

On this day the Twenty first of February in
the year of Our Lord, one thousand eight hundred
and thirty Two.

Before us the undersigned Notaries Public, duly
commissioned and sworn, in and for the Province of
Lower Canada, residing in the City of Montreal, in
the County of Montreal, in the district of Montreal, in
the said Province.

Personally came and appeared Catherine Grant,
widow of Jacob ~~William~~ Jordan late Lieutenant
Colonel in His Majesty's Service and Jacob Dohie Jordan
sole survivor of the children of the marriage of the
said Catherine Grant with the said late Jacob Jordan
both residing in Colshill street Chelsea in the County
of Middlesex in England, by their attorney Samuel
Bernard of the said City of Montreal, Esquire, testified
by his being a party hereto and signing these presents,
duly and specially authorized by them for all and every
the effects hereof under and in virtue of the power of
attorney bearing date at London on the Twentieth day
of August last, and herewith annexed for reference and in
corroboration of these presents, who have 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, guarantee against
all gifts, dowers, mortgages, substitutions, alienations
disturbances troubles and other hindrances whatsoever
to John Macdonell and John Kew both of Montreal
aforesaid

aforsaid here present and accepting thereof as well for
themselves as for and on behalf of James Holmes now
absent from this Province, their copartners in trade doing
business together at Montreal aforsaid as Merchants
and traders under the name, style and firm of
Maidonell Holmes & Kerr, and their heirs and assigns
that is to say, all and singular that certain lot of
Ground or emplacement situate, lying and being in
the said City of Montreal bounded in front by Saint
Paul Street in the rear by the property of the Honorable
Roderick McKenzie, on one side partly by the properties
of one Cajetan, one Cunningham and the representatives
of the late Simon McSarsch Esquire and on the other
side by Saint Gabriel Street with a house and buildings
thereon erected, with all and every the members and
appurtenances thereunto belonging, of all which the
said purchasers declare to have a perfect Knowledge
having occupied the same for several years now
last past and still continue so to do as lessees thereof,
and therewith are content and satisfied, without
any reservation of any part, or portion, of the aforsaid
bargained and sold premises, on the part of the said
Catherine Grant and Jacob Dobe Jordan who
lawfully became seized thereof under and in virtue
of a grant or donation from the late Richard Dobe, in
his life time of the said City of Montreal, Esquire, in
and by the marriage contract passed between the said
Catherine Grant and the said late Jacob Jordan -
before Notaries Public, on the nineteenth day of
August

offer de la
rente

August which was in the year of our Lord one thousand seven hundred and ninety three, the same having been duly Insinuated at the office of the Prothonotaries of the Court of King's Bench of and for the said District of Montreal; the said lot of ground or emplacement and premises belonging to the said late Richard Dobie by divers actes heretofore made and executed by the late Pierre Meziere, Esquire in his life time Notary Public, and his colleague and more especially by that certain acte executed on the fifth day of August, one thousand seven hundred and sixty five, from Francois L'Huillier Chevallier and spouse, which said actes were delivered up to the said purchasers at the time of the execution of these presents where with they are satisfied and thereof and therefrom do acquit and release the the said vendors for ever by these presents.

The aforesaid hereby bargained and sold lot of ground or emplacement and premises, depending and holding of the seigniorie 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 lot of ground or emplacement and premises, however, being free and clear of all arrears of cens et rentes, up to the day of the date of these presents and of all Lods et ventes and of every other charge

Charge, burthen, and incumbrance either of Dower
Gift, Mortgage, debt, or other hindrance generally
whatsoever, as the said vendors now hereby declare.
To have, hold, use and enjoy the aforesaid lot of
ground, or emplacement and premises herein before
sold and transferred or mentioned and intended so to be
with all and every their rights, members, and appur-
tenances, unto the said John Macdonell, James
Holmes and John Kerr, their heirs and assigns as
their own proper freehold for ever, by virtue of these
presents, to enter upon and take possession of the
aforesaid lot of ground or emplacement and premises
forthwith, as of right, for thus, &c.

The present bargain and sale is so made in
manner as aforesaid subject only to such seigniorial
rights as shall or may in future arise and become
due thereon, and for and in consideration of the
principal sum of two thousand seven hundred
pounds current money of the said Province which
they the said John Macdonell and John Kerr as
well for themselves as for and on behalf of the said
James Holmes seportant fort pow hui, do hereby
promise, bind and oblige themselves solidairement
one for the whole, to well and truly pay or cause to
be paid to the said Samuel Gerrard accepting thereof
for himself his heirs and assigns in trust, as herein
after mentioned, in and by three even and equal
instalments

Instalments of nine hundred pounds said currency each, payable as follows, to wit. the first whereof in six Calendar months from and after the day of the date of the demise of the said Catherine Grant, and not previous thereto, the second whereof in eighteen Calendar months from and after her said demise, and the third or residuary Instalment in Thirty Calendar months from the day of the date of her demise aforesaid, they the said purchasers paying and hereby agreeing to pay to the said Samuel Gerard upon the said principal sum of money lawful interest at the rate of six percent per annum each and every six months next ensuing the day of the date of these presents until final and perfect payment and acquittal of the said principal or consideration money, which is so made payable to the said Samuel Gerard, his heirs and assigns In trust as aforesaid for and on behalf of the said Jacob Dobie Jordan his heirs and assigns to the end and intent following, that is to say, that he the said Samuel Gerard and his heirs shall and may be held harmless and indemnified of, from and against the surety, caution solidaire with the said Catherine Grant and Jacob Dobie Jordan for the warranty guarantee herein after made and undertaken by and on the part of the said Samuel Gerard

Genard of the said lot of ground or emplacement
and premises to and in favor of the said purchasers,
for without which warranty they the said purchasers
would not have become parties to or entered into these
presents, and upon this further trust that he the
said Samuel Genard and his heirs do and shall
account to the said Jacob Dobie Jordan and his heirs
for the said several instalments when and so soon
as he or they shall have made and furnished other
good and sufficient indemnity or legal proof of his
or their indefeasible right and title in and to the said
lot of ground or emplacement and premises for such, &c.

