



On the thirteenth day of the month of March, in the year of Our Lord one thousand eight hundred and ninety-six.

Before M. tr. Lion Forest, the undersigned Notary Public in and for the Province of Quebec, residing in the Town of Lachine, in the District of Montreal, in the said Province of Quebec.

Personally came and appeared: Madame Elizabeth Leishman, of the said Town of Lachine, in the District of Montreal aforesaid; Widow of the late James P. Daves in his lifetime of the same place, Gentleman.

Who did and doth hereby let and lease for the term of three years to be computed and reckoned from the first day of the month of March instant, 1896, to Mr. Albert Frederick Daves, her son, of the same place, Gentleman Farmer, hereto present and accepting hereof, Lessee, for himself and his representatives, with promise of free possession during the said term, to wit:

1st All that certain farm or piece of land lying being, and situate in the said Town of Lachine, for part, and in the parish of Lachine, for the rear part of said farm, which is composed: 1st Of that lot of land known and designated under number One hundred and eighty four (N^o 184) on the Plan and in the Book of Reference of the Cadastre of the Town of Lachine, with the buildings and dependences thereon erected (subject however to the reservations hereinafter mentioned;) and 2^d Of all that certain piece or parcel of land lying and

and situate in the Parish of Lachine, known and designated under number Nine hundred and four (N^o 904.) on the Plan and in the Book of Reference of the Cadastre of the said Parish of Lachine, without any building, thereon.

The said Dame Elizabeth Leishman, doth hereby expressly reserve for her own use and benefit; to wit:

4^o All the front part of the said farm, in the said Town of Lachine, from the Queen's Highway or St Joseph Street, on the depth which may be found from the Queen's Highway and from the emplacements of Thomas Whyte, the heirs of Benjamin Carignan and those of James Young, to the fence which has been erected across the said farm from the eastern line of said farm, and passes in front of the Residence, or Homestead, of said Mrs. Dawes, to the south west corner of the emplacement of said Homestead, thence continues at the western side of said emplacement northwards to a point situate two or three feet on the north side of the foot path which now leads from the yard of said Mrs. Dawes' Residence, or Homestead, at right angle, to Dawes' Avenue, with the Buildings and dependencies erected on the part of said farm so reserved, but with the understanding that the said Mr. Albert Frederick Dawes shall have the right of removing the hay crop which may grow each year on the vacant space behind the buildings reserved as aforesaid, or on the vacant space lying on the eastern side of the Roadway

Roadway leading from St Joseph Street to the Residence of said Dame Elizabeth Leickman.

2^d The two emplacements as now fenced in at the south western corner of the said farm on the level of St Joseph Street, on the western side of Daves Avenue.

3^d Her Residence, or Homestead, with about twenty four feet of the Long Shed next to the Kitchen, in rear of said Residence, that is that length of said Shed which shall include the wood Shed now occupied by the said Mrs Daves with the yard in rear of said Residence, and extending as far north as the Wood Shed reserved by Mrs. Daves which yard is to be fenced in by the said Mr. Albert Frederick Daves as hereinafter mentioned, and also the garden (not the orchard) on the eastern side of said Residence, as said garden is now fenced in.

Moreover, are also comprised in the present Lease, the horses, cows, heads of cattle, pigs, poultry, winter and summer vehicles, carts, farm utensils and implements, ploughs, harrows, mowing Machine, &c, &c, and the grain enumerated and mentioned in a List or Inventory thereof made by the said Parties hereto, which List or Inventory is remaining annexed hereto to become part of these presents, after having been acknowledged as true signed and paraphed "ne paritur" by the said Parties hereto, in presence of the said undersigned Notary, for reference in case of need.

As the said farm, buildings and appurtenances

tenances (as one exploitation) actually exist with out further description and of all which the said Lessee declares to have a perfect knowledge, having seen and viewed the same, and to be therewith content and satisfied.

The present Lease is made subject to the following charges and conditions which the said Lessee binds himself to perform, implement and fulfil, without any diminution of the rent hereinafter mentioned, and without any indemnity therefor, to wit:

1^o The said Lessee shall be bound to occupy the premises hereby rented, himself, with his family and domestics and will furnish the said farm and buildings with furniture and moveables, including, horses, cattle, farm, utensils, and so forth, of sufficient value to secure the due payment and the fulfilment of all the conditions of the present lease;

2^o He will make, or cause to be made, to be buildings upon the said farm and appurtenances, at his own expenses, all tenant's repairs, "réparations locatives," and will give up the said leased premises in a good state of repairs, at the end of the present lease;

3^o He will make, or cause to be made, to be farm house which he now occupies on the said farm, at his own expenses, all and every the repairs and ameliorations which may become necessary and expedient to be made thereto during the continuation of the present Lease, even the large repairs "ou grosses réparations," which are generally at the charge of the proprietor;

