

No 5558
14 Feb 1868
L. B. Brown
B. Brown

On the ~~fourteenth~~ day of February in the year of our Lord one thousand eight hundred and sixty-~~eight~~

Before me, **WILLIAM BIGNELL**, Notary Public, duly commissioned and sworn, residing at the City of Quebec, in that part of the Dominion of Canada, heretofore called Lower Canada, personally came and appeared

the City of Quebec Merchant

who did declare to have leased and demised, and by these presents do the lease and demise for the space and term of ~~one~~ *one* year, to be computed from the ~~first~~ *first* day of ~~February~~ *February* and fully to be complete and ended on the ~~first~~ *first* day of ~~February~~ *February*, which will be in the year of our Lord one thousand eight hundred and ~~sixty~~ *sixty three* unto

Balthouzen Brown of the Township of Deland Farmer



hereunto present, and accepting hereof, that is to say : *all those two certain parcels of land belonging to the Lessee situate and being in the Township of Deland in the County of Myrmane Quebec and distinguished as the quarter of lot number four six in the fourth range and the North West half of lot number six in the fifth range of the said Township the whole containing about nine hundred and fifty acres,*

and with all which the said Lessee *is* content and satisfied.

And during all which period, the said Lessor *doth* hereby promise and engage to cause the said Lessee to enjoy the said premises peaceably and quietly ; ~~to maintain the same in the landlord's repairs, and keep the same wind and water tight, according to law.~~ And the said Lessee *doth* hereby bind and oblige *himself* to use and enjoy the premises *en bon père de famille*, and maintain the same in all small and internal repairs ; also that *he* will observe all rules,

regulations of Police, and all by-laws of the Corporation of this City, which may concern the said premises hereby leased, in as far as the same may be incumbent upon Tenants; That he will pay over and above the rent hereinafter stipulated ~~the water rates which may be charged upon the said premises~~; That ~~he~~ will keep the said premises furnished with moveables and effects sufficient to guarantee the payment of the rent hereinafter stipulated; That ~~he~~ will not sub-let the same, in whole or in part, without the consent of the Lessor first had and obtained in writing; and that at the end and expiration of the present Lease, and without any notice to that effect, ~~he~~ will surrender and deliver up the said premises in as good order and condition as ~~he~~ received the same, reasonable allowance being made for wear and tear.

The present Lease is thus made for and in consideration of the sum of

ten dollars

current money of Canada, for

each year of the next term

And which the said Lessee do hereby promise to pay unto the said Lessor or the bearer or bearers hereof, in and by equal consecutive yearly payments, of the sum of

each, the first of which shall be made

on the first day of February next.

It is agreed that the Lessor will have the right to ~~cancel the said lease at any time~~ terminate the present lease at the end of any year by giving to the Lessee three months notice, in which case should the lease be cancelled before the expiration of the said five years the Lessor promises to pay to the Lessee the value of any improvements hereon having made the assessment by arbitration -

And

all taxes which may be payable in respect of the said land, and will make maintain and uphold all fences and ditches which may be necessary upon or about the said land -

J B
B B
M B
H

H
J B
B B
M B
H
J B
B B
M B
H

Lastly the Lessee reserves the right to take possession of any acre parcel of land to be used upon which he desires to erect any spot hereby select without any obligation or liability for the same -

Lastly the Lessee binds himself to allow no person to cut wood upon said land nor to cut any wood thereon herein or a part of the same or the present lease and full demerit.

J B
B B
MB
H

And to these presents came and intervened

who, after taking communication of this Lease, did and do hereby voluntarily become and constitute the surety of the Lessee and did and do hereby bind and oblige his heirs and assigns, jointly and severally, *solidairement*, with the Lessee, one for the other, each of them for the whole, under the several and different renunciations required by law towards the Lessor for the payment of said rent, at the time and in the manner hereinbefore mentioned and generally for all the obligations and covenants of the Lessee in virtue of these presents, the said surety hereby making own proper affair as sole and principal obligee

And for the due execution of the present Lease, the said parties do hereby elect their domiciles, to wit: the said Lessor at usual residence

and the said Lessee at the premises above leased, at which places, &c., promising, &c., obliging, &c., renouncing, &c.