And for the security of the said purchase or
consideration money they the said purchasers,
Jointly and severally Solidairement do hereby
promise and undertake to lay out and expend in
and upon the necessary repairs or in or about the
betterments and ameliorations of the said lot of
ground or emplacement or of the house and buildings
thereon erected as aforesaid a sum not less than
five hundred pounds said currency the same
to be executed, done and performed within Twelve
calendar months from and after the day of the date
of these presents.

And for the further security of the said consi-
deration money and interest aforesaid they the
said

Said purchasers Solidairement as aforesaid do hereby specially mortgage and hypothecate hypothèque all and singular their and each of their real and Immoveable property present and future, and particularly the hereby granted bargained and sold lot of ground or emplacement and premises the special mortgage in no wise derogating from the general mortgage hereby created.

And in consideration of the premises the said vendors do hereby transfer and set over to the said purchasers all right of property, claim, title, interest demand, Seizin, possession, and other rights whatsoever which they the said vendors can have, demand or pretend to, in or upon the aforesaid hereby bargained and sold lot of ground or emplacement and premises of which they and each of them do by virtue of these presents divest themselves in favor of the said purchasers their heirs and assigns consenting and agreeing that the said purchasers 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 their attorney to whom all necessary power and authority to that effect is hereby given and granted, for thus, &c.

And on his part de son chef the said Samuel
Gerrard

Gerrard, after having had received and taken communication of the bargain and sale before by these presents made and granted doth voluntarily put and place himself surety caution solidaire with the said Catherine Grant and Jacob Dore Jordan for the warranty garantie of the sale of the lot of ground or emplacement and premises herein before made against all substitutions and other hindrances generally whatsoever to and in favor of the said purchasers in the same manner and form to all intents and purposes as if he had been named as principal vendor.

And for the more effectual garantie aforesaid the said Samuel Genau doth hereby renounce to the benefits of division and discussion to which otherwise he would be entitled, for such, &c.

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

Done and passed at Montreal aforesaid the day month and year herein first above written in the afternoon the said parties having hereunto set their names with and in the presence of us Notaries, these presents being first duly read according to Law.
Signed, J. Gerrard, Jns. Macdonell, John Kerr,

C.

C. Hunt Not. Pub.

(Signed) W. N. Crawford N.P.

We the Prothonotaries of the Court of King's Bench in and for the District of Montreal do hereby certify that the foregoing is a true copy of the original in minute found among the Notarial Deeds of W. N. Crawford. (Now absent from this City) Public Notary - the said Notarial Deeds deposited in the Archives of the said Court of which Archives we are the depositaries, Montreal 16th September 1842.
one word erased is null -

Wm. N. Crawford
Notary

270

The 21st February 1832.

Deed of Sale

by
Catherine Grant & al
to
John Macdonell & al

Wm. Sparrow Esq

Jacob Jordan

22 Oct 1832

On this day, the twenty second of October in the year of our Lord one thousand eight hundred and thirty two Before us the undersigned Notaries Public duly admitted and sworn for the Province of Lower Canada dwelling in the City of Montreal in the County & District of Montreal, in the said Province.

Personally came and appeared Samuel Genard, of the said City of Montreal, Esquire, who in his quality of Attorney of Catherine Grant, widow of the late Jacob Jordan, late Lieutenant Colonel in His Majesty's service, and of Jacob Dobie Jordan, sole survivor of the children of the marriage of the said late Jacob Jordan with the said Catherine Grant both residing in Colshill Street Chelsea in the County of Middlesex, England, hath acknowledged and confessed to have assigned transferred and made over and by these presents doth assign transfer and make over from henceforth and forever, with promise of warranty, garantie against all substitutions, alienations evictions, disturbances, troubles and other hindrances whatsoever, to the Honorable Roderick Mackenzie of the village of Senebome, late in the County of Effingham now in the County of Senebome in the said District of Montreal, present hereto and accepting thereof for himself his heirs and assigns that is to say the sum of Two Thousand seven hundred pounds current money of the said Province of Lower Canada,

with

with legal interest thereon from the twenty first day of August last due and owing the said Samuel Genard, as such Attorney aforesaid, by Messieurs John Macdonald, James Holmes and John Kerr, all of the said City of Montreal, Merchants, and Copartners, doing business at Montreal aforesaid under the name and firm of Macdonald, Holmes and Kerr under and by virtue of a deed of sale passed before us Notaries, bearing date the twenty first day of February last past, the said sum being the amount of the purchase or consideration money mentioned in said Deed of sale for the property therein described as follows, that is to say a certain lot of land or emplacement situate, lying and being in the said City of Montreal, bounded in front by Saint Paul Street, in rear by the property of the said Roderick Mackenzie, on one side partly by the properties of one Capitain, one Cunningham and the representatives of the late Simon McTavish and on the other side by Saint Gabriel Street with a House and buildings thereon erected, all of which reference being had to the said Deed of sale remaining of record in the office of M^r. Crawford one of us the said Notaries will fully appear, the said Roderick Mackenzie hereby acknowledging to have received a copy of the same from the said Samuel Genard previous hereto.

So

To have, hold and receive the said sum of Two thousand seven hundred pounds with legal interest thereon from the said Twenty first day of August last unto the said Roderick Mackenzie his heirs and assigns forever as his and their own absolute property. And by these presents the said Samuel Genard doth put, substitute and Subrogate subroge, the said Roderick Mackenzie, his heirs and assigns in all and every the actions, rights of action, privileges hypothecs, general and special, without derogation one from the other now held and acquired by the said Samuel Genard under and by virtue of said Deed of sale, he the said Samuel Genard hereby constituting the said Roderick Mackenzie his attorney with full power and authority in his name, but to and for the use and behoof of him the said Roderick Mackenzie to ask, demand recover and enforce the payment of the said sum of money and the interest due and to grow due thereon as aforesaid and on receipt of the same or any part thereof acquittance, and other good and sufficient discharges to give and grant in due form of Law.

