

P075 Fonds de la famille Gibb

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P075 Gibb Family Fonds

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Bridge & Penn

in
Pierre Moreau

Judge rendered 9 June 1819 in favor
of Plaintiffs for L^y. 4.5 C^y.
p r r

1821
May 1

2819. 14. 11
2532. 15. 6L

2819. 14. 11#

3506

287. 4. 4 7/100
2532. 15. 6L

33. 6. 8

25. 12. 6
741. 9. 10

1950
1175
2125

2819. 14. 11
2125
694. 14. 11

817. 2. 4

529. 18. 10L

2819. 14. 11

700. 2. 2L

817. 2. 4

529. 18. 10L

3637. 2. 3

530. 15. 3L

491. 16. 7L

541. 17. 11L

312. 18. 10L

240. 14. 10L

1570. 3. 9L

74. 17. 22

3637. 2. 3

1326. 2. 1

724. 12. 11L

521. 1. 3L

202. 11. 8L

265. 19. 11L

104. 1. 4

257. 13. 2L

1536. 16. 12L

46. 10. 6L

1606. 19. 10L

1841. 0. 10L

108. 15. 9L

141. 9. 0L

286. 14. 4

516. 8. 11

84. 10. 6

78. 15. 9

115. 1. 7

G. H. K.

^{or,}
Penn. Morian

PROVINCE OF LOWER-CANADA,
DISTRICT OF MONTREAL.

GEORGE THE FOURTH, by the Grace of GOD, of the United
Kingdom of Great Britain and Ireland, King, Defender of the Faith. To the Sheriff of the District of Montreal, in our
Province of Lower-Canada. GREETING.

WHEREAS by Our Writs of execution issued out of Our Court of King's Bench for the said District. We did command you that of
the Goods and Chattels, Lands and Tenements of *Pierre Moreau, of Montreal, in the District of Montreal, Trade,*

you should cause to be made the sum of *One hundred and eighteen pounds ten shillings and nine pence*
current money of Our said Province, with interest *on the sum from the twenty first day of April, one thousand*
eight hundred and twenty one until actual payment, which *Thomas Gibb of Montreal, in the*
District of Montreal, merchant Tailor, James Duncan Gibb of the same place, Merchant
Tailor, and Joseph Sovereign Kollmeyer of the same place, merchant Tailor
lately in Our said Court before Us, at Montreal, recovered against the said *Pierre Moreau*
Joseph Sovereign Kollmeyer for a debt, and also *eight pounds eighteen shillings & seven pence*
which were awarded to the said *Thomas Gibb, James Duncan Gibb and*
for their expences and costs by them laid out and expended about the suit in that behalf,

whereof the said *Pierre Moreau* is convicted as
appears to Us of record. AND WHEREAS you did return unto Us, that by virtue of the said Writ of Execution, against the lands and
tenements of the said *Pierre Moreau* to you directed, and on the coming of the same to you, you duly made your
Warrant thereon directed to all and singular your Bailiffs and also to the Bailiffs of our Court of King's Bench holding
Superior Jurisdiction in and for the District of Montreal, which said warrant was afterwards delivered to *Pierre*
Joseph Dupire one of the said Bailiffs of the said Court of King's Bench for execution thereof: whereas the said *Pierre Joseph*
Dupire demanded of the said *Pierre Moreau* the description of his lands & tenements or to exhibit to him the deeds thereof
in order to seize and take the same in execution, the said *Pierre Moreau* replied that he had a land in the Seigneurie
of *Amfield* in the said District of which he could not give a description before the twenty eighth instant, and that you
faithfully certify and return that the said *Pierre Moreau* hath hitherto neglected to give the description of the said land

WE THEREFORE COMMAND YOU that you take the said *Pierre Moreau*
if he may be found in your District, and him safely keep in the common
Gaol of the said District, until he shall satisfy the said *Thomas Gibb, James Duncan Gibb, & Joseph Sovereign Kollmeyer*
the aforesaid debt, interest and costs with *two pounds ten shillings*
and *three pence* currency

and your own fees. AND HAVE you this Writ, with your doings thereon before Our Justices of Our said Court on
the First day of *October* next WITNESS, the Honorable *James Reid Chief*
Justice of Our said Court, at Montreal, this *twenty ninth* day of *July* in the *ninth* year of Our Reign, and in
the year of Our Lord, one thousand eight hundred and twenty eight.

Howe & Monrogh

George Lyke
J. H. B.

M. J. M.

or any other, by reason whereof you
could not seize nor take the same
in execution as therein you were com-
manded.

