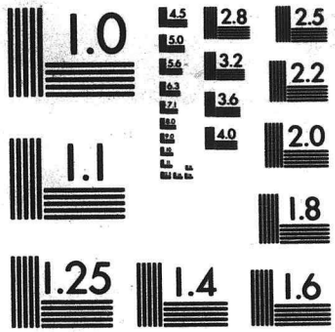
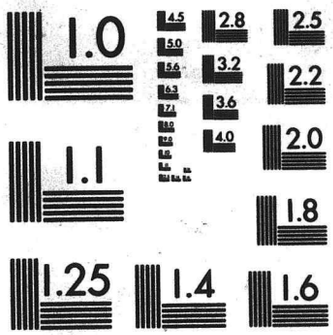
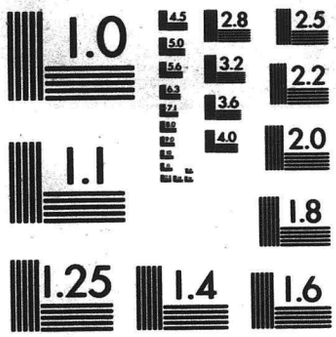


MICROCOPY RESOLUTION TEST CHART
NATIONAL BUREAU OF STANDARDS-1963-A



MICROCOPY RESOLUTION TEST CHART
NATIONAL BUREAU OF STANDARDS-1963-A



MICROCOPY RESOLUTION TEST CHART
NATIONAL BUREAU OF STANDARDS-1963-A

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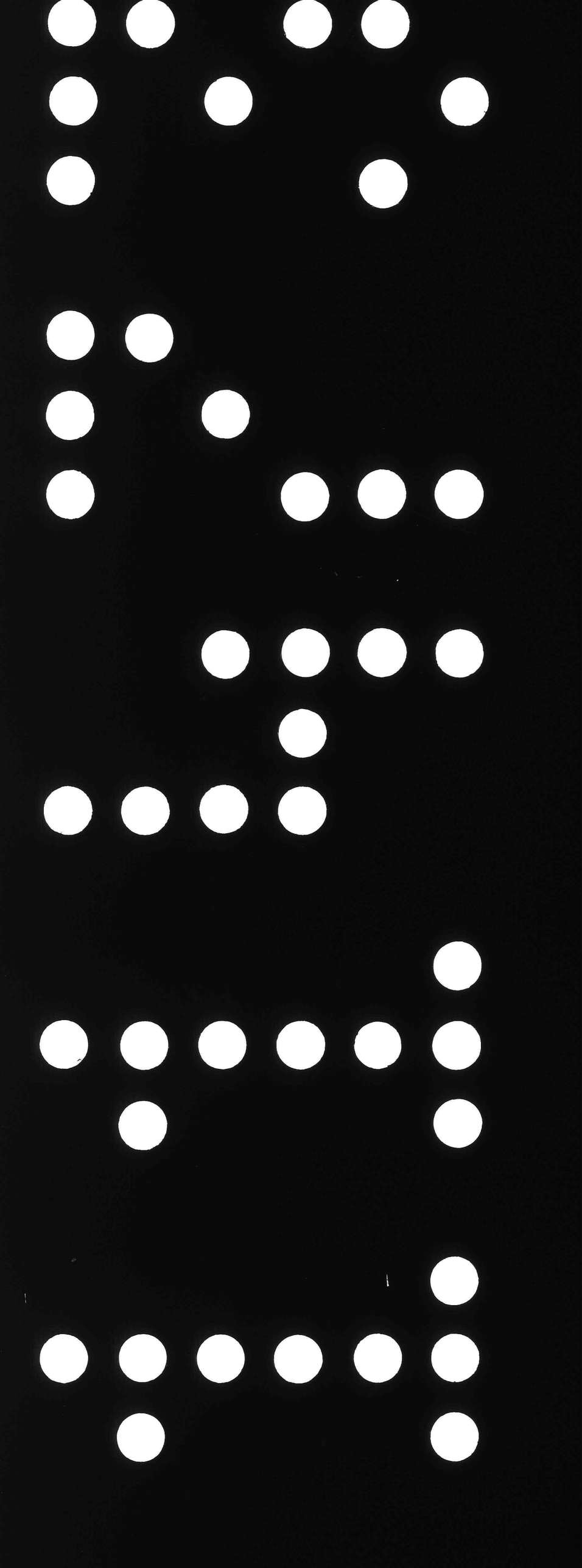

START

DÉBUT

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DU CANADA

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Indian Affairs

Indian Land Records

Six Nations (Grand River) Superintendency

Six Nations Grand River Claims, 1788-1844

(RG 10, Volume 104)

Indian Affairs (RG 10, Volume 104)

PUBLIC ARCHIVES
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CANADA

VERY. POOR. COPIE

3-April-1827.

158

This witnesseth that I. Luther Cooley junior the within named Lessee for and in consideration of the sum of Fifteen Pounds Currency of the Province of Upper Canada the receipt is hereby acknowledged do hereby assign, transfer and set over unto Orrin Holt of Mount Pleasant as within written, all my estate, right, title, interest, Claim and demand of whatsoever name or nature of, in or to the within described lands and premises, for the residue and remainder of the unexpired term of time mentioned in the within Lease — In Witness whereof I hereunto Set My Hand and seal this 7th day of October 1833.

In presence of

John N. Cooke
for Thalill Cady

his
Luther X Cooley junior
mark

This Witnesseth that I Orrin Holt the within or above named Lessee for and in consideration of the sum of Fifteen pounds Currency of the Province of Upper Canada the receipt is hereby acknowledged do hereby assign transfer and set over unto Abraham Cook of Mount Pleasant all my estate right title, interest claim and demand of Whatsoever name or nature of in or to the within described lands and premises, for the residue and remainder of the unexpired term of time mentioned in the within Lease — In

day for Thursday the Thousand Eight Hundred and

In presence of

Thalill McEwen

1 of

158.

This witnesseth that I Luther Cooley junior the within named Lessee for and in consideration of the sum of Fifteen Pounds Currency of the Province of Upper Canada the receipt is hereby acknowledged do hereby assign, transfer and set over unto Orrin Holt of Mount Pleasant as within written, all my estate, right, title, interest, Claim and demand of whatsoever name or nature of in or to the within described lands and premises, for the residue and remainder of the unexpired term of time mentioned in the within Lease — In Witness whereof I hereunto Set my hand and seal this 7th day of October 1833.

In presence of

John W. Cooke
Archibald Cooley

his
Luther X Cooley junior
mark

This Witnesseth that I Orrin Holt the within or above named Lessee for and in consideration of the sum of Fifteen pounds Currency of the Province of Upper Canada the receipt is hereby acknowledged do hereby assign transfer and set over unto Abraham Cook of Mount Pleasant all my estate right title, interest claim and demand of whatsoever name or nature of in or to the within described lands and premises, for the residue and remainder of the unexpired term of time mentioned in the within Lease — In Witness whereof I have hereunto set my hand and seal this 7th day of January One Thousand Eight Hundred and thirty four

In presence of
the words above rasped is interlined before signed
Archibald M. Ewen
Luther his X Cooley junr
mark

Orrin Holt

Oct 7
1833.

Luther Cooley junr

Memorial of the within Lease is recorded in the Book of Registry for the County of Wentworth

Registered 7th Oct. 1833.

VERY. POOR. COPIE

158

Indian Affairs (RG 10, Volume 104)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

158

This witnesseth that I. Luther Cooley junior the within named Lessee for and in consideration of the sum of Fifteen Pounds Currency of the Province of Upper Canada the receipt is hereby acknowledged do hereby assign, transfer and set over unto Orrin Holt of Mount Pleasant as within written, all my estate, right, title, interest, Claim and demand of whatsoever name or nature of in or to the described lands and premises, for the residue and remainder of the unexpired term of time mentioned in the within Lease — In Witness whereof I hereunto Set My hand and seal this 7th day of October 1833.

In presence of

John W. Cooke
Archibald Cosby

his
Luther X Cooley junior
mark

This Witnesseth that I Orrin Holt the within or above named Lessee for and in consideration of the sum of Fifteen pounds Currency of the Province of Upper Canada the receipt is hereby acknowledged do hereby assign transfer and set over unto Abraham Cook of Mount Pleasant all my estate right title, interest claim and demand of Whatsoever name or nature of in or to the within described Lands and premises, for the residue and remainder of the unexpired terme of time mentioned in the within Lease — In Witness whereof I have hereunto set my hand and seal this [illegible] day of January One Thousand Eight Hundred and Thirty Four

In presence of
the words above rasted is interlined before signed

Archibald McEwen
Luther his Cooley junr
mark

Orrin Holt

No 5
1833.

158

VERY POOR - COPIE

2 of 2

Indian Affairs (RG 10, Volume 104)

PUBLIC ARCHIVES
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CANADA

157 This Indenture Made this third Day
Twenty Seven Between Luther Cooley
in the Province of Upper Canada of
the Second Part Both Farmers the
Town Ship of London in the County
That the said Luther Cooley Signor
Certain Peice of Land Lying on the
Farme on the Grand River to Conta
Seven it being apart of the said Gran
The Late Jeneral Frederic Hald
Chief of the Province of Quebec and
Which was Mentioned to be Engaged
being had Does Hereby Give that
for the Consideration of the Sume a
and to Farme Letton and Path here by
Luther Cooley Junior his heirs and
being a part of the above Mentioned
Luther Cooley Seignior from the Sen
a parte of Said Lot Number Seven
bounded as follows beginning at a Stake
of Said Hundred acres then North
Chanes to the Rear of Said Lot. thence
Marked Eleven and Eight and Thence
to the Rear of the North Line of
Said Hundred acres to the Place of
acres of Land be the Same more or
thare unto belonging To have and To hold
to him the said Luther Cooley Junior

VERY POOR. COPIE

139 This Indenture Made this third Day o
Seventy Seven Between Luther Cooley
in the Province of Lower Canada of
the Second Part Both Farmers the
Town Ships of London in the County
That the said Luther Cooley Seignior
Certain Pease of Land Lying on the
Farme on the Grand River to Conta
Eleven it being apart of the Said Gran
the Late General Frederic Hald
Chief of the Province of Quebec and
Which was Mentioned to be injoyed by
being had Con Sons Hons Ger that
for the Consideration of the Sume o
and to Farme Letton and Doth here by
Luther Cooley Junor his heirs and Assig
being a part of the above Mentioned Lo
Luther Cooley Seignior from the Six Co
a parte of Said Lot Number Seven on
bounded as follows beginning at a Stake
of Said Hundred acres then North
Chanes to the Rear of Said Lot. thence
Marked Eleven and Eight and thence Sou
to the Middle of the North the Rear of
Said Hundred acres to the Place of
acres of Land be the Same more or
there unto belong To have and To hol
Luther Cooley Junior

17

VERY POOR - COPIE

for the Consideration of [illegible]
and to farther Letton and Doth hereby [illegible]
Luther Cooley Junior his heirs and assigns
being a part of the above Mentioned Lot
Luther Cooley Senior from the Six Ca
a part of said Lot Number Seven on
bounded as follows beginning at the Stake
of said Hundred acres then Cross the
Chance to the Rear of said Lot. thence
Marked Eleven and Eight and thence Sou
to the Middle of the Said Lot thence
Said Hundred acres to the Place of be
acres of Land be the same more or
thereunto belonging To have and To hold
unto him the said Luther Cooley Junior
Executors Exact of Three Hundred and
Ended commencing with the Date of the
Limitations and Agreements the said
Executors and administrators Doth hereby
Luther Cooley Senior aforesaid To
Currency at the time of Executing these
Yearly of said Sum of Ten pounds & C and
& C.
Extinguish said Sum of Ten pounds & C. Co
the Date In Witness whereof the Parties to
Hands and Seales the Day and Year

Delivered in Presence of us the 1827
Isaac Tiffin
David Cutts

VERY POOR - COPIE

2 of 2

Indian Affairs (RG 10, Volume 104)

PUBLIC ARCHIVES
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Read on the Within this 5th Day of April
1817 Ten Pounds Currency in full of the
Father Cooley Maintenance this Mother his
Lifetime Witness by me Father Cooley

VERY POOR COPIE

Indian Affairs (RG 10, Volume 104)

PUBLIC ARCHIVES
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CANADA

160

April one thousand Eight hundred and
Seigneur of Mount Pleasent Grand River
the first part and Luther Cooley Junior of
d Luther Cooley Junior of the Second part of the
Middlesex and Province of Upper Canada of the
the first part Doth grant and Indenture a
st side of the Road leading from the Mount
Pleasant and Known by Being Lot number
Granted to the Six Nations of Indians by
mand their Governor and Commander in
Territorys thereunto belonging $ $ $
the said Luther Cooley of the first part
d Covenants Grant in after Specified that Lessee
ace and to assume Set unto the aforesaid
all that certain Tract or Parcel of Land
Number Seven Granted by the Six
ions of Indians aforesaid and Known by being
West Side of said Road Butted and
ing in the rear
Two Degrees and thirty Minutes West twenty four
th thirteen degrees East twenty Chanes to Stake
Sixty two Degrees East twenty five Chanes
hundred Acres thence across the Middle of
ing Containing by admeasurement fifty
Less the Gettes with all the Appurtenances
the above Leased Premises with the Appurtenances

VERY POOR COPIE

12

[illegible] Chambers (Known as the Flats) 200 [illegible]
[illegible]ions of Indians aforesaid and known by being
[illegible] West Side of said Island Butted and
[illegible]ng on the [illegible]

[illegible]wo Degrees and thirty Minutes West twenty four
[illegible]th thirteen degrees East twenty Chaines to Stak
[illegible]Sixty two Degrees East twenty five Chaines
[illegible]ndred Rods thence a Craft the Middle of
[illegible]ng. Containing by admeasurement fifty
[illegible]es Be Gether with all the aforesaid
[illegible] the above leased Premises with the appurtenan
[illegible]hereis and ~~Singular~~ for and During the full
[illegible]Nine Years fully to be Compleat and
[illegible]Presents under the following Considerations
Luther Cooley Junior for himself his heirs
Covenant and agree to and with the said
[illegible] his Executors Jean Reynolds Brown
[illegible]esente to Gether with the Simple Interest
[illegible]amuch of the said Principal Sum as will
[illegible]ney which Shall not Exceed two years from
[illegible]ese Presents have hereunto Set their
[illegible] before Written

Luther Cooley

[illegible] Cooley Junr

Indian Affairs (RG 10, Volume 104)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

VERY POOR - COPIE

242

Lease

By

Wm Kennedy Smith

To

Moses Kitchen

Compd
A.G.

A Memorial of the within Lease is recorded in the Office of Registry for the Counties of Wentworth and Halton the 7th September 1832 at 9 O'Clock a.m. Lib G. folio 298 No. 430

Chas Durand
Dy Registrar

1/3 5
1 6
2 9 Dar

Indian Affairs (RG 10, Volume 104)

PUBLIC ARCHIVES
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CANADA

1 Apr 1828 162

126

This Indenture made the First day of April of the year One Thousand Eight Hundred, and Twenty Eight, Between William Kennedy Smith Farmer, residing on the Grand River Territory in the County of Wentworth, and District of Gore, Province of Upper Canada Of the one part, and Moses Kitchen Farmer, residing in the Township of Blenheim, and District of London, Province of Upper Canada aforesaid Of the other part; Witnesseth, That the said William Kennedy Smith for and in consideration of the sum of One Hundred and Twenty five Pounds Currency, of Upper Canada to him in hand paid, the receipt whereof, is hereby acknowledged, and also in the further consideration, of the yearly Rent herein after mentioned, and agreed to by the said parties to be paid, observed and performed by the said Moses Kitchen, Hath Granted, Demised, Leased, Let, and to Farm Letten unto the said Moses Kitchen his heirs, Executors, Administrators and Assigns, and by these presents Doth Grant, Demise, Lease, Let, and to Farm Letten, unto the said Moses Kitchen his heirs, Executors, Administrators or Assigns All That parcel or Tract of Land situated in the said County of Wentworth, and District aforesaid, being part of a Tract of Land Granted Demised and Leased unto the said William Kennedy Smith, by the late Captain Joseph Brant duly appointed Agent, and principal Chief of the Six Nation Indians residing on the Grand River called the Ouse, bearing date the Twenty fifth day of June, One Thousand Seven Hundred and Ninety Six, and containing Twelve Hundred acres or thereby, being for the full end, and Term of Nine Hundred and Ninety Nine Years from the aforesaid date, Which parcel of Land hereby Let Viz

Indian Affairs (RG 10, Volume 104)

PUBLIC ARCHIVES
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CANADA

Sel, consisting of One Hundred Acres or thereby is bounded and described As follows Viz^t Beginning at the Post, planted at the north west Corner of the said William Kennedy Smiths Tract of Land before mentioned, and running from thence South Twenty Six Degrees West, Forty eight Chains to a Post, Then South Sixty four degrees East Twenty one Chains to a Post, within Fifty Links of the Fence of the said William Kennedy Smith, Thence North Twenty Six degrees East, Forty Eight Chains, Thence North Sixty four degrees West, Twenty One Chains to the place of beginning: To Have and To Hold the said Granted, and Demised premises, with the appurtenances, Unto the said Moses Kitchen, his Heirs, Executors, Administrators or Assigns, for and during the remainder and residue of the aforementioned Lease as given by the said Agent of the Six Nation Indians, and being for the full Term of Nine Hundred and Nine Years from the aforesaid date fully to be completed, Yielding, and paying therefor Yearly, and every year if it shall be lawfully demanded, during the continuance of this Lease, unto the said William Kennedy Smith, his heirs Executors or Assigns, the Yearly Rent of One Pepper Corn; And it is further Covenanted, and Agreed that the said Moses Kitchen his heirs or Assigns paying the Rent aforesaid of One Pepper Corn, unto him the said William Kennedy Smith his Heirs or Assigns, that he shall and may Quietly, and peaceably have hold occupy and Enjoy the said hereby Demised Premises, during the aforesaid residue and remainder of the aforesaid Term of Nine Hundred and Ninety Nine Years, fully to be completed, without any hindrance or Molestation of the said William Kennedy Smith his heirs, or Assigns, or any other person having or lawfully claiming any right in the premises; In Witness whereof I

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CANADA

whereof the Parties aforesaid have hereunto
set their hands and Seals the day & Year
first above written. —

Signed Sealed and Delivered
& before and in the presence of us
the word degrees on the sixth Line
of the second Page being Inserted
before signing. . —

William K. Smith

his
Moses X Fitchon
Mark

Alex Allen

John Burley

Indian Affairs (RG 10, Volume 104)

PUBLIC ARCHIVES
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CANADA

165

The Honorable

James Baby

&c &c &c

17th August 1831

Hon'ble J. H. Dunn

&

Hon'ble Jas. Baby

Respecting Jones' account for surveying for the Indians.

Indian Affairs (RG 10, Volume 104)

PUBLIC ARCHIVES
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CANADA

166

York Wednesday
17th Augt. 1831.

My dear Sir,

With regard to the Enclosed Papers, and with difference to you, I think we as trustees have nothing to do, with Mr. Jones's claim on the Oneida Indians I should recommend, that Mr. Jones be informed, that we have not the power to pay any claims he may have against the Indians, for services done, in the time of another trust, and for so long a period ago; that we can only pay such a claim upon the express order of the unanimous consent of the ale the Chiefs. If we had employed Mr. Jones I think we could pay him, without reference to the Indians, but as the matter stands it is not an affair of the present trustees—

Yours very truly

[illegible]

Indian Affairs (RG 10, Volume 104)

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CANADA

167

12th Sept. 1831.

Honble J. Baby
to
Jones

Respecting charges for
Surveys.

Indian Affairs (RG 10, Volume 104)

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ARCHIVES PUBLIQUES
CANADA

York 12th Septr 1831 - 168

Sir,

I have laid before the other Gentlemen Trustees with me your letter and your account of surveys made for the Six Nations of Indians settled on the Grand River. We are of opinion that you ought to be paid for the work you have performed, but it is not in our power to pay any claims without the unanimous consent of all the Chiefs assembled at some of their public meeting openly recognised. Our Trust being for the sole purpose of seeing the monies accrueing to the Grand River Indians duly paid accounted for — I have the honor to be,

Sir,

Augustus Jones Esqre Your very humble Servt

Cold Springs

Grand River —

J Bailey

Indian Affairs (RG 10, Volume 104)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

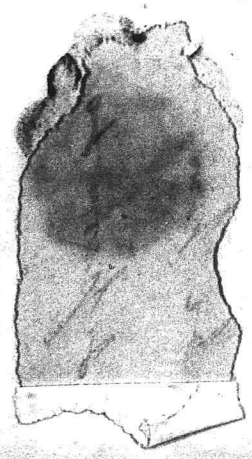
POOR. COPIE

169

Paid &c

The Honble Peter Robinson
&c &c
Commissioner of Crown Lands
York

James Gilpin
Brantford 17 Sep. 1831



Wishing to be informed
if he can obtain 3 or 4
building lots in rear of
the Money now taking place
in the Village of Brantford

Kept 21

Answered
Finally 19th March
1832

Rec^d 22^d Feb. 1831

Indian Affairs (RG 10, Volume 104)

PUBLIC ARCHIVES
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CANADA

POOR. COPIE

1265

17 Sept 1831 170

Sir,

I would feel much obliged if you will inform me if I can obtain three or four building lots in the rear of the survey which has at present taken place in the Village of Brantford, or what terms the lots are to be procured. & likewise if I can have possession to as immediately to commence my arrangement for building on them, I remain

Sir Yours Obedtly,

James Gilpin

Brantford Sept. 17th 1831

Indian Affairs (RG 10, Volume 104)

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CANADA

POOR COPIE

Lease
Robt. Thomas
to
John Thomas
15th. August 1831

Robert Jackson

Maria Jackson

Indian Affairs (RG 10, Volume 104)

PUBLIC ARCHIVES
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CANADA

POOR COPIE

This Indenture Made this Fifteenth day of August in the year of Our Lord One thousand eight hundred & thirty One Between Richard Thomas of the County of Wentworth District of Gore in the Province of Upper Canada Farmer of the One part and John Thomas of the above stated place Farmer of the Second part Witnesseth that the Sd Richd Thomas of the first part for and in Consideration of the Sum of Eighty — Pounds Current Money of the Said Province to him in hand paid the Receipt Whereof is hereby acknowledged and also for the further Consideration of the yearly rent herein after mentioned and agreed to by the Said parties to be paid observed and performed by the Said party of the Second part. Hath granted demised leased let and to farm letten unto the Said party of the Second part and by these presents Doth grant demise lease let and to farm letten unto the Said party of the Second part his Heirs Executors Administrators & Assigns All that parcel or tract of Land Situated in the County aforesaid being part of that Granted Demised & Leased by Augustus Jones of the County aforesd to the Said Richd Thomas as appears by Lease bearing date the Nineteenth day of July in the year of our Lord One thousand eight hundred & twenty eight and may be more fully known & described as follows. Commencing at the South part of the

Indian Affairs (RG 10, Volume 104)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA
POOR. COPIE

the said Richard Thomas Lot of Land at the South Western Corner at a Post and running from thence North 66 degrees 30 minutes East Eight chains to the Corner of the fence to a Post thence North Thirteen degrees West Seven chains and fifty links to Corner the fence and Dumfries Line thence South Seventy seven degrees West Eight chains More or less to the Western Boundary line of said Lands thence South Thirteen degrees East Nine Chains to the place of beginning. Containing about Six Acres and Thirty two perches More or less To have and to hold the said granted demised and leased premises with the appurtenances unto the said party of the second part his Heirs Executors Administrators and assigns unto the Sd party of the second part his Heirs Executors Administrators and assigns for and during the remainder and residue of a Lease given by the late Capta Joseph Brant Agent of Six Nations of Indians and being for the full term of Nine hundred and Ninety and Nine years from the first day of March in the year of our Lord one thousand eight hundred & five fully to be completed yielding and paying therefor yearly and every year if it shall be lawfully demanded during the Continuance of this Lease unto the said party of the first part his Heirs Executors Administrators and assigns the yearly rent of one pepper Corn. and it is further Covenanted and agreed that the said party of the second part his Heirs and Assigns paying the rent aforesaid unto him the said party of the

the first part his Heirs or Assigns that he shall and may quietly and peaceably have hold occupy and enjoy the said hereby demised premises during the aforesaid residue and remainder of the aforesaid Term of Nine hundred and Ninety and Nine years from the said day and date fully to be Completed without any hindrances disturbances or Molestation whatsoever of him the said party of the first part his Heirs or Assigns or any other person or persons having or lawfully claiming any right in the premises In Witness whereof the parties aforenamed have interchangebly set their hands and seals the day and year above Written

Signed Sealed and delivered in the presence of us
Peter Connor
John Robson

Richard Thomas
Thos Thomas

Received of the within Named John Thomas the Sum of Eighty Pounds it being the full mentioned Consideration Money as Named as having been paid this 15th day of August 1831

Witness —
Peter Connor
John Robson

Richard Thomas

Indian Affairs (RG 10, Volume 104)
PUBLIC ARCHIVES
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CANADA
POOR COPIE

4th Sept 1831

Reg

Indentures

24 - Sept - 1831.

Indian Affairs (RG 10, Volume 104)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

POOR COPIE

This Indenture made the twenty fourth day of September, One thousand eight Hundred and thirty one, between John Jamieson of Montreal in the Province of Lower Canada Merchant, of the one part and Abraham Cook of Mount Pleasant in the County of Haldimand, District of Gore and Province of Upper Canada Merchant, of the other part Witnesseth, that whereas Joseph Brandt Principal Chief of the Six Nations of Indians settled on the Grand River, by a certain Indenture under his hand and seal dated the first day of May One thousand eight hundred and six, did lease unto John Eaby Lot number seven on the West side of the main Road leading thro' Mount Pleasant for and during the term of Nine Hundred and Ninety Nine years to commence on the fifth day of October, One thousand seven hundred and eighty four, the date of the original Grant to the said Six Nations of Indians; and by the said John Eaby conveyed to David Burtch, the said David Burtch conveyed part of said Lot to Frederick Seaward and this part being sold by the Sheriff of the District of Gore on the sixteenth day of November Eighteen Hundred and twenty two the said John Jamieson became the purchaser, as will more fully appear by reference to the said Sheriffs deed of Transfer.—

Now Know ye that for and in consideration of the sum of Two Hundred Pounds lawful Money of the Province of Upper Canada the receipt whereof is hereby acknowledged, the said John Jamieson doth lease, and to farm let to the aforesaid Abraham Cook his heirs and assigns the North East Corner of the said Lot number seven butted and bounded as follows— beginning at the post between Number Seven and Eight

Indian Affairs (RG 10, Volume 104)

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CANADA

POOR COPIE

running from thence North sixty four degrees West thirteen chains fifty links along the old line said to be run North sixty two degrees thirty minutes, West, allowance being made for variation:— thence South eleven degrees thirty Minutes West three chains seventy five links to a stake. thence South sixty four degrees East thirteen Chains fifty links to a stake at the road. thence North Eleven degrees thirty Minutes East three chains and seventy five links along the west side of the highway to the place of Beginning, Containing five Acres of land together with all the improvements and appurtinances thereon and thereto belonging.— To have and to hold the above leased Premises with the appurtinances to the said Abraham Cook his heirs and assigns for and during the full term of time to be completed and ended in Nine Hundred and Ninety Nine Years from the date of the original lease to the said Six Nations of Indians — under the following Consideration, that the said Abraham Cook for himself his heirs and assigns, during the remainder of the said term of Nine Hundred and Ninety Nine years shall yearly and every year on 24th day of July pay or cause to be paid to the said John Jamieson his heirs Executors or assigns One Pepper Corn, if the same shall be lawfully demanded.— And the said John Jamieson doth hereby grant and agree to and with the said Abraham Cook his heirs and assigns they performing the above mentioned Condition that he the said Abraham Cook shall and may quietly and peaceably have hold occupy and enjoy the said Parcel of Land before described and hereby leased together with all the profits privileges advantages and appurtinances thereunto belonging or in any wise appertaining for and during the aforesaid unexpired time of the term of Nine Hundred and Ninety Nine years without the lawful let hinderance or Molestation of them the

Indian Affairs (RG 10, Volume 104)

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CANADA

POOR COPIE

said John Samieson his heirs executors administrators or Assigns or any or either of them or of or by any other Person or Persons whatsoever claiming or to claim from him or them or either of them.— In Witness whereof the said John Samieson hath hereunto set his hand and Seal the day and Year first above written.

Signed Sealed and delivered
in presence of
Chas D Thompson
James Durand

John Samieson

Indian Affairs (RG 10, Volume 104)

PUBLIC ARCHIVES
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CANADA

POOR COPIE

15th Oct. 1831

Jones to Hon'ble
J. Baby -

Respecting Survey
— &c.

Paid

Honorable James Baby.

Trustee to the Six Nations
of Indians &c &c &c
York

BRANTFORD
17
Oct
31

Indian Affairs (RG 10, Volume 104)

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ARCHIVES PUBLIQUES
CANADA

POOR. COPIE

Cold Springs Grand River 15th Octr 1831

180

Sir,

I am favored with your letter of the 12th of last month, respecting my Claims, on the Six Nations Indians, on the Grand River, for Surveys performed for their use, by order of their late agent, the late Capt. Joseph Brant, for your kind attention, to my letter & account, Please accept of my best thanks — I waited on His Excellency the Lieut. Governor, the day after the Council with the Chiefs, when he was so Kind, as to tell me the arrangements the Chiefs had made with their Trustees, in puting their Grand river Land affairs, in their Hands, and that the said Trustees, would, Give Notice, When those people having Claims, on the Indians, would send in their Claims, to the said Trustees, at which time, at which time His Excellency thought it would, be the best time, for me, to send in my claims, for a further arrangements

I saw Mr. B. Jurquands a. a. de. Statement in regard to the affairs of the Grand River Indians, — Permit me to add, a few, things, to throw some little light, on his Statement de- Robert Pelkington — (James Crooks Esquire) I believe to be his agent, as he these Mr. Crooks told me, a bout 12 months since, that he paid the Regular Interest, due, to Mr. John Claus, and asked me, at the same time, if Mr. Claus paid the Indians their dues he — ——

There were two obligations, found among the late Capt. Brants papers. the amount I cannot say, but belive to be a bout two thousand Dollars, Given by Benjamin Canby, to the late John Dachsteder. — I as an Executor to the Estate of the sd. late Capt. Brant, asked the late Col. Claus Trustee - what knowledge he had a bout the - When he told me, that them obligations was Given, in consider- -ations of the Indian Lands that Canby got, and that them sums of money

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CANADA
POOR COPIE

money belonged to the Six Nations of Indians, and he the said Trustee requested of me to deliver, the sd two ~~said~~ obligations to William Dickson Esqr. ~~their~~ attorney, to the said Indians — which request, Immediately complied — with, and delivered the said obligations, to the said attorney, in the Presence of the sd Trustee. these few observation, I think it my duty to submit, for Mr. B. Turquands informations.

I am your most obedient Humble Servant.

Augustus Jones.

Honorable James Baby.

Trustee, to the Six Nations of Indians Grand river.

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CANADA

POOR. COPIE

182

E. C. Griffing

Brantford 3rd Nov 1831

respecting Town Lots
in Brantford. —

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CANADA

POOR COPIE

Brantford 3d. November 1831

Sir,

At the time the Town Plot of Brantford was Surveyed I made an application to Capt. Brant for Lots No. 5 and 6 north side of Talbot Street, and in Consequence of my application being made so Early, Mr Powell supposing that my Claim was such that he had no Controul over it, reserved the Lots from Sale, when the other Town Lots was Sold — Mr. H. L. Dutton having at the time of my application and in pursuance of Mr. Powells gave his Consent that I should purchase the Lots — as the Lots have not been Sold I beg you will be kind enough to Consider me the purchaser. Mr. Dutton has recently resumed his former Claim and Sold the Lots to Mr. Tupper, who is about taking possession of them — I beg leave to refer you to a Memorial which Mr. Dutton and others sent to His Excy. the Lieut. Govr. resigning all Claim to the Grounds he formerly was in pos-

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POOR COPIE

1268

Brantford 3d. November 1831

Sir,

At the time the Town Plot of Brantford was Surveyed I made an application to Capt. Brant for Lots No. 5 and 6 north side of Talbot Street, and in Consequence of my application being made so Early, Mr. Powell supposing that my Claim was such that he had no Controul over it, reserved the lots from Sale, when the other Town lots was sold — Mr. H. D. Dutton having at the time of my application and in presence of Mr. Powell gave his Consent that I should purchase the Lots — as the Lots have not been sold I beg you will be kind enough to Consider me the purchaser. Mr. Dutton has recently resumed his former Claim and sold the Lots to Mr. Tupper, who is about taking possession of them — I beg leave to refer you to a Memorial which Mr. Dutton and others sent to His Excy. the Lieut. Govr. resigning all Claim to the Grounds he formerly was in

Copy

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POOR COPIE

possession of, except his building lots—
This memorial was sent to His Exc^y.
about the time the Town was being
surveyed — I beg leave to refer you
to Mr. Burwell for further particulars —

I have the honor to be
Sir,

Your obt. humble Servant

E. C. Griffing

The Honble Peter Robinson
Com^r. Cr. Lands
" "
York

Indian Affairs (RG 10, Volume 104)
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CANADA

POOR. COPIE

182

E. C. Griffing

Brantford 3rd Nov 1831

Respecting Town Lots
in Brantford.—

Indian Affairs (RG 10, Volume 104)

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CANADA

Poor Copie

183

Brantford 3d. November 1831

Sir,

At the time the Town Plot of Brantford was Surveyed I made an application to Capt. Brant for Lots No. 5 and 6 north side of Talbot Street, and in Consequence of my application being made so Early, Mr Burwell supposing that my Claim was such that he had no Controul over it, reserved the Lots from Sale, when the other Town Lots was sold — Mr. W. D. Dutton having at the time of my application and in pursuance of Mr. Burwell gave his Consent that I should purchase the Lots — as the Lots have not been sold I beg you will be kind enough to Consider me the purchaser. Mr. Dutton has recently resumed his former Claim and sold the Lots to Mr. Tupper, who is about taking possession of them — I beg leave to refer you to a Memorial which Mr. Dutton and others sent to His Excy. the Lieut. Govr. resigning all Claim to the Grounds he formerly was in

Tupp

Indian Affairs (RG 10, Volume 104)
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CANADA
POOR COPIE

possession of, except his building lots—
This Memorial was sent to His Exc.y
about the time the Town was being
Surveyed — I beg leave to refer you
to Mr. Burnell for further particulars —

I have the honor to be

Sir,

Your obt. humble Servant

E. C Gr[illegible]

The Hon.ble Peter Robinson
Comr. C.R. Lands
&c &c
York C.

Indian Affairs (RG 10, Volume 104)

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CANADA

POOR COPIE

Henry Brant
memorandum
to
Thos Ketcher
for lands
now in possion
of
Thomas Fokes
and the real owner
also living on the
said place
Dated 14 Nov 1831.

185

1831

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CANADA

POOR. COPIE

Henry Briant
Memorandum
of
Thos Ketchum
Farm Lands
now in possession
of
Thomas Fokes
and the said Farmer
also living on the
said place
Dated 14 Nov 1831.

185

1831

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CANADA

POOR COPIE

14 Nov 1831/86

Articles of agreement made and concluded upon between Henry Brant of the Mohawk nation of the Grand River of the first part and Thomas Ketchum of the same place as follows, that is to say the party of the first part agrees to Let unto the party of the second part a certain piece of new Land lying and being between Smiths Land and the East Lemon's road, leading from Brantford, the said party of the second part to have the said Land rent free for the Space and time of Eight years from the first day of April next the said party of the second part agrees to make good and sufficient fence on all the land that he may improve, out of such timber as the party of the first part shall furnish

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CANADA

POOR COPIE

in the woods now growing on the tract of the Grand River land which place is to be pointed out by the party of the first part to the party of the Second part where the timber for said fence is to be cut and at the expiration of the above mentioned eight years the said party of the second part is to deliver up all building standing on said premises and fences and all out houses to the party of the first part, and the party of the second part further agrees to not to remove any buildings or fences of said land — Saigned in by the said parties in this 14 November 1831

Henry Brant

Witness
W R Smith

his
Thos + Ritchen
mark

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CANADA

POOR COPIE

188

Transfer
Joseph Markwell
to
W. F. Wallace
Wallace — they
29. Dec. 1831.
W½. 8. So. Side of
Colborne Street
Brantford.

[illegible]
[illegible]
[illegible] 1832
[illegible]
[illegible]
[illegible] 1832
[illegible]

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CANADA
POOR. COPIE

Know all men by these presents, that I Joseph Markwell of the Town of Hamilton in the Gore District and Province of Upper Canada, Baker and Grocer, for divers good valuable considerations me hereunto ~~moving~~, have nominated, made ordained, constituted and appointed, and by these presents do nominate, make, ordain, constitute and appoint William Wallace and John Wallace both of the Town of Brantford in the District and Province aforesaid, Merchants, for me and in name, place and stead to ask for, obtain, procure and receive of Land from the Land Granting Department or Executive Government of this Province the Government Patent Deed for the west half of Lot number eight situate in the said Town of Brantford on the South side of Colborne Street; and I do hereby empower and allow that the said William Wallace and John Wallace, or either of them may constitute one or more Attorney or Attorneys under them for the purpose aforesaid—.

In witness whereof I have hereunto set my hand and seal at Brantford aforesaid, this twenty ninth day of December 1831.

Signed Sealed and Delivered
In presence of—
The name "William"
being written on an erasure.
Peter Hawley
Reuben Lemon

Joseph Markwell

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CANADA
POOR COPY

198

Honble Peter Robinson

Commissioner of Crown Lands

York

U.C.

Indian Affairs (RG 10, Volume 104)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

POOR COPY

191

Brantford 10th January 1832

Sir/

We purchased the West half of Lot No 8, south side of Colborne street, in the Village of Brantford of S Markwell for which we have paid him in full, we send down by Mr Burwell the amount of the instalments due to the Government office, also Mr Markwells order for the deed, and you would obledge us very much by sending us the deed in the name of Wm & John Wallace, —

Hon.ble Peter Robenson
Commissioner of Crown Lands
York —

Yours Most Respectfully
Wm & J. Wallace

5

26

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CANADA

POOR. COPIE

£2.1.8 Cy

192

Commissioner of Crown
Lands Office
York 3rd November 1831

Received from Joseph Markwell the sum of Two pounds one shilling and eight pence Cy being the first instalment of the purchase money for the West half Lot No 8 South side of Colborne Street Situated in the Village of Brantford in the District of Gore sold to him at the valuation of £8.6.8 Cy payable on quarter dons and the remainder in three equal annual instalments without interest

Peter Robinson

I see that the 3 qr will be due on the 3 July is what I mean to you to see Mr R for if we have to pay that then it will take up all the 2 fifths of payment

Write immediately

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CANADA

POOR. COPIE

193

Received of and from the within named John Wallace and William Wallace on this sixth day of May 1831 - being the day of the date of the within Bond, the sum of eighteen pounds and fifteen shillings of lawful money within mentioned, being in full payment of the first instalment within mentioned - As witness my hand and Seal this 6th day of May 1831 -

Witness -
E C Griffing
Alex. Wetherdon

Joseph Markwell

Bond from Joseph Markwell to John Wallace & William Wallace
7th day of May 1831

Received of the above mentioned Wm & John Wallace the sum of six pounds five shillings lawful my of this province being the full amt of the second installment as witness my hand, at Brantford on the 22 day July A.D. 1831 £6.5.0

Joseph Markwell

Witness E C Griffing

accepted an order to Supplier for 10 $ to pay him

Brantford 29th Dec 1831

Received of the above mentioned Wm & John Wallace the sum of eighteen pounds fifteen shillings C.Y. being the balance in full as specified in the conditions of the within bond

Witness
Reuben Leonard

Joseph Markwell

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CANADA

POOR. COPIE

Know all men by these presents, that I Joseph Markwell of Saint Catherines, in the Niagara District and Province of Upper Canada, Gentleman am held and firmly bound unto John Wallace of Brantford in the Gore District and Province aforesaid, Gentleman, and William Wallace of Toronto, in the Home District and Province aforesaid, Gentleman, in the penal sum of five hundred pounds, of lawful money of Upper Canada, to be paid to the said John Wallace and William Wallace, their several and respective heirs, executors, administrators and assigns, or to the heirs, executors, administrators and assigns of either of them (in case of the death of either of them); For which payment well and truly to be made I bind myself, my heirs, executors and administrators firmly by these presents, Sealed with my Seal. Dated this sixth day of May in the year of our Lord one thousand eight hundred and thirty one, and in the first year of the reign of His Majesty King William the Fourth. &c.

The condition of this obligation is such, that if the above bounden Joseph Markwell, his heirs, executors, or administrators

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CANADA

POOR COPIE

or any or either of them do and shall well and
Sufficiently make Sign, Seal, execute and deliver
or Cause, or procure to be made, signed, sealed
executed and delivered unto the said John Wallace
and William Wallace, or to their heirs, executors
administrators and assigns, a good and valid
Deed in Law, Such as will well and perfectly
transfer, Convey, grant and Confirm unto the
said John Wallace and William Wallace and their
heirs and assigns forever, in fee Simple, as
tenants in Common a good, perfect and indefasi-
-ble estate of inheritance to them, of, in, to and
out of All and Singular that certain piece parcel
or tract of Land Situate lying and being in the
Village of Brantford in the District of Gore
and Province of Upper-Canada, being Composed
of the west half of Lot number Eight, on the
South Side of Colborne Street in the said
Village of Brantford; when and so soon as the
said John Wallace and William Wallace, or their
heirs, executors, administrators, or assigns, or any or
either of them shall well and truly pay, or Cause
to be paid unto the said Joseph Markwell, his heirs,

Executors

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CANADA

POOR COPY

executors, administrators or assigns the just and full sum of forty three pounds and fifteen shillings of lawful money of Upper Canada; provided the said Sum of money be paid in the manner and by the times following (that is to say): The Sum of eighteen pounds and fifteen shillings at the day of and on the execution of this obligation, the further sum of six pounds and five shillings of lawful money aforesaid, on or before the fourteenth day of July next ensuing the date hereof, and the further sum of eighteen pounds and fifteen shillings of lawful money aforesaid, on or before the first day of January next ensuing the date hereof; But if default shall be made by the said John Wallace and William Wallace as aforesaid, by and at the times hereinbefore specified for the payment of the said Sum of forty three pounds and fifteen shillings, of or in the same, or any part thereof; then this obligation to be null and void, otherwise to be and remain in full force and virtue.

Signed, Sealed and Delivered
In the presence of
The name "Wallace"
being first interlined on
this page
P. Hawley
E C Griffin

Joseph Markwell

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CANADA

POOR COPIE

197

Jas. Thompson & Ors
Paris 24th Decr. 1832
Paid 7

Hon. Peter Robinson
York

Paris
5 Jan

Requesting that their Petition respecting the Indian Lands, dated in May last may be laid before Col: Givens

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CANADA

POOR. COPIE

198

Paris 24 Dec.r 1832

To the Hon. P. Robinson

Sir having noticed in a York Paper an advertisement requesting all occupants or those having claims on the Indian Lands lately surveyed by Lewis Burwell to lay their claims before the Hon. Col. Givens we therefore the undersigned, having claims on the said Lands by 21 Year leases having made improvements and being in possession do now again make application to you Honor that you would be pleased to lay before the Hon Col. G. our former petition which was addressed to you in May last that we may know the result as soon as possible for we are still making improvements in hopes of being able to purchase on favorable terms hoping that our situations will be considered and not suffer our labor to be sacrificed to greedy speculators as there are some looking with a jealous eye determined to take advantage of our improvements

Jas. Thompson
John Smith
John Stewart
John Shoquers
William Keene
Daniel Spuer

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CANADA

POOR COPIE

7

The Honourable
Peter Robinson
Commissioner of Crown Lands
York

John Fleming
Brantford
8th Dec. 1832.

Stating that he obtained permission from Mr Brant to settle on lot 7 on the Lore Indian lands.

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POOR. COPIE

Indian Land, Governor Road,
8th December 1832

The Honble. Peter Robinson

Honoured Sir,

Nearly Twelve Month ago by permission of James Boant Esq. I took possession of Lot No. 7 on the Gore Indian Land, Governor Road on the footing that I should have it by purchase on the same terms as those in the Neighbourhood.

I have Built a House and made large improvements at a considerable expence thereon & course I am extremely anxious to have it settled whether or not I shall obtain the Patent very more especially as reports are current here that Mr Jones has obtained authority from your Honour or some other person to commence operations on the same Lot.

I shall esteem it a particular favour if your Honour would inform me by return of Post whether you have Granted Mr Jones this power or what claim He may lawfully have to the Lot in Question or if I am likely soon to have a settlement as to it.

Your answer as soon as possible will oblige

b

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POOR COPIE

to me to ly at Brantford Post Office till
called for will much Oblige

Honoured Sir

Your Mo. Ob. Hum. Servant
John F. Leming

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POOR. COPIE

Rufus Stoughton
27th Nov. 1852. Brantford.

Requesting his Deed to
be forwarded &c

1852

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CANADA

Poor Copy

Brantford 27th of 11th mo 1832

Peter Robertson I think now to remind thee of thy promess thinking that in the multiplisity of thy business thou hast forgotten that thee promised to prepare my deed and send it to me as I have thy ~~rec~~ rect for the money which I paid to thee in Brantford, I hope there will be but little delay in forwarding my deed as it will be of great importance to me as I am under a bond to another person to give him a deed and I fear that delay may cause me trouble, I send this letter by Jedediah Jackson and wish thee to send me the deed by him if possible and oblige thy friend Rufus Hoaghton

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CANADA

POOR. COPIE

1832

Walter Fraser

To

Christopher Prosper

Copy of

Lease.

Dated 22nd November

1832 - For 21 Years

204

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CANADA

POOR COPIE

22 Nov 1832

205

This Indenture made the twenty second day of November in the Year of our Lord One thousand eight hundred and thirty two between Walter Fraser (an Indian of the Mohawk Tribe) of Mount Pleasant, on the Grand River Track District of Gore and Province of Upper Canada of the one part and Christopher Misner (Yeoman) of the other part Witnesseth that the said Walter Fraser for and in Consideration of the Yearly rents Covenants and agreements hereinafter reserved and contained on the part and behalf of the said Christopher Misner, his heirs or assigns to be paid, observed and performed hath demised granted and to farm let, and by these presents doth demise, grant and to farm let unto the said Christopher Misner, his heirs or assigns, all that certain farm piece or parcel of land situate lying and being on a certain tract or territory of land on the Grand River in the province aforesaid now in the possession of the Six Nations of Indians residing thereon and known and described as follows that is to say, and the east side of the road leading from Brantford to Long Point; on the south side or bank of the aforesaid River and at the north west angle of the farm now in the possession and occupancy of Erastus Benedict and running thence in Company with said Benedicts eastern line south six degrees east ninety chains, thence North eighty four degrees east twenty two chains, thence North six degrees west to the bank of said River thence up the said River to the place of beginning or first mentioned boundary containing two hundred acres of land more or less. Together with all and singular the benefits liberties privileges and appertenance to the said premises belonging; To have and to hold the said demised premises with the appurtenances unto the said Christopher Misner his heirs or assigns from the day of the date of these presents for, and during and until the full and whole term of twenty one Years thence next ensuing and fully to be completed and ended: Yielding and paying therefor Yearly and every Year during the said Walter Frasers his heirs or assigns the

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POOR COPIE

five pounds lawful money of the Province aforesaid on the twenty second day of November in each and every year as aforesaid without any making any deduction or abatement on any account or contingency whatsoever and the said Christopher Misner his heirs and assigns hereby covenant and agree that at the end of the term aforesaid, shall and will peaceably and quietly leave surrender and Yield up unto the said Walter Fraser is heirs and assigns the said hereby demised premises And the said Walter Fraser for himself his heirs and assigns doth hereby covenant and agree to and with the said Christopher Misner, his heirs and assigns as follows, to wit, that the said Christopher Misner, his heirs and assigns, paying the said Yearly rent hereby reserved in manner and form aforesaid shall and may peaceably and quietly have hold occupy and enjoy the said hereby demised Premises, with the appertenances, for the term aforesaid without any lawful let suit, hindrance or molestation of the said parties of the first part, his heirs or assigns or any other person or persons claiming or to claim by, from or under him them or any of them or any other person or persons having or lawfully claiming any right in the said premises

In Witness whereof, the parties hereunto have interchangably set their hands and seals the day and year first above written N. B. the words "or bank or the first page interlined before executed

Sealed and delivered in the presence of

Robert McIntyre,
Arnold Peel
John Bloomfield

Walter Fraser his mark X
Christopher Misner, his mark X

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POOR COPIE

Samuel Thiel
to
Addison Vandulip
Quit Claim
Dated the 16th Novr. 1832

No. 6

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CANADA

POOR COPIE

17 Nov 1832

208

Know all men by these presents that I Samuel Theal of Grantham in the District of Niagara in the Province of Upper Canada Yeoman, for and in consideration of the sum of One hundred and fifty pounds of lawful money of Upper Canada to me in hand paid, at or before the sealing and delivery of these presents, the receipt whereof I hereby acknowledge, have, and by these presents do hereby assign, set over, and forever quit claim all my right, title, interest trust claim and demand, which I ever had, now have, or which my heirs, executors, or administrators may hereafter have, to Lot number one of the Indian Lands, adjoining the West line of the Township of Ancaster, and lying on the South side of the Swamp, or Mohawk Road leading from Ancaster to Brantford as described in the original Lease from the late Captain Joseph Brant to one Joseph Culhman, together with the said original Lease, and all such assignments as have been made by the parties who have by virtue of the said original Lease made thereunto Addison Vanduzer of the said Grand River Trust, his heirs, executors, administrators and assigns. In Witness whereof I have hereunto set my hand and seal at the Grand River Trust this Seventeenth day of November in the year of our Lord one thousand eight hundred and thirty two.

Signed, sealed and delivered
in presence of us

Oren Theal
Lewis Burwell

Samuel Theal

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POOR COPIE

REGISTERED.

O. H. M. S.

209

H. Reed

The Indian Agent,

at

Dept. of
Indian Affairs.

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CANADA

POOR COPIE



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CANADA

POOR COPIE

I Marvel White do sign and deliver to
Clover Bouse the contents of the within
Article to have and to hold the contents here
in contained for which I have received
sixty dollars.

Marvel White

211.

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CANADA

POOR. COPIE

This may Certify that I George Murdock
have signed over all my right title Claim and
Demand of Lot No 1 on the south side of the road
Leading from the Head of Lake Ontario to the grand
River Both and Bounded as follows Beginning at a stake
Marked one and two thence south fifty two and one half Degrees
West four Chains & fifty links to a Stake thence North
70 Degrees West five Chains & fifteen links to a Stake
on the Indian Line marked one thence along westerly
on said Indian Line Thirty Eight Chains & fifty links to
the Road thence south westerly along said Road twenty Chains
to the first mentioned Boundary containing one Hundred
& Seventy three Acres of Land and I do hereby Certify that
I am Lawfully Seized in fee of the above mentioned
Premises with the Appurtenances together with all
the transfers which ever has been from the Crown
up to this Present Date in consideration of one Hundred
& Thirty Dollars which sum I do hereby Acknowledge
I have Rec'd of William Proctor his Heirs and assigns in
full pay and satisfaction for the above mentioned and
described Lands — given under my hand and Seal
with my Seal of Office affixed in the County of Lincoln &
District of Niagara on the tenth Day of June in the
year of our Lord one thousand Eight Hundred &
Eleven in presence of

Jean Pratt George Murdock

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CANADA

POOR COPIE

Know all men by these presents that I [illegible] for and in consideration of the sum of Three Hundred and Thirty two Dollars and fifty cents to me in hand paid by [illegible] the receipt whereof I do hereby acknowledge have granted bargained and sold and by these presents do grant bargain and sell unto the said [illegible] his heirs and assigns forever all that certain lot piece or parcel of land situate lying and being in the Township of Stamford in the County of Welland and Province of Upper Canada and known and distinguished in the plan or survey of the said Township of Stamford by the number fifty two in the first Concession from the Niagara River and containing by admeasurement one hundred and fifty acres be the same more or less and all my right title interest claim and demand whatsoever of in and to the said lot of land and premises and every part and parcel thereof to have and to hold the said lot of land and premises with the appurtenances unto the said [illegible] his heirs and assigns forever to the only proper use benefit and behoof of the said [illegible] his heirs and assigns forever and I the said [illegible] for myself my heirs executors and administrators do covenant promise and agree to and with the said [illegible] his heirs and assigns that I the said [illegible] my heirs executors and administrators shall and will warrant and forever defend the said lot of land and premises with the appurtenances unto the said [illegible] his heirs and assigns forever against the lawful claims and demands of all and every person and persons whomsoever claiming or to claim the same or any part thereof by from or under me or my heirs executors or administrators or any of them

Given under my hand at Niagara County of Lincoln & State of Ohio this 15th day of Oct. 1822.

Wm Powell

Attest Thos W. Powell

Jas. Stamford

John Brant Esqr. do hereby certify to the Grantee to take out the within Deed and grant unto Wm Powell Esqr. a new Deed in lieu thereof Ratify his title in every thing to him the said Grantee given

Respectfully

Wm Powell

Geo. Ryerse

(Vol. 5)

Sealed & Delivered in presence of Abraham Carl

William Ferry

Geo. Ryerse

October 3rd 1823

Sir John Brant Esquire

Dear Sir I purchased the within mentioned lot of land of Wm Powell Esqr. and have had a Deed made out by his request. I therefore sign over all my right, title, claim and interest of what ever name or nature, in and to the premises. I have hereunto set my hand and seal on the day and year above written (Viz) October 3rd 1823

William Ferry

In presence of

Abraham Carl

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POOR COPIE

8-7-77

Remarks Vol= 104

number 14 -

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L.a.

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Niagara District
To Wit

Personally appeared before me Alpheus S. St John Commissioner for taking affidavits in Court K. B. Peter Culver and made oath that the within is a true copy of the Original Lease now in his possession executed as within stated

Peter Culver

Sworn before me at Dunnville this 10th day of February 1835
Alpheus S. St John
Commissioner for taking affidavits in Court K. B.
for Niagara District

10th Feb 1835
Lease
Augustus Jones
To
Peter Culver

one hundred & thirty
13.1.10
one pounds ten & hilling
Js

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POOR. COPIE

This Indenture made the Sixth day of November in the year of our Lord one thousand eight hundred and Thirty two Between Augustus Jones of the Tolonship of Dumfries in the County of Wentworth the district of Gore and the Province of Upper Canada Surveyor of the first part and Peter Culver of the Tolonship of Rainham in the county of Haldimand. District of Niagara and the Province of Upper Canada aforesaid farmer of the Second part Witnesseth that the said Augustus Jones of the first part for and in consideration of the sum of one ~~Hundred and twelve~~ Pounds ten Shillings current money of the Province aforesaid to him in hand paid the Receipt whereof is hereby acknowledged and also for the further consideration of the Yearly rent herein after mentioned and agreed to, by the said parties to be paid observed and performed by the said party of the second part Hath Granted Demised Leased let and to farm letten unto the said party of the second part and by these presents Doth Grant Demise Lease and to farm let unto the said party of the Second part his heirs, Executors, administrators and assigns all that parcel or tract of land lying and Situated in the aforesaid County of Haldimand and it being a part of a tract of land Granted Leased and demised by the late Captain Joseph Briant agent to the Six Nation of Indians residing on the Grand River (called the ouse) unto Augustus Jones of the first part and bearing date the fourth day of October in the year of our Lord one thousand Seven Hundred and Ninety Seven and containing four thousand eight Hundred acres of lands and being for the end and term of nine Hundred and ninety and nine years from the aforesaid

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POOR COPIE

date and may be more fully known and discribed it lying on the Western shore of the Grand River and directly back of the Quarry of Stones opposite the old fishing Grounds and begining at a White oak tree Standing on the top of Bank of the River then Running from thence South twenty Seven degrees thirty Minutes West fifty three chains and ninety Seven links to a post Thence South Sixty two degrees thirty minutes East twenty Six chains to a post thence North twenty Seven degrees thirty minutes East fifty nine chains ninety Seven links to the Bank of the River Thence following up the Bank of the River to a hollow a little below the old lime kiln thence following up on the top of the said Bank of the said River at the dislance of one chain from the top of the Bank to the white oak tree at the place of Begining and containing about one Hundred and fifty acres more or less of land &c and compachending the lot whereon Benjamin Goodrich erected a Sawmill, To have and to holed the granted and demised premises with the appurtenances unto the said party of the Second part his heirs Executors administrators or assigns for and during the residue and remainder of the aforementioned lease as given by the said agents to the Six Nation of Indians residing on the Grand River (called the use) and being for the full term of nine hundred and ninety and nine Years from the aforesaid date fully to be ended and completed Yielding and paying therefor Yearly and every Year if the same shall be lawfully demanded the Yearly rent of one Pepper corn during the continuance of this lease unto the said party of the first part his heirs Executors administrators or assigns the aforesaid Yearly rent of one Pepper corn and

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POOR COPY

it is further covenanted and agreed that the said party of the Second part his Heirs and apigns paying the rents aforesaid of one pepper corn unto him the said party of the first part his Heirs or apsigns that he may and shall quietly and Peaceably have hold and occupy and enjoy the said hirely demised Premises during the residue and remainder of the aforesaid term of nine Hundred and ninety and nine years from the aforesaid day and date fully to be ended and completed without any hindrances, disturbances or molestations of him the said party of the first part his heirs and apsigns or any other person or persons having or lawfully claiming any right in the premises — will warrant and defend the same
In witness where of the Parties aforenamed have Interchangably set their hands and Seals the day and Year above written —

Signed Sealed and delivered in the presence of
" John Culver
John Hale

Signed Augustus Jones L.S.
Peter Culver L.S.

Received this Sixth day of November in the Year of our Lord 1832 the full sum of ~~fifty~~ one hundred & twelve pound ten Shillings Currency it being the consideration money as Mentioned to have been paid in the aforementioned Lease

Witness Present
John Culver
John Hale

Signed Augustus Jones

(Copy)

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POOR COPIE

Dated 5 Dec 1832

Augs Jones
Sind. to Evans

Lease for 97031

Dec 5th 1832

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CANADA

POOR. COPIE

5th Nov 1832 220

This Indenture made the Fifth day of November in the Year of our Lord one thousand Eight hundred and thirty two Between Augustus Jones of the County of Halton in the District of Gore and in the Province of Upper Canada Surveyor of the one part And Edward Evans of the County of Haldimand in the District of Niagara and in the Province of Upper Canada Esquire of the other part. Witnesseth that for and in consideration of the Yearly Rent covenants and agreements hereinafter contained on the part and behalf of the said Edward Evans his Executors Administrators and assigns to be paid observed performed and kept he the said Augustus Jones his heirs and assigns have Demised Leased Set and to farm Let and by these presents do Demise Leare Set and to farm Let unto the said Edward Evans his heirs and assigns all that parcel or tract of Land Situate in the County of Haldimand in the District of Niagara and in the Province aforesaid being and Situated or may be otherwise known as follows that is to say Commencing at the Grand River at the Southern boundary of William Holmes Lot. thence west Eighty Chains to the western boundry of the said William Holmes Lot thence South Seventeen Chains fifty links to a corner Stake thence North Eighty Eight degrees East Eighty Seven Chains fifty Links to a Stake in a Hollow at the Grand River thence up the said River to the place of beginning containing by admeasurement one hundred and thirty Acres of Land. Together with all houses out houses Profites Commodities Emoluments and appurtenances to the said premises belonging or in any wise appertaining. To have and to hold the same Lands and premises hereinbefore mentioned and intended to be hereby Demised with their and every of their appurtenances unto the said Edward Evans his heirs and assigns from this date for the term of Nine hundred and Seventy Years yealding and paying therefor yearly and Every year the Sum of three peper Corns. And the said Edward Evans

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POOR COPIE

for himself his heirs and afsigns and every of them doth
Convent promise and agree to and with the Said
Augustus Jones his heirs and afsigns by these presents
in manner following that is to say. that he the Said
Edward Evans his heirs and afsigns shall and will
well and truly pay or cause to be paid unto the Said
Augustus Jones his heirs and afsigns the yearly Rent
hereinbefore reserved at and upon the Several days and
times and in manner as is hereinbefore limited and
Expressed for payment thereof further Witnesseth
that for and in Consideration of the Sum of ninety Pounds
paid in hand by the Said Edward Evans the Receipt
whereof is hereby Acknowledged by the Said Augustus
Jones. In Witness whereof the Said Augustus Jones
at Rainham in the Province of Upper Canada
have to these Presents affixed his hand and Seal

Signed Sealed and delivered
in presents of us

Received the full Consideration Money
of ninety Pounds Provine Currency as
mentioned to have been paid by Edward
Evans in the aforesaid Lease this fifth
day of November 1832 as Witness my hand
Witness Present

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POOR COPIE

222

Robt. Berrie
Hamilton 29th Oct
1832

Please to deliver immediately
stating that the E½
of 1 in the 2d Con: Indian
lands from the main road
leading from the Grand
River belongs to the
Hon'ble S. Hall.

The Nat'l P. Robinson
Brantford

Not Clergy

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POOR. COPIE

[illegible]y 1832 Hamilton 29 [illegible]

(Indian lands)

223

Dear Sir

As the east half of lot No. 1 in the 2d Concession from the main road leading from the G. River thro' Mount pleasant to Long point is unoccupied, I beg to inform you that it is owned by the Honble S. Natt. It was leased for 999 years by Capt. Brant to Isaac Secord ~~to Ela~~ Secord transferred his right to Elam Chapin and Chapin to Mr Natt.

I send you this information in order that no mistake might be made in selling that land tomorrow.

Your very obed Servt

Robt Berrie

The Honble P. Robinson

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POOR. COPIE

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James Durand Jr.
Dundas 29th Oct. 1832

Appn. to purchase 400 acres of the Indian Land on the Grand River

The Hon. Mr. Peter Robinson
Commissioner of Crown Lands
[illegible]

PAID 4/-

DUNDAS 29 Oct

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POOR COPIE

Dundas 29th October 1832

225

Dear Sir

A Gruttman a friend of mine is desirous of purchasing a lot of the Indian Land, of a person who holds a Lease from an Indian for 400 acres which was reserved at the last sale at Brantford the Land lies in the first Concession, he is about purchasing the persons improvement and wishes to know whether he could obtain a title from you by paying the upset price agreeable to the Conditions of the last sale he would pay the first Installment right down and take the title when it Could be made out, he is a timid person and is fearful of paying anything on the improvement without having some voucher from you that he may know for a certainty what to do, you answer by return of post if Convenient will Confer a favor on you Most Obt Humble Servant

James Durand

The Honble Peter Robinson
York

P.S. It is the Land petitioned for by Mr Hume - Lots 8 & 9

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POOR COPIE

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This Indenture made the second day of October in the Year of our Lord, one thousand, eight hundred and thirty two, between James Hunter, of the township of Whitby in the Home District and province of Upper Canada, Medical Doctor, of the one part and Thomas Rymer of the township of Sherbrook in the County of Haldimand, in the District of Niagara and province of Upper Canada Shoemaker of the other part Witnesseth that for and in consideration of the sum of Five Hundred pounds of Lawful money of the province aforesaid. paid by the said Thomas Rymer, the receipt whereof is hereby acknowledged by the said James Hunter and for the rents Covenants and agreements hereinafter mentioned and contained on the part and behalf of the said Thomas Rymer to be paid, done, and performed, the said James Hunter hath bargained, granted, sold, demised, Leased, Set and to farm Let, unto the said Thomas Rymer, his heirs, executors, administrators and assigns all that certain piece or parcel of land being part and parcel of a certain tract of land granted by the Six nations of Indians, by their duly authorized Agent and principal Chief the late Captn. Joseph Brant unto the late Captain Walter B. Sheehan, Esquire, his heirs, and assigns for Nine Hundred and ninety nine years situate and being on the West Bank of the Grand River about half a mile from Lake Erie reference thereunto being had and is butted and bounded or may be otherwise known as follows viz, commencing at a centre post in the centre of Lot number one, thence running due North ten Chains, thence West one Hundred Chains, thence South ten Chains, thence East one Hundred Chains, to the said Stake, And from thence to the Bank of Grand River, and from thence ten Chains up the said River and from thence to the place of beginning. Containing by admeasurement One Hundred and Six Acres of land be the same more or less, being the Northerly half of Lot number one of the aforesaid tract. To Have and to hold the said tract or parcel of land before mentioned to him the said Thomas Rymer, his heirs, executors, administrators and assigns, from the day of the date of these presents, during the full end and term of Nine Hundred and Ninety Nine Years, to be completed from the date of the original Lease next ensuing, and fully to be completed and ended, yielding therefor Yearly and every Year on the first day of January unto the said Six Nations or their agent for the time being, one peppercorn if the same be lawfully demanded. And the said James Hunter doth covenant, grant and agree to and with the said Thomas Rymer his heirs, executors, administrators, and assigns, that paying the aforesaid rent he and they shall and may at all times peaceably and quietly, have, hold, occupy and enjoy the said tract and parcel of land herein before granted, demised, and Leased, together with all the appurtenances and privileges, thereunto in any wise appertaining for and during the term of Nine Hundred and Ninety Nine Years aforesaid, without the lawful let, suit, trouble, molestation or interruption of him the said James Hunter or his heirs, or of or by any other person or persons whatsoever Claiming or to Claim by from or under him or them - or with his or their privity, consent or procurement -

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And the said James Hunter doth further covenant promise and agree to and with the said Thomas Rymer to carry on institute or defend at the proper cost and charge of him the said Thomas Rymer or his executors, heirs, or assigns any suit or suits either at law or in equity that shall be necessary for the purpose of more effectually assuring unto him or them the more perfect title and indefeasible right in the piece or parcel of land herein described and also to execute at the proper request of the said Thomas Rymer or of his heirs executors or assigns, any further deed or conveyance that he or they or his or their counsel learned in the Law may deem necessary for his or their more perfect assurance in the premises aforesaid

In witness whereof the parties have hereunto set their hands and seals the day and year first written.

Signed Sealed and delivered
in presence of
Edward Heyden
Jesse Stone

James Hunter
T. Rymer

Received of the within named Thomas Rymer the sum of One Hundred pounds of lawful Money of this Province being the full consideration money agreed on by me this day & year before written

2 Oct 1832 James Hunter

Indenture
Hunter Sale Rymer
James Hunter
to
Thomas Rymer
Dated 8.1867.
A Memorial hereof is entered and registered in the Registry of the Counties of London and Haldimand the 2nd day of October 1832 at 2 O'Clock P.M. in Book N. folios 496. 497
Johnston
Regr

fee

1832

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POOR COPIE

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Hiram Capron
Paris 25th Sept. 1832.

Respecting some Indian
Lands on Dundas St
West of the Grand River

Commissioner of Crown Lands
Peter Robinson
The Hon.

HAMILTON
28 Sept 32

PAID

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POOR COPIE

Dated 25 Sept. 1832

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The Hon. D. Robinson

Sir I am about purchasing from Mr. John Showers Lot 11 & 12 and the Broken Lot 13 on the Dundas Street West of the Grand River which he holds by an Indian Lease covering a part of each Lot — said Lease is for 21 years and Containing 200 Acres — Running east & west along the Dundas Street — one Mile, however the late Capt. Brant and the Surveyor Mr. Burwell assured him that this Lot, or Lease would be changed to North & South and include Lot 12 and the small piece of 13 that lies west of the River — I desire to know your opinion about the 21 year Leases that were Legally obtained of individual Indians previous to the Survey also whether the occupent of an improved Lot will have the privilege of purchasing at the upset price of one pound pr Acre — or whether such Farms will be sold by Auction and allow the world to bid against our improvements, as you have seen the premises and have the selling of most of the Lands

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POOR COPIE

in Canada, probably can inform me in what manner these Lands will be disposed of— Mr. Shawn is indebted to me and no other way of paying only by his Indian Lands— I do not wish to make any purchase that will involve me in more trouble than the Lands are worth, I shall endeavor to be ready to pay the installments to Government as they become due— —

I think that Lot 12 Contains about 180 acres
do 13 " " 50 "
as near as I can tell from the map
all of which I wish to purchase the soil
in fee simple— Please to Answer my
Enquiry and much oblige Your
Humble Servant
Hiram Capron

Mr. Shawn wishes to sell his position and buy a small Lot of 50 acres in Dumfries and by this means pay his debts &c

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Wm. I. Kerr

Wellington Square

11th Sept: 1832.

Respecting Lots 27 & 28
in Brantford purchased
by C.H. Crandon

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POOR COPIE

Wellington Square
11th. Septmr. 1832

My Dear Sir,

I have been requested by C. A. Gaudon to write you relative to some Lots he purchased, and has built upon in Brantford — say Lots No. 27 & 28 South side of Colborne Street

I have known him for about Eight Years he is a man of good character, and an Excellent workman — perhaps one the best in the Country — he has been with me all this Summer as my Foreman on the Burlington Canal — He is desirous of remaining in Brantford and is anxious about the title of his Lots — he is prepaired to pay for them — and wishes to learn from you what steps he is to take in order to obtain a title — I will feel obliged to

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you, for any information - or assistance you may give him -

I am going to move to the Grand River this fall - Mrs. Braat and her daughters are left quite unprotected - therefore it will be necessary for Mrs. Kerr & myself to attend to them. - I am My Dear Sir

Yours very truly

William I Kerr

The Hon'ble
Peter Robinson
" " "
York

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Damaged
hyper

I certify that on the
twentieth day of January
A.D. 1837 at Nine Oclock
A.M. the Memorial
of the within Inventure
Produced for requiring
its interest and requisitions
in Lib. B. page 623 —
Memorial No. 793.

Jmf Alne
Deputies
Sa Hartworth

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POOR. COPIE

20 July 1832 235

This Indenture made Seventeenth day of July in the year of our Lord one thousand Eight hundred and thirty two between Hiram B Sumner of the Territory of the Indian Lands Grand River in the County of Wentworth in the District of Gore and province of Upper Canada farmer of the first part and George W Langs of the Territory District and Province aforsaid farmer of the second part Witnesseth that by a power of an Attourney and Lawfully Executed to me by William B Sumner and dated the 29th September 1829 all which will appear more fuller by the accompanying power and for and in the Consideration of the Sum of one hundred and Sixty five pounds Current money of the province aforesaid in Hand paid by the aforsaid George W Langs the Receipt hereof is hereby acknowledged Hath Granted Bargained and Sold Released and Confirmed and by these presence Doth Grant Bargain Sell Release and Confirm unto the Said George W Langs his heirs and assigns forever All that Certain Tract or parsel of Land it being a Certain part of the aforsaid Territory of Indian Lands Belonging to the Sill Nations of Indians on the the Said Grand River and it being a Certain part of a Tract of the Said Land Granted by the Late Captain Joseph Brant Agent to the Said Indians unto the Late George W Sumner dated the 20th Sept 1800 and may be more fully known and described as follows. it being and Laying on the South Side of the Public Road Leading from Ancaster to Brantford and it being Composed of Lot Number Eight and beginning at a post planted on the South Side of the Said road Between Lots Number Eight and Number nine and running from thence South Sixty Two degrees and thirty minuets East Ninety three Chains more or Less to the post marked Number Eight and nine as Originally Surveyed thence North Seventy degrees and thirty minuets East Twenty Chains to a post Numbered Seven & Eight thence North —

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Sixty Two Degrees and Thirty minutes West Ninety three
Chains more or Less to the South Side the said road
thence running along on the South the said road
to the place of the beginning and containing the Whole of
the said Lot Number Eight about one hundred and Sixty
five Acres of Land more or Less, to have and to hold the
said premises with the appurtenances unto the said
George W Longs his heirs and assigns to the Sole and proper
use benefit and behoof of the said George W Longs his
heirs and assigns for ever and the said Hiram B Sumner
for himself his heirs and assigns doth covenant Grant
and agree to and with the said George W Longs his
heirs and assigns that he the said Hiram B Sumner
is now fully authorized to Sell and dispose of the above
described premises with the appertenances thereof and
every part there unto belonging and that he the said
George W Longs his heirs and assigns Shall and may
from time to time and at all times hereafter peaceably
have hold occupy and enjoy the aforesaid premises and
upon the reasonable request and at the proper Costs
and Charges of the said Hiram B Sumner his heirs and
assigns Make do and execute or Cause or procure to be made
done and executed all and every such further and other lawful
and reasonable act or acts, deeds Conveyances and
assurances in the Law Whatsoever for the further better
and more perfect Granting Conveying assuring of all
and singular the said premises above mentioned with
the appurtenances unto the said George W Longs his
heirs and assigns as by the said George W Longs his heirs
or assigns or his or their Council Shall be reasonably devised
advised or required In Witness Whereof the parties
to these presents have set their Hands & Seals the day and
year first afore Written

Hiram B Sumner

Signed Sealed and delivered
in the presence of us

Mary Sumner

Henry Cornwell
John J. his X mark Linhill

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POOR COPIE

Received from George W Longs the sum of one hundred & sixty five pounds current money it being ~~for~~ the full consideration money as mentioned to have been paid in the aforesaid Deed as Witness my hand this twenty-sixth day of July 1832 —

Hiram B Summer

Witness Present
Henry Cornwell

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POOR COPIE

Deed
Hiram B. Sumner
to
Henry Smith
18th May 6 - 1832

Nigeral Louse

[illegible] 7/8 - [illegible]

[illegible]

Smith & Daniel

18th March 1832

Mr Brant Lean
witness

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POOR COPIE

18 July 1832

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This Indenture made the Eighteenth day of July, in the year of our Lord one thousand Eight hundred, and thirty two — Between Hiram. B. Sumner, of the Territory of the Indian Lands, Grand River, in the County of Wentworth, in the District of Gore, and Province of Upper Canada, farmer, of the first part, and Henry Smith, of Glanford, County, and District, and Province aforesaid, farmer of the second part, Witnesseth, that by a Power of an attorney, and lawfully executed, to me, by William. B. Sumner, and dated the 29th September 1829 - all which will appear more fuller by the anom panying Power - and for, and in the consideration of the sum of two hundred, and fifty Pounds, Current money of the Province aforesaid, in hand, Paid by the aforesaid Henry Smith, the Receipt whereof is hereby acknowledged, Hath Granted, bargained, and Sold, released, and confirmed, and by these presents, Doth Grant, bargain, Sell, release, and Confirm, unto the said Henry Smith his heirs, and assigns forever all that Certain tract, or Parcel of lands, it being a Certain part of the aforesaid Territory of Indian lands, belonging to the Six Nations of Indians on the the said Grand River, and it being a Certain part of a tract of the said lands Granted by the late Captain Joseph Brant: agent, to the said Indians, unto the late George, W. Sumner, dated the 20th Sept. 1800 - and may be more fully known, and discribed as follows, it being lying on the South side of the Public Road leading from Ancaster to Brantford, and it being composed of lot Number Seven, and Begining at a Post Planted on the South side of the said road. Between lots Number Seven, and Number eight, and running from thence South Sixty two degrees and thirty minutes East, Ninety three Chains, more or less to the Post marked No 78. as originally Surveyed, thence North Seventy degrees, and thirty minutes East twenty Chains to a Post Numbered Six and Seven thence North Sixty two degrees and thirty minutes West Ninety three Chains more or less to the south side the said road. thence runing along on the South side the said road, to the Place of the Begining, and Containing the whole of the said lot number Seven about one hundred and Sixty acres of land more, or less. To Have and to hold, the said Premises, with the appurtenances, unto the said Henry Smith, his Heirs and assigns to the Sole and proper use, benefit and behoof of the said Henry Smith, his Heirs and assigns forever, and the said Hiram. B. Sumner, for himself his Heirs, and assigns, doth Covenant, Grant, and agree to, and with the said Henry Smith his Heirs and assigns, that he the said Hiram. B. Sumner, is now fully authorised to sell, and dispose of the above Discribed Premises, with the appurtenances thereof, and every part thereunto belonging, and that he the said Henry Smith his Heirs and assigns, Shall and may from time to time, and at all times hereafter, Peaceably have, hold, occupy, and enjoy, the aforesaid Premises, and upon the reasonable request, and at the proper Costs, and Charges of

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of the said Hiram B. Sumner, his Heirs, and assigns, make, do, and Execute, or cause, or Procure to be made, done, and executed, all and Every Such further, and other lawfull, and reasonable act, or acts, devices, Conveyances, and assurances, in the law whatsoever, for the further, better and more perfect Granting, Conveying assuring of all, and Singular the said Premises above mentio[illegible] with the appurtenances unto the said Henry Smith his Heirs and assigns as by the said Henry Smith his heirs or assigns, or his, or their counsel shall be reasonably devised, advised, or required; In Witness Whereof the the parties, to these presents have set their, Hands and Seals, the day and year first afore written.