The present transfer and assignement is so made as aforesaid by the said Samuel Genard for and in consideration of a like sum of Two thousand seven hundred pounds said currency with legal interest thereon

thereon from the said Twenty first day of August last up to the date hereof to him the said Samuel Gerard paid at and before the execution of these presents by the said Roderick Mackenzie the receipt whereof he doth hereby acknowledge, & thereof and therefrom doth acquit and discharge the said Roderick Mackenzie forever by these presents.

And the said Samuel Gerard with a view to secure to the said Roderick Mackenzie the true and perfect payment of the said sum of Two thousand seven hundred pounds said currency with interest aforesaid by the said John Macdonald, James Holmes and John Kerr doth of his own free will and accord put and place himself surety caution solidaire with the said John Macdonald James Holmes and John Kerr to and towards the said Roderick Mackenzie for the true and faithful payment of the said sum of money and interest aforesaid, as in manner mentioned in said Deed of sale. And for that purpose doth hereby renounce to the benefit of division and discussion to which otherwise he would be entitled.

And for the due performance hereof the said Samuel Gerard doth hereby oblige affect and hypothecate all and every his estates real and

Immoveable

thereon from the said Twenty first day of August last up to the date hereof to him the said Samuel Gerard paid at and before the execution of these presents by the said Roderick Mackenzie the receipt whereof he doth hereby acknowledge, & thereof and therefrom doth acquit and discharge the said Roderick Mackenzie forever by these presents.

And the said Samuel Gerard with a view to secure to the said Roderick Mackenzie the true and perfect payment of the said sum of Two thousand seven hundred pounds said Currency with interest aforesaid by the said John Macdonald, James Holmes and John Kerr doth of his own free will and accord put and place himself surety caution Solidaire with the said John Macdonald James Holmes and John Kerr to and towards the said Roderick Mackenzie for the true and faithful payment of the said sum of money and Interest aforesaid, as in manner mentioned in said Deed of Sale. and for that purpose doth hereby renounce to the benefit of division and discussion to which otherwise he would be entitled.

And for the due performance hereof the said Samuel Gerard doth hereby oblige affect and hypothecate all and every his Estates real and

Immoveable

Immovable present and future.

And for the significations of these presents the said Samuel Genaro doth hereby constitute the bearer hereof his attorney to whom he gives all necessary authority to that effect.

And for the due execution hereof the said parties have elected Domicils at their respective places of abode first above mentioned, where, &c.

Done and passed at Montreal aforesaid the day and year first before written the said parties having hereunto set their names with and in the presence of us Notaries these presents being first duly read according to Law. Signed / S. Genaro,
Rod. Mackenzie, C. Houot Not. Pub.

Stope

(Signed) Wm. Crawford
N.P.

31.10.1832
On this day the Thirty first of October in the year of our Lord one thousand eight hundred and thirty two at the request of the Honorable Rodrick Mackenzie of the Villages of Senebome late in the County of Effingham now in the County of Senebome, in the District of Montreal in the Province of Lower Canada, the assignee in the foregoing Deed of assignment named

Wm

The William N. Crawford one of the undersigned
Notaries thereunto subscribing went to the Office
of Messieurs Maiconats Holmes and Kerr,
Merchants, Situate in Saint Gabriel in the City
of Montreal, where being and Speaking to John
Kerr one of the firm of Maiconats, Holmes and
Kerr aforesaid, did and by these presents do summon
and require the said Maiconats, Holmes & Kerr
to conform themselves thereto in and by the
payment to the said Mackenzie his heirs and
assigns and to no other person or persons of the
purchase or consideration money therein and
thereby assigned together with the interest due
and to grow due thereon from the twenty first
day of August last which said consideration money
and interest was payable to Samuel Gerard
the assignor in the said foregoing Deed of
assignment named, on pain in case of default
by the said Maiconats, Holmes and Kerr in
conforming themselves thereto of again paying
the said consideration money and interest to the
said Rodrick Mackenzie his heirs or assigns
at whereof we have hereby granted to serve and
avail

avail as of Law or right doth thereunto appertain
Thus done and signified at the Office aforesaid
of the said McDonalds Holmes and Kerr the
day and year first above written, true and exact
copies of the said foregoing Deed of assignment
and of these presents having been left with the
said McDonalds, Holmes and Kerr speaking
as aforesaid so that of the premises they plead
not Ignorance

Signed, C. Huot Not Pub.

Signed, W. M. Crawford J.P.

We the Prothonotaries of the Court of Kings
Bench in and for the District of Montreal, do
hereby certify that the foregoing is a true copy
of the original minute found among the
Notarial Deeds of the late Maître William M.
Crawford in his lifetime Public Notary at
Montreal, the said Notarial Deeds deposited
in the Archives of the said Court, of which
Archives we are Depositaraires

Montreal this 11th day of July 1842.

Wm K. Strong J.P. Prothey

I certify that this Deed of Assignment was brought to this Office for registration at full length at Ten minutes past One in the afternoon, on the Seventeenth day of October 1844 and was then duly registered at full length under the Number 2635 at the 293rd page of the 8th Volume of the Register B-

Edw. Dowling
Reg^r Montreal

320.

Vol 22 & p 315th Volume
1832.

Deed of Assignment
by

Samuel Green Esq
as Attorney &c.

to
John de Rodriack & Mar-
tine
2635
1000th St

1832

Mr James
of the
of the
of the
of the

82

1101
293. Page

On this day the twenty first of February, in the year of Our Lord, one thousand eight hundred and thirty two.

Before us the undersigned Notaries Public, duly Commissioned and sworn, in and for the Province of Lower Canada, residing in the City of Montreal, in the County of Montreal, in the district of Montreal, in the said Province.

Personally came and appeared Catherine Grant, ~~widow~~ widow of Jacob Jordan, late Lieutenant-Colonel in His Majesty's service, and Jacob Dobie Jordan sole survivor of the children of the marriage of the said Catherine Grant with the said late Jacob Jordan, both residing in Coleridge Street Chelsea, in the County of Middlesex in England, by their attorney Samuel Bernard of the said City of Montreal, Esquire, testified by his being a party hereto and signing these presents, duly and specially authorised by them for all and every the effects hereof under & in virtue of the Power of Attorney bearing date at London on the twentieth day of August last, and herunto annexed for reference and in corroboration of these presents, who have 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 for ever, with promise of warranty, guarantee against all gifts, dowers, mortgages, substitutions, alienations, disturbances, (troubles) and other hindrances whatsoever, to John Macdonell and John Kerr, both of Montreal aforesaid, here present and accepting thereof as well for themselves as for and on behalf of James Holmes now absent from this Province, their Copartner in trade, doing business together at Montreal aforesaid as merchants and traders under the name, style and firm of Macdonell Holmes and Kerr.

