

N<sup>o</sup> 40841 2<sup>d</sup> Concession North of  
Province Land

**T**HIS INDENTURE, made the *Fifteenth*  
Day of *August* in the *Twenty fourth*  
Year of the Reign of our Sovereign Lord GEORGE the  
Third, by the Grace of God, of Great Britain, France, and  
Ireland, King, Defender of the Faith, &c. and in the Year of  
our Lord 1784 between *Henry Caldwell*, of *Belmont near Quebec*,  
Esq; of the one Part, and *Philip Durick*  
of the other Part, WITNESSETH, that for and in Consideration  
of the yearly Rents, Covenants, Provisions, Conditions, and  
Agreements herein-after reserved and contained, on the Part and  
Behalf of the said *Philip Durick*

his Heirs and Assigns, to be paid, kept, done, and performed,  
he, the said *Henry Caldwell*, hath granted, conveyed, and confirmed,  
and, by these Presents, doth grant, convey, and confirm, to the  
said *Philip Durick*

his Heirs and Assigns, all that Piece or Parcel of Land, containing *Two Hundred*  
Acres English measure, being Lot 2 No. *40841* of the

*2<sup>d</sup> Concession N. of Province Land* Part of  
*North by a piece of land of the said* Caldwell Manor, formerly a Seignory belonging to *Monf. Foucault*,  
situate, lying, and being at the Entrance of the River *Richlieu*  
from the Lake *Champlain*, in the Province of *Quebec*, together  
with all Woods, Underwoods, Trees, Profits, Commodities,  
Emoluments, Advantages, and Appurtenances whatsoever, to  
the said Piece or Parcel of Land belonging, or in any wise apper-

taining, (all Mines and Minerals, and all running Waters  
whereon Mills may be constructed, always excepted) to have  
and to hold the said Piece or Parcel of Land and Premises, with  
the Appurtenances, unto the said *Philip Durick*,

his Heirs and Assigns for ever,  
yielding and paying therefore, unto the said *Henry Caldwell*, his  
Heirs and Assigns, to the first of *October* 1785, the yearly Rent  
of One Pepper-Corn, and for every Year thereafter, to the first  
of *October*, 1788, the yearly Rent of One Penny per Acre, reck-  
oning a Spanish Dollar to be of the Value of Five Shillings; and  
from that Period to the first of *October* 1791, the yearly Rent  
of Two Pence per Acre, and for every Year thereafter for ever,  
the yearly Rent of Four Pence per Acre, reckoning the Spanish  
Dollar as aforesaid, at Five Shillings. And the said *Philip*

*Durick* for himself,  
his Heirs and Assigns, doth hereby covenant, promise, and agree  
to and with the said *Henry Caldwell*, his Heirs and Assigns, in  
Manner following, that is to say, that the said *Philip*  
*Durick* his Heirs or Assigns, shall and  
will, yearly and every Year, well and truly pay, or cause to be  
paid, unto the said *Henry Caldwell*, his Heirs and Assigns, the  
yearly



yearly Rents above reserved, at the Days and Times above-mentioned. And also that it shall and may be lawful to and for the said *Henry Caldwell*, his Heirs and Assigns, from Time to Time, and at all Times hereafter, to cut down and carry away any Timber growing or being upon the said Lands hereby granted, that may be necessary in building or repairing Churches or other public Buildings, or in building or repairing Houses, Barns, Mills, or other Buildings, for the said *Henry Caldwell*, his Heirs or Assigns, without paying any thing unto the said

his Heirs or Assigns, for such Timber. And also that it shall and may be lawful to and for the said *Henry Caldwell*, his Heirs and Assigns, from Time to Time, and at all Times hereafter, to erect and build upon any Creeks, Streams, or Runs of Water, within the said Premises, or upon any Part of the said Premises, near such Creeks, Streams, or Runs of Water, all such Mills and Mill-Dams as he or they shall think proper; and to dig, trench, and use the Ground for that Purpose; also to erect any Windmill on the Premises he may think proper; and to pass and repass through the said Premises, with his and their Horses, Cattle, Carriages, and Servants; and to lay out Roads to and from the said Mills, as also all other Roads that may be adjudged necessary for the public Utility. And also that, he the said *Philip Derrick* his Heirs and Assigns, shall not, nor will, at any Time hereafter, erect, or cause to be erected, any Mill or Mill-Dam, or other Work or Building, upon any Creek, Stream, or Run of Water,