M. J. M.

that by virtue of our said writ against the
goods and chattels of the said *Pierre Moreau*
you had seized and taken in execution as
belonging to the said *Pierre Moreau* all and every
the goods and chattels mentioned and contained
in a certain schedule to the said writ annexed
which remained unsold by reason of a certain
opposition, which said opposition was marked
with the letter A and also to the said writ annexed
and whereas the said opposition was since
been admitted - and main lease granted to the opposant of the seizure of the
Goods & Chattels - and *M. J. M.*

Judgment rendered on the *eighteenth*
day of *October* one thousand eight hundred
and twenty *three*

George Lyke
F. H. B.

W. W. Munch

No 703

Sharon Goodrich P.
James H. Goodrich
Ca sa

W. W. Munch

Before the Undersigned Public Notaries, duly Commissioned
and Sworn in for the Province of Lower-Canada, residing in the City of
Montreal:

PERSONALLY APPEARED

*Pierre Moreau, and
Frederick Biganard, of the said City of Montreal
heretofore in partnership, under the firm of Moreau and
Biganard, and now Proprietors of the property herein after described
who declared to have — Let — and Leased, and by these presents do
Let and Lease and promise to procure peaceable enjoyment unto Mr. John Todd
of the Township of Godmanchester, in the District of
Montreal, Trader —*

present, and

accepting Lessee for himself, for, during, and until the full end and term of —
two years — to be accounted and reckoned from and after
the *fifteenth —* day of the month of *May* now next ensuing
that is to say, a certain lot or parcel of land,
situated in the said Township of Godmanchester,
with a dwelling house, Saw-mill and others
buildings thereon erected, the same as at present
is held and occupied by the said John Todd,
also a certain piece of land, situated in the
Seigniorie of Andfield, on the river Chateauguay
commonly called *Parry-place* —

with the whole the said Lessee is content and satisfied, having seen and viewed
the same, being at present in his possession —

The present Lease is thus made in manner aforesaid, and for and in consideration of the sum of Sixty five pounds current Money of the said Province of Lower-Canada, per annum during the said term, which the said Lessee doth hereby covenant, promise and agree, to well and truly pay, or cause to be paid to the said Lessor & their heirs and assigns, in and by even and equal Yearly payments, of

each, the first payment whereof to become due, and be payable on the first day of June in the year one thousand eight hundred and fifty five now next ensuing, and thus to continue as aforesaid during all the said term, it is agreed by the said parties, that if the mill dam, is taken away by the water, that the lessors are bound to build to build a new one, but if the same appears through the carelessness of the Lessee, he must be at the expence of building it himself: the Lessee promises

to furnish the said House with a sufficient quantity of household furniture or goods, to secure the payment of the said rent, to do all small repairs, reparations locatives, during the said term, to deliver the said house, mill and premises in as good order, state, and condition, as the same shall be found at the commencement of the present Lease, (reasonable tear and wear excepted.)

The promise to pay the yearly assessment for the said rented premises, during the said term. It is agreed by and between the said parties, that the said Lessee is to pay to the said lessors the rent in the proportion aforesaid, for the time which he may occupy the same, and should the said lessors be deprived of the said property or any part thereof by any process at law previous to the expiration of the time before mentioned, then this lease shall be null and void, and the Lessee shall not be at liberty to sue the said lessors for any costs or damages. It is expressly agreed by and between the said parties that the said Lessee shall not sublet the said premises to any person or persons whomsoever, without the consent in writing of the said Lessor & or their representatives, first had and obtained for that purpose.

For thus, &c. and for the execution hereof, the said parties have elected their domicile, to wit: the said Lessor at their present place

of residence above mentioned, and the said Lessee at and upon the premises above described, at which place, &c. Promising, &c. Obliging, &c. Renouncing, &c.

DONE and PASSED at the City of Montreal, in the Office of N. B.

Doucet, one of the said Notaries, the *Twelfth* day of *February* in the year of our Lord One Thousand Eight Hundred

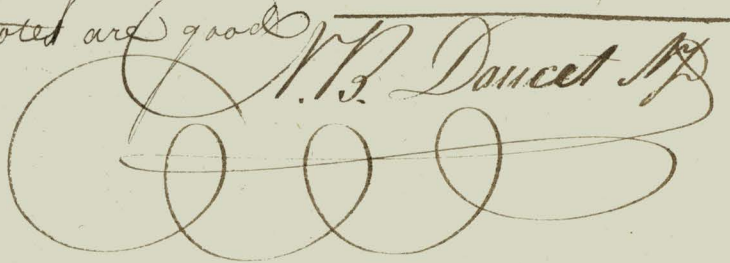
and *Twenty-four* in the *after* noon, and signed by the said *parties*

and by us the said Notaries these presents having been first duly read in their presence. (Signed) *Pierre Moreau*

J. Deganard. John Todd, J. Lukin N. P.

and N. B. Doucet, N. P. as appears on the original remaining in the subscribing Notary's Office. *twenty words obliterated are void & two*

marginal notes are good *N. B. Doucet*



No. 11445

Dated 12th February 1824.

