - from constantly providing with the water of its aqueduct the said Mr. Dawes either at his private Residence or at his horse or cattle stables, on his said farm, then the said Mr. Dawes shall have the right to take his water supply either at the Fire Station of said Corporation, or at any of the Hydrants of the aqueduct, which the said Corporation - or the Water Committee of said Corporation, shall indicate to him - at the choice of said Corporation; and without paying any thing for said water supply, but in that case, the said Mr Dawes shall bear the costs of the cartage of said water - the Corporation being obliged to make the necessary repairs to its said aqueduct within a reasonable time; -

4^o That at the expiration of the two years during which the said Mr. Dawes shall receive his water supply free of charges, by virtue of these presents, the said Mr Dawes shall thereafter be liable, and he doth hereby bind himself to thereafter take the water of the aqueduct of the said Corporation, and to pay

to

to the said Corporation of the Town of Lachine the Compensation for water to him furnished according to the By-Laws then in force - as any other tax payer of the said Town of Lachine; Moreover, the said Mr. Dawes shall then become liable to keep and maintain in repair, at his own costs, the supply pipe providing water to his private Residence or to his horse and cattle stables on his said farm, from the level of Gawes Street to the interior of his said buildings, - but on the other hand, the said Corporation of the Town of Lachine, shall then become liable, and by these presents the said Corporation doth undertake and bind itself to continue to furnish the water of its aqueduct at the private Residence of said Mr. Dawes, as well as at his cattle stables on his said farm, at the ordinary conditions contained and set forth in the By-Law concerning the said aqueduct then in force in the said Town of Lachine, -

5^o That the Corporation of the Town of Lachine shall have the privilege of using said Broadway Street for the construction of its aqueduct, - for planting and keeping all the posts necessary for its electric light Establishment, - for the construction of Sewers, and generally for all and every the objects of public use for which public roads or streets are usually employed, -

6^o That the Corporation of the Town of Lachine shall not be liable to contribute in any wise towards the construction or maintenance of the fences along said Broadway Street; but that, on the contrary, the proprietors of building lots on said Street shall alone be obliged to make and maintain the fence in front of their lots according to the municipal By-Laws and the general law concerning Roads & Streets in Cities & Towns, -

7^o That the said Corporation of the Town of Lachine, could never be compelled by anyone to make ameliorations on said Broadway Street; but that, on the contrary, the said Corporation shall make on said Street only such ameliorations which it shall consider expedient, under the directions or recommendations of the road Committee, or of any Committee of the Council of the said Town.

8^o Mr. Albert Frederick Dawes & the said Corporation of the Town of Lachine shall pay the costs of these presents in common between themselves, each paying one half.

And to these presents also intervened before the said undersigned Notary: -

1^o Mrs Elizabeth Leishman, of the said Town of Lachine, widow of the late James Powley

Powley Dawes, acting hereto in her quality of usufructuary legatee of the properties of the said late James Powley Dawes, her husband, in virtue of the Will of this latter hereinbefore related; and

James P. Dawes, Esq., & Andrew J. Dawes, Esq. both of the said Town of Lachine, Brewers, acting hereto in their respective quality of Conditional universal legatees in full property of the estate of said late James Powley Dawes, their father, in virtue of his said Will hereinbefore mentioned.

Who, is quality, after having taken communication of the present conventions by the reading thereof to them made by the said undersigned Notary, have respectively declared to approve, ratify, and confirm the same in all their dispositions and particularities, and to agree that the said Corporation of the Town of Lachine be and remain proprietor of the land transferred by these presents, under the conditions, and for the considerations hereinbefore mentioned, which is hereby accepted by the said Hormis-das Legault dit Testardiers & Hormis-das Robert, is quality, for and on behalf of the said Corporation.

And in consideration of the premises & under the conditions hereinbefore mentioned, the said Albert Frederick Dawes, Elizabeth Leishman, James P. Dawes & Andrew J. Dawes do hereby respectively transfer and abandon to the said Corporation of the Town of Lachine, all their rights generally whatsoever in and upon the lot of land hereby transferred, of all which they hereby direct themselves in favor of said Corporation. For this &c.

Whereof acte: Done and passed at the said Town of Lachine, at the office of the said Corporation, on the day, month and year before written, under the number four thousand seven hundred and thirty six of the original Deeds of record in the office of the said Notary.

And the said parties have signed with the said Notary, these presents having first been duly read. Signed: H. Legault, Mayor

" E. Dawes

" A. J. Dawes

" James P. Dawes

" Andrew J. Dawes

H. Robert, Secretary Treasurer

" L. Forest, S.P.



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Conventions

with

The Corporation

1893.