4^o Should any landlord's repairs, "grosses réparations," be found necessary to the buildings (farm house excepted) on the said farm during the present lease, the said Lessee will allow the same to be done without demanding any reduction in the rent, damages, interest, or compensation, provided the said repairs be indispensable and be completed within a reasonable time; —

5^o The said Lessee undertakes, without compensation from the said Dame Elizabeth Leishman, to cart into the yard of Mrs. Dawes' Residence all the firewood she may want for her house and kitchen during the present Lease, provided she has it cut on the premises now rented by these presents; —

6^o The said Lessee will be bound to plow, cultivate and sow the lands composing the said farm (that part of said farm which is still in bush being excepted) in sections and in their proper seasons, in such wise as not to deteriorate nor run out the same, and so that the said farm may be given up and returned in a good farming condition at the end of the present lease; —

7^o The said Lessee agrees to store in the buildings on the said farm, all the grain, hay, straw and fodder that shall be harvested from the said lands, and shall not have the right to store the same elsewhere; —

8^o The said Lessee will turn into manure all the straw and hay received from the farm, to manure and improve the lands and meadow
and

and shall, under no circumstances, dispose of the said manure otherwise;

9th He will leave on the farm, at the expiration of the said lease, without any remuneration, all the straw and chaff manure that may be there, and he shall not, under any consideration, sell any part of the straw arising from the harvest, during the present lease;

10th He will cut the meadow land in convenient season, and destroy and root out all blemishes, thorns, thistles and bad weeds, so that the said meadow land may be in proper condition for mowing;

11th He will clean and clear out during the said Lease, the ditches and drains on and about said farm, meadow and pasture, and all over said farm, and make new ones where necessary, to allow the water to run off;

12th He will keep the fruit trees in the orchard, and the other fruit trees on the said farm, in good state & condition, and will cut and prune them in proper time and season, and do all necessary work to keep them in proper order, and he shall also replace trees that may die during said lease by similar trees, at his own costs; on the other hand, all dead trees will become his property.

13th The said Lessee will not be entitled to any compensation, or diminution of rent, or released from any conditions of the present Lease, on account of hail, frost, inundation, famine, invasion, or other event, whether foreseen or not, hereby specially renouncing to any such rights,

or claims;

14th He shall watch that no encroachments of any kind are allowed, or be made on the said lands belonging to the said farm, and in case any encroachment be made, he shall at once warn the said Dame Elizabeth Leishman, in default whereof he will be responsible for all damages caused thereby;

15th He will be obliged to answer to all and every the servitudes between neighbors, and to comply with any of the "Procès-Verbaux" concerning ditches, or Roads, by which the said farm, or any part thereof, may be now governed, or by which any part of said farm may be governed in the future.

16th The said Lessee shall have the right, to cut in the bush on the said farm all the firewood he may want for his family use in the said farm house, taking care to cut the same amongst the dead trees, or those thrown down by the wind, &c

17th The said Lessee undertakes to cultivate the said farm in a good husbandman like manner, and to keep the fences and gates on the said farm in a good state of repair;

18th The said Lessee shall be bound to keep the footpath on Daves Avenue and on St Joseph Street, constantly clean of ice or snow during the winter season, in conformity with the By-Laws of the Corporation of the Town of Lachine, to the perfect satisfaction of the said Lessor; he will also clean the footpath from Mrs. Daves' Residence to

to St Joseph Street;

19th The said Lessee shall have no right to claim any damage, interest, or reduction, in the rent herein after stipulated, in case any part or portion of the premises hereby rented is expropriated against the said Dame Elizabeth Leishman during the present Lease;

20th The said Lessee shall pay the taxes which may be imposed on the farm hereby rented during the term of the present Lease, even those levied for building schools, or for special purposes;

21st Moreover, the said Lessee doth hereby bind and oblige himself to provide and deliver to the said Dame Elizabeth Leishman, at her present Residence in the Town of Lachine, to wit: One quart of good fresh milk every day; two pounds of good fresh butter every week; two barrels of good choice apples to be delivered in October every year; one pig properly fattened, weighing between Two hundred and twenty five and Two hundred and fifty pounds, to be delivered in the latter end of November every year; and finally, Twelve bags of good choice potatoes, also to be delivered in October every year;

22nd The said Lessee binds himself also to take care of the horses, cows, cattle, pigs, poultry, and generally of each and every animal designated & described in the List or Inventory annexed to the present Lease, as being rented to him in virtue of these presents, to feed them well, and in case of sickness

sickness of any of said animals, to consult a good veterinary Surgeon, and pay for such consultations; in case of Sale or of death of any of said animals, to replace those sold, or dead, by others of a similar value, so that at the expiration of the present Lease, the said Lessee shall be able, and as he hereby binds himself, to give back and deliver into the hands of the said Dame Elizabeth Lushman, a stock of animals equal in number and in value to the one enumerated in the Inventory hereto annexed, under pain, &c.