Lease

BY

Pierre Morreault & Frederic
Siganard

TO

John Todd

EXPEDITION. 2^d N. B. DOUCET, N. P.

Thomas Gibb et al Plffs
vs
John Todd - Deft

Exhibit No 1
Filed by Plaintiff
2^d October 1826.

Non

On the Twelfth day of February in the Year
of our Lord One thousand Eight hundred and
twenty four. Before the undersigned Public
Notaries duly admitted and sworn in and
for the Province of Lower Canada residing in the
City of Montreal in the said Province.

Personally came and appeared Pierre
Moreau of the said City of Montreal Tavern
Keeper and Fredericte Diganard of the same
place Trader heretofore Copartners carrying
on trade at the said City of Montreal
under the firm of Moreau & Diganard,
Who have voluntarily jointly and severally
solidement, cede assigned transferred
and set over and by these Presents voluntar-
ily cede assign transfer and set over with
guarantee and promise to make good, guarantee
fournir et faire valoir unto Messieurs Thomas
Gibb James Duncan Gibb and Joseph Ber-
seign Kollmeyer of the said City of Montreal
Merchant Taylors and heretofore Copartners &
Carrying on business as such at the said City
of Montreal under the name and firm of Gibb
and Kollmeyer the said James Duncan Gibb
being hereto present and accepting for the said
late firm the sum of one hundred and thirty pounds

to become due to the said Pierre & Moreau
and Frederick Digamara by John Todd
of the Township of Godmanchester in the
District of Montreal Tractor and will
be payable by virtue of and as expressed
in a certain Lease made by the said Pierre
Moreau and Frederick Digamara to the
said John Todd of certain Premises therein
described which lease was passed before
the undersigned Notaries the day of the
date hereof. And the said Pierre
& Moreau and Frederick Digamara do
also assign Transfer and set over unto the
said Thomas Gibb James Duncan Gibb and
Joseph & Hollings all the right of Mortgage
and all other rights and privileges which
may the said Pierre & Moreau and Frederick
Digamara have or could have or demand
or require by virtue of the said Lease.
This transfer is thus made for and in
consideration of the sum of one hundred
forty two pounds nineteen shillings & two pence
current money of Lower Canada being the amount
of debt costs subsequent costs & interest calculated to the
present day upon a Judgment obtained in the
Court of King's Bench for the District of

Montreal, by the said Gibbs and Molmyer
Against the said Pierre Morneau On the Eight
teenth day of October Last which said Judgement
Remains in its full force and virtue and may
be acted upon at all times untill the payment
of the said Sum of One Hundred and Forty
two Pounds Nineteen Shillings & two Pence and
Interest to accrue from hence forward.

It being Expressly understood by and between
the parties to these Presents that the aforesaid
Sum of One Hundred and thirty Pounds shall be
Paid to and Received by the said Gibbs and
Molmyer in deduction and full payment of the
aforesaid Debt Costs subsequent Costs and interest
Leaving to the said Gibbs & Molmyer their
recourse for the residue thereof according to Law

And it is hereby declared to be Expressly
understood by the said parties to these presents
that the aforesaid Judgement of the Eighteenth
day of October Last shall be and Remain in
Full force Rigour and Effect and that these pre-
sents shall not in any wise be considered or
construed as operating a novation thereof, but
that on the contrary the said Gibbs and
Molmyer shall continue and be at liberty to
Enforce the same by all legal ways and

Means it being understood nevertheless that
in the Event of the said Gibbs & Holmeyer
proceeding to enforce the same by Execution
or otherwise within two years from this date
the present Engagement on the Part of the
said Pierre & Moreau and Frederick Diga-
nard and also that on the Part of the said
John Todd shall cease and be regarded
as brought to a close and it is also agreed by and between
the said parties that if the said sum of one
Hundred & thirty Pounds shall be punctually
paid at or before the expiration of two years
from the date of the said Lease then and in that
case the said Gibbs and Holmeyer shall deduct
the interest which shall come thereon
from this period. And to these presents did
come and appear the said John Todd who
after having taken Communication of the foregoing
Transfer declared himself to be fully satisfied
and wholly satisfied therewith and doth hereby
bind and oblige himself to pay the said sum
of one Hundred and thirty Pounds so transferred
to the said Gibbs and Holmeyer in lieu and place
of the said Pierre & Moreau and Frederick Diga-
nard as expressed in the said Lease and the
said John Todd doth hereby further dispense with

a copy of the said Transfer being furnished
to him by the said Gibbs and Robinson
And for the Execution of these Presents the
said parties have elected their domiciles at their
respective places of residence above mentioned
where I am promising & obliging I

