

This Indenture made the thirtieth day of October
in the year of our Lord one thousand, seven hundred and ninety
two, Between Edward William Gray, Esquire, Sheriff of the
District of Montreal, in the Province of Lower Canada, of the one
part, and John M. Gill of the City of Montreal, in the said
Province, Merchant, of the other part. Whereas by a certain
Judgement of His Majesty's Court of Common Pleas for the
said District of Montreal, rendered in a certain Cause lately
depending in the said Court, wherein Richard Dobie and
Alexander Henry, Trustees to the Estate and effects of Alexander
Hay were Plaintiffs, and Joseph Bindon late of Montreal, Defendant,
and the said Edward William Gray, one of the Trustees to the
Estate and effects of the late Samuel Judah of the same place,
Merchant, deceased, was Garnishee, bearing date the thirty first
day of May, in the year of our Lord one thousand seven hundred
and ninety one, it was, amongst other things, ordered that a
house and lot of ground situate in Saint Paul's street, in the
Town of Montreal, which were purchased by the said Samuel
Judah from Alexander Hay, as acting for and on the behalf of
the Defendant Joseph Bindon, in the possession of the said Trustees,
on which there remained due of the purchase money thereof, the
sum of eight hundred and seventy five pounds, current money
of the Province, with Interest from the month of September, one
thousand, seven hundred and eighty two, and for the payment
whereof the said premises were mortgaged, should be sold by
the said Edward William Gray, after being advertised in the
manner prescribed by law for the sale of real property by execution,
and that the monies arising from the said sale, or such part
thereof as might be sufficient to satisfy the Judgement given
in the said Cause, should be paid to the Plaintiffs for and
towards satisfying the same; and whereas the said Edward
William Gray in pursuance of the said Judgement and by
virtue thereof, did cause the said premises, being a lot or piece
of ground situate in Saint Paul's street, in the City of Montreal
aforesaid,

Original acquisition against Gray's debt & subsequent acquisition acte Substitutio de bonis debitoris & conditions
parties au Contrat de Ven. d'Oct. 30 1795.

J. M. Gill
Edward W. Gray

1130X
T. GREY W.
1742

aforsaid, containing forty nine feet and a half in front and the same breadth in the rear, by the whole depth which there may be to the street or road round the Fortifications of the said City, joining on one side to Etienne Saint Denis and on the other side to Richard Dobie, in the front to the said street Saint Paul, and behind to the said street or road, with the right of building against the Union and the partition wall which separated the said lot of ground from that of the said Richard Dobie, with a store house two stories high and other buildings thereon erected, to be advertised, in the manner prescribed by law for the sale of real property by execution, to be sold and adjudged to the highest bidder, at Sullivan's Coffee house in the City of Montreal aforsaid, on the twenty second day of November last, and the said house and lot of ground being then put up to sale, in the usual manner, the said John McGill being the last and highest bidder became the purchaser thereof, at the price of eight hundred and fifty pounds, current money of the Province of Lower Canada aforsaid, NOW, in order to convey the said premises and to confirm the purchase thereof to the said John McGill, his heirs and assigns, THIS Indenture witnesseth, that the said Edward William Gray, in pursuance of the said Judgement and by virtue thereof, and for and in consideration of the said sum of eight hundred and fifty pounds, to him by the said John McGill, at or before the execution hereof in hand paid, the receipt whereof the said Edward William Gray doth hereby acknowledge, and thereof doth acquit and discharge the said John McGill, his heirs and assigns, hath granted, bargained and sold, and by these presents doth grant, bargain and sell to the said John McGill the said house and lot of ground situate, lying and being as aforsaid, with the appurtenances thereto belonging; and also all and singular the right, title, interest property, claim and demand whatsoever of him the said Edward William Gray of, in and to the same, and every part
and

and parcel thereof. To have and to hold the said house and lot of ground and the appurtenances thereunto belonging unto the said John M. Gill his heirs and assigns, to the only proper use, benefit and behoof of him the said John M. Gill, his heirs and assigns, forever, under such rents, duties and services as the said premises are subject to. In Witness whereof the said parties have hereunto interchangeably set their hands and seals on the day and year first above written.

Sealed and delivered
in the presence of
Fred^l M. Ermtinger
A. M. Gray

Edw. M. Gray



October 16th October 1792

John. McGehee Esq.
The Defendant -
for the said Joseph Darnold
from the said Mary as acting
her coheir by damnel which
situate in Grant's tract
in those and lot of
Joseph Darnold of
the said State of
Rich: Duke & Henr.
District of Montane.