Herr, and their Heirs and assigns, that is to say, all and singular that certain lot of ground or emplacement, situate lying and being in the said City of Montreal, bounded in front by St Paul Street in the rear by the property of the Honorable Roderick McKenzie, on one side partly by the properties of one Cajetan, one Cunningham and the representatives of the late Simon McEavish Esquire, and on the other side by Saint Gabriel Street, with a House and buildings thereon erected, with all and every the members and appurtenances thereunto belonging, of all which the said purchasers declare to have a perfect knowledge, having occupied the same for several years now last past and still continue so to do as lessees thereof, and therewith are content and satisfied, without any reservation of any part or portion of the aforesaid bargained and sold premises, on the part of the said Catherine Grant and Jacob Dobie Jordan who lawfully became seized thereof under and in virtue of a Grant or Donation from the late Richard Dobie in his life time of the said City of Montreal, Esquire, in and by the marriage Contract passed between the said Catherine Grant and the said late Jacob Jordan, before Notaries Public, on the nineteenth day of August, which was in the year of our Lord one thousand seven hundred and Ninety three, the same having been duly insinuated at the office of the Prothonotaries of the Court of King's Bench of and for the said district of Montreal, the said lot of ground or emplacement and premises belonging to the said late Richard Dobie by divers acts heretofore made and executed by the late Pierre Meziere, Esquire, in his life time, Notary Public, and his Colleague, and more especially by that certain act executed on the fifth day of August, one thousand seven hundred and sixty five, from Francois L'Huillier Chevallier and Spouse, which said acts were delivered up to the said purchasers at the time of the execution of

of these presents, wherewith they are satisfied and thereof and there-
-from do acquit and release the said vendors for ever by these
presents. -

The aforesaid hereby bargained and sold lot of ground
or Emplacement and premises, depending and holding of the Seig-
-nion of Montreal and subject to the payment of such cens et
-rentes towards the Domaine thereof, as may be legally due and
owing thereto, but which the said parties cannot at present ascer-
-tain; the aforesaid lot of ground or Emplacement and premises,
however, being free and clear of all arrears of cens et rentes upto
the day of the date of these presents and of all lods et ventes -
and of every other charge, burthen and incumbrance either of
Dower, Gift, mortgage, debt or other hindrance generally whatsoever,
as the said vendors now hereby declare, To Have, Hold, Use
and Enjoy the aforesaid lot of Ground or Emplacement 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 John Macdonell, James Holmes
and John Kerr their Heirs and assigns as their own proper
freehold for ever, by virtue of these presents, to enter upon and
take possession of the aforesaid Lot of Ground, or Emplacement
and premises forthwith, as of right for thus, &c. -

The present bargain and sale is so made in
manner as aforesaid subject only to such seigniorial rights
as shall or may in future arise and become due thereon,
and for and in consideration of the principal sum of
two thousand seven hundred pounds current money of the
said Province which they the said John Macdonell and
John Kerr, as well for themselves as for and on behalf of
the said James Holmes, se portant fort pour lui, do hereby
promise bind and oblige themselves, solidairement, one for the
whole, to well and truly pay or cause to be paid to the said

Samuel

Samuel Gerrard accepting thereof for himself his Heirs and assigns
in trust, as hereinafter mentioned, in and by three even and equal
Instalments of nine hundred pounds said Currency, each —
payable as follows, to wit the first whereof in six Calendar
Months from and after the day of the date of the Demise of the
said Catherine Grant, and not previous thereto, the second whereof
in Eighteen Calendar months from and after her said Demise,
and the third or residuary Instalment in thirty Calendar
Months from the day of the date of her demise aforesaid, they the
said purchasers paying and hereby agreeing to pay to the
said Samuel Gerrard upon the said principal sum of money
lawful interest at the rate of six per cent per annum each, and
every six months next ensuing the day of the date of these
Presents until final and perfect payment and acquittal of the
said principal or Consideration money, which is so made payable
to the said Samuel Gerrard, his heirs and assigns, in trust as
aforesaid for and on behalf of the said Jacob Dobic Jordan
his Heirs and assigns to the end and intent following, that is
to say, that he the said Samuel Gerrard and his heirs shall
and may be held harmless and indemnified of, from and
against the surety, Caution solidaire with the said Catherine
Grant and Jacob Dobic Jordan for the warranty garantie
herein after made and undertaken by and on the part of
the said Samuel Gerrard of the said lot of ground or
Emplacement and premises to and in favor of the said pur-
chasers, for without which warranty they the said purchasers
would not have become parties to or entered into these presents,
and upon this further Trust that he the said Samuel Gerrard
and his Heirs do and shall account to the said Jacob Dobic
Jordan and his heirs for the said several instalments when and so
soon as he or they shall have made and furnished other good
and

and sufficient indemnity or legal proof of his or their indefeasible right and title in and to the said lot of ground or emplacement and premises for such, &c.

And for the security of the said purchase or consideration money, they the said purchasers jointly and severally, solidement do hereby promise and undertake to lay out and expend in and upon the necessary repairs or in or about the betterments and ameliorations of the said lot of ground or emplacement or of the house and buildings thereon erected as aforesaid a sum not less than five hundred pounds said Currency the same to be executed, done and performed within twelve calendar months from and after the day of the date of these presents.

And for the further security of the said consideration money and interest aforesaid they the said purchasers solidement as aforesaid do hereby specially mortgage and hypothecate, hypothèque all and singular their and each of their real and immovable property present and future, and particularly the hereby granted, bargained and sold lot of ground or Emplacement and premises, the special mortgage in no wise derogating from the general mortgage hereby created.