Thus done and passed at the said
City of Montreal in the office of M^r. B. Doucet
One of the said Notaries the day month
and year first above written and the said
parties have signed with us the said Notar-
ies these Presents having been first duly
read in their presence Signed Pierre Moreau
The Deputee John Todd, James Duncan Gibbs
Robt. M^r. B. Doucet & C^o. As it appears
On the Original remaining in the subscribing
Notary's Office.

M^r. B. Doucet

N 11446

12th February 1824

Transfer
by
Pierre Moreau
to
Gibbs & Kellmeyer

Copy

2

Thomas Gibb et al Pliffs
vs

John Soda deft.

Exhibit No 2

Filed by Plaintiff

2 October 1825

R. A. M.

26 July 1826..

say the 28th July of the year following that which the lease
was executed —

Gubert
u
Tad.

Pardevant Les Notaires publics pour la Province du Bas Canada
résident à Montréal. soussignés

Tout présent le Sieur Pierre Moreau demeurant en la Cité
de Montréal, Commerçant.

Lequel a cédé et transporté et promet garantir, fournir,
et faire valoir au Sieur Olivier Berthelot demeurant en la dite
Cité de Montréal, marchand, a ce présent et ampleant la somme
de trois cent cinquante Livres courant, qui est et deviendra
due au dit Pierre Moreau, par Hiram Gilbert de Montréal,
Bouquier, en vertu du Bail que lui a fait ledit Pierre Moreau,
d'une ferme, située au pied du Courant Saint-Marie, en la
Paroisse de Montréal. Contenant un aspect sa pèche et douze
pieds de front, sur la profondeur qui y compte, en prenant
par devant partie ~~de~~ au fleuve Saint-Laurent et partie aux
terres de James Elzie Campbell, Joignant d'un côté au
Sud ouest à Heman Loyer et d'autre côté à Horatio Gates,
avec une maison, une Grange et autres bâtimens d'effens
constructs - 2^e en un autre lot contenant cinq piaches de
front, sur quinze aspects de profondeur, borne en front à
Jean Baptiste Desry à trente aspects du fleuve, derrière
aux terres de la Côte de la Visitation, d'un côté au ouest à
Amable Desry et d'autre côté à Horatio Gates, avec les
bâtimens constructes sur les deux lots de terre, Louis au dit
Hiram Gilbert, pour le terme de Sept années, qui ont commencé
-cées à Compter du premier jour du mois de mai de l'année
mil huit cent Vint cinq, pour la somme de cinquante
Livres courant par an payable par quartiers d'année
à l'effet de quoi le dit Pierre Moreau a délégué au dit Olivier
Berthelot copie du dit Bail dont il le fait porteur, le met
et subroge en tous ses droits, noms, raisons, privilèges et
hypothèques

hypothèques pour par lui recevoir ladite somme et en
faire et disposer comme de chose à lui appartenante

Ce transport est ainsi fait moyennant pareille somme
de Trois cent Cinquante livres courant que le dit Pierre
Moreau reconnaît avoir reçu du ditieur Berthelot,
dont il lui donne quittance.

Et comme par le bail sus relaté, le dit Pierre Moreau
s'est obligé de fournir le bois nécessaire, au dit St Gilbert
pour les clôtures de ligne des terres louées, et qu'il peut
s'être engagé à autres charges, le dit Pierre Moreau
sous l'hypothèques de tous ses biens promet remplir ses
engagements punctuellement afin que le dit sieur
Berthelot ne soit point par de Juste Cause retardé
dans la perception des dits Loyers, à peine de, et pour
faire signifier ce transport partout ou besoin sera
les parties ont constitué leur procureur, le porteur de l'ac-
quiescement, Car aussi, &c. Promettant, &c. obligeant, &c.