On the first day of February of the year one thousand eight hundred & nine

Before the undersigned public notaries residing in Montreal

personally appeared the Honble James McGill the seller named in the present deed of bargain and sale who confessed and acknowledged to have had and received of and from Hanson Hoyle Will: Henderson & Thomas Gibb the purchasers in the said deed also named the sum of six hundred pounds currency of the province and the interest payable thereon to this day being the first payment of the consideration money mentioned in the said deed which became due and payable on the first day of January last of so much quit

Before the subscribing Public Notaries of the province of Lower Canada residing in the City of Montreal in the said province.

Personally appeared The Honorable James McGill of the said City of Montreal, merchant of the one part, and Hanson Hoyle William Henderson and Thomas Gibb of the same place merchants and co-partners carrying on trade in the name and under the firm of Hoyle Henderson Gibb of the other part.

which said James McGill acknowledged and confessed to have granted bargained sold assigned transferred and made over and by these presents doth grant bargain sell assign transfer and make over from this day hence forth and for ever with promise of warranty against all gifts, dowers, mortgages, substitutions, evictions alienations and other hindrances whatsoever to the said Hanson Hoyle William Henderson and Thomas Gibb present and accepting purchasers for themselves their heirs & assigns by the said Thomas Gibb All that certain emplacement situate in St Paul street in this City with a two story house a vault and other buildings thereon

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well principal as interest - For the use of -

Done & passed at Montreal aforesaid thereon erected bounded in front by the said street on the day and year above written and on one side by Etienne St. Denis Esquire on the other side by Messrs. Parker Gerrard Ogilvy Notaries after being duly read. H. and in the rear by the road of the river side including the space of ground formerly called the chemin de rond within the walls

of the town, with the right of building against the pinion and the partition wall which separates the said emplacement

On the first day of the month of February of the year one thousand eight hundred & ten before the undersigned and every the rights members and appurtenances thereunto belonging all which the

personally appeared said Hanson Hoyle William Henderson and the Honorable James Thomas Gibb declare well to know being in the possession thereof and with which

foregoing deed of bargain & sale they are content & satisfied without any reservation of any part or portion of the aforesaid

& acknowledged to granted bargained and sold premises on the part of the said James McGill who is lawfully

received of and from Hanson Hoyle seized thereof by virtue of good and sufficient titles as having acquired the same, as follows

to wit, two undivided third parts or shares thereof from his late brother John McGill Esquire devised

named the sum of six hundred pounds in and by his last Will and Testament passed

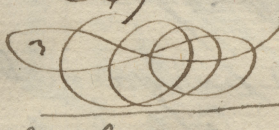
in the said deed mentioned together before

J. A. Gray Notary Public

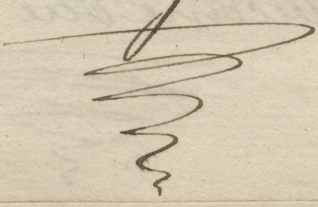
signed James McGill Tho. Barron etc. and the undersigned Notary

Handwritten flourish or signature

together with all and every
the interest due and
payable to the first day
of January last. before J. G. Beck & his colleague, Notaries in
whereof quit &c. Montreal the twenty eighth day of November
without prejudice to the residue as one thousand seven hundred and ninety seven
well principal as the said late John McGill having acquired
interest remaining the same from Edward William Grayloguie
unpaid and under the same from Edward William Grayloguie
atisfied For Muroc. Sheriff of the District of Montreal by Deed of
Done and passed at Montreal sale bearing date the thirteenth day of October
aforesaid on the day and year above written and signed with us the said
Notaries after having been duly read, signed James
McGill, Thos. Barron &c. and the undersigned Notary.

Esquire

J. A. Gray Not. pub.

and the remaining one undivided third part
a share thereof from his late brother Andrew
McGill, as residuary devisee and legatee of his
last Will and Testament holograph dated
at Montreal the ninth day of October one
thousand eight hundred and four deposited
in the Office of Jonathan Ab: Gray one of us
the said Notaries the said one undivided
third part or share having been devised to
the said late Andrew McGill in and by the
last Will and Testament above mentioned of
the said late John McGill and the space of
ground formerly called the chemin de rood
by deed of conveyance from the Commissioners
for removing the old walls and fortifications
of Montreal passed before L. Chaboillez and
C. Prevost Not. the second day of September
one thousand eight hundred and five which

 (said)

