

His Indenture

made in Duplicate this

third day of March

17<sup>th</sup> R. O. N. O. One thousand eight hundred and sixty eight <sup>nined</sup> In pursuance

of the Act to facilitate the Conveyance of Real Property

Between John Douglas the Elder of the Village

of Fort Erie in the County of Welland in the Province of

Ontario in the Dominion of Canada Esquire JohnDouglas the younger of the City of Buffalo in the

State of New York one of the United States of America

Attorney at law and William Douglas of Fort Erie

aforesaid Esquire M. D. - They the said John Douglas

the Elder the said John Douglas the younger and the

said William Douglas being at the time of the execution

hereof unmarried of the first part and Agnes Douglas

of the said Village of Fort Erie Widow of the second part.

Whereas Alexander Douglas late of Fort Erie aforesaid

Esquire deceased in and by his last Will and Testament

bearing date the <sup>one thousand eight hundred and fifty four</sup> twenty fourth day of January A. D. 1854

made and executed in such manner as by Law is required

for passing Real Estate by devise and duly proved in

the proper Court for that purpose among other things

2 therein contained did make nominate and appoint his Wife

the above named Agnes Douglas Executrix and his Brother

the above named John Douglas the Elder ~~executor~~

Executor And further subject to the payment of his debts

and to the education and support of his two Sons John

and William above named did give and bequeath unto

his said Wife and his said Brother to their own use

and benefit for and during the full period of their

natural lives all the Estate real and personal of which

he the said Testator might die seized And moreover in and

3 by the said Will did give devise and bequeath upon the

death of his said Wife and Brother All and singular the whole

of



of his the ~~xxx~~ Testator's Real and personal Estate and all his worldly property of every name kind and description whatsoever to his said two Sons John and William in equal portions to be divided And whereas after making and publishing the said Will the said Alexander Douglas departed this life at Fort Erie aforesaid on or about the

Fifth day of June A.D. One thousand eight hundred and sixty two without having altered or revoked

4 the same And whereas in paying off the debts due by the said deceased and in the management settlement and winding up of the business and affairs of his Estate including the education and support of the said ~~xxx~~ Sons of the said Testator in terms of the said Will the said John Douglas the Elder has necessarily advanced to the said Estate the sum of One thousand pounds or thereabouts in money out of his individual means and the said Agnes Douglas has in like manner and for the like purposes advanced the same sum or thereabouts out of her individual means

5 And whereas the said John Douglas the younger and the said William Douglas being desirous of realizing at once their shares in the property Real and personal of their said Father for the purpose of enabling them the better to start in business have agreed to sell to their Uncle the said John Douglas the Elder and to their Mother the said Agnes Douglas all their Estate and interest whether in possession reversion contingency or remainder and whether

such Estate and interest accrued to them by devise inheritance his death being in the possession use and occupation of the said parties hereto in what part sever of the said Lots or of either of them West of Goderich Street aforesaid the same may be situate Thirdly Being composed of Village Lots numbers nine, ten, Eleven, Twelve Thirteen, sixteen and seventeen, on the East side of Goderich Street aforesaid in the said Village of Fort Erie as the same are shown on the

said



respectively testified by their becoming parties hereto and  
 signing and sealing these presents acknowledged to have  
 received and of and from the payment of the same and  
 every part thereof do hereby exonerate acquit and forever  
 discharge the said John Douglas and Agnes Douglas  
 7 as such Executor and Executrix as well as in their individual  
 capacity their and each of their heirs executors administrators  
 and assigns And whereas the said John Douglas the  
 Elder and the said Agnes Douglas having thus become  
 entitled as Tenants in Common to the whole Estate of the  
 said deceased and being desirous of dividing the same have  
 mutually agreed upon a partition thereof in virtue whereof  
 the said Agnes Douglas hath consented to take and accept  
 the Lands and premises together with the Goods chattels  
 8 and effects hereinafter described and intended to be hereby  
 W<sup>m</sup> R. R. H. D. conveyed as and for her <sup>full</sup> half part and share thereof and  
 these presents are executed accordingly And moreover the  
 said John Douglas the younger and the said William Douglas  
 have severally become parties hereto for the purpose of vesting in the  
 said Agnes Douglas an Estate absolute in all the said  
 hereafter described property Real and Personal without any  
 condition or limitation whatsoever