Fait et passé à Montréal, Canada, L'an Mil huit
cent vingt deux, le deuxième jour du moi d'Août, avant
midi et les parties ont signé avec les Notaires après
lecture faite. (Signé) Pierre Moreau, O Berthelot,
Platin, A P et et B Doucet et P. ainsi qu'il appert
à la minute demeurée en l'Etude du Notaire susigné

Aujourd'hui le surinome jour du mois de début de l'année mil
huit cent vingt cinq, à trois heures de l'après midi, a
la requête duieur Oliver Beuchet demeurant en
la Cité de Montréal, où il est son domicile à l'effet des
présentes, Nous Notaires public pour ~~la~~ la Province du
Bas Canada, résident à Montréal, soussigné Nous sommes
après être allés en la demeure de Hiram Gilbert demeu-
rant en la Paroisse de Montréal, ou étant et parlant à
James Walker ^{son commis} Nous lui avons signifié et donné
copie du transport fait au ditieur Oliver Beuchet par
le dit Pierre Moreau par acte passé devant les Notaires
soussignés le treize d'août courant, de la Somme de
Trois cent Cinquante Livres courant due au dit Pierre
Moreau par le dit Hiram Gilbert, et à ce que le dit
Hiram Gilbert reconnaisse que le dit transport s'est ainsi
fait et n'a à payer la dite Somme y mentionnée ou
autre qu'au ditieur Oliver Beuchet, nous lui avons
présenté comme ci dessus l'écrite Copie du dit transport
et des présentes.

Fait et Signifié au dit lieu ce jour et au sabbat
et avons signé après lecture faite (Signé) P. Latham
N. P. et M. B. Doucet. N. P. aussi qu'il appert à la
minute en l'Etude de Notaire soussigné —

N^o 12857 13 Aug 1825

Transport

Per

Pierre Moreau

a Dr.

Olivier Barthélemy

Expédition N^o 13 Dr. N^o 14

Montreal —

The Estate of the late
Mr John Brand

To George H. B.

1828
Aug 19. To Balance of your Obligation, as
adjusted to this date

£ 55. 2. 7

Cash paid

Obligation of £ 105. 16. 5
dated 27th Sept 1823

George H. B.
John Taylor & Co
General, 10th St
Montreal

see

Amiable Savage Is.
dead - which contains
all the Morian bought
in his own name -

Mr Campbell's first
is 149 feet long
Mr C. thinks Morian dead
is for 220 feet French

193
40
49

282

across
natural
the way

18

340 - a depth

99 feet from

99 a 100 feet wide

Morian Chedrons
is an actual flock
of large extent -

The land bought in
his own name is
of a more
impermanent

Mr James Duncan Gibb
Sir

Montreal May 13th 1828

I agree with you in the opinion stated in your letter of yesterday's date relation to the proposition of Mr John Trad and under existing circumstances recommend you to accept of it under the conditions there stated, and discontinue the proceedings lately commenced under the writ of execution and sequestrations — I also agree to your desisting from any further proceedings upon the Judgment obtained against Mr Trad to give him an opportunity of paying twenty pounds per annum towards payment of the said Judgment obtained against him by John Hollinger, the first payment of which to be on the first day of June or thousand eight hundred and twenty nine & the others on every first day of June of the years following, but leave you, or whom it may concern, to get receipts at any time hereafter at your own discretion upon the said Judgment as you may conceive most conducive to secure payment of the amount —

I am Sir

Yours most obedt Servt
Pierre Moreau

signed in presence of
John Trad
Mr Duncan
Mr Gibb

Mr Thomas Gibb

Montreal 23 April 1829

Sir Respecting the conversation I had with you yesterday, at your Office, relative to the seizure lately made upon the Three Rafts of Boards Planks &c — belonging to Mr John Todd, of Godmanchester; and taking into consideration the circumstances of the opposition that has been made by Mr Todd to the Sale, that much delay and Expence must necessarily arise, in waiting the decision of the Court, which will probably not take place before the month of October next, besides being subject to a heavy depreciation in the value of the Rafts, —

I therefore agree with you in opinion & recommend under the existing circumstances of the case, that if Mr Todd will pay you the sum of £ 54. or thereabouts, his rafts may be released from Seizure and given up to him.

Therefore in order that a part of this object may be carried into effect, I recommend you to write to Mr Sawitt the Bailiff in charge of the Rafts at Chateauguay. — to inform him that the Raft containing the 2^d & 3^d inch plank, may be delivered up to Mr Todd, provided Mr McLaughlin will pay the sum of Twenty pounds.

But this arrangement is not to be considered in any manner or way as effecting or interfering with the Judgement You hold against Mr Todd. You or whom it may concern will be left to exercise Your own discretion to act at any time after upon the said Judgment as You may consider most conducive to secure Payment of the Amount. —

I am Sir

Your most obed^t Serv^t

Signed in presence of Mr Todd —
James Thompson
Geo. Gibb

Pierre Moreau

Mr. Thomas Gill

Mr. Thomas Gibb,
Sir,

Montreal. 7th May 1829.