Signed Sealed, and delivered in the Presence of us — } Hiram B Sumner

John Sutton

Mary Sumner

Alexander Smith

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Received from Henry Smith the sum of Two hundred, and
and fifty Pounds Currency, it being the full Consideration money as
mentioned to have been paid, in the aforementioned Deed, as Witness
My hand this day of July 1832 Hiram Bannor
Witness Present

John Sutton

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REGISTERED.

O. H. M. S.

24,2

H. Reed

The Indian Agent,

at

Brant Lane
to
Summer
1805

Dept. of
Indian Affairs.

Indian Affairs (RG 10, Volume 104)

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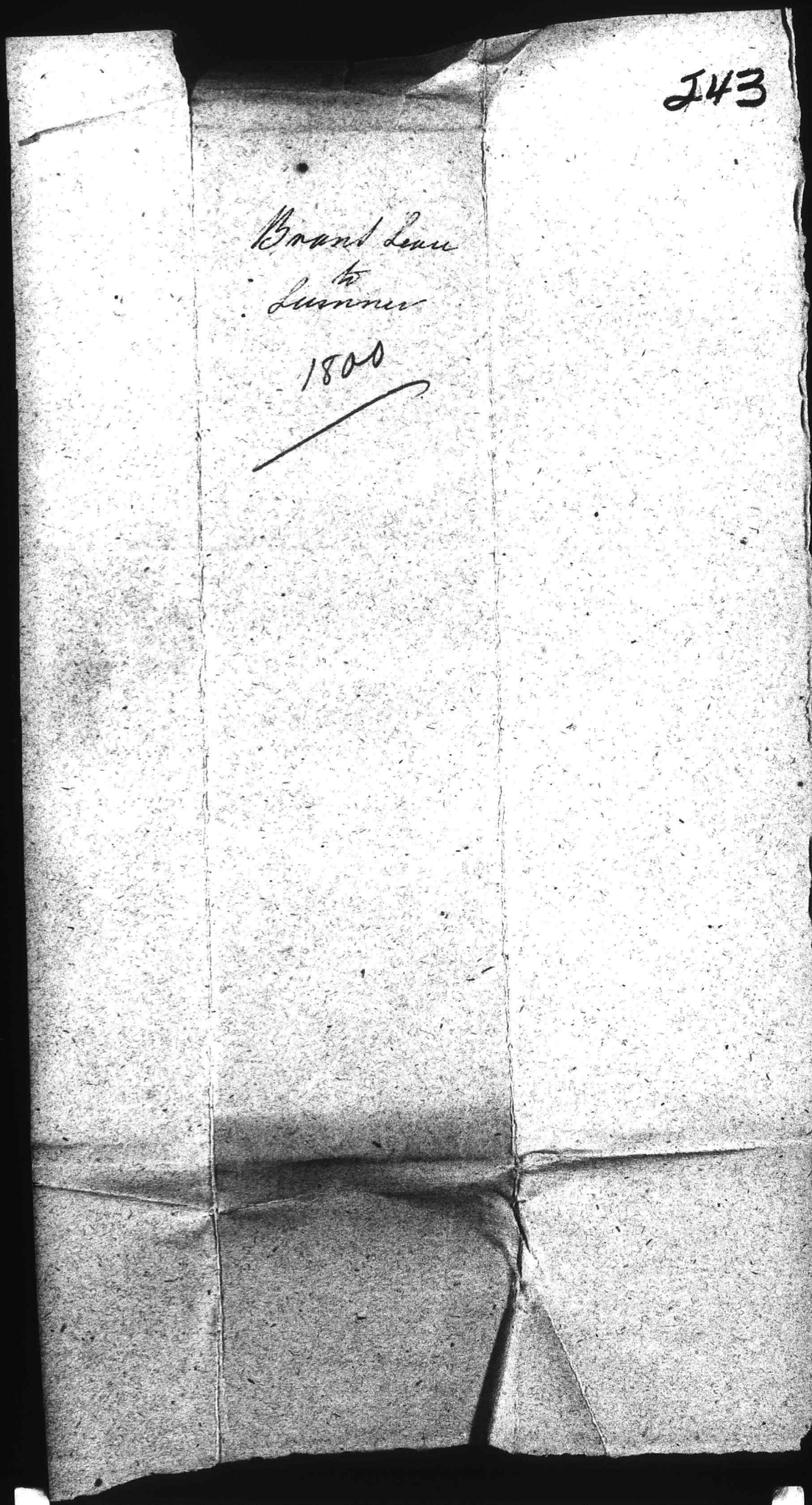

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Deed
Present to
Summary
20th September 1800.

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The said Joseph Brant, for myself my Heirs Executors and Administrators, shall and for ever will warrant and Defend the above described premices to him the said George Wheaton summer, his Heirs & assigns against all claims and Demands whatsoever as a good and perfect estate of Inheritance in fee simple, witness whereof I do hereunto set my hand & seal this Twentyeth Day of September In the year of our Lord one thousand eight hundred

Signed sealed & delivered
In the presence of us

N.B. The words, & nine two, ninety four, was a raised & the word & eighteen, between line fourteen & fifteen was interlind, ditto the words two & ninety four in line twentyeight & forty was a raised, & word three & eighteen Interlind before the signature were affixed

W. K. Smith
John Norton

Jos. Brant

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POOR. COPIE

Know all men by these presents that I Joseph Brant of Grand River County of Holdimand & provinc of Upper Canada, Captain & Chief of the five Nations of Indians, for and in consideration of the sum of one Hundred & forty Pounds New York Currency, to me in hand paid, have granted bargained and sold unto George Wheaton Sumner of grand River County & province aforesaid, Late of Claremount State of Newhampshire, yeoman, his Heirs & Assigns, of a certain peice or parcel of Land situate lying & being on the road, which leads Directly from the Head of the Lake to the Mohawk Castle, it being & lying on the south side of said road before mentioned, - Known and Described by Lots Number seven & eight ~~[illegible]~~ on the south said road containing three hundred ~~[illegible]~~ & eighteen acres, begining at a post in the line of said road, marked eight & nine then Runing south sixtytwo degrees thirty minuts east Ninetythree Chains to a post marked Number eight & nine then runing North seventy Degrees thirty east Twenty Chains to a Post marked Number seven & eight run on the same cours North seventy Degrees thirty minuts east Twenty Chains to a post marked six & seven then North sixtytwo Degrees thirty Minuts west about Ninetythree Chains to a Post marked six & seven standing in the south end line of the road from the nee as the line runs across the end of the said Lot

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Lot number seven & eight to the place of begining the same containg ~~Fifty~~ Three hundred & eighteen ~~[illegible]~~ acres as before mentioned, — which percel or tract of land is apart of a Tract of Land granted to the Chiefs & warriors of the five Nations by Frederic Haldimand governor in Chief of the Province of Quebec, for the loss which the said five Nations sustained on the mohawk River, in the late American war which said Percel or Tract of Land is a part of the tract of land granted by Deed to me Joseph Brant, by the chiefs and warriors of the five nations of Indians for & in consideration of the greate services and, for the repeated Fatigues & hardships I the said Joseph Brant, has sustained for the five nations, —

Now Know ye that I the said Joseph Brant for and in consideration of the sum of one hundred & forty pounds New york Currency before mentioned to me in hand paid by the said George Wheaton Summer, have granted bargained and sold and by these Presents do grant bargain & sell unto the said George Wheaton Summer his Heirs & Assigns all that percel of Land before mentioned ~~Fifty~~ Three hundred & eighteen ~~[illegible]~~ acres, and with all the preveledges and appurtenances thereunto belonging to him the said George Wheaton Summer — to his Heirs and Assigns for ever & I

the

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POOR. COPIE

Hiram B. Summers

Power of Attorney

29th Sept 1929 -

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Know all men by these presents That, Whereas, I William B. Sumner of the Township of Middlebury in the County of Addison and State of Vermont one of the United States of America as the heir at Law of one Benjamin Sumner, now deceased, and having, as such heir, by the Laws of the Province of Upper Canada in america, a right to have hold occupy possess and enjoy a certain tract of land situate lying and being in the said province of Upper Canada bounded and described as follows to wit, Lying on the road leading directly from the head of the Lake to the Mohawk Castle on the south side of said road — Known and described as lots number seven and eight — and particularly described in a deed executed by Joseph Brant Chief of the five nations of Indians to one George Wheaton Sumner late of Grand River, County of Holdemand, in said province of Upper Canada his heirs & assigns forever — reference to which said deed is had for further description of said lands — And Whereas I am desirous of effecting a sale of the said Lands — I hereby authorise and empower my son, Hiram B. Sumner, for me and in my

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name to entr upon and take possesion of said
tract of land and make such improvements thereon
as he shall think best calculated to further and
advance my interest. And I also hereby further
empower and authorize the said Hiram B. Summers
and Constitute him my true and lawful attorney
for that purpose, to sell and dispose of all or any
part of said Lands to any person or persons whatsoever
for such sums or sums of money as he my said
Attorney shall think an equivalent therefor— And
I hereby also authorize my said Attorney - for
me and in my name to make execute and deliver
to such person or persons their heirs and assigns
good and sufficient deeds of conveyance containing
such covenants as he the said Hiram B. shall deem
it for my interest to make— And I hereby author
ize my said Attorney for me and in my name to
prosecute all such suits at law to recover the possession
of the said Lands to final judgment & execution
as the said Attorney shall deem it propr to
institute and prosecute— And to do all and
singular such acts and things as he may deem expe

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dient and proper in the premises and I hereby 125
ratify and confirm whatever my said attorney
shall lawfully do in the premises as fully and
completely as if I myself had done the same

In testimony whereof I have hereto set
my hand and seal at Middlebury
aforesaid the twenty ninth day of
September in the year of our Lord
Christ one thousand eight hundred
and twenty nine —

Wm B. Sumner.

Signed Sealed and
Delivered in presence
of Russel Vallette
Calvin C. Waller

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W. Gilkison

H. Flamborough

18th July 1832

signifying whether any
Settlement Duty is
required on the Indian
Lands on the Grand
River

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At the Honble M. Crooks
West Flamborough 18th July 1832

Dear Sir –

The begining of this month, I bought seven lots of land at the Grand River sale, and I will send the first instalment to you, if I shall not be required to do the settlement duties on the lots.

I will be obliged by your acquainting me whether the settlement duties must be done, because the auctioneer, at the sale, did not proclaim that these were required.

I have the honor to be
Dear Sir
Your Most Obed^t Servt
W. Gilkison

The Honble
Peter Robinson
&c &c &c

May I ask the amount of the first instalment

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A. McNab
Hamilton 6th July
1832



respecting an Attachment
against the property of
Mrs Reade of Brantford

The Attorney
Gen.

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POOR. COPIE

Hamilton 6th July 1832

Dear Sir —

Mr. Goodhue writes me that he is informed that some is endeavouring to get from you a thro' you a title to the Land on which is erected certain improvements of one Jos: Neade; if such is the case - I hope you will have the matter investigated before you comply with the request as ~~it~~ the property is now attached by a Writ from the Re Bench agst. Neade as an absconding debtor

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and Goodhue is the Mf - I
write this letter to put you
on your guard

Yours truly

Alland McMachate

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Daniel Hawley.

Petition to R. for leave to purchase at the upset price —

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To His Excellency Sr. John
Colborne K. C. B. Lieutenant
Governor of Upper Canada
&c &c &c

The petition of Daniel Hawley.
Humbly Sheweth,

That petitioner, and his sons are
possessed of the front halves of
lots Nos. 26, 27 & 28, South side of
the Governors road Indian Terri-
tory - and also lots Nos. 17 and 18 Gore
lots in said territory, as appears by
the enclosed leases.

That petitioner begs your
Excellency maybe pleased to
allow him and his sons to
purchase said lots, upon which
they have expended large sums
of money, at the upset price
on the day of Sale.

And your petitioner as
in duty bound will,
ever pray.

York, 20th June, 1832 Daniel Hawley

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Mr. Augustus Jones
D.Y. Surveyor
15 Jan 1832

Claims for Landrow
the Grand Rivier

7

Colonel James Givens Esquire
Cheif Superintendent of
Indian Affairs &c
York - U.C.

BRA
21
Jan 32

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Cold Springs, Grand River 15th Jaine 1832

Dear Sir,

The Six Nations of Indians, having lately surrendered their lands on Dundas Street to Government, which includes the lands some of my Children have improved and settled on, and as those land in general are inclued under the head of those advertised for sale; and as the Honourable Peter Robinson, did not on the last day of sale expose any of those lands to Sale, that had actual improvements on, but recommended such persons to apply to his Excellency the Lieutenant Governor for relief, before the next day of Sale; which induced me to address the Governor, with a short detail of my state, and standing as Surveyor, as well as my Marriage, in the Mohawk tribe of the Grand River Indians; my family have in consequence forwarded Petitions to His Excellency, for their share of the Indian lands, that they may have Grants of lands, they have actually settled on & improved. But by some late conduct of John Brant Esqr. &c. I have reason to believe that he will oppose my family claims of lands, and use his uttermost endeavours to prevent them from receiving their just dues; which has obliged me to mention something to His Excellency the Governor; that I hope he will have the goodness, and order an investigation of a Court of enquiry to be made before you, and the Honourable Members of the Trustees to the Grand River Indians, when I trust that justice will be done, and many things brought to light that ought to be known. I cannot account for the reasons that Mr. Brant has unless it is to injure me, because I disapproved of his partial and bad conduct, which I think is below a

man

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man holding such a high office under Government as superintendant of Indian affairs. Could such an enquiry take place at Brantford, it would give great satisfaction to the Public in general; as well as the Indian Nations concerned; as there would be an easy access to necessary proofs, at that place. I hope that you will not think amiss in my naming you as a fit person to make the said enquiry, as there is nothing but necessity obliges me to solicit it, and should you wish, or it be required; I will render you a short detail of facts on the principles complained of, by impositions, imposed on individuals, and many partialities, and other things which I believe can be supported by proofs &c - and hope that you have the goodness, and write me a line, of your opinion, of what can, or ought to be done. I would have done myself the honour, of having waited on you for your good advice, but I expect to meet the commissioners at Niagara, appointed by the House of assembly to settle the Township line of Niagara, as I have a notice to be ready to attend them, when they meet, have the goodness and pardon me for troubling you with this -

I am Dear Sir

Your most obedt and

Humble Servant

Augustus Jones

D.P.S.

Colonel James Givens Esquire

Chief Superintendant

of Indian affairs in U. C.

York &c &c

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The Petition of

Henry Jones

1832

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12 June 1832

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To His Excellency Sir John Colborne K. C. B. Lieutenant Governor of the Province of Upper Canada and Major General Commanding His Majesties Forces therein &c. &c. &c.

The Petition of Henry Jones by birth belongs to the Six Nations of Indians residing on the Grand River, in the District of Gore and Province of Upper Canada.

Humbly Sheweth

That your Petitioner about six years ago had an actual Survey made of about two hundred acres of land which lands he located as a certain part or portion of the lands which he was entitled to, as a part of his share of the lands, as belonging to the aforesaid Tribe or Nation of Indians; and by Mr. Lewis Burwells recent Survey the land comprehends the South parts of lots No. 24 & 25, in the first concession, on the South side of Dundas Street, which said tract of land, your Petitioner has made some small improvement on, and has actually been in possession of about six years.

Your Petitioner further begs that your Excellency will be pleased to take into consideration the late Colonial Minister Lord Bathurst's Declaration in regard to the Indians lands on the Grand River, the very great encouragements his lordship held out to those Indians whom should clear and Improve their lands, that if the said Indian lands on the Grand River, should be surrendered to Government, that the said Government would make an additional allowance or grant of wild lands adjoining to that which each individual should clear; under the above stated encouragements as held out by the late Colonial Minister, is what induced your Petitioner to make improvements, believing that should the land be surrendered

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rendered to Government, that your Excellency would under
every notice; cause that every part of the aforesaid encou-
ragin promises made to the Indians, should be fully
complied with.

And your ~~Petioner~~ Petioner further beg / that as the land
has been recently surrendered to Government, by the chiefs
of the Six Nations of Indians) that your Excellency will
be so good as to order a grant to be made out unto him
the said Petitioner, as a certain portion of the aforesaid
Indian lands, which he is actually entitled to, as before
stated, and your Petitioner will as in duty bound ever pray.

Cold Springs Grand River,
June 12th 1832 — —

Henry Jones

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Petition of

Sally H. Jones

11th June 1832

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11 June 1832

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To His Excellency Sir John Colborne K. C. B
Lieutenant Governor of the Province of Upper Canada
and Major General Commanding His Majesties Forces
therein. &c. &c. &c.

The Petition of Sally Henes Jones, by birth
belongs to a tribe of the Mohawk Nation of Indians
residing on the Grana River, in the District of Gore
and in the Province of Upper Canada.

Humbly Sheweth

That your Petitioner, about six years ago had
an actual Survey made of about two hundred acres of land
which lands she located as a certain part or portion of
the Indian lands, which she was entitled to, as a part
of her share of the said Indian lands, as belonging to the
aforesaid tribe or Nation of Indians, and by Mr. Lewis Bur-
well's recent Survey, the land comprehends the South
parts of lots No. 22 & 23, in the first concession on the
South side of Dundas Street, which said tract of land your
Petitioner, has actually had in posession about six years.

Your Petitioner further begs that your Excellency
will be pleased to take into consideration the Colonial
Minister Lord Bathursts Declaration in regard to Indian
lands on the Grand River, the very great encouragement this
lordship held out to those Indians that should clear and
Improve their lands, that if it should be surrendered
to government, that the said Government would make an
additional Grant of an allowance of wild lands adjoining
to that which each individual should clear and improve:
under the above stated encouragements as held out by the late
Colonial Minister, is what induced your Petitioner to make
(or cause to be made) some small improvements, believing

That

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that should the land be surrendered to Government, that your Excellency would under every justice, cause that every part of the aforesaid promises, made to the Indians should be fully complied with.

Your Petitioner begs leave to inform your Excellency that she is now about nineteen years of age.

And your Petitioner further begs (that as her land is included in the surrender recently made by the Chiefs of the six Nations of Indians) that your Excellency would be so good as to order a Grant to be made out, unto her the said Petitioner, as a certain portion of the aforesaid Indian lands, which she is actually entitled to as before stated, and your Petitioner will as in duty bound ever pray —

Cold Springs
June 11th 1832

Sally Hanes Jones

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The Petition of
Rachel & James Parker

June 12th 1832

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12 June 1835

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To His Excellency Sir John Colborne K. C. B. Lieutenant Governor of the Province of Upper Canada, and Major General Commanding His Majesties Forces therein &c &c &c—

The Petition of Rachel Parker / with her Husband James Parker, / of the Territory of the Indian Lands on the Grand River, in the District of Gore, and in the Province of Upper Canada.

Humbly Sheweth,

That your Petioner Rachel Parker by birth is of the Mohawk tribe of Indians, and by the Unanimous consent of the Principal Chiefs, of the said tribe of Indians, she had an actual Survey made of two hundred Acres of Land, adjoining the Eastearn boundary of A. Jones lands, on the South side of Dundas Street, and also the broken Lot on the North side of the said Street, No. 19, in all about 250, acres, which said tract of lands, your Petitioner located and settled on about eleven years ago, which was considered as a part or portion of the said Lands, which she and her children were entitled to, as belonging to the said tribe or Nation of Indians &c— That your Petitioner made large Improvements on both sides of said Street, but had the misfortune, to have their House burnt with all

Their

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their goods therein &c., which loss reduced your Petitioners to the necessity of Leasing part of their premises to Allan Sage, for twenty one years - after these misfortunes, your Petitioners were obliged to settle on a new place, in a more open wood country; and have made further large Improvements, ~~to the amount of about~~ one hundred acres of land, under good Cultivation which Premises, by the recent Survey made by Mr. L. Burwell, falls in the second concession where they now reside and still are making further Improvements; under the impression that your Excellency will have the goodness and consider these improvements as made under the said Indian rights; and that your Excellency will have the goodness and take into your consideration, the late Colonial Minister Lord Bathurst's Declaration in regard to Indian land on the Grand River. The very great encouragement his lordship, held out to those Indians that should improve their lands; that if it should be surrendered to Government, that the said Government would make an additional Grant of an allowance of the wild lands adjoining, to which each Individual had cleared and improved; under the above stated encouragements, as held out by the late Colonial Minister, is what induced your Petitioners to make such further Improvements that was in their power to do, believing that should the land be surrendered to Government, that your

Excellency

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Poor Colit

Excellency would under every justice, cause that every part, of the aforesaid encouraging promises, made to the Indians, should be fully complied with – and beg further to state that as the Indian lands, on both sides of Dundas Street has recently been surrendered by the Indians to Government which said surrender includes the lands along the said Street, as before described, and claimed by your Petitioners, as being a certain part of the aforesaid lands allotted, as part of her share of the said Indian lands.

Your Petitioners most humbly pray that your Excellency will take their case into his further consideration and order a grant, to be made out, unto the said Rachel Parker, of lot No. 19, in the Bore, on the North side of Dundas Street, and also two hundred acres on the South side of said Street, in the first Concession, being part of lots No. 25 and 26, – as originally surveyed for her –

Your Petitioners further beg to state that their family consists of Five Children, whom are entitled to shares of the said Indian lands; therefore your Petitioners pray that your Excellency will cause a reserve to be made of the aforesaid premises, and lands, where your petitioner now resides, in the said second Concession, and containing about 400, acres, may be reserved entirely for the benifit of their Children, as a certain part of the Indian lands they are entitled to, as belonging to the said Tribe of Indians; and your Petitioners will as in duty bound ever pray. –

Cold Springs Grand River
June 12th 1832 –

Rachel Parker

James Parker

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Petition of

C. & A. Russell

to

His Excellency Sir John Colborne

&c &c &c

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1827 14 June 1832 273

To His Excellency Sir John Colborne K. C. B,
Lieutenant Governor of the Province of Upper Canada and
Major Geneal Commanding his Majesties Forces therein, &c. &c. &c.

The Petition of Catharine Rupsell (with her husband
Archibald Rupsell) of the Territory of the Indian lands on
the Grand River, in the District of Gore and in the Province
of Upper Canada.

Humbly Sheweth

That your Petitioner by birth belongs to the Mohawk tribe of Indians, residing on the Grand River, and by the unanimous consent of the principal cheifs of the said Tribe of Indians, which will appear more fully by a writing signed by two of the most principal cheifs of the said Indians, dated the eleventh of February 1824- and that your Petitioner, had an actual survey made of her lands about that time, which by the recent survey of Mr. Lewis Burwell, comprehends broken lots in the Gore, on the North side of Dundas Street, that is, lots No. 6. 7. 8 & 9- and the North half of lots No. 38, 39 and 40. in the first Concession on the South side of said Street and containing about 550, acres, which said tract of lands your Petitioner located and settled on about ten years ago, which was considered as a part or portion of the Indian lands which she and her children were entitled to, as belonging to the said Indian tribe. That your Petitioners had great difficulties and expence in opening the roads in getting to the said lands, and made considerable improvements on both sides of the said Street, but being destitute of a Neighbour and to help to increase their improvements, your Petitioners thought it advisable to Lease a certain part of their lands; and did Lease about 200. acres of the said tract of lands, unto Jonathan Graham for the term of twenty one years with conditions to improve the said land

and

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and plant an orchard of apple trees, and are residing on the said lands and making further improvements, under the impression that your Excellency will have the goodness and consider the improvements made by the Petitioners, as well as those done by their Tenant under the same principles as those done by other Indians on the said Indian lands.

Your Petitioners beg that your Excellency will have the goodness and take into consideration the late Colonial Minister Lord Bathurst Declaration in regard to Indian lands on the Grand River, the very great encouragements his lordship held out to those Indians that should clear and improve their lands, that if it should be surrendered to Government ~~that~~ the said Government, would make an additional Grant of an allowance of wild lands adjoining to that which each Individual should clear and improve, under the above stated encouragements, as held out by the late Colonial Minister is what induced your Petitioners to make such further improvements, that was in their power to do, believing that should the land be surrendered to Government, that your Excellency will under every justice, cause that every part of the aforesaid encouraging promises made to the Indians, should be fully complied with.

Your Petitioners further beg, that as those lands have been lately surrendered to Government, that your Petitioners may have a grant made out unto her the said Catharine Russell of the broken lots on the North side of the said Street, that is No. 6. 7. & 8 and the North half of lots No. 39 and 40, in the first concession on the south side of the said Street, containing altogether about 300. acres of land. And your Petitioners further beg that your Excellency will be pleased to allow and confirm unto Jonathan Graham a peaceable possession of the aforesaid Lease of twenty

the

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one years, and that the lands may be held as a certain part of her childrens lands, as she has six children and herself whom, all are entitled to their share of the said Indian lands on the Grand River; and your Petitioners will as in duty bound ever pray.—

Catharine Rufell
Archibald Rufell

Cold Springs Grand River
14th June 1832—

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one hundred apple trees, and to keep the trees, in a thrifty growing manner, the said party of the first part is to pay the first price of the planting the said trees, all which prices are to be valued by indifferent men, to be chosen by the said parties — In Witness whereof the parties have hereunto set their hands and seals, the day and year aforewritten.

Signed Sealed and delivered in the presence of us — (Signed) Catharine Russell (S)

A. Russell (S)

Augustus Jones
Sarah her X mark Jones
Jonathan Graham (S)

(A true Copy

Received from Jonathan Graham the sum of seven pounds ten shillings Currency, in full payment of first sum as named to have been paid in the within mentioned Lease. this 13th March 1828 —

(Signed) Catharine Russell —

Lease
21 Years
13th March 1828 —

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POOR COPIE

A Copy.

This Indenture, made the thirteenth day of March in the year of our Lord, one thousand eight hundred and twenty eight Between Catharine Rupsell, a Grand Daughter of the principal chief the Tekarihogen, of the Mohawk tribe of Indians, residing on the Grand River and owning the lands on the said River (called the Ouse) and by and with the full consent of her husband Archibald Rupsell, of the aforesaid place in the District of Gore, and in the Province of Upper Canada farmer of the first part and Jonathan Graham of the said place, farmer of the second part Witnesseth that the said parties of the first part, for and in consideration, of the following sums of Money, being duly paid, at the times and periods that is to say the full sum of seven Pounds ten shilling, the receipt whereof is hereby acknowledged, and to pay a further sum of twelve pounds ten shillings, on the first day of March in the year of our Lord, one thousand eight hundred and thirty, and a further rent of payment to be of twelve Pounds ten shillings, all Provincial Currency, on the first day of March in the year of our Lord one thousand eight hundred and thirty two, which aforesaid payments, are to be made unto the aforesaid parties of the first part in

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in Merchantable wheat at market prices and also for the further considerations of the yearly rents, herein after mentioned and agreed to, by the said parties, to be paid, observed and performed, by the said party of the second part— Hath, Granted, Demised, Leased, let and to farm letten, unto the said party of the second part and by these presents, Doth, Grant, Lease, let and to farm letten, unto the said party of the second part, his heirs, Executors, Administrators and assigns, all that parcel or tract of lands, lying and situated on and closing Dundas Street, and fronting on the first Concession of Dumfries, adjoining lot number eight in the said Township.— Beginning at a post set, on the North side of the said Street, as marked about twelve Chains and fifty links, along the said Street Westerly from a division line, run by John Jones, for the said Russell family lands &c— and running from the aforesaid Post, North thirteen Degrees, West about twenty chains, more or less, to the aforesaid first Concession line, thence along the said line, South seventy seven Degrees West, Twenty five Chains, to a post, thence South thirteen Degrees East, Eighty Chains, (exclusive of the allowance for the road of said Street) thence North seventy seven Degrees East, twenty five Chains, thence North thirteen Degrees West Sixty Chains, more or less, to the place of beginning and containing two hundred acres of land more or less—

To have and to hold, the said Granted, Demised and Leased premises

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premises, with the appurtenances, unto the said party of the second part, his heirs and assigns, for and during the full end and term of twenty one years, from the day and date aforementioned, fully to be completed, yeilding and paying therefor, a further yearly rent, of one Pepper Corn, if the same shall be lawfully demanded, during the continuance of this Lease unto the said parties of the first part, his heirs and assigns, the aforesaid yearly rent of one Pepper Corn, and it is further covenanted and agreed, that he the said party of the second part, his heirs and assigns, paying the rents aforesaid unto the aforesaid parties of the first part their heirs and assigns, that the said party of the second part, his heirs and assigns that he shall and may peaceably and quietly have, hold, occupy and enjoy the said hereby Demised premises, during the aforesaid term of twenty one years, from the said day and date fully to be completed, without any hindrance, disturbance or Molestation, whatsoever of the said parties of the first part, their heirs or assigns, or any other person or persons, having or lawfully claiming any right in the Premises, and it is further agreed, that at the end, and expiration of the aforesaid twenty one years, that the aforesaid party of the second part his heirs or assigns, are to surrender a peaceable and quiet Posession unto the said party of the first part his heirs and assigns, of the aforesaid Demised Premises And should there be erected and standing on the said premises, at the said time of surrender, a framed farm House, and Barn of the same like, then the said parties of the first part, is to pay a reasonable value for the two said buildings & also should the the said party of second part, plant out regular

one

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C. & A. Rupsell

To His Excellency

Sir John Colborne K. C.B.

&c &c &c

1824

Copy of a Petition

to Joseph Lukers

dated 11th Feby. 1824

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POOR COPIE

A true copy

To Mr. Joseph Lickers

Sir. We take the earliest opportunity to Notify you that the lands, being and lying on Dundas Street, and where the Spring Creek that comes out of the little Lake in Dumfries, crosses the said Street, (by our unanimous consent was taken up, about eighteen Months ago, by one of our Grand Children, Mrs. Jones' Daughter, and belonging to the Mohawk tribe - and has a legal right so to do, - therefore we forwarn you and your concerns, upon your peril not to cut one stick of timber, on the said tract of lands, or to make any kind of Improvements on the aforesaid Premises, as you have no right whatever writings as is reported you have, is a notorious fraud, as can be made clear given our hands this 1st. day of February 1824

Witness present } Signed Tekarihogen his mark Henry
A. Jones

Thomas Davis

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The Petition of Sarah or
Augustus Jones —
to —
His Excellency Sir.
John Colborne K.C.B.

13th June 1832 —

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POOR COPIE

13 June 1832

283

To His Excellency Sir John Colborne K. C. B.
Lieutenant Goveror of the Province of Upper Canada and
Major General Commanding his Majesties Forces therein. &c. &c. &c.

The Petition of Sarah Jones (with her husband Augustus Jones Dep.y Provl. Surveyor) of the Territory of the Indian lands on the Grand River, in the District of Gore and in the Province of Upper Canada,

Humbly Sheweth

That your Petitioner Sarah Jones, by birth belongs to the Mohawk Nation of Indians, residing on the said River, and that her Father was the first principal Chief of the Six Nations of Indians, and that your Petitioner located her Indian claim of lands, on Dundas Street about fifteen years ago, and had an actual Survey made of them about that time, and have used and occupied the said lands ever since, principally in getting timber for the use of their farm on the plains where they reside, and also for their Sugar works, which your Petitioners have made several clearings and erected huts thereon, and also made considerable improvements as to cultivation &c. and by the recent survey by Mr. Burwell, the said improvements comprehend the broken lots in the Gore that is, No. 15 & 16. on the North side of the said Street, and also lot No. 29. and the North half of lot No. 30. in the first concession, on the South side of the said Street, and containing in all about 400. acres of land, and beg further to state that the improvements made principally fall on the aforesaid lot No. 29. — whereon your Petitioner is preparing to sow a large field of wheat this season; and that their Sugar works, and timber lots, for the use of their farm, is on the before described lots, in the said Gore —

Your Petitioner begs further to state, that she located the above lands by the request of her late Father, with the Consent —

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POOR COPIE

consent of the Neighbouring Cheifs, as part of the Indian lands which she was entitled to, as a part of her share of the said lands which your Petitioner has had a peaceable possession of about fifteen years, no person having any doubt of her claims, or offering in the least to trespass on the said lands, and that when Mr. Lewis Burwell Surveyed these lands, he the said Mr. Burwell said that he had been authorised by John Brant Esqr. to give location certificates, to direct the same to Mr. Brant, and he was to keep a register of those certificates, and to report, and to recommend all such to your Excellency, and that they would hold their lands accordingly, and said further, that the first that would apply to him, and give him one dollar, he would give a location ticket to, and direct it to the said Mr. Brant, which was according to his instruction from him, (Brant) accordingly, to prevent other people from locating my lands, I actually gave the Dollar and took a certificate from the said Surveyor, and when presented, with a number of others, to the said John Brant Esqr. he took the said locations, and said that it was all right, and fair, and that they would get, or be secured in their lands, and possessions, and that he would represent the whole to your Excellency, and make all right— the above was the case with hundreds, who gave their dollars, and took their locations, on the aforestated principals, which has since appeared to be a dupe and a fraud.

Your Petitioners beg, that your Excellency will take their case into consideration, and order that a Grant may be made out, to the said Sarah Jones, of the lots Nr. 29, in first concession on South side the said Dundas Street, and lot Nr. 14, in the Gore on the North side of the said Street, and containing about two hundred and fifty acres of land, and that your Excellency will be be so good as to cause a reserve to be made of lot Nr. 15, in the Gore, and also the North half of lot Nr. 30, in the first

Concession

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Concession on the south side of the said Street containing about 150. acres of land, to be reserved for her two Sons Joseph of about sixteen years of age, and Augustus about twelve years of age, which all are entitled to their share of lands; and your Petitioners will as in duty bound ever pray.

Sarah Jones
Augustus Jones

Cold Springs Grand River
13th June 1832

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Copy of the Magistrate Certificate
of the Marriage of
Augustus Jones
& Sarah Tekerehogen
Grand River 27th April 1798

[illegible]

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Whereas Augustus Jones Deputy Provincial Surveyor of the Township of Saltfleet, and Sarah Tekerehogen of the Mohawk Village, Grand River (Called the ouse) in the District of Niagara, and Province of Upper Canada — were desirous of Intermarrying with each other, and there being no Parson, or Minister of the Church of England, living within Eighteen miles of them, or either of them, they have applied to me for that Purpose — Now these are to Certify, that in Pursuance of the Powers, Granted by an Act, of the Legislature of this Province, Passed in the thirty third year of His Majestys Reign; I William K. Smith, one of His Majestys Justices of the Peace, having Caused the Previous Notice, by the Statute requir'd to be given, have this day married, the said Augustus Jones and Sarah Tekerehogen, together, and they are become legally Contracted to each other, in Marriage — Grand River this 27th April — 1798 —

In Presence of us the Subscribing Witness.

Henry A. Hill &
Oneida Joseph

Signed) William K. Smith J.P.

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POOR. COPIE

Copy of a Letter from the Surveyor's
office, Quebec 23. Febry. 1792
to
Augustus Jones Esq. D. P. S.

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POOR COPIE

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Surveyor Generals office Quebec 23d. Febry. 1792.

Sir,

I duly received your letter, with the Plans, and accounts, that accompanied it, for which Please to accept of my thanks, and I assure you, that both your Plans, and accounts, Came in that regular manner, that does you great honor, and gave me great Satisfaction.

I beg that, with all Convenient Speed, you send me, Plans of your Surveys, made in the Course of last Sumer, by order of my Instructions, of the 22d. February 1791— Colonel Simcoe, the Governor of your Province, is now with us, I have taken the liberty, to recommend you, to him, in the maner, I think you merit, and I Cannot doubt but that you will be Continued in your Salary;— I have received from Government, on your account, £169.2.9. Currency, of which Sum. I advanced you £50.— and I have paid into the hands of Lester, and mooney £115.2.9. Currency, which is the full amount of your account;; I Cannot say who will be your Surveyor General, in future, Should it be your Humble Servant, you may Command my ready, and best, Services.

I am with regard
Sir, your most obedient Servant
Signed/ John Collins
D. S. Genl

Mr. Augustus Jones. D. P. S.

a true Copy. Cold Springs, Grand River,
this 11th. June 1832- - - -

11 June 1832

290

To His Excellency Sir John Colborne K. C. B.
Lieutenant Governor of the Province of Upper Canada
and Major General Commanding His Majesties
Forces therein. &c &c &c

Whereas as my Children and family are about applying to your Excellency, for their portion or share of some of the Indian land, that they have improved and are actually in possession of— Permit me therefore to give your Excellency, a short detail, of my proceedings, and standing in this Province, since I first arrived into it. I came from near New York, with a letter from Colonel Cadwallader Colden (a son of the late Lieutenant Governor, of the Colony of New York) addressed to Major Campbell Commanding Officer at Niagara, stating my Father and familys loyalty &c - also stating my good moral, and loyal character, as well as my abilities, or qualifications, as Surveyor &c - which recommendations, I delivered to Major Campbell, of the 34th Regt commanding at Niagara on the 9th June 1787 - and on the eleventh of the same month, I was sworne as Surveyor; and by an order from the acting Engineer, I began my Survey on Niagara River, at the deep hollow above the Navy Hall, from thence West to the four mile creek, a line between the Kings reserves, and the Township No 1. now Niagara, From the afore said time I faithfully continued my Surveys under instructions from the Surveyor Generals Office, at Quebec, and under the superintendency of the land board, at Niagara, by which instruction I continued my Surveys untill the separation of the Province, into Upper and Lower Canada.

I enclose a copy from the Surveyor Generals office, of the 23d February 1792 - which is about closing my business in that office, which will shew your Excellency how I stood in that office — in which time I surveyed the greater part of the Townships from Port Erie

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Fort Erie to the head of Lake Ontario, and also surveyed the Grand River, and the out boundary lines of the Indian lands, and the course of the North shore of Lake Ontario, from Toronto to the River Trent, at the head of the Bay of Quinty, and laid out and run the front lines of the first concession of Eleven Townships including the said distance along the North shore of the said Lake, and surveyed the Town of Niagara - these are the plans alluded to, in the Surveyor Generals letter, of the 23rd. February 1792 -

The first Executive council held in the Province was at Kingston, by the late Lieutenant Governor John G. Simcoe, was in the spring of 1792 - when by instructions I attended the said Council and assisted Messrs. Chewitt and Atkins in dividing the Province, into Districts Counties, and ridings, after which I returned to my District, and faithfully carried on my Surveys, under instructions from the Surveyor Generals office of Upper Canada, by which instructions I Surveyed the Town of York, Yonge Street, and many new Townships, and carried on the work faithfully, without any complaints - which facts I believe the present Surveyor Generals Office will witness, Untill the works of Surveys, were so far advanced, that the late Lieutenant Governor Hunter, thought it not necessary to continue the salaries of Surveyors unless on actual services, my being quite tired and Worn out, by being so many years in the woods, in driving the work, as I had done, to accommodate settlers &c - I retired to my Farm, without asking, or soliciting any remunerations whatsoever, but have thought it my duty at all times, to render every information in my power to the Surveyor Generals office when required, respecting my Surveys &c -

There having been some false statements in some of the York News papers, which appear on purpose to injure the Character of some of my family, induces me to make

to

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to your Excellency a copy of the Majistrates certificate of my Marriage; I hope that your Excellency will pardon me for troubling you so much, with details of facts, which all are well known in the Surveyor Generals Office in this Province and beg to add that I have been to great expence in educating my children, and have always used my endeavours to make them usefull members in society, and have given them that scripteural lesson, to fear God, honour the King, and obey all in authority under him. And as my children are about making application to your Excellency, for their share of the Indian lands; I hope that you will not think their request unreasonable, more so when I assure your Excellency that I have done a great deal for the Grand River Indians, in surveying their lands, and making out plans, and reports of their property, and in settling the late Captain Brants Estate, as an Executor. Should there be any thing advanced by the Superintendant of Indian affairs on the Grand River, or by any other person, against my family claims, I hope that your Excellency will have the goodness, and order an investigation to take place before Colonel James Givens Chief Superintendant of Indian affairs &c. and the other Honourable members which are appointed Trustees to the Grand River Indians, when I trust many things will be brought to light, and every justice done; and as there are many things respecting the Grand River affairs complained of, could such an enquiry take place at Brantford, it would render great satisfaction, to the public, as well as to the Indians in general, it would give each party an easy chance to produce necessary proofs. Have the goodness and forgive me, for exposing my ideas so freely to your Excellency.

Cold Springs, Grand River
11th June 1832

I am with due regard your
Excellencys most obedt and
Humble servant
Augustus Jones D.P.S.

N.B. This day I have been 45 years
in the Surveyor Generals Department
A.J.

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293

✓

1832

Petition to H.E. for leave to purchase at a fixed price —

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POOR. COPIE

5 June 1832

294

To His Excellency Sir John Colborne K. C. B. Lieutenant Governor of the Province of Upper Canada &c. &c. &c.

The petition of Christopher Batty, Isaac Stalkwell, John Campbell, James Elliott, and Jacob Auger - Humbly Sheweth -

That your petitioners came into the possession of lots number thirty one, thirty-two and thirty three in the first Concession of the Indian Lands South of Dundas Street by virtue of the accompanying Leases - which Leases were originally from individuals of the Six nations Indians residing on the Grand River Tract of Indian Lands, to whom they have annually paid rent according to the Conditions of the Leases - that your petitioners have in the aggregate Eight buildings, and about one hundred and thirty seven acres of improvement, with fifty fruit trees of different discriptions. That at the Public Sale of the Indian Lands on the 31st. of may last your petitioners prefered their Claims to the Honorable Peter Robinson Commissioner of Crown Lands, who was kind enough not to Expose the said Lands to sale, but directed them to lay their Claims before your Excellency for your Consideration - That when your petitioners came into the possession of the said Lands, they were induced to believe that the individuals who gave the Leases had a lawful right so to do - But they now find to the Contrary.

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Your petitioners therefore pray that your Excellency will allow them to purchase the said Lands at some fixed price without subjecting their improvements to public Sale.

And your petitioners as in duty bound will ever pray.

Dundas Street
5th June 1832

Christopher Batty ✓
Isaac Stockmell ✓
John Campbell ✓
James Elliott
Jacob his x mark Auger ✓

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POOR COPIE

296

Rufus Johnson

Affidavit

No 5 1832

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1 June 1832

297

Rufus Johnston, of the Indian Tract, on the Grand River, maketh Oath & saith: That in the year One thousand eight hundred, he Leas'd the Land, from the Widow Brant's line, East, to Wm. Smith's, now Beggar's line, West, and to the River, South, and to Run as far Northwardly, as at least two miles; of Aaron Hill a Son of Capt. David Hill for the term of Three Years

That previous to about the time of the Expiration of this Lease the said Aaron Hill died & when the Lease expired they deponent Leas'd the same Lands of John Hill a Brother to the Said Aaron for a further Term of Seven Years — That at the time this deponent came into possession of the aforesaid Property there was a considerable improvement thereon, which this deponent understood had been made by Hill —

This deponent further saith that he has frequently heard old Capt. Brant say that the aforesaid Land belong'd to the Hill Family — and that it was by the advice of Capt. Brant that the said John Hill leas'd to this deponent the P. Land for the last mention'd term of Seven years —

This deponent further saith that he has resided on the Indian Land thirty two Years & that till lately he never hear'd the Title of the Hill family to those Lands call'd in Question

Sworn before me this
1st day of June 1832
at Brantford Gore District
William Richardson
Commissioner for taking
Affidavits in Kings Bench

The word "thereon" interlined as also the words "about the time of"

Rufus Johnston

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298

James Thomson

Wentworth 20th May 1832

Respecting land which he leased from the 6 Nations

To The Hon.

Peter Robinson

Com. of Crown Lands

York U. C.

Answered 25 Nov 1832 stating that it had been referred to Homber G. Wallack and that George Graham and to Purchase the same 26 Sep 1831 recommending a cer of no improvements being made being sent with the fee to Mr McE

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1469

20 May 1832 299

To the Hon. Peter Robinson

Sir Having leased at Lot of Land from the Six Nations of Indians on the 2d day of Jan. 1826 for the term of 21 Years with the promise if sold, of the prior purchase or to a more extended Lease, do at this time desire to know if such lands is to be sold at public auction on the 31st day of May without regard to the said leases if so I should be glad to know if you have any authority to reserve such Land as it very much concern'd me having a large family consisting of 12 persons including an aged Mother and a sister lately from England dependant upon me and having laid out about four hundred Dollars in improving said land and having crops on the same thought it advisable to beg of your Hon. if possible you may have power so to do to hold back the sale of the Land I have improved on leased as I am not able at present to meet such prompt payment as the advertisement requirith.

Wentworth 20 May 1832

Yours &c &c

James Thompson

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James Thomson

Wentworth 20th May 1830

Respecting land which he leased from the 6 Nations

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Mr Batty to
Collin Parkin
& Jas Elliot
1832

301

300
(60)
250
710

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POOR. COPIE

Dunfs Street May 19th 1832

302

Know all men By these presents that I Christopher Batty for and in consideration of the Sum of Ninety one pound five Shillings Province Currency to me in hand paid By Collin Parkin and James Elliot the Reciept whereof I do herby acknowledge have Bargined Sold and quit Claim unto the said Collen Parkin & James Elliot and to their heirs, asigns, Executors & administrators, all my right title Intrest claim and Demand Both in Law and in Equity as well in possesion as expectancy of in and to all that peice or parcel of Land or Improvement Situated and lying on the east side of the Road Leading from Brantford to Dumfries Being the rear of Lot No 32 & part of Lot No 31 In Witness Whereof I have hereunto Set my hand and seal this nineteenth day of May in the year of our Lord one thousand eight hundred and thirty two

Signed sealed and Delivered in presence of

John Dodds
witness

Christopher Batty
By
Nandy Batty

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LV

Lease
Esther Hill
to
Erastus Benedict
21 years—
10th May 1832

303

T

W. Hepburn Esq
Acting Trustee of Mohawk Lands
Toronto

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1

11 May 1832

304

This Indenture made the Tenth day May, in the Year of our Lord one thousand Eight hundred and thirty two— Between Esther Hill, of the Mohawk tribe of Indians, residing on the Grand River, in the County of Wentworth, in the District of Gore, and in the Province of Upper Canada farmer, and Widow, of the first part, and Erastus Benedict of the above described Place farmer of the Second Part. Witnesseth that the aforesaid Esther Hill, of the first part that for and in consideration, of the yearly Rents, and other Improvements to be made, on the Premises, by him the said party of the Second part, to be paid observed, and performed, by the aforesaid party of the Second part,- Hath Granted Demised Leased, let, and to farm letten, unto the aforesaid party of the Second part, his Heirs Executors, administrators, and assigns, and by these presents: Doth Grant Lease, and Demise, let and to farm letten, unto him the aforesaid party of the Second part, his Heirs and assigns, all that Certain tract or Parcel of lands, it being a Certain part, of Indian Territory of lands on the Grand River, and it being a Certain part thereof as belonging unto her the aforesaid party of the first part, as part of her Share of the aforesaid Territory of Indian lands and may be more fully known, as follows. that is to say it lying on the Western side of the aforesaid River, and a little below the Salt Springs, it being the Premises, and farm whereon the said party of the second part, now lives, and resides, and Commencing at at a Stomp marked on the Bank of the River, it being the upper Boundary of the aforesaid farm, and running from thence South Six degrees East Ninety Chains, to a post marked, thence North Eighty four degrees East twenty two Chains more, or less to the South East Corner, Post, thence North Six degrees West, about Ninety five Chains to the Bank of the River, thence following up the said River on the Bank, to the aforesaid place of the Beginning, and Containing, two hundred acres of land, more, or less—, To Have, and to hold

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POOR COPIE

the said Granted, and Demised Premises, with the appurtenances, unto him the said party of the second part his heirs, and asigns, for and during the full end, and term of twenty one years, from the day, and date afore written fully to be ended, and completed, his Yeilding and paying the yearly Rents, and at the end of each year, the full sum of Six Pounds five Shillings Province Currency, during the Continuance of this Lease- unto her the said party of the first part. to her heirs, or asigns, and it is further Covenanted and agreed, that the aforesaid party of the second part, his heirs or asigns, Paying the yearly rents, of Six Pounds five, Currency at the end of each year, that he Shall, and may Peaceably Have Hold occupy, and enjoy the aforesaid Leased Premises during the Continuance of this Lease, and it is further Covenanted, and agreed, by the party of the Second part, that at the end, and expiration of the aforesaid Lease that he the Said party, of the second part, his heirs or asigns will Peaceably and quietly Surrender the said Premises unto the party of the first part in a good farm like order, all of which to be fully Completed, without any hindrance or disturbances, Whatsoever of the said parties - of the first part. their heirs. or asigns, or any other Person. or Persons having. or Lawfully Claiming any right in the Premises In Witness Whereof the parties have here unto Set their hands, and Seals, the day, and year afore written

Signed Sealed, and delivered in presence of }

Peter John
Henry A Hill

her
Esther + Hill
mark

Eustus Benedict

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James Gelpin
Brantford 9th May 1832

Respecting Block of Lots purchased by John or Joseph Gilkes

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Poor Copy

307

Brantford May 9th 1832

Sir,

I was yesterday favoured with your letter in reply to my last respecting the Block of lots purchased by John or Joseph Gilkison at the Sale of lots in Brantford, for which I am much obliged to you, and in reply beg to say both John & Joseph Gilkison previous to my having written my last letter to you consented at Mr Burwells Office, in his presence, to give up their claim to the Block therein mentioned, but in consequence of the affidavit you have been so kind as to enclose me I shall defer any further communication with them, and will now wait until the Public Sale which you stated would take place tomorrow about the 20th Inst.

I remain Sir Yours most obliged
To The Honble Peter Robinson &c James Gilkison

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8th May 1832

Finlay Malcolm
To
Josiah Brown

Leak

(7)

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8 May 1832

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CANADA

POOR. COPIE

This Indenture Made the Eighth day of May in the Year of our Lord one thousand eight hundred and thirty two, at Oakland in the Province of Upper Canada, Between Finlay Malcolm of the township of Oakland in the County of Oxford in the District of London in the Province aforesaid Yeoman of the one part, and Josiah Brown of the Grand River Territory in the County of Wentworth District of Gore and Province aforesaid Yeoman of the other part; Witnesseth that the said Finlay Malcolm for and in consideration of the sum of Two hundred and fifty pounds lawful money of the aforesaid Province to him in hand well and truly paid by the said Josiah Brown, at or before the sealing and Delivery hereof, the receipt and payment whereof is hereby acknowledged and confessed; and also in consideration of the rents, covenants and agreements, hereinafter contained and mentioned on the part and behalf of the said Josiah Brown his Executors, administrators and assigns, to be paid kept done and performed, He the said demised, leased, set and to farm letten, bargained, sold, assigned transfered and set over; And by these presents Doth demise, lease set and to farm let, bargain, sell, assign, transfer and set-over unto the said Josiah Brown, his executors administrators and assigns; All that piece or parcel of Land situate, lying, and being, in the County of wentworth aforesaid, being a part of the lot of Land known by the name of Myers's farm on the Grand River Near the old Indian Mill Dam, which said piece or parcel of Land is butted and bounded as follows (that is to say) Beginning at the North East Angle of the said farm, and running from thence South Sixteen Degrees East seven Chains fifty links to a stake; Thence South Seventy four Degrees West eight Chains seventy five links, Thence South twenty three Degrees fifteen minutes West, two Chains fifty links, Thence South fourteen Degrees thirty minutes West, four Chains, eighty one links, Thence South five Degrees West three Chains, Thence South fifty eight Degrees West, Eleven Chains seventy five links more or less to the westerly side line of the said farm, Thence North Sixteen Degrees West twenty Chains twenty five links more or less to the North West Corner of the said farm; Thence North seventy four Degrees East twenty five Chains more or less to the place of beginning; containing by admeasurement Thirty three acres of Land be the same more or less; Together with all and singular the rights, members, and appertenances thereunto belonging or in anywise appertaining; To have and to Hold all and singular the said piece or parcel of Land and premises hereby leased, demised, and assigned, or intended so to be, with the appurtenances unto the said Josiah Brown his executors, administrators and assigns, from the date hereof, for and during all the residue and remainder of a Term of Nine hundred and Ninety nine years, now to come and unexpired in the premises, which said Term of Nine hundred and ninety nine Years, Commenced on the first day of October in the Year of our Lord one thousand eight hundred and one against the said Finley Malcolm and his legal representatives, and against all-

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all and every other person or persons whomsoever lawfully or equitably claiming or to claim the same or any part thereof, by from through under or in trust for them, either or any of them. Yielding and paying therefore Yearly and every year during all the residue of the said term, on the last day in each year thereof, unto the said Finlay Malcolm his executors. administrators or assigns, the annual rent of one pepper Corn, if the same shall be lawfully demanded, which annual rent the said Josiah Boown, doth hereby for himself his executors administrators and assigns agree and covenant to pay or cause to be paid according to the reservation aforesaid and the true intent and meaning of these presents; And the said Josiah Boown his executors administrators and assigns; shall also well and truly pay satisfy and discharge all and all manner of taxes, charges rates, assesments, and impositions whatsoever, which now are or hereafter shall be payable from the premises hereby leased and demised during all the residue of the term aforesaid — And the said Finlay Malcolm for himself and his heirs; All and singular the Land and premises hereby leased and demised, or intended so to be, with the appurtenances in the full and peaceable Enjoyment and Possession of him the said Josiah Boown, his Executors, Administrators and assigns for and during all the residue and remainder of the said Term, of nine hundred and ninety nine Years shall and will Warrant and Defend by these presents; he and they doing paying and performing as aforesaid; IN Witness whereof the parties to these presents have hereunto set their hands and seals the day and Year first above written.

Signed Sealed & Delivered
in the presence of us-
Thubael D Malcolm
C. C. Griffin

Finlay Malcolm

Josiah Brown

Received on the day and Year in the above Indenture written of and from the therein named Josiah Brown the sum of Two hundred and fifty pounds lawful Money of Upper Canada being the full consideration Money in said Indenture mentioned to be paid by him to me. Finlay Malcolm
Witness thereto

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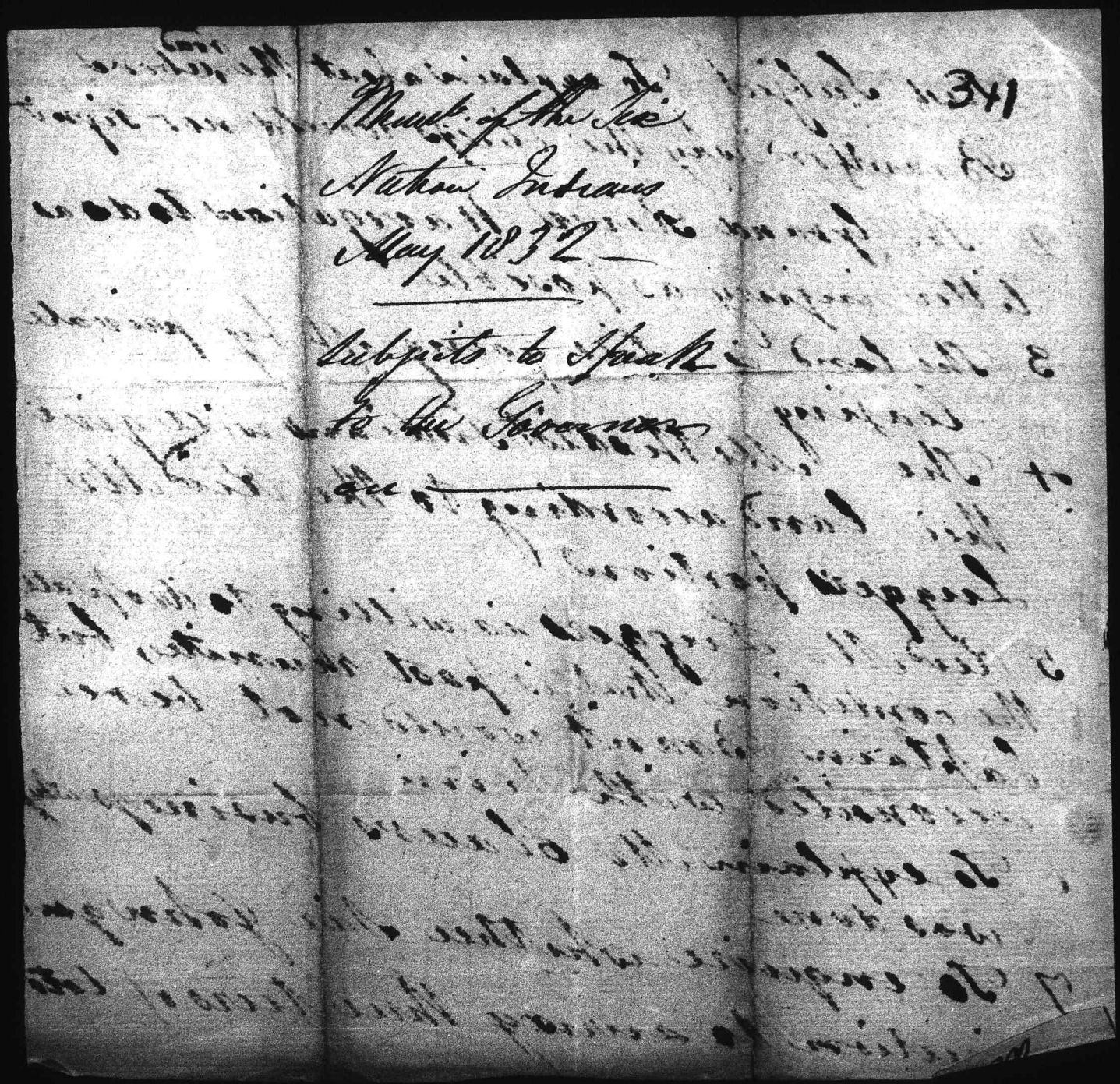

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Mem^l. of the Six
Nation Indians
May 1832

Subjects to Speak
to the Governor
on

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POOR. COPIE

First Subject To explain about the 2nd May 1832 above
Brantford why the chiefs would not sign it 312

2 The Grand River Navigation to do as
little injury as possible

3 The land is still going off by private
leasing

4 The Methodist Indians will give
their land according to the Rev Mr
Luggers portion

5 Rev Mr Luggers is willing to do all
the contention that is past reunite, but
Captain Brant would not be re
reconciled with him

6 To explain Mr Claus's business why
was done

7 To enquire whether Sir John gave
direction to survey three tiers of lots

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No 9
Bond 1832
Richard Vinson
to
Thomas Davis
28th April 1832

8

90 No 33

110
6
660
9
5950
110
1695 0

313

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POOR COPIE

28 Apl 1832

314

Know all men by these presents, that I. Richard Vinson of the Grand River, in the District of Gore, and in the Province of upper Canada farmer, are held and firmly Bound unto Thomas Davis, his heirs and assigns, in the [illegible] sum of fifty Pounds, Current money, to be well and truly Paid, for the true performance of which, I bind myself my heirs, and assigns, at the Grand river this 28th April 1832.

The Conditions of the above obligation is such that is if the above Bounden Richard Vinson his heirs or assigns Shall well, and truly Build, and finish a good framed dwelling House, adjoining, on the East side of his House he the said Thomas Davis resides, in the same Size as the old plot for a House, Standing at the place of building the new House as agreed to be built to Build, and finish the House in a good, and workman like order with door windows, and Sealed, and plastered, all to be compleated, before the first day of December next, than in Such Case, the above Conditions being fully compleated, this obligation to be utterly null, and void, otherwise to be and remain in full force and Virtue as Witness my hand and Seal the day and year afore written

Signed Sealed & delivered in the presence of — } Richard his + mark Vinson Jur.

Augustus Jones.

John Atkinson

NB the frame House to be Sixteen feet Square and to be the same height as the old one two Windows 12 light each

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315

James Gilpin

Brantford 26 April 1832

Enclo[illegible] £10 — on
acct of [illegible] Town lots
in Brantford —

Money

1 N 2

Commissioner Crown Lands Dept
Toronto

Answered 30th April 1832
See within

C. C. L. G.
5th May 1832

Wrote to Mr. Gilpin enclosing Joseph Gilkess communication
to me of 20th April last.

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POOR COPIE

316
26 66
1832

Sir.

Having written to you last week, and not having received any reply to my request, I have waited until after the time you appointed with W Burwell and myself for the sale of Village lots in Brantford; The Sale not having taken place or being able to procure any information respecting it, has induced me again to apply to you for possession of one Block of the following lots, consisting of four, either Nos 38. 39 North side of Colborne Street & 37. 38. South side of Dalhousie St., or, Nos 3. 4. North side of Darlington Street & 3. 4. South side of Wellington Street. for the one of which Blocks I have enclosed you £10. as a first instalment. The former block has been given up to me by John & Joseph Silkes and were returned on the 14th May 1830 as occupied lots for John Silkes; The latter Block is returned by W Burwell in the present survey, and is the one I should much prefer. if you will allow me to take possession of it, but as my time for remaining in my present residence is drawing to near to a close, I shall be under

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POOR COPIE

317

the necessity of commencing my building without farther delay, and on that account must apologise for again troubling you & request the favor of a reply by the next Post, I remain Sir,

Yours Obedtly

James Gilpin

Brantford April 26th 1832 —

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CANADA

POOR. COPIE

C of C. L. O
York 30th April 1832

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Sir

With reference to Your letters of the 19 & 26 Inst, on the subject of lots in Brantford, I beg to acquaint You that the sale not having taken place on the 25 as intended was owing to circumstances not under my control, and to inform You that I am not authorised to dispose of Village Lots in Brantford by private sale which [illegible] compels me to return You the £10 — [illegible] I rec^d enclosed in Yours of the 26th — The claim set up by John Gilkes to the lots You mention is contested by Joseph Gilkes, and requires some investigation before the conveyance is confirmed to either

By the last post I rec^d Mr L. Burwell additional survey of Brantford & should it not meet with H: E. approbation there will be a Pub: Sale of the Town lots in Brantford & of the tract of land recently surveyed on the Governors road, about the 20 May next

I am &c

(signed) Peter Robinson

Mr James Gilpin

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POOR COPIE

319

James Gilpin
Brantford 19 April 1832

Wishing to get land
at Brantford to build a

Thos Ambler Peter Robinson Esq
Commissioner of Crown Lands
Yorke N.C.

19 April 32

Paid 7

Ans.d 30th April 1832
copied in his letter
of the 26th

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POOR COPIE

19 Apr 320
1832

Sir,

Having this morning understood it is not your intention to be at Brantford, or can I procure any information from Mr Burwell respecting the Sale of Village Lots which you appointed with me should take place on the 25th of this month, I am induced again to make application to you respecting the sale, as I am now put to the greatest inconvenience in consequence of having made the necessary arrangements to commence building immediately, and as I before stated to you, shall in a very short time have no place to put my head in.

I shall be much obliged, provided the Sale is not to take place, as you appointed on the 25th, if you will allow me to take possession of three or four lots in the rear of the present survey at a fair valuation & I will immediately remit you the necessary instalment for them.

I remain Sir Yours Obedtly

James Gilpin

Brantford April 19th 1832 -

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Affidavits of
James Wilkes
to
Brantford 5th April 1832

[illegible]

[illegible]

[illegible]

Gore District
To Wit

5 April 1832 322

Personally appeared before me William Holme Esq one of His Majesties Justices of the peace in and for the said District James Wilkes of Brantford who maketh oath and saith that in the year 1825 Joseph Gilkes obtained from Jacob Brant a Lease of a piece of Land comprising about Two Hundred Acres lying between the Land of this deponents Father and the Lot now in possession of John Paupatter and extending back a sufficient distance to comprehend the above quantity of Land That he this deponent was with the surveyor John Jones when the Lines were run that the front line commenced at the creek on which this deponents Father is erecting a Mill extending along the present road to a Stake planted near the House of John Paupatter which said piece of Land includes the Lots on which John Gilkes & John Waterhouse now resides That Joseph Gilkes built the House in which John Gilkes now resides and finished it including building the chimney Windows Doors floors &c so as to be in a fit state to Let. and as Joseph Gilkes did not at that time wish to reside in the house in consequence of being hired by the month to this deponents Father he Joseph Gilkes did Let the House to Ansel Hulbert and this deponent believes received S/G

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per month rent for the same. That afterwards Joseph Gillies allowed Thomas Gillies (now deceased) to reside in the house and use the Farm. That in the year 1829 John Gillies and family arrived in this Country from England in destitute circumstances and Joseph & Thomas Gillies became securities to this deponents Father for Twenty pounds advanced to enable them, namely John Gillies and family to get their Luggage (which was detained at Quebec in security for the payment of their Passage from England) and to travel from Quebec to this place. This deponent further saith that on the arrival of John Gillies and family in Pr. Hartford they were allowed by Joseph Gillies to live in his house untill they could obtain another place. That John Gillies worked for this deponents Father untill he was enabled to pay £5- towards the £20- due to this deponents Father that Joseph Gillies afterwards paid the remaining £15 to this deponents Father and this deponent believes that John Gillies has never paid Joseph Gillies the same - and this deponent further states that Joseph Gillies is now the rightful owner of the House in which John Gillies now resides and that John Gillies keeps possession by force from Joseph Gillies -

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and further this deponent saith not

Sworn before me at Brantford this Twenty fifth day of April 1832

James Wilkes

Wm Home Jr

Brantford April 24 1832

To The Hon Peter Robinson

Sir

Mr Burwell Surveyor

Having thereon me a copy of the Letter I wrote for my brother John Gilkes concerning the Lots he lives on which Statement is nearly all false I have obtained the Affidavit of Mr James Wilkes who is acquainted with the whole transaction - If this is not sufficient I can get others corroborating the facts stated I shall be much obliged if you will answer this as soon as convenient letting me know whether I can have the Lots now put down in my brothers name as I want to put up a building on one of them

I am Sir

Your Obt Servt

Joseph Gilkes

by desire Mr

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Peter Lossing

Norwich 14 April 1832

Respecting Caleb Tomkins claim to a Town lot in Brantford with a Power of Attorney within Double

325

1/2

Honble Peter Robinson Esquire

York U Canada

NORWICH 4 Mo 14 12 1832 U.C.

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POOR COPIE

Norwich 4 Mo 14th 1832

326

Dear Friend

My Neighbour Caleb Tompkins as has been intimated before — considers himself to have a valid claim in equity on a Town Lot and House in Brantford purchased and built on by his Brother Enoch Tompkins with the means furnished by Sd Caleb — and an Understanding when Enoch left it under a Rent — and confidencing in nathan Gage — left his Lease in his hands — and some notes — & expected the proceeds — after its paying Gage a small sum out of these Notes due him the residue with the Lot & Building should be given up to Caleb and by Letters Enochs health will hardly at present admit of his coming to see to it — Gage has taken possession he thinks forcibly — without any liberty from either after The Tenant left it locked — and hold possession and believes he has sold it and is trying to obtain a Title in fee of Government for the whole & declines shewing any Assignment or Transfer from Enoch and gives no other explanation but his own word for it — he wishes — the matter enquired into closely especially if he shews any thing like a transfer — & he has been informed — that my Friend Robinson is likely ere long to be at Brantford — and would feel himself under particular Obligations if he could be informed of the time so that he could be there so as to obtain some knowledge of the validity of what he truly considers a pretended claim on the part of of Gage

a Line on the subject would be very acceptable

I am with respect and deference

Peter Lossing

To the Honble Peter Robinson Esqr

Inclosed is Enochs Power of Atty and wishes him to take the trouble of bringing the power with him

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327

To Caleb Tompkins Esq
Norwich London
Destrict
Upper Canada

QUEENSTON
1831
JULY 21

British Postage

Napan N.Y.
July 15. 1831

Paid 25

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1284 13 July 1831 328

I the undersigned Enoch Tompkins of the town of Chatham county of Columbia & state of New York have made and do hereby make constitute and appoint Caleb Tompkins of the Township of Norwich & District of London Upper Canada my true and lawful attorney for me and in my name and to my use to ask demand sue for recover and receive of and from Nathan Gage of Brantford county of Wentworth & district of Gore all and every the debts sum & sums of Money whatsoever now due and owing from said Nathan Gage to me and do also appoint him the said Caleb Tompkins my attorney for me and in my name and to my use to enter into and take possession of all such messuages lands tenements hereditaments and real Estate whatsoever I now own in said Village of Brantford & county of Wentworth whereof I now am entitled or interested in and also for me & in my name to grant bargain and sell the same for such sum and

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and price and on such terms as to him shall seem meet and for me and in my name to make execute good and sufficient title for the same & also to demand and receive the leave of of the house lot I own in said Village of Brantford which is now in possession of said Nathan Gage & to keep in his possession for me - hereby giving my said Attorney my full and absolute power and authority in the premises the same as if I were personally present Witness my hand and and Seal this thirteenth day of July one thousand eight hundred and thirty one

In the presence of

Aaron Tomphins

Enoch Tomphins

Levi Pitts

Columbia County ss.

on this thirteenth day of July one thousand eight hundred and thirty one before me the subscriber a Commissioner of Deeds of said County aforesaid personally appeared Enoch Tomphins who acknowledged that he executed the within Instrument and I certify that I know the said person who made the said acknowledgment to be the individual described in & who executed the within instrument

L. Pitts

Commn. of

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Dear Brother Caleb Tompkins 330

I Recved your Letter Dated the 30 June Which found us in good Letth as well as all our freends — But I was Much Surprised to hear of Nathan Gages Villeney for I thought him to be perfectly honest and I have sent you this Power I wish you to Do as you think proper I have not time to Wright Much but in a few Days I will Send you Nathan Gages account for Which he Cant Deny that We Settled and I gave him my Note for a Little over Nine Dollars for Which the Villen Cant Deny and handed him my Leas When I was Coming a way and gave him a few Lines to keep the Leas untill I Paid him up the Note but nothing like Seeing the Leas over nor Neither was such thing mentioned by Either of us neither was such thing ~~[illegible]~~ thought of by me John Gray is Coming in that Country in a few Days then I will Send you more particular and all the Wrightings will Come with him I have not time to Wright any more only Such Winter Cropps Comes in that never before was in this part of the World

To Caleb Tompkins Enoch Tompkins

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331

George W. Whitehead

Burford 31st March 1832

transmitting the Petition of Mrs Reade for the Burford Governor.

Fr April 31

Fire

Honorable Peter Robinson
Commissioner Crown Lands
York

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POOR COPIE

332

Burford 30th March 1832

Sir

Agreeable with your request when at your office on the 24th Inst I now enclose to your address the The Petition of Elizabeth Reade also my explanation for His Excellency's information hoping that this may remove all Obstacles to Mrs Reade procureing a Patent for the two lots in Brantford in question

I have left open or rather unsealed my letter to Eneas MacMahon Esqr that you may peruse the same —

Any other information that I may be in possession of that is likely to afford the Old Lady relief will be most readily furnished

I have the Honor to be

Sir

Your Obdt Humble Servt

Geo. W. Whitehead

Honorable
Peter Robinson
Yorkt

Forwarded the enclosed papers to Mr McMahon

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POOR COPIE

333

Indenture of Mortgage

William Birt to James Durand } Dated 31 March 1832

Part of Lot No. 9 } on Brantford Road
Whole Lot — 10 } 2d Range in rear
Part of . . . 9 } between Ancaster &
£1000 due on principal. } Grand River — 519 acres
& Interest from . .

A Memorial of the within deed is recorded in the Registry Office of the Counties of Wentworth & Halton the 3rd of May 1832 at 10 o'clock a.m. Lib. G p. 244 Memo No. 364.

George Durand
Dy. Registrar

Baldwin & Sullivan Conveyors
York

31 Mar 1832

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Memorandum this thirtieth

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41

This Indenture made and concluded the thirty first day of March in the year of our Lord one thousand eight hundred and thirty four between William Birt of the town of York in the Home District and Province of Upper Canada Gentleman of the one part and James Durand of the Village of Dundas in the township of West Flamborough in the District of Gore and Province aforesaid Esquire of the other part - Whereas by Indenture bearing date the Thirtieth day of March in the year of our Lord one thousand eight hundred and thirty two the said James Durand did convey unto the said William Birt all the rest residue and remainder of a certain term or terms of nine hundred and ninety nine years of and in all and singular the lands tenements and premises therein assigned and transferred the same being part and parcel of a certain tract of land containing five thousand acres be the same more or less granted and assigned by the principal Chiefs of the six Nations of Indians to (confirm) Joseph Brant now deceased and vested said terms of nine hundred and ninety nine years as far as regards that part of the said lands and premises therein conveyed and assigned as is called and known by the number of lot number ten and situate on the South side of the Road leading from Burlington heights to the village on the Grand River commenced and begun on the third day of July in the year of our Lord one thousand eight hundred and eighty and which said term so far as relates to the remainder of the said lands and premises thereinafter conveyed and assigned commenced and began on the twenty eighth day of March in the year of our Lord one thousand eight hundred and twenty four. And Whereas it is therein and thereby recited that certain measures are now under consideration with the Government of this Province for the granting and settlement of the Estates of the said Six Nations of Indians and it is confidently anticipated that the said six Nations of Indians would make such surrender of all estate which they have or may claim to or in or to certain parts of their estates in this province as may have been heretofore assigned or reserved on the behalf of the said six Nations to others his Majesty's subjects (whereof the lands and premises hereby assigned and conveyed form a part) as would enable His Majesty's Government to cause Letters Patent to be issued granting the Estates and the fee simple and inheritance thereof to the assignees of such Estates of the said six Nations of Indians and it is thereby further recited that the said James Durand did thereby agree to the best of his power and ability to procure such Letters Patent in fee simple to be issued for the said lands and premises therein assigned and conveyed and to convey and assign all and singular the Estate interest and remainder in and to the said lands and premises to the said William Birt his heirs and assigns when he the said James Durand his heirs and assigns or any other person by his procurement or consent shall obtain by means of such Letters Patent. Now these presents witnesseth that for and in consideration of the sum of one thousand five hundred pounds of lawful Money of Upper Canada by the said James Durand to the said William Birt in hand well and truly paid at or before the sealing and delivery of these presents the receipt whereof the said William Birt doth hereby acknowledge he the said William Birt hath granted bargained sold assigned transferred and set over and by these presents doth grant bargain sell assign transfer and set over unto the said James Durand his heirs executors administrators and assigns all and singular the lands tenements and premises

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hereinafter described being part of a tract of land near the [illegible] River in the said Province of Upper Canada formerly granted and granted to the said six nations of Indians by His Excellency Sir Frederick Haldimand then Governor of the Province of Canada on the behalf of His late Majesty King George the third and being parcel of that certain tract part containing five thousand acres thereof which was conveyed and assigned by the principal chiefs of the said Six Nations of Indians to Captain Joseph Brant which said parcel of the said five thousand acres of land is now in the possession of the said William Birt and contains five hundred and nineteen acres of land be the same more or less being composed of part of lot number nine the whole of lot number ten and so much of number nine and ten in the second range of lots in rear of lots number nine and ten on the said Road and adjoining to the said numbers nine and ten on the said road and shall contain two hundred and forty four acres and make up the worth the other lands hereby conveyed the quantity of five hundred hundred and nineteen acres aforesaid which said parcel and tract of land hereby conveyed and assigned is bounded or may be otherwise known as follows that is to say commencing at a post on the South side of the road on the east [illegible] boundary of the said lot number nine at the North East corner of the land now in the possession of the said William Birt on the said lot number nine then South forty four degrees east nine chains fifteen links to the boundary or side line between lots number nine and ten then South sixty two degrees thirty minutes East eighty nine chains thirty links to a pine tree on the side of a ridge marked on four sides thence then North seventy degrees thirty minutes east twenty seven chains more or less to an elm tree at the edge of the Creek thence South sixty two degrees thirty minutes East fifty eight chains more or less to a post thence South seventy degrees thirty minutes West sixty one chains more or less to a division side line thence down the said side line North sixty two degrees thirty minutes West one hundred and fifty eight chains more or less to the public highway or Mohawk road thence along at the South side of the road to the place of beginning Together with all houses out houses Barns Mills [illegible] Outs orchards Gardens buildings erected or woods ways waters and water courses on the said lands and premises hereby assigned and or any erected lying and being or thereto in any wise belonging and all the Estate right title claim property and demand either at Law or in equity of him the said William Birt of in to or out of the said premises with the appurtenances To have and to hold the same premises with the appurtenances unto and to the use of the said James Durand his heirs executors administrators and assigns for and during and to the full end and term of nine hundred and ninety nine years which commenced as to the said lot number ten adjoining the said road and containing two hundred and seventy three acres of land more or less on the third day of July in the year of our Lord one thousand eight hundred and as to the rest residue and remainder of the said said premises hereby assigned and conveyed on the twenty eighth day of June one thousand eight hundred and twenty four and until the said term or terms of nine hundred and ninety nine years and all the Estate and term of years of him the the said William Birt his heirs executors and administrators shall be fully complete and ended Provided always nevertheless and it is the true intent and meaning hereof and of the parties hereto that if the said William Birt his heirs or assigns shall and do well and truly pay or cause to be paid unto the said James Durand his executors administrators and assigns the said sum of one thousand five hundred pounds of lawful money aforesaid in manner following that is to say the sum of two hundred and fifty pounds on the day of the

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£ 30. 18. 0

Received of James Such Esquire the sum of thirty pounds being the instalment of interest on One thousand pounds for half a year due the 21st of April last and also eighteen Shillings for interest on the thirty pounds since became so due on the within Mortgage as well as also his due Bill for the Costs in full in the action of ejectment now pending on the within Mortgage.