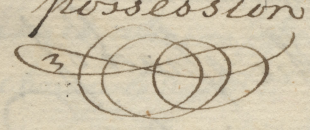
said deed of conveyance and the deed of sale from the Sheriff with the other titles appertaining to the above described property were immediately delivered over to the said Thomas Gibb

whereof quit &

The aforesaid premises depending and holding of the Seigniorie of the Island of Montreal and subject to the payment of such cens & rentes towards the domain thereof as may be legally due and owing thereto but which the said parties cannot at present ascertain, the aforesaid granted bargained and sold premises however being free and clear of all arrears of cens & rentes up to this day and of every other charge burden and incumbrance as the said James McGill now hereby declares: to have hold use and enjoy the aforesaid granted bargained and sold premises with their and every of their rights members and appurtenances unto the said Hanson Hoyle William Henderson and Thomas Gibb their heirs & assigns for ever as their own proper freehold for ever by virtue of these presents, and to enter upon and to take of these aforesaid premises from this day and continue henceforth, subject to the payment of the present rent to become due and be payable on the



first

possession


Le présent acquiescement ayant payé ses droits En partie lems de Sainte Duburgus, Les
quels droits n'ont été obtenus que depuis le terrain sur les vingt Toises, Sans préjudice
l'aux droits du Seigneur sur les vingt Toises, acte subséquent le 20 Jbr 1710 des clauses

Et conditions portées au contrat de Concession
A Bornes

first day of November next and the first
day of May following at which time the
said rent will cease, without prejudice
to the interest upon a part of the consideration
money hereinafter mentioned

The present grant bargain and sale
is made in manner as aforesaid, subject only
to such Seigniorial rights duties and services
as may in future arise and become due
and payable thereon, and for and in
consideration of the sum of one thousand
eight hundred pounds current money of
the said Province of Lower Canada to become
due and be payable to the said James McGill
his heirs or assigns, as follows to wit, six
hundred pounds part thereof on the first
day of January now next ensuing without
interest, six hundred pounds more thereof on
the first day of January one thousand eight
hundred and ten and six hundred pounds
more in full payment and satisfaction
thereof on the first day of January of the
year following one thousand eight hundred
and eleven, with interest on the above two
last payments from the said first day of
January next at the rate of six per cent per

annum

annum until actual payment. on pain &
and for security whereof as well principal
as interest the said Hanson Hoyle, William
Henderson and Thomas Gibb have and do
hereby specially bind obligate mortgage and
hypothecate all and singular their real and
personal property present and future and
particularly the hereby granted bargained
and sold premises without one obligation
derogating from the other. —

And in consideration of the premises
the said James McGill doth hereby transfer
and set over to the said Hanson Hoyle William
Henderson and Thomas Gibb all rights of
property claim title interest demand seizure
possession and other rights whatsoever, which
the said James McGill can have demand
or pretend in or upon the aforesaid granted
bargained and sold premises of which he
hereby divests himself in favor of the said
Hanson Hoyle William Henderson and Thomas
Gibb consenting and agreeing that the said
Hanson Hoyle William Henderson and Thomas
Gibb be and remain seized and invested with
the full and entire possession thereof as of right
and for that purpose hereby constituting the
bearers

Before the Subscribing Public Notaries
for the Province of Lower Canada residing
in the City of Montreal.

Personally Appeared The Honorable
James McGill of the said City of Montreal
Esquire, who did and doth hereby acknowledge
and confess to have had and received of and
from the Assignees & Trustees to the Estate
of Mess^{rs} Hoyle Henderson & Gibb lately
trading at the City of Montreal aforesaid as
Merchants the full sum of Six hundred
pounds current Money of the said Province
of Lower Canada being the rest and residue
of the Consideration Money of a certain
Emplacement situate in St. Pauls Street
in this City with a two story Stone house, a
Vault and other buildings thereon erected by him
the said James McGill sold and assigned
unto the said Hoyle Henderson & Gibb in and
by a certain Deed of Sale made and executed
before the late J. A. Gray Esq. and his colleagues
Notaries in Montreal bearing date the
Seventeenth day of September one thousand
eight hundred and eight, with the
interest due and payable thereon up to
this day of which said sum of Six hundred
pounds and the Interest due and payable
thereon as aforesaid and of and from the
same and every part and parcel thereof
doth hereby acquit release exonerate and
discharge the said Hoyle Henderson & Gibb
their and each of their several heirs executors
administrators and all
others for ever by writing in these presents
The said Deed of Sale being herein and
hereby acquitted and discharged of and
from

from the full and entire consideration
therein mentioned and contained.

For Thus &c.

Done and passed at the said City of
Montreal in the Office of Henry Griffin one
of the said Notaries the twelfth day of
January in the year of our Lord one thousand
eight hundred and Thirteen in the forenoon
and signed by the James McGill with us
the said Notaries on the original minute
to remain of record in the said Office after
having been duly read. // signed //
James McGill. Tho. Barron N.P.

(and signed) H. Griffin Not. pub.

(A True Copy of the original)

H. Griffin
Not. pub.

bearers of these presents his Attornies and
giving them all necessary power & authority
to that effect. For thus &c. and for the execution
of these presents and of every the premises
the said parties have elected their domicile
at their places of abode in this City
at which places &c. Notwithstanding &
promising & obliging & Renouncing &
Done and Passed at Montreal aforesaid
in the Office of Jonathan A. Gray one of us
Notaries the seventeenth day of September
in the year of our Lord one thousand eight
hundred & eight in the forenoon and signed
by the said parties with us the said Notaries
on the original minute to remain of record
in the said Office after having been duly
read according to Law. signed on the said
original James McGill, Thomas Gibb
Tho: Barron N.P. and the undersigned
Notary.