In reference to the communication I had with You on 23rd April last, by my Letter to You of that date, regarding the seizure made on the 3 Rafts belonging to Mr. John Todd of Godmanchester, and in order to complement the arrangement that was then concluded upon regarding the realizing of a certain sum on the said Rafts, I am agreeable and would recommend that You should write to Mr. Dewitt the Bailiff in charge at Chateauguay, and give him instructions that he may permit the 2 rafts (remaining under Seizure,) to be sent down without delay to Longville, in charge of the Guardians, as Mr. St. Louis Trudeau of that place, whom we have spoken of, is willing to purchase them, and whom I would recommend to You as a competent & responsible person and will give You his Note for the sum of Thirty four Pounds payable at St. Michael, being the 29th of September next, and on the said Note being given, I would recommend that the 2 Rafts may be delivered up by the Guardians to Mr. Todd, - and Mr. Todd to remain unmolested from further proceedings, for the present.

These arrangements as before mentioned in my Letter of 23 April, - it is expressly understood are not in any manner or way, to interfere with the Judgement You hold against Mr. Todd. -

I am Sir,

Your most obt. Serv^t
Pierre Moreau

Mr. Thomas Gibb

Personally appeared

Mr. Hume Newman, on part

of

James Duncan Gibbs, representing the late
firm of Gibbs & Hollinger —

of the other part

The parties having taken into consideration
a certain transfer made before R B Doacet
Notary Public on the 12th February 1826 —

and having ~~settled and~~ adjusted and
settled all transactions and demands between

them as well those referred to in the said transfer

^{the monies} ~~as~~ all others between the said parties, they
^{received by the said}

^{by Gibbs} do hereby give each other a general
^{firm Amasa}
^{Gilbert} discharge, without either being bound to
account further to the other for any transactions
money, or account, previous to this date —

22 June 1831

Substance of act before R B Doacet Notary
Public & 22nd June 1831 —

See Letter Book F. 152

(copy) Indorsements on the writ of execution against John Todd

1828

May 21, Cash received of John Todd, one pound four shillings
Guiney £ 1. 5. 0

1 received of John Todd, Vincent Roy Lafreniere's
note dated 21 May 1828 payable 12 months after
on which interest to be allowed in favour of John Todd
dating ~~to the date of the note~~ from

the date ~~at which it will become due~~ } 26. 5. 0
and subject to the following deduction

Less interest costs incurred on a
writ of execution & issues writ served
on Lafreniere & others, by to be deducted
from interest of the said note & the

11. 1. 0

proceeding to be withdrawn —

15. 4. 0

balance Fifteen pounds four shillings —

1829

April 25 By Harriet M Laughele's draft on Peter Mc
Enosh filed today, due 26 July 1829,
to bear interest in favour of John Todd
from said 26 July 1829 —

20. 0. 0

1829

May 16 By Louis Trudeau's note of the date,
payable 29th September 1829, to bear interest
in favour of John Todd from said 29th
September 1829 —

34. 0. 0

1 £ 90. 9. 0

Mr John Todd (Copy) Account
 1828 J. Gibbs & Hollinger Dr

Apr: 18 To amount of Judgment — £ 130. 0. 0
 costs taxed thereon — 16. 12. 3
 £ 146. 12. 3
 By same to be added on the next ac. }
 of Statement — 40. 9. 0
 Balance — £ 186. 3. 3

To Interest

At £ 130. 0. 0 from the 22nd September 1826 } — 36. 18. 1
 to the 16th June 1831. is 4 years & 267 days

Less

At £ 1. 5s. from the 21 May 1828 to the 16th } . 4. 7
 June 1831. is 3 years & 26 days

At £ 15. 4. 0 from the 21st May 1829. to } 1. 17. 9
 the 16th June 1831 is 2 years & 26 days

At £ 20 from the 21st July 1829 to the } 2. 5. 6
 16th June 1831. is 1 year & 327 days

At £ 36 from the 24th Sept. 1829 to the } 3. 9. 11
 16th June 1831 is 1 year & 261 days

Balance due Gibbs & Hollinger. — 7. 7. 9 29. 0. 4
 approved by Thomas Gibbs & Jas. Duncan Gibbs £ 105. 3. 7
 Cancelled

Paid at 16th June 1831

Left the 152

Pardevant les Notaires
publics pour la Province du Bas-Canada
résidants à Montréal, Soussignés:

Fait présent Monsieur James
Duncan Gibb, demeurant en la cité
de Montréal, faisant ci-devant commerce
comme Marchand Vaillieur avec Thomas
Gibb et Joseph S. Kollmyer sous le
nom de Gibbs et Kollmyer, pour
lesquels il agit d'une part.