Hamilton 18th October 1834

Miles O'Reilly
Attorney for James Durand
administrator of the Mortgagee

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POOR COPIE

date of these Presents the further Sum of One hundred and twenty five Pounds Lawful Money aforesaid within six Months after the completion of the Saw-mill hereinafter mentioned with Interest at the rate of six per Cent per Annum from the Twenty first day of April next ensuing the Day of the date of these Presents and the Sum of One hundred and twenty five Pounds in two Love Months after the satisfactory completion of a certain Saw Mill to be built on the Premises hereinbefore conveyed by the said James Durand according to the Conditions of certain Bond or Writing obligatory bearing date the Day before the date of these Presents with Interest at the rate of six per Cent per Annum from the Twenty first day of April next ensuing the Date of these Presents and the remaining Sum of One hundred Pounds of Lawful Money aforesaid with Lawful Interest at the Rate of Six pounds per Cent per Annum from the Twenty first Day of April next ensuing the date of these Presents to be paid on or before the Twenty first day of April which shall be in the Year of Our Lord One Thousand eight hundred and thirty nine the said Interest on the said Sum of One Thousand Pounds to be paid by half yearly Payments without any Deduction Reservation or Abatement whatsoever on the Twenty first day of October and the twenty first day of April in each and every Year the first Payment thereof to begin and be made on the Twenty first Day of October next ensuing the date hereof then and in such case that any Matter and Thing herein contained shall cease and be utterly null and void to all Intents and Purposes And the said William Birt for himself his Heirs Executors and Administrators doth covenant promise grant and agree to and with the said James Durand his Executors Administrators and Assigns in manner following that is to say that he the said William Birt his Heirs Executors and Administrators or some or one of them shall and will well and truly pay or cause to be paid unto the said James Durand his Executors Administrators and Assigns the said Sum of One thousand five hundred Pounds with Interest in manner and on the Days and Times hereinbefore mentioned and set forth for the payment of the same according to the True Intent and Meaning of these Presents In Witness whereof the Parties to these Presents have hereunto set their Hands and Seals the Day and Year first hereinbefore written.

Signed Sealed and delivered
in the Presence of
Frederick Durand
Henry Durand

William Birt

James Durand

Indian Affairs (RG 10, Volume 104)

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POOR COPIE

339

£250.0.0 Received on the Day of the Date of this Indenture from the within named William Bird the Sum of Two hundred and fifty Pounds Currency being the first Installment—

James Durand

Witness
Ferdinand Durand
Henry Durand

£162.10.0 Received on the twenty third day of April Eighteen Hundred and Sixty three of William Bird Esqr. the Sum of One Hundred and Twenty five Pounds Currency, together with the further sum of Thirty Seven pounds ten shillings Currency, being the Amount of the second instalment, and Interest in full up to the twenty first instant

James L. Durand
Administrator

Received on the twenty fifth day of April

Witness
Edwd. Arasmon
Amanias Smith

~~£177.8.9~~
£176.18.6

Received of James Sinclair Esquire the fifteenth day of April One thousand eight hundred and sixty four the Sum of One hundred and twenty five pounds on the within mortgage being the third instalment also the further sum of Thirty pounds being half a years interest on the one thousand pounds due 21st October last also the further sum of fourteen pounds seventeen shillings and six pence being interest on the said One hundred and twenty five pounds to this time. also the further sum of six pounds fourteen three shillings and seven pence costs of an action of Ejectment for the premises within mentioned also seventeen shillings and five pence interest on the said sum of thirty pounds since 21 October last when it became due

Witness
James Kirkland
Miles Overholt

James L. Durand
Administrator

Received on the fifteenth day of April

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POOR COPIE

340

Front State Notarial Order

1832.

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POOR. COPIE

26 Mch 1832

341

Honble Peter Robinson

Sir

The bearer William Ware-
esq will pay the Installment on and
Take Recepts for the Two lots bid in by me
at the Sale last Season of Brantford Town
Lots The one is a corner Lot on Market
Square at £27. 0.0 and the outher joins it
on the east they are on the north side
Coulborn Street. I Should have made
my installments long since and now had
buildings on them if I could have got
possession -

I am Sir
Your Obt Sr

Burford
March 26th
1832

Nathaniel Frees

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POOR. COPIE

John Shower

Paris 24 March 1832

Respecting some land on the Indian tract on the Governors road of which he holds a Lease from Wm. Johnson an Indian

Indian Affairs (RG 10, Volume 104)

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CANADA

POOR. COPIE

343

Paris March 24th 1832

To Hon^r P. Robinson

Sir

I have taking the liberty of Writing to you About Some Land that I am In possesion of on the Indian tract of land that Is on the Governors Road or Dundas Street I have In my posesion a leace from Wm Johnson a Mohawk dated the 3^d of June 1826 for two hundred Hundred acers of land for the terme of 21 years For Whitch land I Payed him Seven Pound Ten Shilly At the time and was to Pay him one hundred Bushels of Wheat in ten years ~~whitch~~ ~~arrange~~ Ment I have Streckly Complyed with and Have the necesary Vouchers to produce in Proff my leace is Scanctioned by one of the Principal Cheaffs of the Six Nations and With Assurance of protection I moved on the land in Question Immeadly and have made Improvements On the Same but by the Survay of Mr Burwell The Boundry of My land is allered from runing East and west to north and South to Whitch I Readly concented and was Entred for it by Mr Burwell And got his Certificate for the Same ~~whitch~~ which Certifacate I handed to Mr John Brant and he State that he would have me Entered for it As the first applicant to you

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POOR. COPIE

Sir I was advised by Mr John Brant to Purchase the Indian Improvements that was on the lot according to the last Survey which I accordingly have done So that the Indians have no Incumbrance on the lot And Sir it would Certainly be hard if I Should lose It I am a man well advanced in years with a Large family to Support and I am a U E Loyalest and fought for my Country and trust In my old age I will not be turend of this Land and my Improvement Sacerficed to some Greedy Specualator who perhaps though Influence Influence mite git at it I have in Consequence Thought best to trouble you for you advice As to the way in Which I must proceed to Secure to me the lot and trusting that you Will return me answer at you Earlyt Convenience I have the hont to be you

Humble Servt

John Shower

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POOR. COPIE

345

To The Honble R. Robinson

Commissioner of Crown Lands

York U C

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CANADA

Poor Copie

346

Jedediah Jackson
Brantford 21 Mar 1832

Enclosing John Reynolds resignation of his lots in Brantford in favour of Jedediah Jackson

Jon G Peter Robertson
Crown Land Office
York

claims the amt of 21 & 22
S S of C S — £44 15 —

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CANADA

POOR COPIE

Hon^le Peter Robertson
Agent for Crown Lands

Brantford 21th March 1832

347

Sir

Having Bid in Lot No 28 on the North side of Colburn Street and Lot No 8 I think on the South side of Darling Street at the sale and as I have since determined on Leaving the Place I wish you to make the title of those Lots to Mr Jedediah Jackson who will make payment agreable to the conditions of the sale as well as Erect the Buildings agreable to the condition of the sale. as soon as he can obtain possession of the same

Much Oblige
Your Obedient Servt
John Reynolds

Hon^le Peter Robertson

Brantford 22^d March 1832

Sir

Above is Mr John Reynolds order for taking the title of Lot No North side Colburn Street and Lot No. South side Darling Street in my name - Having to Moove off the buildings on Cockshutes Lots and having No place for them I have purchased those Lots for that Purpose

As the proceeds of the Cockshute lots are in your office I wish the first installment on those lots to be chgd me in account of that fund, please send me a Receipt for the Installment

Your Obedient Servt
Jedediah Jackson

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POOR COPIE

Dated 2 March 1832

Copy of No 3

~~From~~

Lease

from

John Langs

to

Edward Vanderlip

Orig'l lease from Brant
within referred to the prod
[illegible] a copy of
[illegible] W.H.

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CANADA

POOR. COPIE

2 mar 1832

349

This Indenture made the 2nd day of March in the year of our Lord One thousand eight Hundred and Thirty two By and between John Langs of the County of the Grand River in the County of Wentworth District of Gore and Province of Upper Canada Yeoman of the first part and Edward Vanderlip of the Same place yeoman of the second Part Witnesseth the Said party of the first Part for and in Consideration of the Sum of Sixty three Pounds fifteen Shillings of lawful money to him in hand Paid by the Said Party of the Second Part — the Receipt where of is herein acknowledged and Confessed and also for and in Consideration of the yearly rent herein after mentioned and Contained on the part of the Said Party of the Second Part — his executors administrators and assigns to be paid kept and performed Hath demised leased and to farme letten and by these Presents Doth demise least and to farme let Unto the Said party of the Second part his Executors administrators and assigns all that certain parcel or tract of Land lying and being Situated on the North Side of the main road leading from the Village of Sneaster to the Mohoe Village Containing by admeasurement thirty Acres More or less being Composed of part of Lot No. 11 on the South Side of Said Road Commencing at the South west Corner of Lot No. ten then North Sixty one degrees thirty minutes west — Forty Seven Chains twenty links more or less then North Forty Eight degrees East — Seven chains twenty links more or less then South Sixty one degrees thirty minutes East Forty Eight —

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CANADA

POOR COPIE

Chains twenty links More or less to the Said road then South fifty nine Degrees thirty minutes west Seven chains forty two links more or less. to the place of Beginning Containing thirty acres be the Same more or less Together with all and Singular the benefits leberteis & preveleges to the Said parcel or tract of land belonging or in anywise appertaining to have & hold the Said demised Premises with the appurtenances unto the Said party of the Second part his Executors administrators and assigns for and During and until the full End and term of nine hundred and Sixty eight years Two months and twenty four Days as yet unexpired a greeable to the Tener of a Certain lease from the late Capt. Joseph Brant to one Thos. Dexter the Oreginal a first lessee of the whole of Lot No. Ten as afousaid Supposed to Contain in all about Two hundred acres of Land Reference thereunto being duly had next ensuing the day of the Date of these presents fully to be Completed & Ended Yelding and paying therfor Yearly during the Contenuance of this Lease unto the Said party of the first part his Executors administrators and assigns the yearly rent of One Pepper Corn if the Same be lawfully demanded in each and Every year Clear rent over and above all taxes Charges assessment impositions and payments whatsoever which may be taxed Charged assessed or improved on the premises according to Law and it is further Covenanted that the Said party of the Second part his Executors administrators and assigns paying the rent as afousaid awl performing keeping and observing the Covenants and agreements herein before Contained Shall & may Quietly and peaceably

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CANADA

POOR. COPIE

have hold occupy and enjoy the Said hereby Demised premises during the full end and terme as before mentioned without any hindrance Desturbance or molestation whatsoever, of any other person or persons having or lawfully claiming any right in the premises, In Witness whereof the Said parties hacee hereunto Set their ands and Seals the day and year first above written

John Langs

Signed Sealed and Delevered in presence of

Edward Vanderlip

Henry Durand

David Phelps

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CANADA

POOR COPIE

352

John Jones
Brantford

March 5th

To The Honourable Peter
Johnson
Crown Commissioner
York
U.C.

Paid 7
9 Jany 33

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CANADA

POOR COPIE

1215

The Honourable Peter Robinson

~~5th Mar~~ 1 Jan '33

353

Sir

I took possession of lot No 28 on the south side of Colbourne St in the town of Brantford on the 5th Day of March 1831 and built a small House on shanty where I have resided since Mr Cook Mount pleasent bid off the lot at the sale in May following and claims the Lot I have timber now on the Lot to put up a frame house the dimensions specified on the day of sale and am desirous of purchasing the lot as an actual setter if you could let me know if I may build I would take as a particular favour waiting your answer I Am Sir Yours Respectfully

John Jones.

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CANADA

POOR. COPIE

Moses Ketchum
to
Andrew Sharp
Indenture of Lease

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CANADA

POOR COPIE

139

This Indenture made the first day of January in the Year of our Lord one thousand Eight hundred and thirty three between Moses Kitchen Farmer residing on the Grand River Territory in the County of Wentworth, District of Gore and Province of Upper Canada of the one part, and Andrew Sharp of the Town of Brantford in the said District Merchant of the other part. Witnesseth that the said Moses Kitchen, for and in Consideration of the sum of Two hundred pounds of lawful money of the said Province, to him in hand paid at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and also for the further Consideration of the Yearly rent hereinafter mentioned, and agreed to by the said parties to be paid observed and performed by the said Andrew Sharp, Hath Granted demised, Leased, and to farm let, unto the said Andrew Sharp his heirs Executors administrators and assigns, and by these presents doth Grant, demise, lease, and to farm let unto the said Andrew Sharp his heirs Executors, administrators, and assigns, All that parcel or tract of Land situate, lying and being in the County and District aforesaid, being part of a Tract of Land, Granted, demised and Sealed unto William Kennedy Smith, by the late Captain Joseph Brant, duly appointed Agent of the six Nation Indians and principal Chief thereof, Residing residing on the Grand River, called the Base, bearing date the twentieth day of June one thousand seven hundred and ninety six, and containing twelve hundred acres, and being for the full end and term of nine hundred and ninety nine Years from the aforesaid date. Which said parcel or tract of Land hereby

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CANADA

POOR COPIE

Sealed, was afterwards to wit, on the first day of April in the Year of our Lord one thousand eight hundred and twenty Eight Granted, demised and Leased by the said William Kennedy Smith unto the said Moses Ketchum for the residue and remainder of the said Term of nine hundred and ninety nine Years, whereby the said Moses Ketchum has become the lawful and rightful owner thereof which by reference to the said Indenture of Lease it will more fully and at Large appear. And which said tract or parcel of Land Consisting of one hundred acres is butted and bounded as follows that is to say, Beginning at a post planted at the North west Corner of the said William Kennedy Smiths Land before mentioned - Thence South twenty six degrees West forty Eight Chains to a post - Thence South sixty four degrees East Twenty one Chains to a post :- Thence North Twenty six degrees East Forty Eight Chains :- Thence North sixty four degrees West Twenty one Chains to the place of beginning. To have and to hold the said Granted and demised premises with the appurtenances unto the said Andrew Sharp his heirs, Executors, administrators and assigns for and during the remainder of the said term of nine hundred and ninety nine Years as specified in the said Lease from the said Joseph Brant to the said William Kennedy Smith - Yielding and paying therefor Yearly and every year unto the said Moses Ketchum his heirs, Executors, administrators and assigns the Yearly rent of one Peppercorn if the same shall be Lawfully demanded. And it is further Covenanted and agreed that the said Andrew Sharp his heirs and assigns paying the Rent aforesaid, that he the said Andrew Sharp shall and may quietly and peaceably have, hold, occupy and enjoy the said hereby demised

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CANADA

POOR COPY

premises during the remainder of the aforesaid term of nine hundred and ninety nine years fully to be complete and ended without any the hindrance or molestation of the said Moses Kitchen his heirs, Executors, administrators or assigns, or of any other person or persons, having or Lawfully claiming any right in the premises.

In Witness whereof the parties to these presents have hunto set their hands and seals at Brantford aforesaid the day and year first above written.

Signed, Sealed and delivered
in presence of

Richd. Phelps
Thomas Ellis

Moses his X mark Kitchen

Andrew Sharp

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POOR COPIE

M. Louis Burwell
7 January 1823.

Respecting Surveys of the
Indian Lands at the
Grand River —

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CANADA

POOR COPIE

Brantford 7th Jany 1833

Sir,

I beg to inform you that I am now making out a fair plan of all the Surveys I have made for the Six Nation Indians which will be deposited in the Surveyor Generals Office before the 15th February next. By reference to which the exact situation of such persons as come to me to have their business done will be found — Mr Cornel is a very valuable settler —

I have the honor to be
Sir,
Your Obt Humble Servt
Lewis Burwell
Dy Surveyor

Col. Givins
C. S. I. A
&c &c
York

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POOR. COPIE

360

The
Petition of
Sarah Philpot
Gd Rt Lands —
1833

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CANADA

POOR. COPIE

Jan 10 1833

361

To His Excellency Sir John Colborne K.C.B.

Lieutenant Governor of the Province of Upper Canada and Major General Commanding His Majesty's Forces there in &c &c &c

The Petition of Sarah Philpot of the Grand River Humbly Sheweth that your Petitioner is the Widow of the late Edward Philpot who Served in His Majesty's Service at Kingston and also at the Grand River, who came from England in 1812 to this Province, he Settled at the Mouth of this River on the West Bank by a Recommendation of the Officers of the Navy to W. John Brant that your Petitioners Husband applyed to the late John Brant Esquire for a Lease for Twenty One Years. who informed him that when the Indians Arranged their Council affairs he Should have a Lease for the Said Tract that Since the death of your Petitioners Husband, the Family have Continued to occupy the Said Tract of Land, they have Cultivated it Built a New House on it performed Statute Labour and Paid their Taxes and also paid the Indians Rent for the Said Tract Contains Upwards of Two Hundred Acres or Upwards.— Your Petitioner therefore

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POOR COPIE

Therefore Humbly Prayes that Your 36½
Excellency Will be pleased to take Her Case into
Your Wise Consideration and Recommend or
Order that She may Obtain a Lease for the
said Tract of Land according to terms the
Indians may Adopt or Your Excellency approve
And Your Petitioner as in duty Bound will
ever pray

Sarah Philpot

Grand River
January 10th 1833

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Poor Copie

No 8 Bond 1833
William Whight
to
Thomas Davis
12th January 1833.

No 34

9

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POOR COPIE

12 Jan 1833 364

Know all men by these presents that I William Wright of the District of Gore and in the Province of Upper Canada farmer of the one part am held and firmly bound, unto Thomas Davis of the District and Province aforesaid Chief of the Mohawk tribe of Indians of the other part, in the full Sum of Fifty Pounds, lawful Money of the Province aforesaid, to be well and truly paid unto the said Thomas Davis his heirs, Executors, Administrators and Assigns, for the true payment of which I bind myself my heirs, Executors, Administrators and Assigns, firmly by these presents as Witness my hand and Seal this twelfth day of January, in the year of our Lord one thousand eight hundred and thirty three.

The conditions of the above obligation is such that if the above bounden William Wright his Heirs or Assigns Shall well and truely Erect, and Build and finish a good and Compleate framed House, on the East side and adjoining to the House that the said Thomas Davis now resideth in, of the same dimentions as is named in a Bond Given by Richard Vinson, and dated the 28th day of April 1832 all of which is to be completed according to aforesaid Covenanted Bonds, on, or before the first day of July next ensuing — Now if the above Bounden Binds himself his Heirs, and Assigns firmly by these presents, as Witness my hand and Seal the day and year afore written.

Signed Sealed and delivered in Presence of —

Henry Jones
Augustus Jones

William his + mark Wright

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CANADA

POOR COPIE

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Paid 7

To Peter Robinson Esqr
Commissioner Crown Lands
Office
York
U.C.

Paris
19 Jany.

Name Worthington
Grand Rivers Trust
Jany 14. 1833

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POOR COPIE

Grand River Tract Jany 14th 1863

366

To Peter Robinson Esqr Commissioner of Crown Lands –

Sir

The right I sent to your Office for Lots No 1-2-3-4 & 5 in the rear of the 1st Concession of the Indian Lands occupied by John Moorey and Nos 6. 7. & 8 in the Rear of said 1st Concession binding on Lands occupied by Rufus Johnson and now occupied by me I wish you to forward to the Office of J. Givins Esqr before the 15th of Feby next

Warner Worthington

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POOR. COPIE

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7

16 Jany 33

Colt Givens
Indian Department
York.

W. William Gilkison
15 Jany 1833.

Respecting Grand River
Lands leased or possessed
by him —

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CANADA

POOR. COPIE

Brantford 15th Jany. 1838

368

Sir,

In conformity with your address to persons occupying Indian Lands, I beg to state I am in possession of 237½ acres at the end of Brantford Bridge being half of a piece of land which the late Capt. Brandt bequeathed to his two sons: one of whom, (Jacob) after the decease of the father, leased for 999 years the portion allotted to him - viz - the half I now possess, to Markle Biggar & Co on the 28th Dec. 1811, being the Southern half of that parcel of land known by the name of "the Brandt Farm". At that period, this half of the said farm was supposed to contain five hundred acres - though, actual surveys lately made by Mr. Bernell show, that there are but 237½ acres within the limits originally leased & described by Jacob Brandt to contain 500. For this lease of 500 acres, Markle Biggar & Co paid Jacob Brandt £337: 10/. on the aforesaid 28th Dec. 1811, though there are but 237½ acres within its limits

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POOR COPIE

On the 2d July 1822 the aforesaid farm supposed to contain 500 acres was sold by Commissioners named in an act of the legislature relative to forfeited Estates which had been confiscated for acts done during the late war, and one Jesse Holly bought it at public auction & paid £368-15/- for the said supposed quantity of 500 acres: & this deed is signed by J Baby - Grant Powel & Wm Allan Commissioners.

On 26th May 1824 - the aforesaid Jesse Holly sold to the late James Woods the aforsaid farm of 500 acres & paid 375 £ for it.

And on the 14th Sept. 1832 - Joseph Woods the son & Executor of the late James Woods sold the aforesaid farm, which was then ascertained to contain but 237½ acres, to William Gilkison, who paid £500 for it.

These transactions have been registered according to law.

I possess other papers on the subject of this farm which, it appears to me unnecessary to trouble you with. I have the honour to be

Sir
Your Obedt. Hbt. Servt
W Gilkison

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a Copy
of Thomas Davis
Lease to
James
Ellerby
No 4
1833

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CANADA

POOR COPIE

5 Feb 1833

This Indenture made the fifth day of February in
the year of our Lord one thousand eight hundred and
thirty three between Thomas Davis of the county of
Wentworth in the district of Gore and Province of Upp
er Canada an Indean of the mohawk tribe of the first
part and James Elleby of the second place, Yoman
of the other part Witnasseth that for and in consideration
of the rent hereinafter reserved and the covenants and
agreements hereinafter contained on the part of the
said James Elleby his executors administrators and
assignes to be paid and performed he the said Thomas
Davis hath demised leased and to farm let and by
these presents doth demise lease and to farm let unto
the said James Elleby his executors and administrators
all that messuage and farm containing by admeasurement
three hundred acres be the same more or less situate lying
and being in the County of Wentworth in the said
District being composed of lots Number twenty two
and twenty three on which the said James Elleby
now lives which said lot of land is now in the possession
and occupation of the said James Elleby to have and
to hold the said messuage or lots of land with the appur-
tinances unto the said James Elleby his executors
and administrators from the first day of January last
untill the full end and term of ten years from the
ensueing and fully to be complete and ended yield-
ing and paying therefor yearly and every year during
the said time unto the said Thomas Davis his heirs
and apignes two loads of hay each year out of the
an enclosure adjoining the Barn on said lot also
the one third of all the grain that the said

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POOR COPIE

5 Feb 1833

This Indenture made the fifth day of February in
the year of our Lord one thousand eight hundred and
thirty three between Thomas Davis of the county of
Wentworth in the district of Gore and Provence of Upp
er Canada an Indian of the mohawk tribe of the first
part and James Elleby of the second place, Yoman
of the other part Witnasseth that for and in consideration
of the rent hereinafter reserved and the covenants and
agreements hereinafter contained on the part of the
said James Elleby his executors administrators and
assignes to be paid and performed he the said Thomas
Davis hath demised leased and to farme let and by
these presents doth demise lease and to farm let unto
the said James Elleby his executors and administrators
all that messuage and farm containing by admeasurement
three hundred acres be the same more or less situate lying
and being in the County of Wentworth in the said
District being composed of lots Number twenty two
and twenty three on which the said James Elleby
now lives which said lot of land is now in the possession
and occupation of the said James Elleby To have and
to hold the said messuage or lots of land with the appur
tinances unto the said James Elleby his executors
and administrators from the first day of January last
untill the full end and term of ten years from the
ensueing and fully to be complete and ended yield-
ing and paying therefor yearly and every year during
the said time unto the said Thomas Davis his heirs
and assignes two loads of hay each year out of the
an enclosure adjoining the Barn on said lot also
the one third of all the grain that the said James

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POOR COPIE

Ellerby his executors administrators and assignes may raise or grow upon the said three hundred acres and it is hereby further agreed by and between the said parties that the said Thomas Davis shall furnish and provide the said James Ellerby with the one third of the seed to be sown on the said land and the said Thomas Davis hereby agrees that the said James Ellerby his executors administrators and assigns shall have two crops off of each and every acre which he the said James Ellerby may clear or cause to be cleared during the said term without paying the said one third of said crop the said Thomas Davis hereby agrees that the said James Ellerby shall appropriate to his own use and benefit all the timber and trees which he the said James Ellerby may enclose or cause to be enclosed with a good and secure fence the said Thomas Davis further agrees that the said James Ellerby shall have the benefit of the Yoke of oxen chain and winning gear now on the premises during the said term if the said Oxen should die within the said term the said Thomas Davis hereby agrees to bear the loss and the said James Ellerby hereby also agrees to deliver to the said Thomas Davis the one half of all the Geese and feathers on the said farm over and above the seven Geese now on said farm (excepting such geese and the product of them as the said James Ellerby may purchase for himself) And the said Thomas Davis for himself his heirs executors and administrators doth covenant promise and agree to and with the said James Ellerby his executors administrators and assignes by these presents that the said James Ellerby paying the said yearly rent hereby reserved according to the true intent and meaning

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of these presents shall and may peaceably and quietly have hold occupy possess and enjoy the said 3 4 3
premises and messuage hereby demised with the appurtenances thereto belonging for and during the said term of ten years without any interruption or hinderance of or by them the said Thomas Davis his Executors administrators and assigns or any other person or persons lawfully claiming or to claim by from or under them or any of them

In witness whereby the said parties have hereunto set their hand and seal the day and year first named

Signed sealed and delivered
in presence of
Lewis
Peter

Thomas Davis L S
James Ellerby L S

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9 February 1833 No 3[illegible]

Mr Capron

18 May 1835 Mr.

Durand called and

[illegible]

Colonel Givins Esquire

~~Deed~~ W. H. York

I was to Call at the Regester Office for Mr Caprons title of the Land named in this letter but in Consequence of the Regester Officer sending it to Mr Capron the Same day I left home I missed getting it, Exspect Mr Capron will send it by mail

I Smith

York
13 Feb 1833

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97 ed
1375

Gentlemen

I here with transmit to you by the bearer Mr. John Smith my Tittles to Two hundred acres Land, Lying 100 Acres on each Bank of the Grand River between the Township of Dumfries and the Governors Road — The 100 acres on the West Bank was Leased by the Late Joseph Brant Agent for the five Nations Indians to Benjamin Canby bearing date the 26th day of January 1797 being a part of a Block of 600 acres, since which it has been Legally transfered

From Benj: Canby to George Hamilton
" George Hamilton " Thomas Walker
" T— Walker " Christopher Holme
" C— Holme " William Holme
" W— Holme " Hiram Capron

The present and Right ful owner

The 100 acres Lying on the East Bank was also Leased by Joseph Brant the 1st day of March 1805 to Augustus Jones being part of a block of 1200 acres. Since which it has been Legally transfered

From Augustus Jones to Christopher Holme
" C— Holme — " William Holme
" W— Holme " Hiram Capron

who now desires a Patent from the Crown for the same if agreeable to the regulations of the Government, Should any further proff be wanting, I am ready to comply on the shortest notice

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The whole chain of Titles have been regularly
Enregistered — and I presume to say are correct

I am Gentlemen with much respect

Your humble Servant

Ariane Caprow

To the Commissioners
for Examining the claims
to the Indian Lands

Grand River Toronto
9 Feb. 1833

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Poor Colit

377

Miles O'Reilly Esquire

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378

Hamilton 1 Feby 1833

Mr O'Reilly will be so obliging as to take the greatest care of the Lease and Release of Captain Joseph Brant of 600 acres at the Forks of the grand River to Benjamin Canby as also of Benjamin Canby to me if the object of the Government is as I am informed to grant the Kings Patent in lieu of Brant Leases they will of course trace the Title from me Downwards. I sold 500 acres of the western part of the tract to One Gadd reserving to myself and my heirs all the Plaster therein with liberty

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of free ingress & egress with right to carry off &c as also the Privilege of the Water for erecting Mills &c. Yours the remaining 100 acres to a Mr Walker then of the Ordinance Department with the same reservations all of which are expressed in my Leases & releases to them, and it is a matter of the greatest moment to me that in any Grant from the Crown to any person or persons claiming through me that my rights & priviledges should be fully and amply guarded as the consideration they gave me was very trifling — for the land

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POOR COPIE

9-Feby-1833

1833 380

Abel Townsend

Received the day and Year first before written of the aforesaid Abraham Cook the sum of Three Hundred Pounds lawful Money of Upper Canada being in full for the Consideration Money before Mentioned

Witness

Rich McEwen

Abraham Cook

Andrew Cook &

Hiram Scovell &

Abraham Cook

Lease of 93 Acres of Land at Mount Pleasant for the remainder of a Term of 999 Years

No 10

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381 **This Indenture**, made the Ninth day of February in the Year of our Lord one Thousand Eight Hundred and Thirty Three Between, Andrew Cook and Hiram Sowell executors of the Estate of the late Morris Thomas of the Grand River Territory in the settlement of Mount Pleasant, County of Wentworth, District of Gore, and in the Province of Upper Canada Farmers of the one Part, and Abraham Cook of the same place Merchant of the other Part, Witnesseth, that the said Andrew Cook and Hiram Sowell executors of the Estate of the late Morris Thomas, for and in Consideration of the sum of Three Hundred Pounds Lawful Money of the said Province to them in hand well and truly paid by the said Abraham Cook at or before the sealing and Delivery hereof the receipt whereof they the said Andrew Cook and Hiram Sowell executors of the estate of the late Morris Thomas doth hereby acknowledge and Confess themselves therewith fully satisfied and paid and thereof and from the same and every part thereof doth acquit release and discharge the said Abraham Cook his heirs executors administrators and assigns and every of them for ever by these Presents, and also in consideration of the rents covenants and agreements herein after reserved and contained on the part and behalf of the said Abraham Cook his executors administrators and assigns to be paid kept done and performed, Hath demised leased and to farm letten bargained sold assigned transferred and set over and by these Presents doth demise lease and to farm let, bargain sell assign transfer and set over unto the said Abraham Cook and to his executors administrators and assigns all that certain tract or parcell of Land situate lying and being at the Settlement called Mount Pleasant in the Township of Haldimand aforesaid and Known by being part of Lot number seven on the West side of the Road leading from Brantford to Long Point and which said tract or parcell of Land intended to be hereby demised and leased may be more fully known and described as follows, to wit, Beginning at a Stake on the West side of the road aforesaid marked Six and seven thence North sixty two degrees thirty minutes west one Hundred and one Chains and sixty links to a stake marked Six and Seven, thence North thirteen degrees West twenty Chains to a stake marked seven and eight thence South Sixty two degrees and thirty minutes East one hundred and one Chains and twenty —— links to a Stake marked eight and Nine from thence on the West side of the road to the first mentioned boundery one Hundred and Ninety six acres together with all the appurtenances thereunto belonging save and except the following parts or parcels of the said before mentioned tract heretofore leased by David Burtch to Luther Hobley Containing Ninety six acres being the westerly part of the said tract and five acres of the said tract leased to Frederick Yeoward of Mount Pleasant being North East corner of the said lot and adjoining the main road leading from the Grand River to Long Point and also two acres of the said lot leased to Thomas Orr of Mount Pleasant being the North West corner of said tract the residue and remainder now leased by the said Presents being Ninety three acres to have and to Hold all and singular the lands and premises hereby demised and leased or intended so to be with the appurtenances, unto the only proper use and behoof of him the said Abraham Cook his heirs executors administrators and assigns from the day of the date hereof for and during all the residue and remainder of a certain term of Nine Hundred and Ninety Nine Years, and to be from thence next ensuing fully complete and ended which was some time since originally granted in the premises by the late Captain Joseph Brant as the Principal Chief and Agent for the Six Nations of Indians residing on the Grand River aforesaid unto a certain John Earl of the same place by Indenture dated in the Year One Thousand Eight Hundred and Six and which said John Earl demised and Leased the premises unto David Burtch of the Grand River aforesaid which Lease is dated the fourth day of December One Thousand Eight Hundred and Eight and the said David Burtch by Indenture dated the first day of February One Thousand Eight Hundred and Nine demised and leased the said Westerly part to Luther Hobley, and the said David Burtch by Indenture dated the Tenth day of April One Thousand Eight Hundred and Twenty One did release Convey and Confirm unto the late Morris Thomas his heirs executors administrators and assigns all that certain tract or parcel of Land being the front and easterly part of said lot number Seven Containing by admeasurement Ninety three acres of Land be the above described As in and by the said several Indentures Reference being thereunto had will more fully and at large

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appear Yielding and Paying therefore for the said Premises unto the said Andrew Cook and Hiram Scovell executors of the Estate of the late Morris Thomas their ~~heirs~~ administrators & assigns for and during all the residue and remainder of the said term of Nine Hundred and Ninety Nine Years on the last day in each Year thereof, the Yearly Rent of One Peppercorn, if the same shall be lawfully demanded, which Yearly Rent the said Abraham Cook doth hereby for himself his executors administrators and assigns Covenant and Covenants to pay or cause to be paid unto the said ~~Andrew~~ Andrew Cook and Hiram Scovell executors of the Estate of the late Morris Thomas their heirs executors administrators or assigns according to the reservation aforesaid and the true intent and meaning of these Presents And the said Andrew Cook and Hiram Scovell their heirs executors and administrators all and singular the Lands and Premises hereby demised leased and assigned, or intended so to be, ~~with~~ with the appurtenances against them the said Andrew Cook and Hiram Scovell Executors of the Estate of the late Morris Thomas their heirs executors & administrators and against all and every other Person and Persons whomsoever lawfully or equitably claiming or to claim the same or any part or parcel thereof by from through under or in trust for them or any of them, unto the said Abraham Cook his executors administrators and assigns for and during all the residue and remainder of the said term of Nine Hundred and Ninety Nine Years, under the Yearly Rent hereinbefore reserved,

In Witness whereof the said parties to these Presents have hereunto set their hands and seals the day and year first before Written.

Andrew Cook

Signed Sealed and delivered
In the Presence of us —

N.B. the word Thousand between the thirty Ninth and fortieth lines is interlined before the above lease was executed

Archibald McEwen

Hiram Scovell

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Lease from
William Fowler
To
Abraham Cook
part of Lot No 7
East Side of the Mount
Pleasant Road

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POOR COPIE

This Indenture made the Ninth day of January One Thousand Eight Hundred and Thirty Three between William Fowler of Mount Pleasant in the Township of Haldimand and County of Wentworth in the District of Gore and in the Province of Upper Canada of the One Part, and Abraham Cook of Mount Pleasant aforesaid of the other part Witnesseth that Whereas the said William Fowler is now and stands lawfully seized and possessed of a certain tract or parcel of Land and appurtenances situated in the Township of Haldimand aforesaid being a part and parcel of a certain territory formerly granted by the Commander in Chief of the Province aforesaid to the Six Nations of Indians Residing on the Grand River and known by being a part of Lot No. 4 on the East side of the road leading from the Village of Brantford to Long Point containing within the bounds thereof One acre of Land as in and by a certain Indenture of Lease and demise from the Six Nations of Indians executed by Joseph Brant Principal Chief and Agent for the said Six Nations duly Authorised for the term of Nine Hundred and Ninety Nine Years and bearing date the first day of October one Thousand Eight Hundred and One reference being thereunto had will more fully and at large appear — Now this Indenture Witnesseth that the said William Fowler for and in consideration of the Sum of Twelve Pounds ten Shillings Lawful Money of Upper Canada to him in hand well and truly paid by the said Abraham Cook at or before the Sealing and delivery of these Presents the Receipt whereof he the said William Fowler doth hereby acknowledge and confesses himself therewith fully satisfied and paid and thereof and from the same and every part thereof doth acquit release and discharge the said Abraham Cook his heirs and assigns and every of them For Ever by these Presents,

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POOR COPIE

hath bargained, sold, assigned, transferred and set over, leased and demised and by these presents doth bargain (Sell, assign, transfer and set over Lease and demise unto the said Abraham Cook and to his heirs and assigns All that certain piece of Land situate lying and being in the Township of Haldimand being a part of Lot number Seven herein before Mentioned to have been leased and demised by the Six Nations of Indians to Henry Ellis and from Henry Ellis to Anthony Frick and from Anthony Frick to the said William Fowler aforesaid and from William Fowler to the said Abraham Cook as aforesaid, and which premises intended to be hereby demised and Leased are contained within the lines and boundaries following (to wit,) Beginning at a stake on S. E. Corner of said Abraham Cook's Lot on the East side of said Road and in the Line of Land now in Possession of John Ellis thence North sixty two and a half degrees, West five chains to said Road thence South thirteen Degrees West one chain to a stake at the North West Angle of said Fowlers Lot thence South sixty two and a half degrees East five Chains to said Ellis's Line thence North thirteen degrees East one Chain to the place of beginning) containing two Roods of Land be the same More or Less, Together with all the Appurtanances whatsoever to the Land and premises hereby assigned and Leased or intended so to be with the appurtenances unto the said Abraham Cook his heirs and assigns to the only proper use and behoof of him the said Abraham Cook his heirs and assigns For and during all the rest residue and remainder of the before Mentioned Term of Nine Hundred and Ninety Nine Years, which is yet to come and unpiered therein, Subject nevertheless to the payment of the Yearly rent of one peppercorn on the last day in every Year of the residue of the before Mentioned Term,

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POOR COPIE

the first Yearly Rent to be made in One Year from the date of these Presents if demanded, which Rent the said Abraham Cook do the hereby for himself his heirs and assigns agree and covenant to pay Unto the said William Fowler his heirs Executors or assigns accordingly on the second day of May in each Year during the residue of the term aforesaid and the said William Fowler and his heirs all and singular the Land and Premises hereby assigned and Leased or intended so to be with the appurtenances against him the said William Fowler and his heirs and against all and every other person and persons whomsoever, lawfully claiming or to claim the same or any part thereof by from or under him, them or any of them unto the said Abraham Cook his heirs and assigns for and during the residue and remainder of the term aforesaid which is now to come and unexpired therein shall and will warrant and Defend by these Presents In Witness whereof the said Parties to these Presents have hereunto set their hands and seals the day and Year first above written —

Signed sealed and delivered
In the Presence of us —
Russel Hardy . William Fowler
Witness Archibald Mac Ewen

Received of the within Mentioned Abraham Cook the sum of Twelve Pounds Ten Shillings lawful Money of this province for the Consideration Money above Mentioned William Fowler
Russel Hardy
Archibald Mac Ewen

Abraham Cook —

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POOR. COPIE

David Burtch
To
Frederick Howard

and by
Titus Geer Simons Sheriff
of the Gore District
Assigned to
John Jamieson Esquire

8th July 1823

No 7 & 8

387

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POOR COPIE

This Indenture made the Twenty fourth day of July in
the Year of our Lord one thousand eight hundred and sixteen
Between David Burch of Mount Pleasant in the County of
Haldiman District of Gore and Province of Upper Canada
Yoman of the one part and Frederick Yeoward of the same place
Merchant of the other part Witnesseth that whereas Joseph
Brant principal Chief and agent for the Six Nations of Indians
settled on the Grand River by a certain Indenture under his Hand
and Seal and dated ~~the~~ the first day of May one thousand
eight hundred and six did lease unto John Earle Lot number
seven on the west side of the Main Road leading through Mount
Pleasant for and during the term of nine hundred and ninety
nine years to commence on the twenty fifth day of October one
thousand seven hundred and eighty four the date of the original
Grant to the said Six Nations of Indians and by the said John
Earle conveyed to the said David Burch Now know ye that
for and in consideration of the sum of Forty
Pounds Lawful Money of the said Province of Upper Cana-
da the said David Burch hath leased and to farm letten
and by these presents doth lease and to farm let to the aforesaid
Frederick Yeoward his heirs and assigns the South East corner
of the said Lot number seven butted and bounded as follows
beginning at the post between Number Seven and eight running
from thence North Sixty four degrees West thirteen Chains fifty
Links along the old line said to be run North Sixty two degrees
Thirty minutes West allowance being made for variation thence
South eleven degrees thirty minutes West Three Chains Seventy four

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five Links to a stake thence South Sixty four degrees East thirteen Chains fifty links to a stake at the road; thence North Eleven degrees thirty minutes East three Chains seventy five links along the west side of the Highway to the place of beginning containing five Acres of Land together with all the improvements and appurtenances thereon and thereto belonging To have and to hold the above leased premisses with the appurtenances to the said Frederick Yeoward his hers and assigns for and during the full term of time to be completed and ended in nine hundred and ninety nine Years from the date of the original Lease to the said Six nations of Indians under the following consideration and agreements the said Frederick Yeoward for himself his heirs executors and administrators doth hereby covenant and agree to and with the said David Burch that he the said Frederick Yeoward his hers and executors and administrators at the time of the Sealing and delivering these presents shall pay to the said David Burch the full sum of Forty Pounds Provincial Currency and during the remainder of the said term of Nine hundred and ninety nine Years shall yearly and every year pay the Twenty fourth day of July pay or cause to be paid to the said David Burch his heirs executors administrators or assigns one Pepper Corn if the same be lawfully demanded And the said David Burch doth hereby grant and agree to and with the said Frederick Yeoward his hers and assigns they paying & performing the above conditions that he

and

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shall and may quietly peaceably have hold occupy and enjoy the said parcel of Land before described and hereby leased together with all the profits privelages advantages and appurtenances thereunto belonging or in any wise appertaining for and during the aforesaid unexpired time of the mean of nine hundred and ninety nine Years without the lawful let hinderance or molestation of him the said David Burch his heirs executors administrators or assigns or any or either of them or of or by any other person or persons whatsoever Claiming or to Claim from him or them or either of them

In Witness whereof the parties to these presents have hereunto interchangably set their hands and Seals the day and Year first above written

Signed Sealed & delivered
in presence of

Witness David Burtch

Francis Harrold

Abram Cook

Frederick Howard

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No 8

390

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Upper Canada

To All to whom these Presents Shall Come: I Thus Yeer Simons, Esquire, Sheriff of the Gore District, send Greeting: Whereas by Virtue of His Majesty's Writ of Fieri Facias to me directed, Commanding me that I Should Cause to be Made of the Goods & Chattels in My Bailiwick of Frederick Leonard as well a Certain debt of One thousand and Seventytwo Pounds thirteen Shillings and One Penny which George Moffatt, Esquire, had recovered against him in His Majesty's Court before the King himself at York as well for his Costs and Charges by him about his Suit in that behalf expended, And that I Should have that Money before the King at York on the first day of Michaelmas term next after the date of the said Writ, to render to the said George for the debt and damages aforesaid, whereof the said Frederick was Convicted: — And Whereas by Virtue of the said Writ I the said Sheriff, took the annexed Written Indenture of Lease in Execution

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and on the Sixteenth day of November last past sold the same by Public Auction to John Jamieson, Esquire, of Montreal in the province of Lower Canada (being the highest bidder) at and for the price or sum of two hundred and thirty five pounds — Now. Know Ye that. I the said Titus Geer Simons, Sheriff as aforesaid, for, and in consideration of the said sum of two hundred and thirty five pounds of lawful money to me in hand paid by the said John Jamieson, Esquire, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have bargained, sold and assigned and by these presents do grant bargain and sell and assign unto the said John Jamieson Esquire the said Annexed written Indenture

of

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of lease. And all My estate, right, title and interests therein — In Witness whereof I the said Sheriff have hereunto set My hand and Seal of Office this eighth day of February in the third Year of the Reign of our Sovereign Lord George the Fourth and in the Year of our Lord 1823.

In the Presence of us

D. Shaw

Woolrich

Titus Geo. Simons

Sheriff Gore District

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POOR COPY

James Gilpin Esq.

Brantford 12th Mar: 1833

Respecting certain lots purchased by him in Brantford

Ans. 18th March

See within

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POOR COPIE

Brantford March 12th. 1833.

395

Sir,

I called at your Office the day previous to my leaving York after your Office hours, I have however requested Major Winnett to hand you the Cash for the Deed on the one Lot, & the Instatment on the other Lot, surrendered to me by George Whitehead, and shall be obliged by your forwarding the Deed & Receipt to me together with the Receipt for the 1st Instatment of the Lots which I purchased at the last Sale at Brantford — I suspect I may have some difficulty in procuring possession of the Lots surrendered by Whitehead & now in possession of Mr. Wilkes, but will

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esteem it a favor, when you forward me the Deed if you will likewise advise me how to proceed to obtain possession. I by to remain

Sir Your Obed. Servant

James Gilpin

To the Hon.ble Peter Robinson
Commissioner of Crown Lands
&c &c

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Poor Copie

N 9183

John Ellis

28 January 1833

Claim to Gd River Property

Colonel Guinn, C.S.G.A.,
Yorks.

28 Jany 33

Read

397

Mount Pleas^t 23rd Jany 1833,

Sir/

I beg leave to report myself as residing on Lot No seven in Mount Pleasant, on the East side of the road leading to Long Point, containing two hundred Acres - I have in my possession the Late Captn Jos. Brants lease to my Late Father Henry Ellis (from whom I got it by Will) - The lease is dated Mount Pleasant 1st Octr 1801, signed by Joseph Brant, Ag^t - and Henry Ellis; and witnessed by Benjn Springer, and Jo^s Smith - ∩ I also occupy a Lot of Two hundred Acres in the rear of Lot No Nine on the West Side of the road at Mount Pleasant which I am about to purchase of Mr I Kerr who says he is the owner of the same and am/

Sir/

Your most ob^t hum^le Servant

John Ellis

Q: Is this held under a Brant Lease

To Col^n Givins
C. S. I. A
York

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399

N° 170
William Sturgis
Jan. 1833 —
Claim to Ed. River
Property —

Condiguino,
C. S. S. A.
York

Paid 7

96 Jan 33

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400

Mount Pleas^t 24th Jany 1833

Sir/

I claim and occupy One hundred and fifty acres of Land at Mount Pleasant - One hundred Acres of the front of Lot No 8 and Fifty Acres of the Front of Lot No 9 - on the west side of the road it was formerly leased to me by the Late C^t Jo^s Brant on the 1st Oct 1801 for Nine hundred and ninety nine Years; and Witness'd by W.B. Sheahen and Jo^s Smith and am/ Sir/

Your most ob: humble Servant

William Sturgis

To J Gwins Esq
C.S.I.A
York

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7 Aud

Indenture of an Assignment of Lease from John Dodds to Augustus Halson

Letter F.

I certify that on the 25th day of July A.D. 1833. at 11 o'clock A.M. the Memorial produced of the within Indenture for registry is entered and registered in Lib: G. page 472 - Memorial No. 618 -

D. A. Manuel
Registrar
Cy Wentworth

Received on the day of the date of the within Indenture from the within named Augustus Halson the sum of three hundred and fifty pounds being the consideration money to be paid by him to me. I say received

Signed Sufficiency
John Dodds
John Dennison

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POOR. COPIE

by or under him them or any or either of them. Now this Indenture Witnesseth that the said John Dodds for and in Consideration of three hundred and fifty pounds of Lawful Money of the Province aforesaid to him in hand well and truly paid at and before the sealing and delivery of these Presents by the said Augustus Halson the receipt whereof the said John Dodds doth hereby acknowledge and thereof doth fully acquit the said Augustus Halson his Executors administrators and assigns. Hath assigned transfered and set over and by these presents doth assign transfer and set over unto the said Augustus Halson his Executors administrators and assigns, all that certain tract or parcel of land situate lying and being in the Grand River Road in the District aforesaid containing by admeasurement one hundred and thirty acres being composed out of Lot Number Five in the South side of Main Road leading from the Village of

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25 July 1833

402

This Indenture made at Hamilton in the District of Gore of the Province of Upper Canada Between John Dodds of the Grand River East in the District Province aforesaid Yeoman of the one part and Augustus Hatson of the Town of Hamilton in the aforesaid District and Province Esquire of the other part Whereas James Durand by one Indenture of Lease under his hand and seal duly Executed bearing date the twenty fifth day of August in the Year of our Lord one thousand Eight hundred and thirty for the Consideration therein mentioned did grant Bargain sold alien transfer Convey and confirm unto the said John Dodds all that certain Tract or Parcel of Land situate lying and being in the Grand River Road in the District and Province aforesaid Containing by admeasurement one hundred and thirty acres being composed out of Lot number Five on the South side of the main Road leading

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leading from the Village of Ancaster to the Grand River and butted or bounded or may be known as follows that is to say Commencing on the South side of the Mohawk Road at the distance of three chains from the North East angle of the said Lot number Nine then South fifty five degrees East Nine Chains more or less to the division line between Lots number Nine and ten. then South sixty two degrees thirty minutes East twenty Eight chains and twenty five links to a post then North fifty degrees East. parallel to the Mohawk Road aforesaid Chains more or less to the division line between Lots Number Eight and Nine then North sixty two degrees thirty minutes West Eighty seven Chains twenty five links more or less to the North East angle of the said Lot Number Number nine then South fifty degrees West thirty Chains more or less to the place of beginning the whole to contain a parcel one hundred and thirty acres of land together with all houses

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outhouses orchards Gardens Woods
and Waters thereon Erected lying
and being and the reversion and
reversions, remainder and remainders
rents Issues and profits thereof
and all the Estate right title
interest claim property and
demand whatsoever either at
Law or in Equity of him the said
James Durand of in to or out
of the same and every part
and parcel thereof — To ~~have~~
(I Cameron) ~~and to~~ hold the said parcel
or tract of Land and premises
free and Clear of all incumbrances
unto the said John Doddsh Hiss
and assigns for and untill
the full end and term of
Nine hundred Years from the
date thereof next ensuing and
fully to be Complete and ended
with the Exception only of the
right reserved by the said
(I.O.) James Durand by these presents
that the water for the use of
his Mills running through the
said Land should Continue to
be and as it hath therefore been
for the use of the said Mills. —
And the said James Durand
for himself his Heirs Executors
and administrators did Covenant
promise

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premise and agree to and
with the said John Dodds
that he the said James Dunand
~~[illegible]~~ at the time of the Execution
of those presents was ~~[illegible]~~ (I Cameron)
lawfully and rightfully seized of or
well and sufficiently entitled to all
and singular the said Land and
premises thereby granted bargained
and sold or intended so to be
and every part and parcel thereof
with the appurtenances and at
the time of the sealing and
Execution of those presents had (I Cameron)
in himself good right right full
power and absolute authority to
grant bargain sell and assure
as aforesaid the said premises
and every part and parcel thereof
with their and every of their ap-
-purtenances unto the use of the
said John Dodds his Heirs
and assigns for and during
the term of Nine hundred Years
as aforesaid thereby warranting and
defending the said John Dodds
his Heirs and assigns in the
peaceable and quiet possession of
the said premises against all and
every other person or persons whatsoever
lawfully claiming or to claim from
by

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by or under him them or any or either of them. Now this Indenture Witnesseth that the said John Dodds for and in Consideration of three hundred and fifty pounds of Lawful Money of the Province aforesaid to him in hand well and truly paid at and before the sealing and delivery of these Presents by the said Augustus Halsan the receipt whereof the said John Dodds doth hereby acknowledge and thereof doth fully acquit the said Augustus Halsan his Executors administrators and assigns. Hath assigned transferred and set over and by these presents doth assign transfer and set over unto the said Augustus Halsan his Executors administrators and assigns, all that certain tract or parcel of land situate lying and being in the Grand River Road in the District aforesaid containing by admeasurement one hundred and thirty acres being composed out of Lot Number Five in the South side of Main Road leading from the Village of

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Ancaster to the Grand River
and is butted and bounded as
is hereinbefore recited and dis-
cribed And all the Estate right
title interest possession term
of Years to come Claim and
Demand whatsoever which he the
said John Dobbs now doth
or may or ought or should have
or claim in or to the Lands and
premises with the appurtenances
aforesaid by free and Voluntary
of the said recited Indenture
of Lease To have and to
hold the said Lands and
premises and also the said
recited Indenture of Lease and
all the Estate right title interest
and term of Years in and by
these presents hereinbefore assigned
transfered and setover unto the said
Augustus Hodson his Executors
administrators and assigns to
his and their own proper use and
behoof during the residue of the
said term by the said Indenture
of Lease granted and yet to come
and unexpired in as large ample
and beneficial a manner to all
intents and purposes as he the said

John

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John Dodds worthath or ought
should or ought to have and
Enjoy the same. The said John
Dodds hereby Warranting and
defending the said Augustus
Halson his Heirs and assigns in
the peaceable and quiet possession
and Enjoyment of the said premises
against all and every other person
or persons whatsoever lawfully claiming
or to Claim by from or under him them
or any or either of them — In Witness
Whereof the parties have hereunto set
their hands and seals the twenty
fifth day of July in the Yearfrom
Lord one thousand Eight hundred
and thirty three—

Signed Sealed and delivered
In presence of
Allan N Macleb
John Cameron

John Dodds
A Halson

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12 Aug: 1833.

409

Robert Berrie Esq:

Requests to have the Letters
Seeds of Gab.e Cornell
returned

Indian Affairs (RG 10, Volume 104)

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POOR COPIE

12 Aug 1833

410

Dear Sir

Sometime ago Gabriel Cornell of the Indian lands on the Grand river in this district left his title deeds for inspection with you & the other Commissioners in Consequence of a notice issued by Col. Givins —

The title deeds being required on the trial of a Cause which is to Come on next week at our Assizes I request you will have the goodness to procure them and send them by the bearer who will wait at York till the papers are found. —

I am with much respect

Dear Sir

Yours very truly

Robt Barrie

The Hon. J. H. Dunn Esq.

Hamilton 12 Aug. 1833

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POOR COPIE

411

In absence of the Hon J H Dunn —
Mr Turquand begs to lay this letter
before Mr Gifford & requests he
will have the goodness to return it —
by the Bearer —

16 Augt. 1838 —

P.S.

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POOR. COPIE

Brantford 28th August 1833

412

[illegible]

Sir

I beg leave to trouble you with the Enclosed Copies of two leases which were lately left in my care, the copies would have been submitted to the Trustees of Indian affairs at the time mentioned in the advertizement for doing so, but for the absence of the person who had in charge of them — If you will be so good as to lay them before the Trustees at the next meeting they may take for attention to the affairs of the Indian Lands you will very much oblige

Your Most Obt Servt

Andrew Sharp

Secretary to the board of Trustees for Indian affairs

York

Thomas Davis to Seth Crawford
Peter Smith to M E Church

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413

Bernard — Turquand Esqr
at the Receiver Generals Office
York

Honble by
Major Winniett

23 Augt 1833

Mr. Anderson

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414

The Petition
of Justin Loomis
Grand River

18th Oct 1838

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415

To his Excellency Sir John Coulborne Lieutenant Governor of the Province of Upper Canada And Major General Commander of his Majesties forces there in

The Petition of Justin Loomis of the Grand River

Humbly Sheweth that Your Petitioner was Granted a Certain Tract of Land on the East Bank of the Grand River Containing Two Hundred Acres of Land, Adjacent to the Tract Granted to the Late John Dochstader that he has been in Possession of Said Lands for the term of time of Thirty Years That your petitioner has made a Large Improvement theron and also Built a Good Dwelling House on the Same (That he Holds the Said Land by a Grant from the Late Capt. Joseph Brant, Agent for the five Nations That he has paid Taxes for the Said Land during the Term Aforementioned, That in Consequence of the Indians having Surrendered to Government the Lands Adjacent and Surveyed the Same and having Receives no Lands from his Majesty. and having a Wife and Large Family and having Resided Forty Years in the Province. Your Petitioner Therefore Humbly Prays that Your Excellency will be pleased to take these facts into Your wise Consideration and Grant him a Title for the Same And Your Petitioner as in Duty Bound will Ever Pray

Justin Loomis

Grand River
Octr 18th 1833

We the Undersigned do — Hereby Certify that we Know the Above Named Justin Loomis and that the Above Stated facts are true —

Christopher Lyndsay
James Jones
Walter Butler Sheehan
Frederic Windecker
Henry Dochstader senr
Adam Dochstader
Joseph Gray
Wm Wilson
John Young

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Dundas 3 Jany 1834

#16

Copies of Memorial in Registry Office relating to Lease of Augustus Jones to Lands Six Nations Res.

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417
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I Certify that the annexed are true Copies of the Memorials Registered in this Office, and of the Certificates of the periods of time when Registered Memorials and number of pages &c as follows viz -

Memorial
No: 458
Lib: E folio 445

A Memorial to be Registered pursuant to the Statute in such case made and provided of Affidavit &c &c as follows Caleb Reynolds of the Township of Delaware in the District of London and in the Province of Upper Canada Gentleman, Maketh Oath and saith that on or about the first day of March in the year of our Lord 1805 he the said Deponent did witness the Execution of a Lease between the late Joseph Brant Agent of the Six Nations of Indians on the Grand River and Augustus Jones late of the Township of Saltfleet but now of the Grand River Surveyor by which said Lease he the said Joseph Brant did Grant unto the said Augustus Jones the full possession & Occupation for the term of nine hundred and Ninety nine years from the said first day of March 1805 the quantity of Twelve hundred Acres of land described as lying on the South east side of Grand River and adjoining Block No. 1. now known by the Name of the Township of Dumfries and this Deponent farther saith that a person of the Name of Nicholas McDougall who left this Province several years ago died at the same time with the Deponent subscribe his Name as witness to the Execution of the aforesaid Lease, and the Deponent further saith that the said Augustus Jones died sometime in the year 1812 yea him a Memorial in writing whereon the quantity & description of the above twelve hundred Acres of land was fully and clearly recited which Memorial this Deponent was requested by the said Augustus Jones to get Registered in the Registry Office for the District of Niagara where he the said Augustus Jones said the Orginal Lease was deposited for that purpose, And this Deponent further saith that the late War between Great Britain and the United States of America Commenced about that time which prevented him from attending to the said Registers Office &c

Registered the 13th Feby 1829 at one o'Clock P.M.
James Cleghorn
Registrar

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for the purpose of having the said Memorial Recorded. — (signed) Caleb Reynolds

418

Sworn before me at the Delaware the 30th of October 1821 —

Samuel Springer J P. London District. —

And is hereby required to be Registered by me the Grantee of the above mentioned Lease as witness my hand & Seal this 3d January 1829

Witness present

Henry Jones
Wm Adams (signed) } (signed) Augustus Jones. (L.S.)

Memorial
No 459
L & E folio 446 } A Memorial of a Lease to be Registered pursuant to the Statute in such case made & Provided & &. Sworn as follows &. This Indenture made the first day of March in the year of our Lord 1805 between the Six Nations of Indians residing on the Grand River in the Province of Upper Canada by Joseph Brant Principal Chief & Agent for the said Six Nations duly Authorised by them and on their behalf to Execute Leases of such parts and parcels of their Lands as the said Joseph Brant shall be thought fit to be Leased of the one part and Augustus Jones of the Township of Saltfleet District of Niagara and Province of Upper Canada Surveyor of the other part Witnesseth that whereas on the twenty fifth day of October in the year of our Lord 1784 at the City of Quebec upon the representation of the said Joseph Brant in the behalf of the said Six Nations of Indians to the late General Frederick Haldimand then Governor and Commander in Chief of the Province of Quebec and territories depending thereon &. &. &. he the Commander in Chief in consideration of the early attachment to the Kings' Cause manifested by the Mohawk Indians and of the loss of their settlements which they thereby sustained by an Instrument in writing by him subscribed, with his Seal at Arms Annexed and since Dated on the twentieth day of March in the year of our Lord 1795 duly Enregistered in the Secretarys Office of the said Province of Upper Canada Liber A folio 8 was pleased to Grant and Appropriate and Assign to them and such others of the Six Nations as wished to settle in that quarter Six Miles deep from

Augustus Jones Esqr. at Long Point Lake Erie upon the Oath of James Durand Esqr. By Regd. the 12th Feby 1829 at 2 o'clock P.M.

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POOR COPIE

each side of the [illegible] River & Grand [illegible] with the
and extending on that proportion to the head of the said River to be
enjoyed by them and their posterity forever, reference thereunto being
had And Whereas the said Augustus Jones has from time to time
heretofore rendered Service to the said Six Nations of Indians and
for their benefit and Advantage has expended of his own property
and having been long Connected with them by Marriage with a
daughter of one of our Principal Chiefs by whom he has several
children for all of whom we wish to provide the Six Nations of
Indians by the said Joseph Brant in Consideration of the regard
for him and for the reasons aforesaid and the rents Covenants and
agreements herein after mentioned reserved and Contained on the part
and behalf of the said Augustus Jones to be paid done and performed
have Granted Demised Leased Let and to farm Let unto him the said
Augustus Jones his heirs Executors Administrators & Assigns all that
certain tract or parcel of land being part and parcel of the herein
before mentioned territory Granted by the said Commander in Chief
to the said Six Nations butted and bounded as follows That is
to say Commencing at a post on the Easterly side of the Grand
River where the Lower line of Block No 1, extends across the said
River from the forks of the said River and running from thence
north seventy seven degrees East two hundred and thirty chains
thence south thirteen degrees east sixty chains exclusive of one
chain for Dundas St. thence south seventy seven degrees West to
the Centre of the said Grand River, thence up the Centre of the
said River to the place of beginning containing Twelve hundred
acres of land more or less To Have and to Hold the said parcel or
tract of land herein before mentioned unto him the said Augustus
Jones his heirs Executors Administrators and Assigns from the day of
the date of these presents for and during the full end and term
of Nine hundred and Ninety Nine years from the next ensuing
and fully to be Completed and ended yielding and paying therefor
yearly and every year on the first day of January unto the said
Six Nations or their Agent for the time being one pepper Corn

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of the same shall be lawfully demanded And the said Nations by the said Joseph Brant their Agent as aforesaid do Covenant Grant and Agree to and with the said Augustus Jones his heirs Executors Administrators and Assigns paying the rent herein before reserved & Contained that he and they shall and may peaceably and quietly have hold occupy possess and enjoy the said tract or parcel of land herein before last mentioned and granted and demised together with all the privileges & Appurtenances thereunto in any wise belonging and Appertaining for and during the said term of Nine hundred and Ninety nine years herein before Granted without the Lawful let suit trouble molestation eviction or expulsion or interruption of or by them or of or by any other person or persons whomsoever claiming or to claim by from or under them or any or either of them or by or with their or any of their privity Assent Consent or procurement. In witness whereof the parties have hereunto interchangeably set their hands and seals the day and year herein before written. —

Signed Sealed & Delivered in the presence of
(signed) Caleb Reynolds
Nuche McDougall

Joe Brant [S]
by
(signed) Augustus Jones [S]

And is hereby required to be Registered by me the Lessee of the aforesaid Lease

Signed Sealed & Delivered in the presence of
Witness present — Grand River this 3d January 1829
(signed) Henry Jones
Wm Holme

(signed) Augustus Jones [L.S.]

Register Office — Niagara Jany 2.
1834.

Thomas Ridout
Registrar for the
County of Halton
Gore Districts

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POOR COPIE

22 Jany 1834
G. T.

421

Bargain & Sale
From
George Washington Lange
To
John Daniels

4

I certify that on the twelfth day of March A.D. 1834 at a quarter past twelve o'clock noon the Memorial of the within Indenture produced for registry is entered and registered in Lib G. page 671. Memorial No. 765.

Wm Lane
Dy Registrar
Cs Wentworth

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Received, on the day and year in the within Indenture written, of and from the therein named John Daniels

the sum of Two hundred Pounds

of Lawful Money of Upper Canada, being the full consideration Money in the said Indenture mentioned to be paid by him to me

IN PRESENCE OF

Edw. B. Morton

Geo. W. Lange

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423

This Indenture, made the twenty second day of January in the year of our Lord one thousand eight Hundred and thirty four between George Washington Langs of the Indian Lands in the County of Wentworth in the District of Gore and Province of Upper Canada Yeoman of the one part, and John Daniels of the Township of Ancaster in the County, District and Province aforesaid Blacksmith of the other part

Witnesseth: That the said George Washington Langs for and in consideration of the sum of Two hundred pounds of lawful money of the said Province, to him in hand paid by the said John Daniels at or before the ensealing or delivery of these Presents, the receipt whereof is hereby acknowledged, Hath granted, bargained, sold, aliened, transferred, conveyed, and confirmed, and by these Presents doth grant, bargain, sell, alien, transfer, convey, and confirm unto the said John Daniels his Heirs and Assigns **Forever,** ALL AND SINGULAR that certain Parcel or Tract of LAND and Premises, situate, lying and being in the Township of Haldimand in the County of Wentworth in the District of Gore and Province aforesaid and being a certain part of the Territory of Indian lands belonging to the six Nations of Indians on the Grand River, and may be more fully known and described as follows, laying on the South side of the Public road leading from Ancaster to Brantford and being composed of Lot number Eight, Beginning at a post planted on the South side of the said road between Lots numbers Eight and Nine Thence South Sixty two degrees thirty minutes East Ninety three chains more or less to a post marked numbers Eight and Nine as originally surveyed, Then North Seventy degrees and thirty minutes East Twenty chains to a post numbered seven and Eight; Thence North Sixty two degrees and thirty minutes West Ninety three chains more or less to the South side of the said Road, Thence running along the South side of the said road to the place of beginning, containing by admeasurement, One hundred and Sixty five acres be the same, more or less.

Together with all Houses, Out-Houses, Woods, and Waters, thereon erected, lying and being, and all and singular, the Hereditaments and appurtenances to the said Premises in any wise belonging, and the reversion and reversions, remainder and remainders, Rents, Issues and Profits thereof; and all the Estate, Right, Title, Interest, Claim, property and demand whatsoever, either at **Law** or in **Equity,** of him the said George Washington Langs of, in, to, or out of the same, and every part thereof. **To have and to hold** the same, with the appurtenances, freed and discharged from all incumbrances whatsoever, unto the said John Daniels his Heirs and Assigns, to the sole and proper use, benefit and behoof of the said John Daniels his Heirs and Assigns forever, under the reservations, limitations and conditions, expressed in the original GRANT FROM THE CROWN. And the said George Washington Langs for himself and his Heirs, doth covenant, grant and agree, to and with the said John Daniels his Heirs and Assigns, that he the said George Washington Langs now is the true, lawful, and rightful owner of all and singular the said Parcel or Tract of Land and Premises above mentioned, with the appurtenances, and of every part and parcel thereof, and now is lawfully and rightfully seized in his own right, of a good, sure, perfect, absolute and indefeasible ESTATE OF INHERITANCE IN FEE SIMPLE, of and in the Premises hereby granted, bargained, sold, or intended to be granted, bargained, and sold, without any condition, or limitation of use or uses, or any other matter or thing to alter, charge, change, incumber, or defeat the same. And also, that he the said John Daniels his Heirs and Assigns, shall and may, from time to time, and at all times hereafter forever, peaceably and quietly enter into, have, hold, occupy, possess and enjoy, all and singular, the said Premises above mentioned, and every part and parcel thereof, with the appurtenances, without the let, trouble, hinderance, molestation, interruption or denial of him the said George Washington Langs his Heirs or Assigns, or any other person or persons whomsoever lawfully claiming or to claim, by, from or under him, them, or any or either of them: And further, that he the said George Washington Langs and his Heirs, and all and every other person or persons, and his, her and their Heirs having or lawfully claiming any Estate, Right, Title, Trust, or Interest, of, in or to, the said premises above mentioned, or any part thereof, by, from, or under him them, or any or either of them, shall and will at all times hereafter, upon the reasonable request, and at the proper costs and charges of the said John Daniels his Heirs and Assigns, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable act or acts, devices, conveyances and assurances in the Law whatsoever, for the further, better and more perfect granting, conveying and assuring of all and singular the said premises above mentioned, with the appurtenances unto the said John Daniels his Heirs and Assigns, as by the said John Daniels his Heirs or Assigns, his or their Counsel shall be reasonably devised, advised or required.

In Witness whereof, the parties to these Presents have hereunto set their Hands and Seals, the day and year first above written, and in the Fourth year of His Majesty's Reign.

Signed, Sealed, and Delivered, in presence of

Geo. W. Langs

John Daniels

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Thos. Davis Ind. Chief

Memorial 424

1834

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Indian Office, York,
30 January 1834

Sir

I have the honor, by Command of His Lieutenant Governor, to transmit to you the accompanying Memorial, and to desire that you will be pleased to enquire into the merits of it's Contents, and report thereon to me for His Excellency's information.

I have the honor to be,
Sir.
Your most obedient
Humble Servant

J. Givins
Chief Supt.

P.S. Be pleased to return the enclosures

Major Winniett
Superintendent I. D.
Brantford

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Lt. Colo. Rowan

h. u. c.

York,

[illegible]

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Toronto Jany. 29th 1834

Sir,

The petitioner requested me to lay the inclosed before His Excellency Sir John Colborne, with the view that it might be laid before the Commissioners appointed to investigate the Grand River Claims — and also to beg His Excellency's favourable consideration to his petition —

I have the Honour
to be
Sir
Your Ob. Hum. Servt.
William S. Kerr

Dr. Colo. Rowan
&c. &c. &c.
Toronto,

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To His Excellency,

Sir John Colborne K.C.B.

Lieutenant Governor of the Province of Upper Canada, and Major General Commanding His Majesty's forces therein &c— &c— &c—

May it Please Your Excellency,

The Memorial of Tehowaghwengaraghkon otherwise called, and known by the Name of Thomas Davis— of Davis's Hamlet, on the Grand River in the District of Gore, and Province of Upper Canada.— A War Chief of the Wolf Tribe, and belonging to the Mohawk Nation of Indians

Most Respectfully Sheweth.—

That Your Excellency's Memorialist joined the British Standard, with his Cousin Thayendenega the late Captain Joseph Brant, at the breaking out of the American Revolution and fought under it, during the whole of that unfortunate Contest.— After which, he abandoned his Home, the land of his forefathers; and accompanied his said Cousin Captain Joseph Brant:— Who conducted the Six Nations to the lands they now possess on the said Grand River— where your Memorialist has resided ever since.—

That your Memorialist fought for the King his father, during the late War in this Country, and suffered many privations, as well as the loss of much property taken, and destroyed.—

Your Memorialist is now Eighty

for

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Eighty four years of age, and the farm he resides upon has Cost him much labour and Expence — He having made large improvments thereupon — is very desirous of transmitting the same to his Heirs, that they may reap the benefit of his hard labours when he is gone to the land of rest. — And in order to Complete this, his wish more fully He prays Your Excellency will Grant him a Deed for the same — it being a part of the land surrendered by the Six Nations, lying between the billage of Beantford and the Governors Road, or Dundas Street on the said Grand River —

The annexed diagram will more fully shew the land prayed for —

And as in duty bound Your Memorialist will ever pray. —

Henry Davis.

Davis's Hamlet,
30th Decemr. — 1833.

Witness
Walter Lawson

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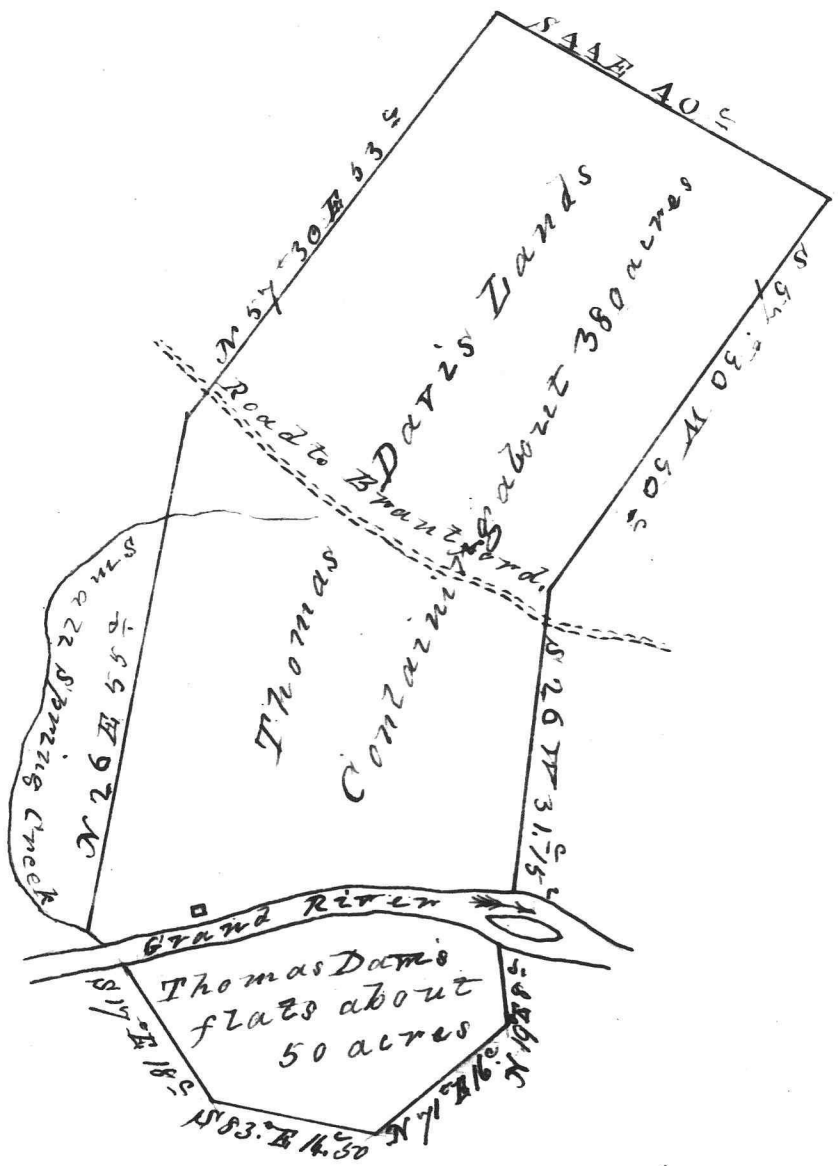

A Survey of Thomas Davis Lands Containing on both sides of the River about 430 acres of land Surveyed this 25th June 1826

(Signed) by A Jones D P S

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3 Date 3d Feby 1834
D. Lane

John Burton
to
George W. Laugh
Lease

I certify that on the Sixth day of February A.D. 1834 at Nine o'Clock A.M. the Memorial of the within Indenture produced for Registry, is entered & registered in Lib. G. page 633. Memorial No. 740.