And in consideration of the premises the said vendors do hereby transfer and set over to the said purchasers all right of property, claim, title, interest, demand, seizin, possession and other rights whatsoever which they the said vendors can have, demand or pretend to, in or upon the aforesaid hereby bargained and sold lot of ground or Emplacement and premises of which they and each of them do by virtue of these presents divest themselves in favor of the said purchasers their heirs and assigns consenting and agreeing that the said purchasers be and remain, ouïe & investé with the full and entire possession thereof, as of right and for that purpose hereby constituting the bearer of these their

their attorney to whom all necessary power and authority to that effect is hereby given and granted for thus &c.

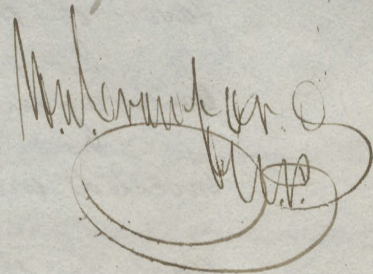
And on his part de son chef the said Samuel Gerrard after having had, received and taken communication of the bargain and sale before by these presents made and granted doth voluntarily put and place himself surety, caution solidaire with the said Catherine Grant and Jacob Dobie Jordan for the warranty garantie of the sale of the lot of ground or Emplacement and premises herein before made against all substitutions and other hindrances generally whatsoever to and in favor of the said purchasers in the same manner and form to all intents and purposes as if he had been named as principal vendor -

And for the more effectual garantie aforesaid the said Samuel Gerrard doth hereby renounce to the benefits of division and discussion to which otherwise he would be entitled for such &c.

And for the due execution of these presents, and of every the premises the said parties have elected their domicile at their respective places of residence above mentioned where &c. promising &c. obliging &c. Renouncing &c.

Done and passed at Montreal aforesaid the day, month and year herein first above written in the afternoon, the said parties having herunto set their name with and in the presence of us Notaries, these presents being first duly read, according to law -

(Signed) S. Gerrard, Mrs. Macdonell, John Kerr, C. Hunt Not. Pub. and W. N. Crawford, St. P. as appears by the original remaining of record in the office of the undersigned -



1792

[Faint handwritten text]

[Faint handwritten text]

[Faint handwritten text]

[Faint handwritten text]

On this day, the Twenty first of February, in the Year of our Lord, one thousand eight hundred and thirty two, Before us the undersigned Notaries Public duly Commissioned and Sworn, in and for the Province of Lower Canada, Residing in the City of Montreal, in the County of Montreal, in the District of Montreal, in the Said Province

Personally came and Appeared, Catherine Grant, Widow of Jacob Jordan, late Lieutenant Colonel in His Majesty's Service, and Jacob Dobie Jordan, sole Survivor of the Children of the Marriage of the said Catherine Grant, with the said late Jacob Jordan, both Residing in Coleshill Street Chelsea, in the County of Middlesex, in England, by their Attorney Samuel Gerard of the said City of Montreal, Esquire, testified by his being a party, hereto and Signing these presents, duly and Special ly authorised by them for all and every the effects hereof, under and in virtue of the Power of Attorney bearing date at London on the twentieth day of August last, and hereto annexed, for Reference and in Corroboration of these presents, who have 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 for ever, with Promise of Warranty, garantie, against all Gifts, Dows, Mortgages, Substitutions, Alienations, Disturbances, troubles & other hindrances whatsoever to Donald Donell and John There, both of

Montreal

Montreal aforesaid, here present and accepting thereof, as well
for themselves, as for and on behalf of James Holmes, now absent
from this Province, their Co-partner in Trade, doing Business to-
gether at Montreal aforesaid, as Merchants and Traders, under
the Name, Style and firm, of Macdonell Holmes and Thew, and
their Heirs and Assigns, that is to say, all and singular that
certain Lot of Ground or Emplacement, situate lying & being
in the said City of Montreal, bounded in front by St Pauls St.
in the Rear by the Property of the Honorable Roderick McKenzie
on one side partly by the Properties of one Baytan, one bearing
Name, and the Representatives of the late Simon Mc Lavis Esquire
and on the other side by St Gabriel Street, with a House and
Buildings thereon erected with all and every the Members and
Appurtenances thereunto belonging, of all which the said pur-
chasers declare to have a perfect knowledge, having occupied
the same for several Years now last past, and still continue so
to do as Lessees thereof, and therewith are content and satisfied,
without any Reservation, of any part, or portion, of the aforesaid
Bargained and Sold Premises, on the part of the said Cath-
erine Grant, and Jacob Dobie Jordan, who lawfully became
Seized thereof under and in virtue of a Grant or Donation from
the late Richard Dobie, in his life time of the said City of
Montreal, Esquire, in and by the Marriage Contract passed
between the said Catherine Grant, and the said late Jacob

Done before Notaries Public, on the Nineteenth day of August
which was in the Year of our Lord, One thousand Seven hundred
and Ninety three, the same having been duly insinuated at the
Office of the Prothonotaries of the Court of Kings Bench, of and
for the said District of Montreal, the said Lot of Ground or Em-
placement and Premises, belonging to the said late Richard
Tobie by divers Actes heretofore made and executed by the late
Pierre Meziere, Esquire, in his life time, Notary Public, and his
colleague, and more especially by that certain Acte executed on
the fifth day of August, One thousand Seven hundred and Sixty
five, from Francois L'Houllier Chevalier and Spouse, which
said Actes were delivered up to the said Purchasers, at the time
of the Execution of these presents, wherewith they are satisfied
and thereof and therefrom do acquit and Release the said
Vendors for ever by these presents. _____

The aforesaid, hereby Bargained and Sold, lot
of Ground or Emplacement and Premises, depending and hol-
ding of the Seignior 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 Lot of Ground or
Emplacement and Premises, however, being free and clear
of all arrears of Cens & Rentes up to the day of the date of these pre-
sents and of all Lods et ventes, and of every other charge, burthen
and Incumbrance, either of Power, Gifts, Mortgage, Debt,

or other hindrance generally whatsoever, as the said Vendors, now hereby declare, To have, hold, use and enjoy, the aforesaid Lot of Ground or Emplacement and premises herebefore sold and transferred, or mentioned and intended so to be, with all and every their Rights, Members and Appurtenances, unto the said John Mc Donnell, James Holmes, and John Therr, their Heirs & Assigns, as their own proper freehold for ever, by virtue of these presents, to enter upon and take possession of the aforesaid Lot of Ground or Emplacement and premises forthwith as of Right for thus &c _____