J. A. Gray Not. pub.
3

14 Sept. 1808

Deed of Sale

to the Honble J. A. McQuinn

of the County of St. Charles

County of St. Louis

in consideration of money

paid to the said

James A. McQuinn

the sum of \$2000

the said

J. A. Gray

Before the Subscribing Public
Notaries for the Province of lower Canada, residing
in the city of Montreal

Personally appeared Etienne Rivard
St Dizier Esq Merchant in this city, on the one
part, and Messrs Hanson Goye William Henderson
& Thomas Gibb Merchants and Copartners, also
residing in this city, trading under the firm of
Goye Henderson & Gibb, of the other part, which
said parties requested of us the said notaries to
receive the following act

That is to say, whereas the said Goye
Henderson & Gibb are desirous to acquire and
have the right of Mitoyente in the wall of
separation, mur de cloitre, between them and
the said Etienne Rivard St Dizier, the
said wall of separation beginning from the
corner of the house of the said St Dizier
situate in St Paul street, running to the
wall of formerly the fortifications of this town,
& in as much that the said parties have agreed
to submit the matter unto experts who have
made their report in writing, which said report
being first acknowledged just and faithful
and duly signed by the said parties and
paraphed by the said notaries, he
verictur, remains hereunto annexed
Now these presents witness that the said parties
hereto do approve the said report and in consequence
the wall therein particularly mentioned and
measured shall from this day henceforth and
for ever, a perpetuite be held taken and reported.

i.e. the mitoy-
ennete of the
St. Dizier house
wall down to the
Fortification Wall
(N.B. The house
wall itself was
mitoyen with St
Dizier in 1774
(previous).)

MS 435/2/5
CH157.S27

mitoyen

mitageu between the said Etienne Sward
St Dizier and the said Joseph Henderson
& Gibb their and each of their Heirs Executors
administrators and assigns provided always
that the said parties shall be held & obliged
in common and by halves to uphold and
repair the said wall for ever, when it shall
become necessary agreeable to the laws and
usages of this Province. —

And the said Joseph Henderson & Gibb
do promise and agree instanter to pay unto the
said Etienne Sward St Dizier the just
half and morety of the price of the value
of the said wall mentioned and expressed
in the said report and other subsequent costs
thereon mentioned in and by virtue of these
presents for thus &c Promising & obliging
Renouveau & Dore and passed at the
city of Montreal, at the office of Dupin
the fourth day of August, in the year one thousand
eight hundred & nine and signed by the said
parties and us the said Notaries these presents
having been first duly read. —

(Signed) Etienne St Dizier

(Signed) John W. Delisle Notary

(Signed) Joseph Henderson Gibb

(Signed) Dupin Notary

Rapport arbitral de Messieurs Francois Xavier
Daveluy dit Larose et Jean Baptiste Lafucain
maître maçon, concernant des ouvrages en maçonnerie
entre Etienne Nivard St Dizier, Cor, et Messieurs
Glyde Henderson & Gibb -

Le mur dont est question contient
 Dans les fondations 52 ^{1/2} pds long^r 4 pds hauteur & 3 pds épais^s
 Mas de terre — 52 — do — 21 — do — 2 — do

Toises
 — 8 — $\frac{2}{3}$
 30 — $\frac{1}{3}$

total 39 toises

Et nous estimons la maçonnerie valant vingt
quatre livres la toise, trente neuf toises à vingt
quatre livres ancien cours font trente neuf
livres courant. — Montreal le 4 Juillet 1809

Endorsements

A F. X. Daveluy Larose Expert 5/1
 A Jean Baptiste Lafucain - Expert 5/1
 A J. Charland, Cor pour le tirage - 10/1

(Signed) J. B. Lafucain
 (Signed) F. X. Daveluy
 (Signed) Louis Charland

The present subscribed by the parties
mentioned in the above report, and paraphrased
in verbatim by the subscribing Notaries to
remain annexed to an act entered and between
them of this date, Montreal fourth day
of August one thousand eight hundred

L

C. nine.

(Signed) John Will Delisle. N.P. (Signed) Etienne H. D'Amour

(Signed) Hays Henderson J.B.

(Signed) L. Lukin J.B.

We the Prothonotaries of the Court of
King's Bench for the District of Montreal
do hereby certify that the foregoing
is a true copy of the original found
amongst the notarial Records of
the late Pierre Lukin in his life
time of the City of Montreal
Notary Public the said Notarial
Records being deposited in the
Archives of the said Court -
Montreal 19th August 1824

Midwinters Mon Will

4th August 1809.