Jno. Lane
D. Registrar
C. Wentworth

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84/

3 Feb, 1834 432

£550. 0.0.

Received on the day of the date of the within written Indenture of and from the within named George W. Langs the sum of five hundred and fifty pounds Currency of Upper Canada, being the Consideration money within mentioned to be paid to me.

Witness

Lewis Burwell

John Langs

John Barton

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This Indenture made the Third day of February in the Year of our Lord one thousand Eight hundred and thirty four. By and Between John Barton of the Grand River Tract in the County of Wentworth in the District of Gore in the Province of Upper Canada Farmer of the one part And George W. Langs of the same place Farmer of the other part, Witnesseth, that the said John Barton, for and in Consideration of the sum of Five hundred and fifty pounds of Lawful Money of the Province aforesaid, to him in hand paid by the said George W. Langs at or before the Sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for the further Consideration of the Yearly rents, Covenants, and agreements hereinafter mentioned and Contained on the part of the said George W. Langs his Executors, administrators and assigns to be paid, kept, and performed, Hath demised, based, and to farm let, unto the said George W. Langs his heirs, Executors administrators and assigns, And by these presents Doth demise, lease, and to farm let, unto the said George W. Langs his heirs Executors, administrators and assigns, all that certain farm, piece, parcel or tract of land and premises, lying and being on the north side of the Road leading from Ancaster to the Mohawk Village, and known by being lot Number five on the Indian Tract, and is butted and bounded, or may be otherwise known as follows - That is to say:- Beginning in front of the said lot, at a stake standing at the North East angle of the said lot, and running from thence North sixty two degrees and thirty two minutes West, one hundred Chains;- Thence along the rear line of the said lot, sixteen Chains to a stake between lots number five and six;- Thence South sixty two degrees and thirty two minutes East One hundred Chains more or less to the aforesaid Road, Thence along the North side of the said Road to the place of beginning, Containing about one hundred and forty six acres of land be the same more or less. Together with all and singular the priveleges and appurtenances thereunto belonging or in any wise appertaining for and during the full end and term of Nine hundred and forty Eight years and two months, from thence next Ensuring the date hereof, and fully to be Complete and Ended, Yielding and paying therefor yearly and every year on the first day of January unto the said John Barton his heirs, Executors, administrators and assigns, one peppercorn if the same be lawfully demanded.- And the said John Barton his Executors, administrators, doth Covenant grant and agree to and with the said George W. Langs his heirs, Executors, administrators and assigns, that he the said George W. Langs, his heirs, Executors, administrators and assigns, paying the rent aforesaid, shall and may have, hold, occupy, and quietly and peaceably possess and enjoy all and singular the said farm, piece, parcel, or tract of Land and premises above demised, together with all the privileges and appurtenances thereunto belonging, or in any wise appertaining, for and during the Continuance of this demise as above mentioned, without the let, trouble, hinderance, molestation, interruption or denial of him the said John Barton his heirs or assigns, or of any other person or persons, and them, and their heirs or assigns, Claiming or to Claim the whole or any part thereof, by, from, or under him, them, or any or either of them, or by or with their privity, Consent or procurement.

In Witness whereof the parties to these presents, have hereunto set their hands and seals the day and Year first above written.

Signed, Sealed and delivered
in presence of
Lewis Burwell
John Langs

John Barton
Geo. W. Langs

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8th February 1834
(8)

Charles Meyers
To
Josiah Brown
Lease for the
Remainder of a
Term of 999 Years

(.)

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8 Feb 1834

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This Indenture Made the eighth day of February in the Year of our Lord one thousand eight hundred and thirty four Between Charles Meyers of the Grand River Territory in the County of Wentworth, District of Gore and Province of Upper Canada Yeoman of the one part, and Josiah Brown of the same place Yeoman of the other part, Witnesseth that the said Charles Meyers for and in consideration of the sum of Two hundred Pounds of Lawful Money of the said Province to him in hand well and truly paid by the said Josiah Brown, at or before the sealing and delivery of these presents, the receipt and payment whereof is hereby acknowledged and confessed; and also in consideration of the rents, covenants and agreements, hereinafter, contained and mentioned on the part and behalf of the said Josiah Brown his Executors Administrators and Assigns, to be paid kept done and performed. Hath demised leased, set and to farm letten, bargained sold, assigned, transfered and set over, And by these presents Doth demise lease, set and to farm let, bargain, sell assign, transfer and set over unto the said Josiah Brown his Executors Administrators and Assigns, All and Singular that certain Parcel or Tract of Land and Premises, situate lying and being in the County of Wentworth aforesaid, being known by being a part of the Lot of Land known by the name of Meyerses farm on the Grand River, near the old Indian Mill Dam; which said Parcel or Tract of Land is butted and bounded as follows (that is to say) Commencing in the centre of the Easterly side line of the said farm; Thence in a Northerly direction bounding on the Easterly side line of said farm thirty two chains fifty links more or less to Lands now owned by the said Josiah Brown; Then South Seventy four Degrees West eight Chains seventy five links; Then South twenty three Degrees fifteen minutes West two Chains fifty links; Then South fourteen Degrees thirty minutes West four Chains eighty one links; Then South five Degrees West three Chains, Then South fifty eight Degrees West eleven Chains seventy five links more or less to the Westerly side line of the said Lot or farm, Then in a Southerly direction along the Westerly side line of said Lot or farm, nineteen Chains seventy five links more or less to the centre of the said line (of the Whole Lot) Then in an Easterly direction Parallel with the Southerly line of the said Lot or farm, twenty five Chains more or less to the place of beginning; containing by admeasurement fifty seven acres be the same more or less; Together with all and Singular the rights, members, and appurtenances thereunto belonging or in anywise appertaining. To Have and to Hold, all and Singular the said Parcel or Tract of Land and Premises, hereby leased, demised and assigned, or intended so to be with the appurtenances unto the said Josiah Brown his Executors Administrators and Assigns; from the date hereof for and during all the residue, and remainder of a Term of nine hundred and ninety nine Years, now to come and unexpired in the premises; (which said Term of Nine hundred and ninety nine Years, commenced on the first day of October

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October in the Year of our Lord one thousand eight hundred and one against the said Charles Meyers and his Legal representatives, and against all and every other person or persons whomsoever lawfully or equitably claiming or to claim the same or any part thereof by from ~~or~~ through under or in trust for them, either or any of them, Yielding and paying therefore yearly and every Year during all the residue of the said Term, on the last day in each Year thereof unto the said Charles Meyers his Executors, Administrators or assigns the annual rent of one pepper Corn, if the same shall be lawfully demanded, which said annual rent the said Josiah Brown, doth hereby for himself his Executors Administrators and assigns ~~or~~ covenant and covenant to pay or cause to be paid according to the reservation aforesaid; and the true intent and meaning of these presents. And the said Josiah Brown his Executors Administrators and Assigns shall also well and truly pay satisfy and discharge all and all manner of taxes Charges, rates, assessments, and impositions Whatsoever, which shall hereafter be payable from the premises hereby leased and demised, during all the residue of the said term aforesaid; And the said Charles Meyers for himself and his heirs, All and Singular the Lands and premises hereby leased and demised or intended to be, with the appurtenances in the full and peaceable Enjoyment and Possession of him the said Josiah Brown his Executors Administrators and Assigns, for and during all the residue and remainder of the said Term of nine hundred and ninety nine Years shall and will Warrant and ~~defend~~ by these presents, he and they doing paying and performing as aforesaid—

In Witness whereof the parties to these Presents have hereunto set their hands and seals the day and Year first above written— Charles Meyers

Josiah Brown

Signed Sealed and Delivered
in the presence of us—
As the words "through" in the 2nd line, and the words "and defend" in the 17th line of the 2d page first interlined—
David B. Berry
Eliakim Malcolm

Received on the day and Year in the above Indenture written of and from the therein named Josiah Brown the sum of Two hundred pounds Lawful money of Upper Canada being the full consideration Money in said Indenture mentioned to be paid by him to me
Witness thereto
David B. Berry
Eliakim Malcolm

Charles Meyers

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October in the Year of our Lord one thousand eight hundred and one) against the said Charles Meyers and his Legal representatives, and against all and every other Person or Persons whomsoever lawfully or equitably claiming or to claim the same or any part thereof by from ~~or~~ through or under or in trust for them, either or any of them; Yielding and paying therefore yearly and every Year during all the residue of the said Term, on the last day in each Year thereof unto the said Charles Meyers his Executors, Administrators or assigns the annual rent of one pepper corn, if the same shall be lawfully demanded, which said annual rent the said Josiah Brown, doth hereby for himself his Executors Administrators and assigns agree and covenant to pay or cause to be paid according to the reservation aforesaid; And the true intent and meaning of these presents, And the said Josiah Brown his Executors Administrators and Assigns shall also well and truly pay satisfy and discharge all and all manner of taxes, charges, rates, assessments, and impositions whatsoever, which shall hereafter be payable from the premises hereby leased and demised, during all the residue of the said term aforesaid; And the said Charles Meyers for himself and his heirs, All and Singular the Lands and premises hereby leased and demised or intended so to be, with the appurtenances in the full and peaceable Enjoyment and possession of him the said Josiah Brown his Executors Administrators and Assigns, for and during all the residue and remainder of the said Term of nine hundred and ninety nine Years shall and will Warrant and ~~defend~~ by these presents, he and they doing paying and performing as aforesaid—

In Witness Whereof the parties to these presents have hereunto set their hands and seals the day and Year first above written— Charles Meyers

Signed Sealed and Delivered in the presence of us— As the word thorough in the 3rd line, and the words and defend in the 17th line of the 2nd page first interlined—

David B. Berry
Eliakim Malcolm

Josiah Brownd

Received on the day and Year in the above Indenture written of and from the therein named Josiah Brown the sum of Two hundred pounds Lawful money of Upper Canada being the full consideration Money in said Indenture mentioned to be paid by him to me

Charles Meyers

Witness hereto
David B. Berry
Eliakim Malcolm

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£10. 0. 0. Currency

Received from the within named William Williamson the sum of Ten pounds Currency being the sum within mentioned to be paid to me at the time of the delivery of the within Indenture

Brantford 24th February 1834 Lawrence Davids

Witness

Lewis Burnell

24-Feb-1834.

This is to certify that I relinquish all my weight and title of the within Lease to Arthur Sheat for the within time mentioned for the Consideration of £12-10-0

Witness M. Wilson

Witness my hand

William his Williamson Mark

Lawrence Davids to William Williamson Lease

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premises; and also all such portions of the uncultivated portions of the same which may become cleared or cultivated during the continuance of this demise, in a due and regular Course of husbandry according to the custom of the Country; And keep the same in all needful and useful repairs during the said term.

And also the said William Williamson his Executors, administrators and assigns shall not, nor will at any time during the term hereby granted, do, or Commit, or permit or suffer to be done, any wilful or voluntary waste, spoil or destruction, in and upon the premises or any part thereof, nor shall he or they cut and carry away, or suffer to be cut and carried away from and off of the said premises for the purpose of sale or otherwise, any timber, for any purpose whatsoever, unless the same shall be employed on, or consumed on the said premises.

And the said Laurence Davids for himself, his Executors, administrators and assigns, doth Covenant and grant, to and with the said William Williamson his Executors, administrators and assigns, that he the said William Williamson his Executors, administrators and assigns, shall and may at all times during the term hereby granted, by paying the rent aforesaid, and performing all and singular the Covenants and agreements herein before reserved and Contained, quietly and peaceably have, hold, occupy, possess and enjoy, all and singular the said demised premises, without the let, trouble, interruption or denial of him the said Laurence Davids his Executors, administrators and assigns, or of any other person or persons whatsoever claiming the whole or any part thereof.

And the said William Williamson doth further Covenant and agree to and with the said Laurence Davids, his executors, administrators and assigns, that he the said William William his Executors, administrators and assigns, shall and will, at the expiration of the said term, quietly and peaceably, Surrender and Yield up unto the said Laurence Davids his Executors administrators and assigns, the said demised premises, with the their appurtenances, in good repair, without the least let trouble, hindrance, or denial Whatsoever, and it shall be Lawful for the said Laurence Davids his Executors, administrators and assigns, at the end of the said term to Re-enter the same or any part thereof in the name of the whole, and the same to have again as his or their own right, and possession. Reserving only, the right of the said William Williamson to harvest and take away such Crops of grain as may be at the expiration of the said term growing in and upon the same.

In Witness whereof the said parties have hereunto set their hands and affixed their Seals, the day and year first above written.

Signed, Sealed and delivered
in presence of

Lewis Burwell

Alexander Burwell

Laurence Davids

William his + Williamson
mark

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This Indenture made the twenty fourth day of February in the Year of our Lord one thousand Eight hundred and thirty four at Brantford in the Gore District of the Province of Upper Canada, Between Laurence Davids, of the Mohawk Tribe of the Six Nation Indians residing on the Grand River in the said District of the one part, And William Williamson formerly of the Kingdom of Great Britain, but now of the said District Farmer of the other part. Witnesseth, that the said Laurence Davids for and in Consideration of the rents, Covenants, Conditions and agreements, hereafter reserved and Contained on the part and behalf of the said William Williamson his Executors, administrators and assigns, to be paid kept, done, and performed, hath demised, granted, and to farm let, and by these presents doth demise, grant, and to farm let unto the said William Williamson his Executors, administrators and assigns, all and singular a Certain dwelling house, with the Garden attached to the same, and now owned by, and in the possession and occupancy of the said Laurence David and situate in the Mohawk Village on the said Grand River, Together with about four or five acres of Cultivated flats lying immediately in front of the House, and also now in the possession and occupancy of the said Laurence Davids; Together with about fifty acres of second flatt, or uplands, not Cultivated, but Lying and being situate adjoining the said dwelling house, and on the West side of the Road Leading from the said Mohawk Village to the Mohawk Road at Van Alcamburgs Lane, and which he the said Laurence Davids occupies, and possesses, according to the usages and Customs of the said Six Nation Indians as his individual possession. To have and to hold all and singular the said premises above mentioned with the appurtenances unto the said William Williamson his Executors, administrators and assigns, from the day of the date hereof, for and during the term of twelve Years, thence next Ensuing, and fully to be Complete and ended; Yielding and paying therefor, from and immediately after the the Commencement of the said Term, and during the Continuance thereof, unto the said Laurence Davids his Executors, administrators and assigns the rent of Ten Pounds of Lawful money of the said province, in manner following, that is to say:- The sum of Ten pounds at the time of the Sealing and delivery of these presents:- The further sum of Ten pounds on the last day of the year of our Lord one thousand Eight hundred and thirty five, or the last day of the second Year of this demise: and the sum of Ten pounds yearly and every year, and on the last day in each and every year from thence to the end of the said term of twelve years, Clear of, and over and above all taxes and legal appines and assessments whatsoever.

And the said William Williamson, for himself his Executors, administrators and assigns, doth Covenant and agree, to and with the said Laurence Davids, his Executors, administrators and assigns, that he the said William Williamson his Executors, administrators and assigns, shall, and will, from time to time, and at the set times aforesaid, pay unto the said Laurence Davids his Executors, administrators and assigns, the rent aforesaid according to the true intent and meaning of these presents: and also all Taxes or assessments which may by authority be laid on the same during the Continuance of this demise.

And also that he the said William Williamson his Executors, administrator and assigns shall and will yearly and every year occupy and employ, and use all and singular the Cultivated portion or portions of the said demised

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premises; and also all such portions of the uncultivated portions of the same which may become cleared or cultivated during the continuance of this demise; in a due and regular Course of husbandry according to the custom of the Country; And keep the same in all needful and useful repairs during the said term.

And also the said William Williamson his Executors, administrators and assigns, shall not, nor will at any time during the term hereby granted, do, or Commit, or permit or suffer to be done, any wilful or voluntary waste, Spoil or destruction, in and upon the premises or any part thereof; nor shall he or they Cut and Carry away, or suffer to be Cut and Carried away from and off of the said premises for the purpose of sale or otherwise, any timber, for any purpose whatever, unless the same shall be employed on, or Consumed on the said premises.

And the said Laurence Davids for himself, his Executors, administrators and assigns, doth Covenant and grant, to and with the said William Williamson his Executors, administrators and assigns, that he the said William Williamson his Executors, administrators and assigns, shall and may at all times during the term hereby granted, by paying the rent aforesaid, and performing all and singular the Covenants and agreements herein before reserved and Contained, quietly and peaceably have, hold, occupy, possess and enjoy, all and singular the said demised premises, without the least trouble, interruption, or denial of him the said Laurence Davids his Executors, administrators and assigns, or of any other person or persons whatsoever claiming the whole or any part thereof.

And the said William Williamson doth further Covenant and agree to and with the said Laurence Davids, his executors, administrators and assigns, that he the said William Williamson his Executors, administrators and assigns, shall and will, at the expiration of the said term, quietly and peaceably, surrender and Yield up unto the said Laurence Davids his Executors administrators and assigns, all and singular the said demised premises, with the their appurtenances, in good repair, without the least let trouble, hindrance, or denial Whatsoever, and it shall be Lawful for the said Laurence Davids his Executors, administrators and assigns, at the end of the said term to Re-enter the same or any part thereof in the name of the whole, and the same to have again as his or their own right, and possession - Reserving only, the right of the said William Williamson to harvest and take away such Crops of grain as may be at the expiration of the said term, growing in and upon the same.

In Witness Whereof the said parties have hereunto set their hands and affixed their Seals, the day and year first above written.

Signed, Sealed and delivered
in presence of
Lewis Burwell
Alexander Burwell

Laurence Davies

William his + Williamson mark

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Wm Hepburn Esqr
Toronto
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Wm Hepburn Esqr
Toronto
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Having sent an advertisement that all the Indians Leases are to be sent to you by the twenty fifth inst^t I have taken the earliest opportunity of sending it down

I remain

Your Humble Servt

Arthur Wheeler.

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Indenture 443
of Lease
Gavill Scotus
To
Thomas Runchey

26-Feb 7-1834

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This Indenture made at the Grand River in the County of Haldimand District of Niagara and Province of Upper Canada the twenty sixth day of February in the year of our Lord one thousand eight hundred and thirty four, by and Between Gavin Seattes of the Grand River aforesaid, a native thereof and Joint proprietor of the six Nation Indians on said River, of the first part, and Thomas Runchey of the Grand River aforesaid in the County of Haldimand District of Niagara and Province aforesaid farmer of second part, Witnesseth That the said Gavin Seattes for and in consideration of the rent, covenants and agreements hereen after mentioned reserved and contained on the part and behalf of the said Thomas Runchey his executors, administrators and Assigns, to be paid, done and performed, hath, granted, demised, Leased, set and to farm letten, and by these doth grant demise, Lease, set and to farm let unto the said Thomas Runchey his executors, administrators and assigns, all that certain parcel or tract of land situate on the Creek known by Andersons Creek about four Miles from the mouth thereof being part and parcel of said six Nation tract on the south side of Grand River aforesaid Known and described as follows; That is to say; commencing at a certain sugar Maple tree marked I. B. standing one chain and ninety seven links on the course North, from said Creek, thence North twenty chains, thence West fifty chains, thence South forty chains thence East fifty chains, thence North twenty chains to the place of Beginning containing by admeasurement two hundred acres be the same more or less- with all and singular the appurtenances there unto belonging To have and to hold the said certain parcel or tract of land demised, and Leased and within described premises with there and every of there appurtenances, unto the said Thomas Runchey his executors, administrators and assigns, from the date of these presents for and during, and unto full end and term of twenty one years from thence next ensueing and fully to be complete and ended; yielding and paying therefor yearly and every year the sum of five pounds of lawful money of said Province unto the said Gavin Seattes his heirs or assigns; the yearly rent of five pounds of lawful as aforesaid; the first payment to be made on the twenty sixth day of February now next ensueing the date of these presents, and so in succession yearly and every year for and during the full end and term of twenty one years from the date of these presents. And the said Gavin Seattes doth covenant for himself his heirs, executors and administrators with the said Thomas Runchey his executors, administrators and assigns, that he the said Thomas Runchey his executors, administrators and assigns paying the rents to be paid duly and performed, shall and lawfully may peaceably and quietly have, hold, occupy, possess and Enjoy the said certain parcel or tract of land hereby granted and demised, without the lawfull let, suit, trouble, molestation, eviction, expulsion or interruption, of or by him the said Grantor his heirs or assigns, or by any other person or persons whomsoever, will forever Warrant and defend, In Witness whereof the parties to these presents have hereunto set their Hands and Seals the day and year first within Written-

Note between 16th and 17th lines from the bottom the "years" interlined before execution.

Signed Sealed and delivered in the presence of -

Witness, Elias Partridge

his
Gavin X Seattes
Mark

Thomas Runchey

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This indenture made the first day of March in the year of our Lord one thousand Eight hundred and thirty four by and between the principal Chiefs of the Six nations of Indians Residing on the Grand River in the province of Upper Canada of the first part and Daniel Barton of the County of Wentworth District of Gore and province aforesaid Yeoman of the Second part Witnesseth that the Said party of the first part for and in Consideration of the yearly rent Covenants and agreements hereinafter mentioned and continued on the part of the said party of the Second part His Heirs executors administrators and assigns to be paid observed and performed hath demised Leased and to farm Letten and by these presents doth demise Lease and to farm let unto the Said party of the second part his Heirs executors administrators and assigns all that certain farm peice or parcel of land situate Lying and being adjoining and partly Surrounded by Fairchilds Creek and being a parcel of land belonging to the Indian Tract in the County of Wentworth District of Gore and province aforesaid and which is butted and bounded as may be other Wise known as follows (that is to say) Commencing at a Steak Standing on the bank of the Said Creek and running thence Southeasterly along the Lands Claimed by Elizabeth Brant or Car fourteen Chains and twenty four links to the Same more Or less to the Creek aforesaid thence up the Said stream along the Shore of Said Creek at Low water mark to the place of beginning Containing about one hundred and nineteen acres of land be the Same more or less together with all and singular the benefits liberties and privileges to the Said premises thereunto belonging to Have and to hold the Said demised premises ~~with the appurtenances~~ unto the unto the Said party of the Second part his heirs executors administrators and assigns for and during and untill the full end and term of Sixty two years next ensuing the day and date of these presents fully to be complete and ended yielding and paying yearly and every year during the twelve first years unto the Said party of the first part their Heirs executors administrators or assigns the yearly rent of two pounds ten Shillings Good and Lawful money of the Provence afore said on the first day of January in each and every year during the first twelve years and after expiration of twelve years from the date of these presents to pay or Cause to be paid to the Said party of the first part yearly in each and every year five pounds Good and Lawful money of the province aforesaid during the continuance of this Lease Clear rent Over and above all taxes Charges assessments impositions and payments whatsoever which may hereafter be taxed Charged or imposed or assessed on the premises according to law and the Said party of the Second part for himself his heirs executors administrators and assigns doth covenent well and truly to pay or cause to be paid unto the Said party of the first part their heirs or assigns at the days and times above mentioned yearly and every year during the continuance of this Lease the rent above reserved and also to pay and discharge all taxes Charges assessments and impositions

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Levied or assessed on the premises as aforesaid and it is further covenanted that the said
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party of the second part his Heirs executors administrators and assigns paying the rent
aforesaid and performing keeping and observing the covenants and agreements hereinbefore
mentioned Shall and may quietly and peaceably have hold occupy possess and
occupy and enjoy the said hereby Demised premises during the said term of sixty two
years without any hindrance or molestation whatsoever of them the said party of the
first part their heirs or assigns or of any other person or persons having or lawfully
Claiming any right in the premises

In witness whereof the parties have hereunto interchangeably Set their hands and
Seals the day and year first above written in the presence of

Witness

John Whitney

D Pay

Thomas Greaves

his
Joseph X Fund
mark

Thomas Fund

Peter Green

1 March 1884

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№ 3.

Dated 15th March 1834.

Mr. Thomas Perrin

to

Mr. Abram Cook

Transfer of Lease.

1834

Perrin & Cook

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This Indenture Made the Fifth day of March in the Year of our Lord one Thousand Eight Hundred and Forty Four Between Thomas Bevin of Mount Pleasant in the Township of Caledonia County of Wentworth District of Gore and Province of Upper Canada Merchant of the one Part and Abraham Cooke of the same place Merchant of the other Part, Whereas the said Thomas Bevin in Virtue of a certain Indenture of Lease bearing date the first day of October One Thousand Eight Hundred and One and duly executed under the Hand and Seal of Captain Joseph Brant the Principal Chief of, and agent for the Six Nations of Indians residing on the Grand River Upper Canada aforesaid to Execute Leases of such Lands and Parcels of their Lands, as by the said Captain Brant should be thought expedient to be leased, For the considerations in such Indentures Mentioned, became duly now stands lawfully Seized and Possessed of, and in, amongst other Lands and Appurtenances the Piece or Parcel of Land, Hereinafter Particularly Mentioned and described and hereby granted, bargained and sold, assigned and leased, or intended so to be, with the appurtenances, being Part of the Indians Lands aforesaid, As in and by the said Indenture Reference being thereunto had will more fully appear Now This Indenture Witnesseth that the said Thomas Bevin for and in consideration of the sum of Nine Hundred and Fifty Pounds Currency of the aforesaid Province to him in Hand well and truly paid by the said Abraham Cooke at or before the sealing and delivery of these Presents, the receipt Whereof is hereby acknowledged Have Granted, Bargained, Sold assigned transferred and set over leased demised and and to farm Letten. And by these Presents doth grant, bargain, sell, assign transfer and set over, lease, demise, and to farm let unto the said Abraham Cooke his Executors, administrators and assigns, all these four Pieces or Parcels of Land, situated at Mount Pleasant aforesaid, Known as being Part of Lot number Eight on the east side of the Road (so call) from the Village of Branford to Long Point. Bulted and Bounded as follows Beginning at a Stake on the East side of said Road between Lots number seven and eight, thence at the Middle now Points, South Sixty three and a half degrees east Forty three Chains and thirty Links to a Buttonwood Sapling Marked, thence North twelve degrees east twenty Chains to a Stake Planted, thence north sixty three and a half degrees west Forty three Chains thirty Links more or less to a Beech tree standing by said Road between Lots number Eight and Nine thence with said Road to the Place of beginning as first mentioned bounded Containing Eighty Six Acres and two Roods of Land More or less, The Second Piece or Parcel of Land is situated at South West Corner of Lot Number Nine on the east side of said Road Beginning at the aforesaid Chesnut tree Standing between Lots number Eight and Nine thence South Sixty three and a Half degrees east two Chains twenty four Links to a Stake Planted, thence in a Northerly direction and Parallel with said Road two Chains twenty four Links to a Stake Planted in said Road, thence Southerly with said Road Four Links to a Stake Planted, thence North Sixty Three and a Half degrees West Two Chains to the Place of Beginning containing one Half of an Acre of Land — The third described Piece of Land is Same, and Part of Lot Number Eight on said East side of the aforesaid Road, formerly, Passed by William Hingis to David Bevin as on Reference will appear Beginning at the northeast angle of said Lot Number Eight as the Fence now stands thence North Sixty three degrees thirty Minutes West about three Chains to a Fence that now runs in a Southerly direction between this described Piece of Land and Lands in Possession of William Hingis thence South Sixty three and a half degrees east three Chains to a Stake Planted to said Road, thence to the Place of Beginning — The Fourth herein described Piece of Land is a Part of the aforesaid Piece of Land Passed by William Hingis to David Bevin as aforesaid, Beginning at the East side of said Road as the distance of one Chain and Fifty Links, South of the Southeast angle of the last described Piece of Land, at a Stake Thence South with said Road about two Chains and Sixty Five Links to a Stake Planted, thence North Sixty Three and a half degrees west forty Links to a Stake planted thence North twelve degrees east twenty eight Links to the South side of the third, thence to the South West Corner of the said third, thence on the west end of the same Forty Links to a Stake, set, thence North Sixty three and a Half Degrees West about two Chains forty Links to a Stake in the Fence thence North twelve Degrees East about two Chains to a Stake, set, thence South Sixty three and a half degrees East three Chains more or less to the Place of beginning Containing in the last (two) described Pieces, two Acres of Land be the same more or less — Together with all the rights Members and appurtenances thereunto belonging or in any wise appertaining. To Have and to Hold the same above described Four Pieces or Parcels of Land Containing in the Whole, about Eighty Nine Acres of Land, with the appurtenances unto the said Abraham Cooke, his Heirs and assigns from the day of the date Hereof, for during, and until all the rest residue and Remainder of the term of Nine Hundred and Ninety Nine Years with term commenced on the first day of October One Thousand Eight Hundred and One as above Written Yielding and Paying therefor unto the said Thomas Bevin his Heirs or assigns for the said Premises Yearly and every Year during all the residue of the term aforesaid the annual Rent of One Peppin Corn on the last day in each and every Year thereof (if demanded) which annual Rent the said Abraham Cooke doth hereby for himself his Heirs and assigns, agree and covenant to pay or cause to be paid according to the reservation aforesaid; and the true intent and meaning of these Presents. And the said Thomas Bevin and his Heirs, executors, administrators and assigns. all and singular the Land and Premises, hereby granted, bargained, sold, assigned, and leased or intended so to be with the

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Containing Eighty Six Acres and a Goods of Land more or less
of Lot Number nine on the east side of said Road Beginning
thence North Three Hundred and Eighty Links to a Stake Planted
on the West side of said Road, thence South Sixty Three and a Half degrees West Two Chains
Fifty Links to a Stake Planted, thence South Sixty Three and a Half degrees West Two Chains
Fifty Links to a Stake Planted in said Road, thence South
on Acres of Land — The third described Piece of Land is
Three and Part of the Number Eight on said West side of
as on Reference will appear, Beginning at the northeast angle
this Piece Degrees Sixty Minutes West about Three Chains to
Piece of Land said Land is Possession of William Pringle
thence South Sixty Three and a Half degrees East Three Chains
herein described Piece of Land is a Part of the aforesaid
aforesaid, Beginning at the West side of said Road at the distance
described Piece of Land at a Stake thence South with said
North Sixty Three and a Half Degrees West Fifty Links to a Stake
side of the Road, thence to the South West Corner of the said

Thence North Sixty three and a Half Degrees West about two
East about two Chains to a Stake, &c, Thence South Sixty three and a Half degrees East three Chains more or less to the Place of Beginning
Containing in the last two described Pieces, two Acres of Land be the same more or less — Together with all the rights
Members and appurtenances thereunto belonging or in any wise appertaining. To Have and to Hold the same above described
Four Pieces or Parcels of Land Containing in the Whole, about Eighty Nine Acres of Land. With the appurtenances
unto the said Abraham Cook, his Heirs and assigns from the day of the date Hereof, for during, and until all the rest Residue and
Remainder of the term of Nine Hundred and Ninety Nine Years which term commenced on the first day of October One Thousand Eight
Hundred and One as above written Yielding and Paying therefor unto the said Thomas Dennis his Heirs or assigns for the said
Premises Yearly and every Year during all the residue of the term aforesaid the annual Rent of One Pepper Corn on the said
day in each and every Year thereof (if demanded) which annual Rent the said Abraham Cook doth hereby for himself
his Heirs and assigns, agree and covenant to pay or cause to be paid according to the reservation aforesaid; and the true
intent and meaning of these Presents. And the said Thomas Dennis and his Heirs, executors, administrators and assigns.
all and singular the Land and Premises, hereby granted, bargained, sold, assigned, and leased or intended so to be with the
appurtenances against him the said Thomas Dennis, his Heirs executors, and administrators, and against all and every
other Person and Persons Whomsoever, lawfully claiming or to claim the same or any part thereof, by from, through or
under him them or any of them, unto the said Abraham Cook his executors administrators or assigns, for and during all the rest,
residue and remainder of the aforesaid term of Nine Hundred and Ninety Nine Years under the Yearly Rent of payable as herein
before Reserved. And it is further agreed by the said Thomas Dennis that he will upon the reasonable request of him
the said Abraham Cook execute all such further legal instruments in writing as he the said Abraham Cook may
advise devise require for the more safe and perfecting granting of the above described Premises. shall and will Warrant and
by these Presents Defend. — In Witness Whereof the Parties to these Presents have hereunto set their Hands and Seales
the day and Year first before Written —

Thomas Dennis

In Presence of us.
Archibald Mac Ewen
Morris Hardy

Abraham Cook

Received the fifth day of March in the Year One Thousand Eight Hundred and Thirty Four of Abraham Cook the
Sum of Nine Hundred and Fifty Pounds Currency which Sum is in full for consideration Money which is
Expressed in the above Mentioned Lease.

Thomas Dennis

Witness
Archibald Mac Ewen

Ac81 mil.5

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POOR COPIE 242

11 March 1834

Indenture 449

Lease
Andrew Rose
to
Russel Hardey
11th March 1834

I certify that on the twenty fifth day of July A.D. 1834 - at twelve o'clock A.M. the memorial of the within Lease, produced for registry, is entered and registered in Lib: H - page 156. Memorial No. 941 -

D. A. Macnab
Registrar
Cy. Wentworth

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KODAK SAFET

Whereas the Six Nations of Indians from their Attachment to the Kings Government were dispossessed of their Lands of or in the now United States during the Year of the Revolution, in consideration of which, a large tract of Land, now comprised in the Province of Upper Canada, was assigned and appropriated to them and their posterity to their use and possession forever: reference being had to the Instrument therefor, under the hand and seal at arms, of the late Sir Frederic Haldimand, Captain General and Governor over his Majesty's Provinces in North America and dated at Quebec at the Castle of St. Lewis the twenty fifth day of October in the year one thousand Seven Hundred and Eighty four. And Whereas the said Six Nations being so possessed of the said large tract of Land, enjoying the use, and living thereon, did under an authority, solemnly delegated by their Sachems and Chiefs, and Warriors, nominate, constitute and appoint Joseph Brant, one of their principal Chiefs or Sachems as their agent, but who is since deceased, to surrender to his late Majesty George the third certain tracts or blocks of the said Lands to be regranted and sold to His said Majesties white Subjects, and the proceeds of such sales to be appropriated to the six nations aforesaid by trustees appointed therefor: As Also from time to time to Lease and assign certain small tracts of such lands, to certain white people, who might be induced to settle amongst them and instruct them in agriculture and husbandry, upon such terms and for such a period, as the said Joseph Brant might deem proper. And Whereas in pursuance of such authority the said Joseph Brant did by an Instrument under his hand and seal dated the 19th day of February 1805, let, lease and assign, for the term of Nine Hundred and ninety nine years Six hundred and Forty nine acres, in and upon the said tract the same being and lying upon the road from the Grand river to long point, and commonly known as part of the tract called Mount Pleasant unto Andrew Nelles, his heirs, executors, administrators and assigns, and hereinafter more particularly described. And the said Joseph Brant, agent as aforesaid, did further let, lease and assign, unto two other persons, named Ephs Phelps and Thomas Stringer, one Hundred Acres, to ~~one Hundred~~ Ebenezer Averill and also one Hundred acres to one Gideon Olmstead all of which is more particularly hereinafter mentioned and described, which said three last tracts have all since come into the possession of the said Andrew Nelles, by several and different assignments from the original assignees, or lessees, And the said Andrew Nelles was at the time of executing a release hereinafter mentioned, lawfully possessed, in his own right, of as full and as fair a title thereto as any person claiming, under and by the authority granted to the said Joseph Brant, by the said Six Nations of Indians, in his life time, And Whereas the said Andrew Nelles did on the fourth day of September in the year of our Lord one thousand eight hundred and twenty three, execute a certain release whereby the said Andrew Nelles for certain reasons and Considerations therein Specified, remised, released and forever quitclaimed, and by those presents did remise, release and forever quitclaim unto one Absalom Shade, his heirs, executors and assigns hereinafter mentioned, of Galt in the district of Gore and Province aforesaid, Merchant all the estate, right, title, interest, claim and demand, which the said Andrew Nelles then had, or his executors, administrators might have, unto or out of the said parcels or tracts of Land in the said lease mentioned and therein more particularly described as on reference will appear. To have and to Hold the said land for the unexpired term therein expressed in said lease or lease with the appurtenances unto the said Absalom Shade, his heirs, executors, administrators or assigns, to his and their own use and behoof. And Whereas the said Absalom Shade, did on the twenty seventh day of July in the

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POOR COPIE

year of our Lord one eighteen hundred and twenty nine at Galt in the district and Province aforesaid for and Consideration of the sum of three hundred and sixty one pounds thirteen shillings and nine pence lawful money to him in hand paid by Andrew Rose of the township of Anncaster, in the District and Province aforesaid (Blacksmith the receipt whereof is thereby acknowledged, DID, demise, lease and to farm let in due form as on reference will appear unto the said Andrew Rose, his heirs, executors, administrators and assigns, all and singular the front halves of Lots number four and five Containing two hundred and two acres of Land more or less, lying on the east side of the aforesaid road leading from Brantford to Long point, on the said road or tract commonly known as the Indian tract. Now Know ye all to whom these presents shall come, that I the aforesaid Andrew Rose, now of Mount pleasant in the district of Gore aforesaid Blacksmith for and in Consideration of the sum of sixty six pounds five shillings, lawful money of said Province to me in hand well and truly paid; by Russel Hardey of Mount pleasant aforesaid (Merchant) the receipt whereof is hereby acknowledged. Have demised, leased and to farm letten; and by these presents DO, demise, lease and to farm let unto the said Russel Hardey his heirs and assigns all that certain tract, piece or parcel of Land and appurtenances, lying and being on the east side of the aforesaid road, and Butted and Bounded as follows, that is to say at a post planted at the Northwest angle of the aforesaid lot number five, thence South thirteen degrees west four chains ninety three links more or less to a black oak tree marked — thence South sixty two and a half Degrees east thirteen chains and twenty links to a stake planted — thence North thirteen degrees east four chains ninety three links to the allowance for the road — thence Parallel with ~~to the~~ place Said Road to the place of beginning, Containing six acres and two Roods of Land more or less — Together with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining to the hereby demised, Leased, Bargained sold and assigned or intended so to be. To have and Hold the same unto the said Russel Hardey his heirs and assigns, for and during all the unexpired term, yet to come as aforesaid in the recitation hereof. Yeelding and paying therefor yearly and every year the annual rent of One peper corn on the last day in each and every year hereof (if demanded) which rent I hereby for myself my heirs and assigns covenant and agree to pay to the said Andrew Rose his heirs and assigns, accordingly; to him the said Russel Hardey, his heirs and assigns to their own use, benefit and behoof — And also the said Andrew Rose his heirs and assigns against him the said Andrew Rose his heirs and assigns, to him the said Russel Hardey his heirs and assigns — and against all and every other person or persons whomsoever lawfully claiming or to claim the same, by from and under him them or any of them, Shall and Will Warrant and by these presents Defend — In Witness whereof the aforesaid parties to these presents have hereunto set their hands and seals the eleventh day of March in the year of our Lord one thousand eight hundred and thirty four — at Mount pleasant aforesaid —

Signed, Sealed and delivered
in presence of
Words entertained Parallel with Said Road to the place on 18 and 17 line from the top of 2nd page
John W. Cook
Henry A Hardey

Received at Mount pleasant on the day of the date of these presents of the within named Russel Hardey the consideration money mentioned therein in full —
I say Rec. by me —
Witness — Andrew Rose

Andrew Rose
Russel Hardey

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A V 1.

Margaret Paulus
and
Catharine John
To
Nathan Gage
Quit Claim
24 March 1834

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122 24 March 1834 458

Know all Men by these Presents That We Margaret Paulus and Catharine John Daughters of the late Captain Joseph Brant of the Grand River Tract Decd in Consideration of the Sum of Twenty six Pounds to us in hand paid by Nathan Gage of Brantford Merchant the Receipt whereof We do hereby acknowledge have for ourselves and our Heirs Remise Release and forever Quit-claim and do by these Presents remise release and forever Quit-Claim unto the said Nathan Gage his Heirs and Assigns forever all that certain Tract or parcel of Land Situate in the said Grandriver Tract near the Town of Brantford & Butted and Bounded as follows that is to say Commencing at the South West angle of said Premises at the Junction of the High Way and the Fence on the East line of Land at present occupied by Frederick Davis thence running Northwardly along said Fence to the River at low Water thence down the River its several Courses at low Water to the North line of the High Way aforesaid at the Bridge thence ~~along~~ Westwardly along said High Way to the place of Beginning To have and to hold the same with all the Privileges and Appurtenances thereunto belonging to him the said Nathan Gage his Heirs and Assigns forever

In Witness whereof we hereunto Set our hands and Seals this Twenty fourth day of March One Thousand Eight hundred and Thirty four —

Signed Sealed and delivered in Presence of

Margaret Paulus

Catharine John

Henry A. Gray

Wm J. Gage

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POOR COPIE

454

1834

J Crohn

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2-10. Ind

Sir His Excellency Sir John Colborne

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POOR COPIE

Memorandum

John Crokes Claims on Indian Lands at the Mouth of Grand River Lake Erie

Toronto May 30th 1834

455

I hereby acknowledge Simon Washburn Barister at Law to [illegible] for year 1834 John Crokes

Pr.

In the year 1806 Tunes Thompson an Indian and an Intelligent Man in the Loyalist who had a white woman for wife and in Consideration of his wife and Children Capt Joseph Brant then Principle Chief and agent for the Six Nations of Indians on the Grand River or River ouse gave said Thompson a Lease for 999 years for a Tract of Land Laying Between the Sheehan Tract and Lake Erie and Bounded on the Grand River containing Six Hundred Acres and in the time of the Late war with the United States the house was Burned on the Premises together with the Lease as will appear by Proof of the affidavits now in Possession of the trustees for the Six nations Harris Justin Loomes Elizah Montania William Weirs John Thompson Tunes Thompson and Walter B. Sheehan ~~[illegible]~~ and Henry Dorstader also the Assignment of the Lessee by the Heirs of Tunes Thompson to (J. C.) in Consideration of his Marriage to Mary Thompson their Sister &c &c and the Support of their Mother since the Death of their Farther &c and also a Lease made by the Principle Chiefs of the Six nations (I Believe 1826) Inconsideration of My Connection and the C

Brants Leases by Government are Confirmed and will Receive patents

Other Proof can be got Augustus Jones Mer. Logan if Required

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POOR COPIE

Of (1806) and in Consideration of Services done them at Various times &c For a part of the quere said Tract of Six Hundred acres and and I Came legally in possession in Consequence of His Marriage in 1818 and has Made a good Deal of Improvements and paid Taxes for Six Hundred acres Ever Since and in May 22nd the Chiefs Signed a Memo to His Excellency Acknowledging the old Lease of Capt Bro and praying his Excellency to Confirm My Claim I Waited on His Excellency on the 27th and his Excellency was Pleased to order the Lots not to be offered For Sale and Directed me to lay all My Claims before the Trustees and Since I have Examined the Maps at the Office of Crown Lands and find the lots do not Contain one Hundred acres Each so that the Eight Lot So Detained only are 328 acres that are Struck off From the Maps in which Case I will have Detained two more Lots till the Claims is Decided it will also appear that Each Male or Female belonging to the Six Notions are allowed to Retain a farm of 200 acres, in that Case Mrs Croker and My Son John and Daughter Julia ought to have Six Hundred acres in Dependent of the original Claim which as yet I have not applied For

Address

John Croker
District of Niagara
Sunville

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POOR COPIE

Mr Cooper is also willing to give to Mrs ~~Ph~~ Sarah Phelpot the widow now residing on the premises his bond to give to her, on ~~ascertaining~~ receiving his title a lease of her ~~life~~ property for her life without rent.

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458

To His Excellency, Sir John Colborne, K.C.B. —
Lieutenant Governor of Upper Canada, and
Major General Commanding His Majesty's
Forces Therein.

York York York

The memorial of John Croker of the Grand River in
the County of Haldimand.

Humbly Sheweth —

That Your Excellency's memorialist did in the year 1812. enter into the Service of the Royal Navy at Halifax ~~for the Lakes in Canada~~ and served from ~~that Period~~ 1814 to the reduction of 1817. as a Midshipman on the Lakes as will appear upon reference to his accompanying Certificates. —

That ~~in~~ the year 1812 Your Excellency's memorialist entered into the Service of the Royal Navy at Halifax and served until the year 1814. ~~at which Period~~ Nova Scotia he volunteered and served as a Midshipman on the Lakes of Canada. until the reduction of the Royal Navy in 1817 as will appear upon reference to his Certificates. —

That Memorialist has never received any grant of lands from the Crown on account of his Services.

That in the year 1818. Your Excellency's Memorialist married Mary Thompson, a woman of the Six Nations of Indians on the Grand River, and ~~by that~~ consequently came legally into possession of a Tract of land formerly leased by the late Capt. Joseph Brant as principal chief and agent of the said Six Nations of Indians to Amos Thompson, for the term of 999 years

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That the said lands are situated at the mouth of the Grand River, South of the Sheehan tract, and were confirmed in the possession of Your Excy Memorialist by the Chiefs of the Six Nations in 1822 in consideration of his intermarriage ~~connection~~ with the said Mary Thompson, and of the support of them selves and their issue. That Memorialist purchased from the heirs of the late Tunis Thompson, the Lessee of the Six nations, and father of Memorialist's wife, all their right and title to the said tract of land, as will be shewn by the accompanying assignment, and Your Excellency's Memorialist ~~humbly~~ refers to the accompanying affidavits for proof of the Lease having been made by the late Capt Joseph Brandt ~~to the~~ as Principal Chief ~~agent for the said 6 nations of Indians~~ said Tunis Thompson, and of its loss by fire in the destruction of his house on the premises during the late War with the United States of America.

That the said tract of land has been included in a survey made by Lewis Burwell, Esquire, of the Indian lands on the Grand River, and ~~is~~ numbered as lots 23. 24 & 25 in the fourth concession on Lake Erie shore and 23. 24 & 25 in the third concession in rear, ~~and is~~ estimated to contain 600 acres more or less.

That the improvement made upon the said tract ~~has occasioned~~ by Your Excellency's Memorialist during his occupation thereof, has occasioned him a great expence, and its loss would ~~occasion~~ create serious and almost irretrievable injury to Your Memorialist and his family, as they are residing thereon, and he has no other means of support for them, and the education of his children, but the profit ~~accruing~~ arising from ~~his~~ such improvements. Your Memorialist would also state to Your Excy that he ~~has~~ long since agreed to allowed a Widow to reside on part of lot No 25 in front, ~~who has~~ for her life time under the certainty he entertained of his legal title in the land without any consideration & she has

made considerable improvements upon it, in building &c. upon which she also, solely relies for the support of herself and family.

Your Excy's Memt. therefore humbly trusts that Your Exy will, upon a due examination of the merits of his claim, ~~grant~~ Your Memt. such relief in the premises as to Your Excys wisdom may seem meet in confirming and allowing his title.

as in duty &c.

Grand River, Co Haldimand
21st May 1834.

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POOR COPIE

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John Bradley

Brantford 14th June 1834

1142

Folded

To (The Honorable Peter Robinson.
&c — &c — &c —

En

York

Enclosing the quite claim of J. Wenstock to a lot in Brantford

BRANTFORD JUN 11

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POOR. COPIE

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Brantford 14th June 1834-

Sir— I beg leave to Call your attention to the enclosed Copy of Quit Claim, You will perceive that there is a Sound Consideration, I therefore will be obliged if you will under the circumstances, cause the Government Patent for the Lot mentioned to Issue in my name, on the payment of the residue three instalments, being in all £7-10-0. Cy

I have the honor, to be Your Obt Servt—

To— The Honorable Peter Robinson
York

John Bradley

P.S. You will oblige me by causing an answer to the above to be forwarded to me as Soon as Convenient, on receipt of this as above,

J. B.

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POOR COPIE

Copy of
Deed of Quit Claim
and Power of Attorney
from
John Winstock
to
John Bradley.—

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CANADA

POOR COPIE

Know all men by these presents, that I John Hinstock of the Town of Brantford, in the Gore District and Province of Upper Canada, Yeoman, for and in consideration of the sum of eighty six pounds and fifteen shillings, of lawful money of Upper Canada, to me in hand well and truly paid by John Bradley the receipt whereof I hereby Confess and acknowledge have remised, released, and by these presents do remise, release, bargain, sell and forever quit claim unto the said John Bradley, his heirs and Assigns forever All and Singular my right, title, interest, claim and demand both at law and in Equity of, in, to and out of And all my right of possession, both at law and in equity of, in and to Lot number forty five, or the Lot and premises on which I now reside, on the south side of Wilkes' Mills, and on the Southern side of Coulbourn Street in the said Town of Brantford;- Together with all houses, out-houses, waters, improvements, or appurtenances whatever thereon lying and being,

or

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POOR COPIE

or in any wise appertaining — And I the
said John Winstock, in consideration of the
premises aforesaid do hereby request and desire
that the executive Government of this Province
will issue the Government Patent deed of the said
Lot and premises, to the said John Bradley,
and his heirs and assigns forever — I the
said John Winstock, having received the full
Consideration. —

In witness whereof, I the said
John Winstock, have hereunto set my hand and Seal,
this ninth day of June in the year of our
Lord one thousand eight hundred and thirty four.

(Signed) Sealed and Delivered -
In the presence of —
(Signed) " John A. Wilkes Junr.
(Signed) " Philo Hawley —

(Signed) John Winstock L.S.

I Certify that the foregoing is a
true Copy of the Original —
Brantford 12th June 1834 —

P. Hawley

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POOR COPIE

1834

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Poor Copie

Grand River July 4th 1834 467

This agreement witnesseth that I Snow Garades one of the six nation indians have for and in consideration of the sum of three pounds good and lawfull mony of the said province to me in hand paid by Matthew Bennitt the receipt where of I do hereby acknowledge by the signing of these presents that I doe hereby relinquish make and set over all my right title intrust and clam to Lot No 5 lying in the second range of lots on the west side of the Hamillton and port Dover road in the indian tract containing two hundred acres of land for the term of twenty one years from this date to the said Matthew Bennitt to have and to hold use occupy enjoy and possess free and clear of all incumberances from me my heirs and assigns during the said term of time as witness my hand signed and Sealed and Delivered in presence of

Thos Bennitt
James Kinsin

his
Snow X Garades
mark

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POOR COPIE

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14th Sept 1824

Sg. H.

John Harkins

Hamilton & Port Dover Road

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POOR COPIE

Grand River September 14th 1834 469

14 Sept-1834

This agreement witnesseth that I Snow Swades one of the six nations indians have for and in consideration of two pounds good and lawfull money of the said Province to me in hand paid by John Harkins the receipt whereof I do hereby acknowledge by the signing of these presents that I do hereby Relinquish all my right [illegible] intrust to Lot No 7 lying in the sexcond range of lots on the west side of the Hamilton and port Dover road in the indian tract containing two Hundred Acres of land for the term of twenty one from this date to the said John Harkins to have and to hold use Occupy enjoy and posess free and clear of all incumbereness During the said term of time from me my heirs and assigs as witness my hand signed sealed and delivered in presence of

Wm Bennitt
Mrs Bennitt

his
Snow X Swades
Mark

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Affidavit of Robert Thomson Esq.

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884 4 July 1834 471

District of Niagara } Personally appeared before me Warner Nelles Esq.re one of his Majestys Justices of the Peace for the said District Robert Thompson Esq.re of the County of Haldimand Grand River who being duly sworn deposeth and saith that he the deponent has in his possession but which is at present mislaid, a Receipt given by Henry Nelles son of John Nelles Senior of Grand River to Coll.e Norton of the same place for a certain sum of money, which he considered the value of his improvement, which he the said Henry Nelles sold to the said Coll.e Norton commencing above the line claimed by the Hon.ble Abraham Nelles. which said improvement has been in the possession of Coll.e Norton and deponent for about seventeen years.

Robt Thomson

Sworn before me
this 4th July 1834.

Warner Nelles J.P.

"

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472

Copy
of a Letter to the
Honorable William Dickson
late attorney for the Six Nations
Indians Grand River &c
Signed Augustus Jones
D.P.S.

1834

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Per. Copie

Dear Sir,

Cold Springs Grand River 18th August 1834

473

My Claims, for Indian Lands, on the Grand River, as Leased, and Granted by the late Captain Joseph Brant, agent, for the Six Nations of Indians owning the tract of Lands, on the said River, — By order of His Excellency the Lieut Govr. and as my Claims, are all laid before the Trustees for their report to the said Govt. and, as you having long since acted as an attorney for the said ~~Indians~~ Nations and being acquainted, with the Services, I have rendered them in Surveying Lands, and making the Necessary ~~reports~~ &c &c

and having long since lodged my two Leases, in your hands, to make them more fully known to Govt. the one Lease for 4.800 acres, dated 4th Nov.r 1797— the other dated the first march 1805— for 1.200 acres, all of which I have rendered attested Witness's to Third facts; I having mentioned to one of the Board of Trustees, When he advised me to get every thing that might throw light on my Just Claims— Will you have the goodness, and ~~write~~ me, a Statement What facts you know about, respecting my aforesaid Leases, and the Services I have rendered the said Nations; in Surveying their Lands, and making of Plans, and making out the Necessary reports to Govt. &c and as the said Trustees are about making out to Govt a report of all the merits, of each Claims, a Statement of facts, of what you know respecting my aforesaid Leases, and Services, will render me more benefit, than all the attested Vouchers, I have sent in, and will be gratefully acknowledged, by your faithful and Humble Servant

Augustus Jones
D.P.S.

To, Honorable William Dickson ——
late attorney for the Six
Nations of Indians Grand River

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Heads of the claims
of the Augustine
Tribes upon the
Six Nations Indians.

1834

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Memoranda of the claims of Mr. Augustus Jones upon the Six Nations Indians.

475

1797 Oct. 4th. – Lease from Joseph Brant for 999 yrs ~~from Joseph Brant~~ to Augustus Jones for 4800 acres of land –

N.B. a plain copy only produced from which it appears a copy of the orig't lease was registered on 7th May 1829 –

See copy affidavits of ~~Henry A. Hill~~ W. B. Sheehan – saw at Jones house in 1813 the orig't lease – Deponent took a copy – George Law & Deponent father were witnesses – refers to copy of the Registrar's certifie on back of orig't lease –

In 1816 ~~saw to the lease~~ was present when the above lease as well as another for 1200 acres ~~from Joseph Brant~~ was confirmed by the Indians –

Copy affidavit of John Jones – In 1817 at Jones' house Jones showed Deponent the orig't lease for the 4800 acres – took copy & compared it with orig't –

Copy affidavit of Henry A. Hill – verifies a copy of orig't lease for the 4800 acres & also of orig't certificate of registry thereon –

N.B. no account is given how the lease was lost –

1805 March 1st. Copy lease from Joseph Brant to Jones of 1200 acres for services and for his children's portions as the offspring of Mr. Jones & Daughter of one of the principal chiefs –

Same Date – A certificate under Brant's hand as Agent for 1200 acres of land for one of his children –

Orig't affidavit of Caleb Reynolds – witnessed Brant's execution of the Lease for the 1200 acres – the other witness Mr.

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Dougall has left the Province – Jones left with Deponent a Memorial for registration in the Office of Niagara District when Jones said origt lease was deposited for the purpose Deponent was prevented although the Office for the purpose by the breaking out of the Lease. –

N.B. Both leases were confirmed at an Indian Council held 17 February 1817 – origt deed of confirmation produced.

Jones claims for surveying for the Indians done by order of Brant in a letter from him dated 17th January 1807 and stating that the Indians would pay at the usual rate paid by Government for similar surveys

£ 213. 13. 5

Int thereon from 1st April 1807 to 1st April 1832 (25 yrs) 320. 9. 10

£ 534. 3. 4

As to int. see Boddam v Ryley 1 Bro: C. C. 239 – 5th Ves: 801

Brant's letter to be produced a copy only at present furnished. –

Origt produced

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3rd. December 1834. The Trustees decided that they would adhere inflexibly to the rule laid down that no claim could be allowed except on the production of the original lease from Brant or a verified copy from the Registry — the claim upon the deed now therefore disallowed —

As to the claim for survey the Trustees think it proper that the copy order from Brant of 17 January 1807 should be laid before the Indians in Council and if ascertained the Trustees will then consider whether any the whole or any and what part thereof should be allowed — Major Winniett to be communicated with & to be instructed to lay the original before the Indians whenever so requested by Mr. Jones & to ascertain their sentiments on the subject —

N: N:

4th. December 1834. Work to Major Winniett

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Grand River Nillesses Settlement
Tuesday August 19th. 1834.

To the Governor and Counsel of Upper Canada. 478

We the undersigned having sold to Andrew A. Van Every, the bearer, all and singular our Rights, titles, and interests, in and to, a certain tract or parcel of Land situate on, and adjoining Grand River in said Nillesses Settlement aforesaid Containing three Hundred Acres more or less, as described in our Conveyance to him the said Andrew A. Van Every; which will fully appear. — " — " — " —

We now therefore pray that the Title Deed or Deeds may be given and granted direct to the said Andrew A. Van Every in stead of being granted to us, and from us to him; which would put us we think, to unnecessary expence.

Given under our hands and ~~and~~ seals this nineteenth day of August in the year of our Lord one thousand eight hundred and thirty four (1834)

In the presence of
Jacob Frazier
John Lamb
Samuel W. Rychman

Abraham his + marks Young
Warner his + marks Young
William Young

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William Van Allen
to
Abner Matthews } Lease

11 August 1827 + 22 August 1834

34

Assigned by Abner Matthews to Cleander Highells and Flomington F. Highells —

This Lease embraces the parcel of 33 acres at the North East Corner of the Plan, described to Cleander, and Flomington F. Highells —

Brantford 1st April 1836.

Lewis Burwell
D. Surveyor

This is described first in the description made out for the Messrs. Highells

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22 Aug 1834 480

Know all men by these presents that I Abner Matthews in consideration of Fifty pounds fifteen Shillings Provincial Currency to me in hand paid by Cleander Mighells and Florrington F. Mighells the receipt whereof I do hereby acknowledge, have bargained, sold, assigned, and set over, and by these presents do bargain, sell, assign and set over unto the said Cleander Mighells and Florrington F. Mighells their heirs, executors, administrators, and assigns, as well the within written indenture as also all the term and interest in all and singular the lands, tenements, hereditaments, and premises within mentioned yet remaining under, and by virtue of the said indenture and likewise all my estate, right, title, interest, claim, property and demand of, in, or to the same lands, tenements, hereditaments, and premises which I now have either by means of the within indenture or otherwise howsoever; subject nevertheless to the rents and covenants in the said indenture contained.

In Witness whereof I have hereunto set my hand and seal the twenty second day of August in the Year of Our Lord One thousand Eight hundred and Thirty Four.

Signed Sealed and Delivered in presence of

Lewis Burwell

Geo W Louis

Abner Matthews

7

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481
1827
34

Van Allen to Matthews.

This Indenture made the Eleventh day of August in the year of our Lord one thousand eight hundred & twenty seven Between William Van Allen of Burford, County of Oxford in the London District and Province of Upper Canada Gentleman of the first part, and Abner Matthews of the same place, Clothier, of the second part, Witnesseth that the said William Van Allen for and in consideration of the yearly rent, covenants and agreements herein after mentioned and contained on the part of the said Abner Matthews his executors, administrators and assigns, to be paid observed and performed, Hath demised, leased and to farm letten; and by these presents Doth demise, lease and to farm let, unto the said Abner Matthews his executors, administrators and assigns, All that certain farm piece or parcel of land lying and being situate in the County of Wentworth aforesaid, being part and parcel of land heretofore leased by Joseph Brant, as Agent for the five Nations Indians, to Wheeler Douglas for the term of Nine hundred and ninety nine years, fully to be complete and ended: Which said farm piece or parcel of land is butted and bounded or may be otherwise known as follows, (that is to say,) Commencing at a Stake standing at the North West angle of land this day leased to Michael Doody, then North fifteen degrees forty minutes West fourteen chains fifty links then East twenty one chains sixty links, then South fifteen degrees forty minutes East fourteen chains fifty links, then West, twenty one chains sixty links to the place of beginning, containing twenty nine Acres be the same more or less; Together with all and singular the benefits and previleges to the said premises belonging: To Have and To Hold the said demised premises with the appurtenances, unto the said Abner Matthews his executors, Administrators and assigns, for and during and untill the full end and term of the said Nine hundred and Ninety nine years fully to be complete and ended: Yielding and paying therefor, yearly and every year during the continuance of this lease, unto the said William Van Allen his heirs or assigns the yearly rent of one barly corn on the first day of January in each and every year, if the same be legally demanded. And it is further covenanted, that the said Abner Matthews, his executors, administrators and assigns, paying the rent aforesaid and performing, keeping and observing the covenants and agreements herein before contained, shall and may quietly, and peaceably, have, hold, occupy and enjoy the said hereby demised premises during the rest, residue and remainder of the said term of Nine hundred and Ninety nine years, without any hindrance, disturbance or molestation whatsoever of him the said William Van Allen his heirs or assigns, or of any other person or persons, having or lawfully claiming any right in the premises. In Witness whereof the parties hereunto have set their hands and Seals the day and year first above written

Signed, Sealed & delivered in the presence of —

Jno. Serpell

Thomas Horner

William Van Allen

Abner Matthews

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Lease for 12 years
Catharine Brant
to
John Nice —

29 - Aug - 1834 -

482

Wm Hepburn Esquire

According to your Notice of the 20th of last I forward you the enclosed Lease requesting you if you think proper so to do. to give a Lease for twenty one years for such a rent as may seem just to you under the circumstances

Yours Respectfully John Nice per his Atty Orphuis Robinson

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29 Aug 1834
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This Indenture Made the Twenty ninth day of August in the year of our Lord one thousand eight hundred and thirty four,— Between Catherine Brant, widow of the late Capt. Joseph Brant, late Agent to the Six Nations of Indians, residing on, and owning the tract of lands on the Grand River / Called the Ouse in the District of Gore, and in the Province of Upper Canada, of the first part, and John Nice of the aforesaid place farmer of the second part— Witnesseth that the aforesaid party of the first part, for and in consideration of the yearly rents, and the improvements to be made, and done on the premises, by the party of the second part, as herein after mentioned, to be paid, done and performed, by the said party of the second part, his heirs, Executors, Administrators, and assigns— Hath Granted, Demised, Leased, let, and to farm letten, unto him the said party of the second part, his heirs, or assigns, and by these presents, doth Grant, Demise, Lease, let, and to farm letten, unto the party of the second part, his heirs and assigns, all that certain tract or parcel of lands, it being situated on the aforesaid Grand River, and being a certain part, of the Territory of lands, owned by the said Six Nations of Indians, and it being a certain part or parcel of the said lands, as belonging unto the said party of first part, it being a certain part or portion of the said lands, as owned and claimed by her, as belonging to the Mohawk Tribe of Indians, residing on the Grand River, and may be more fully known, and described, as lying and being situated, on the Eastern Shore of the Grand River, above the Mohawk Village, on the flats above the Islands, called the Eagles Nest, and beginning, on the banks of the said River, about one Chain from the said River, at the lower boundary of Waterhouse's field, as fenced, and running from thence South, Eighty four degrees East, passing Waterhouse's field and fence to a post, thence South fifteen degrees West, forty chains to a post, thence North Eighty four degrees West thirty two chains and fifty links to near the said Grand River, opposite the aforesaid Islands, thence up the said River, to the place of beginning, and containing about one hundred and Twelve acres

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Twelve acres of land more or less— To have and to hold the said Granted Leased, and Demised premises, with the appurtenances, unto him the said party of the second part, his heirs and assigns, for and during the full end and term of twelve years, from the first day of January next, fully to be compleated and ended, his paying the yearly rents of Five Pounds currency unto her the said party of the first part, her heirs or assigns, which said rents are to commence on the first day of January, in the year of our Lord one thousand Eight hundred and thirty Six, the first year being allowed free of rents, on account of commencing of a New farm, and erecting of a house &c— it is further covenanted and agreed by the aforesaid party of the second part, his heirs or assigns, shall faithfully put all the Lands that they may improve, on the aforesaid premises, in regular fields enclosed with lawful fences, all done in a farm like manner, and to plant out within six years from this date, not less than one hundred apple trees, in a regular farm like manner, and keep the said number of apple trees in a growing and thriving order, during this Lease; and it is further covenanted, and agreed that the aforesaid party of the second part his heirs, or assigns paying the yearly rents unto the said party of the first part, to her heirs or assigns, and performing the other improvements as named in this Lease, that at the end and expirations of this Lease shall render the premises back, unto her or her heirs, or assigns, in a good and farm like manner, all of which being punctually performed, it is agreed that he the said party of the second part, his heirs, or assigns may, and shall Peaceably, have, hold, occupy, possess, and quietly enjoy the said premises, during this Lease, as Witness our hands and seals the day and year first written.

Signed, Sealed and delivered in presence of us—
Isaac - Lewis.
Augustus Jones

Lie
Catharine + Brant
mark

John Rice

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Dec. 1835.

John Rice

Application for Lease.

PAID 1/2

Wm Hepburn Esquire
City of Toronto
Acting Trustee for the Six Nation Indians

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Hiram Phelps
Lydia Warren
Elizabeth Hardy
Crisena Phelps
To
Solomon Phelps
10 Sept 1854
F.

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This Indenture made the Ninth day of September in the Year of Our Lord One Thousand Eight Hundred and Thirty Four at Mount Pleasant in the District of Gore in the Province of Upper Canada. Between Miriam Phelps of Mount Pleasant aforesaid Woman, Lydia Warren Wife of Franklin Warren Esquire of New Albany State of Indianna, Elizabeth Hardy Wife of Morris Hardy of Mount Pleasant and Cyrenia Phelps of Mount Pleasant Spinsters of the one part and Solomon Phelps of Mount Pleasant aforesaid Yeoman of the other part

Witnesseth That whereas the late Captain Joseph Brant late principal Chief of and Head for the Six Nations of Indians, did bargain unto the late Esq. Lord Phelps his Heirs, Executors, Administrators, and Assigns, a certain Tract of Land containing Twelve Hundred and two Acres for the term of Nine Hundred and Ninety nine Years, which said Leases bears date the first day of May in the Year of Our Lord One Thousand Eight Hundred and Four, and reserving the yearly Rent to be paid each Year during the said term unto the said Six Nations, and which was Leased and granted to the said Esq. Lord Phelps by the said late Captain Joseph Brant in consequence of friendship for him, and from his connection with the Mohawk Nation, and with one of the Women of that Nation to whom the said Esq. Lord Phelps at the time of the said Tract of Land being granted to him was three Children, and whom the said Captain Joseph Brant wished to provide for according to their custom, reference being had to the said original Lease will more fully and at large appear Now Know all Men by these presents that we Miriam Phelps Lydia Warren Elizabeth Hardy and Cyrenia Phelps Children and decendants of the said Esq. Lord Phelps deceased and of a firm desire of carrying into effect the true intent and meaning of the said late Captain Joseph Brant in the first division and partition of the said Tract of Land, among and between us the said Solomon Phelps who is also one of the Children and decendants of the said late Esq. Lord Phelps, have remised, released and forever quitted claim, and confirmed and by these presents do remise, release and forever quit claim and confirm (for the consideration aforesaid, and also for the further consideration of the Pound Current Money of Upper Canada to us in hand paid by the said Solomon Phelps, the receipt whereof we do hereby acknowledge) unto him the said Solomon Phelps his Heirs, Executors Administrators and Assigns, all and singular, the right title Trust, Interest, Claim, Property and demand whatsoever, both at Law and in Equity of us the said Miriam Phelps Lydia Warren Elizabeth Hardy and Cyrenia Phelps of first to and out of (for the residue and remainder of the said term of Nine Hundred and Ninety Nine Years and now unexpired — All and singular that certain portion and parcel of the aforesaid Tract of Land situate lying and being in Mount Pleasant in and upon the Grand River Tract in the Gore District, and Province of Upper Canada aforesaid, which Tract or Parcel of Land is Butted and bounded, or may be otherwise known as follows that is to say. Commencing in or on the limit between the Lot on the said Grand River Tract known as Lot Number Ten, and on the Westerly side of the Road leading through Mount Pleasant aforesaid, and the line or limit of the aforesaid Tract of

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of Land Leased by the late Captain Joseph Brant to the said late Esq. Lord Phelps One Hundred Chains from the South West Angle or corner of said Tract in the original Lease described or mentioned Then South Sixty Two degrees and Thirty East One Hundred and one Chains more or less to the South East Angle of the said Tract Then North Twenty Five degrees East Thirty Chains Thirty two Links Then North Sixty two degrees and Thirty minutes West Seventy Chains Ten Links more or less to the Easterly side of the present travelled Road through the said Tract Then in a Southerly direction bounding on the Easterly side of the said Road to a Stake planted at the distance of Twenty Chains from the Southerly line of the said Tract and on a course therefrom North Twenty Five degrees East Then North Sixty two degrees Thirty minutes West Thirty four Chains and Forty Links more or less until it intersects a line drawn from the place of beginning on a course North Twenty Five degrees East Then South Twenty Five degrees West Twenty Chains more or less to the place of beginning containing by admeasurement Two Hundred and Twenty Acres and being the just and full portion and quantity of Land out of the said Tract originally intended for the benefit of and to provide for the said Children of the said Esq. Lord Phelps, as expressed by instrument in writing in this Case Time and the true intent of the said original Lease or Grant from the said late Captain Brant, and in conformity and according to the concurrence and wishes of all the aforesaid Parties Together with all Houses, Out Houses, Woods and Waters thereon erected lying and being and all and singular the Hereditaments, Appurtenances, Benefits and Appurtenances thereunto belonging or in anywise appertaining To Have and to Hold the same with the Appurtenances aforesaid unto him the said Solomon Phelps, his Heirs Executors, Administrators and Assigns for and during and unto the full end and expiration of the said residue and remainder of the unexpired term of the original Lease or Grant for Nine Hundred and Ninety Nine Years given as aforesaid from and by the said late Captain Joseph Brant In Witness whereof the said Parties have hereunto set their Hands and Seals at Mount Pleasant aforesaid on the day and Year first herein written

Hiram Phelps

Lydia Warren

Elizabeth Hardy

Corsina Phelps

Solomon Phelps

Signed Sealed and delivered
in presence of

F. Howard

Eliakim Malcolm

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Copy.

THIS INDENTURE made the nineteenth day of March in the year of our Lord one thousand eight hundred and eighteen Between Henry Ellis of Mount Pleasant in the township of Haldimand and County of Wentworth in the District of Gore and in the Province of Upper Canada, Yeoman of the one part and Frederick Yeoward of Mount Pleasant aforesaid Merchant of the other part

WITNESSETH that whereas the said Henry Ellis now is and stands lawfully seized and possessed of a certain Tract or Parcel of Land and Appurtenances situated in the Township of Haldimand aforesaid, being a part and parcel of a certain Territory formerly granted by the Commander in Chief of the Province of Upper Canada to the Six Nations of Indians residing on the Grand River, and known by being lot No. 7 on the East side of a Road leading from the Fording Place on the Grand River to Long Point, containing within the metes and bounds thereof Two hundred and two acres of Land. As in and by a certain Indenture of Lease and Demise, from the said Six Nations of Indians, executed by Joseph Brant principal Chief and Agent for the said Six Nations duly authorized, for the Term of Nine hundred and Ninety Nine years and bearing date the first day of October one thousand eight hundred and one, reference being thereunto had will more fully and at large appear NOW THIS INDENTURE FURTHER WITNESSETH that the said Henry Ellis, for and in consideration of the sum of Ten Pounds lawful money of Upper Canada to him in hand well and truly paid by the said Frederick Yeoward at or before the Sealing and Delivery of these presents, the receipt whereof he the said Henry Ellis doth hereby acknowledge and confess himself therewith fully satisfied and paid and thereof and from the same and every part thereof doth acquit release and discharge the said Frederick Yeoward his heirs

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heirs and assigns and every of them for ever by these presents, HATH bargained sold assigned transferred and set over, leased and demised And by these presents DOTH bargain sell assign transfer and set over, lease and demise unto the said Frederick Yeoward and to his heirs and assigns All that certain lot or piece of Land situate lying and being in the Township of Haldimand, being part of Lot number 7 hereinbefore mentioned to have been leased and demised by the Six Nations of Indians to the said Henry Ellis, as aforesaid, and which premises intended to be hereby demised and leased, are contained within the lines and boundaries following, to wit, BEGINNING at a stake on the East side of the Road leading from the Grand River to Long Point marked seven and eight, being also a corner of Land now in the possession of Thomas Perrin held under Lease from the Six Nations aforesaid, thence, along and by and with the line of said Land possessed by Thomas Perrin, in a Southeasterly direction Five Chains to a stake, thence running by a new line dividing the Land hereby assigned from the said Henry Ellis's other Land, and parallel with the before mentioned Road leading from the Grand River to Long Point, and in a Southwesterly direction, Two Chains to a stake, thence by another new line dividing this from said Henry Ellis's Land, and parallel with the first line dividing the Land hereby assigned from the said Land of Thomas Perrin, and in a Northwesterly direction, Five Chains to a stake at the Easterly side of the aforesaid Road, thence along the Easterly side thereof, and in a Northeasterly direction Two Chains to the first mentioned Boundary and place of Beginning containing within those bounds One Acre of Land, be the same more or less, TOGETHER with all the houses buildings improvements rights members and appurtenances whatsoever to the Land and Premises hereby assigned and leased or intended so to be belonging or in any wise appertaining

TO

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TO HAVE AND TO HOLD all and singular the Land and Premises hereby bargained sold assigned and leased or intended so to be, with the appurtenances unto the said Frederick Yeoward his heirs and assigns To the only proper use and behoof of him the said Frederick Yeoward his heirs and assigns for and during all the rest residue and remainder of the before mentioned Term of nine hundred and ninety nine years, which is yet to come and unexpired therein, Subject nevertheless to the payment of the yearly rent of one Pepper Corn on the last day in every year of the residue of the before mentioned Term, the first yearly payment to be made in one year from the date of these presents, if demanded.- which rent the said Frederick Yeoward doth hereby for himself his heirs and assigns agree and covenant to pay unto the said Henry Ellis his heirs executore administrators or assigns accordingly on the nineteenth day of March in each year during the residue of the Term aforesaid And the said Henry Ellis and his heirs All and singular the Land and Premises hereby assigned and leased, or intended so to be, with the appurtenances against him the said Henry Ellis and his heirs and against all and every other person and persons whomsoever lawfully claiming or to claim the same or any part thereof by from or under him them or any of them, unto the said Frederick Yeoward his heirs and assigns, for and during the residue and remainder of the aforesaid Term of Nine hundred and Ninety nine years, which is now to come and unexpired therein, shall and will Warrant and Defend by these presents In Witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written.

Signed-----

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Signed sealed and delivered
In the presence of us-
William Dan. Bowen
Joseph Reade

Henry Ellis
F. Yeoward

Received the day and year first before written of the aforesaid Frederick Yeoward full satisfaction for the consideration money before mentioned.

£10.

Witness.

William Dan Bowen
Joseph Reade

Henry Ellis.