The present Bargain and Sale is so made in manner as aforesaid, Subject only to such Seigneurial Rights as shall or may in future arise and become due thereon, and for and in consideration of the principal Sum of Two thousand seven hundred pounds current Money of the said Province which they the said John Mc Donnell and John Therr as well for themselves, as for and on behalf of the said James Holmes se portant fort pour lui do hereby promise bind & oblige themselves solidairement, one for the whole, to well and truly pay or cause to be paid to the said Samuel Genard accepting thereof for himself his Heirs and Assigns in trust as hereinafter mentioned, in and by three even and equal Instalments of nine hundred pounds said currency, each payable as follows, to wit, the first whereof in six Calendar Months from and after the day of the date of the Demise of the

said Catherine Grant, and not previous thereto, the Second
whereof is Eighteen calendar months from and after her
said demise, and the third or Residuary Instalment, in
Thirty calendar months, from the day of the date of her de-
mise aforesaid, they the said Purchasers paying and hereby
agreeing to pay to the said Samuel Gerard upon the said
Principal Sum of Money lawful Interest at the Rate of Six
per cent per Annum each and every Six months next ensuing
the day of the date of these presents, until final and perfect
Payment and acquittal of the said Principal or considera-
tion Money, which is so made payable to the said Samuel
Gerard, his Heirs and Assigns, In trust as aforesaid for
and on behalf of the said Jacob Dobie Jordan his Heirs and
Assigns to the end and intent following, that is to say, that
he the said Samuel Gerard and his Heirs, shall and may
be held harmless and indemnified of, from and against the
Surety, caution solidaire with the said Catherine Grant and
Jacob Dobie Jordan for the Warranty garantie hereinafter
made and undertaken by and on the part of the said Samuel
Gerard of the said Lot of Ground or Replacement and Provisi-
es to and in favor of the said Purchasers, for without which War-
ranty they the said Purchasers would not have become par-
ties to or entered into these presents, and upon their further
Trust, that he the said Samuel Gerard and his Heirs do
and shall account to the said Jacob Dobie Jordan and his

Heirs

Moins for the said several Instalments, when and so soon as
he or they shall have made and furnished other good and suf-
ficient indemnity or legal proof of his or their indefeasible
Right and title in and to the said Lot of Ground or Em-
placement and Premises for such &c _____

And for the Security of the said purchase
or consideration Money, they the said Purchasers, jointly
and severally solidairement do hereby promise and under-
take to lay out and expend in and upon the Necessary Repairs
or in or about the betterments and ameliorations of the said
Lot of Ground or Emplacement, or of the House and Buildings
thereon erected as aforesaid a sum not less than Five hundred
francs said currency, the same to be executed done and
performed within Twelve calendar months from and after the
day of the date of these Presents _____

And for the further Security of the said
consideration Money and aforesaid they the said Purchasers
solidairement as aforesaid, do hereby specially Mortgage
and Hypothecate, Hypothèque all and Singular their and
each of their Real and Immovable Property, present and future
and particularly the hereby granted Bargained and sold Lot
of Ground or Emplacement and Premises, the Special Mort-
gage in no wise derogating from the general Mortgage hereby

erected _____

And in consideration of the Premises the said Vendors do hereby transfer and set over to the said Purchasers all Right of Property, Claim, Title, Interest, demand, Seizin, Possession and other Rights whatsoever, which they, the said Vendors can have, demand, or pretend to, in or upon the aforesaid hereby bargained and sold Lot of Ground or Lot or placement and Premises of which they and each of them do by virtue of these Presents divest themselves in favor of the said Purchasers their Heirs and Assigns consenting and agreeing that the said Purchasers 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 this &c _____

And in witness part de son chef, the said Samuel Gerard, after having had received and taken communication of the Bargain and Sale before by these Presents made and granted doth voluntarily put and place himself Surety, caution solidaire with the said Catherine Grant, and Jacob Dobie Jordan, for the Warranty garantie of the Sale of the Lot of Ground or Lot or placement and Premises hereinbefore

made

I certify that this Deed of Sale was brought to this Office for registration at full length, at half past noon, this fifth day of September 1844, and was then duly registered at full length under the Number 1673, at the 365th page of the 3rd Volume of the Register B

J. B. Lafontaine

Notary, Montreal

made against all Substitutions and other hindrances general by whatsoever, to and in favor of the said Purchasers in the same manner and form to all intents and purposes as if he had been named as principal Vendor.

And for the more effectual guarantee of the said the said Samuel Gerard doth hereby renounce to the benefits of division and discussion to which otherwise he would be entitled for such &c

And for the due execution of these presents and of every the premises the said Parties have elected their Domicile at their respective places of Residence above mentioned, where &c — Promising &c — Obliging &c Renouncing &c

Done and Passed at Montreal, aforesaid, the day, month, and year, herein first above written, in the afternoon the said Parties having hereunto set their Names with and in the presence of us Notaries, these presents being first duly Read according to Law

Signed on the Original Deed of Sale, as follows to wit, S Gerard, J^r Macdonell, John Howe Esq^r Honor^{ble} NP and W^m Crawford NP. as appears by the same filed of Record in my Office

Wm Crawford
NP.

dated 24th February 1832.

Deed of Sale

of an Emplacement, House and
Premises, Situate on St Paul and
St Gabriel Streets Montreal

Catherine Grant Widow Jordan and
Jacob Dobie Jordan by their Attorney
Samuel Gerard Esquire.

to

Mess^{rs} John Mc Donnell, John Kerr
and James Holmes.

32/73
Mrs. Miller 1673
A. Mc Kenzie

3^d Copy.

1700rd to
M. M. M.