23^d The said Lessee binds himself also to give back to the said Mrs. Dawes, at the expiration of the present Lease, the same quantity of grain which he has received from her to day, also as mentioned in the List or Inventory annexed to the original hereof as hereinbefore mentioned;

24th The said Lessee shall put up and build, at his own costs, a fence to separate the yard attached to the Residence of Mrs. Dawes, at right angles across said yard from the north east corner of the Wood Shed reserved by said Mrs. Dawes, to her Garden and also a fence to separate said farm as rented from the portion reserved by Mrs. Dawes from the emplacement of her said Residence to Dawes Avenue,

25th The said Lessee binds himself to furnish and provide the said Mrs. Dawes with a good carriage, a quiet horse and careful driver, whenever she wants to go to the City or to take a drive during any season of

of the year;

The present Lease is thus made for and in consideration of the price and sum of Ten Dollars currency, of Rent per annum during the present Lease, which sum the said Lessee binds himself to pay to the Lessor, at her Residence, on the twenty fifth day of December every year;

It is also understood that the said Lessee shall have the option of continuing the present Lease for another period of three years, at its expiration, by giving a written Notice to that effect to Mrs. Dawes, on the first day of January, eighteen hundred and ninety nine, or before.

Mrs. Dawes undertakes to pay the notarial fees due for the present Lease.

For thus, &c.

Done and Passed at Lachine aforesaid, on the day, month, and year first above mentioned, under number Five thousand five hundred and forty six.

And the said Parties hereto have signed with the said Notary, these presents having first been duly read.

Signed: E. Dawes.

" Albert F. Dawes.

J. F. [unclear]

A true copy of the original remaining of record in my office.

Forest
J. P. O.

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List complete.

Cows.

1	Brindled	Cow	aged	7 years
1	White & Grey	"	"	10 "
1	White	"	"	4 "
1	Black	"	"	5 "
1	Brown	"	"	8 "
1	"	"	"	11 "
1	Brindled	"	"	7 "
1	Red	"	"	12 "
1	"	"	"	2 "
1	White & Brown	"	"	2 "
1	Red & White	"	"	3 "
1	"	"	"	3 "
1	"	"	"	4 "
2	White	"	"	1 & 6 months
1	Bull	"	"	3 "

16 Heads

Implements.

1 Thrasher & Power.	1 Roller.
1 Spinder.	1 Pr. Harrows.
1 Onsilage Cutter.	1 " S. Harrows.
1 Root	2 Stone Boats.
1 Mower.	1 Hay Make.
1 Reaper.	2 Scythes.
1 Grubber.	1 Grindstone.
1 D. M. Plow.	
2 Wooden Ploughs.	

Berkshires "Pigs"

1 Sow aged 3 years	2 Sows aged 6 months
1 " " 2 "	2 Boars " 6 "
2 " " 1 "	

Horses.

1 Bay Mare aged 13 years	1 Bay Horse aged 4 years
1 " " " " 11 "	1 " " " " 3 "
1 Chestnut Horse aged 7 "	1 Brown Mare " 2 "
1 Brown Mare " 4 "	2 " " " " " 1 " each

Carts &c.

2 Scotch Carts	1 S. B. Box Sleigh.
1 Hay Cart	4 Cutters
1 Q. Hay Waggon.	3 Carriages
1 B. Sleigh.	1 Spring Cart.

Harness.

1 Set H. G. Harness.	2 Sets P. B. Harness.
2 " S. " "	2 " Light. "

Baskets and Measures.

4 Bushel Baskets.	1 Half Bushel Measure
12 1/2 " " "	1 P. R.

4 Buffalo Robes.

Grain.

200 Bushels of Oats.	50 Bushels of Potatoes.
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10 Bushels of Peas.

1 Ton "Moulée"

Lachine 13th March 1896.

Acknowledged as true, signed & paraphrased herein, by the Parties to a Lease passed and received before M^{re} L. Forest Notary at Lachine, on the thirteenth day of March eight hundred and ninety six, under N^o 5546. according to the mention made in said Lease, to which the present List or Inventory is annexed to become part thereof.

Signed E. Dawes.

" Albert Frederick Dawes.

" L. Forest N.P.

A.

a true copy of the original remaining of
record in my office. J.

Forest
A. J. C.

No 33216

13th March 1896

Lease
By

Mrs. Elizabeth Dawes

to

Mr. Wm. J. Dawes.

Wm. J. Dawes