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Refering to Eliz. Hardy
&
Others
493

10th Sept 1834

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POOR. COPIE

10 Sept 1834

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This Indenture Made the tenth day of September — in the Year of our Lord one thousand eight hundred and thirty four at Mount Pleasant in the District of Gore in the Province of Upper Canada Between Solomon Phelps of Mount Pleasant aforesaid Yeoman; Lydia Warren wife of Franklin Warren of the Town of New Albany in the State of Indiana Esquire; Hiram Phelps of Mount Pleasant aforesaid Yeoman, and Orisena Phelps of Mount Pleasant aforesaid Spinster, of the one part; and Elizabeth Hardy wife of Morris Hardy of Mount Pleasant aforesaid Blacksmith of the other part Witnesseth that whereas the late Captain Joseph Brant late principal chief of, and agent for the six nations of Indians, did lease unto the late Lt.t Lord Phelps his heirs executors administrators and assigns, a certain tract of Land containing twelve hundred and two acres, for the term of nine hundred and ninety nine Years, which said Lease bears date the first day of May in the Year of our Lord one thousand eight hundred and four, and reserving one peppercorn as rent to be paid each Year during said term unto the said six nations, and which was leased and granted to the said late Lt.t Lord Phelps by the said late Captain Joseph Brant, in consequence of friendship for him and from his connection with the Mohawk Nation, and with one of the women of that Nation: by whom the said Lt.t Lord Phelps at the time of the said tract of Land being granted to him, had three children, and whom the said Captain Joseph Brant wished to provide for according to their customs, reference being had to the said original Lease will more fully and at large appear; Now Know all men by these Presents that we the said Solomon Phelps, Lydia Warren Hiram Phelps and Orisena Phelps, Children and descendants of the said Lt.t Lord Phelps (deceased) and being desirous of carrying into effect the true intent and meaning of the said late Captain Joseph Brant, in the just division and partition of the said tract of Land, among and between us, and the said Elizabeth Hardy. who is also one of the Children and descendants of the said late Lt.t Lord Phelps. Have remised released

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released, and forever quitclaimed and confirmed, and by these presents, Do remise, release and forever quitclaim and confirm, (for the consideration aforesaid, and also for the further consideration of one pound of current money of Upper Canada to us in hand paid by the said Elizabeth Hardy the receipt whereof is hereby acknowledged) unto her the said Elizabeth Hardy her heirs executors, administrators and assigns, all and singular the right, title, trust, interest, claim, property and demand whatsoever both at Law and in Equity of us the said Solomon Phelps Lydia Warren, Hiram Phelps and Loisena Phelps, of, in to, and out of (for the residue and remainder of the said term of nine hundred and ninety nine years and now unexpired) All and singular that certain portion and parcel of the aforesaid tract of Land, situate and being in Mount Pleasant on the Grand River tract in the District of Gore aforesaid — which tract or parcel of Land is supposed to contain one hundred and fifty acres be the same more or less, which said tract or parcel of Land, may be otherwise known as follows (that is to say) Commencing at a stake planted on the Northerly line of the said tract of Land heretofore leased by the said Captain Joseph Brant to the said Lt. Lord Phelps, on the Easterly side of the present travelled road through said tract, Then South fifty two degrees thirty minutes East, eighty two chains twenty five links more or less to the North East Angle of the said tract granted as aforesaid, Then South twenty five degrees West eighteen chains eighty three links, Then North sixty two degrees thirty minutes West, seventy one chains thirty five links more or less to a stake planted four chains forty links from the Easterly side of said road on a course therefrom South seventy eight degrees forty minutes East, Then North seventy eight degrees forty minutes West four chains forty links to the Easterly side of the said road, Then in a Northerly direction bounding on the Easterly side of the said road twenty chains more or less to the place of beginning; and being the just and full portion and quantity of Land, out of the said tract originally intended for the benefit of, and to provide for the said Children of the said late Lt. Lord Phelps and according to the wishes of the said Lt. Lord Phelps as expressed by instrument

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instrument in writing in his life time; and the true intent of the said original lease or Grant from the said late Captain Joseph Brant and in conformity and according to the concurrence and wishes of all the aforesaid parties; Together with all Houses, out Houses Woods and Waters, thereon erected and water courses on the said parcel or tract of Land herein before described lying and being; and all and singular the hereditaments appurtenances benefits and privileges thereunto belonging, or in anywise appertaining: To Have and to Hold the same with the appurtenances aforesaid unto her the said Elizabeth Hardy her heirs executors, administrators and assigns, for and during and unto the full end and expiration of the said residue and remained of the said unexpired term of the original Lease or Grant for nine hundred and ninety nine Years from the said late Captain Joseph Brant—

In Witness Whereof the said parties have hereunto set their hands and seals the day and Year first above written, and in the fifth Year of his Majestys Reign—

Signed Sealed & Delivered
in the presence of us
N.B the words and confirmed in the last line of the 2d Sheet, set over and the words thereon erected in the 5th line of the 3d Sheet caused before signing —

F. Howard
Eliakim Malcolm
"

Solomon Phelps
Lydia Warren

Hiram Phelps

Louisiana Phelps

Elizabeth Hardy

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Know all men by these presents that I Elizabeth Hardy the within named Lessee, and lawful wife of the within named Morris Hardy, for and in consideration of the love and affection which I bear to my said Husband the said Morris Hardy, do hereby and by these presents transfer, assign and set over unto the said Morris Hardy his heirs and assigns all my right title, estate, hutt and interest of in and to the within described tract of land and premises to the intent that Indenture of Lease - And I do hereby desire and require that the Kings Deed for the said within described tract of land may issue in the name of the said Morris Hardy his heirs and assigns - Witness my hand and seal at Mount Pleasant this sixth day of August in the Year of our Lord one thousand Eight hundred and thirty five -

Signed Sealed and delivered
in presence of

William Sturgis
Norah Townsend

Elizabeth Hardy

Jeffery & Elizabeth Hardy
to
Others

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Know all men by these presents that I Elizabeth Hardy the within named Lessee, and lawful wife of the within named Morris Hardy, for and in consideration of the love and affection which I bear to my said Husband the said Morris Hardy, do hereby and by these presents transfer, assign and set over unto the said Morris Hardy his heirs and assigns all my right title, estate, trust and interest, of, in and to the within described tract of land and premises together with the Indenture of Lease - And I do hereby desire and require that the Kings Deed for the said within described tract of land may issue in the name of the said Morris Hardy his heirs and assigns - Witness my hand and seal at Mount Pleasant this sixth day of August in the Year of our Lord one thousand eight hundred and thirty five

Signed Sealed and delivered
in presence of

William Sturgis
Sarah Townsend

Elizabeth Hardy

Surrendered by Eliz Hardy
Ohio
No 1 Jan 1834
493

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10 OW 1834 498

To His Excellency Sir John Colborne K. C. B.
Lieutenant Governor of the Province of upper Canada
and Major General Commanding His Majesty's
forces therein &c. — &c. — &c.

In Council —

The Memorial of Catharine Brant of the Mohawk
Village on the Grand River in the District of
Gore and Province aforesaid Widow of the
late Captain Joseph Brant, principal Chief
of the Six Nations of Indians residing on the
Grand River aforesaid — Jacob Brant of
the same place, son of the said Captain
Joseph Brant — Margaret Powlis, Catharine
John, and Elizabeth Kerr, daughters of the
aforesaid Captain Joseph Brant — Most
respectfully Sheweth. —

That the principal Sachems, Chiefs,
and War Chiefs of the said Six Nations of
Indians residing on the Grand River in
general Council assembled, — Did on the
10th day of October 1804. of their own free
will and accord, Give and Grant unto the
said Captain Joseph Brant, otherwise
known as /Thayendenagea/ in Consideration
of eminent Services by him rendered unto
the said Six Nations of Indians — a Certain
Tract or parcel of Land Situate on the said
Grand River, and now known as the
Township of Nichol — Containing Thirty
Thousand acres of Land, which said
Tract,

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Tract is described in their Deed to the said Captain Joseph Brant as follows, That is to say,

" And we do further impower our said
" attorney to sell, or lease, a certain Block
" or tract of land, situated on the Grand
" River aforesaid, bounded southerly
" lands, Granted to Wm. Wallace Esq.
" and Northerly by land of the King a
" Westerly by the Penchase line, Containing
" about Thirty Thousand acres, And we
" do further implore His most Gracious
" Majesty our Royal Father wilo plase
" to order that Patents may issue to
" such persons as our said Agent may
" dispose of the aforesaid Tract of land
" to, — the proceeds of which is in-
" -tended by us as a Small remunera-
" tion for the great and Eminent Service
" of our aforesaid Brother and principal
" Chief, and Agent, — who has for
" more than twenty years past, at our
" unanimous request devoted his time
" and interest, to our Ser
" he has Expended a Considerable p
" of his income, and personal Estate

Which said Tract a parcel of land, now Known as the Township of Nichol, and Containing as aforesaid about Thirty Thousand acres

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acres of land — was surrendered in the Year 1807. — by the Chiefs of the said Six Nations of Indians, unto the Executive Government of this Province, in order that the same might be conveyed by Letters Patent under the Great Seal of this Province — in the name of the purchaser at that time, Thomas Clark of Queenston in the District of Niagara and Province aforesaid Esquire. —

Your Memorialists beg leave to State to Your Excellency — that the late Capt.n Joseph Brant died in the year 1807. / the same year, that the said Tract of land was sold / And that Your Memorialists / his family / have never received the proceeds, or purchase money, for the said Thirty Thousand acres of land — the interest of which sum, has been paid to the Six Nations annually, for a period of Twenty Seven years — for the benefit of their Several Tribes, and families.

Your Memorialists pray Your Excellency and Council will be pleased to take their case into Consideration — and direct, that the proceeds of the said Thirty Thousand acres of land so sold as aforesaid, may be restored to Your Memorialists, as the family of the said Captain Joseph Brant, agreeably to the original intention, wish, and desire, —

as

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as Expressed by the said Six Nations of Indians at the time the said Grant was made. —

Your memorialists would further beg leave to state to Your Excellency and Council that they have nominated and appointed and fully authorised their friend and relation William Johnson Kerr to act for them in this behalf. —

And Your Memorialists as in duty bound will ever pray —

Mohawk Village, Grand River
October 10th 1834

her
Catharine X Brant
mark

Jacob Brant

Margt. Powlis

Catharine John

Elizabeth Hess

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James Such to
Wm Such

502

15 Oct
1884

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503 4 1834. James Such to Wm Such.

This Indenture made the fifteenth day of October, in the year of our Lord one thousand eight hundred and thirty five, between James Such of the Grand River Road, otherwise the Mohawk Road, in the district of Gore, and province of Upper Canada, Gentleman, on the one part, and William Such of (or late of) London in England, Gentleman, on the other part ———

Whereas by one indenture or deed of assignment, under hand and seal, duly executed, bearing date the thirtieth day of March, in the year of our Lord, one thousand eight hundred and thirty two, and registered in the office of Registry for the counties of Wentworth and Halton, the fourth day of April in the year of our Lord, one thousand eight hundred and thirty two. Lib G. folio 223. Memorial No 340, for the considerations therein mentioned, James Durand (since deceased) of the village of Dundas, in the township of West Flamborough, in the county of Halton, in the district of Gore, and province of Upper Canada, and John Brant of Wellington Square, in the township of Nelson, in the county, district, and province aforesaid, did grant, bargain, sell, assign, transfer, and set over unto William Birt, of the town of York, in the county of York, in the Home district, and province of Upper Canada, all their (to wit the said James Durand's and the said John Brant's) estate, right, title, interest, possession, term of years to come, claim, and demand whatsoever, in and to a certain messuage and premises, lands, tenements, and hereditaments, with the appurtenances thereunto belonging, being situate on the south side of the high road which leads direct from the village of Ancaster, to the village of Brantford, and called the Grand ~~River~~ road, otherwise the Mohawk Road, which certain messuage and premises, lands tenements, and hereditaments, consist of and contain five hundred and nineteen acres, and are set forth more exactly and particularly, and described at large in the above recited indenture or deed of assignment from the said James Durand and John Brant unto the said William Birt. Now this said recited indenture or deed of assignment, together with all the estate, right, title, interest, possession, term of years to come, claim, and demand whatsoever, therein and thereby granted, sold bargained, assigned, transferred, and set over unto the said William Birt, or as much thereof, as yet vested in him as unexpired, was by the said William Birt granted, bargained, sold, assigned, transferred, and set over unto me, James Such, (formerly of the town of York, in the county of York, in the Home district, but since residing for the most part on the Grand River Road, otherwise the Mohawk Road, on the messuage and premises, lands, tenements, and hereditaments hereinbefore recited and alluded to) by a certain writing or endorsement at the back of the said indenture, which writing or endorsement bears date the twenty first day of May - in the year of our Lord, one thousand eight hundred and thirty three, and was signed, sealed, and delivered, in the presence of Robt Baldwin and A B Sullivan.

Now this Indenture witnesseth, that I, the said James Such, for and in consideration of the sum of seven hundred pounds of lawful money, to me in hand well and truly paid at and before

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at and before the sea
receipt thereof I the
and discharge the said
granted, bargained,
bargain, sell, assign
all my

Received this fifteenth day of October one thousand eight hundred and thirty five of Mr William Such the sum of seven hundred pounds of lawful money, being the consideration mentioned in the within indenture. Witness my hand

James Such

Such's deed

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thousand

at and before the sealing and delivery of these presents, by the said William Such, the receipt whereof I, the said James Such, do hereby acknowledge, and therefrom do fully acquit, and discharge the said William Such, his heirs, executors, administrators, and assigns - have granted, bargained, sold, assigned, transferred, and set over, and by these presents do grant, bargain, sell, assign, transfer, and set over unto William Such of (or late of) London - aforesaid all my estate, right, title, interest, possession, term of years to come, claim, and demand whatsoever, which I, the said James Such, now claim, or may or ought or should have, in and to the said messuage, and premises, lands, tenements, and hereditaments, with the appurtenances thereunto belonging, by force, and by virtue of, the said recited indenture or deed of assignment, together with the endorsement in my favor on the back thereof, (subject nevertheless to a certain mortgage of my interest and estate as aforesaid therein to the late James Durand, which mortgage was originally for fifteen hundred pounds and of which one thousand pounds remain yet in arrear exclusive of interest.) to the said William Such, to have and to hold the said messuage, lands, tenements, and hereditaments, together with the appurtenances thereunto belonging, for and during the rest, remainder, and residue of the term by the said indenture or deed of assignment, and by the writing or endorsement at the back thereof granted, bargained, assigned, sold, transferred, and set over and yet to come and unexpired, in as large, ample, and beneficial a manner, to all intents and purposes as I, the said James Such, have, or might should or ought to have, and enjoy the same - according to the true intent and meaning of this presents. In witness whereof, I have hereunto set my hand and seal, this fifteenth day of October month, in the year of our Lord, one thousand eight hundred and thirty five

James Such.

Signed, Sealed, and delivered,
in the presence of
Deputo.

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POOR COPIE

at and before the sealing and delivery of these presents, by the said William Such, the receipt whereof I, the said James Such, do hereby acknowledge, and thereof do fully acquit, and discharge the said William Such, his heirs, executors, administrators, and assigns - have granted, bargained, sold, assigned, transferred, and set over, and by these presents do grant, bargain, sell, assign, transfer, and set over unto William Such of (or late of) London - aforesaid all my estate, right, title, interest, possession, term of years to come, claim, and demand whatsoever, which I, the said James Such, now claim, or may or ought or should have, in and to the said messuage, and premises, lands, tenements, and hereditaments, with the appurtenances thereunto belonging, by force, and by vertue of, the said recited indenture or deed of assignment, together with the endorsement in my favor on the back thereof, (subject nevertheless to a certain mortgage of my interest and estate as aforesaid therein to the late James Durand, which mortgage was originally for fifteen hundred pounds and of which one thousand pounds remain yet in arrear exclusive of interest.) to the said William Such, to have and to hold the said messuage, lands, tenements, and hereditaments, together with the appurtenances thereunto belonging, for and during the rest, remainder, and residue of the term by the said indenture or deed of assignment, and by the writing or endorsement at the back thereof granted, bargained, assigned, sold, transferred, and set over and yet to come and unexpired, in as large, ample, and beneficial a manner, to all intents and purposes as I, the said James Such, have, or might should or ought to have, and enjoy the same - according to the true intent and meaning of this presents. In witness whereof, I have hereunto set my hand and seal, this fifteenth day of October month, in the year of our Lord, one thousand eight hundred and thirty five

James Such.

Signed, Sealed, and delivered,
in the presence of
Deputo.

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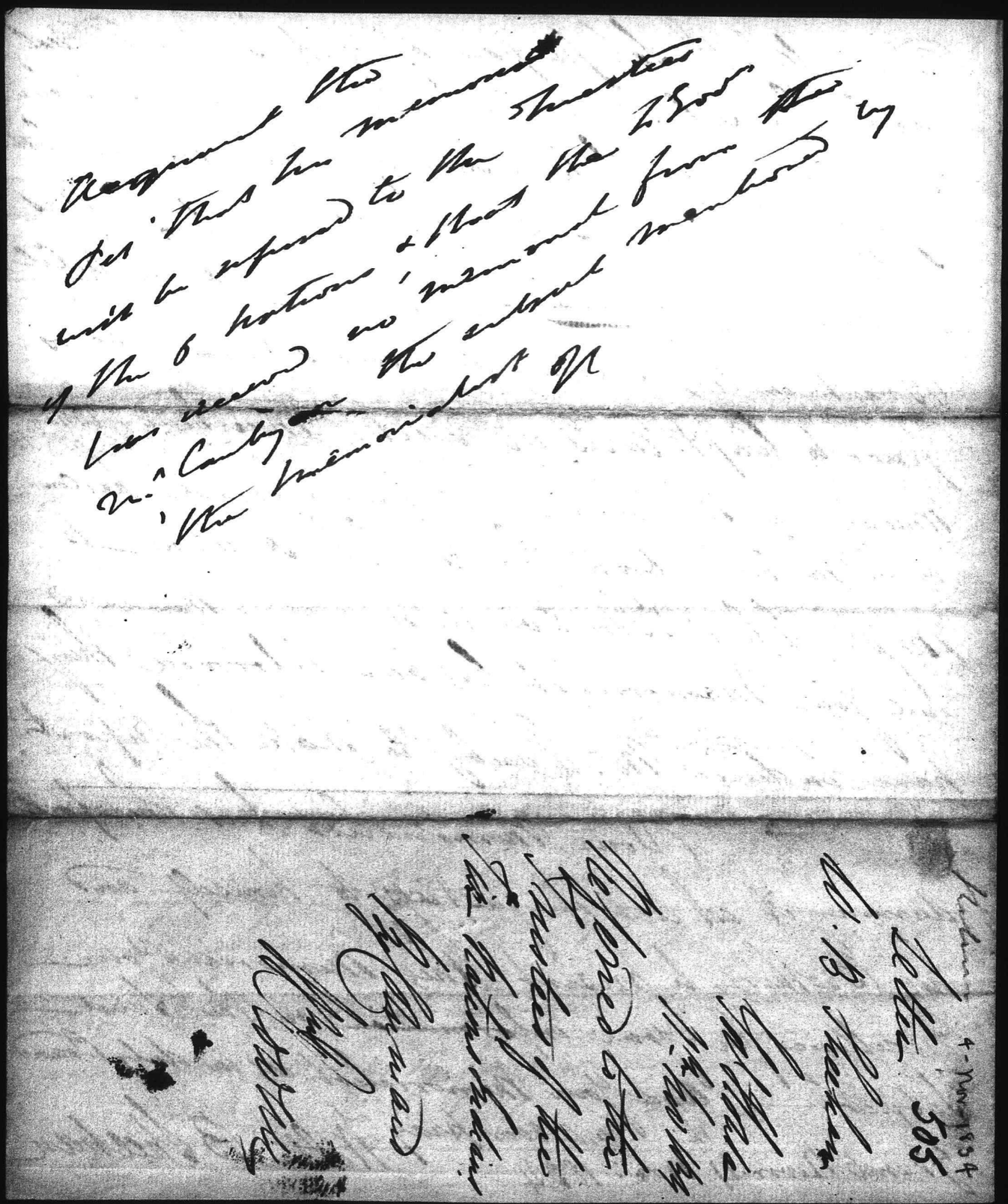

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To His Excellency Sir John Colborne K. C. B.
Lieutenant Governor of the Province of Upper
Canada and Major General Commanding His
Majestys Forces There &c &c &c

506

The Memorial of Walter Butler
Sheehan of the Grand River.— Humbly Sheweth that
Your Memorialist is the Son of the Late Walter
Butler Sheehan formerly a Lieut in His Majestys
34th Regt of Foot who Served during the Revolution
in the Revolted Colonies having also Served a long time
in the Indian Department and having rendered very
important Services to the Said Five Nations the late
Col Brant agent for the said Nations in Solemn Council
Granted Your Memorialists Father a Tract of Land
Containing Twelve Hundred Acres of Land on the Bank
of the Grand River for 999 Years, that the Original
Lease has been duly laid before the Trustees and has
been proved to be Authentic, and Your Memorialist has

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has been informed, it has been Confirmed by them, that
your Memorialist and his Brothers have been in
possession of the said Tract for Forty Years and have
made very large Improvements on the same, that
Mr Bernard applied to your Memorialist for a
Copy of the Original Lease, which was furnished
him from Your Excellency's Office. that he Surveyed
the Tract according to the Lease and the Map given to
him by the Surveyor General and Without the interference
of any other person, and it appears to have been Correctly
done, that your Memorialist has been informed
that Mr. Canby has presented a Petition to Your
Excellency stating that the said Tract has been
incorrectly Surveyed. this Cannot be the Case it is Evident
that the Error must have been made by the person
from whom Mr. Canby purchased from, having very
improperly Located his Land opposite to Dunmore

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Dunnville for the Sole purpose of making it more Dial-
-uable for Sale. that Tract should Not have been
Surveyed untill the Boundaries of Your Memorialist
Fathers Tract Was duly Ascertained, as his Was
the Most Ancient Lease ever given by the Late Col
Brant in this Vicinity and is many years
prior to Capt.n Earls, or Doctor Muirheads, who's
Widow your Memorialist has been informed has con-
-veyed the Tract Owned by her late Husband to
Mess.rs Clark & Street on Account of a Mortgage
and Your Memorialist has been informed they
have induced Mr. Canby to make the Report

Your Memorialist has therefore
deemed it an Act of justice to himself and
his Brothers, to present this Memorial to Your
Excellency for Your information on the Said
Subject. — And Your Memorialist as in duty Bound
will ever pray Walter B Sheehan

Grand River 4th Nov.r 1834

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8 Nov 1834.

Memorial of

J. B. Patrick

relating to

Indian Lands

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To His Excellency

Major General Sir John Colborne K. C. B.

Lieut. Governor of the Province of

Upper Canada

The Memorial of Thomas Chase Patrick of Brantford in the District of Gore in the Province of Upper Canada: Gentleman

Sheweth

That sometime in the month of June last your Memorialist arrived from England with his family in this province, and shortly afterwards and before he was acquainted with the Orders in Council passed in the year 1802 relating to Indian Lands entered into treaty with, and purchased of, Henry Brant one of the Sachems or Chiefs of the Mohawk Tribe of Six Nation Indians, a certain Tract of Land lying on both sides of the Grand River, part whereof had been cleared and improved by the said Henry Brant; and by an Indenture bearing date the 16th day of July last the same tract or parcel of land containing 234 acres and coloured pink on the annexed map, were in consideration of the sum of Two hundred pounds Currency paid to the said Henry Brant duly surrendered and assigned to your Memorialist

That your Memorialist also entered into treaty with

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with Oneida Joseph one of the Sachems or chiefs of the Oneida Tribe of the said Six Nation Indians for the purchase of another parcel of land adjoining to the before mentioned tract, containing fifty four acres, (coloured yellow on the map) but whilst such negotiation was pending Mr Lloyd Richardson arrived at Brantford, and not knowing that your memorialist was in treaty for the same purchased the said last mentioned lands of the said Oneida Joseph for the sum of One hundred pounds Currency - By an arrangement of mutual accommodation subsequently made between your memorialist and the said Lloyd Richardson your memorialist hath however been allowed to have the said land in exchange for eleven acres of the land bought by your memorialist of Henry Brant, (marked with ~~D~~ on the map) and Eighty Pounds Currency in money, being the difference between the quantities, at the prices respectively paid for the same: your memorialist therefore stands possessed of the remaining 223 acres purchased of Henry Brant and the 54 acres bought by Lloyd Richardson of Oneida Joseph making together 277 acres

That your memorialist purchased all the said lands without

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without any intention to resell the same or to speculate therewith; but he purchased them with a bona fide intention to cultivate and improve them; and in proof of such fact he begs to submit to your Excellency that he hath already expended a considerable sum of money in addition to the money paid for the purchase of the said lands, in building a House of dimensions large enough for the reception of his numerous family, and in clearing and other agricultural improvements. —

That your memorialist is aware to understand that it is customary to sell by Auction for the benefit of the Six Nations Indians the fee simple of the lands surrendered by them, subject to a condition that all monies paid for, or expended in improvement of the same shall be re-imbursed to the Occupier by the purchaser; but your Memorialist ventures most respectfully to submit to your Excellency that under the circumstances herein detailed the competition of a public Sale would exceed the measure of justice due to the Indian Nations and might place your Memorialist in a Situation of extreme hardship, inasmuch

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inasmuch as that in the first, which a new and even

Settler in the Province, would find it his interest to bid

for the immediate possession of a commodious and

agreeable residence, it would be impossible to distinguish

the value of the land in its original state from the

value of the advantages attached to it by your Memorialist,

for although the condition before mentioned would afford,

to your Memorialist the return of the actual money disbursed,

he would obtain no consideration for the time consumed -

the labour employed - and the judgment exercised in erecting

buildings and converting wild land into a state of

usefulness and fertility; and nothing could repay him for

the anxiety he would again be subjected to by having

a new home to seek for his family: your Memorealist

must therefore in such case either pay a price - most

probably an exorbitant one - for advantages conferred

by himself, or surrender his possession again to encounter

the privations and inconveniencies of a new domicile; -

while on the other hand an estimate by competent persons

of

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of the value of the land previously to its being cleared would fix a price for the fee simple which it would be equitable towards your Memorialist to impose and just towards the Indian Nations to exact

Your Memorialist therefore humbly prays that your Excellency will allow him to retain the Lands purchased as above set forth; and that he would be pleased to direct that a valuation should be made of the same without reference to the improvements; and that your Memorialist may be permitted to have a Grant thereof from the Crown on payment of such price, and upon the terms and conditions on which Crown Lands are usually sold in the Province; and that Your Excellency will be pleased to make such further or other order in the matter as will in the judgment of Your Excellency meet the justice of the case and to Your Excellency shall seem fit

And your Memorialist as in duty bound will ever pray &c &c

F. B. Patrick

Brantford the 2d. Novem.r 1836.

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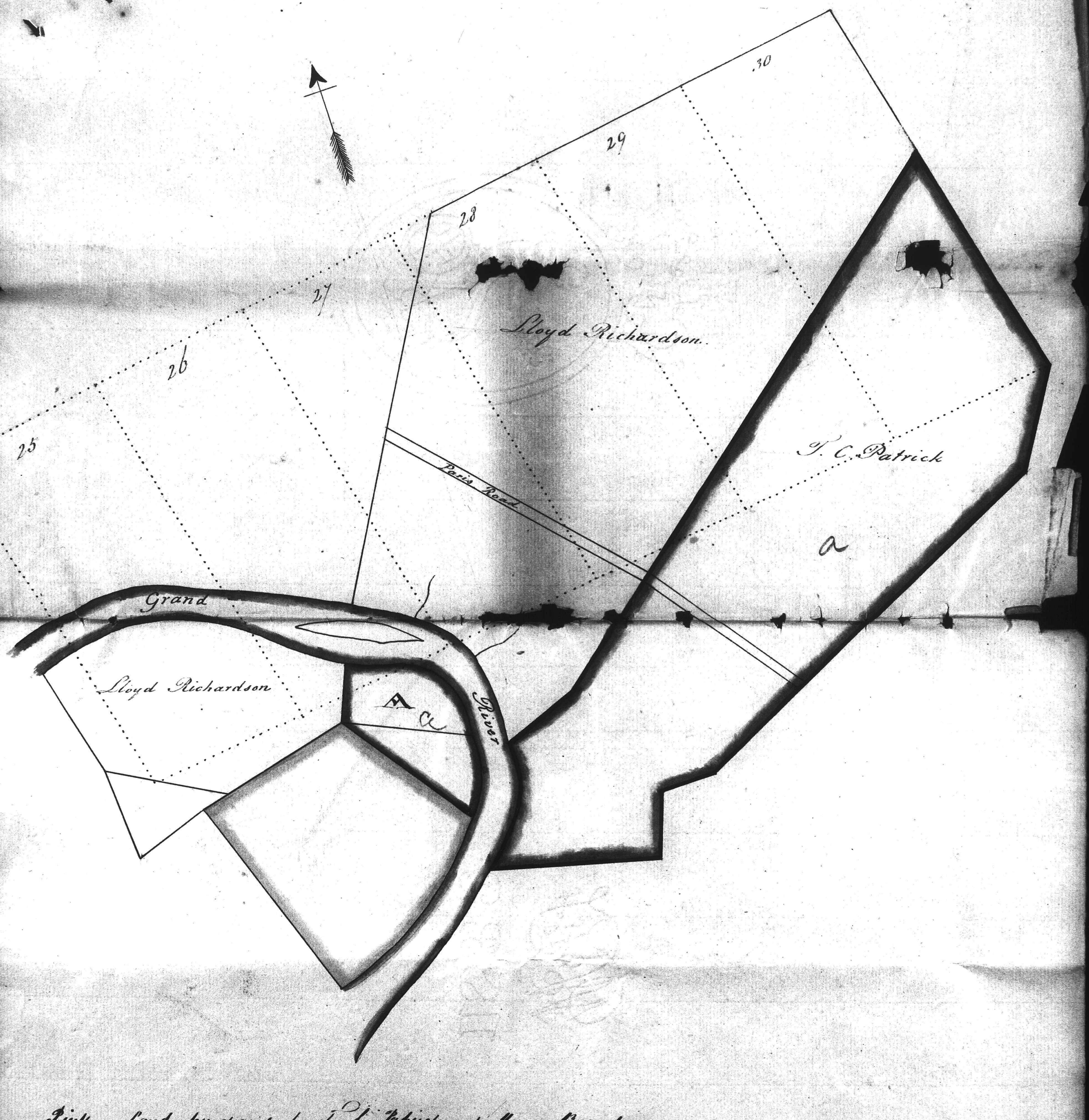

Pink — Land purchased by J. C. Patrick of Henry Brant

Yellow — Land purchased by Lloyd Richardson of Canada Joseph and afterwards given up to J. C. Patrick

A ——— Land made over to Lloyd Richardson in part payment of that purchased by him of Canada Joseph.

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Memorial of
Lloyd Richardson
8th Nov.r 1834

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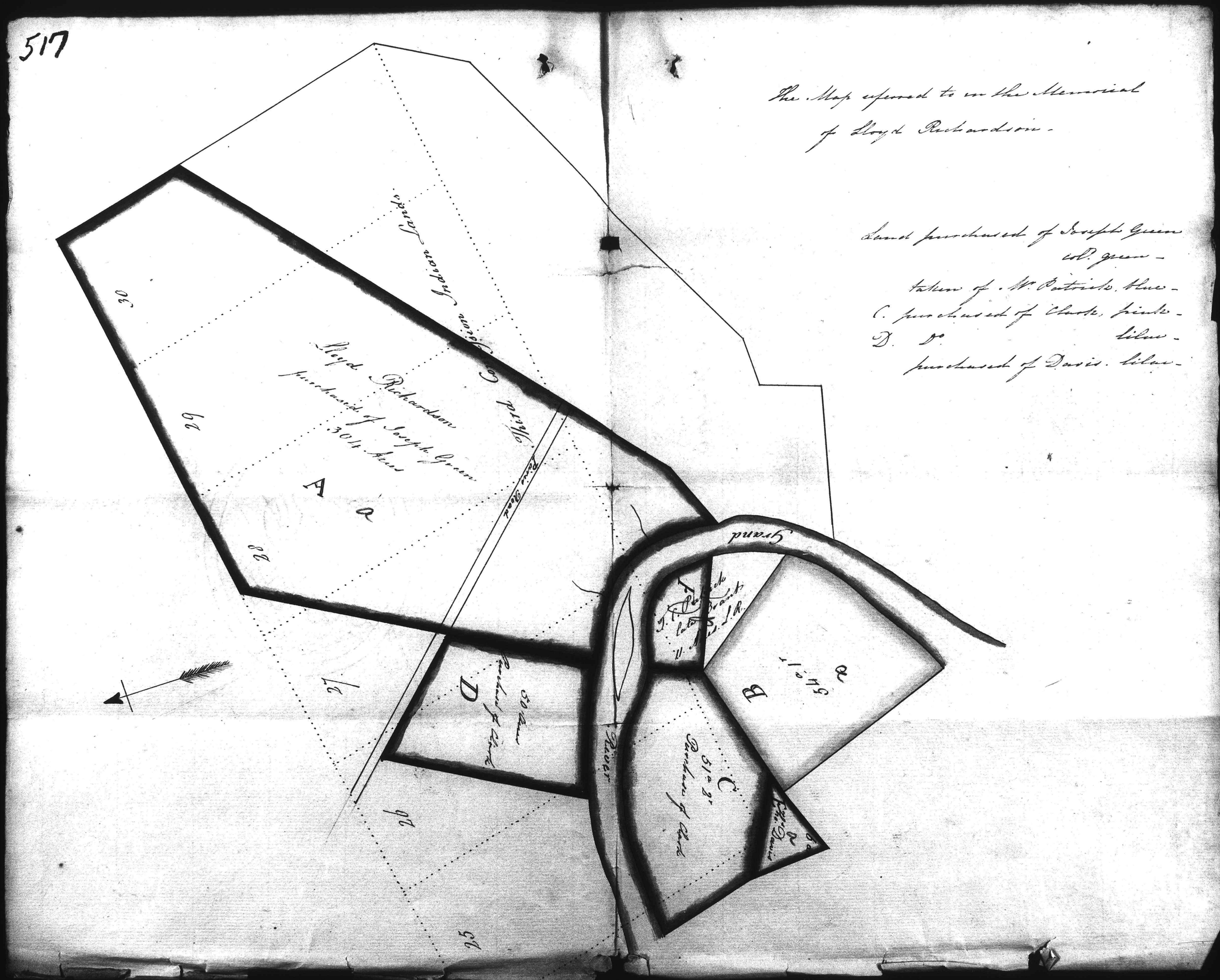

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The Memorial of
Lloyd Richardson

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8 Nov 1834

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To His Excellency
Major General Sir John Colborne K.C.B.
Lieutenant Governor
of the Province of
Upper Canada -

The Memorial of Lloyd Richardson
of Brantford in the District of Gore
in the Province of Upper Canada
Gentleman

Sheweth)

That your Memorialist shortly after his arrival in the Province and sometime in the Month of July last entered into treaty with and ultimately purchased of Joseph Green a Native of the Mohawk Tribe of the Six Nation Indians residing on the Grand River Tract or Territory of the said Six Nation Indians a certain Tract of Land on the said Grand River Tract, part whereof had been improved by the said Joseph Green and by an Indenture bearing date the 14th day of July last the same tract of Land containing three hundred and four . Acres

/ and

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and marked A on the annexed Map was in consideration of the sum of five hundred dollars paid to the said Joseph Green duly surrendered and assured to your Memorialist

That your Memorialist hath also agreed with Thomas Shade Fabick of Brantford aforesaid Esquire to purchase of him a piece of land of about eleven Acres marked F on the annexed map part of a tract of land purchased by him of Henry Grant -

That your Memorialist afterwards and on or about the 29th day of September last agreed with William Clark Sonah Clark and James Clark all English Farmers residing on the next mentioned Tract of Land to purchase of them for the price of four hundred Dollars Two tracts of land marked C and D on the annexed Map containing (together

2

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together one hundred and four Acres and one rood the land marked C containing fifty two Acres and one rood being greatly cleared, and which tracts are held by them under a lease thereof made to them by Thomas Davis an Indian of the said Six Nation Indians, for the term of twenty one years from the first day of January last, and which said last mentioned lands, are in immediate contiguity to the land purchased by your Memorialist of the said Joseph Green

That your Memorialist hath also agreed with the said Thomas Davis for the purchase of an improved piece of land (adjoining to the said tract of land marked C) containing six acres and marked E on the annexed map.

That your Memorialist hath also agreed with the said Thomas Davis for the purchase of twenty five Acres of land (not laid down on the annexed map) part of a Cedar (Swamp

3

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Swamp belonging to him at the price of Seventy five Dollars.

That your Memorialist hath not completed either of the said three last mentioned purchases but hath paid one hundred dollars in part of the money for the said Lands marked C and D your Memorialist having since he agreed for the same become acquainted with the Act in Council relating to Indian Lands passed in the year 1802 but with the sanction of your Excellency he is ready and willing and anxious to complete the same.

That your Memorialist purchased all the said Lands without any intention to resell the same, but he purchased them with a true and bona fide intention to cultivate and improve them, with the exception of the Cedar

(Swamp

4

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Swamp which your Memorialist purchased for the purpose of furnishing rails and timber for other purposes on his farm.

That your Memorialist is actually resident on the said Lands and in addition to the sums of money already expended by your Memorialist in the purchase of the said Lands, he hath also expended, a large sum of money in the improvement of the buildings thereon, and in preparing a frame for a house of large dimensions on the same and also in clearing and draining and in other agricultural improvements thereof.

That your Memorialist hath understood that on the sale of land set apart for the benefit of the Six Nations Indians when surrendered by them

5

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them there is a condition that the purchaser shall satisfy the occupier for all monies paid or expended in the improvement of the occupation; but your Memorialist begs most respectfully to submit to your Excellency, that under the circumstances in which your Memorialist is placed, the competition of a public sale would exceed the measure of justice due to the Six Nations Indians, and might be the means of placing your Memorialist in a situation of extreme hardship, inasmuch as in the price which a new and wealthy settler in the Province would find it his interest to bid for the immediate possession of land improved by drainage and cultivation, and the advance made (towards

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towards the building of a commodious
residence it would be impossible
adequately to distinguish the value of
the land in its original state from the
value of the advantages attached to it
by your Memorialist; for although such
condition would assure to your
Memorialist the return of the actual
money disbursed by him, he would
obtain no consideration for the time
consumed, the labour employed, and
the anxiety, he has already undergone
in erecting and preparing for the
erection of his buildings, and in
converting the wild land into a
state of usefulness and fertility, and for
that anxiety, increased as it would be
by the prospect of a new settlement
to form, your Memorialist considers
that no pecuniary recompence could
avail

7

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avail - your Memorialist would therefore under such circumstances be compelled either to pay an exorbitant price for advantages which he has created or to surrender his possession again — — — — to encounter the privations and inconveniences attendant upon the formation of a new settlement - while on the other hand an estimate by competent persons of the value of the land previously to its being cleared would fix a price for the fee simple of it which it would be equitable towards your Memorialist to impose and just towards the Indians to require

Your Memorialist therefore humbly prays

That your Excellency would allow your Memorialist to

(complete

8

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complete the purchases
made by him of the said
William Jonah and James
Clark and Thomas Davis
and that he may be
allowed to retain the land
purchased by him of the
said Joseph Green.

And that your Excellency
will direct a valuation to
be made of and a price
to be fixed on all the
said lands without
reference to the improvements
thereon and that your
Memorialist may be
permitted to have a grant
thereof from the Crown on
payment of such price
and upon the terms and
conditions on which Crown
Lands are usually sold

(in

9

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in the Province.

And that your Excellency will be pleased to make such further or other Order in these matters as will in the judgment of your Excellency meet the justice of the case or to your Excellency shall seem fit.

And your Memorialist as in duty bound will ever pray &c.

Lloyd Richardson.

Brantford
8th November 1834.

10.

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Mr. Merritt
28 Nov. 1834

Canby

529

William Hepburn Esq.
on the Trustees of the Six
Nations Indians
Toronto

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530

Welland Canal Office
St. Catharines 28 Nov 1834

William Hepburn Esq

Sir

An application was made from this Office to the Government House some time since to obtain information on the subject of a Lot of Land held by Benjamin Canby Esq. under Doctor Muirhead. It appears by your report to His Excellency of 17th that the Lease from Mr. Sheehan, having the oldest dates, should govern the Surveys now to be made. It appears from Mr Burwell's admission to Mr Steel and Canby that the original boundary will give the Heirs of Mr Sheehan their full quantity - The boundary laid out by Mr Burwell does not correspond with the original Survey or boundary, and I fear will lead to great confusion. I would most respectfully suggest, to avoid that confusion, whether it would not be judicious to have a Resurvey of those three Estates - Sheehans, Earls & Muirheads

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by Mr Burwell and Mr Tell, the Surveyor who originally run the line, befor the Patents issue - for should they issue according to the last Survey great injustice will be done to the Estate of Dr. Muirhead, who sold Mr Canby. I will thank you to inform me whether that means can be adopted

I am Sir

Your mo. ob. Servt.

Wm Hamilton Muirhead

Pres. L. W. Clo.

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3rd December 1834.

Saml. Street Esq.

532

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533

the Hon'ble John H Dunn Niagara Falls Dec 3d 1834

797 George H Markland Chippawa

and William Hepburne Esquire

Trustees for investigating claims to Indian Lands.

Gentlemen.

In compliance with a notice inserted in an Upper Canada Gazette dated 26 November 1832. I on the 7 February 1833 enclosed to Colonel James Givins Chief Superintendant of Indian affairs Copy of William Sturges conveyance to me on the 16 March 1825 of half an acre and 4 perches with Buildings, in the village of Mount Pleasant, parcel of Lot No. 9 on the west side of the Road thro' that village to Long Point so distinguished at that time. Together with a Copy in my possession of a Copy of the late Captain Brants Lease for 999 years to Amos Sturges of the said

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Lot No. 9 208 acres dated 1st October 1802 534

with a view to obtain information of your decisions on such - and particularly this claim I enclose copies of the same with copy of my letter to Colonel Givins - and beg leave to state that unless - Mr Sturgis's conveyance to me is confirmed in my favor direct from the yor Trustees - great fear is to be apprehended that if I succeed at all in getting the conveyance confirmed by Mr Sturgis - if alive, or his Heirs if deceased it will be attended with great trouble - The property being in the possession of another person who procured me the transfer from Mr. Sturgis to hold in security for a debt against the occupier in favor of an Estate which I represent as an Executor - Your consideration of the situation in which I am placed as regards this security - and your favorable decision for the Heirs and Creditors who look to me will be gratefully acknowledged by them - and Respectfully Gentlemen - Your very Obedt Servt Samuel Peters.

10th Dec. 1834. Wrote to Mr. Peters requiring the production of the original lease from Brant or a certified copy from Dep. - 535

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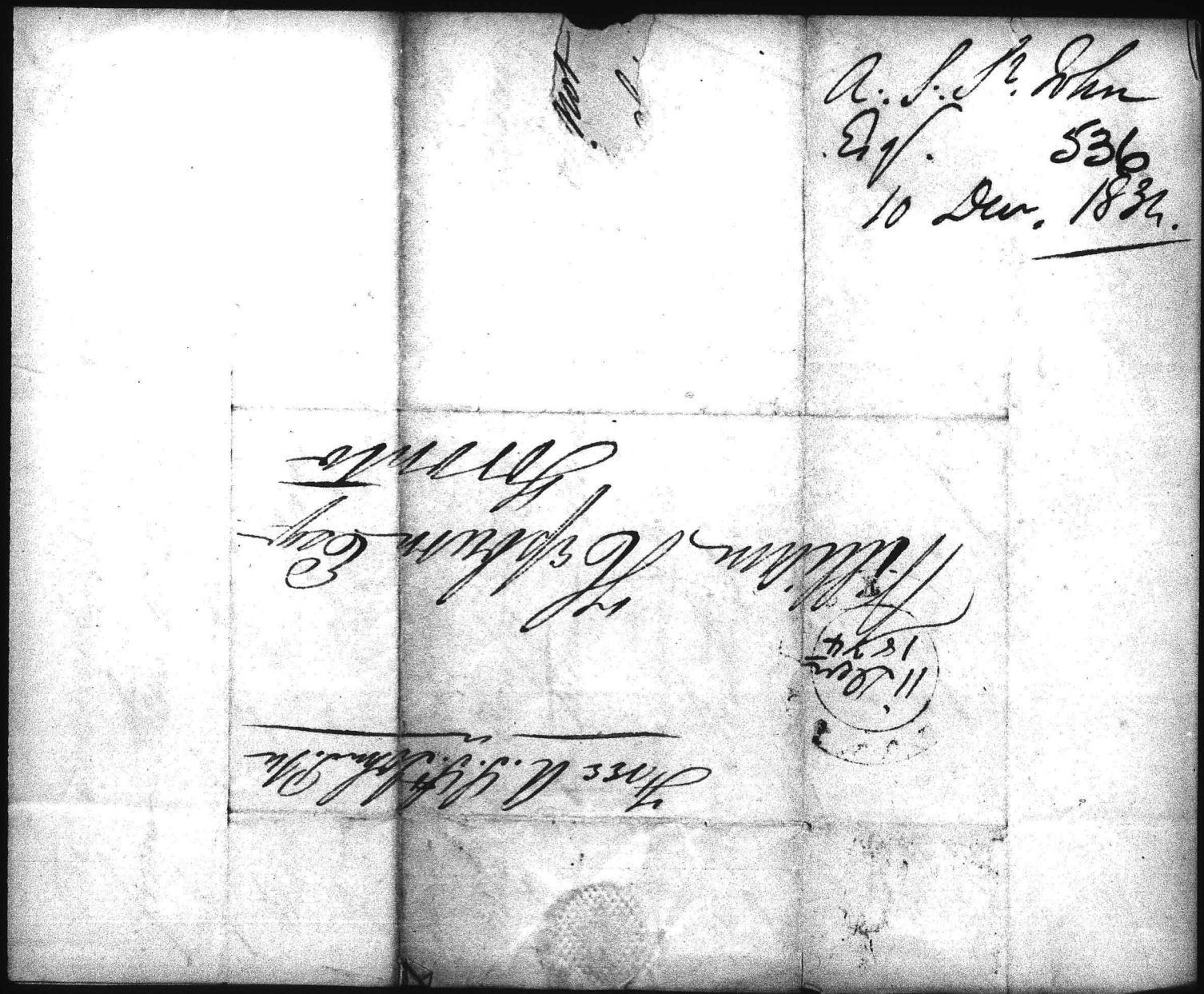

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16 Dec. Answd

Dundas 10th Oct 1834

537

William Hepburn Esqr

Dear Sir

In behalf of several of the Residenters on the Grand River permit me to make some inquiries in relation to a Schedule that has lately come out in the Public Prints Viz; in Schedule No. 1. the names of several persons as recommended to have their Titles to Lands on said River Confirmed by their producing their Deeds and some by producing their Deeds; They wish to know whether or not it is meant

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the Original Leases or those derived from them as Leased Out in Smaller parcels as the Original Leases are Most of them filed in the Office of the Trustees already as they inform me — And also how soon the Titles will be Confirmed and Government Deeds issue on them — And whether or not Catharine and John Burnham's Claim on the South Side of the River is to be Confirmed —

Your reply to the foregoing will confer a favor on

Your Obdt
Servt
A. S. St. John

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See Report within

~~Warner Nelles~~

William Cook

Gov. House

17th Dec. 1834

Referred to the Trustees of the Six Nations Indians.

By Command

Wm Rowan

24

539

Dec. 12 1834

Warner Nelles

Secretary

To his Excellency Sir John Colborne

Toronto

Col. Rowan

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Dec 12 1834

540

To his Excellency Sir John Colborne K. C. B.

Sir,

I am requested by William Cook to state to your Excellency that I know the late Captn Joseph Brant did give Nicholas Cook (father of the above mentioned Wm Cook) a certain tract of land for his services; and I am aware that Wm Cook has paid the taxes on it since it has been in his possession

I am with respect
your Excellency's
most Obedt Servant
Warner Nelles

Grand River
Decr 12th 1834.

Report.

It will be found a reference to the second Schedule of the Report of the Trustees on the Grand River claims that William Cook's claim (Bundle B: 30) is disallowed — It appeared from certain affidavits laid before the Trustees that his father had been

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a Letter to the Indians and that Captain Joseph Brant in consideration of his services had promised him a Lease of 200 acres of land which was never executed. The trustees consequently, (acting upon the rule they had laid down of rejecting Applications in all cases) rejected the claim disallowed this claim. Major Winniett states that if the present claim was submitted to the Indians they would probably confirm it. If so the claimant had better pursue this course. but the trustees cannot alter their decision.-

City of Front
18th Dec. 1834

William Kerby
a Trustee of the Six
Nations Indians.

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Mr. Fell
22 Dec. 1834.

Rec'd from Mr. Markland
29 Dec. 1834.
W. H.

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543

Indiana
Grand River
22d Dec 1834

Hon'l. Sp. H. Markland

Sir

Having observed that you are one of the Commissions on the Indian Lands on Grand River I've leave to enquire what the decision is relative to the A. Jones Tract, in the County of Haldimand — having a Title from him for a Lot therein. — & should his Title not be considered good by the Commissions, whether I could not have the refusal of said Lot from the Government. —

Your reply would confer a favour on

Your very Obt Servt

Wm. Fell

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Mr. Burwell
29 Dec. 1834
Grand River Ds

W. B. Sheehan
Capt. Earl
Dr. Muirhead

544.

BRANTFORD
DEC 30

Miliam Hepburn Esq
p p p
Toronto

PAID

12

Paid

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Received 31st Dec. 1834 W. H.

545

Brantford 29th Decr. 1834

Sir,

As there is a Clashing in the Claims of Walter B. Sheehan, Capt. Hugh Earl and Doctor Muirhead, in the Township of Dunn, I am requested to write the Trustees of the Six Nations and request they will not Cause any Grants to issue for Either of the parcels claimed by the above parties or persons until I can re-examine the Ground and Report upon the same. I beg to say that I shall be able to perform that Service for the parties in a few days, when I shall be able to give what information I may not have got in possession of when performing the Survey for the Government.

Sir

Your most obedient
Humble Servant
Lewis Burwell
D. J. Surveyor

William Hepburn Esqr
" " "
Toronto

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Indian Affairs

Indian Land Records

Six Nations (Grand River) Superintendency

Six Nations Grand River Claims, 1788 - 1844

(RG 10, Volume 105)

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17 Jan 1810

Copy to be filed

1810

Lease

Six Nation Indians

to

John Nelles Esq Their Attorney

Joseph Brant

No. 1601

I do certify that a memorial of the within Deed is registered at the office of Register for the Counties of Lincoln and Haldimand this 11th July 1810 at 11 O'Clock A.M. in Book D. folio 404.

(Signed) Jno. Powell
Register

Registg. Meml.	2.6
Certificate	2.6
550 Addl. words	5.6
	10/6

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Copy

(2)

This Indenture made the seventeeth day of January in the year of our Lord One Thousand Eight Hundred between the Six Nations of Indians of the Grand River and Province of Upper Canada, and Joseph Brant of the same place, of the one part and John Nelles of the said Grand River of the other part. – Whereas the said Six Nations of Indians by a certain writing or Letter of Attorney under their Hands duly executed dated the second day of November in the year One Thousand Seven Hundred and Ninety Six, at Barton (Burlington Bay) among other things therein contained, did Authorise the said Joseph Brant, in the Name of them the said Six Nations and on their behalf, to execute Leases of such part of their Lands on the said Grand River, as by the said Joseph Brant might be thought fit to be Leased. – Now This Indenture Witnesseth That for and in consideration of the covenants and agreements herein after mentioned reserved and contained on the part and behalf of the said John Nelles, to be paid done and performed, they the said Six Nations of Indians, by their said Attorney Joseph Brant, have granted demised Leased set and to farm letten; and by these presents do grant demise lease set and to farm let unto the said John Nelles his Heirs and Assigns, all that certain parcel or tract of Land, situate Lying and being on the west side of the said Grand River and opposite to the Farm of William Nelles, bounded as follows, that is to say, Beginning at three certain white Oak Trees standing and growing in a cluster on the edge or Bank of the said River, marked I N. thence up the said River thirty four chains on a straight course to a stake marked I N. thence south forty five degrees west, carrying the full Breadth of the said Thirty four Chains, so far as to contain full Three Hundred Acres. – Also one other parcel or tract of Land adjoining the before mentio

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Tract of Land Bounded as follows, that is to say, Beginning at a stake mar-
-ked IN. being the Northeast corner of the last mentioned tract of Land
thence running up the said River Eight Chains on a strait course thence
South forty five degrees west, thirty Chains to a white Oak Tree marked
IN thence South forty five degrees East Eight Chains, to the Northerly
side of the last mentioned Tract of Land, and from thence to the place
of Beginning, containing another Quantity of Land of full Twe[illegible]
Acres.— which said two parcels or tracts of Land are comprised within that
territory upon the said Grand River, appropriated and Granted by prom-
-ise to the said Six Nations of Indians, By His Excellency the late
General Frederic Haldimand under his Hand and Seal, dated at Quebec
the Twenty fifth day of October in the year of our Lord One Thousand
Seven Hundred and Eighty Four, and duly enregistered, in consideration
of the Losses sustained, by the said Six Nations of Indians of their
settlement within the territory of the American States, together with the
reversion and reversions remainder and remainders, rents issues and profits
of All and singular the said premises and every part and parcel there
-of, with the appurtenances. To Have and to Hold, the said par-
-cels and tracts of Land, with the appurtenances unto the said John
Nelles His Heirs and Assigns, from the day of the date of these presents
for and during and untill the full end and term of Nine Hundred and
Ninety Nine years and fully to be complete and ended; yeilding and
paying therefore unto the said Six Nations of Indians their Heirs or
Assigns the yearly rent of One pepper Corn at the expiration of each
and every year, if the same be lawfully demanded.— And the said Six
Nations of Indians do furthermore covenant by their said Attorney
Joseph Brant, that the said John Nelles shall and may peaceably and
quietly, have hold occupy possess and enjoy the same tracts and parcels of
Land herein before Granted and demised, without the lawfull let suit trouble
Molestation erection expulsion or interruption of or by them or any of
them, or any other person or persons whomsoever lawfully claiming or to

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claim by from or under them or any of them or by or with any of their privity, assent consent or procurement.— In Witness whe of the parties to these presents have hereunto interchangeably. their Hands and Seals the day and year first above written.—

Signed sealed and delivered
in presence of us — }

Signed J. B. Rousseaux

Signed William Nelles

Signed Jos. Bra

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List of the Claims of various parties to lands situated on the Grand River belonging to the Six Nations Indians.

5

12

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List of Claimants to the occupancy of Grand River Lands, belonging to the Six Nation Indians. —

6

	John Files	1
	John Files Junr	2
	Joseph File	3
	Joseph File	4
	Ralph Johnson	5
	Enos Bunnel	6
	Enos Bunnel	7
	James Hammel	8
	Ralph Hunt Callan Sage	9
	Simon Capernaw	10
	William Boice	11
A	Abraham Petrie	12
	Abraham Hawley	13
	David Phelps	14
	Wm. Weir & Jn. Weir	15
	Jacob File	16
	Joseph Smith	17
	Malchi. Files, Benj. File & Benj. Hopkins	18
	David Parke	19
	Joseph Young	20
	James B. McKenzie	21
	William Dennis	22
	John Croker [another claim 207]	23
	John Lamisberry	24
	J. Muirhead	25
	Edward Evans	26
	Joseph Young	27
	Peter Young	28
B	Wilhelmus Bredenburg	29
	William Cook	30
	Jarvis Farmer	31
	Thomas Batson	32
	James Dodds	33
	Thomas Minshall	34
	Captain Earl	35
	Hiram Capron	36
	George Hamilton	37
	Catherine Brant and David Phelps	38
	William Muirhead	39
	Thomas Fokes	40
	Jacob File	41
	Hiram Kettle	42
	Wm. Edmonson & Wm. Edmonson	43
	David Jones	44
	William Curtis	45
	John Smith	46
	Charles Duncombe	47
	Ansel Hulbert	48
	Peter Young	49
	Jacob Whitemarsh	50
	William Perry Berry	51
B	Andrew Thomson	52
	John McDonald	53
	Thomas Martin	54
	Benjamin Cauley	55
	Adam Dockstader	56
	Perry Gifford	57
	Harvey Gifford	58
	Henry Mathews	59
	Christopher McDonald	60
	Jabesh Smith	61
	Joseph Dounce	62
	Hiram Gifford	63
	Catherine Burnham and John Burnham	64
	Henry & Jn. Burnham	65
	H. N. Camp	66
	Salmon Minor	67
	Benjamin Elliott	68
	Augustus Jones & John Dockstader & children	69
	Sarah Dennis	70
	John Blair	71

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William Johnson Kerr		
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Robert Joseph Kerr		73
Anne Agnes Kerr		
Mary Mary[t] Kerr		
Thomas Rymer		74
Luther Cooley		75
John Kelleridge		76
Stephen Burch		77
Abram Scovel		78
James Racey		79
~~Thomas~~ Jn[o] Showers		80
James Thomson		81
~~Daniel~~ John Showers Sen[r]		82
Daniel Spear		83
John Jilkes		84
Wm[m] D. Dutton		85
Geo: Kinger		86
John ~~Showers~~ Showers Sen[r]		87
Christian Young		88
Samuel Chapman		89
Thomas Parsons		90
John Loggog		91
Richard Thomas		92
Amos Batson		93
Jn[o] A. ~~Nelles~~ Wilkes		94
Nathan ~~Howard~~ Howell		95
John Ales		96
Samuel Batson		97
Justin Loomis		98
Daniel Hawley		99
Lawrence Vanhorn & Lake Van Spur		100
William Walker & John Van Patter		101
William ~~Hance~~ Hance		102
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David Schofield and Joseph Scott		104
Elizabeth Money		105

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Rufus Johnson		114
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Christian Young		116
William Cook		117
Charles Anderson		118
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Ransom Hazelton		120
Samuel Street		121
John Young		122
James Cookshut		123
John Crooks		124
Andrew Nelles		125
William S. Smith		126
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Absalom Shade		130
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Andrew Nelles and Sarah Ruggles		136
Jacob Langs		137
John Campbell		
Christopher Batty		
Collin Parkins		138
Isaac Stockwell		
Jacob Auger		
James Elliott		

Mr Shade 25 Feb[y] 28

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Edward Vanderlip	162
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Allen M.c Allister	169
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John Hart	174

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Solomon Phelps	176
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Daniel Secord	182
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Andw. A. Benjamin	191
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do. I. McIntyre

2 Papers of Russell Hardy & A. Rose and Eliz. Hardy

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3 Memol. of T. C. Patrick &c

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3 John Bradley 1834
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No 1 Thos. Davis Ind. Chiefs memorial 1834

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Notes of a plan for the Survey & settlement of part of the land on the Grand River. ——

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Notes of a plan for the survey and settlement of part of the lands on the Grand River

The proposed to be settled to commence at the South boundary line of the Township of Dumfries and to extend six miles down the River which will include a tract of twelve miles by six and contains 44,080 acres — This tract to be surveyed into concessions and lots so as to correspond with the Township of Dumfries, this will divide it into six Concessions of one mile in length each which will make 38 lots in each concession, and leave ten chains for side roads — Total number of lots in the whole tract will be 228 and contain 200 acres each — Every Indian family settled upon the aforesaid lands to be allowed from 200 to 400 acres each according to the numerical strength of the family and to deduct such parcels of land as may have been leased by the late Captain Brant (say about 16,080 acres which will leave 30,000 acres to be leased as follows, the land in its present state to be estimated at one pound per acre which may be called its original value, this will make each lot worth £200 The lots to be leased to actual settlers for a term of 40 Years and to pay an annual rent of 5 per cent upon its original value or £10 Yearly rent for each lot — At the end of the first 20 Years

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Confirmation of
Miss Sarah Johnsons
Lands, on the Grand
River, Containing a
bout 590 acres -
15. August 1816

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We the Principal Chiefs, and Warriors of the Six Nations of Indians, on the Grand River in the Province of Upper Canada, do hereby Certify, and declare, That it is within our knowledge that our late agent, and Principal Chief Captain Joseph Brant, had, by our Consent, Surveys made of Certain tracts of Lands on the South West side of the Grand River, below the Brant farm, for the Sole use, and Benefit of the Daughters of Brant Johnson one of our Principal Chiefs, of the Mohawk Nation of Indians, and that the aforesaid Lands have been divided, between the aforesaid Daughters of Brant Johnson, lying and fronting, on the aforesaid River Containing in width full twenty Chains each lot, and extending back in rear to Lands Leased to E, Phelps &c - and that one of - aforesaid lots as laid down on the Map of the Grand River by the Surveyor of this District, Containing about five hundred, and Ninety acres of - Lands, more or less, has actually been in the Peaceable Possession of Miss Sarah Johnson, one of the aforesaid Daughters of Brant Johnson, for more than twenty years past, in Consideration of which We the

under

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under Signed Chiefs, do agree Covenant, and
fully Confirm the afore mentioned tract of Land
as laid down on the said Map. unto the said Sara
Johnson, her Heirs Executors Administrators, and
assigns, as part of her Proportion of Lands on
the Grand river belonging to the Six Nations
of Indians, and we do further Promise that we
will always support, and Protect her the said
Sarah Johnson, in her Peaceable Possessions of
the afore described Lands, against all Persons
whatever Claiming any right, Title, or Interest
to the said Premises, as Witness our hands,
and Seals, At the Grand River this fifteenth
day of August, in the year of our Lord one
Thousand Eight hundred, and Sixteen

Signed Sealed and
Delivered in Presence of
Augustus Jones
Deputy Pro. Surveyor

his
Henry + Tekarihogen
mark
W. Hess
his
Paulus Pauls + Karonyontye
mark
Tho Davis
Henry A. Hills
Jacob. Lewis

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19. Hiram Capron Bundle B: 36 – Under ~~two Leases~~ a grant that to have been made by Brant dated 26 Jany 1797 and the other 1st March 1805. the Cattords stated to have been confirmed by the Indians in the first 1816 but the ~~Leases~~ Grant Sheet not produced – fr: to be confirmed on production of the Grant in the hands of Mils O'Reilly Hamilton

20 – George Hamilton Bundle B: 37 – Under a Court allged to have been made by Brant dated 26 Jany 1797 to Benja Camby Esq. – not produced qr same as the above cfeed with hands of O'Reilly – to be confirmed on production of Conveyance

21 – Catherine Brant & David Phelps BB 38 – Under a Lease partd by Brants Widow dated 9th March 1811 – disallowed

22 William Muirhead Bundle B 39 – Under a lease from the Widow of Joseph Brant dated 2d Sept 1829 – disallowed –

23. Thomas Fokes Bundle B: 40 – Under an agreement for a lease of 8 yrs between Henry Brant and Thomas Kitchen dated 14 Nov. 1831 – disallowed

24. Jacob Ale Bundle B: 41 – Under a lease granted to him by Isaac David an Indian and dated 8 March 1828 – disallowed –

25. Hiram Kettle & Jos. Degrow Bundle B: 42 – Under the orders of James Brant took possession in March 1831 – [See their Petition – no documents] disallowed –

26 – William Edmonson and Thomas Edmonson Bundle B: 43 – Under a purchase made from one Jacob Anjor 1830 [See their Petition to Comm of Crown Lands] disallowed

27. David Jones Bundle B: 44 – Under a Licence from an Indian Chief to improve and settle in a Lot Dated Oct 11th 1832 – disallowed –

28. William Curtis Bundle B: 45 – Under a lease from Brant dated 1 March 1805 to Augustus Jones – ~~confirmed~~ to be confirmed on production of the Lease –

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29. John Smith Bundle B: 46. Under a transfer from Fish & others Indians to him dated 7 February 1833 disallowed –

30. Charles Duncombe. Bundle B 47: Under a leave from Individual chiefs and others ~~for 1832~~ dated 20th Feby 1826 ~~disallowed~~ and 3 others dated 2 May 1829 – disallowed

31. Ansel Hulbert Bundle B: 48 – Under a leave from one David Day an Indian dated 20th Dec 1832 – disallowed –

32. Peter Young Bundle B: 49 – Under a leave from one James Husk an Indian dated 9 May 1828 – disallowed –

33. Jacob Wintmute Bundle B: 50 – Under a leave from one Wm Crawford an Indian to him dated 21 Sept 1830 – disallowed –

34. William Perzey Bundle B: 51 – Under a leave from one Joseph McTure dated 1 April 1826 disallowed –

35. Andrew Thompson Bundle B 52 – application to take the salt Springs between Dunville and Brantford q: this –

36. John McDonald Bundle B. 53 – States his claim like Under a licence of occupation from the Indians merely – Seeks letter to Col. Giving 1st Feby 1833 – disallowed [Son of Lieut McDonald who was killed with claimants brother at Chippewa]

37. John Martin Bundle B: 54. Under a licence of occupation from certain chiefs dated 28 June 1832 disallowed –

38. Benjamin Canby Bundle B. 55. Under a fee simple grant from Joseph Brant dated 29 Dec 1796 – confirmed –

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39. Adam Dockstader Bundle B: 56 - Under an underlease dated 1 May 1830 comprising part of certain premises alleged to have been originally leased by the Indians & confirmed by Brant - but the lease is not produced nor is the date of it stated in the Underlease - to be confirmed on prodn. of lease

40. Perry Gifford B: B. 57 - Under an Assignment dated 22 Nov. 1819 of ~~premises~~ part of certain premises therein mentd to have been leased by the late Joseph Brant to one John Doxtater by Deed dated 24th August 1811 for 999 yrs but not produced - claim to be confirmed on prodn. of the original lease or on satisfactory evidence of its loss or destruction -

41. Harvey Gifford B: B. 58 - Under a lease from one Wm Cook therein dated 20th January 1829 - disallowed -

42. Henry Mathews B: B. 59 - Under a Lease from Captn. Hainer an Indian dated 30 March 1826 - disallowed -

43. Christopher McDonald B: B. 60 - Under a Lease from one Joseph Meature an Indian dated 4 May 1829 - disallowed -

44. Jabesh Smith B: B. 61 - Under an ~~underlease~~ Assignment dated 6th Dec 1810 whereby one John Haff of part of premises therein stated to have been ~~demised~~ leased by Joseph Brant - but the orig'l lease not produced - to be confirmed on the production of it or on satisfactory evidence being adduced of its loss or destruction

45. Joseph Downie B: B. 62 - Under a lease dated 3 July 1832 from an Indian Chief to him - disallowed

46. Hiram Gifford B: B. 63 - Under a lease therein dated 1st May 1831 from one Lewis Delway - disallowed

47. Catherine & John Burnham B: B. 64 - Under an Assignment dated 15th Nov 1819 of premises therein mentd to have been ~~[illegible]~~ leased by Brant but lease not produced - to be confirmed on prodn. of lease or evidence of its loss or destruction -

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48. Henry & John Burnham B. B. 65 – Under a lease to them dated 21 Jany 1826 from Moses & Chief Petep (Indian Chiefs) – disallowed –

49. Horatio Nelson Camp B. B. 66 – Under an assignment to him dated 30 Jany 1833 from Henry Dockstater Senr of part of premises therein mentd to have been leased to John Dockstater Senr by Brant but lease not produced – to be confirmed on prodn of lease or satisfy evidence of its loss or destruction – q: as claim to amt. lease among the Papers –

50. Salmon Minor B. B. 67 – Under a lease from certain chiefs to him dated 1st January 1825 – disallowed –

51. Joseph Ellioir B. B. 68 – Under a lease from one Joseph Mea Tare an Indian to him dated 23 Febry 1829 – disallowed –

52. John Dackstiders Children B. B. 69 – See the affidavit of Augustus Jones of 11 May 1831 stating that in August 179[illegible] at the request & in company with Brant he surveyed and portioned off certain lands therein described for Dackstiders Indian children – that he examined a lease dated 19 Novr 1819 signed by several Indian chiefs to Dockstiders heirs of the lands which Jones had surveyed and contains a correct description of them – q: to be confirmed on prodn of the lease or on satisfy evidence of its loss or destruction & the facts stated in the affidavit of Jones –

53. Sarah Dennis B. B. 70 – Under a licence of occupation given to her by Brant and certain Indian chiefs dated Novr 15th 1806 – a copy only of the licence produced – to be confirmed on prodn of original licence or on evidence of its loss or destruction –

54. John & Boyd Alaw B. B. 71 – Under a lease from one John Curly dated 20th Octr 1828 – disallowed

55. Allen Comer Bundle C. 72 – Under a lease for 8 years from one Crawford an Indian – disallowed –

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56. Wm Johnston, Walter, Robert, Joseph, Anne Agnes and Mary Margaret Kerr children of Thigth Kerr Daughter of Mary Brant Bundle C: 73 – Under a grant from Joseph Brant and other Indian chiefs in fee simple dated 20th May 1796 – a copy only produced – to be ~~produced~~ confirmed on the prodn of the original grant or on satisfactory evidence of its loss or destruction –

57. Thomas Rymer B: C: 74 – See his letter to Col Givins of 6 Feby 1833 claiming a lot of land under a lease from Brant but which is not produced nor any documents referring to it – to be confirmed on prodn of lease or on satisfactory evidence of loss or destn –

58. Luther Cooley Jr B: C: 75 – See his letter to Col Givins of 31 Jan: 1833 claiming under a lease from Brant dated 1st May 1806 which is not produced neither any documents referring to it – to be confirmed as last – q: the claim of Elmyra Flood Cooley's sister under lease for 21 years from chiefs referred to in his letter but no documents sent –

59. John Ketteridge B: C: 76 – See his letter of 30 January 1833 to Col Givins stating his claim under a lease from an individual Indian – Dis allowed –

60. Stephen Burbeh B: C: 77 – See his letter of 30th Jany 1833 to Col Givins stating his claim under two leases from Brant one dated 1st Oct: 1801 the date of the other is not stated each for 999 yrs – to be confirmed on prodn of leases or on evidence of loss or destn

61. Abram Scovell B: C: 78 – See his letter of 31 Jany 1833 to Col Givins stating his claim under a ~~Brant~~ lease stated to have been signed by Brant and dated 1st Jany 1810 for 999 yrs ~~[illegible]~~ which was burnt – q: any part of it now remaining – it would appear that there is from this letter which states an indorsement to be on the lease alluding to the fact of the burning – to be allowed on the prodn of the remnant –

62. James Kaley B: C: 79 – See his letter of 25 Jany 1833 stating his claim under 2 leases one alleged to have been executed by Brant & dated 19 Feby 1805 and the other dated

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1st January 1808 but not stated to have been signed by Brant the first to be allowed on prodn of leave or evidence of loss or destruction the other to be disallowed except on proof of execution by Brant —

63. John Showers Bundle C: 80 — Under a leave from an Indian dated 23 Decr 1826 — disallowed —

64. James Thompson B: C: 81 — See his Petition to his Excellency stating his claim under a modern Indian leave — disallowed — applies to purchase at 15s per acre by instalments

65. ~~Daniel~~ John Showers Senr B: C: 82 — Under a modern Indian leave — See his Petition to His Excellency — disallowed — applies to purchase at 15s per acre by instalments —

66. Daniel Spear B: C: 83 — See Petition to H. E. stating his claim under a leave dated June 1829 — disallowed — applies to purchase at 15s per acre by instalments —

67. John Tilks B: C: 84. Under an agreement or covenant for a leave from one Peter John an Indian dated 10 Feby 1831 — disallowed —

68. Wm D. Dutton B: C: 85 — See his letter of 11 Feb 1833 to Col Jones claiming under leaves from Mary & Margaret Brant heirs of Isaac Brant — no dates given nor documents produced — disallowed but q: whether or not the orgl leave granted by Brant —

69. George Fonger B: C: 86 — Under an assignment ~~of part of premises therein~~ dated 30 Decr 1816 from one Jacob Lang junior of part of premises therein stated to have been granted by the Six Nations to Brant — q this claim —

70 — John Showers Senr B: C: 87 — q: this claim no documents sent upon which to form an opinion — the only paper sent is one signed by Wm Johnson an Indian selling his right to a piece of land to the claimant — disallowed at present —

71 — Christian Young B: C: 88 — Under a leave from one Abraham Liquors dated 25 Decr 1832 — disallowed

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72. Samuel Chapman Bundle C: 89 - See his letter to Col: Givins of 29 Jany 1833 stating his claim under a transfer of lease from Brant which lease is dated 20th Decr 1806 - the confirmed on production of the lease or evidence of its loss or destruction -

73. Thomas Parsons B: C: 90 - See his letter to Col Givins of 30th Jany 1833 stating his claim under two leases dated in March & December 1823 from individual chiefs disallowed -

74. John Loogog B: C: 91 - See his letter to Colfevins of 11 February 1833 stating his claim under a lease from one Jacob Johnson dated 25 April 1832 - disallowed

75. Richard Thomas B: C: 92 - Under an assignment dated 19 July 1828 of part of premises therein alleged to have been leased by Brant by deed dated 1 March 1805 for 999 yrs - orig. lease to be confirmed on prod. or evidence of loss or destruction -

76. Amos Batson B: C: 93 - Under a lease from Christiana an Jones Indian dated 21 Jan: 1829 - disallowed

77. John A. Wilkes B: C: 94 - Under assignments of a lease granted by Brant & dated 2 May 1801 for 999 yrs to Joseph Petrie - to be confirmed on prov. of the orig. of which a copy only is produced

78. John Oles B: C: 95 - Under a lease for 900 yrs from one Matthew Whiting dated 27 Nov 1824 - disallowed - NB. B.C. 96 - affidavit in support of Jones claim to payment as Surveyor

79. Saml. Batson B: C: 97 - Under a lease from one Wm Hill an Indian dated 28 March 1829 - disallowed

80. Justin Loomis B: C: 98 - See Mr St John's letter to Colfevins dated 13 Feby 1833 stating claim under two leases, one dated 14 April 1826 & the other 1st Jany 1832 purporting to be from two Mohawk Chiefs - disallowed -

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81. q: now Wrestling Wellington Daniel Hawley B: C. 99 – Under a lease from one George Fonger dated 11 Dec. 1823 for 960 yrs – disallowed 37

82. Laurence Van Horn and Lake Van Spur – B: C. 100 – Under transfer of a lease granted by Brant dated 19 May 1807 ~~which is produced~~ to Roswell Stevens for 999 yrs which is produced – confirmed –

83. William Walker & John Van Patter B: C. 101 – Under a lease from one Mary Simmington an Indian dated 7th January 1832 for 10 yrs – disallowed. –

84. William Holme B: C. 102. ~~Under 4 Leases~~ See his letter to Col: Givins dated 6 Feb: 1833 stating his claim under 4 leases dated resp'ly 20 Feb: 1825, 1st Jany 1831, 1st Jany 1831 and 23 July 1832 – q: from Individual Indians – disallowed as apparently being from individual Indians –

85. Isaac Whiting B: C. 103 – Under a lease to him from Brant dated 2nd May 1801 for 999 yrs – certified copy produced – confirmed –

86. David Schofield & Joseph Scott B.C. 104 – See their letter to Col: Givins of 9th Feby 1833 under leases paying whea[illegible] rents – no dates given nor the parties names by whom granted – q: the claims – no documents produced –

87. Elizabeth Money B: C. 105 – Under a lease for 999 yrs from certain Indian Chiefs dated 26 June 1819 – disallowed – receives a custom to give 200 acres to children of Indian women, lease dated of an Indian woman –

88. Charles Duncombe B: C. 106 – See his letters of 15 Dec. 1831 & 18 May 1832 to Commr. of Crown Lands – but no documents sent & no statement in their letters from which I can collect the foundation of the claim except a reference to his holding certain lands under Indian leases generally – q:

89. James Thompson B: C. 107 – See his Petition to H: E. stating his claim under lease in 1826 from 4 chiefs – disallowed –

90. Catherine Russell B: C. 108 – See her Petition to H: E. stating her claim to the lands petitioned for as a Mohawk Indian – disallowed –

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72. Samuel Chapman Bundle C: 89 - See his letter to Col: Givins of 29 Jany 1833 stating his claim under a transfer of lease from Brant which lease is dated 20th Dec 1806 - the confirmed on production of the lease or evidence of its loss or destruction -

73. Thomas Parsons B: C: 90 - See his letter to Col Givins of 30th Jany 1833 stating his claim under two leases, dated in March & December 1823 from individual chiefs disallowed -

74. John Loogog B: C: 91 - See his letter to Colgivins of 11 February 1833 stating his claim under a lease from one Jacob Johnson dated 25 April 1832 - disallowed

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77. John A. Wilkes B: C: 94 - Under assignments of a lease granted by Brant & dated 2 May 1801 for 999 yrs to Joseph Petrie - the confirmed on prod. of the orig. of which a copy only is produced

78. John Oles B: C: 95 - Under a lease for 900 yrs from one Matthew Whiting dated 27 Nov 1824 - disallowed - NB. B.C. 96 - affidavit in support of Jones claim to payment as Surveyor

79. Saml. Batson B: C: 97 - Under a lease from one Wm Hill an Indian dated 28 March 1829 - disallowed

80. Justin Loomis B: C: 98 - See Mr St. John's letter to Colgivins dated 13 Feby 1833 stating claim under two Leases, one dated 14 April 1826 & the other 1st Jany 1832 purporting to be from two Mohawk Chiefs - disallowed -

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81. q: now Wrestheim Welling
Daniel Hawley B: C. 99 - Under a lease from one George Fonger dated 11 Dec. 1823 for 960 yrs - disallowed 37

82. Laurence Van Horn and Lake Van Spur - B: C. 100 - Under transfer of a lease granted by Brant dated 19 May 1807 ~~which is produced~~ to Roswell Stevens for 999 yrs which is produced - confirmed -

83. William Walker & John Van Patter B: C. 101 - Under a lease from one Mary Simmington an Indian dated 7th January 1832 for 10 yrs - disallowed. -

84. William Holme B: C. 102. ~~Under 4 Leases~~ See his letter to Col: Sivers dated 6 Feb: 1833 stating his claim under 4 leases dated resp'ly 20 Feb: 1825, 1st Jany 1831, 1st Jany 1831 and 23 July 1832 - q: from individual Indians - disallowed as apparently being from individual Indians

85. Isaac Whiting B: C. 103 - Under a lease to him from Brant dated 2nd May 1801 for 999 yrs - certified copy produced - confirmed -

86. David Schofield & Joseph Scott B.C. 104 - See their letter to Col: Sivers of 9th Feby 1833 under leases paying whole rents - no dates given nor the parties names by whom granted - q: the claims - no documents produced -

87. Elizabeth Money B: C. 105 - Under a lease for 999 yrs from certain Indian Chiefs dated 26 June 1819 - disallowed - receives a custom to give 200 acres to children of Indian women, upon dates of an Indian woman -

88. Charles Duncombe B: C. 106 - See his letters of 15 Dec. 1831 & 18 May 1832 to Commr. of Crown Lands - but no documents sent & no statement in their letters from which I can collect the foundation of the claim except a reference to his holding certain lands under Indian leases generally - q:

89. James Thompson B: C. 107 - See his Petition to H: E. stating his claim under lease in 1826 from 4 chiefs - disallowed -

90. Catherine Russell B: C. 108 - See her Petition to H: E. stating her claim to the lands petitioned for as a Mohawk Indian - disallowed -

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91. Certain Inhabitants of the Gore District B: C: 109 – See Pa. to H.G. stating that they hold lands under 21 yrs Leases from Indian Chiefs – disallowed –

92. Rachel Parker B.C. 110 – An Indian claiming certain lands upon the pas settled with her children as one of the Mohawk tribe – See Petitioner to H.G. – disallowed –

93. William Wright B: C: 111 – Under a lease (no date) from one Thomas Davis an Indian Chief & see his letter to Col: Givins of 14 Feb. 1833. – disallowed –

94. Daniel Young B: C: 112 – Under an Instrument dated 26 February 1787 signed by Brant & other chiefs agreeing to give a lot of land on which he resided to them for ever – N.B. This instrument includes lots also to the following persons Hendrick Nelles, Robert Nelles, Warner Nelles, Adam Young, John Young, Hendrick Young, John Dockstader, Hendrick Huff and John Huff – confirmed – ~~on~~ mod. ~~Wright agreement of which a copy [illegible] is [illegible]~~

Nothing to be done in this without notice to Recd. Martin Esq. Hamilton

95. Salmon Minor & John McDonald B: C: 113 – Under 2 Leases for 21 – but not produced – See Mr. St. John's letter to Col. Givins of 6 Feb. 1833 stating the claims but not mentioning by whom they were granted – q. this –

96. Rufus Johnson B: C: 114 – Under a grant in fee simple from certain Chiefs dated 9 Sept. 1814 – disallowed

97. F. Zedward B: C: 115 – See his letter to Col. Givins of 11 Feb. 1833 stating his claim to 50 acres part of 1200 alleged to have been originally granted by Brant to one E. L. Phelps but the original lease is not produced – ~~claim~~ grant of the whole 1200 to be confirmed on production or evidence of its loss or destruction. –

98. Christian Young B: C: 116 – Under a lease from Abraham Liquors an Indian dated 25 Dec. 1832 for 21 yrs – disallowed – See ante 71.