6 Sept 1844

30 min past 12 noon

In this Day

the twenty second of October in the Year of Our Lord. One thousand Eight hundred and thirty two, Before us the undersigned Notaries Public duly admitted and sworn for the Province of Lower Canada, dwelling in the City of Montreal, in the County and District of Montreal, in the said Province.



Personally came and appeared Samuel Gerrard, of the said City of Montreal, Esquire, who in his quality of Attorney of Catherine Grant, Widow of the late Jacob Jordan, late Lieutenant Colonel in His Majesty's service, and of Jacob Dobie Jordan, sole survivor of the Children of the marriage of the said late Jacob Jordan with the said Catherine Grant, both residing in Coleshill Street, Chelsea, in the County of Middlesex, England, He hath acknowledged and confessed to have assigned, transferred and made over, and by these Presents doth assign, transfer and make over from henceforth and for ever, with promise of warranty, guarantee, against all substitutions, alienations, evictions, disturbances, troubles and other hindrances whatsoever, to the Honorable Rodenick MacKenzie, of the Village of Terrebonne, late in the County of Effingham, now in the County of Terrebonne, in the said District of Montreal, present hereto and accepting thereof for himself his Heirs and assigns, that is to say, the sum of Two thousand seven hundred Pounds, - Current Money of the said Province of Lower Canada, with legal Interest thereon from the twenty first day of August last, due and owing the said Samuel Gerrard as said Attorney aforesaid by Messieurs John Macdonell, James Holmes and John Kerr, all of the said City of Montreal Merchants and Copartners, doing Business at Montreal aforesaid under the name and firm of Macdonell Holmes & Kerr, under and by virtue of a Deed of Sale passed before us Notaries, - bearing date the twenty first day of February last past, the said sum being the amount of the purchase or consideration money mentioned in said Deed of Sale for the Property therein described as follows, that is to say, a certain Lot of Land or Emplacement, situate, lying and being in the said City of Montreal, bounded in front by Saint Paul Street, in rear by the Property of the said Rodenick MacKenzie, on one side

side partly by the properties of one Cajetan, one
Cunningham and the representatives of the late
Simon M^r. Jarvis, and on the other side by Saint
Gabriel Street, with a House and Buildings
thereon erected, all of which reference being had
to the said Deed of Sale, remaining of record in
the office of W^{ill}. H. Crawford one of the said
Notaries will fully appear. The said Roderick
MacKenzie hereby acknowledging to have received
a copy of the same from the said Samuel Gerrard
previous hereto.

To Have, Hold and Receive the
said sum of Two thousand seven hundred Pounds
with legal Interest thereon from the said twenty first
day of August last unto the said Roderick MacKenzie
his Heirs and assigns for Ever, as his and their own
absolute Property.

And by these presents the said
Samuel Gerrard, W^{ill} fut. substitute, & subrogate,
suberge, the said Roderick MacKenzie, his
Heirs and assigns in all and every the actions,
rights of actions, Privileges, Hypothecs, general
and Special, without derogation one from the other
now held and acquired by the said Samuel Gerrard
under and by virtue of said Deed of Sale, he
the said Samuel Gerrard, hereby constituting the
said Roderick MacKenzie his Attorney with
full Power and Authority in his Name, but
and for the use and behoof of him the said Rod-
erick MacKenzie, to ask, demand, recover
and enforce the payment of the said sum of money
and the Interest due and to grow due thereon as
aforesaid, and on receipt of the same or any
part thereof, acquittances and other good and
sufficient Discharges to give and grant in due
form of Law.

The present Transfer and assign-
ment is so made as aforesaid by the said
Samuel Gerrard, for and in consideration of
a like sum of Two thousand seven hundred
Pounds said Currency with legal Interest
thereon from the said twenty first day of August
last up to the date hereof, to him the said
Samuel Gerrard paid sat and before the exe-
cution of these presents by the said Roderick
MacKenzie, the receipt whereof he doth hereby
acknowledge

acknowledge and thereof and therefore with acquit and discharge the said Rodrick MacKenzie for ever by these presents. —

And the said Samuel Gerrard with a view to secure to the said Rodrick MacKenzie the true and perfect payment of the said sum of Two thousand seven hundred Pounds said Currency with interest aforesaid by the said John Macdonell, James Holmes and John Kerr, with of his own free will and accord put in place himself surety caution solidaire with the said John Macdonell, James Holmes and John Kerr, to and toward the said Rodrick MacKenzie for the true and faithful payment of the said sum of money and interest aforesaid, as in manner mentioned in said deed of sale, and for that purpose with hereby renounce to the benefit of division and discussion to which otherwise he would be entitled. —

And for the due performance hereof the said Samuel Gerrard, with hereby oblige, affect and hypothecate all and every his Estates real and immovable, present and future. —

And for the signification of these presents, the said Samuel Gerrard with hereby constitute the Bearer hereof his Attorney, to whom he gives all necessary Authority to that effect. —

And for the due execution hereof the said Parties have elected Cornicils at their respective places of abode first above mentioned where he. — Done and Passed at Montreal aforesaid the day and year first before written, the said Parties having hereunto set their names with and in the presence of us Notaries these presents being first duly read according to Law. — signed on the original —

S. Gerrard, Rod MacKenzie, C. Not. N.P.
W. W. Crawford, M.P. — and remaining of record in my office. —

W. W. Crawford
Notary

(Copy)

To Samuel Gerard Esq
of the
Montreal

14 Colleshill Street, Kings Road
London 9th April 1832.

Sir

We have received a Copy of the
Deed of Sale of our House in St. Pauls Street, to
Mess^{rs} McConell, Holmes and Kerr for £2700.
Currency which is satisfactory to us, and approve and
confirm the same. — We have also received your
Account Current to the 24th February 1832, wherein
you credit us the said sum of £2700. though
you have not received it, and find that the
Balance in our favor is £945. 12. 8 Currency
bearing interest from the 21st February 1832.
We do hereby acknowledge that the said Account
is correct, and authorize you to receive from
Mess^{rs} McConell, Holmes and Kerr the full sum
of £2700. with the Interest accruing thereon
at the periods stipulated in the Deed of Sale,
or at such time as they may offer to pay it.