By Agreement

Walter Henderson

W. Galt and E.

A. S^r Deviser Granby

to the former the

right of mitorgen

to the walk joining

them produces

Mitorgen Walk.

Inventorised G. 2. Tho

2nd May 1803.

Walter Henderson

P. Lubin 1809

le 10 May, 1774.

Vente par S^r Anger
au
Sieur Bindon

N^o 4208.

Pardevant les notaires Royaux de la province de Quebec
residents à Montreal soussignés furent presents Dame
Catherine Lemire et Barbolet, veuve du Sieur Jean B^{te} Anger
et commune en biens avec lui, demeurante en cette ville, Sieur
Louis Caville negociant de cette ville et Demoiselle Catherine
Anger son Epouse qu'il a diuement autorisé à l'effet des pre-
sentes faisant tant pour eux que faisant et se portant fort
du Sieur Jean B^{te} Anger actuellement à l'Isle Jesus, et du
Sieur Jacques Terras Negociant à Quebec et Dame Elizabeth
Anger son epouse pour lesquels le dit Sieur Caville s'oblige
de faire valifier ces presentes incessamment et de fournir acte
en bonne forme au l'acquerreur ci apres nommé, et Sieur
Jean B^{te} Blondeau, negociant de cette ville au nom et comme
Procureur fondé du Sieur Philippe Dejean et Dame Louise
Anger son epouse demeurant au Detroit, suivant leur
procurations en date du neuf septembre mil sept cents
soixante onze demeurée annexée à la minute d'un acte
de partage fait entre les dits heritiers Anger le dix avril
mil sept cents soixante deux, les dits sus nommés heritiers
chacun pour un quart du d^e feu Sieur Jean B^{te} Anger,
lesquels es dits noms ont par ces presentes volontairement
vendu cedé quitté transporté et delaisé dès maintenant
et a toujours promis et promettent chacun à leur regard
quarantir de tous troubles dettes hypothèques et tous
autres emphechemens quelconques au Sieur Joseph
Bindon Negociant de cette ville à ce present et acceptant
acquerreur pour lui ses heirs et ayant causes à l'avenir
C'est à sçavoir un terrain avec les murs d'une maison
incendiée sur icelui situés en cette ville rue S^t Paul, de la
contenance de quarante neuf pieds et demi de large, et de
pareille largeur dans le derriere sur toute la profondeur
qu'il peut avoir Jusqu'au chemin de ronde Des fortifications
de cette ville, joignant d'un coté à la maison du Sieur
S^t Dizier et d'autre coté à ellons Meziere, notaire, d'un
bout pardevant à la d^e rue S^t Paul et d'autre bout par
derriere au dit chemin de ronde, avec le droit d'appuy
au pignon de la maison du Sieur S^t Dizier, et de
mitoyenneté dans le mur de cloture qui separe le dit
terrain d'avec celui du d^e ell^e Meziere, ainsi que le tout
se pour sçit et comporte et étend de toutes parts sans en
rien excepter et auquels dits vendeurs le tout appartient pour
leur

Angers heirs
Procurator 1771

Partage 1772

sell

to Jos. B.

The McGill property
with walls of burnt
house (of Anger?)
as it was on 10 May
1774.

St. Dizier
mitoyen on West

de Meziere mitoyen
on East.

MS 435/2/11
CH158. S28

J. B. Angers.
 acquired of
 from Charles
 Henry & his
 wife Charlotte
 Cuillerie, by
 sale in 1764
 (8 August)
 before P. Panet
 N. P.

See the Livre
 Terres of the
 Seminary

Price 6000 schellins
 (lives?)