99. William Cook B: C: 117 – Under a ~~transfer~~ conveyance from his father Nicholas Cook dated 23 June 1832 – it does not appear how Nicholas Cook held the land of this claim –

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√100. Charles Anderson Bundle C: 118 – Under a lease to him from Joseph Brant dated 4 June 1801 for 999 yrs – copy only produced – confirmed on production of the orig.

√101 – John Nelles B: C: 119 – Under a lease to him from Brant dated 17 January 1800 for 999 yrs – copy only produced – confirmed on production of the orig.

102. Ransom Hazelton B: C: 120 – See his letter to Col Pine dated 8 March 1833 – it does not appear under what description of lease he holds – q. this

√103. Samuel Street Esqr B: C: 121 – Part of premises held under a lease to Amos Sturges dated 1st October 1801 from Brant for 999 yrs orig. lease confirmed on production – copy of a certified copy only produced

Bundle D

√104 John Young Bundle D: 122 – Under a lease to him from Abraham Liquors ~~dated~~ an Indian dated 28 Dec 1832 for 21 yrs – disallowed –

√105 – James Cockshutt B: D 123 – Under a lease to him for 21 yrs from Jacob Lewis & wife Indians dated 2d January 1833 – disallowed

√106 – John Crooks B D 124 – Under transfers of 2 leases of part of the lands leased by Joseph Brant referred to in the transfers but not produced dated resp. 4 Oct. 1797 and 1st June 1800 – confirmed on production of the orig. leases –

√107 – Andrew Nelles B: D: 125 – Under a transfer dated 8 Oct. 1811 of a lease referred to in the transfer as having been granted by Brant but no date is stated – to be confd on prodn. of the orig. or evidence of loss or destruction

√108 – Wm K. Smith B: D 126 – Under a lease from Brant to him dated 20 June 1796 for 999 yrs – a copy of the memorl of the lease is produced – confirmed as the last claim –

109. Augustus Jones B: D: 127 – Under 2 leases granted to him by Brant one dated 4 Oct 1797 & the other 1 March 1805 copies of which are produced the first for 4800 acres and the second for 1200 acres – it would seem that the orig. have been lost or destroyed ~~but the claimant has furnished [illegible]~~ See [illegible]

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~~which satisfactorily prove that the leases were executed by Brant some~~ of the documents having been present at the time of the execution and witnessed it — and others that they had seen the orig. leases some years back in the claim ants possession — This claim however was distinctly recognized and confirmed at an Indian Council held 17 Feb 1816 as respects both leases, — See the document of confirmation of this date as to the 1200 acres, and copy of an another confirmation deed of the same date ~~as to the 4800 acres — so that this claim is clearly made out~~ of the ~~[illegible]~~ confirmed ~~subject to the prodn. of orig. leases or evidence of loss or destruction~~ —

NB. There is another claim of Augustus Jones for services as Surveyor to the Indians, — and sat Petition from various members of his family q. there See B. D. 127 for the Papers —

110. Nathan Gage B: D. 128 — Under sev. leases from Chiefs & individual Indians upon which the claimant has made improvements — disallowed —

111 — Thos. Ogilvie Scott B: D. 129 — Under a lease dated 6 Dec. 1824 from Oneida Tonpt for Indian Chief for 999 yrs — disallowed

112 — Absolom Shade B: D. 130 — Under 2 leases from Brant dated 19 Feb. 1805 and 14 March 1805 — for 999 yrs — confirmed — the other claims under other leases disallowed

Bundle E.

113 ~~131~~. Robert E. Burns — B: E. 131 — Under a Sheriff's deed of Sale of ~~one Dant~~ lands of one D. Thompson part of premises alleged to have been originally leased by Brant but which is not produced — the confirmed on prodn. of the original or evidence of its loss or destruction —

114. William Holmes B: E. 131 — Under a lease from Augustus Jones of part of lands alleged to have been leased by Brant viz the above 4800 mentd in the above claim of Augs Jones — confirmed on prodn. of evidence of loss or destn. of orig. lease to Jones — See above note 109 —

115. William Gilkison B: E. 132 — Under a Conveyance from the Commr. of forfeiting estates of lands leased by Jacob Brant in 1811 to Biggar & Crosby traitors — disallowed the orig. lease not being from Joseph Brant —

116 — George Langs B. E. 133 — The papers appear to have been taken away

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117. James Shaff Bundle E. 134 – Under two leases from certain chiefs dated 17 Jany 1825 and 30th Dec. 1828 for 21 yrs – disallowed –

118. David Thorburn B. E. 135 – Exor of Thompson – Under assurances from Brant of a Lease – disallowed –

119 – Andrew Kelley & Sarah Ruggles B. E. 136. Under 2 Leases from Sarah Johnson an Indian dated 1st Oct 1819 – disallowed

120. Jacob Lang B. E. 137 – Papers missing –

121. John Campbell, Christopher Baby, Collin Parkin, Isaac Stockwell Jacob Auger & Jas. Elliott B. E. 138 – Petition for liberty to purchase at a fixed rate – q. ~~to be~~ allowed

122 – Isabel Tuttle & Maria Cotter B. E. 139 – Under a lease from Nich. Cotter dated 1 Jan. 1823 for 21 yrs – disallowed

123. Joseph Pilsworth B. E. 140 – Under an agreement for sale between him and David Duncombe 2d Feb 1833. disallowed

124. W. B. Shehan Henry F. Shehan & G. B. Shehan B. E. 141 – Under a lease from Brant dated 4 Oct 1797 which is produced – allowed

125. Sybel Wilber B. E. 142. Under lease from James Shaff whose claim is disallowed – See note ante 117 – disallowed

126. John Evans B. E. 143. Under a lease for 21 yrs from Gov. Whoron a Mohawk Indian – disallowed –

127. Malachi File B. E. 144 – Under a lease for 999 yrs dated 4 Nov 1827 of part of lands therein stated to form part of the lands granted by the Indians to Joseph Brant by deed dated 14 Jan 1800 which is not produced – confirmed on the production of Joseph Brant to Brant.

128. Daniel Hawley B. E. 145 – Under 4 leases from diff. individuals – disallowed but see petition to purchase at upset price.

129 – Joseph Gardner B. E. 146 – Under an assignment of lease from Augt Jones Surfe for 21 yrs & dated 23 Nov 1832 – disallowed but see his letter to Col Givens of 12 Feb 1833 for liberty to purchase

130. Abraham – William – & Warner Nelles B. E. 147 – Abraham's claim – under a lease from Brant dated 12 Oct 1801 for 999 yrs of 1472 acres but plain copy only produced – confirmed on prod. of orig.

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Williams claim – 356 Ac Wood mentd in Brant's Deed of date 16 Jany 1800 (a Plan of wch afterwds is produced – he alleges that also was granted by Brant which is in the hands of Brant's Abraham Nelles he cannot procure it – confirmed in pursuance of the Law – Darnell, claims One under a transfer of lease from Brant to Jos Cunningham dated 1st Sept 1801 for 99 yrs of 151 acres – the other under a transfer from Brant to Kilborn dated 29 March 1798 of 151 acres – certified by Jarvis (per Brant) – confirmed in pursuance of Act

131. Robert Biggar B. F. 148 – 2 claims – One under a transfer of lease from Chief Mitland to Jacob Jany 1810 from Wl Chief Six Nations – the other under a transfer of lease to Joseph Smith from Brant dated 22 Jan 1807 of 8 acres for 999 yrs – confirmed & allowed –

132. Michael Donohue B. F. 149 – claims an agreement for purchase from one Peggy Cotton an Indian woman dated 5 Nov. 1832 for 100 Dollars – but no application with letter to Col Jarvis of 18 Jany 1833 for liberty to purchase from Government –

133. John Fleming B. F. 150 – Has taken possession of Lot No 7 in the 5th of the Indian Land North side of Dundas St and Lot No 1/2 in 5th Concession South of Dundas St or former Lot but a log house & land about 4 acres – disallowed but see his application to purchase from Government in letter to Col Jarvis of 11th Jany 1833 – he states that Crysler & some others formerly set up a claim to the land –

134. Wm McAlister B. F. 151 – Under a lease from certain Indian chiefs dated 2nd Jan. 1826 of 200 acres for 21 yrs – disallowed –

135. John Vanorman B. F. 152 – Under a transfer of lease granted to one Robert Robertson & A. A. Hill a Mohawk Indian dated 10 July 1824 – disallowed but see his letter to Col Jarvis of 24 Dec. 1832 applying for liberty to purchase –

136 – Henry Hotchkiss B. F. 153 – Has taken possession of part of No 7 on the Road leading from Brantford to Burford about 90 acres with the consent of Saml Lewis an Indian – disallowed

137 – Thomas Lee B. F. 154 – Has taken possession of the South end of Lot No 6 on the Road leading from Brantford to Burford about 80 acres with the consent of Saml Lewis an Indian – disallowed

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138. Major Wm Westbrook Bundle F. 155. – The statement is very confused but it would seem that he claims 4 lots (amongst others) which are not but ought to be produced – to the claim. –

139. James Hunter B: F. 156 – Under a Pensions agreement from Mr. Lewis Burnell dated 11 April 1832 of Lot No 35 (200 acres) South side of Dundas Street – it seems as if Mr. Burnell was acting with the connivance or behalf of Government as to the claim confirmed – £75 paid to Hunter & Burnell to appear to accept the agreement. – granted claim.

140. William Holme B. F. 157. Under 2 leases for 21 yrs from Onondaga Brisk and the widow of the late Capt. Joseph Brant – disallowed but see his application to pension from Government in his letter to Col Givins of 31 Dec 1832. – [See B: C 102 for another claim & granted claim]

141. Darwin Waterhouse B. F. 158. Under a lease for 21 yrs of 10 Oct. 1831 from Steamed Brisk Catherine Mohawk Indian – disallowed –

142. Henry Pearson B: F. 159 – Under a bond for a lease for 21 yrs from Wm Whitfield dated 25 Aug Brant 1831 – disallowed –

143. Lambert Colwell B: F. 160 – Pre-emption & improvement of North end of Lots 5 & 6 in 5th Concession South of Dundas & on the West side of the Grand River – disallowed – but see application & number in this letter to Col Givins of 7 Jan 1833 –

144. John Norton B: F. 161 – ~~Under claim~~ on behalf of John Stuff under a power of attorney from him – His claim under a lease for 999 yrs from Joseph Brant dated 1st June 1800 of 1200 acres of which a memorial registered at the Registry Office for the County of Lincoln & Haldimand on 12 Aug 1800 Book D fo 141 is produced – the unfirmed with proof of original lease –

145. Edward Vanderlip B. F. 162 – Under 4 several transfers & leases from persons of different parts of a lot leased by Brant by deed dated 17 Jan. 1800 a copy of which is produced – allowed on proof of the original lease – also under a lease dated 9 March 1811 from Capt Brant to Oliver Pettey – disallowed – [17 Jan 1800 except lease produced this 13 Jan 1832 & the unfirmed H. H –

146. Wm Thompson B. F. 163 – Under a transfer of lease for 10 yrs from the Five Nations dated 27 Dec 1831 to Stephen Parker – disallowed –

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147. William Curtis Bundle F. 164. - See his letter 45
Col. Jarvis of 25 Jany 1833 stating his claim for 230 acres under
from Brant which however is not produced - allowed on
production -

148. Daniel Cook B. F. 165. - See his letter to Col Jarvis dated
23 Jan 1833 claiming a lot under a lease from the 6 Nations but on
which no lease is produced & no papers accompany
his letter to the same -

149. Abram Cook B. F. 166 - See his letter to Col Jarvis of 24
Jany 1833 claiming under a lease from Brant which are not
produced - confirmed on production of orgl lease Orgl Lease from Brant to Sir bought 1st Oct 1801 & 21 Jan 1835.

150 - Roswell Stivers B F. 167 - Under a lease from Brant to
S.P. Phelps dated 20 Dec 1806 for 999yrs which is not produced -
confirmed on prodn of orgl lease

151. Saml. McAlister B. F. 168 - See his letter to Col Jarvis
dated 24 Jany 1833 claiming under a lease from Brant to A Nellis
Dated 19 Feby 1805 which is not produced - confirmed on prodn
of orgl lease -

152. Allen McAlister B. F. 169. See his letter to Col Jarvis
of 24 Jany 1833 claiming under a lease from Brant dated 19
Feb 1805 ~~which~~ to A Nellis which is not produced - confirmed
on prodn of orgl lease -

153. William Sturgis B. F. 170 - See his letter to Col Jarvis
of 24 Jany 1833 claiming under a lease from Brant dated 1 Oct
1801 which is not produced - confirmed on prodn of orgl lease

154. Sybel Welbur B F 171. See his letter to Col Jarvis claiming
a claim under James Sheff whose claim is dis allowed - See Bundle
E. 134 and No 65 a dis allowed Schedule - claim dis allowed -

155. Andrew Rose B. F. 172 - See his letter to Col Jarvis
of 24 Jany 1833 claiming under a lease from Brant dated
15 Feb 1805 to A Nellis which is not produced - Confirmed
on prodn of orgl lease -

156 - William Wooden B. F. 173 - Under a permission
or petition from David Lewis a Chief - See his letter to Col Jarvis of 23
Jany 1833 stating his improvements - dis allowed -

157 - John Hart B. F. 174. See his letter to Col Jarvis of
1st Feb 1833 claiming under a lease for fifteen which is not produced
state - 2 - this claim -

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√158 John I. Bowman Bundle F 175 - Under a transfer of lease from one Richard Duncan - lease not dated - disallowed

√159. Solomon Phelps B. F. 176 - Under three leases dated resp. 1st May 1804, 14 March 1806 and 20th Dec 1806 for 999 yrs alleged to have been granted by Brant but not produced - confirmed on prod. of the orig. leases - Leases 1st May 1804 & 14 March 1806 produced - this 17 Jan. 1835. See other lease amgt. The Ferris papers

√160 - Andrew Cook B. F. 177 - Under three leases dated resp. 1 Oct. 1801 alleged to have been granted by Brant but not produced - allowed on prod. of orig. leases - Also under 2 leases for 21 yrs from Indian chiefs dated Oct 1818 - disallowed

√161 - John Misener B. F. 178 - Under a lease dated 1st January 1808 for 999 yrs from 4 chiefs - disallowed -

√162 - William Miller & Thos Cook B. F. 179 - Under a lease to Abraham Cook in 1818 for 21 yrs - disallowed -

√163 - John Cooly [same bundle as last] - Occupation and alleged memorial from Brant to purchase or to be paid for his improvements - disallowed -

√164. David Thomas Jr [same bundle] - Possession of 200 acres which he states to have purchased with the improvements from Owen Holt - disallowed -

√165. Henry Dickie B. F. 180. Under a lease from one Joseph Powles dated 30 Nov. 1832 for 21 yrs - disallowed but see his letter to Col. Girins of 29 Jan 1833 applying for leave to purchase or lease -

√166. John D. Smith B. F. 181 - Under a lease dated 14 Nov. 1829 from one John Morey and wife for 21 yrs - disallowed but see his letter to Col. Girins of 26 Jan. 1833 applying for leave to purchase or for a confirmation of lease -

167 - Daniel Secord B. F. 182 - Under an alleged lease of from Brant to claimant's father - no date given and it is stated to have been burnt - disallowed -

√168. John Ellis B. F. 183 - Under an alleged lease from Brant dated 1 Oct. 1801 to claimant's father and stated to be in

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his possession – but the lease is not produced nor a certified copy from the Register – confirmed on production of the original or certified copy –

169. John Secord B: F: 184 – Under two ~~leases~~ of alleged leases from Brant and stated to have been burnt – no certified copies produced – disallowed –

170. David Thomas B: F: 185 – Under a lease in 1809 from the chiefs to one John Durwell – disallowed.

171. George Minarid B: F: 186 – Possession by leave of chiefs living near Brantford – 4 years in possession – log house and barn – 40 acres cleared & fenced – See letter to Col. Givins 17 Jany 1833 – disallowed.

172. Thomas Perrin B: F: 187 – Under three leases alleged to have been granted by Brant but not produced – confirmed on prodn. of leases or certified copies –

173. David Secord B: F: 188. Under a lease from four chiefs in 1808 – disallowed –

174. George Scrambling B: F: 189 – Under a lease from an individual Indian – disallowed – but see his application to purchase or for confirmation of lease in letter to Col: Givins 26 Jany 1833. –

175. William Breg B: F: 190. – Under a lease from a Mohawk chief – disallowed –

176. Andrew A: Benjamin B: F: 191 – Took possession by leave of John Brant and Jacob Lewis in the summer of 1832 – does not mention any improvement – disallowed. –

177. John De Cow B: F: 192 – See his letter to Col. Givins q: 2 Feb: 1833 applying to purchase 100 acres from the Indians as per diagram in order to erect Mills – q: this ? to be considered

178. John Stewart and John Smith B: F: 193 – Possession of lot 10 South side of Dundas Street 200 acres – house and improvements – application to purchase at 15 s per acre – See Petition to H. E. – disallowed –

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179. Rufus Johnson B: F. 194. Under a lease dated 9 Septr. 1814 from 5 Chiefs – disallowed. –

180 – William Hume B: F. 195 – Possession under a lease from the Indians – erected buildings & made considerable improvements applies to purchase at 15 per acre – disallowed –

181 – Benjamin Skinner B: F. 196. – Under a lease from 22 Chiefs in 1810 – disallowed –

182. James Hetherton B: F. 197 – Under a lease from an individual Indian for 21 yrs named Peter Brant – disallowed –

183. Jonathan Graham B: F. 198 – Under a lease in 1828 from Russel Swife an Indian woman of the Mohawk tribe for 21 yrs – q: applies to purchase – disallowed –

184. Addison Vanderlip B: F. 199. – Under a lease from Brant dated 1 Oct. 1801 to one Joseph Cushman for 999 yrs of Lot 1 South side of the Swamp Road – ~~confirmed~~ lease produced and confirmed –

185. Matthias Wilson B: F. 200 – Under two leases for 21 yrs from individual Indians – disallowed.

186. Elizabeth Goodwin B: F. 201 – Part of a tract of land ~~granted~~ leased by Brant to W. B. Sheehan deced for 999 – of course confirmed if Sheehan's claim is confirmed –

187. ~~Jacob~~ Malachi File B: F. 203 – Under a lease dated 24 Nov. 1827 for 999 yrs from Jacob File of part of lands ~~[illegible]~~ alleged to have been granted by the Indians to Brant on 14 Jan. 1800 q: this claim?

188 Jay John Lymburner ~~B: F. 204~~ John Sanger, Fredericke Windecke, & Christopher Lymburner B: F. 204 – Under an alleged lease from Brant for 999 yrs to John Dockstader – conf. on prodn. of lease –

189. William Nelles B: F. 205. Under a lease from 4 Chiefs dated 1st Jan. 1808 to Andrew Nelles Jr. – disallowed.

190. David Hawley B: F. 202. – Under a lease from Brant dated 2 May 1801 to Alexr. Weabrook for 999 yrs of which a copy only is produced – conf. on the prodn. of the orig. –

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191. John Croker B: F: 207. Under an alleged lease from Brant in 1806 for 999 yrs & stated to have been burnt during the war – See Affidavits accompanying the claim. q: to be confirmed

192. George Dealy B: F: 208. – Under an agreement for lease from John Brant to James Spratt – disallowed.

193. David Thomas B: F: 209. – Under a permissive occupation from Jacob Lewis a Chief to John Mysore from whom claimant purchased the land & improvements – disallowed

194 – Nelson Corzens B: F: 210 – Under an alleged Grant from Brant for 92,160 acres – stated to be lost See his Petition to H. E. – disallowed

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Grand River.

Minutes of Claims.

Memdum

In all cases before reporting to the Atty Genl look to these notes and see whether the orig Brant Lease has been produced and amongst the correspondence and derivative titles as to counter claims

W. H.

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GRAND RIVER CLAIMS.

REPORT of the Trustees of the Six Nations Indians.

TORONTO:
Printed by R. Stanton, Printer to the King's Most Excellent Majesty.

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THE REPORT

Of the Honorable JOHN HENRY DUNN, *the Honorable* GEORGE HERCHMER MARKLAND, *and* WILLIAM HEPBURN, *Esquire, the Trustees appointed by His Excellency the Lieutenant Governor, on behalf of the Six Nations Indians, to investigate and report for his information, on Claims preferred by various persons to Lands belonging to the said Six Nations Indians, and situated on the Grand River.*

The Trustees, in laying their Report before Your Excellency, for your information and consideration, think it proper and satisfactory briefly to advert to the principles by which they have been guided in the present inquiry, and in coming to their decisions upon the various claims submitted to their investigation: and they would, in the outset, observe, that the several claims classed in manner hereinafter referred to being *equitable* only, and not in any light to be viewed as *legal* rights, the Trustees have considered the present inquiry simply as a mode adopted by Your Excellency of satisfying yourself, through their medium, by a calm and impartial investigation into the nature of those claims, how far the Crown is equitably and conscientiously bound to sanction them, and not imposing on the Trustees the strictness of a legal investigation, which indeed the actual situation of the Indians, with respect to the Crown, entirely precludes, inasmuch, as after giving the most extensive effect possible to the Grant of Sir Frederick Haldimand, hereinafter alluded to, it confers an equitable title merely upon the Indians in the Grand River Lands, leaving the legal title still vested in the Crown.

The Trustees are satisfied, from copies laid before them of the correspondence in the year 1797, between the late President Russell, and Captain Joseph Brant, deceased, as well as of a Power of Attorney, dated 10th October, 1804, and executed it appears by the Sachems and Chiefs, at a Council specially convened for the purpose, that Captain Joseph Brant was the accredited Agent of the Six Nations Indians, and invested with full power on their behalf to obtain Deeds from the Crown conveying the tracts of land granted to them on the Grand River by the late Governor Sir Frederick Haldimand in the year 1784; and which grant, it would seem from the correspondence above alluded to, was confirmed by the Home Government during the Duke of Portland's administration. It also appears from the copy of the Power of Attorney, that Captain Joseph Brant had also full power, on behalf of the Indians, to *sell* such parts of their Lands for their benefit as he should think fit; and the Trustees consider that having such authority, he had a right to *grant leases* of those for 999 years, (a term equivalent to a fee simple,) if he so thought proper, and this mode of conveying them he most usually adopted.

Numerous claims have been submitted to the Trustees and taken into their careful consideration, and the documents accompanying them have been thoroughly investigated; from which it appears that some of the claimants seek a confirmation from Government of their alleged titles on the ground of having derived them under leases for 21 years, or for a less term from individual Indians residing upon different portions of the Indian territory: others under leases for similar terms from one or more of the Chiefs; some under bare permissive occupations from individual Indians or Chiefs (all of which three described classes of claimants appears to have paid a greater or less consideration for their lands to the parties from whom they purchased, and in many instances to have made considerable improvements on the lands,)—others as the children or descendants of Indian women, with respect to whom a custom is alleged to exist among the Indians entitling them to portions of their lands—and others again claim either under existing or lost or destroyed grants in fee simple, or leases for 999 years executed by Captain Joseph Brant, as the Agent of the Indians, for valuable considerations therein expressed to be paid to him; which Deeds almost invariably rscite or refer to the powers of selling and leasing vested in him, and are stated to be granted in execution of them. In some instances these latter Deeds appear to have been (though it is conceived unnecessarily) confirmed at Indian Councils subsequently held, but in the great majority of cases they seem not to have been so confirmed.

Whether Captain Joseph Brant did or not on all occasions execute the trust reposed in him faithfully towards the Indians, the Trustees are unable to judge, no evidence having been laid before them upon that subject; and it is indeed only right to observe, that no improper conduct whatever has been imputed to him before the Trustees; and they are, therefore, bound to assume that he discharged his duty with due fidelity. This, however, is a question wholly immaterial, as the Trustees conceive, to the present inquiry, as the Indians, so far as regards third persons, are doubtless bound by the acts of their Agent in all matters within the fair and legitimate scope of his authority, whatever legal redress the Indians might have had against him for any damage accruing by reason of the breach, neglect or abuse, of the confidence they had reposed in him.

The Trustees having duly weighed the several classes of claims above referred to, came to the decision of allowing such of them only as are preferred under grants and leases executed by Captain Joseph Brant, as the lawfully constituted Agent of the Indians, the originals of which have been or can be produced; and they would here observe, that they do not find from any documents in their possession that any person or persons, after the death of Captain Joseph Brant, was invested with powers similar to those conferred upon him, notwithstanding the assumption of them on the part of certain individuals.

The Trustees would further observe, that they have adjudicated upon the claims mentioned in the two following Schedules to this Report upon the principles above adverted to; but they have abstained from setting out the facts of each case, as it would have greatly swelled and incumbered the Report, and unnessarily, it is thought, when it will be seen that reference is made in the Schedules to the bundles and numbers of the papers in the possession of the Trustees containing a full detail of such facts, to which immediate reference can be at any time had if required.

And lastly the Trustees would add, that they have confined their attention solely to the single point, whether the *original* claims ought or not in equity to be confirmed by the Crown; and have wholly excluded from their consideration the claims of parties under *derivative* titles, finding it would lead to a very wide and difficult field of inquiry, upon which the Trustees could not hope to arrive at any satisfactory result.

All which the Trustees beg most respectfully to submit to Your Excellency's consideration.

JOHN H. DUNN.
GEORGE H. MARKLAND.
WILLIAM HEPBURN.

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CANADA

POOR COPIE

53

14 Feb 18

No. 21

James H. McKenzie

22 January 1836

Mr. Brockenzie [illegible]

[illegible]

No 5 Allan

McNab Esq

54

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CANADA

POOR. COPIE

Kearny's Hotel
Feby 14, 1832

55

I enclose my [illegible]
my trunk, as agreed [illegible] upon: his Claims upon the place
may be stated in [illegible] a Petition to the Commissrs of
Enquiry, under the [illegible] following heads, vzt.—
That he [illegible] and now produces, the Lease
of the six stations [illegible]
That he [illegible]
Cy Co [illegible] paid three hundred & seventy five pounds
[illegible] Authors for it.
That he has since laid out near a thousand
[illegible] in improvements; which have [illegible]
[illegible] and the Com[illegible]
[illegible] considerably.
That Taxes have been regularly paid upon
[illegible]

I am
Dr Sir
your very obt Servt
Wm Mackenzie

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CANADA

POOR. COPIE

No. 23

John Croker

claim to Sd. R. Lands

February 1833

[illegible]

[illegible]

[illegible]

[illegible]

[illegible] 1828

56

Col.

Giving

Super Intendt. Genl. of Indian affairs

Yorke

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CANADA

POOR COPIE

31 May 1834 - Crokes called and took away his certificates &c W.H.

57

York February 13th 1833

Sir

Complying with your Request Relative to Claims On the Lands Set apart For the Six Nations of Indians On the grand River the Inclosed as Respects the Boundrys is the Lease given to Me By the Principal Mowhawk Cydegas and Dellaware Chiefs

I Further Beg Leave and wish you would be Kindenough to Lay Before the Trustees the annexed Documents which goes to Prove the Origin of the Claim which takes Possesion in 1807 and was then given to Tunes Thompson by Capt Joseph Brant the Man Hinton then Living on the Premises Sold and gave up to tunes his Possessions which Claims the Family of Tunes Thompsons (Desesed) have given up to Me in Concequence of ~~Being~~ Legally Being Connected By Marriage to their Sister Mary and By My Further agreeing to Support their aged Mother During Her Life who is in very poor Surcumstances I Further ~~Begut~~ A Map of the Land For your inspetion by which you will See the Front part of the Lot is Not included in the Lease given to Me by the Chiefs in Concequence of the Widow Philpot

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CANADA

POOR COPIE

Living on it and Mr Brunt telling Me he had given him to
understand he Might Live there not knowing the old
Claim on it by the Tuneses, and Still the Family do
not wish to give up their Claim but would have no
Objections of his Living on it their Life time I Further
Beg Leave to State that I Have taken up a Lot of about
two Hundred acres on the Lake Shore a bout two Miles
Above the Mouth and have Cleared about 50 acres on
it which I am in Hopes will be granted to My youngest
Daughter as a birth Right, Relative to My Conduct as a Subject to
His Brittannic Majesty I Have taken the Liberty of
Conversing two or three Certificates and Should any Further
Proof be wanting when the Honorable Board of Trustees
Meet Please to inform Me by Post at Dunville to Enable
Me to get My witnesses and with Respect and Submision

I am Sir your very Humble
Servant
Wm Wells

Col Givings
Ind Affairs

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CANADA

POOR COPIE

No 24

Lease by Abraham Lipers

to

John Lounsberry

August. 6. 1832

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CANADA

POOR COPIE

6 aug 65

This Indenture made this Sixth day of August in the Year of Our Lord one thousand eight hundred and thirty two, between Abraham Liquors, Indian, of the Grand River County of Haldimand District of Niagara, and Province of Upper Canada, of the first part and John Lounsberry of the aforesaid place Yeoman, of the second part Witnesseth —

That the said Abraham Liquors for and in consideration of the quantity or amount of ten Bushels of good Merchantile wheat per Year, have, Granted, bargained, leased, and demised, and by these presents, doth grant bargain lease and demise, unto the said John Lounsberry aforesaid — all that parcel or piece of Land lying and being on the Grand River in the County of Haldimand, in the District and Province aforesaid, Containing fifty acres be the Same more or less — viz, Commencing at Indian Isaac's fence and running up the River to Hannah Huff's fence or line

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ARCHIVES PUBLIQUES
CANADA
POOR. COPIE

To have and to hold the same unto the said John Lounsbury his heirs and assigns for the term, or time, of twenty one Years from the first day of May next ensuing, for the Yearly payment of ten Bushels of good Merchantable wheat or the value thereof And the said Abraham Ligneris, for himself his heirs, executors, or administrators doth hereby warrant and defend the said John Lounsbury in peaceable possession of said premises for the term of twenty one Years, under the penal sum of fifty Pounds of Lawful money of the Province aforesaid, to be paid to the said John Lounsbury, his heirs or assigns, in case of any trespass, hinderance, or Molestation, to him the said John Lounsbury aforesaid who is hereby authorised to take peaceable possession of said premises

In testimony whereof the parties hereunto have set their hands and Seals the Year

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CANADA

POOR COPY

and day first within written and in the third Year of the Reign of King William the fourth

Signed Sealed and delivered in presence of

Christian Young
Robert Thomson

Abraham his X mark Liquors

John Lamsley

Received on the sealing and delivery of these presents, One pound five shillings Currency, which I receive in consideration, or Lieu, of the first Years rent

Grand River August 6th 1832

Abraham his X mark Liquors

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CANADA
POOR COPIE

No 26 63

claim of Edwd Evans
to Grand Wm Lands
Feby. 1833

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CANADA

POOR. COPIE

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CANADA

POOR COPIE

65

This Indenture made the Seventh day of January in the Year of our Lord one thousand Eight hundred and thirty three Between Augustus Jones of the County of Halton in the District of Gore and in the Province of Upper Canada Surveyor of the one part And Edward Evans of the Township of Rainham in the County of Haldimand in the District of Niagara and in the Province of Upper Canada of the other part. Witnesseth that the said Augustus Jones of one part for and inconsideration of the Sum of Seventy five Pounds of Lawful money of the aforesaid Province to him in hand paid the Receipt whereof is hereby acknowledged and also for the further Considerations of the yearly Rents herein after mentioned and agreed to. By the said parties to be paid observed and performed by the said Edward Evans Hath demised Leased and to farm let unto the said Edward Evans and by these presents Doth grant demise Lease let and to farm letten unto the said Edward Evans his heirs Executors administrators and assigns all that Parcel or Tract of Lands Situated in the aforesaid County of Haldimand and being a certain part of the Tract of Lands granted demised and Leased unto the said Augustus Jones his heirs and assigns by the Late Captain Joseph Brant duly appointed agent and principal Chief of the Six Nations of Indiens Residing on the Grand River bearing date the fourth day of October in the year of our Lord one thousand Seven hundred and ninety Seven And Containing four thousand and Eight hundred Acres of Land and being for the full End and Term of Nine hundred and ninty and nine Years and Since Recognized and fully acknowledged and Confirmed by an instrument of writing Signed by the Principal Chiefs of the aforesaid Nations Residing on the Said Grand River bearing date the Seventeenth day of February in the year of our Lord one thousand Eight hundred and Sixteen and may be more fully known and discribed as follows that is to say lying and Commencing on the out Southwesting Boundry line of the Said Indiens Lands and being the South Eastern angle of the aforesaid Premises

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CANADA

POOR COPIE

Premises and being and Comprising the Lands whereon James Evans now Resides; Beginning at a Post planted and running from thence North twenty Seven degrees and thirty minutes East Sixty Chains following along the South Eastern line to a Post thence North Sixty two degrees and thirty minutes West twenty Chains to a Post thence South twenty Seven degrees and thirty minutes west Sixty Chains to the aforesaid out side Boundry line of the Indians Lands thence following the said line South Sixty two degrees and thirty minutes East twenty Chains to the Place of beginning Containing by admeasurement one hundred and twenty Acres of Land more or Less. To Have and to hold the said granted and demised Premises with the appurtenances unto the said Edward Evans his heirs and assigns for and during the Remainder and residue of the aforementioned Lease as given by the aforesaid agents to the Six nations of Indians for the term of Nine hundred and ninty and Nine years from the aforesaid date fully to be compleated yealding and paying therefor yearly and Every year if the same shall be Lawfully demanded during the Continuance of this Lease unto the said ~~Edward~~ Augustus Jones Evans his heirs and assigns The yearly Rent of one pepper Corn and it is further Covenanted and agreed that the said ~~yearly~~ Edward Evans his heirs and assigns Paying the rents aforesaid of one pepper Corn unto him the said ~~Edward~~ Augustus Jones his heirs and assigns that he Shall and may quietely and Peaceably To have hold occupy and Enjoye the said hereby Demised premises during the said residue and Remainder of the aforesaid Term of Nine hundred and ninety and nine years fully to be Compleated without any hinderance disturbence or molestation whatsoever of him the said Augustus Jones his heirs and assigns or any other person or persons having or Lawfully claiming any right in the Premises will warrent and defend to the full End and term of the within Lease

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CANADA

POOR COPIE

In Witness whereof the Parties aforesaid have Set their hands and Seales the day and year aforesaid written

Signed Sealed and delivered in the Presents
of us

NB the word (Augustus Jones)
is interlined before Executed

Received this Seventh day of January 1833 the Sum of Seventy five Pounds Current money of this Province it being in full of the above mentioned Consideration money as Specified to be paid in the Said Lease as Witness my hand

Witness Present

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CANADA

POOR COPIE

Probate of last Will

Joseph Young

(1027)

68

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CANADA

POOR COPIE

In the name of God Amen I John Young Senior of the Grand River in the Province of Upper Canada Considering the uncertainty of this mortal life and being of sound Memory blessed be God for the same Do make and Publish this my last Will and Testament in manner and form following that is to say, First I give and bequeath unto my beloved wife Priscilla, all my lawful debts being first paid out of my Estate the following property viz to my said wife Priscilla four Cows four Calves, eight Sheep, the Negro woman Dean, Sufficient maintenance as long as she remains my widdow and conducts herself with propriety, I also give to my said wife during her life, the Negro man Jack and after her death the Negro man Jack to be given to my son Abraham, the Negro woman Laya to ~~be given~~ my Daughter Elizabeth, I also give her the use of the waggon during her life, and one mare & ten hogs between her and my son Joseph, I also give to my said wife my bed and the Curtains and furniture belonging to it it is also my will that my wife shall live in the house with my son Joseph and to have together all the household furnatures and my said wife and Joseph to improve & Cultivate the Farm jointly and each to have an equal share of the Produce, and my said wife to have the Room where my Bed Stands with that half of the house and the use of the Kitchen and the household furniture Equal

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CANADA

POOR COPY

equal between her and my son Joseph and in case my son Joseph and my said wife should not agree to live together and cultivate the farm in that case I give unto my son Joseph the Negro man Jack and the Negro woman Leya during the life of my said wife and my son Joseph is then to cultivate the farm himself and to find sufficient maintainance for my said wife and also fodder for her stock and fire wood and the said maintainance to be at the discretion of my Executors who are to see my will fulfilled. I also give and bequeath to my young son Joseph his heirs or assigns the farm whereon I now live, being twenty Chains in front and three miles back from the River, bounded on the upper side by the Lands of my Daughter Elizabeth, and on the lower side by the Lands of my son John and in rear by the Indian Lands I also give to my son Joseph all the Islands except such part as hereafter reserved to my son Abraham I also give and bequeath to my son Joseph his choice of two Horses or mares, two Cows, ten Hogs eight Sheep with the waggon Plow harrow and sleds and farming utensils, the waggons to come to Joseph after my wifes decease, and not to be sold or taken from the farm I also give to my son Joseph the Negro boy Jack and one fourth part of the remaining stock Horses Sheep Hogs and of every thing else not mentioned I give and bequeath to my oldest son

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CANADA

POOR COPIE

Son Abraham the following tract of Land beginning
at the lower end of the Farm possessed by Mr. Coxe
then running twenty Chains down the River where
it joins the land of my Daughter Elizabeth and three
miles back from the River together so much of
the upper part of the Islands as he has now improved
to him his heirs or assigns — and after the death of
my wife Priscilla I give to my said son one fourth
of all Stock Horses Hogs Sheep remaining at my decease
after those that are herein before disposed of are
taken out. I also give and bequeath to my son
John the following tract of land beginning at
the lower end of my track and running twenty Chains
up the River where it joins the lands now granted
to my son Joseph and three miles in depth back from
the River to him his heirs or assigns I also give to my
said son John one hundred acres of my military Lands
in Wallpole being the one half of the Lot No 19.
in the tenth Concession which Lot is to be equally divided
between my son John and my Grand son John, I also
give to my son John one fourth part of the Stock, Horses hogs
and sheep remaining at my decease except those
herein before disposed of — I also give to my Daughter
Elizabeth wife of Warner Kellers all that tract
of land lying between the lands now bequeathed
to my sons Abraham and Joseph being in front

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CANADA

POOR COPIE

from along the River and extending three Miles back from the River to her, her heirs and Assigns, and after the death of my wife I give to my said Daughter Elizabeth the Negro Woman Leya and one fourth part of the Stock Horses Hogs and Sheep at my decease except those that are hereinbefore disposed of I also give to my Grand Son John son of Abraham Young his heirs or Assigns One hundred acres of my Military Lands in Walpole being the one half of the Lot No. 19 in 10th Concession: which Lot contains two hundred acres, and is to be equally devided between him and my Son John, It is my will that the Black Smith tools shall be the joint property of my three Sons - It is also my desire; that all just debts that may be owing from me at my decease shall be paid by my Executors out of my Military lands in Walpole and Should any Lands remain after my debts is paid they are to be equally devided between my three Sons. But Should they not Prove sufficient for the discharge of my just debts then my Sons Abraham John and Joseph are to pay an equal share of what remains unpaid after the said Lands are sold -

And I do hereby revoke all other wills declaring this to be my last will and Testament and I do affoint by these presents Daniel Young Senior

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CANADA

POOR COPIE

Senior William Nelles and W.B. Sheehan Executors to this my last Will and Testament — In witness whereof I have hereunto set my hand and seal this fifteenth day of April in the Year of our Lord One thousand Eight hundred and five —

Signed
John Young (L.S.)

Signed sealed and declared by the above named John Young to be his last Will and Testament in presence of us who have hereunto subscribed our names in presence of the Testator and of each other

Signed
William Wire
Lewis Scribner
Geo: Hughes

I John Young senior of the Grand River in the County of Haldimand District of Nagara Do this 20th day of May 1811 make and Publish this Codicil to my last Will and Testament in manner following, that is to say I give to my wife Priscilla One hundred dollars to be paid her out of the money and notes in my possession at my decease. And whereas in and by my last Will and Testament. I have given and bequeathed to my Daughter Elizabeth wife of Warner

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CANADA
POOR. COPIE

Parner Nelles a certain piece or tract of land
therein mentioned joining on the River lying and
being between the Lands given and bequeathed
to my Sons Abraham and Joseph. I do hereby
order and declare that it is my will that the said
Piece and tract of land shall and I do hereby give
and bequeath the same to my Son Joseph and
I do hereby order and declare that only the sum
of five Dollars be paid out here in full of the said
Piece or tract of land heretofore in my last heir
bequeathes — And I do further order and declare
that it is my will that the remainder of my money
and Notes shall be equally devided between my
wife Priscilla my three sons Abraham John
and Joseph and my Daughter Elizabeth that is in
five Equal Shares and each of the above to
have One share — And lastly it is my desire
that this my present Codicil be annexed and made
part of my last Will and Testament to all intents
and Purposes — In Witness Whereof I have
hereunto set my hand and seal this 20th day of
May in the Year of Our Lord One Thousand Eight Hundred
and eleven — Signed Sealed Published and declared by
the above named John Young Sen. as a Codicil to be
annexed to his last Will and Testament

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CANADA

POOR COPIE

Testament in the presence of
John Young Jun.
Warner Nelles
Ro.t Nelles

Signed
John Young (L.S.)

District of Niagara

Seal

In the surrogate Court 17th July 1812
Be it remembered that on the seventh day of
of July in the year of our Lord one thousand
Eight hundred and twelve
Personally came and appeared before me
Robert Kerr Esquire Judge of the surrogate court
for the District of Niagara William Wier and
John Young Sen.r both of the County of Haldimand
in the District of Niagara and Province of Upper
Canada Farmers, who being duly sworn on oath
deposeth and saith, that is the said William Wiers
declares that he was personally personally present
when the Testator John Young deceased
signed sealed and declared the above to be
his last will and testament, and that Lewis Scribner
and George Hughes were also present and that the
Testator signed the same in there presence
and that they subscribed in the presence of the Testator and
of each other

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CANADA
POOR. COPIE

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And the said John Young Junr. declares on oath that he was personally present when the above named Testator signed sealed Published and declared the above codicil to be part of his last will and Testament and ordered the same to be annexed to his the said John Youngs last will and Testament and further swares that Warner Nelles and Robert Nelles were also present and that the said John Young signed in the presence of them, and that they as witnessed subscribed in the presence of the Testator and of each other and further the deponents say not —

Signed/
Wm Wise
John Young Junr.

Sworn before me in the surrogate Court for the District of Niagara at Niagara in the Province of Upper Canada this seventeenth day of July 1812

Signed/ Robert Kerr Surrogate
District of Niagara

Signed/ Ralfe Clench Register
Surrogate Court —
District of Niagara

A true Copy
Sworn before me at Grand Rivi
this 9th day of
Feby 1833
[illegible]
Warner Nelles J.P.

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CANADA

POOR. COPIE

77

Received the ful consideration money as named to have been paid in the fore mentioned Lease. This the

John his mark Dochstoden

Witness Present

Adam Duff

Patrick Cairns

in the Lease of [illegible] before Executed

Witness

Dochstoden

to be delivered to Fredenburg for his calling for it

P.C.

No. 29

Lease

John Dochstader

To

Wilhelmus Fredenburg

77

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CANADA

POOR. COPIE

This Indenture made the sixth day of February in the Year of our Lord one thousand eight hundred and Thirty three Between John Dachstader of Burtie District of Niagara in the Province of Upper Canada Yeoman of the first part and Wilhelmus Fredenburg of the County of Haldimand District of Niagara and Province aforesaid Yeoman of the second part Witnesseth That the said John Dachstader for and in consideration of the sum of two hundred pounds Current money of the said Province to him in hand paid the receipt whereof is hereby acknowledged and also for the further considerations of the Yearly rents herein after mentioned and agreed to by the said parties to be paid Observed and performed by the party of the second part Hath granted Sold Demised his right and Title by Lease for one thousand acres of Land Lying and being on the Grand River being part and parcel of a certain Tract of Land Granted unto the said John Dachstader of the first part By the late Captain Joseph Brant Duly authorized agent and Principle chief of the Six Nations of Indians residing on the Grand River for and during the full end and term of nine hundred and ninety and nine years from the date of the said Lease To John Dachstader his heirs and assigns for and during the said Period or term of Years and the said tract or parcel of Land situated lying and being on the South side of the Grand River commencing one chain from the bank of the River at the north west angle of Gifford's Lot running from thence South ten Degrees East one hundred and twenty chains more or less to an old boundary Thence South eighty Degrees west Eighty four chains more or less to within the width of one hundred acres of the old Boundary of John Dachstaders Lease for twelve hundred acres Then north ten Degrees West Then along this line to within one chain of the bank of the Grand River Then downwards along the said River one chain parallell along the bank one chain from the bank to the place of Beginning containing one thousand acres more or less To have and to hold the said Granted and Demised Premises appurtenances unto him the said Wilhelmus Fredenburg of the second part His heirs Executors administrators or assigns For and during the remainder and residue of the aforementioned Lease Fully to be compleated Yealding and paying therefor Yearly and every Year if it shall be lawfully demanded during the Continuance of this Lease unto the said party of the first part His heirs Executors

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CANADA

POOR COPIE

6 July 1833

administrators or assigns the yearly rent of one peper corn and it is further covenanted and agreed that the said party of the second part His heirs or assigns paying the rent aforesaid of one peper corn unto him the said party of the first part His heirs or assigns That shall and may quietly and peaceably have hold occupy and enjoy the said hereby Demised Premises during the aforesaid residue and remainder of the aforesaid term of Nine hundred and ninety and nine years fully to be compleated without any hindrances disturbrances or molestations whatsoever of him the said party of the first part His heirs or assigns or any other Person or Persons having or lawfully claiming any right in the Premises. In Witness whereof the parties aforenamed here unto set thier hands and seals the day and year aforewritten

Signed sealed and delivered in the presents of us } Adam Duff Witness John his mark Dochlader

Patrick (Mins)

Wilhelmus Fradenburgh

N.B. the words) south. the in the first part) also. corn first.

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CANADA

POOR. COPIE

No 31

80

Claim of James Farmer
to G.R. Lands
Feby. 1833

Feb 1833

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POOR COPIE

81

To Paid double

9

Col. Givins
Superintendant of Indian Affairs
Wolfe

M.O'R. 13 July

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CANADA

POOR COPIE

82

Paid to Jm

Dated 28 Feb 1833
Isaac Davis
Jarvis Farmer
Lean for 2 1/2

Isaac Davis received
of me two pounds
teen Shillins Corrupty
on the Sade lot
Lewis German

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CANADA

POOR COPIE

This Indenture made the 28th February one Thousand eight
hundred and twenty eight between Isaac Davids of the
first part and Jarvis Farmer of the second part,
of the County of Haldemand District of Niagara and Province
of Upper Canada, Witnesseth that the party of the first part,
Doth Grant Lease and Lett unto the party of the second part that
parcel or parcels of Land lying on the line between Dumfries and
the Indian Lands, Butting on the line a Lott of Land to Contain
fifty acres of Land more or Less, In Consideration of the party of the second
parts paying a Rent of Six Dollars in Money, the Rent to Commence
from the present Date and from thence to Continue every Year
until the Expiration of twenty one Years, with all all and Singular
the Benefits Liberties and Privileges to the said parcel or parcels of
Land above mentioned, belonging to have and to hold the said Demised
Lands with the Appertenances unto the said party of the second part
his Executors administrators and Assigns for and During the above
Named Term of twenty one Years without any Lett Hindrance Dis-
turbance or Molestation whatsoever of him the said party of the first
part his heirs or Assigns or of any other person or persons having or
Lawfully Claiming any Right in the premises In Witness whereof
the party of the first part hath hereunto sett his hand and Seal
the Day and Year first above Written

Isaac his mark Davids

In presence of

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No. 32
Henry Brant
To
Thos Batson
Lease

84

Indian Affairs (RG 10, Volume 105)

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1 Sept 1832 85

This Indenture made at Brantford on the first day of September in the year of our Lord one thousand eight Hundred and thirty two Between Henry Brant near the villiage of Brantford Indian Chief of the Mohawk nation of the one part, and Thos. Batson Junr. farmer of the other part Sheweth that the said Henry Brant, for and in consideration of the sum of three pounds fifteen Shillings paid in advance, and for the first two years rent and two pounds ten Shillings yearly rent hath demised leased and to farm let and by these presents doth lease demise and to farm let unto the said Thos. Batson Junr. his executors, administrators and assigns all and singular that certain parcel of Land Situate, lying and being in the county of Wentworth District of Gore and on the Grand river tract, in the vicinity of Brantford containing one Hundred acres of Land be the same more or less, being the South half of Lots No. 30 in the Second concession of the new Survey of Indian Land with all the improvements and appertenances thereof, To Have and to hold the said land and premises and the improvements and appertenances hereby leased, or intended so to be to the only proper use and behalf of him the said Thomas Batson his executors, administrators and assigns for the full term of twenty one years for the aforesaid yearly rent of two pound ten Shilling to be paid yearly after the expiration of two years from the date of these present which annual rent and payments aforesaid the said Thos. Batson doth hereby agree to pay or cause to be payed

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according to the true intent and meaning of these presents
And the said Henry Brant for himself and representatives
do the hereby agree and covenant with the said Thos. Batson
and representatives that he and they doing paying and perform-
ing as aforesaid shall and lawfully may, peacably, and quietly
have hold use occupy and enjoy all and singular the premises
with the appurtenances during all the term of the aforesaid
twenty one years against him the said Henry Brant and
Representatives and against all others claiming or to claim by from
or under him or them

In witness whereof the parties to these presents have
set their hands and seals the day and year before written

Signed Sealed and
delivered in presence of
William his Knoll mark
W. K. Smith

Henry Brant

Thomas D. Batson

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C Gain 87
The Land of
No 33
Cassandra & James
Dodds.
Feby 1833.

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This Indenture made the fourteenth day of November in the year of our Lord one thousand eight hundred and twenty five Between Jacob Lewis the eldest son of Jacob Lewis, who is the principal Chief of the Six Nations of Indians residing on the Grand River in the province of upper Canada, and the said Six Nations of Indians, by their undersigned — principal Chiefs, as ratifying parties, of the one part and William Parker residing near the Village of Brantford, at the Grand River Bridge in the County of Wentworth, District of Gore and province aforesaid Miller of the other part. Witnesseth that the said Jacob Lewis, the Son, for and in consideration of the rents covenants and agreements hereinafter contained and mentioned on the part of the said William Parker his executors administrators and assigns to be paid done and performed; and the said Six Nations, by their undersigned principal Chiefs, in consideration of five shillings apiece to such Chiefs in hand paid by the said William Parker at or before the sealing and delivery hereof, the several receipt whereof is hereby acknowledged, Have and each and every of them Hath leased demised set and to farm letten, ratified and confirmed And by these presents Do and each and every of them Doth according to their several and respective Estate Right and Interest therein, lease demise set and to farm let, ratify and confirm unto the said William Parker and to his executors administrators and assigns All and singular that certain parcel or tract of Land situated near the said Village of Brantford, in the County of Wentworth aforesaid, containing by admeasurement Two hundred Acres be the same more or less, a plan or diagram whereof is to be annexed to these presents and to be accepted and taken as part thereof, as fully in every respect as if the courses and distances were inserted herein: Together with all and singular the Buildings Improvements rights members and appurtenances to the same hereby leased, or intended so to be, belonging or in any wise appertaining And also the privileges of Wood-bote or Wood-leave to the same extent as any individual of the said Six Nations now exercises, but for the use and convenience of the premises hereby or intended to be hereby leased and demised, only and not otherwise:

Which

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Which premises are part of the Grand River Territory formerly granted to the said Six Nations by the late Genral Frederick Haldimand, who was at that time Governor of the province of Quebec and its dependencies, and in which the said Jacob Lewis the Son hath acquired an individual Estate and property, by residing thereon and improving part thereof, according to the usages and customs of the Six Nations aforesaid. To have and to hold all and singular the Lands and premises, — privileges and Appurtenances, hereby Leased and demised, ratified and confirmed, or intended so to be, unto the said William Parker his executors administrators and assigns, from the first day of March next ensuing, for during and unto the full end and term of Twenty one years to be from thence next ensuing fully completed and ended; subject nevertheless to the payment of all Taxes, and all other legal and equitable payments whatsoever, wherewith the premises shall — become chargeable during the Term aforesaid; And also yielding and Paying therefore yearly and every year for the premises, during the said Term, on the last day in each year thereof in one entire payment, the annual Rent of six pounds five Shillings province currency, upto the said Jacob Lewis, the Son, his executors administrators or assigns on the premises, in good clean merchantable Grain at the Market price which shall be current at Brantford aforesaid when such yearly rents respectively become due without any deduction whatever. Which annual rent and taxes and other payments the said William Parker doth hereby for himself his executors administrators and assigns agree and covenant to pay or cause to be paid unto the said Jacob Lewis the Son, his executors administrators or assigns, according to the reservation aforesaid and the true intent and meaning of these presents. And the said William Parker doth hereby for himself his executors administrators and assigns agree and covenant to and with the said Jacob Lewis the Son, his executors administrators and assigns as follows, that he the said William Parker his executors administrators and assigns, or any of them, shall not and will not cut use or consume any greater quantity of wood upon the premises than shall be needful and requisite for Fences and fire wood and — Buildings thereby and thereon, excepting when it shall be necessary to clear any of the Land for cultivation; it being understood that the Lessee and representatives is and are to be at liberty to clear and cultivate as much of the Land as he and they shall think proper, but not to sell or give away any of the Wood or Timber whatever — And —

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further that he the said William Parker his executors administrators and assigns shall and will quit leave and yield up the premises at the end of this demise unto the said Jacob Lewis, the son, his executors administrators or assigns, without receiving any other notice whatever other than the determination of this Lease. And the said Jacob Lewis, the son, for himself and representatives agrees and covenants to and with the Lessee and representatives as follows; That he same Jacob Lewis and representatives shall and will receive and take all the Buildings which shall put upon the premises (by said Parker and representatives during this demise) at a fair valuation to be made by a majority of three disinterested persons to be fairly and equally chosen by the parties hereto; or in default thereof to give a new Lease of the premises to said Parker and representatives for such term and upon such conditions as shall be mutually agreed on between the parties; and in all events to give unto said Parker and representatives the right of pre-emption or prior purchase of a long Lease or fee simple of the premises, in case said Lewis, the son, shall ever obtain a better title therefor than that which he now has — And the said Jacob Lewis, the son, and the said Six Nations shall Warrant and Defend the premises unto said Parker and representatives during all the term hereby demised upon his and their doing paying and performing as aforesaid. In Witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written —

Signed Sealed and Delivered
In the presence of us.
the words "unto the said Jacob
"Lewis the son his executors admi-
"nistrators or assigns in the 24th line
also the words "without any deductions
"whatever" in the 27th line, & the
word "price" in the 25th line of
the second side being first
interlined. —

Jno Wooden
Joseph Reade

The mark of
Jacob + Brant

Wm Parker

The mark of
Jacob + Lewis the son

The mark of
Jacob + Lewis principal Chief

The mark of
John + Hill

Henry A. Hill

The mark of
John + Hill son.

The mark of
Henry + Brandon

Jaquaymons
The mark of
David + Frasier

The mark of
John + Gould

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91

The plan or Diagram mentioned in these presents as surveyed by Agustes Jones Nov 14 - - 1826

Begining at a stake on the Easteren Boundrey line of Mr Burtons Lands thirteen chains from the South East angle of the said lot of Land and running from thence the following caurces &c

S 40° E 35 c - 37 links to Mr Smiths line thence
N 26° E 26 c to the N.W corner of Mr Smiths lands thence
N 25° W 1 c - 50 h past the corner of Mr Givens fence thence
N 60° E 50 c thence
N 40° W 23 c - 75 h cross the rear Lewis Lot thence
S 50° W 50 c to a hickory tree marked opposite Staates house thence
S 67° W 12 c - 50 L to a stake thence
N 40° W 11 c to Mr Burtons Line thence along the same
S 50° W 40 c to the place of Begining containing 222 acres of Land more or Less

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92. Recd. December 13th 1826 of the within named Cassandra Dodds & James Dodd Six pounds five Shillings province currency in full for the first years rent of the within mentioned premises up to the 1st of March 1827 — and four pounds thirteen shillings and four pence province currency in part of the second years rent of the premises which will become due on the 1st of March 1828 — reference being had to the said Jacob Lewis Jr. rects to me on the original.

Wm. Parker

Recd May 6th 1831 of the within named Cassandra Dodds ten pounds five shillings provence currency in full of rent for the within menteoned premesy up to the 1st of March 1831 —

Witness

William B. Smith

his
Jacob X Lewis
mark

Recd March 3d 1832 of the within named Cassandra Dodds three pound two shillings and six pence provence currency being rent in full for the year ending March 1st 1832

Test Thomas Minshall

his
Jacob X Lewis
mark

Lease & Assignment
William Parker to
Cassandra Dodds
James Dodd.

92

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CANADA

POOR. COPIE

This Indenture made the thirtieth day of November in the year of our Lord one thousand eight hundred and twenty six Between William Parker residing near the Village of Brantford, at the Grand River Bridge in the County of Wentworth, District of Gore and province of Upper Canada Miller of the one part and Cassandra Dodds widow residing the aforesaid Village and James Dodd of the same place husbandman of the other part. Whereas the said William Parker in virtue of, and for the considerations mentioned in, a certain Indenture of Lease dated the fourteenth day of november one thousand eight hundred and twenty five, duly executed under the several hand and seal of Jacob Lewis the eldest son of Jacob Lewis (who is the principal Chief of the Six Nations of Indians residing on the Grand River in the province of Upper Canada and of certain of the principal Chiefes of the said Six Nations, became seized to him, his executors administrators and assigns from the first day of March then next ensuing for the full term of twenty one years, to be from thence next ensuing fully compleated and ended: Of and in All and singular that certain parcel or tract of Land situated near the said Village of Brantford, in the County of Wentworth aforesaid containing by admeasurement Two hundred Acres be the same more or less, a plan or Diagram whereof was to be annexed to those presents and to be accepted and taken as part thereof as fully in every respect as if the courses and distances were inserted therein: With all the appurtenances and the privilege of Wood-leave to the same extent as any individual of the said Six Nations then excercised, but for the use and convenience of the premises thereby leased only: (which premises are part of the Grand River Territory formerly granted to the said Six Nations by the late General Frederick Haldimand who was at that time Governor of the province of Quebec and its dependencies, and in which the said Jacob Lewis, the son, has acquired an individual Estate and property according to the Laws and Customs of the Six Nations aforesaid) and the privilege of right of pre-emption. Subject nevertheless to the payment of all taxes, and all other legal and equitable payments whatsoever, wherewith the premises should become chargeable during the Term aforesaid. And also Yielding and paying therefore yearly and every Year for the premises, during the said Term on the last day in each year thereof in one entire payment, the annual rent of Six pounds five shillings Province Currency unto the said Jacob Lewis the son his executors administrators

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POOR COPIE

or assigns, on the premises in good clean merchantable
Spring at the Market price which shall be current at
Brantford aforesaid, when such yearly rents respectively
become due, without any deduction whatever. As in
and by the same Indenture reference being there-
unto had will much more fully and at large
appear. Now this Indenture Witnesseth
that in consideration of five shillings upper
Canada currency to the said William Parker paid
by the said Cassandra Dodds and James Dodd at
the sealing and delivery hereof, the receipt whereof is
hereby acknowledged. And in consideration of the
payment of all rents Taxes, and other payments,
and of the true and faithful performance of all
and singular the Covenants Articles, Conditions,
Agreements, matters and things, contained and
specified in the before in part recited Indenture of
Lease, and which on the part of the Lessee and
representatives ought to be paid kept done and
performed: He the said William Parker hath
leased demised set and to farm let, bargained sold
assigned transferred and set over and by these
presents doth lease demise set and to farm let
bargain sell assign transfer and set over unto the said
Cassandra Dodds and James Dodd their Executors
Administrators and Assigns All and singular that
certain tract or parcel of Land hereinbefore mentioned or
referred to, containing by admeasurement Two hundred
Acres, more or less; a plan or Diagram whereof is to
be annexed to these presents and to be accepted and taken
as part thereof as fully in every respect as if the
Courses and distances were inserted herein Together
with all and singular the Appurtenances thereof, and
the privileges and advantages contained in the said
recited Indenture of Lease. To have and to
hold the same Land and premises, privileges and
appurtenances hereby leased and assigned, or intended
so to be, and the said recited Indenture of Lease and
all benefit and advantage thereof (in as full and
ample manner to all Intents and purposes as the said
Lessor and representatives could or might have held
and enjoyed the same, if these presents had not been
made and executed) unto the said Cassandra Dodds
and James Dodd their Executors Administrators and

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Assigns as Tenants in Common Lessees shall hereafter divide the tract, or as the said from the commencement of the before recited Lease, for during and unto the full end and Term of Twenty one years, to be from thence next ensuing fully completed and ended; against the said William parker and representatives and against all others claiming under him or them, any or either of them. Subject nevertheless to the payment of all Taxes and all other payments as aforesaid, and to the payment of the annual Rent of Six pounds five shillings province currency, at the times and in manner aforesaid, and also to the performance of all and singular the Covenants articles Contracts, agreements, matters and things contained and specified in the before in part recited Indenture of Lease and which on the part of the Lessee and representatives ought to be paid kept done and performed: Which annual Rents, Taxes and other payments, Covenants, articles, Contracts, Matters and things, the said Cassandra Dodds and James Dodd for themselves their representatives and assigns, agree and covenant to and with the said William parker his representatives and assigns To pay do and perform according to the reservation aforesaid and the true intent and meaning of these presents and of the said in part recited Indenture of Lease. In Witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written.

Signed sealed and delivered In the presence of us. the words "the son" in the last line of the first side & the words "Lessees shall hereafter divide the Tract", in the first line of this side being first interlined

William Parker

Cassandra Dodds

Benj. Willson

Joseph Reade

James Dodd

as to William Parker & James Dodd

Walter Renwick Witness

Joshua Minshall Witness

as to Cassandra Dodds

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Oneida Joseph
and wife
To Thos Minshall } Lease

No 34

96

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POOR COPIE

1829 25 Sept 1829 97

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This Indenture made and Concluded upon the twenty-fifth of September in the year of Our Lord one Thousand eight hundred twentynine, between oneida Joseph one of the Prensipal Chiefs of the grand River and his wife Jamiah, of the Same place, both of the County of ~~[illegible]~~ Wentworth, District of Gore and Province of upper Canada, ~~of the first part~~, and Thomas Minshall of the Same place and Province aforesaid yeoman, of the second part, Witnesseth that for the yearly rents and Covenants hereaftor mentioned in this instrument that is to say the parties of the first part Hath Leased and let and to farm letton unto the party of the second part for the Space and time of twenty one years, Commencing on the first day of January next, the farm being Known and Described by the name of Stoats farm formaly, and adjoining the Lodds farms, Say north of them, and the party of the second part agrees to pay unto the parties of the first part or their Heirs the yearly rent of Six Pounds five Shillings Currency of said province, the Same to be paid on the first day of January of each & every year, — the Same to be paid in good merchantable wheat Rye, or Corn, at the then market price, the above farm. the Said parties agrees and binds them selves that the Said party of the second part Should have two hundred acres of Land adjoining Said improvement above described and to injoy the Same in peace for the Space and time of the twenty one

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twenty one years first before mentioned, and for which the said parties of the first part obligates them selves to warrant and defend from any person or persons from Claiming or to Claim said premises, Which we have here unto set our hands and seals the day and year first before mentioned

In the presence of us

the word (have) interlined before signed

Mary her X mark Smith

William K Smith

Oneid his Sr Joseph mark

Jamiah her + mark Joseph

Thomas Minshall

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No. 36

99

claim of
Hiram Capron
to Gd. Rd Lands
11 Feby 1833

PAID 1/6

Double
Land Contract

DUNDAS
13 Feby

To Colonel Givins Esquire
York

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11 Feb 1833

100

Gentlemen

Enclosed are my Leases for Two Hundred acres Land on the Grand River &c &c

I wrote a particular account of the transfer Tittles as they have been handed down from the Late Capt. Joseph Brant by Mr. [illegible]hn Smith of Paris with orders for him [illegible]ll at the Rigesbry office Dundas and [illegible] them to you — But Mr. Durand [illegible] at the same time enclosed them [illegible] trusting that Mr. Smith will leave my Letter with you — My desire is patents from the Crown direct to me &c &c

Yours truly

Hiram Capron

Paris Grand River
11 Feb. 1833

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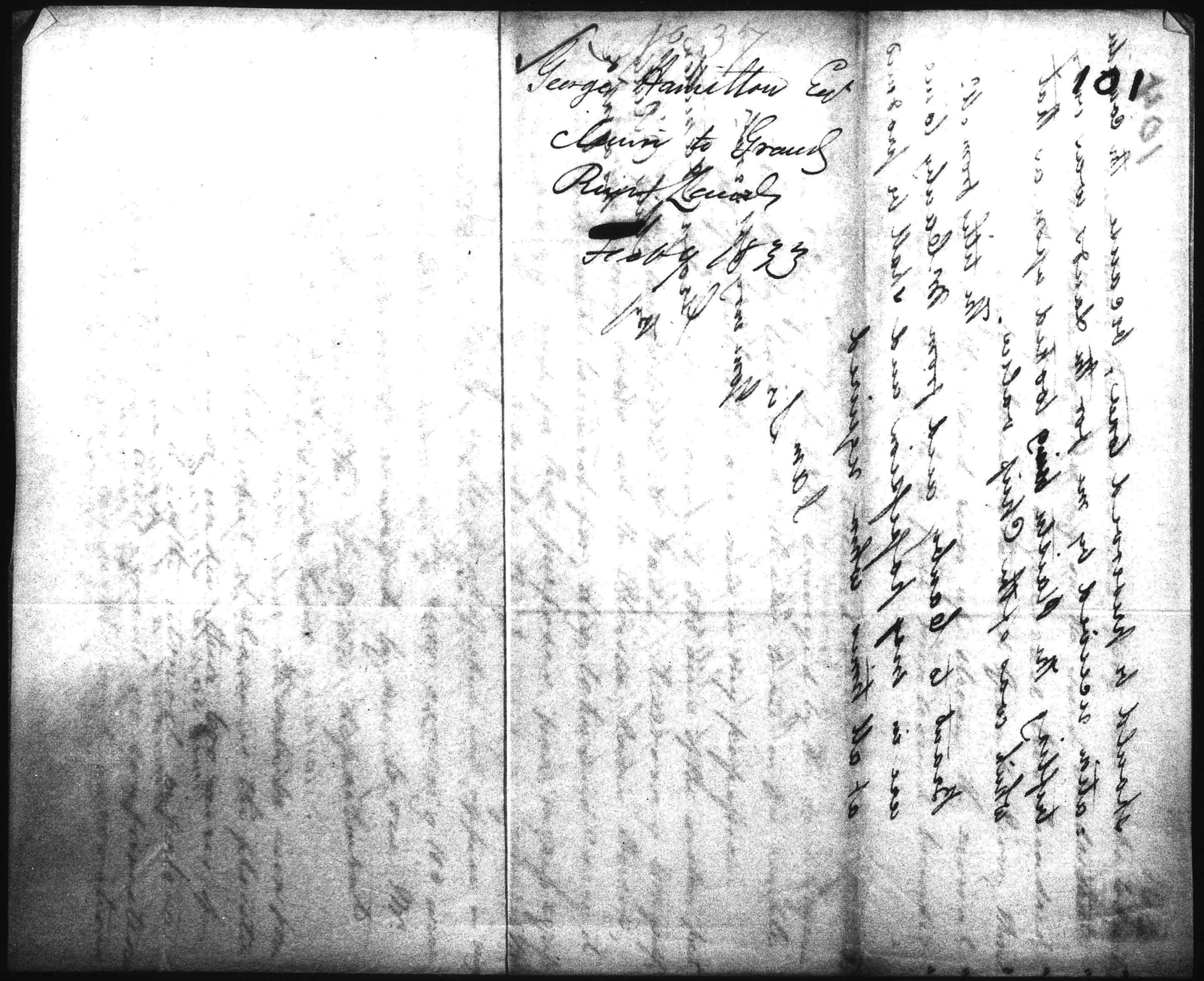
POOR COPIE

No 37



George Hamilton Esq
Claim to Grand
Rivers Lands
Feby 1833

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POOR COPIE

Hamilton 11th Feby 18[illegible]

Sir

In pursuance of a notice from you appearing in the Upper Canada Gazette I beg leave to present an abstract of the title to certain lands in the Grand River in which I am interested.

On the 26th of January 1797 Captain Joseph Brant conveyed to Benjamin Canby Esq by Lease and Release in fee simple "All that block tract "a parcel of land situate lying and being upon "the Grand River (or River Ouse) in the (then) "Home District (now in the Gore District) the said Grand "River running or nearly running through "the centre thereof and comprising by admea"surement six hundred acres or thereabouts, be "the same more or less; which said block tract or parcel "of land is butted and bounded as follows "(viz) beginning at a forked bounded elm tree "standing at the forks of the Grand River aforesaid "about three miles above the white means and on "the western side of the said River, and running "thence south seventy seven degrees west two "hundred and fifty six chains to the eastern "side line of the township of Blenheim, thence "bounding on that line south sixteen degrees"

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"East twenty three chains and forty three links, to Dundas
"Street thence bounding on the said Dundas Street
"north seventy seven degrees east two hundred
"and sixty chains to the said Grand River thence
"bound on the said river up stream the several
"courses thereof to the first mentioned bounded
"elm tree"

The above described lands were afterwards on 5th day of July 1816 conveyed by the said Benjamin Canby by lease and release to me in fee simple all of which titles are now in my possession.

Afterwards I conveyed 500 acres of the western part of these lands to one Mr. Gaad, Reserving to myself and my heirs all the Plaister Rocks therein, with right to search for, dig, take and carry it away, and for these purposes, free ingress egress and regress &c. also the privilege of the water for erecting mills &c all of which will appear on my deed to him. The remaining 100 were subsequently conveyed by me to one Mr. Walker thin of the Indian department with the like reservations. It will be seen from the above that what I claim is the plaister contained in or under these 600 acres of land, and it is of the utmost importance to me that in any grant or confirmation by the Crown my rights and reservations

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should be preserved tone, because the considera-
tion received by me for the Lands was very
trifling the Plaister being looked upon as that
which was of the Chief value.