Now this Indenture witnesseth that in consideration  
 of the premises and in pursuance of the said Agreements and  
 in fulfillment thereof and in consideration of a Deed of  
 conveyance bearing equal date herewith made by the said  
 W<sup>m</sup> R. R. H. D. and by the said John Douglas the younger and William Douglas to the said John Douglas  
 Agnes Douglas the Elder for the one half part or share of  
 said Estate taken and accepted by him and in consideration  
 of the said sum of Two hundred and fifty pounds a piece  
 heretofore paid by the said John Douglas the Elder and  
 the said Agnes Douglas to the said John Douglas the  
 younger and to the said William Douglas and in further  
 consideration of Five shillings a piece of lawful money  
 of the said Dominion of Canada now paid by the said  
 party



party hereto of the second part to the said parties hereto  
 10 of the first part the receipt whereof is hereby by them  
 acknowledged They the said parties of the first part Do  
 and each of them Doth according to the nature extent  
 and quality of his Estate and interest therein Grant Release  
 and quit Claim unto the said party of the second part her  
 heirs and assigns forever All and singular those certain parcels  
 or tracts of Land and premises situate lying and being  
 partly in the Township of Bertie aforesaid partly in the Village  
 of Fort Erie aforesaid and partly in the Town of Niagara  
 in the County of Lincoln in said province Being composed  
 11 Firstly of All that part of the North half of Lot Number one  
 in the first Concession from Niagara River in the said  
 Township of Bertie which lies to the West of Goderich Street  
 in the said Village of Fort Erie as the said Street is shewn  
 on a Map or Plan of part of said Village laid off upon the  
 property of the said the late Alexander Douglas certified by  
 Andrew Ford Esquire T. P. L. S. and recorded in the Office  
 of the Registrar of the County of Welland on the Nineteenth  
 12 day of January A. D. One thousand eight hundred and  
 fifty nine Secondly Being composed of the North half of  
 Lot Number One in the second Concession from Niagara  
 River in the said Township of Bertie together with all the  
 surplus of Land if any in either or both of the said Lots  
 held or claimed by the said the late Alexander Douglas  
 as belonging to the said North halves respectively and since  
 his death being in the possession use and occupation of the  
 said parties hereto in what part soever of the said Lots or of  
 13 either of them West of Goderich Street aforesaid the same  
 may be situate Thirdly Being composed of Village Lots  
 numbers five, ten, eleven, twelve, thirteen, sixteen and  
 seventeen, on the East side of Goderich Street aforesaid in the  
 said Village of Fort Erie as the same are shewn on the  
 said



said Registered Map or Plan also Lots Numbers Eight  
 Nine Ten and Eleven on the North side of Walnut Street  
 in said Village as the same are shewn on the said Map  
 or Plan Fourthly Being composed of all that part of  
 the North half of Lot Number Two in the said First  
 Concession from Niagara River of the Township of Bertie  
 aforesaid known as the "Homestead" of the said late  
 Alexander Douglas butted and bounded as follows, Commencing  
 at the North East angle of the said Lot Number Two on  
 Niagara River Thence West along the northern limits  
 of the said Lot Seventeen Chains fourteen links more or less  
 to a post Thence South Five Chains fifty six links more or  
 less to a post Thence East Seventeen Chains fourteen links  
 more or less to the Niagara River aforesaid and Thence  
 North along the Waters Edge Five Chains fifty six links

NB

15 more or less to the place of beginning - Reserving out of the  
 same one chain in width along the margin of said River  
 if it shall be found that such one chain in width was reserved  
 in the original Grant from the Crown for said Lot Number  
 Two And Fifthly being composed of all that parcel of  
 Land known as Lot Number Three hundred and sixteen  
 in the Town of Niagara in the said County of Lincoln  
 as described in His Majesty's Letters Patent therefor  
 bearing date the Seventeenth day of May in the year four  
 16 Lord One thousand eight hundred and two this last parcel  
 containing by admeasurement One acre be the same more  
 or less also Lot number ten on the south side of Queen Street in said Village  
 of Fort Erie as the same is shewn on the said Registered Map or Plan also Lots  
 numbers thirteen and fourteen on the north side of Queen Street aforesaid  
 in said Village of Fort Erie as the same are shewn on the said Registered  
 Map or Plan