leur estre echu, sçavoir à la dite Dame veuve Anger pour moitié
 comme Commune en biens avec son defunt mari, et aux dits
 héritiers pour l'autre moitié en qualité d'héritiers du dit feu
 Sieur Jean M^{re} Anger leur pere, lequel avoit acquis le dit
 terrain du Sieur Charles Henry et Dame Charlotte Cuillerie
 son épouse par contrat passé devant Pierre Panet l'un des
 notaires soussignés le huit aout, mil sept cent soixante et
 quatre, expédition duquel dûment enquisiné par M. Brassier
 ptu a été presentement remise au d^e Sieur acquereur avec
 les anciens titres de propriété et la dernière quittance de M^{re}
 Brassier procureur du Seminaire. La presente vente ainsi
 faite à la charge par le d^e acquereur de payer à compter de
 ce jour les cens rentes et droits seigneuriaux dont led^e terrain
 peut estre tenu envers les Sieurs Seigneurs de cette Isle, quitte
 néanmoins des arrerages du passé jusqu'à ce dit jour, et en
 outre moyennant le prix et somme de six mille schellins de
 cette province que le d^e acquereur promet et s'oblige payer aux
 vendeurs, sçavoir moitié dans tout le cours du mois de Juillet
 prochain, et l'autre moitié dans tout le cours du meme mois
 de l'année prochain mil sept cent soixante quinze le tout
 sans interets, pour sureté duquel payement le dit acquereur
 a soumis obligé affecté hypothéqué aux dits vendeurs tous
 envers chacun ses biens meubles et immeubles et spécialement
 le terrain et mezure presentement vendu sur lesquels les dits
 vendeurs reservent leur hypothèque special comme bailleurs
 de fond, une obligation ne dérogeant à l'autre, et aux con-
 ditions susdites les dits vendeurs ont transporté au dit acq-
 reur tous les droits de propriété et autres quelconques qu'ils
 pouvoient avoir et prétendre sur le d^e terrain et ses dependances
 consentant que le d^e acquereur en jouisse fasse et dispose
 comme bon lui semblera, et en outre en bonne saisine et pos-
 session. Ceci ainsi &c. Promet. &c. obligé. &c. Fait et passé
 au d^e et d'entre en l'etade l'an mil sept cent soixante quatre
 le dixieme Jour de may avant midi, et ont les parties signé
 après lecture faite. ainsi signé à la minute

J. M^{re} Blondeau
 Cavilhe

Veuve Anger
 Anger Cavilhe
 Jos. Bardon

Et plus bas.

Languinet notaire
 avec paraphe.

P. Panet notaire
 avec paraphe

Collationnée et vérifiée sur l'original trouvé au notariat
 de M^{re} Panet, notaire, depuis au Greffe de l'Evêque de Blainvilliers
 Commune ou District de Montbrun, et délivrée pour servir de copie
 à l'Archives de la dite Cour.
 M^{re} Blondeau 2.6
 Cavilhe 4.
 1776.

[Handwritten signature]

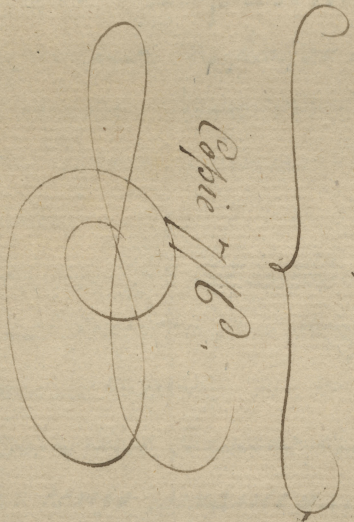
le 10^e May, 1774

Monte par les Administrateurs Angers

à

Monsieur Joseph Buisson

Copie 7/6.



Before the undersigned Notaries residing in the City of
Montreal in the Province of Lower-Canada.

Personally Appeared The Honorable
Joseph Delongueuil and John Richardson of the City of Montreal
Esquires two of the Commissioners appointed by His Excellency
Sir Robert Shore Milnes Baronet Lieutenant Governor of the
Province of Lower Canada by Letters Patent under the Great Seal
of the said Province, bearing date at the Castle of Saint Lewis
in the City of Quebec in the said Province the second day of October
in Year of our Lord one thousand eight hundred and two for the
execution of an act passed by the Legislative Council and assembly
of the said Province in the forty first Year of the Reign of our
Sovereign Lord George the third by the grace of God of the united
Kingdom of Great Britain and Ireland King Defender of the
Faith and assented to by His Majesty in his privy Council upon
the seventeenth day of April one thousand eight hundred and two
Intituled. "An act for removing the old walls and fortifications
that surround the City of Montreal, and otherwise to provide for
the salubrity Convenience and Embellishment of the said City"
of the one Part.

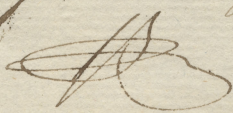
And the Honorable James McGill of the said City of
Montreal Esquire of the other Part.

Which said Joseph Delongueuil and John Richardson
Commissioners as aforesaid and Hon^{ble} James McGill, in the
presence of us said Notaries did and hereby do declare that it
had appeared to them the said Commissioners acting under
and by virtue of the said Commission that it will not be
Necessary for the purposes of the said act to require the aban-
donment of a certain lot and premises, situate lying and being
in the said City of Montreal containing Seventeen Toises and
one third of a Toise bounded and abutted as follows, in front
by the present wall along the river, behind to the said Purchaser

on the North east side by Messrs. Parker Gerrard Ogilvy & Co. and on the South west side by Etienne S. L'izier Esquire.