The titles from Mr.
Brant to Canby and from Mr Canby to me
are in my possession and shall be produced
at all times when required

I am Sir
Your very Obt. Servt.
George Hamilton
By Miles O'Reilly
his agent &c

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No 38

Claims of

Catherine Brant

and

David Phelps

Grand River Lands

February 1833

105

Feb 1833

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POOR COPIE

One hundred and three Chain to a Stake
Road thence long said Road to the place of beginning
one hundred and fifty acers of land being the same more
or less Together with all the privaleges and
Appurtenances there unto belonging or in any wise
appertaining for and during the full & end and term
of nine Hundred and ninety nine years fully to be
Complete and ended paying and yielding therefore
yearly and every year One Dunghill foul if the same
be lawfully demanded In witness whereof the parters
to these presents have hereunto set their hands
and apprised their Lease the day and year
first before written

Signed Sealed and
Dl in the
presence of us
John Brant
Cpr. L. Phelps

Catharine Brant

Catharine Brant
Copy of
Lease to her 106
Daughter
Catharine Brant
March 9th 1811

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CANADA

POOR COPIE

This Indenture made in this Sixteenth day of March in the year of our Lord one Thousand eight hundred and eleven at Nelson in the District and Province of Upper Canada Between Catharine Brant widow of the late Capt Joseph Brant Deceased of the one part and Catharine Brant daughter of the aforesaid widow of the other part both of the Township of Nelson Home District and province aforesaid witnesseth that the said Catharine Brant Senr her heirs Executors and administrators for the rents covenants and agreements here in after mentioned reserved and Contained and exprysed on the part on the part of the said Catharine Brant Second her heirs Executors administrators & assigns Have granted demised & leased & to farm Let unto the aforesaid Catharine Brant second her heirs Executors administrators or assigns all that certain piece or parcel of land lying and being situate in the County of Haldiman on the road leading from the Head of Lake Ontario to the Mohawk Village on the Grand River Commonly called Swamp road on the South side of that said Road known and described by being Lot Number three Containing by admeasurement as follows beginning at a Stake Standing by said road Thence South Sexty two degrees and thirty minutes East one hundred and three Chains to a Stake Thence South Seventy Degrees Thirty minutes West twenty Chains to a Stake thence North Sixty two degrees and thirty minutes West

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Peter Johns and Catherine his Wife bind them Selves their heirs Executors administrators and assigns unto the aforesaid David Phelps his heirs Executors administrators and assigns firmly by these presents in Witness whereof the parties have hereunto set their hands and Seals the day and year before ~~the~~ written

Singn Sealed in
Delivrd in presents of
Augustus Jones
Jacob Brant

J
C

108

Copy of
Lease Peter Johns
To David Phelps
30th Dec - 1814

Recorded Dundas
Since Dovr to
Beriah Phelps

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POOR COPIE

This Indenture made at Nelson this Thirtyeth day of December in the year of our Lord one thousand eight hundred and fourteen Between Peter Johnson and Catharine Johnson his wife of the Home District and in the Province of Upper Canada of the one part farmer and David Phelps of the County of Haldimand and of the Province afore said farmer of the other part Whitnesseth that the said Peter Johnson and Catharine his Wife for and in Consideration of the Sum of Sixty five Pounds Currend money paid on to him in hand by the said David Phelps the Receipt here of acknowlege and for the further rents Covenants and agreements herein after mentioned reserved and Contained and expressed on the part of the said David Phelps his heirs Executors administrators and assigns have Granted remised Leased let and farm let unto the afore said David Phelps his heirs Executors administrators and assigns all that Certain Piece or Parcel of Land lying and being Situate in the County of Haldimand on the Road leading from the head of Lake ontario to the mowhawk Villege on the Grand River Commonly Called the Swamp and on the South Side of the said road Known and being discribed By being lot Number three and begining at a Stake Staning By the said road and running thence South Sixty two degrees and thirty minutes East one hundred and three Chains to a Stake thence South Seventy degrees thirty minutes West Twenty Chains to a Stake thence North Sixty two degrees thirty minutes West One hundred and three Chains to a Stake on the said road thence a long the said road to the place of Begining Containing one hundred and fifty acers of Land being the same more or less Together with all the privileges and appurtances there unto belonging or in any wise appurtaining for and during the full end and term of Nine hundred and ninety nine years fully to be Competitted and ended paying and yealding yearly and every year one pepper Corn if the same be lawfully demanded and for the true performance and Peacible possession of wich the said

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110

No 39.

Lease - Widow Brant
to
Wm Muirhead
(Grand R. Claims)

Vide
9734.
D. Thorburn.
(Register 1856-60)

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No. 41

Claim of
Jacob Ale to
Gt. Rt. Land.

Feby. 1833.

Mr P. Robson
of york

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POOR. COPIE

Lease from
Isaac Davids to
Jacob Ale of
50 Acres Land
lying between Govn. Road
& Dumpers line for
21 Years fm 1828

Dated 8 March 1828

Indian Affairs (RG 10, Volume 105)

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POOR COPIE

KODAK SAFETY FILM

This Indenture made this Eighth day of March in the year of our Lord One Thousand Eight hundred and Twenty eight between Isaac Davids an Indian of the Mohawk Nation residing on the Grand River in the District of Gore and Province of Upper Canada of the one part and Jacob Ale of the Township of Dumfries District & Province aforesaid Yeoman of the other part Witnesseth: That the said party of the first part for and in consideration of the sum of One pound ten shillings of Lawfull money to him his heirs executors administrators or assigns yearly and every year well and truly paid by the said Jacob Ale his heirs executors & hath leased let and to Farm letten and by these presents doth Lease & Let to the said Jacob Ale his heirs executors administrators or assigns all and singular that certain parcel or Tract of Land situate lying and being or may be otherwise known as follows that is to say: commencing at a Stake or Stone on the North side of the Governor Road to extend along the said road in an easterly direction Twenty chains thence northerly to the line of Dumfries Twenty five chains thence along said line westerly Twenty chains thence southerly to the place of beginning let the same be more or less (Held) by the said Isaac Davids by virtue of a lease from some of the Chiefs belonging to the six nations Dated June 1st 1826

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To have and to hold the same during the term of Twenty one Years from the date of this Indenture. The first payment to be made Twelve months from the date hereof and to continue yearly and every year at the same time in the year

In witness whereof the said parties to these presents have hereunto set their hands and Seals in the day and year first before written

Signed Sealed & delivered in presence of us
James Wilkes
John Burley

Isaac his x mark Davids

Jacob his x mark Ale

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115

S

The go ar ~~on the~~ betwix Dumfriss and
The governs road number 11 and number 12
In on number 11 and number 12 teenty ake
of in proove ment

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CANADA

POOR. COPIE

No. 42

Claim of
Jas. Degrow &
Hiram Kettle
Gd. Rr. Lands
February 1833

116

The Honourable
Peter Robinson
Commissioner for Crown Lands &c
York

Indian Affairs (RG 10, Volume 105)

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POOR COPIE

Unto the Honble Peter Robinson
Commissioner for Crown Lands

117

The
Memorial and Petition of
James Degraw & Hiram Wells
residing on Lot No. 35 Indian
Land Governors Road

Humbly Sheweth

That Your Petitioners on March
1831 by order of Capt James Brant took
possession of this Lot No. 35 Governors Road
where each of us have erected Houses
and Cleared about Twenty Six Acres of
Land Eight of which are under Crop

That Your Petitioners located
themselves here upon the express condition
that they were to have their Lands on
purchase upon the same Terms as those on
their immediate Neighbourhood which is
Four Dollars & 3d Currency per Acre they humbly
Supplicate Your Honour to Grant them
their Assurance in return of Post to this
effect

That Your Petitioner James Degraw
served a Volunteer in the Rifle Company the
last War and thinks he should have a
Preference to any Stranger as he has a
Wife and Family and is advanced in
Years

May it Please

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May it Please Your Honour
to Grant the Same and
Your Petitioners shall ever Pray &c

James Degrow
Hiram Hiltle

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CANADA

Poor Copie

No. 43

119

Claim of
Wm. Edmonson &
Thos. Edmonson
to Gt. Rr. Lands
February 1833

The Honourable
Peter Robinson
Commissioner for Crown Lands
Cork

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POOR COPIE

8 Feb 1833

Unto the Honble Peter Robinson
Commissioner For Crown Lands

120

The
Memorial and Petition of William
Edmenson and Thomas Edmenson
residing on the front Half of Lot
No. 34 on Dundass St Indian Trak

Humbly Sheweth

That your Petitioners Emegrated from Scotland in 1830 and came up to this Province. Last Spring we Bot. an Improvement of four acres on said Lot No. 34 From Jacob Angor for which we Paid him 30 Dolars we went and told Mr John Brant Superintendant of Indian Afairs he said we had acted Perfectly right in dowin so as he wished all the Land here to be settled with Old Contry Pople with this incouragment we comenced an put a good Log House on said Lot No. 34 and comenced improving we have 9 acres in crop and are Busy Clering we have in all about 18 acres cleared

Your Petitioners have a Brother and 3 Sisters who came out Last Summer we wish to continue on this Lot and would Supplicate your Honour to let us have it at some fixed Price and prevent its being Set up at Public Sale

And your Petitioners will ever Pray
William Edmenson
Thomas Edmenson

Dundass St L 34
Feby 5th 1833

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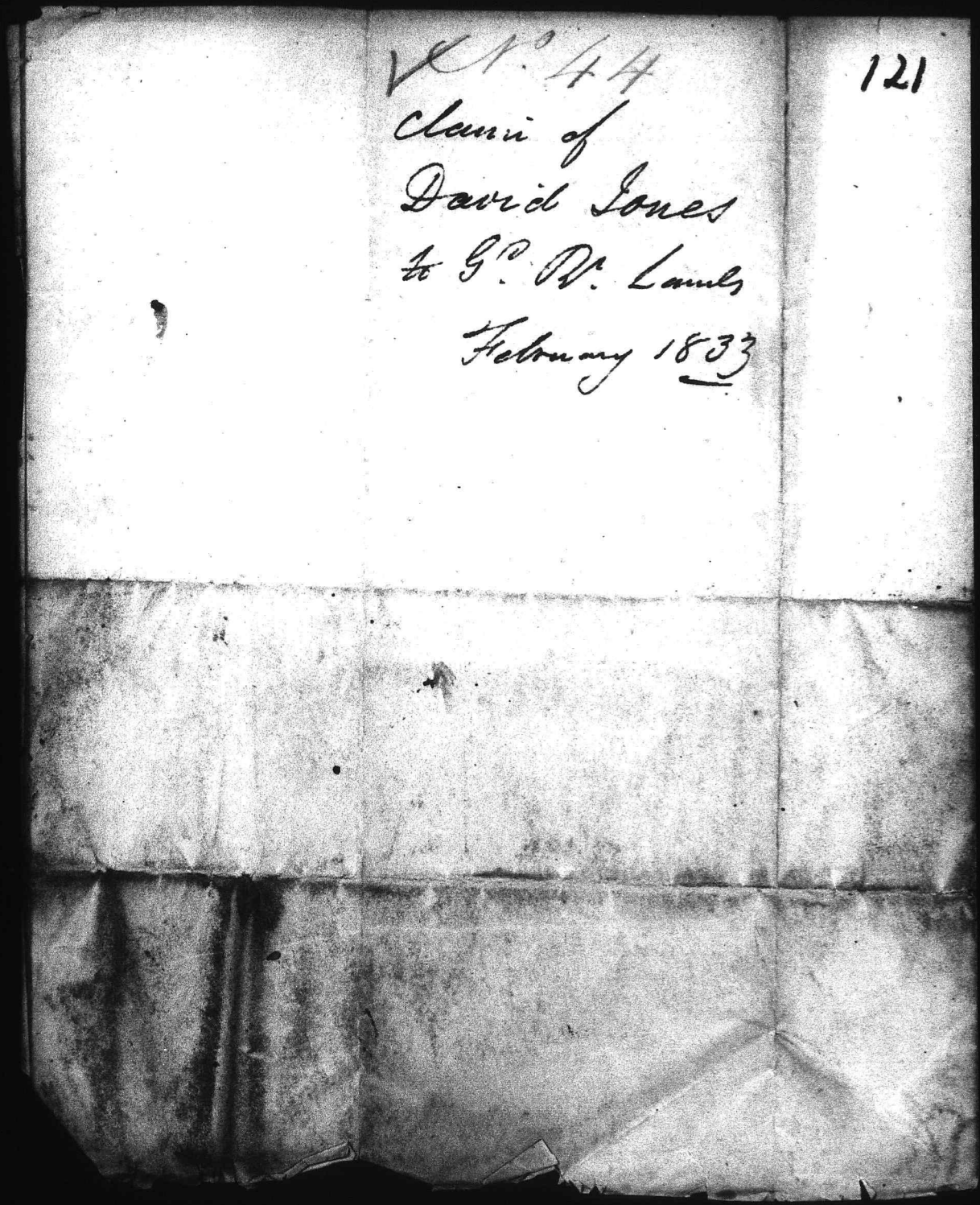
POOR COPIE



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POOR COPIE

October 11th 1832

122

This is to Certify that David Jones Has got Liberty from the Indian Chief to Improve and Settle Lot No 3-4 and 5th on the third Concession from the governors Road Each Containing two Hundred acres and to have the first Wright to Buy or Lease when it is Sold or Leased— as Witness my Hand—

Witness present
Nickles Dickels

his
Jacob + Jose
mark

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POOR COPIE

No 45

Claim of
William Curtis
to Gr. R. Lands
February 1833

Wm Jr. Durand
called & sworth saw
[illegible]
[illegible]
[illegible]

Yet

Broomhill near Pars 12 / 2 Mo 1833

Esteemed Friend

124

Inclosed are two leases held by us of part of the Indian Tract — We had been informed that a notification by letter would be sufficient but have since been told otherwise

Very Respectfully

William Curtis

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POOR COPIE

No 46

Claim of
John Smith
to Sd. Rt. Lands
Feby. 1833 –

135

Col. Givens
Agt. for Six Nation Indians
York

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CANADA

POOR. COPIE

Paris 11th February 1833 126

Sir

Enclosed you will receive a transfer of possession and improvements made on and belonging to a certain tract of land composed of the South part of Lots No 12 & 13 in the first Concession of Indian Lands South of Dundas Street the said improvements were made by the individuals whose names are to the transfer and were the occupiers upto the date of my leaseing it of them which was about Eighteen month since, since the time of leaseing, having been informed that the said first Concession was surrender to the Government to sale and that those on such parts of the land which had Indian improvements upon would be reserved from sale I have been induced to purchase their Right and Interest to the land above described that I might purchase the Right of soil from the Government I therefore pray that you will lay the transfer (together with this letter) before the Trustees appointed for that purpose and them as an application to purchase the land mention in the transfer at a fair and just price

Ed. Jarvis
agent for the
Six Nation Indians

I am Sir
your obt Servt
John Smith

York

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POOR COPIE

No 48
Ansel Hulbert
Dated 20 Dec. 1820

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POOR COPIE

20 Dec 1832

128

This Indenture made the Twentieth day of December in the Year of our Lord One Thousand Eight Hundred and Thirty Two, Between David Day an Individual Indian of the Six Nations, located on the Grand River Territory in the District of Gore and Province of Upper Canada, On the One Part, and Ansel Hulbert of the Township of Glanford in the District and Province aforesaid Farmer, on the other part Witnesseth that the said David Day for and in consideration of the Rents Covenants and agreements herein after reserved and mentioned on the part of the said Ansel Hulbert his heirs Executors & Administrators to be paid, kept, and performed, hath Demised Leased and Sett, and to Farm Letten, and by these presents doth Demise, Lease, Sett, and to Farm Let unto the said Ansel Hulbert his heirs Executors and Administrators All that Farm or Tract of Land lying and being Situated, on the Road leading to Hamilton from the Grand River, and one Quarter of a Mile South of the Indian Line, thence to run one Quarter of a Mile on said Road, and from thence to extend West ward one Mile and one Quarter to Contain Two Hundred Acres of Land, To Have and To Hold the Said Farm, hereby Leased, with the appurtenances thereunto belonging unto the said Ansel Hubbert his heirs and Executors from the Twentieth day of December Current for and during the Term of Twenty One Years, to be from thence ensuing fully Completed and Ended, Subject Nevertheless to the payment of all Taxes, and all other Legal and equitable Payments whatsoever whereunto the demised premises shall become Charged or Chargeable during

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POOR COPIE

the Continuance of this Lease, And also Yielding and paying Yearly during the first Three years of this Lease the Sum of Twenty Two Dollars or Five Pounds Ten Shillings Provincial Currency, Which Sums being the Amount of Sixteen Pounds Ten Shillings is all that the said Ansel Hulbert has to pay to the said David Day ~~for the~~ use of Said Land for Twenty One Years, And the said Ansel Hulbert at the Expiration of this Lease Binds him and his Foresaids to Leave the Premises, In Witness whereof the Parties hereto have hereunto set their hands and Seals the ~~Twentieth~~ day and Year first above Written

Interlined before Signing

Signed Sealed and Delivered
Before and in presence of

David his × Day mark

Ansel Hulbert

John C Alloway

Abraham his × Licks mark

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POOR COPIE

1833

Andrew Thomson

C 1852

1833.

1st Feby 1833

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POOR COPIE

Dunnville 1st Feby 1833

131

Colonel Givens

Dear Sir)

My friend Wm Walter B Sheehan the bearer informs me that you are at the Head of the Indian department which induces me to make some Inquiries —

I am told by some of the Indians that there is one or two Salt Springs on the Grand River between this place and Brantford they also appear to be disposed to rent them to me —

Should the Water prove Good when properly tryed I should feel disposed to erect Salt Works providing I could rent said Spring or Springs and a sufficient Quantity of Land for to put the necessary Erections on for a length of time or buy at a fair valuation

I would take it as a particular favour If you would condecend so far as to give me some Information respecting whether

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whether the Indians have a right
to Lease out Lands and ~~Islands~~
what Length of time, also if it
would be in the Power of the Nation
who resides on the Land to Lease out
a part thereof for the purpose
of having Salt works Erected

I have the Honor
to be Dear Sir Your
Obedient Servt

Andw Thompson

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V

John McDonald

No 53

1833

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POOR COPIE

134

Grand River 1 February
1833

To Colonel Givins

Sir

as I wish to comply with your notice I wish to inform you that I am the Son of the Late Lieut Christopher mc Donald of the 2d Regt of Lincoln Militia who was killed with my Brother at the Battle of Chippawa in action with the enemy I hold in Possesion one Hundred acres of Land on the Grand River from the Cayuga nation for 21 years at a Rent of Six Bushels of wheat per year I have no Lease for the Land But the Indians themselves put me on the Land I therefore wish to comply with your orders and Regulations and hope I may be allowed to Remain

John mc Donald

Colonel Givins

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POOR COPIE

Thomas Martin
Commission for
Location
June 28 1892

135

No 54

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POOR COPIE

136

We the Chiefs Residing and owning the Lands on the grand River Do give Permission to Thomas Martin a British Subject and a Native of Ireland to take up and Improve two Hundred acres of our wild land Near Isaac Camps and Joining the Township of Rainham Line and Commencing Near Reserve 19 Grand River June 28th 1832

Wt

John Crokes

George his x Mark Monture } Cyugus

Chiefs

Peatop his x Mark } Dellawa

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CANADA

POOR. COPIE

C 1062

137

Joseph Dance

Dated 3 Feb 1842

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CANADA

POOR COPIE

3 July 1832 138

Know all Men by these presents that I Samuel Fenevery one of the Cheafes of the Cayuga tribe on Grandriver by Nativity an indian Do agree to let lease or by these presents Do let lease all that tract or parcel of land lying and situated as followes the western part of the Sinica flat on the Northern side of the G River that is to say a Gaar be twene two Creekes Bounded by the River in front by Jos. Wardens Creeke in West Running eighteen Chains up the Creeke be it the same More or less By Canbys line on the North and by Mc Donals Creeke on the East and by presents Do lease that afore said lands to Jos. Donnee Sen. of Holdimand him his heirs Executors or assignes for the term of twenty one years for the Sum of [illegible] Dollars per year [illegible] is to be paid yearly and Every year also put him in Peaceable possesion to hold and to occupy for the afore said term without any Molestation of the Six Nations of indians for which performance I Bind Myself My heirs Executors administrators and assigns in a penal sum of two hundred Pounds Province Curency for the performance of the above we have hear unto set our hands and seals this third Day of July the Eighteen hundred and thirty two Signed Sealed & Delivered in present of

Samuel Fenevery
Joseph Donnee
mark

Wm T Burk
Mas Doney

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POOR. COPIE

Lease between 139
Lewis Delway
and
Hiram Gifford
Made May 1st 1831.

C 1263

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POOR COPIE

made the first Day of May one
Hundred and Thirty one. Between
of the Grand River District of Niagara
of Haldimand Province of Upper Canada
Part. and Hiram Gifford of the said
aforesaid of the second Part.
that the said Lewis Delvay his Heirs Execu
Administers and Assigns of the first Part
Presents doth grant Bargain and to Farm
unto the said Hiram Gifford his Heirs Executors
and Assigns of the second part, that certain Piece
or parcel of Land known as follows lying and
being on said grand River viz. Beginning at a
certain Elem Tree at being the Boundary line between
Harvey and said Hiram Gifford and running along said
Line South. East ten Degrees. Eighty Chains, thence
South eighty Degrees West. Sixteen Chains and
twelve Links to Harvey Giffords line thence runing
along said line North. ten Degrees West. Eighty Chains
to the said River. Thence along the several Courses
of the River sixteen Chains and twelve Links
to the Place of beginning, containing two Hundred
of Land be it more or less. The said Hiram
Gifford to have and to hold the said Piece or
Parcel of Land, for the Term of Twenty one Years
thence now ensuing with all Appurtenances thereto
belonging and fully to be completed & ended.
For and in consideration of the Sum of two
Pounds ten Shillings Currency payable in Wheat
at the Market Price, to be paid Yearly and
every Year unto the said Lewis Delvay his Heirs &c
And the said Harvey Gifford his Heirs and Executors
Administrators and Assigns binds himself to cause to be
well and truly paid at the aforesaid Day and Time.

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POOR COPIE

[illegible] for before expressed and to the said
Heirs and Assigns. — And if not
and Time appointed; then this Instru
nul and Void. — And the said Hera
peaceably have, hold, occupy, possess and
Trouble. hinderance molestation interrup
any other Person or Persons claiming und
under the Penalty of Fifty Pounds C
In witness whereof, the Parties whereof have
set their Hands and Seals, in the Day and
above mentioned —

Lues his x mark Delu

In presence of } Harvey Gifford Harvey Gifford
Wm John Freeman

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POOR. COPIE

And for before expressed and to the said
his Heirs and Assigns. — And if not
and Time appointed; then this Instru
nul and Void. — And the said Hira
peaceably have, hold, occupy, possess and
Trouble. hinderance molestation interrup
any other Person or Persons claiming und
under the Penalty of Fifty Pounds C
In witness whereoff, the Parties whereof have
set their Hands and Seals, in the Day and
above mentioned —

Lues his × mark Delu

In presence of } Harvey Gibbond Hiram Gibbo
Wm. John Freeman

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POOR. COPIE

Rec^d of Salmon Minor all the arrearage rent up to the 1st Jany 1833 —

A. S. St John

his
George & Monture
mark

Salmon Minor

No 67

142

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POOR COPIE

Know All Men by these presents that we chiefs of the Six Nations of Indians residing on the Grand River in the Province of Upper Canada; for and in Consideration of the yearly Rent of Ten Bushels of good merchantable wheat to be paid to us yearly on the first day of January of each and every year by Salmon Minor of the Town of Moulton, County of Haldimand and District of Niagara Yeoman, have demised and to farm let and by these presents demise and to farm let unto the said Salmon Minor his heirs Executors, Administrators and Assigns one certain piece of land lying and being situated in said Town of Moulton County and District aforesaid Bounded as follows (that is to say) beginning at a Tree on the Bank of the Grand River on the line between what is generally denominated the Boulton Tract and the Indian Reserve; thence North, thirty degrees East seventy nine chains, thence West, thirty degrees north thirty chains fifty links, thence South thirty degrees West, Seventy nine chains to the bank of the

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POOR COPIE

said River thence down said River thirty chains fifty links to the place of Beginning (containing by admeasurement two hundred and forty and three fourth acres of land more or less) with the Buildings thereon standing, for the term of twenty one years from this date To Have and to Hold to him the said Salmon Minor his heirs, Executors, Administrators and Assigns for said term for him the said Salmon Minor to use and to occupy, as to him shall seem meet, and prosper. And said Chiefs of the six nations doth further covenant with the said Salmon that he hath good right to let and demise the said Letter and demised premises aforesaid and that they, the said Chiefs during the said time will suffer the said Salmon quietly to Have and to Hold, use occupy and enjoy said demised premises and that said Salmon shall have, hold use occupy possess and enjoy the same free and clear of all incumbrance, Claims, rights and title whatsoever, In witness whereof we the Chiefs of the Six Nations have hereunto set our hands and Seals this first day of January in the year of our Lord one Thousand Eight hundred and twenty five

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POOR COPIE

The above dues to be delivered at the Cayuga long House said to be fifteen miles up said River from the Within named property

Signed Sealed and delivered in presence of
A S St John
Orson Phelps
Eleaner Minor

Anixwa on
George his & Monture mark

Capt John his & Haner mark

Having compared the above with the original, we certify it to be a correct copy

John Armour

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POOR COPIE

C 1024/C 1806

Sarah Dennis

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POOR COPIE

147

Know all men by these presents that I, Joseph Duquanayo or Thasnoghthu a war Chief of the Seneca Nation Inhabiting the Grand River in Upper Canada do make over and Surrender unto Sarah Dennis formerly Sarah Anderson a prisoner adopted among the Onondagas, niece to Shakohenghe a Chief of that Tribe, at and every right and priveledge to possess a house and improvement formerly occupied by me & Situate on the West bank of the Grand River or ouse, beginning at the lowermost boundary on the bank of the river, thence S 45.d W one hundred chains thence N 45 d W thirty five chains eighty two links: thence W 45. E one hundred and seven chains to the bank of the River thence down Stream to the place of beginning, containing three hundred and seventy acres two Roods and thirty seven perches, by Survey. And I do hereby bind myself my heirs and Executors to defend the said Sarah Dennis and her heirs in the peaceable possession of the same against every other claim whatsoever, In Witness whereof I hereunto affix my hand and Seal. with the approbation and Consent of the Chiefs of our United tribes,

Witness
Sally Wier
J Norton
J Mayendalnton

Jos. Duquanya
Thaosennoghton
Jos. Brant
Tharonyowane

Nov 15. 1806 Onandaga Grand River

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POOR COPIE

148

I warn before me at Grand River
this Ninth day of February 1833

Warner Stellis J.P. John C Davis

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POOR COPIE

No. 1

Papers which were with Box opposite to me:

Letter of Nathaniel Dennis to Wm Bunde relative to William Cooks Claim -

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Lewis Burwell Esq
Surveyor
Brantford

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POOR COPIE

150

Nelles Settlement Grand River
6th. September 1836.

Lewis Burwell Esq.,

Sir

I beg to state to you that in consequence of a mistake committed by Captain Joseph Brant, whereby a certain portion of land was granted by lease, first to Nicholas Cook who afterwards to my father; about ten or eleven years ago Mr. Jno Cook ceded to me part of the frontage of his farm (being the portion above alluded to) from an oak tree to a Spring, for which he was to have on the upper part of his farm the same quantity of land in front. This exchange was made by me while I was in possession of the farm now occupied by William Dennis. —

I am Sir

Your mo ob Servt

Nathaniel Dennis

Brantford 23

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POOR COPIE

N° 72
Allen Corner

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POOR COPIE

1273 10 may 1837 52

This Indenture made the Tenth day of may in the year of our Lord one thousand eight hundred and thirty one Between William Crawford an Individual Indian of the Six Nation Indians located on the Grand River territory in the district of Niagara province of Upper Canada. On the one part and Allen Corner lately of the Township of West Flamborough in the district of Gore and Province aforesaid Farmer on the other part Witnesseth That the said William Crawford for and in consideration of the Rents Covenants agreements herein after reserved and mentioned on the part of the said Allen Corner his heirs Executors & Administrators to be paid kept and performed that Demised Leased and sett and to farm Letten and by these presents doth Demise Lease sett and to Farm Let unto the said Allen Corner his heirs Executors and administrators All That Farm or Tract of land lying and being situated on the banks of the Grand River as presently posessed by Frederick young Farmer supposed to contain Two Hundred acres of land more or less bound on the north or upper part of the River by the Farm in the possession of the said William Crawford and on the south or lower part of the River Farm by the Farm possessed by Jacob Wintermute Farmer with the houses out Houses & appurtenances thereunto belonging to have and to Hold the said Farm hereby Leased with ~~that~~ the appurtenances thereunto belonging unto the said Allen Corner his heirs and Executors from the first day of may current for and during the ~~Four of Eight~~ Term of Eight years to be from thence ensuing fully completed and Ended Subject nevertheless to the payment of all Taxes and all other legal and equitable payments whatsoever wherewith the demised premises shall become charged or chargeable during the continuance of of this Lease And also yielding and paying yearly and every year during the first four years of that Lease the sum seven pounds Ten Shillings provincial curney yearly and every year during the ~~last four~~ years of said Lease the sum of Twelve pounds Ten shillings provincial currency yearly and every year

that

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POOR COPIE

That in merchantable grain at the Cash price Which Annual rents taxes and other payments the said Allen Corner doth hereby for himself his Executors and administrators agree and Covanant to pay or cause to be paid acording to the reservation aforesaid and that on the first day of may yearly and ~~this~~ it is hereby Covenanted and agreed That no Tavern or house of Entertainment is to be kept on the said Farm and that if the said Farm is to be let to a white man the said Allen Corner shall be prferd and he is hereby entitled to the first offer of the said Farm at the same Rent And the said Allen Corner at the expiration of this Leare Binds him and his foresaid to leave the Fences Houses and out houses in good Tenantable condition In Witness whereof the parties hereto have hereunto set their hands and Seals the day and year first above written

Signd Seald and delivered Before and in presence of

Alex Glen
Robert Thompson
Henry Brant

Sworn before me at Grand River this 9th day of february 1833

Warner Willis J.P.

William his + Crawford marks

Allen Corner

Peter Young

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POOR COPIE

154

No. 74
Claims of
Thomas Rymer
to Gd. River Lands
6th Feby. 1833

Paid 9d



DUNNVILLE
Feby 7th
U C

Coe. Givins
C. I. Agent
York

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CANADA

POOR. COPIE

Drummville 6th Feby 1833,
155

Sir

In compliance with a Notice that appeared in the upper Canada Gazette a short time since; I hereby inform you that I have in possession a Lot of Land formerly belonging to the Six Nations of Indians; but formerly Leased by Capt. Joseph Brant to Capt. W. B. Sheehan, and by his heirs to Doct. Hunter and by him to me, the Amt. conveyed as above is One hundred and Six Acres, of which Conveyance the Heirs of the late Capt. Sheehan will without doubt give you all necessary information —

~~I the~~ Sir
Your Obdt.
Servt.
for Thos. Rymer
A. S. St. John

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No. 45
Luther Cooley
31 January 1883

Claim to G. River
Lands

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POOR COPIE

Mount Pleasant January 31st 1833.

Sir,

I claim 50 Acres of land on the Indian Lands, being the rear west end of Lot No 7 on the west side of the main road leading from Brantford to Long point, original lease is dated 1st May 1806 signed by the Late Ct Jas Brant Agent for the term of 999 years and witness'd by Eps S Phelps and Amos Stringer Jo Earl convey'd the same to David Burtch. David Burtch to my Father Luther Cooley and him to me

and am Sir,

Your obedient humble Servant

Luther Cooley Junr

To,
Cont Gwins,
C.S.I.A.,
York,

P.S. My Sister, Patience Elmyra Flood lives on 100 Acres of Land Lot No 7 West side of the main road, by a lease from the Chiefs for 21 years to her my Father Luther Cooley Senr and from him to her

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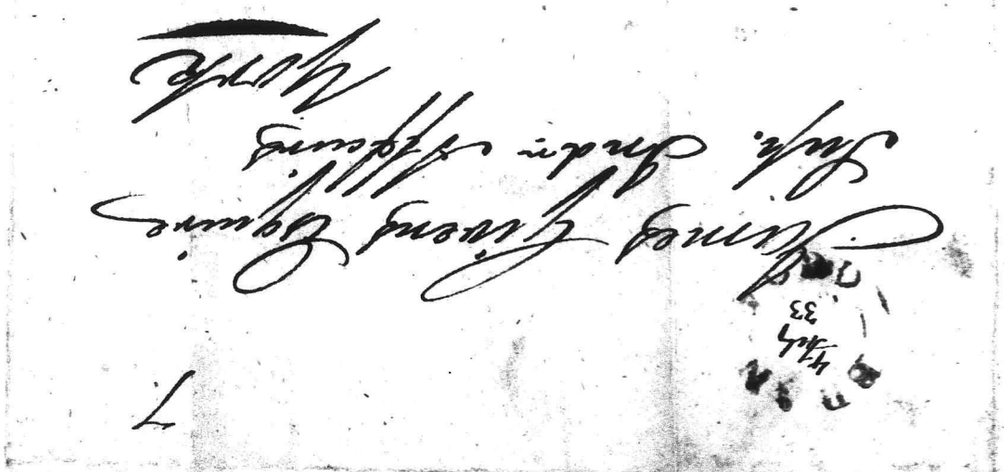
John Ketteridge
30 January 1833
No. 76

158

Claim to Grand R.
Lands



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Grand River January 30th 1833 159

Sir

Agreeable to Notice given for all those who hold Indian Leases to report the same on or before the 15th of Next Month, I therefore send You a Statement of a Lease I hold for two hundred Acres near Brantford, from an individual Indian of the Mowhawk Nation for the term of twelve Years - of which four Years have expired - the Lease is dated January 11th 1829 — I have paid the full amount of Rent for the twelve years on the sealing and delivery of the Lease which is receipted on the same amounting to fifty five pounds Currency — which is certified to be correct

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correct by William Holmes Esqre one
of His Majestys Justices of the Peace —

I am Sir
Your Obt Servt
John Kitteridge

N. B. The Lease is Signed by Peter Smith, his wife and Mother

James Givens Esqr
York —

I Certify that I have examined the Lease mentioned in the above Statement and find the particulars correctly detailed
31st January 1833

W. Holmes J.P.
for the Gore Dy 5

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CANADA

POOR COPIE

√ No. 77 161
Stephen Burch
January 1833.
Claim for Grand Rl.
Lands 7

5 July
33

Con^l Givins
C. S. I. A.
York

Indian Affairs (RG 10, Volume 105)
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CANADA

POOR. COPIE

Mount Pleasant 30th January 1833

Sir/

I live near Mount Pleasant on the Indian tract - on 100 acres of land being the East half of Lot No. 5 on the West side of the road leading from Brantford to Long point, the lease for which was Executed 1st Octr 1801 and signed by the Late Ct. Jos. Brant, and Witness'd by W B Sheahan and William Sturges for the term of 999 Years - also 30 Acres of land lying near the Centre of Lot No 8 on the East side of the road from Brantford to long point for 999 years which lease is also executed by the Late Ct Joseph Brant, and is now in the possession of Thomas Perrin who owns the front part of said lot

and am/ Sir/

Your most obedient humble Servant

Stephen Burtch

To
Con Gwins
C.P.I.A.
York

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No. 78

Hiram Scovel

January 1833

Claim to Grand River Lands

163

Confidential
C. J. A.
York

145

5 July 33

Indian Affairs (RG 10, Volume 105)

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CANADA

POOR COPIE

Mount Pleasant 31st January 1833

Sir,

I claim 74 acres of Land being part of Lot Number two (on the west end of the same) on the West side of the road leading from Brantford to Long Point and have a lease for the same dated 1st January 1810 for the term of 999 Years which lease is signed by twenty two Chefs of the Nations of Indians residing on the Grand River and is Witness'd by Esther Phelps and Ep^s L Phelps and on which lease is written as follows

"The fore going lease was leased by Capt. Jo Brant "and by misfortune it was burnt and we the "signers see fit to renew it"

also 200 Acres of Land which lies on the west side of the Main road leading from Brantford to Long point and a little below ~~Mount~~ the Village of Mount Pleasant

and am, Sir,

Your most ob^t humble Servant

Hiram Scovell

To
Con^e J Girins
C.S.I.A
York

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POOR COPIE

No. 79
James Racey
24 January 1833

Claim to Grand River Lands

165

Conquering
B.S.A.
York

5 July
33

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POOR COPIE

Mount Pleasant 25th January 1833 –

Sir,

I beg leave to say that I have purchased the following Land on the Indian Reservation Viz

45 Acres on Lot No 3 (near the Centre of said Lot) which was originally granted by the Chiefs to David Burtch, from David Burtch to Gideon Olmstead from Gideon Olmstead to Andrew Nellis from whom I purchased it – The lease for 153 Acres of this lot is for the term of 999 Years (of which this 45 Acres is a part) was Executed 1st January 1808 signed by four Chiefs and Witnessed by Henry A Bill and Eps L Phelps – the consideration money for the same was paid as per receipt annexed to the original instrument which is as follows – Viz

"Received on the within the full contents of the fore
"going Lease as consideration money this 31st July
"1809 in behalf of the Six Nations we say received by
"us £86-7-0 New York Cy signed by nine Chieves –

also 120 Acres being the rear part of Lot No 4 on the West side of the road, leading from Brantford to Long Point for the term of 999 Years Lease Executed to Andrew Nellis from the late Captain Joseph Brant bearing date the 19th February 1805, and signed by him – Witness'd by Augustus Jones and W K Smith

I purchased the same of Andrew Nellis –

and am,

Sir,

Your most obedient humble Servant,

Jas. Racey

Con'l Gwins
C.S.I.A.
York

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POOR COPIE

No. 81
James Thompson
Claims to Gd River
Land

167

Indian Affairs (RG 10, Volume 105)

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CANADA

POOR COPIE

13 June 1832

168

To His Excellency Sir John Colborne K. C. B. &c &c

That your petitioner being in possession of Lot No 7. No 6 and a part of No 5 by virtue of a Lease from the Six Nations of Indians comprising nearly Two hundred Acres being bounded on the Credit Road on the north and on the south by Lands owned by Rufus Johnson on the south by virtue of a long lease

Humbly Sheweth

That your petitioner is the person that addressed a letter to your Excellency by the hand of John Shore in which I stated my situation and the improvement I had made on said Lands and was requested by the Commissioner of Crown Lands to make known my claim on or before the 30 inst. I therefore pray your Excellency would take it into consideration and allow him the privilege of purchasing said Lands and a reasonable time of payment at the rate of fifteen Shillings per acre and the first instalment to be paid in two years from the first day of next March ensuing and the remainder in yearly installments if it should meet with your Excellencys approbation. Your petitioner reason for addressing your excellency at this time in hand is certain speculators that has gone so far as to threaten to buy my Land from under me if money would do it. now it would be very unjust to suffer such things to take place and as I am a British subject and have done considerable towards opening the Road often working many days over and above my Statute Labor Therefore hope your Excellency will be favorable to your petitioner

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CANADA

POOR COPY

Your petitioner therefore humbly prays that your Excellency may take it into consideration and allow him the privilege of purchasing the same a the within mentioned terms that his improvemen may not be sacrifised to Speculators

And Your petitioner as in duty bound will ever pray

James Thompson

Wentworth 13 June 1832

N.B. Now at the time I settled on said Land in 1826 I could have purchased land of a superior quality for ten Shillings per acre and ten years to pay for it but my convertion were all settled on the Crundon Road therefore I think it very hard to pay for my own improvement as that has increased the Value in the eyes of Speculators which I hope your Excellency will take into consideration

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POOR COPIE

No 82

~~Daniel~~ John Showers
Sen

Claim to Gd River
Lands

15th June 1802

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CANADA

POOR COPIE

10 June 1832 171

To His Excellency Sir John Colborne K.C.B.
Lieutenant Governor of upper Canada and
Major General Commanding his Majesties
forces therein &c &c &c

The petition of John Showers Humbly sheweth
That your petitioner is in possession of Lot Number
Twelve and the Broken Front of Lot No. 13 on the West
side of the Grand River and South of the Dundas Street
on the Indian Reservation by virtue of a Lease
for Twenty one years from the Six Nations Indians —

Your petitioner settled on said Lands in the
year 1826 when this part of the Country was entirely
new, not a Mill, Blacksmith, Merchant or a
Physician within Eight Miles, since which time
your petitioner has made considerable improvements
under the impression that he would be enabled
to retain it untill the expiration of said Lease.

Since the Survey recently made by Mr. Lewis Burwell
Your petitioner has purchased the Fee Simple or possession
of Wm Johnson the Native Indian residing on Broken front
Lot 13 and has paid to him Twenty six pounds being the
full value of his improvements in order to enable
you petitioner to purchase the above Lots without
any incumbrance on the part of the Indian Nations.

We pray that Your Excellency may take it into
Consideration and allow me to purchase the above Lots
of Land at fifteen Shillings pr acre should my Lease not
be sufficient to hold the Lands the time specified therein

Your petitioner came into Canada at the Commencement

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of the Revolutionary War - an U.E. & Loyalist and has since held a Commission under his Majesties during the the Late War with the United States, Your petitioner further wishes to State that he has a Large Family to Maintain and has no other means whereby he can support them but by holding the aforesaid Lands, as he has Expended most of his Moveable property in buying the Indian possession, paying the Rents, and improving the Lands — which your petitioner calculated was preparing himself a home for his declining Years

Your petitioner therefore humbly prays that he may be admitted to purchase the above discribed Lands at fiftan Shillings pr Acre, and have one Year allowed to make the first payment with interest and the residue in three Equal Annual payments with interest — In which case Your petitioner may saved from the hands of those Land Speculators who are daily trying to deprive him of his property —

And Your petitioner as in duty bound will Ever pray — &c &c

John Shown Junr.

Indian Lands
June 15th 1832

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No 83 173

Daniel Spear

Claim to St. River Lands

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POOR COPIE

To His Excellency Sir John Colborne K.C.B. Lieutenant Governor of Upper Canada and Major General Commanding his Majestys Forces therein &c &c

Humbly Sheweth

That your petitioner being an actual Settler on Lot No 11 on the Indian land lying on the Queens Street and by virtue of a Lease bearing date June 1824 and in possession of said Lot, and having made Improvement to the Amount of Six Hundred Dollars including a large two Story House and Kitchen attached to the same Your petitioner being anxious to purchase said 200 Acres of land and is willing to pay at the rate of fifteen Shillings per acre providing your excellency will allow him a reasonable time for payment, as I have expended a considerable amount in improvement. Therefore do not feel prepared to meet such sperupt payment as was required on the day of Sale,

Your petitioner therefore humbly prays that your excellency may take it into consideration and allow him the privilege of purchasing the same at the above mentioned price that his improvement may not be sacrificed to greedy Speculators

And your petitioner as in duty bound will ever pray

Daniel Spear

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Rec^d of John Showers Senr the sum of
twenty six pounds Cy for my improvement
on Lot No. 13 Broken front on the Grand
River

Wm his X Johnson
mark

Paris March 1st 1832

Witness the above
Wm Shane

175

Please No. 8 from
Wm Johnson
to
John Showers Sen
a true copy

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CANADA

POOR COPIE

1 Mch 1837 76

Know all men by these presents that I William Johnson of the tribe of Mohawk Indians Residing on the Grand River - do well and truly sell all my right title Interest and Claim Together with the im=provements whatsoever to a piece of Land being on the South side of Canada Street and west side of the Grand River - Known by posts sett to John Showers Senr - For the sum of twenty six pounds Currency - The possession of the above mentioned improvement made to the aforesaid John Showers Senr - this the first day of March One thousand eight hundred and thirty two. Whereas I set my hand & seal at Paris - in the District of Gore -

In witness of William Hume } William his X mark Johnson

A true Copy -

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CANADA

POOR. COPIE

Wm. D. Dutton
claim to Gd. Rr. Lands
1833
No. 85

177

Paid 7

11 July
33

Col. James Givens
Chief Superintendent Indian Affairs
York

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CANADA

POOR COPIE

Brantford February 11th 1833

Sir I beg leave to Report myself to the Hon. Board of Trustees as holding Indian Lands under leases from Mary & Margaret Brant Heirs of Isaac Brant of about 200 Acres or more & have annual rents on the same for many years have enclosed & Improved about 100 Acres of the same & Expended near 300 pounds in Buildings & Improvements on the same; & I also retain during the pleasure of the Government a part of the Lands in the rear of Brantford under a Lease from John Hill having quetly given up all claim to the town Lots thereon except several which were near my Buildings & not yet sold nor yet recorded to me but referred from Honorable board: & I have also rented a small piece of Wood Land about 2 Miles from Brantford & paid rent to John Hill about 5 years; all of the above Statement I shall be prepared to lay before your Honorable Board & to show them that I have been the first Settler of this Village by several years & Invested all my Property about 500 Pounds 16 or 17 years ago to promote its growth and I hope I shall be found entitled to your favorable consideration in all my transactions with the Indians & have been always ready to submit to the justness of the Government willingly I am Sir

Your obedt
Servt

Wm D. Dutton

Col. Givins
or
Board of Trustees
York

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POOR COPIE

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√ Copy of Leave
Peter Johns
to
John Gilks
Dated 10 Feb
1831

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CANADA

POOR. COPIE

Memorandum of agreement made the 10th day of February in the Year of Our Lord 1831. between Peter John of the Indian Lands, in the Gore District of Upper Canada, and John Gilkes of the same place Witnesseth, that the said Peter John, doth covenant and agree with the said John Gilkes, to demise and let unto the said John Gilkes from the first day of January now last past, all that Farm or inclosed Field, ~~[illegible]~~ situate upon said Indian Lands, containing by estimation Thirty Acres of Land together with One Hundred and Twenty acres of unimproved land lying contiguous to said field, and which said field and unimproved land ~~[illegible]~~ adjoins to a certain Farm belonging to Nathan Gage of Brantford, together with all rights privileges, appurtenances, whatsoever to the same belonging or known as part or member thereof, to hold the same from said 1st day of January now last past, at and under the Yearly rent of £4.10.0 of lawfull Money of Upper Canada, to hold the same for the Term of Twenty One Years fully to be complete and ended And the said John Gilkes doth covenant and agree with the said Peter John to take the aforesaid premises for said term and at the same Rent payable yearly and every Year on the first day of January in manner aforesaid —

In witness whereof the said parties have interchangably hereunto set their Hands and Seals the day and Year above written

Witness

Wm Holme

Sig. Peter John (L.S.)

John his + Gilkes (L.S.)
Mark

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POOR COPIE

181

John Filkes
Recd to G.B.
12th Feb 1833
Lucas

No 84

7d

Col Gwins
Indian Agent
York

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CANADA

POOR. COPIE

182

Brantford 12th February 1833

This covers a copy of John Silkes Lease from the Late Peter John for Two hundred Acres of Land. Should it be necessary the Original Lease can be forwarded.

12 Feb 1833

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CANADA

POOR COPIE

1853

Lease 21 Years
from
Abraham Legwos
to
Christian Young

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CANADA

POOR COPIE

184

This Indenture made this Twenty fifth day of December One Thousand eight hundred and thirty two, Between Abraham Liquorse one of the Mowhawk Nation of Indians Residing on Grand River of the one part and Christian Young of Grand River County of Haldimand and District of Niagara Farmer of the other part (Witnesseth) That the said Abraham Liquors in Consideration of Rents and Agreements hereafter Mentioned doth hereby Lease and demise unto the said Christian Young his Heirs or assigns Two hundred acres of land being part of the Grand River Territory belonging to the Six Nations situated and being in the County of Wentworth District of Gore and Provine of Upper Canada that is to say Commencing at the Indian line on the west side of the Road leading from Choats to Crawfords twenty Chain thence to extend back from the Road the same width back to make two Hundred, acres, together with the Appurtenances thereof to have and to hold the same unto the said Christian Young his Heirs and Assigns for and During the term of Twenty one Years from the date hereof subject to the payment of all Taxes where with the same may become Chargeable Also by paying him twenty five pound P. Currency for the afore said term further the said Abraham Liquors doth agree and bind himself his Heirs and Assigns in Case if he should get a Deed for the same to make the said Christian Young his Heirs or Assigns a Deed for the same at the Expiration of the twenty one Years by his or their paying he the Said Abraham his Heirs or Assigns the Sum of seventy five pound Lawful Money. And the said Abraham Liquors shall Warrent and Defend all and Singular the Land and premises hereby Demised during all the term Aforesaid unto the said Christian Young his Heirs or Assigns upon his or their paying and performing as afore said We both bind and oblige our selves and afore saids to fulfil these presents Under the Penalty of One hundred pounds Lawful Currency to be paid by the party failing to the party willing to fulfil the same. In Witness whereof the parties have hereunto set their hands and seals the day and Year first above written

Witness present
Jacob Wentmeile
Peter Young

Christian Young

his
Abraham Liquors
mark

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Copy No 116

Lease by Abraham Liquors in favor of Christian Young 25 Dec 1832

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CANADA

POOR. COPIE

25 Dec 1832

186

This Indenture Made this Twenty fifth day of December One Thousand Eight hundred and Thirty two Between Abraham Ligwors one of the Mohawk Nation of Indians residing on Grand River of the one part and Christian Young of Grand River County of Haldimand and District of Niagara Farmer of the other part (Witnesseth) That the said Abraham Ligwors in consideration of Rents and Agreements hereafter Mentioned doth hereby Lease and Demise unto the said Christian Young his Heirs and Assigns Two hundred Acres of land being part of the Grand River Territory belonging to the Six Nations Situated and being in the County of Wentworth District of Gore and Province of Upper Canada That is to say Commencing at the Indian line on the West side of the Road leading from Chouto to Cruickfords Twenty Chains, thence to extend back from the Road the same width back, to make two Hundred Acres, together with the Appurtenances thereof, To have and to hold the same unto the said Christian Young his Heirs and Assigns for and during the Term of Twenty one Years from the date hereof Subject to the payment of all Taxes wherewith the same may become chargeable Also by paying him Twenty five pound P. Currency for the aforesaid term, further the said Abraham Ligwors doth agree and bind himself his Heirs and Assigns in case he should get a Deed for the same To make the said Christian Young his Heirs or Assigns a Deed for the same at the Expiration of the Twenty one years by his or their paying to the said Abraham his Heirs or Assigns the Sum of Twenty five Pounds Lawful money and the said Abraham Ligwors shall Warrant and Defend all and Singular the Lands

and

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CANADA

POOR COPIE

and premises hereby Demised during all the Term Aforesaid unto the said Christian Young his Heirs or Assigns upon his or their paying and performing as Aforesaid We both Bind and Oblige ourselves and Aforesaids to fulfil these presents Under the Penalty of One hundred Pounds Lawful Currency to be paid by the party failing to the party willing to fulfil the same. In Witness whereof the parties have hereunto set their hands and Seals the day and year first above written

Signed

Witness present — Abraham his + Liquors

Jacob Wentimute — Mark

Peter Young — Christian Young

Sworn before me at Grand River this 9th day of February 1833 that this is a true Copy

Warner Ellis J.P. } Henry Dockstadersmer

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POOR. COPIE

188

Claim of Samuel Chapman to Lands in Grand River Res.

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Vol. 89

Samuel Chapman
Claim to Lot R Island,
1833

29 January

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POOR COPIE

Mount Pleasant 29th January 1833

Sir,

I have the transfer from a lease for two hundred of land formerly granted by the late Ct Joseph Brant, which lease bears date the 26th December 1806 for 999 years - which land is the second tear of lots No 5 East side of the road leading from Brantford, to Long Point and am, Sir,

Your most obedient humble Servant -

Samuel Chapman

To J Gevins Esqr
C. S. I. A.
York

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POOR COPIE

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7

14 July 33

Con^l. Gwins, C.S.I.A.

York

No 90
Thomas Parsons
Claim to S.P.A.
Lund 1833

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POOR COPIE

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Mount Pleasant 30th January 1833 –

Sir/

I am in possession of the following lands on the Indian tract

200 Acres under a lease of 21 Years – Executed 26th March 1823 – Signed by Jacob Lewis and Henry A Hill Witness'd by W K Smith and Jas Rarey – being a Lot in the rear of Lot No 3 East side of the Road leading from Brantford to Long point – Also

200 Acres under a lease of 21 Years, Executed 27th Decr 1823 Signed by Seven chiefs – Witness'd by James Stuart and Henry A Hill – being in the rear of Lot No 2 on the East side of the Road, leading from Brant-ford to Long point /

and am / Sir / Your most obedient humble Servant

Thomas Parsons

To
Cond Gwins
E S I A
York

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7

To — Col. Givins —
Superintendent General
of the Indian Affairs
in Upper Canada
&c — &c &c
York

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POOR COPIE

Brantford 11th February 1833-

Colonel Givins

Sir I beg leave in pursuance of a certain advertisement respecting the claims of Individuals to any part of the Indian lands on the Grand River Tract, to State, that I hold a lease from Jacob Johnson bearing date the 25th day of April 1832 - for the term of twenty one years, at and for the annual rent of seven pounds and ten shillings currency, with an agreement to do certain other improvements, of the following pieces or parcels of land (viz.) known as being the farm lands and premises which he the said Jacob Johnson held occupied and possessed as his possession by the Consent and approbation of the Six Nation Indians -

I have had various opinions expressed to me whether it were necessary or not to send in my lease to you - but have lately been informed that

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that it was the intention of the Government to send a Committee, or Commissioners to this place to investigate these different claims Should it be necessary for me to send to you the original lease at York- I shall be greatly obliged if you will notify me accordingly, and also what proof or further evidence it will be necessary for to make to substantiate my claim to said land &c.

I have the honor, to be,

Sir

Your Obedient humble

Servant,

John Lovejoy

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POOR COPIE

Richard Thomas
claim to Ed. R'Lands
1833

No
92

18 May 1832

Mr. Durand called
and took away
leave from Jury
per order of
Thomas
W. H.

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POOR COPIE

Sir

Brantford 9 July. 1833

On hearing of a advertisment to send
In the leases on the Indian Lands
I send mine for your inspection
And I shall take it as a great favour
If you will send me a few lines by
The return of the male that you
Have reseved it pleas to direct to
Richard Thomas Brantford

I remain
Yr. mo: ob. Servt
Richard Thomas

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Copy of Lease from
Joseph Brant to Joseph Petrie
Junr belonging
to
John A. Wilkes Esq
Brantford

No. 94

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2 May 1801 199

This Indenture made this 2nd day of May in the
Year of Our Lord one thousand Eight hundred
and one between the Six Nations of Indians
residing on the Grand River in the Province of Upper
Canada by Joseph Brant Principal Chief and agent
for the said Six Nations duly authorised by the names
of them the said Six Nations in their behalf to execute
Leases of such parts and parcels of them Lands as by
the said Joseph Brant shall be thought fit of the one part
And Joseph Petrie ocsident in the vicinity of the said
Grand River Husbandman of the other part Witnesseth
That whereas on the Twenty fifth day of October in the year of
our Lord one thousand Eight hundred and eighty four
at the city of Quebec upon the representation of the said
Joseph Brant in behalf of the said Six Nations of Indians
to the late General Frederick Haldimand Esq. the Governor
and Commander in Chief of the Province of Quebec and
territories depending thereon &c &c &c by the said Commander
in Chief in Consideration of the early attachment to His
Majesties Cause manifested by the Mohawk Indians
and of the loss of their Settlements which they thereby sustained
by an instrument in writing by him Subscribed with
his Seal at arms annexed" and since to wit on the
20th day of March in the year of our Lord one thousand
Eight hundred and ninety four duly registered in
the Secretarys office of the said Province of Upper Canada
Lib: 8 Fol 8 was pleased to grant appropriate and
assign unto them and such other of the Six Nations as
inclined to settle in that quarter Six miles deep
from each side of the river Ouse or Grand River at
the mouth thereof and extending in that proportion
to the Head of said River to be enjoyed by them and their
posterity forever. Reference thereunto being had.
The said Six nations of Indians by Joseph Brant
their agent as aforesaid in consideration of the Rents
covenants and agreements hereinafter mentioned reserved
and contained on the part and behalf of the said Joseph
Petrie his heirs executors administrators and assigns
doth for and in consideration of the sum of Thirty seven
pounds ten Shillings lawful money of the province aforesaid
to them the said Six nations in hand paid before the sealing
and delivery of these presents the receipt and payment
whereof they the said Six nations by the said Joseph Brant their
agent as aforesaid do hereby acknowledge have granted demised

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leases set and to farm letters and by these presents
do grant demise lease set and to farm let unto
him the said Joseph Petrie and to his heirs executors
administrators and assigns all that certain Tract
or parcel of Land being part and parcel of the before herein
described territory granted by the said Commander
in Chief to the said Six nations as aforesaid Butted
and bounded as follows that is to say beginning at
a beech Tree marked standing by a small gutter by
the creek (called Sandhills Creek) thence north 45 Degrees
degrees west thirty chains to the creek accross the point
thence down stream to the first mentioned boundary
containing by admeasurement one hundred and
fifty acres be the same more or less agreeable
to a survey and plan thereof made and executed
by William Hamby Surveyor reference thereto also
being had. To have and to hold the said
tract or parcel of Land last herein before mentioned
unto him the said Joseph Petrie his heirs executors
administrators and assigns from the day of the date
of these presents for and during the full end and term
of nineteen hundred and ninety nine years from thence next
ensuing and fully to be compleat and ended. Yielding
and paying therefor yearly and every year unto the said
Six nations or their agents for the time being on the
first day of January one pepper corn if the same be
lawfully demanded. And the said Six nations
by Joseph Brant their agents as aforesaid do covenant
grant and agree to and with the said Joseph Petrie
his heirs executors administrators and assigns paying
the rent herein before reserved and contained as is herein
before expressed, that he and they shall and may at all
times hereafter peaceably and quietly have hold occupy
possess and injoy the said parcel or tract of Land herein
before last mentioned granted and demised together
with all the privileges and appurtenances thereunto in any way
and appertaining for and during the said term of
Nineteen hundred and ninety nine years herein before granted
and demised without the lawful let suit trouble molestation
expulsion or interruption of or by them the said Six nations of

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Indians or any or either of them or of or by any other person or persons whomsoever claiming or to claim by from or under them or any or either of them or by or with them or any of their privity assent consent or procurement

In Witness whereof the said parties to these presents have hereunto interchangeably set their hands and seals the day and year first herein before written

Signed & delivered in presence of as sign.s Thos Merritt
John Smith
John Thomas

Joseph Brant (L.S.)

Joseph Petrie (L.S.)

True Copy
James Wilkes

This Lease is assigned over by Joseph Petrie to Joseph Fils. by Joseph Fils to Peter Walker by Peter Walker to John Westbrook by John Westbrook to James Bigcraft and by James Bigcraft to John A. Wilkes

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Affidavit of
Nathan Howel

No. 95

As to Jones' claim
for payment from
Indians as Surveyor

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776 27 Feby 1833 203

Personally appeared before me William Holmes Esquire one of His Majesty's Justices of the Peace for the District of Gore, ~~Samson~~ Nathan Howell of Dundas Street in the said District and made oath that when Augustus Jones Deputy Surveyor of the said District, was on his way to York in the early part of the summer of 1832 he called upon this deponent and stated to him this deponent, that he the said Augustus Jones had a claim against the six nation Indians on the Grand River to the amount of Two hundred pounds Currency for services which he had performed for the said six nation Indians as Deputy Surveyor during the life time of the late Captain Joseph Brant late agent for the said six nation Indians - That when the said Augustus Jones returned from York he again called upon this deponent, and there stated to this deponent that his demand against the said six nations for the above mentioned services amounted to the sum of Five hundred and fifty pounds Currency - or twenty two hundred Dollars -

Nathan Howell

Sworn before me at Brantford in the said District this 2nd day of February 1833

Wm Holmes Jr

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Justin Loomis
and John Mair
claim to Gd Rr Lands
1833

No. 98

204

Pair 9

Col. Livius
C. J. C.
Yorke



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Dunnville 13th Feby 1833

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Dear Sir

Mr Justin Loomis and John Alair have handed me two Leases, one or Mr Loomises purporting to be from two Mohawk Chiefs dated 14th April 1826 for life and Mr Alairs from Peter Curley for Twenty one years dated 1st day of January 1832 for One hundred acres on the North Side of the Grand River Eleven Miles from the Mouth — Mr Loomises is for an unlimited No. of Acres and adjoins the Old Dockstader Tract

I am Sir
Your Obedt
Servt
A. J. Jr John

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Paid 1/1½

Col. Givens
Chief Superintendant
of Indian affairs
York

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POOR COPIE

This Indenture made the Eleventh day of December in the year of our Lord one thousand eight and twenty three Between George Fonger of the vicinity of the Grand River County of Haldimand District of gore in the Province of upper Canada Innkeeper of the one part and Daniel Hawley of the vicinity of the grand River Cunty District and province Aforesaid Cooper of the other part. Witnesseth that the Said George George Fonger for and in Consideration of the Sum of Forty three Pounds Provence Currency to him in hand paid by the Daniel Hawley the receipt where of is here by Confesed and acknowledged and also for the fur ther Consideration of the yearly rent Covenants and agreements here in after mentioned Contained in the part of the said Daniel Hawley his executors administrators and assigns to be paid observed and performed Hath demised leased and to form leten and by these presents Doth demise lease and and to form let unto the said Daniel Hawley his heirs executors Administrators and assigns all that certain parcel or tract of land lying and being situate on the South Side of the main Road now leading from the head of lake ontario to the mawhawk village on the Said Grand River wich Said parcel or tract of land is Comprised within or about the Center of lot number four and butted

Containing by admeasurement fifty acres

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and bounded in the Center of following
manner that is to say Beginning on the division
line between lotts No. 3, & 4 about the distance of
twenty six chains from the place of the said lot
Number four thence South Sixty two degrees
and thirty minutes east thirty one chains thence
South Seventy degrees and thirty minutes west
Sixteen chains and thirteen links more or less
to the division line betwn No. 4, & 5 thence
North Sixty two degrees and thir minutes west thirty
one chains thence North Sixty degrees and thirty
minutes East Sixteen chains and thirteen links
more or less to the place of beginning together with
all and Singular the benefit liberties and privaleges
to the said primaces belonging to have and to
hold the said demised primaces with the appurten
ances unto said Daniel Hawley his heirs executors
administrators and assigns for and during and until
the full end and term of nine hundred and Sixty
years next ensuing the day of the date of these
presents fully to be complete and ended yielding
and paying there for yearly and every year
during the continuance of this Lease unto the
said George Fonger his heirs or assigns the
yearly rent of one peper corn clear rent over
and above all taxes charges assesments impo
sitions payments whatsoever wich may here
after be taxed charged assed or imposed on the
primise according to law and the said Daniel
Hawley

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for himself his heirs e[illegible] administrators and
Assigns doth covnants w[illegible] truly to pay or cause
to be paid unto the said G[illegible] Fonger his heirs or assigns
evry year during the continuance of this lease the rent
above reserved and also to pay and discharge all
taxes charges assesments and impositions levied or
assed on the primises as aforesaid And lastly it is
farther covenanted that the said Daniel hawley
his heirs executors administrators and assigns
paying the rent afore said and performing
keeping and observing the covnants and agreements
here in before contained shall and may quietly
have hold occupy and enjoy the said demised
premises during the term afore said without any
hindrance disturbance or molestation what
soever of him the said George Fonger his heirs or
assigns or of any other person or persons having or lawfully
deaming any rights in the Premises under him or them in witnys whereof
the said partes have here unto affixed their hands
Seals the day and year first above written

In Presents of us
Notes

George Fonger.

John Barton
Sylvenos Mott

Daniel. Hawley

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✓ No. 100

Claims of
Lawrence Van Horn
and
Lake Van Spurr –

7 February 1833.

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POOR. COPIE

Brantford 7th February 1833

Sir,

At the request of Lawrence Van Horn and Luke V. Spurr, I beg to enclose to your address a Lease from the late Joseph Brant to Roswell Stevens - the situation of which will be found on the Plan &c which I have recently transmitted to the Office of the Honorable the Commissioner of Crown Lands - Mr Van Horn and Mr Spurr are the principle owners of the premises by transfer Leases - there are several other persons owning parcels of the same tract - They have employed me to lay the Lease before the authorities -- There being no consideration money mentioned in the Lease I am requested to refer you to William Kennedy Smith for evidence to prove that a consideration was paid - It appears that Mr Smith bought the Lands from the six nation Indians. but before a Lease was given to him he sold to Roswell Stevens, and the Lease was made direct to Stevens.

Colonel Givins
C. S. S. Affairs
&c &c York

Mr

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Mr Smith, the person to whom I have referred you for information will be in York to day business of his own upon the Authorities and when he is before them Gentlemen I beg that his testimony may be taken in reference to this Case.

As soon as the pleasure of the Government is known upon the subject I beg you will be kind enough to inform me by Letter - If a Patent should issue for the premises, the Subdivision I believe is intended to accord to the different individuals who are in possession of it.

As the original Case has not been sent upon Record, I am particularly requested to ask for the return of it to me after the business is investigated.

I have the honor to be
Sir
Your most obedient
Humble Servant
Edward Bunnell

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, administrators and assigns, paying the rent
re last mentioned, granted and demised,
thereunto ~~or~~ in any wise belonging appertaining
ninety nine years, herein before granted, without
expulsion, or ~~molestation~~ interruption, of, or by
er of them, or of or by any other person, or persons
n or under them, or any or either of them, or by
procurement. In Witness whereof the parties to these
and seals the day and year first above written —

Signed)

Jos. Brant
Agt. L.S.

Roswell Stevens L.S.

(Copy)
Joseph Brant
to
Roswell Stevens
Lease 999 Years

I Certify the within to be a true Copy of the original Lease, taken by me this day
Lewis Burwell
Jr.
Toronto 15th May 1834

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POOR. COPIE

to and with the said Roswell Stevens, his heirs, Executors
herein before reserved, and Contained as is herein bef
together with all the previleges and appurtenance
for and during the said term of nine hundred &
the Lawful let, suit, trouble, molestation, eviction,
them the said Six Nations of Indeians, or any for eith
whomsoever Lawfully Claiming, or to Claim, by fro
or with them or any of their privity, assent, Conduct o
presents, have hereunto interchangeably set their hands

Signed Sealed and Delivered
in presence of us

The word (to the second Concession) between the twenty
fourth and twenty fifth line was interlined before
signed, and also in the last line the word (year)

Signed/ W. H. Smith

Asa Brady

Daniel Secord

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This Indenture made the Nineteenth day of May in the year of Our Lord one thousand Eight hundred and Seven, between the Six Nations of Indians residing on the Grand River, in the Province of Upper Canada, Joseph Brant principal Chief and agent for the said Six Nations, duly authorised in the name of them the said Six Nations, and in their behalf, to Execute Leases of such parts and parcels of their Lands as they by the said Joseph Brant shall be thought fit to be leased, of the one part And Roswell Stevens resident in the vicinity of Grand River, and County of Haldimand Province aforesaid, Carpenter, of the other part, Witnesseth, that whereas on the twenty fifth day of October in the Year of Our Lord one thousand Seven hundred and Eighty four, at the City of Quebec, upon the representation of the said Joseph Brant, on behalf of the said Six Nations of Indians, to the late General Frederic Haldimand, then Governor and Commander in Chief of the Province of Quebec and territories depending thereon &c. &c. &c. He the said Commander in Chief," in Consideration of the early attachment to the Kings Cause manifested by the Mohawk Indians, and of the loss of their Settlement, which they hereby sustained, by an instrument in writing, by him subscribed, with his Seal of arms annexed, and since to wit, on the twentieth day of March in the Year of Our Lord one thousand Seven hundred and ninety five, duly enregistered in the Secretaries Office of the said Province of Upper Canada, Lib. A. Fol. Eight, was pleased to grant appropriate and assign to them and such others of the Six Nations, as wished to settle in that quarter, Six miles deep from Each side of the river Ouse, or Grand River, at the mouth thereof, and extending in that proportion to the head of the said River, to be enjoyed by them and their posterity for ever," reference thereunto being had, and whereas the said Six Nations of Indians, by the said Joseph Brant their agent aforesaid in Consideration of the rents, Covenants and agreements hereinafter mentioned, reserved and contained on the part and behalf of the said Roswell Stevens, his heirs, executors, administrators, and assigns, to be paid done and performed, have granted, demised, Leased, let and to farm letten and by these presents do grant, demise, lease, let and to farm letten unto him the said Roswell Stevens, his heirs, Executors, administrators and assigns, all that Certain tract or parcel of land, being part and parcel of the above described territory granted by the said Commander in Chief to the said Six Nations as aforesaid; and knowing, being butted and bounded as follows, Beginning at the North East angle of lot number one in the Township of Burford, and on the out boundary of Indian Land, Grand River, and running thence on the Indian line South fifteen degrees forty minutes East, Sixty Seven Chains forty links, to the second concession more or less, Then North Seventy four degrees twenty minutes East Eighty seven Chains, ninety links, more or less, Then North fifteen degrees forty minutes West, sixty seven Chains forty links more or less, Then South Seventy four degrees twenty minutes West, Eighty seven Chains ninety links more or less, to the place of beginning, Containing six hundred acres of land, be the same more or less, together with all the appurtenances thereunto belonging, to have and to hold the said tract or parcel of land last above mentioned, unto the said Roswell Stevens, his heirs, Executors, administrators, and assigns, from the day of the date of these presents, for and during the full end and term of nine hundred and ninety nine years, from thence next ensuing, and fully to be compleate and ended; Yielding and paying therefor, yearly and every year unto the said Six Nations or their agent for the time being, on the first day of January one pepper Corn if the same be lawfully demanded - And the said Six Nations by the said Joseph Brant, their agent as aforesaid, do covenant grant and agree

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to and with the said Roswell Stevens, his heirs, Executors, administrators and assigns, paying the rent herein before reserved, and contained as is herein before last mentioned, granted and demised, together with all the previleges and appurtenances thereunto ~~or~~ in any wise belonging appertaining for and during the said term of nine hundred & ninety nine years, herein before granted, without the lawful let, suit, trouble, molestation, eviction, expulsion, or ~~molestation~~ interruption, of, or by them the said Six Nations of Indians, or any or either of them, or of or by any other person, or persons whomsoever lawfully claiming, or to claim, by from or under them, or any or either of them, or by or with their or any of their privity, assent, consent or procurement. In Witness whereof the parties to these presents, have hereunto interchangeably set their hands and seals the day and year first above written —

Signed Sealed and Delivered
in presence of us

The word (to the second concession) between the twenty fourth and twenty fifth line was interlined before signed, and also in the last line the word (year)

Signed)
W. K. Smith
Asa Brady
Daniel Secord

Signed)
Jos. Brant
Agt
L. S.

Roswell Stevens L. S.

(Copy)
Joseph Brant
to
Roswell Stevens
Lease 999 Years

I Certify the within to be a true Copy of the original Lease, taken by me this day
Lewis Burwell
Toronto 15th May 1834

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Claim of
William Walker
and
John Van Patter
to Grand R.r Lands
February 1833.
No 101

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Brantford 7th Feb'y 1833

Sir,

At the request of William Walker and Peter Van Patter, I beg to enclose to your Address a Lease which they have for a portion of the Indian Lands on the Grand River. And as soon as the pleasure of the Government is known in reference to the same They desire that you will be kind enough to communicate the same to me, as they have entrusted their business to me. Although the Lease was written by me I cannot point out its local situation as it does not come within the limits of my former Surveys.

I have the Honour to be
Sir,
Your most obedient
Humble Servant

Lewis Burwell

Colonel Givins
C. I. A. Affairs
in
York

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Dated 7 January 1839

Mary Swinnerton

to

William Walker

and

John Van Patter

Deed

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This Indenture of Lease made the
Seventh day of January in the Year of our
Lord one thousand eight hundred and
thirty two at Brantford in the Gore District
of the Province of Upper Canada, by and
between Mary Simmington an Indian
Woman of the Mohawk tribe of Indians
residing on the Grand River Tract in
the said District of the first part
and William Walker of the said Grand
River Tract Farmer and John Van Patter
also of the said Grand River Tract and
a man of Colour, of the second part.
Witnesseth that the said party of the first
part for and in Consideration of the
yearly rent of the sum of Five pounds
Provincial Currency to be paid by the said
party of the second part in each and
every year from and after the date of
these presents. The said party of the first
part doth Lease demise and to
farm let unto the said party of the
second part for and during the full
end and term of Ten Years from
and after the date of these presents

&c

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all and singular that certain tract
parcel or piece of Land and farm being
a part of the Grand River Tract aforesaid
and is known as follows, that is to say
by being bounded on the South by
the Farm of Israel Smith and on the
East by the Farm of Aaron Johnson
and on the North by the Farm of Richard
Duncan, and on the West by the
Farm of Thomas Donnelly, and
Containing about Two hundred be
the same more or less - together with
all the hereditaments and appurtenances
thereunto belonging for and during
the said term of Ten years, untile the
same shall be fully completed and
ended - And the said party of the
second part doth by these presents
Covenant and agree that they will
once in each and every year from and
after the date of these presents pay or
cause to be paid unto the said party
of the first part the annual sum
of the Sum of Five Pounds Currency -
and the said party of the second part

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doth further agree that at the expiration of the aforesaid term of ten years that they will surrender and yield up unto the said party of the first part the quiet and peaceable possession of all and singular the aforesaid Tract of Land and premises without the least trouble hindrance or denial on the part of the said party of the second part. In witness whereof the said parties have hereunto set their hands and affixed their seals the day and year first above written —

Signed Sealed and Delivered in presence of

Lewis Burwell

Mary her X Simmington mark

William Walker

John his X Van Potter mark

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Mr. Holme
6 February
1833.