or any Windmill on the said Premises; within the said Premises, nor Person or Persons so to do, other than or suffer or permit any of *Caldwell*, his Heirs and Assigns. And also and except the said *Henry Caldwell* his Heirs and Assigns, shall and will, from Time to Time, and at all Times hereafter, under the penalty of paying double Toll besides Cost of Suit, carry all Corn and other Grain he or they shall have Occasion to be ground, to some Mill, upon or near the said Premises, for the Purpose of grinding such his Heirs and Assigns, shall and may lawfully take and retain to their own Use, One Fourteenth Part of all such Corn and other Grain. And also that he, the said *Philip Derrick* his Heirs or Assigns, shall and will, within One Year after the first Day, erect and build a Dwelling-House upon the said Premises; and also during the first Five Years thereafter, open and clear yearly one Acre of the said Premises, fit for Pasturage or other Disposal of the said Premises, Assignment, Alienation, or any Part thereof, by

his

his Heirs or Assigns, he, the said *Henry Caldwell*, his Heirs and Assigns, shall be entitled to and have and receive from the Purchaser at the Rate of 8l. and an half per Centum of the Purchase Monies. And also that he, the said *Henry Caldwell*, his Heirs and Assigns, shall be also entitled to the Right of Retrait or Preference to the Premises, or any Part thereof so purchased, he repaying the full purchase Money and all legal Cost, (any Time within Forty Days after the Bargain with such Person is notified to him). Provided always, nevertheless, and this present Indenture is given and granted on these express Conditions, that if it shall happen the said yearly Rents above reserved, or any Part thereof, shall be behind and unpaid by the Space of Forty Days next over or after the respective Days of Payment, whereon the same ought to be paid as aforesaid; then, and in such Case, it shall and may be lawful to and for the said *Henry Caldwell*, his Heirs and Assigns, unto and upon the said Premises, or any Part thereof, to enter and distrain; and the Distress and Distresses, then and there found to take, lead, drive, and carry away; and the same to dispose of at public Vendue; and out of the Monies arising therefrom, to deduct and retain all Arrears of Rent, and all such Costs and Charges attending such Distress and Sale; and the Overplus, if any there be, to pay unto the said *Philip Derrick*

his Heirs and Assigns. And if no sufficient Distress can be found on the Premises to satisfy such Arrears of Rent, or in Case the said *Philip Derrick*

his Heirs or Assigns, shall not live on and cultivate the Land or cause it to be cultivated, and that it shall remain without a Tenant for a Year and a Day; then, and in either of the said Cases, it shall and may be lawful to and for the said *Henry Caldwell*, his Heirs and Assigns, into and upon any of the said Premises hereby granted, or any Part thereof, in the Name of the Whole, to re-enter, and the same to have again, possess, and enjoy, as in his or their former Estate, any Thing herein contained to the contrary thereof in any wise notwithstanding. And the said *Henry Caldwell*, for himself and his Heirs, doth oblige himself to build a Grist-Mill for the use of his Tenants in Year and a Day after the first of January, 1784, and the said Piece or Parcel of Land and Premises, with the Appurtenances, subject to, and under the Rents, Covenants, Restrictions, Conditions, and Agreements herein-before mentioned, and not otherwise unto the said *Philip Derrick* his Heirs and Assigns, shall and will warrant and defend against all every Person and Persons claiming the same. IN WITNESS whereof, the said Parties to these Presents have hereunto interchangeably set their Hands and Seals, the Day and Year first above written.

*Witness present*  
*Henry Caldwell*  
*John Gibson*  
*Philip Derrick*



May the 27<sup>th</sup> 1785—

This is to certify all Concern'd that the  
Lot N<sup>o</sup>. Forty is sold and Delivered to  
John Slater by me

Henry Rutter

his  
Philip & Derek  
manth

Inventorise & Quoted Eleven  
9<sup>th</sup> Oct<sup>r</sup> 1852

Proper  
n.p.

1785

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