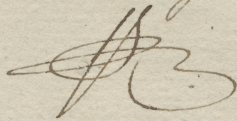
That the said lot and premises form a part of the lands reserved for the fortifications heretofore built and erected around the said City of Montreal and in the said act mentioned and are now and for ten years last past have been in the wrongful occupation of the said James McGill Esq. That they the said Commissioners under and by virtue of the powers and authority in them vested in and by the said act, have caused a valuation to be made of the said lot and premises, by the oath of twelve Jurors being disinterested house Keepers in manner and form as in and by the said act is directed and required, and that the amount of the estimate and valuation of the said lot and premises so made as aforesaid by the said Jurors, is the sum of Twenty six pounds Current Money of this Province they the said Jurors having estimated and valued the said lot and premises at the rate of Sixty Shillings per Toise. That the said Hon. James McGill is desirous to become the purchaser of the said lot and premises and that no person has offered a higher price for the same.

And whereas by an act passed by the Legislative Council and assembly of the said Province of Lower Canada in the forty fifth year of his Majesty's reign intituled "an act to continue for a limited time the powers granted to Certain Commissioners by an act intituled an act for removing the old walls and fortifications that surround the City of Montreal and for extending the said powers in Certain Cases," the said Commissioners are empowered to sell by private Bargain or otherwise Certain parcels of land, where the same in point of limits or local situation shall be such as not to afford a reasonable prospect of obtaining a fair price therefor by any public Auction; and as a Certain lot beyond the Curtain adjoining the lot first above described containing thirty one Toises and five sixths of a Toise bounded to the South east by a line drawn by Lewis Charland Land Surveyor, being the boundary of the said lot along the river S. Lawrence, on the North east side by Messrs. Parker Gerrard Ogilvy & Co. and on the South



west side by Etienne S. Dizier Esquire, does not appear in the opinion of the said Commissioners likely to produce a fair price if disposed of by public auction; and the said Hon.^{ble} James McGill being desirous to purchase the same has agreed with the said Commissioners to pay the sum of forty seven pounds fifteen shillings Current Money of the said Province being at the rate of Thirty shillings per Tonne.

And whereas His Excellency Sir Robert Shore Milnes Baronet Lieutenant Governor of the said Province of Lower Canada, under and by virtue of the said Act, hath been pleased to direct that such parts of the lots which have heretofore been Ceded to His Majesty by the Company formerly stiled the Ancienne Compagnie de la Nouvelle France and may be sold by the said Commissioners, shall be holden of the Crown en roture as appears by an entry in the Journals of His Majesty's Executive Council of this Province made on the ninth day of March 1765. Wherefore in the presence of us said Notaries, the said Joseph Delonqueuil and John Richardson Esquires Commissioners aforesaid (being lawfully seized of the said lots and premises under and by virtue of the said Acts) by virtue of the powers in them vested by the said Acts, did and by these presents do grant, bargain sell, assign transfer and make over unto the said Hon.^{ble} James McGill Esquire, being so as aforesaid a party to these presents, and in person accepting thereof as purchaser for himself his heirs and assigns the above described lots and premises with every part and parcel thereof, and all and each and every the Members and appurtenances thereunto belonging, and in any wise appertaining without any reservation whatsoever of any part or portion of the aforesaid lots and premises hereby sold and conveyed or intended so to be, on the part of them the said Commissioners, all which the said Hon.^{ble} James McGill for himself his heirs and assigns in the presence of us said Notaries did and hereby doth accept and therewith doth and hereby doth declare to be fully content and satisfied. The said lots and premises hereby sold and conveyed, being dependent upon, and for ever hereafter to be holden en roture of the Domain of the Crown, Charged with the Payment of the sum of one penny yearly and every year to His Majesty his heirs and successors as droit de cens and with lods & ventes whenever and so often as by law the same may be demanded and all other seigniorial rights, according to the laws of the Province



of Lower Canada. Provided always that the Cods & Rentes, which at any time hereafter shall be paid to His Majesty his heirs or Successors, for by reason or upon any Mutation of the said lots and premises, (whatever be the improvements which thereon may be then made or erected) shall in no instance exceed the Sum of Two pounds three Shillings and four pence being one twelfth part of the aforesaid Sum of Twenty six pounds the amount of the Estimation or Valuation of the lot herein first described so as aforesaid made by the said Jurors; and the sum of three pounds Nineteen Shillings and seven pence, being one Twelfth part of the sum of forty seven pounds fifteen Shillings, the amount agreed to be paid for the second lot described so as aforesaid, any thing to the contrary notwithstanding.