Thus done and passed, at the said City of Quebec, in the Office of the said WILLIAM BIGNELL, on the day and year first above written, under the number *five thousand five* hundred and *fourty*

said *parties* In Faith and Testimony whereof, the *has* name and signature with me, the said Notary, also hereunto subscribing.

Wm Bignell
John Baire
B Brown
Wm Bignell
H

B
B
B

On the fourteenth day of February in the
year of our Lord one thousand eight hundred
and sixty eight. Before me William Bignell
Notary Public duly commissioned and sworn
residing at the City of Quebec in that part of
the Dominion of Canada heretofore called
Lower Canada, personally came & appeared
John Baile of the City of Quebec Merchant
who did declare to have leased & demised
and by these presents doth lease and demise
for the space and term of five years, to be
computed from the first day of February
instant and fully to be complete and ended
on the first day of February, which will be
in the year of our Lord one thousand eight
hundred and seventy three unto Bartholomae
Brenn of the Township of Ireland farmer
hereunto present and accepting hereof, that
is to say; All those two certain parcels or
tracts of land belonging to the Lessor
situate and being in the Township of Ireland
in the County of Queantec known and
distinguished as the quarter of lot number
six in the fourth range and the North West
half of lot number six in the fifth range of
the

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half of lot number six in the fifth range of
the

the said Township the whole containing about one hundred and fifty acres and with all which the said Lessee is content and satisfied.

And during all which period the said Lessor doth hereby promise and engage to cause the said Lessee to enjoy the said premises peaceably and quietly;

And the said Lessee doth hereby bind and oblige himself to use and enjoy the premises en bon pere de famille. That he will pay over and above the rent herein-after stipulated all taxes which may be payable in respect of the said land, and will make maintain and uphold all fences and ditches which may be necessary upon or connected with the said land be charged upon the said premises; That he will not sublet the same in whole or in part without the consent of the Lessor first had and obtained in writing; and that at the end and expiration of the present Lease and without any notice to that effect he will surrender and deliver up the said premises in as good order and condition as he received the same reasonable allowance being made for
for

for wear and tear.

The present Lease is thus made for and in consideration of the sum of ten dollars current money of Canada for each year of the said term And which the said Lessee doth hereby promise to pay unto the said Lessor or the bearer or bearers hereof, in and by yearly payments, the first of which shall be made on the first day of February next

It is agreed that the Lessor will have the right at any time by giving to the Lessee six months notice in which case should the lease be cancelled before the expiration of the said five years the Lessor promises to pay to the Lessee the value of any new fence he may have made to be ascertained by arbitration

And to these presents came interlined who, after taking communication of this Lease did and doth hereby voluntarily become and constitute the surety of the Lessee and did and do hereby bind and oblige heirs and assigns jointly and severally solidament with the Lessee

to terminate the present lease

one for the other, each of them for the whole,
under the several and different remunerations
required by law towards the Lessor for the
payment of said rent at the time and in
the manner hereinbefore mentioned and
generally for all the obligations & covenants
of the Lessee in virtue of these presents, the
said surety hereof making ^{own}
proper affidavit as sole and principal

The Lessor reserves the right to
take possession of an acre of said land to build
upon should he desire it at any spot he
may select without any
for the same

Lastly the Lessee binds himself
to allow no person to cut wood upon said
land nor to cut any wood thereon him-
self on pain of nullity of the present lease
and of all damages

And for the due execution of the
present Lease the said parties do hereby
elect their domiciles, to wit; the said Lessor
at ^{usual residence} and
the said Lessee at the premises above leased
at which places &c. promising & obliging
&c

cc renouncing &c

Thus Done and Passed at the
said City of Quebec, in the office of the said
William Bignell on the day and year first
above written under the number five thousand
five hundred eight. In faith and
Testimony whereof the said parties have to
these presents first duly read, set and out-
scribed their names and signatures
with me the said Notary also hereunto
subscribing. —

(Signed)

John Baile

B Brown

Wm Bignell

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A true copy of the original remain-
ing of record in my office