To have and to hold unto the said party of the second  
 17 part her heirs and assigns to and for her and their  
 sole



66  
sell and only use forever. Subject nevertheless to the  
reservations limitations provisions and conditions expressed in  
the original Grant from the Crown

And the said parties of the first part jointly and  
severally covenant with the said party of the second part that  
they have done no act to incumber the said lands. And the  
said parties of the first part covenant as aforesaid with the  
said party of the second part that they will execute and  
further assurances of the said lands as may be required  
always without Covaints except against their own acts

18 And the said parties of the first part Release unto the  
said party of the second part all their Claims upon the  
said lands -

And these presents further witness that the said  
parties heretofore the first part Do and each of them Both  
according to the nature extent and quality of his Botchards  
interest therein for the considerations before mentioned Grant  
Bargain Sell assign convey and deliver unto the said party  
heretofore the second part her executors administrators  
and assigns all and singular the household furniture  
plate and linen all the fann stock and farming  
19 Implements including all the Horses Harness and  
Carriages (whether kept for farming purposes or for  
pleasure) and all the personally of every name and  
description and whatsoever situate belonging to the said  
Estate or heretofore the said John Tongue the Elder and  
James Tongue are or may be entitled as such Executors and  
creditors use and except money and securities for money  
and owe and except such Hay and Grain as may be in the  
Barn situate upon the lands this Day Released to the said  
John Tongue the Elder -

20 To have and to hold the said Grants charters and  
effects hereby assigned or intended so to be unto the said  
party heretofore the second part her executors administrators  
and's



7 7  
and assigns as and for her and their own property  
absolutely forever -

In witness whereof the said parties hereto have hereunto  
set their hands and seals -

Signed Sealed and Delivered Alexander Douglas her

In the presence of  
The several witnesses above recited  
opposite to which our initials are  
placed being first made.

Mr Cairns

Richard H. Droaper

John Douglas Junr

William Douglas

Agnes Douglas

Received on the day of the date hereof from the said Agnes  
Douglas John Douglas the younger and William Douglas the Deed  
21 of Release for my one half part or share of the Estate of the said  
Alexander Douglas deceased named in the recital hereof together  
with the said sum of five shillings mentioned herein being the  
full consideration to be paid to me -

Witness

Mr Cairns  
Richard H. Droaper

Alexander Douglas Junr

Received heretofore and on the day of the date hereof from the  
said Agnes Douglas the sum of Two hundred and fifty pounds  
in money that is to say the sum of One hundred and twenty five  
22 pounds apiece to each of us being her share of the said sum of Two  
hundred and fifty pounds named in the recital hereof as the price  
for which we have sold our interest in the said Estate also the further  
sum of five shillings mentioned herein being the full consideration  
hereof to be paid by her to us and to each of us.

Witness

Mr Cairns  
Richard H. Droaper

John Douglas Junr  
William Douglas



Canada

County of Welland

I Richard Henry Draper  
of the Village

to wit

of Fort Erie

in the

County of Welland Merchant Clerk make

oath and say:-

1<sup>st</sup> That I was personally present and did see the annexed Deed  
of Partition and Duplicate duly signed sealed and executed  
by John Douglas Senr, John Douglas Junr William Douglas &  
Agnes Douglas the parties thereto -

2<sup>nd</sup> That the said Deed of <sup>Partition</sup> and Duplicate were  
executed at the Village of Fort Erie aforesaid.

3<sup>rd</sup> That I know the said parties

4<sup>th</sup> That I am a subscribing Witness to the said Deed and  
Duplicate & that my name residence & occupation are above correctly  
set forth in full.  
Sworn before me at the Village

of Fort Erie in the County of  
Welland this third day  
of March A.D. 1869.

Richard H. Draper

J. Horsythe

a Commissioner in B.R.  
County of Welland

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