Et le Sieur Pierre Moreau
Bourgeois de Montréal, d'autre part.

Lesquelles parties ont déclaré
que vu le transport fait par le
dit Pierre Moreau aux dits Gibbs et
Kollmyer, devant les notaires
soussignés, le douze février, de l'année
mil huit cent vingt quatre, et avoir
reglé toutes demandes entr'elles, tant
celles établies par le dit transport que
leurs diverses réclamations, pour
sommes payées et reçues, inclues celles
payées par Amias Gilbert, aux
dits Sieurs Gibbs.

Les dites parties se tiennent
quittes et déchargées de toutes réclamations
respectivement que l'une d'elles
pourroit avoir envers l'autre jusqu'à ce
jour.

Fait et passé à Montréal, étude,

L'an mil huit cent trente un, le
vingt deux Juin, avant midi et
les parties ont signé avec les notaires
lecture faite. Signés. Pierre Moncau
James Duncan Gibb. J. P. Grant N. p. N. B.
Doucet N. p. Ainsiquit appert à la
minute demeurée en l'étude du notaire
soussigné. ff.

N. B. Doucet N. p.

N^o 10756

22 Juin 1831

Quittance respective

Entre
Messieurs Sibbs & Hollings

Et

Pierre Moreau

1^{er} Espectation M^{rs} Dancet & Co

a piece of land in the Village of Hochelaga, Parish of
Montreal and district of Montreal containing about three
hundred and forty feet in depth from the rear thereof
to the edge of the Bank of the river St. Lawrence (divided
by the new road lately opened by act of homologation
of the Court of Quarter Sessions of the Peace and
containing all the Privileges expressed in said act
and subject to the clauses & conditions therein contained)
and ninety nine feet in front - bounded in front as
above mentioned - on rear by ~~the north east~~ and on
the north east by the Channel of Pierre Marrean
from the south east by James Edwin Campbell.

craft in front on the Road facing the River & Lawrence 35 feet or
 thereabouts but on the rear on the North side
 there is 35 feet more or less & being
 is thereabouts, be the said several
 dimensions a little more or less
 bounded on the east side by land
 belonging to the heirs of Thomas
 In the west side by
 the said of St E. Court



Received.

790-00

The First of the County
 of Northampton

30 Sept - 1814 dead to

Sept Pannation - caper

35 feet in front of the Pine Laguna

35 feet in rear -

bounded in the north side by the line

of Phorean -

Amos. Savage
Latur

due 1st Nov. 1824 —	12. 10-0
1 Feb 1825 —	12. 10-0
1 May —	12. 10-0
1 Aug —	12. 10-0
1 Nov —	12. 10-0
1 Feb 1831 —	12. 10-0
1 May —	12. 10-0
	<u>87. 10-0</u>

1834
May 1 — Balance due. 27. 15-0

due 1st Nov. 1824 —	12. 10-0
1 Feb 1825 —	12. 10-0
1 May —	12. 10-0
1 Aug —	12. 10-0
1 Nov —	12. 10-0
1 Feb 1831 —	12. 10-0
1 May —	12. 10-0
	<u>87. 10-0</u>
1834	
Apr 13 —	12. 10-0
Feb 26 —	12. 10-0
Nov 25 —	18. 15-0
	<u>43. 15-0</u>
Apr 13 —	16. 0-0
	<u>59. 15-0</u>
Balance —	24. 15-0
	<u>83. 10-0</u>

75 —	
43. 15-0	
<u>12. 10-0</u>	56. 5-0
due 1st Nov. 1824 —	<u>18. 15-0</u>

Rest due by Amasa
Edwist
—

Phonon
In L. H. Book
F—

DISTRICT OF } Court of King's Bench, *Superior* Term, 1828.
MONTREAL.

Thomas Githal -

Plff

John Todd

vs.