The present Grant and Conveyance being made in manner aforesaid, subject to the said Seigneurial rights and for and in Consideration of the sum of Twenty six pounds for the first lot and the sum of forty seven pounds fifteen Shillings for the second lot herein before described, Making together the sum of seventy three pounds fifteen Shillings, in deduction whereof the said Commissioners in the presence of us said Notaries did and hereby do acknowledge to have received of and from the said Hon. James McGill the sum of Twenty four pounds eleven Shillings and eight pence by the same having been paid into the hands of Lewis Chabillez Esquire their Treasurer, being one third of the said sum of Seventy three pounds fifteen Shillings and of and from the said sum of Twenty four pounds eleven Shillings and eight pence so received as aforesaid the said Commissioners in the presence of us said Notaries did and hereby do acquit, release and forever discharge the said Hon. James McGill his heirs Executors Curators and assigns forever, and the remaining sum of forty Nine pounds three Shillings and four pence being two thirds of the said sum of Seventy three pounds fifteen Shillings the said Hon. James McGill in the presence of us the said Notaries did and hereby doth promise and undertake to pay to the said Commissioners and into the hands of their Treasurer to wit the sum of Twenty four pounds eleven Shillings and eight pence being one remaining third part of the aforesaid sum



of Seventy three pounds fifteen shillings within the space of Twelve
Calendar Months next after the date of these presents. And the
further sum of Twenty four pounds eleven shillings and eight
pence being the remaining third part of the said sum of seventy
three pounds fifteen shillings within the space of twenty four
Calendar Months next after the date of these presents without
Interest. And for securing the payment of the said sum of forty
nine pounds three shillings and four pence so remaining to
be paid in Manner aforesaid, the said Hon.^{ble} James McGill in
the presence of us said Notaries did and hereby doth bind
Mortgage and hypothecate all and every his goods and Chattels
lands and tenements, which he now doth own, or may
hereafter acquire, and especially the lots and premises hereby
sold and Conveyed and every part thereof, Expressly stipula-
ting and declaring that the general Mortgage hereby Created
shall not derogate from the Special Mortgage hereby Created
and that the Special Mortgage hereby Created in the like
manner shall not derogate from the general Mortgage
hereby Created.

And in the presence of us the said Notaries, it was and hereby is
expressly Covenanted and stipulated by and between the said
parties to these presents that from and within five years after the
date of these presents the said Hon.^{ble} James McGill his heirs or assigns
shall build and after keep and maintain in good repair, at his
or their own proper Costs and expence, a Stone wall upon the second
lot and premises hereby sold, which wall shall make the boundary
along the river S. Lawrence, and be built in Conformity to the line
drawn by the said Louis Charland surveyor, and shall not be less
than Eight feet in height above the level of the ground, and shall
not be less than two feet thick. And further that the said Hon.^{ble}
James McGill his heirs and assigns shall between him and his
Neighbours on each side of the said lots and premises hereby
sold and Conveyed build and maintain the half of a wall of
separation, which wall shall not be less than two feet thick and
not less than eight feet in height above the level of the ground
under the penal sum of fifty pounds.

And in Consideration of the premises the said Commissioners
by virtue of the powers in them vested, under and by virtue of

the said act in the presence of us said Notaries did and hereby do transfer and set over to the said Hon^{ble} James McGill his heirs and assigns all right of property Claim Title, Interest demand Seizin and possession and all other rights whatsoever of in, to, or upon the said lots and premises, of which they hereby divest themselves in favor of the said Hon^{ble} James McGill his heirs and assigns, Consenting and agreeing that the said Hon^{ble} James McGill his heirs and assigns, from henceforth shall be and remain seized and Invested with the full and entire possession of the said lots and premises hereby sold and Conveyed and of every part and parcel thereof, to have and to hold the said lots and premises so sold and Conveyed with the rights members and appurtenances unto the said Hon^{ble} James McGill his heirs and assigns as his and their property for ever by virtue of these presents. And for the execution of these presents the said Hon^{ble} James McGill hath elected his domicile at the Court house in the City of Montreal at which place &c Notwithstanding &c Promising &c Obliging &c Renouncing &c done and Laped at Montreal the second day of September in the year of our lord one thousand eight hundred and five, and signed by the said Parties with us said Notaries these presents being first duly read to them according to law. As it appears on the original of record in the office the said original thus signed J^r de Longueuil, John Richardson, James McGill, Ch^l Prevost N. P. and the subscribing Notary,

J. Chabouillet

Received from the Hon^{ble} James McGill Esq^r the sum of Twenty four pounds eleven Shillings and eight pence Current being the second installment on account of the fortification ground by him purchased by the foregoing Deed Montreal December 16th 1806.

J. Chabouillet Treasurer

Received from the Hon^{ble} James McGill Esq^r the sum of Twenty four pounds eleven Shillings and eight pence Current Money of this Province being for the third

and last installment and in full for the purchase
Money of the fortification ground in the said Island
mentioned. Montreal the Third Day of December
of the Year one thousand eight hundred and seven

J. Chabouilly
Secretary

September 2^d 1805.

Deed of conveyance from the
Commissioners for removing
the old Walls and fortifications
of Montreal

to
The Hon. James M. Smith Esq.

Copy for Hon. J. M. S.
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