We remain, Sir,
Your very Obedient Servant
signed Catherine Jordan
— J. D. Jordan

A True Copy
Wm. [Signature]

Search that a Memorial of the deed of assignment
was brought to the Office for registration at eleven
A.M. on the fifteenth day of September 1832, and
was then duly registered under the number
1467, at the 6th hour of the Day of the

Esq. [Signature]
Respectfully

Register of
[Signature]

Assignment
Samuel Gerard
— as Attorney for —
— of —
Hon^{ble} Wm. MacKenzie
22nd October 1832

100
Montreal 22nd October 1832

Assignment

Samuel Carrard Esq^r
as attorney &c

To

The Hon^{ble} W. Mackenzie

3^d Copy
H. W. Mackenzie

5/6

le

1857

Leamington of the 14th April
4 Ruswood Crescent

Mr Alfred Jones
Sir

In answer to the advertisement
in the Times by you in respect
to the widow and son of
the late Capt Col Jordan
promote of the 60th Regt;
I beg to inform you that
both the widow and son

we deceased, and both
entertained in the Prompter
Secretary —

As a relative of the late
Mr Jordan, may I ask
the object of your inquiry?
Yours
L. B. Strong

Mr Alfred Jones

15 St. George Lane

Bucklersbury

London

LEA

HT

SOUTH
PARADE



14 George St
Hanover Sq^{re}

Dear Jones

The widow of
a Col Jordan, afterwards
married to a Lieut
Burt, died of cancer
under my care, in Orchard
St on Jan^y, 5th 1850.
I send you this on the
chance of its being useful.

Yours faithfully

J. B. Chappell

April 11th 59

15, Isce Lane,
London, E.C. 18th Sept 1857

Dear Sir,

I enclose you herewith
a death of Mr. Johnson

Respectfully

Alfred Jones

J. B. Bryer Esq

Care of Messrs Bryer & Thomas
Newhall

No.	When Died.	Name and Surname.	Sex.	Age.	Rank or Profession.	Cause of Death.	Signature, Description, and Residence of Informant.	When Registered.	Signature of Registrar.
491	Third May 1855 41 Smith Street	Catherine Jordan	Female	77	Widow of Jacob Jordan Lieut. Colonel 60 th Rifles	Bronchitis Certified	James P. Browne present at Death 41 Smith Street Chelsea	Tenth May 1855	Thos Long Registrar

Certified to be a true Copy of an Entry in the Certified Copy of Entries in the Register Book of Deaths, in the District of *South Chelsea*, in the County of *Middlesex* Given at the General Register Office, under the Seal of the Office, the *17th* day of *April* 18*55*.

By the Act of 6 & 7 William IV. c. 86, sect. 38, it is enacted, "That the Registrar General shall cause to be made a Seal of the said Register Office, and the Registrar General shall cause to be sealed or stamped therewith all Certified Copies of Entries given in the said Office; and all Certified Copies of Entries, purporting to be sealed or stamped with the Seal of the said Register Office, shall be received as evidence of the Birth, Death, or Marriage to which the same relates, without any further or other proof of such Entry; and no Certified Copy purporting to be given in the said Office shall be of any force or effect which is not sealed or stamped as aforesaid."

By Sect. 43 of the same Act, it is enacted, "That every Person who shall wilfully destroy or injure, or cause to be destroyed or injured, any such Register Book, or any Part or Certified Copy of any Part thereof, or shall falsely make or counterfeit, or cause to be falsely made or counterfeited, any Part of any such Register Book or Certified Copy thereof, or shall wilfully insert or cause to be inserted in any Register Book or Certified Copy thereof any false Entry of any Birth, Death, or Marriage, or shall wilfully give any false Certificate, or shall certify any Writing to be a Copy or Extract of any Register Book, knowing the same Register to be false in any Part thereof, or shall forge or counterfeit the Seal of the Register Office, shall be guilty of Felony."

Jan?

Surry Street 23^d 1817

Dear Mr Genard

I return you the Receipt signed by us. I hope my Sister and the Children are well.

I am

Dear Sir

Yours Truly
C Jordan.



Catherine?

voir signature 27.6.1839

Samuel Gerrard Esq

Montreal

Canada

London
27 June 1839

London, 27 June 1839

27.6.1839

Dear Mr Gerrard,

I am sorry to be under the necessity of writing to you. but when you remitted the Money to Jacob. He wrote to say we could do with so much less, I wish him to pay it out of his own Money when he can do. and not to take away from me.

You know I am not in the habit of writing or I should have done so long ago. What I wished is that Jacob should out his own pay to Gould & Dowie so much as on your Account. - The Money that was remitted to Jacob is all right but I was surprised I had to sign for \$400 - at the rate of £10 a year for the Years 1834 - 35 - 36 & 37 - as that came out of the Interest £64.16/- and the Poor never having been in the habit of giving me for my yearly support - Mr Dowie must have made a mistake when he wrote out the receipt I would not have signed the receipt until I had written to you but unfortunately People were told that Money had been received from you to pay them, and they were like Sharks I had no alternative but to sign the receipt, trust you would rectify it and make my mind easy.

I am sorry to inform you that Mrs Browne died
early this year having caught cold last Oct
from which she never recovered. Richard is very
well, and much improved - His mind is bent
on being a Farmer - He has an idea of going out
to New South Wales - where He attains the Age
of 21 - when He will be entitled to his Money in the
Bank. - I have not heard for a long time of
my sisters yourself & family and feel very
anxious to know how my sister Nancy and
all are. I hope you will be able to make this letter
out I could not get Jacob to write for me

By the first part of my letter you will see
that it was my wish that Jacob should pay
you the difference and not to take away from
my £100 what I wish you to do for me this year
at least, is that you would tell Gould & Bowie to pay
me the full £100 for I really cannot do without it
and let Jacob make it up to you his Agency
Agent being made Bankrupt has put me to much
inconvenience. Pray give my kind love to my
sisters Ann and all her family, accept my best
wishes for your health and believe me to remain

Yours Truly
Catherine Jordan