Def

BY Virtue of a Writ of EXECUTION

Issued out of the said Court against the Goods and Chattels of the said Defendant, bearing date the *fifth* day of *May* 1828, and in obedience to a Warrant thereon from ~~FREDERICK WILLIAM~~

~~ERMATINGER~~, Esquire, Sheriff of the said District, to me directed, I *William B*

of Montreal, a Sworn Officer of His Majesty's Court of KING'S BENCH, in and for the said District, have this day been to the *parish of St Michel* other

were called *Lechine* in the of

in the said District; and there being, I demanded of *several persons* the amount of the said Debt and Costs, making the sum of £/44. 123, besides interest, as therein mentioned, and my own fees. The said sum not being paid, I have seized and taken in Execution, in presence of the undersigned Recors, as belonging to the said Defendant, the following Goods and Chattels, which I found in the possession of the said Defendant, to wit:—

*one Raft of pine boards lying
in the River St Lawrence about Sixty
feet in length and two lengths of boards
in breadth together with the oars
& fastenings* W.B.

and having seized and taken in Execution the said Goods and Chattels, ^{and finding no} ~~I have notified the~~
~~said person in charge~~ to procure some good and responsible Guardian
 thereto, who having ~~thereupon put the same into~~
~~the charge of Pierre~~ ^{the same into} ~~the charge of Pierre~~ ^{the same into}
 whom I have appointed a Guardian to the said Goods and Chattels, who is hereby firmly
 bound to take all needful care thereof, until he shall be duly discharged therefrom, accord-
 ing to Law, thus done and executed at ~~Lachine~~ ^{Lachine} aforesaid, the
~~15th~~ ^{15th} day of ~~May~~ ^{May} one thousand, eight hundred and
 twenty ~~eight~~ ^{eight}; the same being signed by ~~Pierre Anquet~~ ^{Pierre Anquet} of
~~Lachine~~ ^{Lachine}, as Recors, by the aforesaid Guardian, and by the un-
 dersigned Sheriff's Officer, after the same had been duly read.

Sign: ~~Pierre Anquet~~ ^{Pierre Anquet} Guardian

~~W. B. Ball~~ ^{W. B. Ball} Bailiff

True copy

~~W. B. Ball~~ ^{W. B. Ball} Bailiff

King's Bench, Montreal.

Thomas Gethroal Piff.

versus

John Todd - Deft.

PROCÈS VERBAL OF SEIZURE

OF

GOODS AND CHATTELS.

Copy for Guardian

Duncan Gibb Esquire
1828 To Peter Lamass Dr =

May 14 To taking charge of Boards at Lachine { £2:10:0
during 10 days & nights at 5/- per
" " Collecting and hauling Boards out { 2:10:0
of the river ————— }
Contra Cr. £5-0-0

By Cash on ac ——— £0-10-0
" do. on " ——— 0-3-9 0-13-9
£. £. £4-6-3

Lachine 14th May 1828

Received Payment
Witnessed 15th May 1828
Attest P. M. Esq
James Thomson

Lachine 15. May 1828

Dear Sir

I have agreed with Mr. Todd
this morning for the Boards in Mrs
Conolly's Yard at 22/0 per hundred feet,
providing you clear the said Board
of all incumbrance ^{that} may be on them,
I shall have them counted in few days
I will ask you for what they may
amount to as well as the money ~~is~~
owed which I believe will exceed
Twenty Pounds I am in haste

Mr. L. Gibb
Montreal

Sir

Yours &c

Vincent Roy Laprade

Mr. Luncan Gibb
Mr. Todd Montreal

Received Montreal. 14th May. 1829 of M^r. John Todd. of
Godmanchester. the Sum of Fifty Pounds Currency. on Account of a
Judgment obtained by us against him. the Said Sum being by
Kenneth McLaughlans Draft at 90 days. on Peter McIntosh Esq^r
dated the 25th April 1829 for Twenty Pounds. and by Louis Trudeau's
Note, dated this day, 14th May. 1829 payable 29th September next, for
Thirty four Pounds, which said Sum to be imputed as follows.
Viz. first, towards payment of the Costs taxed upon the said
Judgment and the subsequent costs incurred upon Proceedings on the
same, and then upon the Interest due upon the said Judgment.

Thomas Gibb. for Self,
and other Plaintiffs.—

16. H May 1864

Receipt given to Todd —

but not correct —

debt due John Peterson - not much - he has had a raft of

Plank this Spring - nearly paid off all but \$4 or 5 -

Ha Caden \$10 a day

Cornwall \$5 or 6

G. H.

v.

John Todd.

—

Edward A Clarke Esquire

J. Gibbs & Hollinger Es.

1828 June 20. To amount of Judgment entered this date	£ 35. 2. 2
To : of costs taxed thereon	8. 3. 7
Less	£ 43. 5. 9
Cash received 4th May 1825	7. 10. 0
	£ 35. 15. 9
To Interest -	
Oct 35. 2. 2 from 26 th September 1823 to 6 th May 1825. is 1 year & 220 days	3. 7. 4
Oct 27. 12/2 from 6 th May 1825 to 30 th August 1832. is 7 years & 118 days	12. 2. 6
	£ 51. 5. 7

Edward A. Clarke

Judgment

and Obligation

Juditha Book

G.