No. 102

7

For

James Givens Esqre.
Superintendant of Indian Affairs —
York

7 Feby 33

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Brantford 6th Feby 1833

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Sir,

I have the honour to acknowledge the receipt of your letter of the 3rd Ult. in reply to mine of the 31st of December last past. — I find on looking over my letter since the receipt of your answer that I had failed to give you a full statement of lands held by me in farm from the Six Nation Indians. — I therefore now beg to supply that defect. —

1st From Mrs Catherine Brant in the Big-bend of the Grand River near Brantford — 56 Acres 2 Roods on a lease of 21 Years from the 1st January 1831. —

2nd From Oneida Joseph in the Big-bend 68 Acres 1 Rood on a lease of 21 Years from the 1st Jany 1831. —

3rd From Peter Powlas 142 Acres in the Big-bend on a lease of 21 Years from the 20th February 1825 originally leased to William Parker and since transfered to me by consent of Peter Powlas. —

4th From Peter Powlas and his wife Betsy Powlas, the North halves of Lots 36 & 37 in the 3rd Concession from Dundas Street as surveyed by Mr Lewis Burwell land surveyor — Containing 197 Acres, on a Lease of 21 Years from 23rd July 1832. —

And I have the honour
Sir to be Your Obt. Servt
Wm Horne

To James Givens Esqre
Superintdt Indian Affairs
York

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I certify that I have compared the within with the original Lease and find it a true and correct copy.—

Brantford
the 14th February 1835

Wm Wilmot Esq
for the Dr. of Ind

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Isaac Whiting
No. 103
2 May 1801—
Lease for 999 yr

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2nd May 1801

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This Indenture made the second day of May in the year of our Lord 1801 between the Six Nations of Indians residing on the Grand River in the province of Upper Canada, by Joseph Brant, principal Chief and agent for the said Six Nations duly authorised by them the said Six Nations and on their behalf to execute Lease of such prts and pearceles of their Lands as by the said Joseph Brant, shall be thought fit to be leased, of the one part, and Isaac Whiting in the vicinity of the Grand River, Husbandman of the other part, Witnesseth that whereas on the twenty fifth day of October in the year of our Lord 1784, at the City of Lebec, upon the representation of the said Joseph Brant in behalf of of the said Six Nations of Indians, to the late General Frederic Haldiman then Governor and Commander in Chief of the province of Lebec and territories depending there on, &c, &c, &c. He the said Commander in Chief, in consideration of the early attachment to the Kings cause manifested by the Mohawk Indians, and of the loss of their settlement which they thereby sustained, by an instrument in writing by him subscribed with his seal at arms anexed and sine, to wit on the twentieth day of March in the year of our Lord 1795, duly emegistered in the secretaryes office of the said province of Upper Canada Lebec Feb. 8. was pleased to grant, appropriate and assign to them and such others of the Six Nations as wished to settle in that quarter six miles deep from each side of the river Ouse, or Grand River, at the mouth thereof, and extending in that proportion to the head of the said river, to be enjoyed by them and their prosterity forever." Reference them to being had — and whereas the said Isaac Whiting has purchased the improvement made on a certain tract of Land by and formerly appropriated to John Sheveland who as a valenteer faithfuly served without payment or wagers with the warriors of the Mohawk Nation under the command of the said Joseph Brant in the late war between Great Britain and America and is desirous of remaining with and in the vicinity of the said Indians, the said Six nations, by the said Joseph Brant their agent — afore said, in consideration of the rent, covenants and agreements herein after mentioned, reserved and contained on the part and behalf of the said Isaac Whiting his heires, executors administrators and assigns, to be paid done performed, have

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granted, demirised, leased, set and to farm letten and by these presents do grant, demise, lease set and to farm, let unto him the said Isaac Whiting his heirs, execution, administration and assigns all that certain tract or parcel of land, being part and parcel of the above deserved teritory granted by the said Commander in Chief to the said Sixtations, bated and bounded as follows, that is to say, by inning at a pine tree on the creek called Fairchilds Creek marked with the letters E.W. thence north twelve degrees west ten chaines & fifty links to a white oak tree by the road, thence South sixty eight degrees west fifteen chaines to a pine tree by the old road thence south fifty four degrees west twenty nine chaines to a stake and St. Johns corner thence south fifty nine degrees east twelve chaines to the creek thence up stream on the said creek south five degrees west twelve chaines, thence up stream south forty five degrees west nineteen chaines to Wesbrook's land, thence south sixty degrees east twenty three chaines and seventy three links to an iron wood tree and corner thence north eighty six degrees east twenty nine chaines to a tree marked in a a brook thence north three degrees east thirteen chaines to the creek thence up stream to the first mentioned boundary, containing two hundred and eleven acres two roods and sixteen perches agreeable to a survey and plan thereof made and executed by Mr Williams Hamley surveyor, reference thereto also being had To have & to hold the said Tract or parcel of Land last above mentioned unto the said Isaac Whiting his heirs Executors Administrators and Assigns from the day of the date of these Presents for and during the full End and Term of Nine hundred and ninety nine Years from thence next ensuing and fully to be complete and

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inded yielding and paying therefor yearly and every year unto the said Six nations or to their Agent for the time being One pepper corn if the same be lawfully demanded — And the said Six nations by the said Joseph Brant their agent as aforesaid covenant grant and agree to and with the said Isaac Whiting his heirs Executors Administrators and Assigns payment the Rent herein before reserved and contained conditioned as is herein before expressed that he and they shall and may peaceably and quietly have hold occupy possess and enjoy the said tract and parcel of Land herein before last mentioned granted and demised together with all the privileges and appurtenances thereunto in any wise belonging and appertaining for and during the said term of Nine hundred and ninety nine years herein before granted without the lawful let suit trouble molestation eviction expulsion or interruption of or by from the said Six nations of Indians or any or either of them or of or by any other person or persons whomsoever claiming or to claim by from or under them or any or either of them or by or with their or any of their procurement consent or procurement. In Witness whereof the parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written

Sealed and Delivered
in presence of us

NB — The words "duly authorized by them the said Six Nations and" between the fourth & fifth lines from the top of the first page were interlined before Sealing

Signed
John Smith
Thos. Murray
John Thomas

Signed
Jos. Brant (Seal)
Isaac Whiting (Seal)

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227

No. 104
David Schofield
and
Joseph Scott
9th Feby 1833

Lad 9

Mr Gwinny Little
York

UNAVILLE
14th Feby
1833

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POOR. COPIE

Grand River February 9th 1833 228

Mr Givens at York one of trustees of the Indian Department

Dear Sir I State that I Have Rentend of of John Burnham one Hundred acres of Land on the South Side of Grand River the term of forty two years and the first twenty one years ten Bushels Wheat of Good merchantable Wheat and the Last twenty one years twenty Bushels of wheat to be paid on the first day January Each and Evy year

being a certin part of the Dockslater tract of Land

David his X Schofield mark

Mr Giveny York

Dear Sir I State that I Hold a Good and sufficient Lease for forty two year & the first Twenty one years well and truly paid and the Last twenty years the Rent is thirty Bushels of Good merchantable wheat to be paid yearly and evy year the Said tract or parcel of Land that I Have Leased is one Hundred and fifty acres more or Less

It Being a certin part of the Dockslater of Land on the South side of the Grand River

I am your &c

Joseph his X Scoot mark

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Claim of 1833
Elizabeth Money
to
Grand River Lands
2 February 1833
No 105

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POOR COPY

230

Paris 8th Feb. 1833

Sir

Enclosed is as appears a copy of a lease which I send you by request of the parties concerned it is their request to have the Enclosed laid before the trustees for the Indians, ~~and considered [illegible]~~

I am Sir

your Most Obt Servt

John Smith

To

Col. Givens
Agent for
Ind affairs &c

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POOR COPIE

A Copy 231

of

The Six Nations

Indians Lease to

Elizabeth Money

" " " " " "

" " " " " "

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POOR COPIE

This Indenture, made the twenty Sixth of June in the Year of Our Lord one thousand eight hundred and nineteen Between the undersigned Chiefs and Warriors of the six Nation Indians of the first part and Elizabeth Morey daughter of one of the said Six Nation Indians Women, and the wife of John Morey of the County of Wentworth in the District of Gore and Province of Upper-Canada a black man, of the second part Witnesseth, that whereas it is customary with the said six Nations Indians, to give to each of the Children of their Women, who marry with any one, other than an Indian Two hundred Acres of land, and whereas the said Elizabeth Morey hath five children and is herself the daughter of an Indian Woman, Now Therefore this Indenture Witnesseth that the said party of the first part, for and in consideration of the sum of five pounds Lawful money of the said Province to them, the said party of the first part in hand paid, at or before the ensealing and delivery of these presents, the receipt whereof is hereby confessed and acknowledged, and for and in consideration of the Yearly rent, covenants and agreements herein after mentioned and contained, on the part of the said party of the second part, her executors administrators and assigns to be paid, Observed and performed, Hath demised Leased and to farm Letten; And by these presents Doth demise lease and to farm let, unto the said party of the second part her executors, administrators and assigns, All that certain tract or parcel of land lying and being situate in the County of Wentworth aforesaid, which said tract or parcel of land is butted and bounded or may be otherwise known as follows that is to say, Commencing on the Eastern boundary line of the said six Nation Indians Land, at the Eastern extremity of the second Concession line of Burford, then south fifteen Degrees forty minutes East One hundred and thirty four Chains, Eighty links more or less to the Eastern extremity of the fourth Concession line of Burford aforesaid, then North seventy-eight degrees thirty Minutes East one hundred and fifty Chains then North fifteen degrees forty minutes West, one hundred and thirty four Chains eighty links more or less then South seventy eight degrees thirty minutes West one hundred and fifty Chains to the place of beginning containing two Thousand Acres be the same more or less; Together with all and singular the benefits, Liberties and Privileges to the said premises belonging; To have and to hold the said demised premises with the appurtenances, unto the said party of the second part her executors administrators and assigns for

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for and during and until the full end and term of Nine hundred and Ninety nine Years next ensueing the day of the date of these presents, fully to be completed and ended; Yielding and paying therefor, Yearley and every Year, during the continuance of this Lease unto the said party of the first part their heirs successors or assigns the Yearley rents of one Peppercorn if the same be lawfully demanded, and the said party of the second part for herself, her executors, administrators and assigns doth covenant well and truely to pay or cause to be paid unto the said party of the first part their heirs successors and assigns at the times above mentioned Yearley and every Year, during the continuance of this Lease, the rent above reserved and it is further covenanted, that the said party of the second part her executors administrators and assigns paying the rent aforesaid and performing keeping and observing the covenants and agreements herein before contained, shall and may quietly and peaceably have, hold occupy and enjoy the said hereby demised premises during the said Term of Nine hundred and ninety nine years without any hindrance, disturbance or molestation whatsoever, of them the said party of the first part, their heirs successors or assigns, or of any other person or persons, having or lawfully claiming any right in the premises.

In Witness whereof the parties to these presents have hereunto set their hands and seals the day and Year first above written

Signed, sealed & delivered
in presents of

Geo. Johnson
Rufus Johnson
David Burch

Henry Dekanahoga L. S.
Jacob his + mark Lewis — L. S.
Thomas Davis — L. S.
Henry Paulus Onondsokhha L. S.

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POOR COPIE

£5-0-0

234

Received the day of the date of the within written Indenture of and from the within named Elizabeth Morey the sum of five Pounds Lawful money of Upper-Canada, being the full consideration money within mentioned to be paid to us

Acknowledged and signed in presence of us

Henry Dekarchogea

Thomas Davis

Jacob his x mark Lewis

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CANADA

POOR COPIE

No. 106

Charles Duncombe

Burford. 18th May 1832

respecting certain Lots on the Governor's Road between Ancaster and Burford - Indian Lands

235

P.S. I have petitioned the Governor and Council By this days post. I should not have given you the trouble to read my explanation had my health allowed me to go to York

Yours most respectfully

The Hon.l Peter Robinson

Charles Duncombe

Com.r Crown Lands

&c &c &c

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think proper to require me too;

I have one hundred and sixty acres under good fence and improvement (and should have had twice as much but for the kind advice of Mr. Brant and Mr. Sugger who recommended me to stop improving) I have a framed house and some out houses which with my improvements are on lots 1 & 2 in 3 & 4th c. This property has cost me five or six hundred Pounds and if sold to the highest bidder would be a very great loss to me,

I have the Honor to be
Sir
Your Obt. Servt.
Charles Duncombe

To the Hon^l. Peter Robinson
Com^r. for Crown Lands
&c &c &c
York

Indian Affairs (RG 10, Volume 105)
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CANADA
POOR COPIE

Burford 18th May 1832

To the Honorable the Commissioner for Crown Lands

Sir/

By your notice of the 10th instant I learn that the lands along the Governors Road between Ancaster and Burford are to be sold on the 31st instant, I am very anxious to purchase lots No. 1 west half of lot no 2 and lots no. 8. 9. 10 & 11 in the 3rd & 4th concessions. (I have old Indian leases for parts of each of these lots) at an upset price and if consistent allow me some time for the payment of the principal upon my paying the interest Annually in advance if aquired upon condition of my building for public accommodation a clover Mill clover cleaning machine a corn threshing machine and a wheat threshing machine to go by water within two years I will also improve (and settle the land as you shall

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POOR COPIE

think proper to require me too;

I have one hundred and sixty acres under good fence and improvement (and should have had twice as much but for the kind advice of Mr. Brant and Mr. Sugger who recommended me to stop improving) I have a framed house and some out houses which with my improvements are on lots 1 & 2 in 3 & 4th c. This property has cost me five or six hundred Pounds and if sold to the highest bidder would be a very great loss to me,

I have the Honor to be
Sir
Your Obt. Servt.
Charles Duncombe

To the Hon^l. Peter Robinson
Com^r. for Crown Lands
&c &c &c
York

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POOR COPIE

Charles Duncombe Esq

York 15th Decr 1831

Application respecting certain Indian Lands

I have seen Mr. Duncombe & the Land he mentions has not yet been surrendered to the Crown told him so — PR

20th Dec 1831

Received 19th Decr 1831

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POOR COPIE

York 15th Decmber 1831

To the Honorable the Commissioner for Crown Lands

Sir

When the lands of the Grand River Indian Reservation along the Governor Road shall be offered for sale I am desirous to know if you would allow me to purchase by special agreement lots number 8. 9. 10 & 11 in the third and fourth Concessions. The White man's Creek runs nearly on the Concession line between some of these lots and the banks of the Creek are so low generally as not to admit of dams across the Creek without flooding lands far above them. therefore if I would have any benefit of the water for hydraulic purposes I should require these lots so as only to drown my own lands. the watered parts of these lots I have old indian leases for

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Poor Copy

leases for provided that within a given time I build erect and fit for public accommodation a wheat threshing mashine a corn threshing mashine & a clover cleaning mashine to go by water and if any more water power could be had I would put up a carding mashine if required and make such improvements on the lands as you require of other settlers; at a fair upset price and be allowed some time for the payment of the principal paying the interest annually in advance if required and forfeit whatever I may have paid and done on the place whenever I fail in my contract

I have the Honor to be

Sir

Your

Obedient Servant

Charles Dunoulin

Hon.ble Com.r of Crown Lands

York

Indian Affairs (RG 10, Volume 105)

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POOR COPIE

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Charles Duncombe

Brantford. 21st. June
1832

respecting a mistake
in his Petition. —

7

Hon.l Peter Robinson
Com.r Crown Lands
&c &c &c
York

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POOR COPIE

242

Brantford 24th May 1832

Dear Sir,

In my last through mistake I described Lot No. 1 and the west half of lot No. 2 in the 3rd & 4th Concessions. but I find by reference to Mr. Burwells map that they are in the 4th & 5 Concessions

I beg you will understand by my petition to the Govr. & Council that my improvements are in the 4th & 5th Concessions.

I have the Honor to be

Sir

your Obt. Servt.

Charles Damomber

To the Honl. Peter Robinson

Comr. Crown Lands

&c &c &c

yours &c

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CANADA

POOR COPIE

243

No. 107

Jas. Thompson

Centworth

21st May 1832

To His Excellency

Sir John Colborne K.C.B.

York U. C.

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POOR COPIE

Newtown 21 May 1832

244

May it please your Excellency

Sir

Having seen by advertisement that the Indian Lands recently surveyed by Mr. Burwell offered for sale without any reserve and being myself an actual settler on said Land, on Dundas street thought it advisable to inform your Excellency of my situation and pray that your Excellency will take the same into consideration having left Lancashire in England for the purpose of settling in upper Canada in the year 1818 I therefore shortly after my Arrival located a lot in the township of Smith on the rear of Monaghan but was soon after taken sick and remained so during 5 years which deprived me from going on to the said Lot of land and left my constitution so impaired that I have not been able to clear up timbered land, and having an opportunity to lease land on the plains from the Seneca nation. I embraced the same, and did on the 2d day of Jan. in the year 1826 lease 105 Acres signed by four of the principle chiefs for 21 Years and have laid out about Four hundred dollars in improvement and having a large family dependant on me for subsistance, consisting of 12 persons including an aged mother and sister lately from England, now should the land be sold and I dispossessed it will certainly ruin my family as my all is on this said land I feel desirous to purchase the land but do not feel myself able to make such prompt payment as the advertisement requests I therefore would pray your Excellency will take this into consideration and if possible not expose the land I hold by Lease for sale on the present occasion

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but allow me to hold the same by virtue of my lease
or a reasonable term of payment and your petitioner
as in duty bound will ever pray &c

Your Obed. &c

James Thompson

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✓ Petition
Catharine Russell
Grand River
22d. may 1832

No. 108

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POOR COPIE

22 May 1832

To His Excellency Sir, John Colborne K. C. B.
Lieutenant Governor of U. C. &c. &c. &c.

247

The Petition of Catharine Russell.

Humbly Sheweth.

That your Petitioner, by Birth belongs to the Mohawk tribe of Indians, and that by the Consent of their Principal Chiefs, She with her Husband Archabald Russell, and Children, Settled on the Indian Lands, on the Dundas Street, with the full hopes holding her share, or proportion of the said Indian Lands, both for herself and Children which are Seven, besides her husband - and that at a great difficulty, and expences made large Improvements, on lots No. 6. 7. 8. & 9. in the Gore of Dumfries, and on lots No. 38. & 39. and half of No. 40. on the South side of Dundas Street, Containing altogether about 500 acres more or less - &c. Your Petitioner beg further to States, that to assist, in in making further Improvements, as well as to have a Neighbour did with the full Consent of her Husband, Lease, unto Jonathan Grahams two hundred acres, as part of the above Stated Lands, including Lot No. 9 in the said Gore, and part of lot No. 38 - on the South side of the Street, for the term of 21 years. from the 13th day of march 1823 - all of which will more fully appear, by a Copy of the said Lease

Your Petitioner humbly prays that your Excellency will be pleased to order, that the above Stated tract, of Lands, a may be reserved, and not sold, for her, and her Six Children, as a Certain part, or portion of the Indian Lands, that they are intitled to, as belonging to the aforesaid tribe of the Mohawk Indians, and your Petitioner will in duty Bound ever Pray -

Grand River 22, May 1832.

Catharine Russell

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POOR COPIE

No 110 Petition
Rachel Parker
Grand River 22 May
1832.

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POOR COPY

22 May 1832

249

To His Excellency Sir, John Colborne K. C. B.
Lieutenant Governor of Upper Canada. &c &c &c.

The Petition of Rachel Parker

Humbly Sheweth.

That your Petitioner, by Birth, belongs to the tribe of the Mohawk Indians, and that with the Consent of the Principal Chiefs, She with her husband, and family Settled on the said Indian lands, on Dundas Street, and made large Improvements, on Lot No. 18, and part of No. 19. in Dumpries Gore. and opposite the said Nos on the South side of the said Street, extending Southerly from the said Street the width of twenty Chains so far as to make 100 acres of Land, it including the first Concession &c. &c

your Petitioner begs further to State, that on the Sabbath day. when She, and her Husband, was absent from their House, attending divine Worship, some Evil Person set fire to the house, and Burnt it, with all their Goods &c after which loss of property your Petitioner, with the Consent of her husband Leased to Allan Sage one hundred acres of Land including the aforesaid Improvements, on the said Street, which will all appear more fuller. by a Copey of said Lease, dated 24th Dec. 1825.

your Petitioner beg further to state, that She and her family after their aforesaid loss, Settled, in the Plains, on the Indian Lands and made further large Improvements, say about 100 acres Cleared and Cultivated, which Possessions, by Mr. Burnwells resent Survey, include parts of the Lts No. 22, 23, 24 & 25. Containing about 300 acres, in the Second Concession of said Survey &c

your Petitioner beg further to say, that She, and her Husband Settled, on these lands, and made the afore Stated Improvements, in the full hopes of holding them as her part and Portion of the said Indians, lands, for herself and Children which are Six in Number exclusive of her husband and that both the above Stated farms, and Possessions amounts to about 300 acres of Lands, therefore your Petitioner Humbly Prays that your Excellency, will be Pleased to order, that the

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the ~~said~~ Stated tract of Lands, may be reserved (and ~~not~~ not sold) for her, and her five Children as a certain part of their Share of the aforesaid Lands, as they actually belonging to the aforesaid tribe of Mohawk Indians, and will as in duty Bound Ever Pray-

Grand River 22d May 1832.

Rachel Parker

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No 113

251

Claims of
Salmon Minor
and
John McDonald
to G. R. Lands
Paid 9d
February 1833

Fehy 7th

Col Givins
C. I. A.
York

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Dunnville 6th Feby 1833

252

Dear Sir

In Compliance with a notice which appeared in the Upper Canada Gazette, we hereby notify you that we are residing on Lands formerly owned by the Six Nations of Indians and from whom we recd a Lease for Twenty one years; that we have paid Taxes down Road Duty and Military duty according to Law, and that our Leases has run one Seven and the other Eight years, a copy of one we have forwarded by Mr W. B. Sheehan who will show it to you, the parcels of Land in question lays the first above the Tract of Land known as the Bolton Tract on the North side of the River — The quantity contained in each is 240¾ Acres —

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The two Leases in question are the same save the one having run one year longer than the other —

If anything further is required to make our Titles good for the remainder of the 21 Years we will give all necessary information on the subject — In behalf of Salmon Minor & John McDonald

I am Sir
Your Most
Obat Servt
A. J. Johns

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William Wright
Claim to G.R.
Lands

1833

No. 111

7

254

14
July
33

To
Colonel Givins
Chief Superintendent of the
Indian Affairs in Upper
Canada
York

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POOR COPIE

Brantford 14th February 1833-

Col. Givins

Sir — I beg leave to transmit to you the claim and possession of fifty acres of land which I hold and possess in and under and by virtue of a Lease from one Richard Vinson ~~originally from Thomas Davis one of the Indian Chiefs~~ which is situated about ~~three miles up the Grand River from Brantford on~~ the east side of said River — Should the original Leases be required, I will be obliged to you to cause me to be notified accordingly —

I have the honor, to be,
Sir, Your Ob.t Serv.t
William Wright

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256

Received the day of the date of the within written Indenture of Lease of and from the within named Rufus Johnson the sum of two hundred Dollars in full discharge of the consideration of the within Indenture rec'd by us

Acknowledged & Signed in presence of us } Henry his x mark Tekarihogen
Henry A. Hill true

I hereby Certify that I have compared the above with the Original Lease and find it to be a true and correct Copy.—

Brantford
11th day of February 1833

Wm Hume Jr
for the Dist of Gore

No. 114 V
Rufus Johnson
Claim to Grand River
Lands 1833.

A Copy of the Six Nations to Rufus Johnson } Lease

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POOR COPIE

9 Sept 1814 257

This Indenture, made the ninth day of September in the Year of Our Lord one thousand eight hundred and fourteen between the undersigned principle Chiefs and Warriors of the six Nations Indians, residing on the Grand River in the County of Haldimand and District of Niagara and Province of Upper Canada on the part and behalf of the said Six Nations of Indians of the first part and Rufus Johnson of the same place, farmer, of the second part Witnesseth that the said party of the first parts for and in consideration of the Yearley rents covenants and conditions herein after contained, on the part of the said party of the second part his heirs executors, administrators and assigns to be paid kept and performed, hath demised, leased and to farm let and by these presents, doth demise, lease and to farm let, unto the said party of the second part and to his heirs, executors, administrators and assigns All that certain farm piece or parcel of Land lying and being situate in the County of Haldimand aforesaid; which said premises hereby granted contain two hundred Acres be the same more or less butted and bounded as follows, that is to say commencing at the south East angle of a tract of land heretofore leased by the said six Nations of Indians to Roswell Stevens and laying along side the first concession of Burford containing six hundred Acres thence North fifteen degrees forty minutes West thirty three Chains seventy links more or less to the North East angle of a part of the last mentioned tract of six hundred Acres now occupied by Hugh Graham then North seventy eight degrees thirty minutes east fifty nine Chains sixty links then South fifteen degrees forty minutes East thirty three Chains seventy links more or less to a line drawn North seventy eight degrees thirty minutes East from the place of beginning then South seventy eight degrees thirty minutes West fifty Nine Chains sixty links to the place of beginning To have and to hold the said farm piece or parcel of Land, with the appurtenances, unto the said party of the second part his heirs, executors, administrators and assigns forever; Yielding and paying therefor unto the said party of the first part their heirs or assigns forever the annual rent of one peppercorn if the same be lawfully demanded and the said party of the first on the part and behalf of the said six Nations aforesaid their heirs and assigns do hereby covenant and agree, to and with the said party of the second part his heirs, executors, administrators and assigns that they and each of them paying the rent aforesaid, and performing fulfilling and keeping all and singular the covenants, conditions and agreement herein contained, on his and their and each of their parts, to be performed fulfilled and kept shall and may

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lawfully, peaceably, and quietly quietly have, possess, occupy and enjoy the premises hereby conveyed, and every part thereof, with the appurtenances, unto the said party of the second part, his heirs executors administrators and assigns, without any suit trouble eviction hinderance, interruption or disturbance, of, by, or from the said party of the first part, or of or from any person or persons whomsoever, lawfully claiming, or to claim by, from or under them the said party of the first part; and that they the said party of the first part and their heirs shall and will hereby warrant and forever defend the said premises to the said party of the second part, his heirs, executors administrators and assigns, against any person or persons lawfully claiming the same. In Witness whereof the parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of

Thomas Horner

John G. Potts

Seth × his mark Hall

Henry his mark Dekanihogen L.S.

I. Hill × his mark Shadekaniwoke L.S.

I. Lewis × his mark Agenwatha L.S.

Jacob Lewis Junr L.S.

G. A. H. Genwindeshon L.S.

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259

Paid 7d

12th Feb
33

Colonel Givrins
Superintendant General
Indian Affairs
York

No 115
T. Howard
Claim to F. D. Lands
1833

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POOR. COPIE

260

Mount Pleasant 11th Feby 1833

Sir,

I beg to state that I am in possession by Lease from Solomon Phelps of 50 Acres of Land in Mount Pleasant being part of a Block of 1200 originally granted by Captn Joseph Brant to Epaphrus Lord Phelps & Also of 62½ Acres of the same lot, sold by said E. L. Phelps to John Misner John Misner to John Fordham and John Fordham to me making 112½ Acres of Broken Front Lot No. 11 on the West side of the Main Road leading from Brantford to Long Point for which I paid £212. 10. 0 Curry

I am Sir

Yr Obdt Hum Sr

F. Stowell

Colon Girons

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POOR COPIE

23 Jan. 1833

No. 117

Deed of
Bargain & Sale
from
Nicholas Cook
To
William Cook
1832
Japan
No. 8.979.

A Memorial hereof is entered and registered in the Registry of the counties of Lincoln and Haldimand the 23rd day of January 1833. at 10. O'Clock A.M. in Book N. folios 599. 600.

J. H. Oakley D. Regr.
for John Lyons Registr

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POOR COPIE

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This Indenture Made the Twenty third day of June in the Year of our Lord one Thousand Eight Hundred and Thirty Two between Nicholas Cook of the Grand River in the District of Niagara County of Haldimand and Province of upper Canada, Yeoman, and William Cook, Yeoman, of the said County District & Province aforesaid of the other Part, Witnesseth, That the said Nicholas Cook being the Father of the said William Cook and by Reason of His the said Nicholas Cook's age and Infirmities is not capable of attending to His affairs as formerly has agreed to make over his Property real and Personal to the said William Cook so that the said William Cook shall Pay all the Debts Due by the said Nicholas Cook and afford him a Maintenance as is herein after Mentioned, Now this Indenture Witnesseth that the said Nicholas Cook in order to carry this said agreement into Effect and in consideration of the Natural Love and affection which he hath for and Towards his Son the said William and of the Proviso covenants and agreements here after mentioned by the said William Cook to be observed and Performed, hath Given, granted, bargained, Sold, assigned and for Ever quit Claimed and by these presents doth grant, bargain, sell, assign, and for Ever Quit Claim Unto the said William Cook his heirs Executors Administrators and assigns for Ever all that certain Piece or parcel of Land situate lying and being on the Grand River as aforesaid which said farm the said William Cook is now in actual and peaceable Possession of and Known by being or lying next above William Dennis's farm on the west side of said Grand River commencing at the said William Dennis's Line then running up said River One Quarter of a Mile or Eighty Rods then from the River Back one Mile and a Quarter or four hundred Rods containing by admeasurement Two Hundred acres be the same more or Less To Have and to Hold the aforesaid Premises to have and to hold the whole together with all the Hereditaments and appertenances thereto belonging unto him the said William Cook his heirs Executors & assigns for Ever for the comfortable maintenance of the said Nicholas Cook in Victuals Clothes and Lodging which he the said William Cook hereby agrees to do and perform In Witness where of the said Nicholas Cook Hath hereunto Set His Hand & Seal the Day and Year above written and in the Second Year of His Majesty's Reign King William the fourth

Signed Sealed and
Delivered in presence of
William Dennis
John Pearson

Nicholas Cook

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CANADA

POOR COPIE

No. 148

Lease

Six Nations of Indians

by

Captain Joseph Brant

To

Charles Anderson

June 4 A.D. 1801

No. 1879

A Memorial of this Deed is Registered in the office of Register for the Counties of Lincoln and Haldemand this 11th Day of January 1811 at one o'Clock P.M. in Book D folio 454 No. 1879

Jos.h Edwards

Dep.y Register

Indian Affairs (RG 10, Volume 105)

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CANADA

POOR COPIE

7264

This Indenture made this fourth day of June in the year of our Lord one Thousand eight Hundred and one between the Six Nations of Indians residing on the Grand River in the province of Upper Canada by Joseph Brant principal Chief and Agent for the Said Six Nations of Indians duly Authorized by them the said Six Nations and on their behalf to execute leases of such parts and parcels of their lands as by the said Joseph Brant shall be thought fit to be Leased of the one part and Charles Anderson resident in the vicinity of the said Grand River Husbandman of the other part Witnesseth That whereas on the Twenty fifth day of October in the Year of our Lord One Thousand Seven Hundred and Eighty four at the City of Quebec upon the representation of the said Joseph Brant in behalf of the said six Nations to the late General Frederick Haldimand then Governor and Commander in Chief of the Province of Quebec and Territories depending thereon &c &c &c he the said commander in chief "in consideration of the early attachment to the Kings cause manifested by the Mohawk Nation and of the loss of their Settlement which they thereby sustained" by an Instrument in writing by him Subscribed, with his seal at arms annexed and since To wit on the Twentieth day of March in the Year of our Lord one Thousand Seven Hundred and Ninety five duly enregistered in the Secretarys office of the said province of Upper Canada Lib A. Fol 8 was pleased to grant approprate and assign to them and such others of the Six Nations as wished to Settle in that Quarter Six Miles deep from each side of the River ouse or Grand River at the mouth thereof and extending in that proportion to the head of said River To be enjoyed by them and their posterity forever" reference thereunto being Had, the said Six Nations of Indians by the said Joseph Brant their agent as aforesaid in consideration of the rent covenants and agreements herein after mentioned reserved and contained on the part and behalf of the said Charles Anderson his heirs and assigns to be paid done and performed and also in consideration of the said Charles Anderson having at his own cost and Charges erected and built a Saw Mill and flour mill within the said Territory of the said Six Nations not only for the public convenience but particularly for the accomodation of the said Indians Have granted demised leased set and to farm let and by these presents do grant Demise lease set and to farm let unto the said Charles Anderson and to his heirs and assigns all that certain tract or parcel of Land being part and parcel of the herein before described Territory Granted by the said Commander in Chief to the said Six Nations as aforesaid which said Tract or parcel of Land is butted and bounded or may be otherwise known as follows that is to say, beginning at a Stake planted by the road Twenty four chains from the said Grand River opposite to the farm of Mr Warner Nellis thence south forty eight Degrees west Thirty Chains thence north Eighty five degrees west Thirty Seven chains and Fifty Links to to Mr John Nellis line thence South Thirty Five degrees west Twenty Six chains Sixty three Links to the Creek thence South ten Degrees East Fifty three chains crossing the Creek thence south seventy Eight Degrees east Twenty three chains thence north Twenty one Degrees west Thirty four chains thence Due North fifteen Chains, thence north Thirty four Degrees East fifteen chains crossing the Creek below the Still House to the place of Beginning, containing by admeasurement Four Hundred & Fifty acres be the same more or Less agreeable to a Survey and plan there of made and Executed by Mr Allan McDonell Surveyor reference also thereto being Had. To have and to Hold the said Tract or parcel of Land last above mentioned unto the said Charles Anderson his Heirs and assigns from the day of the Date of these presents for and during the full end and Term of Nine Hundred and Ninety Nine, from thence next ensuing and fully to be complete and Ended, Yielding and paying

June 1801

426

1

to Mr. John Nellis line. thence South thirty [illegible]
Creek. thence South ten Degrees East. Fifty three. Chains crossing the Creek thence south seventy Eight
Degrees east. Twenty three chains thence North Twenty one Degrees. west. Thirty four. Chains thence
Due North fifteen Chains, thence north thirty four. Degrees. East fifteen chains crossing the. Creek
below the Still House to the place of Beginning, containing by admeasurement. Four. Hundred & Fifty
acres be the same more or. Less. agreeable to a Survey and. plan thereof. made and. Executed by Mr
Allan McDonell Surveyor. reference also thereto being Had. To have and to Hold the said. Tract
or. parcel. of Land. last above mentioned unto the said Charles Anderson his Heirs and assigns from
the day of the Date of these presents. for and During the. full. end and. Term of Nine Hundred and
Ninety Nine, from thence next ensuing and fully to be. complete and. Ended, Yielding and paying
therefor. Yearly and every Year. unto the said Six Nations or. to their agent. for the. Time being one peck
corn of the same. be Lawfully demanded, And the said Six Nations of Indians by the said Joseph
Brant. there Agent as. aforesaid. do. Covenant. grant. and agree to and. with the said. Charles Anderson
his heirs executors administrators. and assigns paying the rent. herein before. Expressed. that. he and
they shall. and. may peaceably and quietly have. hold. occupy. possess. and Enjoy the said Tract and parcel.
of Land. herein before. Last. mentioned granted and. Demised Together. with all the. privileges and
appurtenances thereunto in any wise. belonging and appertaining. for. and. During the said Term
of Nine Hundred and Ninety nine. Years herein before granted without the lawful let. suit. Trouble, Molestation
evictions, expulsion or. Interruption of or. by them the said. Six Nations of Indians or any or. either
of them or. of or. by any other. person or. persons. whomsoever claiming or. To. claim by. from or. under.
them or. any or. either. of them, or. by or. with. their or. any of their privity, assent. consent. or. procure=
=. ments In. Witness whereof. the. parties to these presents have. hereunto set. their Hands.
and Seals the day and. Year. first above written

Sealed and. delivered in. presence of us } William Nellis, Peter. A Nellis Junr.

Sign. Jos. Brant Agent

N.B. The words north and. East. between the tenth and Eleventh lines from the bottom were interlined before signing & sealing in the original

A. True. Copy

The within is a True Copy taken from the Original by me this 5th February 1833
Elijah Nellis

Sworn before me
this 5th day July. 1833
W. Nellis J. P.
& Commissioner for
taking affidavits in
the Kings Bench

2 of 2

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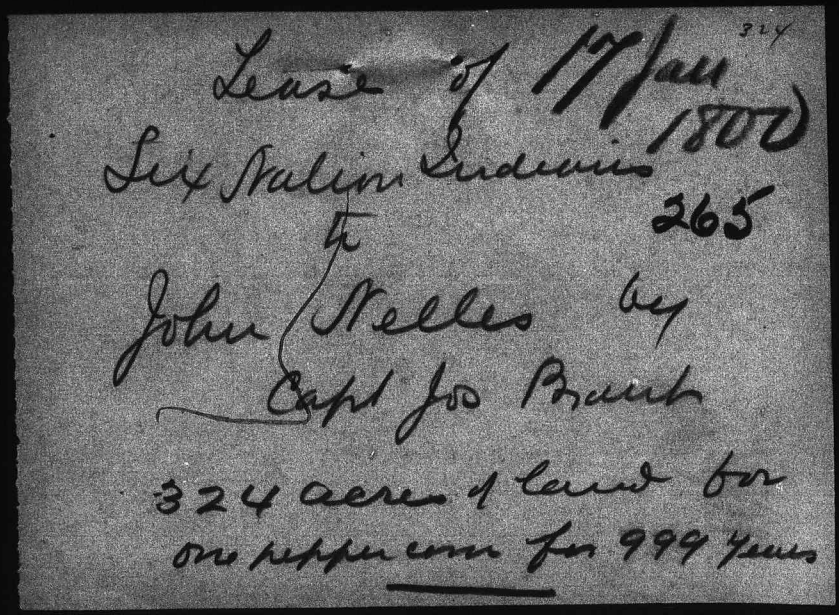

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POOR COPIE

We have rec^d the within Deed and certificate thereon endorsed pursuant to the Statute this tenth day of April 1819 in Book No. 2 Page 49

Dyn^o Robt Addison

John Symington

James Kirby

Jos. Nelles

No. 119

Lease — Six nations Indians —

Jany 17th 1800

John Nelles by their attorney, Jos. Brant

No. 1801

I do certify that a Memorial of the within Deed is Registered at the office of Register for the Counties of Lincoln and Haldimand this 11th July 1810 at 11 o'clock A.M. in Book D folio 404

Jos Powell
Register

Regist^g Mem^l 2-6
Certificate — 2-6
550 add^c words — 5-6
10/-6

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POOR COPIE

41 Copy

17 Jan 1800 268

This Indenture made the seventeenth day of January in the year of our Lord one thousand eight hundred between the six Nations of Indians of the Grand River and Provence of upper Canada and Joseph Brant of the same place of the one part and John Nelles of the said Grand River of the other part Whereas the said six Nations of Indians by a certain writing or letter of attorney under their hands duly executed dated the second day of November in the year one thousand seven hundred and ninety six at Barton (Burlington bay) among other things therein contained, did authorise the said Joseph Brant in the name of them the said six Nations and on their behalf. to execute leases of such part of their Lands on the said Grand River as by the said Joseph Brant might be thought fitt to be leased — Now this Indenture Witnesseth that for and in consideration of the rents covenants and agreements hereinafter mentioned reserved and Contained on the part and behalf of the said John Nelles to be paid done and performed. they the said six Nations of Indians by their said attorney. Joseph Brant have granted demised leased let and to farm letten; & by these presents do grant demise lease let and to farm let unto the said John Nelles his heirs and assigns all that certain parcel or tract of land situate lying and being on the West side of the said Grand River and opposite to the farm of William Nelles; bounded as follows. that is to say, Beginning at three certain white oak trees standing and growing in a cluster on the edge or bank of the said River marked IN: thence up the said River thirty four chains on a strait course to a stake marked IN. thence South forty five degrees west carrying the full breadth of the said thirty four chains so far as to contain full three hundred acres

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POOR. COPIE

as are other parcel or tract of land ajoining the beforementioned tract of land bounded as follows that is to say Beginning at a Stake marked I N. being the Northeast corner of the last mentioned tract of lands; thence running up the said River eight Chains on a strait Course, thence South forty five degrees west thirty Chains to a white oak tree marked I N. thence South forty five degrees east eight Chains to the northerly side of the last mentioned tract of lands and from thence to the place of beginning Containing another quantity of land of full twenty four acres— which said two parcels or tracts of lands are comprised within that teritory upon the said ~~tract~~ Grand River appropriated and granted ~~by~~ promise to the said Six Nations of Indians by His Excellency the late General Frederic Haldimand under his hand and Seal dated at Quebec ~~the~~ twenty fifth day of Octobor in the year of Our Lord One Thousand Seven hundred and eighty four and duly enregistered in consideration of the losses sustained by the said Six Nations of Indians of their Settlement within the territory of the american States together with the reversion and reversions remainder and remainders Rents issues and profits of all and singular the said premises and every part and parcell thereof with the appurtenances To have and to hold the said parcell and tracts of land with appurtenances unto the said John Nellis his heirs and assigns from the day of the date of these presents for and during and until the full end and term of nine hundred and ninety nine Years and fully to be complete and ended yielding and paying therfore unto the said Six Nations of Indians their heirs or assigns the

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POOR COPIE

yearly rent of one peper corn at the experation of each and every year if the same be lawfully demanded — and the said six nations of Indians do furthermore covenant by their said attorney Joseph Brant — that the said John Nelles shall and may peaceably and quietly have hold occupy ~~and~~ possess and enjoy the same tracts and parcels of land herein before ~~mentioned~~ granted and demised without the lawful let suit trouble molestation eviction expulsion or interruption of or by them or any of them or any other person or persons whomsoever lawfully claiming or to claim by from or ~~from~~ under them or any of them or by or with any of their privity assent consent or procurement — In Witness whereof the parties to these present have hereunto interchangeably set their hands & seals the day and Year first above written

Signed sealed and delivered in presence of us —

Signed

"Signed"

J. R. Rousseaux

William Nelles

Jos. Brant (Seal)

The within is a true copy taken from the Original by me this 5th February 1833

Sworn before me this 5th February 1833
H. W. Nelles J. P.
& Commissioner for taking affidavits in the Kings Bench —

Elijah Nelles

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No. 120

Ransom Hazelton

Claim to S. D. Lands

1833

270

Colonel Quinn
In York

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POOR. COPIE

March the 8 - 1833

Colonel givens sir I write a few lines to you to inform you that I hold alice of one hundred acres of the indian land it being the east holk of lot number one in the second concession the said land I bought and am now in peacible posesion of the said leace is on record according to law I wote you a teter the four part of febuary last and sent it to you by one of my neighboring men which he lost and consideable money with it at that time

Ransom Hazelton

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No. 123

Lease of Margaret Lewis
to
James Cockburn

Indenture of Lease

Dated 2nd January 1833

Copy

123

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Poor Copie

This Indenture made the se:
:cond day of January in the Year of our
Lord one thousand eight hundred and
thirty three at Brantford in the
Gore District of the Province of Upper
Canada Between Jacob Lewis and Mar-
:garet his wife (formerly Margaret Brant)
natives of the Mohawk tribe of the
six Nation Indians residing on the
Grand River in the said District of
the first part and James Cockshut of
York in the Home District of the
Province aforesaid Merchant of the
second part witnesseth that the par:
:ties of the first part for and in cons
:ideration of the Yearly rent of the
sum of seven pounds ten shillings
of lawful money of the Province a-
:foresaid to be paid by the said
party of the second part as herein
after mentioned. Hath granted
bargained aliened transferred and
to farm let and by these presents
Doth grant bargain alien transfer

and

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POOR COPIE

and to farm let All and singular
that certain piece, parcel or tract of
land farm or premises known by
being commonly called the Widow
Brants flats and which said parcel
or tract of land is butted and bounded
as follows; that is to say Commen
cing at a white Oak tree standing on
the North Easterly side of the Grand
River, the same being the South East
corner of the Town Plot of Brantford
Then North twenty five degrees fifteen
minutes East along the boundary line
of the said Town Plot twenty four chains
and thirty links to a corner stake
standing on the Southerly side of the
Cove or Outlet of the Brantford Mill
Race. Thence Easterly along the
Eastern boundary of the said Town
Plot the several Courses and distances
thereof to the centre of the said Cove.
Thence down the centre of the said Cove
to its Junction with the Grand River
Thence along the Edge of the Grand River

against

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against the Stream to the place of be-
:ginning containing by admeasurement
thirty acres be the same more or less—
Together with all the appurtenances
thereunto belonging or in any wise ap
pertaining. To have and to hold
the same with the appurtenances
unto the said party of the second part
for and during the full End and term
of twenty one Years from and after
the day of the date of these presents
fully to be compleate and Ended
And the said party of the second part
doth hereby and by these presents
Covenant and agree that he his heirs
Executors Administrators and Assigns
shall and will pay or Cause to be paid
unto the said party of the first part
their Heirs Executors administrators
or Assigns the Yearly rent aforesaid
on the Last day in each and Every Year
for and during the Continuance of
this Lease
And the said party of the first part
doth for themselves their heirs Executors

Administrators

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POOR COPY

administrators and assigns hereby Co-
-venant and agree that he the said party
of the second part paying the rent a-
-foresaid shall and may quietly have
hold occupy possess and enjoy all and
singular the above demised premises.
with the appurtenances. for and during
the said term of twenty one Years, without
any the least trouble hindrance inter-
-ruption or denial of them the said
party of the first part, their heirs
Executors Administrators or Assigns or
of any other person or persons whomso-
-ever claiming the whole or any part
thereof. by. from or under them or either
of them or of any other person.

And it is further covenanted
and agreed to by and between the said
parties that at the Expiration of the
said term of twenty one Years it shall
and may be lawful for the said party
of the first part to re enter into and
take the possession of the said premises
as their own rightful and lawful possession

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In Witness whereof the said parties have hereunto set their hands and Affixed their seals at Brant Ford aforesaid the day and Year first above Written.

Signed Sealed and delivered in presence of

Lewis Burwell
William Leeming

Signed

Jacob his × mark Lewis (L.S.)
Margaret her × mark Lewis (L.S.)
James Cockshut
by Ignatius Cockshut (L.S.)

I certify the above to be a true Copy of the original lease executed between the parties above mentioned

Cgamble
5th February 1833

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POOR COPIE

John Crooks Esq
Claim to Gd
River Lands
1833

No. 124

278

124.
52

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POOR. COPIE

279

Niagara 9th February 1833

Sir

My attention has been called to a notice published by you in the Gazette calling upon persons holding lands upon the Grand River to exhibit their title, to do so - I inclose to you two leases for two small tracts in the vicinity of the Delaware Settlement near to the School House - the land is about 7 or 8 miles below the Long House as it is usually called - The Tract of 210 acres I hold under Mr. Augustus Jones, the original lessee the other, the late John Huff was the lessee from Captain Joseph Brant, and upon the latter I have a tenant - When they have been examined will you do me the favor to include them to me - Being ignorant of the cause which induced the publication of the Notice above mentioned, may I beg the favor to be [illegible] of the intention of the Government, at your earliest convinience -

I am

Sir

Your obedient humble Servant

J. McCrosby

James Irvine Esquire
&c &c &c
York

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POOR. COPIE

O.H.M.S.

280

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Augustus Jones. 281
Lease -
To Rufus Pooler -
210. acres -
25th July 1820 -

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CANADA

POOR COPIE

This Indenture made the Twenty fifth day of July in the year of our Lord one thousand Eight hundred and twenty, Between Augustus Jones, of the Grand River in the District of Gore; and in the Province of Upper Canada Surveyor, of the first part, and Rufus Pooler, of the District of Niagara, and on the Grand River, in the Province aforesaid Carpenter, of the Second part; Witnesseth, that whereas on the fourth day of October, in the year of our Lord one thousand Seven hundred and Ninety Seven, at Salt fleet, by an Instrument of writing, Signed, and Sealed by Joseph Brant, agent, and Principal Chief, of the Six Nations of Indians, on the Grand River, in the Province aforesaid a Certain Grant, and Lease of four thousand Eight hundred Acres of land, on the Grand River, at the foot of the Rapids and whereas further to Confirm, the aforesaid Lease, the Principal Chiefs of the aforesaid Six Nations of Indians, residing, on the said Grand River, did recognize, and 283 confirm, the aforesaid tract of four thousand Eight hundred acres by an Instrument of writting, bearing date at the Grand River, the Seventeenth day of February, in the year of our Lord One thousand Eight hundred, and Sixteen, and Whereas, that the aforesaid Rufus Pooler is Connected by Marriage to a Daughter, of the aforesaid Augustus Jones. in Considerations of the regard for him, and for the reasons aforesaid, and of the rents, Covenants and agreements, hereinafter mentioned, Reserved, and Contained, on the Part, and behalf of the said Rufus Pooler, to be paid, done, and performed; Have granted & Demised, Leased, Let, and to farm letten, unto him the said Rufus Pooler, his Heirs, Executors, Administrators, and Assigns, all that Certain tract, or parcel of Land, lying, and being a certain part of the aforementioned tract of lands, and may be more fully known, as follows, Beginning, and Commencing at the

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POOR COPIE

— the North East Corner of the aforesaid tract of lands, at a Post Standing at the said Corner, with several trees marked, and Runing from thence South Sixty two degrees and thirty minutes West, Sixty Chains, thence South twenty seven degrees, and thirty minutes East thirty five Chains, then North Sixty two degrees, and thirty minutes West, Sixty Chains to the line-run from the river, thence North twenty seven degrees, and thirty minutes East, thirty five Chains, along the said line to the Place of begining, Containing two hundred, and ten acres of land, more, or less; To have and to hold, the said Demised Premises, with the appurtenances unto the said Rufus Pooler, of the second part, his Heirs Executors, administrators, and assigns, for and during the end, and untill, the full term of Nine hundred, and Seventy five years, next ensuing, the day, and date of these presents, fully to be Compleated, Yeilding, and paying therefor yearly, and every year, if the same Shall be lawfully demanded, the yearly rent of one Pepper Corn, during the Continuance of this Lease, unto the said party of the first part, his heirs Executors, administrators, and assigns, and it is further Covenanted, and agreed, that the said party of the second part, his Heirs and assigns paying the rent aforesaid, of one Pepper Corn, unto him the said party of the first part, his heirs, and assigns, that he shall, and may, quietly, Peaceably, have, hold, occupy, and enjoy the said hereby Demised Premises, during the said term of Nine hundred, and Seventy five years, fully to be Completed without any hindrance, disturbances, or molestation, Whatsoever, of him the said party of the first part, his heirs or or assigns, or any other Person, or Persons lawfully Claiming under him any right in the Premises, In Witness Whereof the said parties have here unto, interchangably Set their hands, and Seals the day and year afore written.

Signed Sealed, and delivered in the Presence of us —

Augustus Jones

No. the word (Con and hundred) in the first Page interlined before Executed

John Jones

Peter Jones

Rufus Pooler

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POOR COPIE

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Rufus Pooler's Lease To John Croker 210 Acres

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POOR COPIE

This Indenture made the twenty fourth of July in the year of our Lord one thousand eight hundred and Twenty one Between Rufus Pooler of the Grand River County of Haldimand, district of Niagara and Province of upper Canada, Carpenter, of the first Part. And John Croker, of the Mouth of the Grand River County, District, and Province aforesaid Merchant, of the Second part Witnesseth That whereas on the fourth day of October in the year of our Lord one thousand Seven hundred and ninety Seven at Saltfleet by an Instrument of writing, Signed Joseph Brant Senior agent and principal chief of the Six nations of Indians on the Grand River in the province aforesaid did grant and lease unto Augustus Jones of the Grand River District and Province aforesaid, Surveyor, Four thousand eight hundred Acres of land on the Grand River at the foot of the Rapids. and Whereas further to confirm the aforesaid lease the principal chiefs of the Six nations of Indians Residing on Grand River aforesaid did Recognize and confirm the same, the said tract of four thousand eight hundred Acres by an Instrument of Writing bearing date at the Grand River the Seventeenth day of February in the year of our Lord one thousand eight hundred and Sixteen. And Whereas they aforesaid Augustus Jones aforesaid hath on the Twenty fifth day of July one thousand eight hundred and twenty, Granted, Demised, Leased let and to farm Letten unto the Aforesaid Rufus Pooler his heirs Executors Administrators and Assigns as the performance of a Marriage contract with his (the said Augustus Jones's) Daughter to the aforesaid Rufus Pooler.

All that certain tract or parcel of land hereafter mentioned and described, which the aforesaid Rufus Pooler have Granted, Demised, Leased Let and to farm letten, and by these presents doth Grant, Demise, Lease and let unto the aforesaid John Croker of the second part. All that certain tract or parcel of land lying, and being a certain part of the aforementioned tract of lands, and is butted and bounded or may otherwise be known as follows. That is to Say. Beginning and commencing at the North east corner of the aforesaid Tract of Land at a post standing at the said corner with several trees marked, and Running from thence South Sixty two Degrees and thirty minutes West, Sixty chains, thence South Twenty Seven degrees and thirty minutes West, Sixty chains, thence South Twenty Seven Degrees and thirty minutes East thirty five chains, thence North Sixty two degrees and thirty minutes West, Sixty chains to the lime Run from the River, thence North Twenty Seven degrees and thirty minutes East thirty five chains along the said line to the place of Beginning containing two hundred and Ten Acres of land be the same more or less. To have and to hold the said demised premises with the appurtenances unto the said John Croker of the Second part his heirs, Executors, administrators and Assigns for and during the end and until the full Term of Nine hundred and Seventy four years next ensuing the day and date of these presents fully to be Compleated, For and in consideration of the sum of one hundred and fifty pounds of Good and lawful money of this province, to him the said Rufus Pooler of the first part in hand hand paid by him the said John Croker of the second part, the Receipt whereof is hereby Confessed, and acknowledged. And it is further Covenanted and agreed that the said party of the Second part his heirs and Assigns yielding and paying therefor yearly and every year (If the same shall be lawfully demanded) the yearly Rent of one pepper corn during the continuance of this lease, unto the said party of the first part his heirs executors Administrators and assigns, That he the said party of the second part shall and may, quietly and peaceably, have, hold, occupy and enjoy the said hereby demised premises during the said Term of Nine hundred and Seventy four years fully to be compleated, without any hindrance disturbance or molestation whatsoever of him the said party of the first part his heirs or Assigns or any other person or persons lawfully claiming or to claim under him any Right or Intrest in the above bargained premises In Witness whereof the parties have to these presents Interchangeably set their hands and seals. The day and year first above written

Erata The word Carpenter in third line and hath in Tenth line, and words Untill the in the twenty third line Interlined before sealing and delivery also the word Second in the thirtieth line

Signed Sealed and Delivered in the presence of us
Anthony
Robt. Campbell

Rufus Pooler
John Croker

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287

Lease -

John Crooks — to — John Crooks } 210 Acres at Grand River -

№ 6222 -

I Do Certify that a Memorial of the within Lease is Registered at the Office of Registries for the Counties of Lincoln and Haldimand this 22nd January 1823 - at 9 Oclock A.M. in Book S. Folio 210 -

for John Powell
Registrar
W. D. Miller
D. Registrar

Not paid 12/6 -

Indian Affairs (RG 10, Volume 105)

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£105. C.T.

Received on the day and in the Year Within Written, the Full Consideration Money Within Mentioned to be paid to Me - I say Received -

Witness
J. Holmes
R. Clench

John Crokes

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This Indenture made the Twenty 4th day of January in the Year of Our Lord One Thousand Eight hundred and Twenty-three Between John Crooker of the Mouth of the Grand River in the County of Haldimand, District of Niagara and Province of Upper Canada, Merchant of the One part, and John Crooks of the Town of Niagara in the Province of Upper Canada, Merchant of the other part. Witnesseth That ye Whereas on the Fourth day of October in the Year of our Lord One thousand Seven hundred and Ninety-seven at Salt-fleet by an Instrument of Writing, signed Joseph Brant Senior, Agent and principal Chief of the Six Nations of Indians on the Grand River in the Province aforesaid, did grant and Lease Unto Augustus Jones of the Grand River, District and Province aforesaid, Surveyor, Four thousand Eight hundred Acres of Land on the Grand River at the foot of the Rapids, and Whereas further to Confirm the aforesaid Lease the Principal Chiefs of the Six Nations of Indians Residing on Grand River aforesaid, did Recognize and Confirm the same, the said tract of Four thousand Eight-hundred Acres, by an Instrument of Writing bearing date at the Grand River the Seventeenth day of February in the Year of our Lord One thousand Eight hundred and Sixteen - And by the said Augustus Jones, Granted and Leased Unto Rufus Pooler of the same place, a certain part of the aforementioned tract of Land on the Twenty Fifth day of July One thousand Eight-hundred and twenty - And by the said Rufus Pooler, Granted and Leased unto the said John Crooker the said certain part of the aforementioned tract of Land on the twenty fourth day of July One thousand Eight hundred and Twenty-one. And the said John Crooker for and in Consideration of the Sum of One hundred and Five Pounds lawful Money of the Province aforesaid to him in hand paid by the said John Crooks, the receipt whereof is hereby acknowledged and confessed, hath Granted, demised, Leased, Let and to farm letten, and by these Presents doth Grant, demise Lease and to farm let unto the said John Crooks, his Heirs, Executors, Administrators and Assigns, All that certain tract or parcel of Land lying and being a certain part of the aforementioned tract of Land, and is butted and bounded or may be otherwise known or described - (that is to say) Beginning and Commencing at the North East Corner of the aforesaid tract of land, at a post standing at the said Corner With several trees Marked, and Running from thence South Sixty-two Degrees and Thirty Minutes West, Sixty Chains, thence South Twenty-seven Degrees and Thirty Minutes West Sixty Chains, thence South Twenty-seven Degrees and Thirty Minutes East, Thirty-five Chains thence North Sixty-two Degrees and Thirty Minutes West, Sixty Chains to the line Run from the River, thence North Twenty-seven Degrees and Thirty Minutes East, Thirty-five Chains along the said line to the Place of Beginning - Containing Two hundred and Ten Acres of Land - be the same More or less - To have and to hold the said demised premises With the Appurtenances unto the said John Crooks, his Heirs, Executors, Administrators and Assigns for and during the Residue and Unexpired Term of Nine hundred and Seventy-four Years from the day Next ensuing the date of the Indenture of Lease from the said Rufus Pooler to the said John Crooker - Viz; the Twenty fourth day of July One Thousand Eight hundred and Twenty One, fully to be Completed. And it is further Covenanted and Agreed, That the said John Crooks his Heirs and Assigns Yielding and paying therefor Yearly and every Year (If the same shall be lawfully demanded) the Yearly Rent of One Pepper Corn during the Continuance of this Lease, Unto the said John Crooker his Heirs Executors Administrators and Assigns - That the said John Crooks, shall and may, Quietly and peaceably, have, hold, Occupy and enjoy the said hereby demised premises during the said Residue or Unexpired Term of Nine hundred and Seventy four Years, fully to be Completed, Without any hindrance disturbance or Molestation Whatsoever of him the said John Crooker his heirs or Assigns, or any other person or persons lawfully Claiming or to Claim, under him any right or Interest in the above bargained premises - In Witness whereof the parties to these presents have hereunto set their hands and Seals, the day and Year first above Written -

Signed, Sealed and Delivered
In Presence Of - S. Nelles
R Clinch

John Crooker
Jno Crooks

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Lease

Christian Cincebaugh

to

John Croker

No. 5,847.

I Do Certify that a Memorial of the Within Lease is registered at the Office of Register for the Counties of Lincoln and Haldimand this 7th September 1820. at 9 O'Clock A.M. in Book H. Folio 461.

For John Powell
Register
W. D. Miller
D.Y. Register

£100

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and Singular the Ways, Waters, Water Courses, Priviledges, F
Whatsoever to the said premises belonging or in any wise ap
Land and all and Singular other the premises herein before Men
their Appurtenances unto the said John Croker his Executor
of Nine hundred and Ninety-Nine Years from the First day of
Yielding and paying therefore Yearly and every Year During the Resi
Assigns, One Pepper Corn if the same be lawfully demanded, Ad
nistrators and Assigns Doth Covenant Grant and Agree to and W
paying the rent herein before reserved, that he and they may an
the said tract or parcel of Land herein before last Mentioned Gran
and Appurtenances thereunto belonging or in any wise appertaining
and Ninety-Nine Years hereby Granted, Without any Lawful Let
ment of or for any Manner of Waste by the said Christian Co
Whatsoever Lawfully Claiming or to Claim by from or under
privily assent Consent or Procurement —

In Witness whereof the parties to these presen
first within Written.

Signed, Sealed and Delivered
In Presence Of —
[illegible]
Jas. Miller

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This Indenture made the Sixteenth day of August in the Year of our Lord One Thousand Eight hundred and Twenty at Niagara in the County of Lincoln and Province of Upper Canada Between Christian Cincebaugh of the County of Haldimand District of Niagara and Province of Upper Canada Yeoman of the One part and John Crocker of the said County District and Province aforesaid Merchant of the Other part Witnesseth that the said Christian Cincebaugh for and in Consideration of the Sum of Two hundred Pounds Lawful Money of the Province aforesaid to him in hand paid by the said John Crocker the receipt whereof is hereby acknowledged and Confessed and for and in Consideration of the Rents herein after Mentioned to be paid on the part of the said John Crocker his Executors Administrators or Assigns hath Demised Leased and to Farm let and by these presents doth Demise Lease and to Farm Let unto the said John Crocker his Executors Administrators and Assigns all and Singular that certain tract or parcel of Land Situate lying and being on the Grand River in the County of Haldimand District of Niagara and Province of Upper Canada Containing by admeasurement One hundred and Fifty Acres of Land which said One hundred and Fifty acres of Land are part of a Tract of Land originally Granted to the Six Nations of Indians as follows To Wit That Whereas on the Twenty fifth day of October in the Year of our Lord One Thousand Seven hundred and Eighty four at the City of Quebec Upon the Representation of the said Joseph Brant Principal Chief and Agent for the said Six Nations of Indians duly authorized by them the said Six Nations and on their behalf to execute Leases of such part and parcel of their Lands as by the said Joseph Brant should be thought fit to be leased in behalf of the said Six Nations to the Late General Frederick Haldimand then Governor and Commander in Chief of the Province of Quebec and Territories depending thereon &c &c &c He the said Commander in Chief in Consideration of the early attachment manifested to the Kings Cause by the Mohawk Nation and of the loss of their Settlement which they thereby Sustained by an Instrument in Writing by him Subscribed with his Seal at Arms annexed and since to Wit on the Twentieth day of March in the Year of our Lord One Thousand Seven hundred and Ninety Five duly enregistered in the Secretarys Office of the said Province of Upper Canada Lib A. Fol. 8. Was pleased to grant appropriate and assign to them and such others of the Six Nations as desired to settle in that Quarter Six Miles Deep from each side of the River Ouse a Grand River at the Mouth thereof and extending in that Proportion to the head of the said River to be enjoyed by them and their Posterity forever, reference thereunto being had, the said Six Nations of Indians by the said Joseph Brant their Agent as aforesaid by Indenture of Lease bearing Date the First day of June One Thousand Eight hundred and Registered in the Registrar Office for the Counties of Lincoln and Haldimand the 12th day July 1808. at Noon in Book D. Folio 140 - No 1444 - for the Considerations therein Contained hath Granted Demised Leased Set and to Farm Let unto John Huff of the said County of Haldimand District and Province aforesaid Yeoman his Heirs Executors Administrators and Assigns Part or Parcel of the before Described Territory Granted by the said Commander in Chief to the said Six Nations aforesaid Containing by admeasurement Twelve Hundred Acres - The said John Huff by Indenture of Lease bearing Date the Eighth day of January One Thousand Eight hundred and Ten for the Considerations therein Contained hath Demised Leased and to Farm let part of the Twelve hundred (being One hundred and Fifty Acres of Land) to Christian Cincebaugh aforesaid his Executors Administrators and Assigns, and the said Christian Cincebaugh to the said John Crocker as aforesaid for and During the Residue of Nine hundred and Ninety Nine Years from the First day of June One Thousand Eight hundred being the Commencement of the Original Lease from the said Six Nations of Indians to the said John Huff for the said Term of Nine hundred and Ninety Nine Years and Which said One hundred and Fifty acres of Land is butted and bounded or otherwise known as follows (that is to say) Commencing at a Stone Corner of Number Four and from thence North Thirteen Degrees West One hundred Chains, thence North Eighty Degrees, West Twelve Chains and one half, thence South Thirteen Degrees East One Hundred Chains to within One Chain of the River Thence Down the River Twelve Chains and One half to the Place of Beginning - Together With all and

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and singular the ways, waters, water courses, priviledges fences improvements Buildings Out buildings and appurtenances whatsoever to the said premises belonging or in any wise appertaining To have and to hold the said Tract or parcel of Land and all and singular other the premises herein before Mentioned or intended to be hereby demised With their and every of their appurtenances unto the said John Croker his Executors administrators and assigns for and During the full end and term of Nine hundred and Ninety-Nine Years from the First day of June One Thousand Eight hundred fully to be Compleat and ended yielding and paying therefore yearly and every Year During the Residue of said Term unto the said Christian Cincibaugh his Heirs and Assigns, One Pepper Corn if the same be lawfully demanded. And the said Christian Cincebaugh for himself his Executors administrators and Assigns Doth covenant Grant and Agree to and With the said John Croker his Executors administrators and assigns paying the rent herein before reserved, that he and they may and shall peaceably and quietly have hold Occupy enjoy and possess the said tract or parcel of Land herein before last Mentioned Granted and Demised Together with all and singular the priviledges and appurtenances thereunto belonging or in any wise appertaining for and During the said remaining term or Residue of Nine hundred and Ninety-Nine Years hereby Granted, Without any Lawful Let, suit, trouble, denial, eviction, Molestation hindrance or impeachment of or for any manner of Waste by the said Christian Cincebaugh his Heirs or assigns or of or by any person or persons whatsoever Lawfully Claiming or to Claim by from or under him them or any or either of them or by or with any of their privily assent Consent or procurement —

In Witness whereof the parties to these presents have hereunto set their hands and Seals the Day and Year first within Written.

Signed, Sealed and Delivered
In Presence Of —
[illegible]
Jas. Miller

Christian Cincebaugh
John Croker

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Lease.

John Crocker - to.

John Crocker -

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This Indenture made the Twenty first day of January in the Year of our Lord One Thousand Eight hundred and Twenty three at Niagara in the County of Lincoln and Province of Upper Canada - Between John Croker of the County of Haldimand District of Niagara and Province aforesaid Merchant, of the One part, and John Crooks of the Town of Niagara in said Province Merchant of the other part, Witnesseth that the said John Croker for and in Consideration of the Sum of One hundred pounds Lawful Money of the Province aforesaid to him in hand paid by the said John Crooks the receipt Whereof is hereby acknowledged and Confessed, and for and in Consideration of the Rents hereinafter Mentioned to be paid on the part of the said John Crooks his Executors Administrators or Assigns hath Demised, Leased, and to Farm Let, and by these presents doth Demise, Lease, and to Farm Let, Unto the said John Crooks his Executors Administrators and Assigns All and singular that Certain tract or parcel of Land, situate lying and being on the Grand River in the County of Haldimand, District of Niagara and Province of Upper Canada Containing by admeasurement One hundred and Fifty Acres of Land. Which said One hundred and Fifty Acres of Land are part of a Tract of Land Originally Granted to the Six Nations of Indians as follows, to Wit, That Whereas on the twenty-fifth day of October in the Year of our Lord One Thousand Seven hundred and Eighty-four at the City of Quebec upon the representation of Joseph Brant principal Chief and Agent for the said Six Nations of Indians, duly Authorised by them the said Six Nations, and on their behalf to execute Leases of such part and parcel of their lands as by the said Joseph Brant shall be thought fit to be leased in behalf of the said Six Nations to the Late General Frederick Haldimand then Governor and Commander in Chief of the Province of Quebec and Territories depending thereon &c &c &c he the said Commander in Chief in Consideration of the early attachment Manifested to the Kings Cause by the Mohawk Nation and of the loss of their settlement Which they thereby sustained, by an Instrument in Writing by him subscribed With his Seal at Arms annexed, and since to Wit: on the twentieth day of March in the Year of our Lord One Thousand Seven hundred and Ninety & five duly enregistered in the Secretary's Office of the said Province of Upper Canada - Lib. A. Fol. 8. Was pleased to grant appropriate and assign to them and such others of the Six Nations as wished to settle in that Quarter Six Miles Deep from each side of the River Ouse or Grand River at the Mouth thereof and extending in that proportion to the head of the said River to be enjoyed by them and their Posterity forever, reference thereunto being had - the said Six Nations of Indians by the said Joseph Brant their Agent as aforesaid by Indenture of Lease bearing Date the First day of June One Thousand Eight hundred and Registered in the Register Office for the Counties of Lincoln and Haldimand the 12th July 1808 at Noon in Book D. Folio 140 - No. 1444 - for the Consideration therein Contained hath Granted, Demised, Leased Set and to farm Let Unto John Huff of the said County of Haldimand District and Province aforesaid Yeoman, his Executors Administrators and assigns part or parcel of the before Described Territory Granted by the said Commander in Chief to the said Six Nations aforesaid Containing by Admeasurement Twelve hundred Acres - The said John Huff by Indenture of Lease bearing Date the Eighth day of January One Thousand Eight hundred and Ten for the Consideration therein Contained Hath Demised, Leased, and to Farm let part of the Twelve hundred, being One hundred and fifty Acres of Land to Christian Cincebaugh ~~aforesaid~~ his Executors Administrators and Assigns, and the said Christian Cincebaugh by Indenture of Lease bearing Date the Sixteenth day of August One Thousand Eight hundred and Twenty for the Consideration therein Contained hath Demised Leased and to farm Let the said One hundred and Fifty Acres of Land to John Croker aforesaid his Executors Administrators and Assigns, and the said John Croker to the said John Crooks as aforesaid for and During the Residue of Nine hundred and Ninety Nine Years from the first day of June One Thousand Eight &c hundred being the Commencement of the Original Lease from the said Six Nations of Indians to the said John Huff for the said term of Nine hundred and Ninety Nine Years - and Which said One hundred and Fifty Acres of Land is butted and bounded or Otherwise known as follows, (that is to say,) Commencing at a Stone Corner of Number Four and from Thence North Thirteen Degrees West One hundred Chains, thence North Eighty Degrees West Twelve Chains and One half, Thence South Thirteen Degrees East One hundred Chains to Within One Chain of the River Thence Down the River Twelve Chains and One half to the place of Beginning - Together With all and singular the ways, Waters, Water Courses, priviledges fences improvements Buildings out buildings, and appurtenances Whatsoever to the said premises belonging or in any wise appertaining To have and to hold the said Tract or parcel of Land and all and singular other the premises herein before mentioned or intended to be hereby demised With their and every of their appurtenances Unto the said John Crooks his Executors administrators and assigns for and During the full end and term of Nine hundred and Ninety Nine Years from the first day of June One &c Thousand Eight hundred - fully to be Complete and ended Yielding and paying therefore Yearly and every Year During the Residue of said

Term -

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Term unto the said John Crooker his Heirs and Assigns. One Pepper Corn if the same be lawfully demanded. And the said John Crooker for himself his Executors administrators and assigns Doth Covenant Grant and Agree to and with the said John Crooker his Executors administrators and assigns paying the rent herein before reserved, that he and they may and shall peaceably and quietly have hold occupy enjoy and possess the said tract or parcel of Land herein before last Mentioned Granted and Demised. Together with all and singular the Priviledges and Appurtenances thereunto belonging or in any wise appertaining for and During the said remaining term or Residue of Nine hundred and Ninety Nine Years hereby Granted Without any Lawful Let Suit trouble, Denial, eviction Molestation hindrance or impeachment of or for any manner of Waste by the said John Crooker his Heirs or assigns or of or by any person or persons Whatsoever Lawfully Claiming or to Claim by from or under him them or any or either of them or by or with any of their privity assent Consent or procurement—

In Witness Whereof the parties to these presents have hereunto set their hands and Seals the Day and Year first within Written—

Signed Sealed and Delivered — In Presence Of —
Ralfe Clench
W Dockstader

Received the day and year within written, the Sum of One Hundred Pounds being the full consideration within mentioned—
Witness
Ralfe Clench
W Dockstader

John Crooker

John Crooker

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No. 126

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William R. Smith
Claim to Gd. River
Lands 1833

To

Lewis Burwell Esqr

Forwarded by
Mr. Jno. Smith

York

D.

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Hamilton Feby 12th 1833

Dear Sir,

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As I have declined going to York, I have taken the liberty of Inclosing to your case a copy of my lease and also the original map, which you will please lay before the Board at York — and as you are well acquainted with the map, I wish you particularly to explain to the Board, the rear part of the tract being short in the lease which cause I will explain — "at the time of surveying, there happened to be on the rear of the map an old chiefs Sugar Bush, which Captain Brant did not want to deprive him of — and on that account Captain Jos. Brant said I should still have the three hundred acres any other place adjoining. but before this was arranged, the old Gentleman Captain Jos. Brant died, and left the thing as it now stands and but before he died, and after the [illegible] was made he Jos. Brant some time after got the map made himself including the three hundred acres

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will an intention of title of my getting it — and that I have other claims from the Fire nations, which I will Explain when the next Investigation of the trustees take place, when I should wish to be present —

I am Dr. Sir

Your very obt. Servt.

W. K. Smith

To
Lewis Parrott Esq.
York

P.S.

You will please bring back the map, unless they should wish to keep it until the next Investigation

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I hereby Certify that the within is a true Copy of a memorial of Lease from the Six Nations of Indians to William Kennedy Smith Registered in this Office the twenty Eighth of June 1823

James Durand Jun.
Dy Register

Copy of Wm Smith
Lease

Hyslop Fees

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303

I hereby Certify that the within is a true Copy of a memorial of Lease from the Six Nations of Indians to William Kennedy Smith Registered in this Office the twenty Eighth of June 1823

James Durand Sen.r
Dy Register

Copy of W. K. Smith
Lease

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12/- Hx by Fees

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KODAK SAFETY FILM

A Memorial to be registered pursuant to the Statute in such Case made and provided of an Indenture made the Twentieth Day of June in the Year of our Lord one thousand Seven Hundred and ninety Six, between the Six Nations of Indians residing on the Grand River River in the Province of upper Canada, by Captain Joseph Brant, principal Chief and Agent for the said Six Nations duly Authorized in the name of them the said Six Nations, & their behalf to execute Leases of such parts and parcels of their lands as by the said Joseph Brant shall be thought fit to be Leased of the one part, and William Kennedy Smith, residing on the said Grand River of the other part. Witnesseth that whereas on the Twenty fifth Day of October in the Year of our Lord one thousand seven Hundred Eighty four at the City of Quebec upon the representation of the said Joseph Brant in behalf of the said Six Nations of Indians to the late Frederick Haldimand then Governor and Commander in Chief, in Consideration of the early attachment to the Kings Cause manifested by the Mohawk Indians and of the loss of their Settlement which they thereby Sustained by an Instrument in writing by him Subscribed with his Seal at arms annexed and since to wit, on the Twentieth Day of march in the Year of our Lord one thousand Seven Hundred and Ninety five duly Enregistered in the Secretarys Office of the said Province of upper Canada Liber A. Folio Eight. was pleased to Grant appropriate and Assign to them and such others of the Six Nations as wished to settle in that quarter. Six miles Deep from Each side of the said Grand River or Rivers and at the Mouth thereof and Extending in that proportion to the Head thereof to be Enjoyed by them and their posterity for Ever, reference thereunto being had and

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and whereas the said Six Nations by Captain Joseph Brant aforesaid in Consideration of their Rent Covenants and Agreements herein after mentioned Reserved and Contained on the part and behalf of the said William Kennedy Smith his Heirs Executors Administrators and Assigns to be paid done and performed have Granted Demised Leased and to Farm Letten and by these presents do Grant Demise Lease and to Farm Let unto him the said William Kennedy Smith his Heirs Executors Administrators and Assigns all that Certain Tract Parcel ~~or Tract~~ of Land being part and parcel of the above Described Territory Granted by the said Commander in Chief to the said Six Nations aforesaid. beginning at a Stake by the Grand River, thence North 26° East One Hundred and Eighty five Chains and 50 links to a Stake thence north 64° West 60 Chains to a Stake thence South 26° west 264 Chains and 50 links to the said Grand River thence down the said River including the Islands in front of the said Lands to the forementioned bounds Containing Twelve Hundred Acres more or less Reference thereunto being had which said Tract or parcel of Land is Leased to the said William Kennedy Smith in Consequence of Friendship for him and from his Connection with the Mohawk Nation by a Lawful Marriage with one of our Women by whom he has two Children which we wish to provide for according to our Customs for these Reasons and his uniform good Conduct during a long residence with us. we have Leased to the said William Kennedy Smith his Heirs Executors, Administrators and Assigns from the Day of the Date of these presents for and during the full End and Term of nine Hundred and Ninety nine Years from thence next Ensuing fully to be Completed and Ended. Yielding and paying therefor Yearly and every Year unto the said Six Nations or their Agent for the time being on the first day of January One peppercorn if the same be lawfully demanded and the said Six Nations

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by the said Joseph Brant their Agent aforesaid Covenant grant and agree to and with the said William Kennedy Smith his Heirs Executors Administrators and Assigns paying the rents herein before reserved and expressed that he and they shall and may peaceably and quietly have hold occupy, possess and enjoy the said Tract and parcel of Land herein before last mentioned granted and demised together with the appurtenances and priveledges thereunto in anywise belonging and appertaining for and during the Term of nine Hundred and ninety nine Years herein before granted without the lawful let, suit trouble molestation Eviction expulsion or interruption of or by them the said Six Nations or any or Either of them or by any other person or persons whatever lawfully Claiming or to Claim by from or under them or Either of them or by or with their prively Assent Consent or procurement

In Witness whereof the Parties to these presents have hereunto set their Hands and Seals the day and Year first above written, Which said Indenture is witnessed by Wm. B. Sheckam of the Grand River District of Gore and province aforesaid Yeoman and Joseph Smith of the Township of Blenheim District of London and province aforesaid, Yeoman, and this Memorial thereof is hereby required to be registered by me the Grantee therein Named Witness my Hand and Seal at the Grand River the twenty fourth day of June in the Year of our Lord one thousand Eight Hundred and twenty three

Signed and Sealed
In the presence of
Abraham K Smith
Jas. Smith

William Kennedy Smith

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O.H.C.M.S.

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Plot and Description
of
William Smith Esq.r
Land on the Grand
River —

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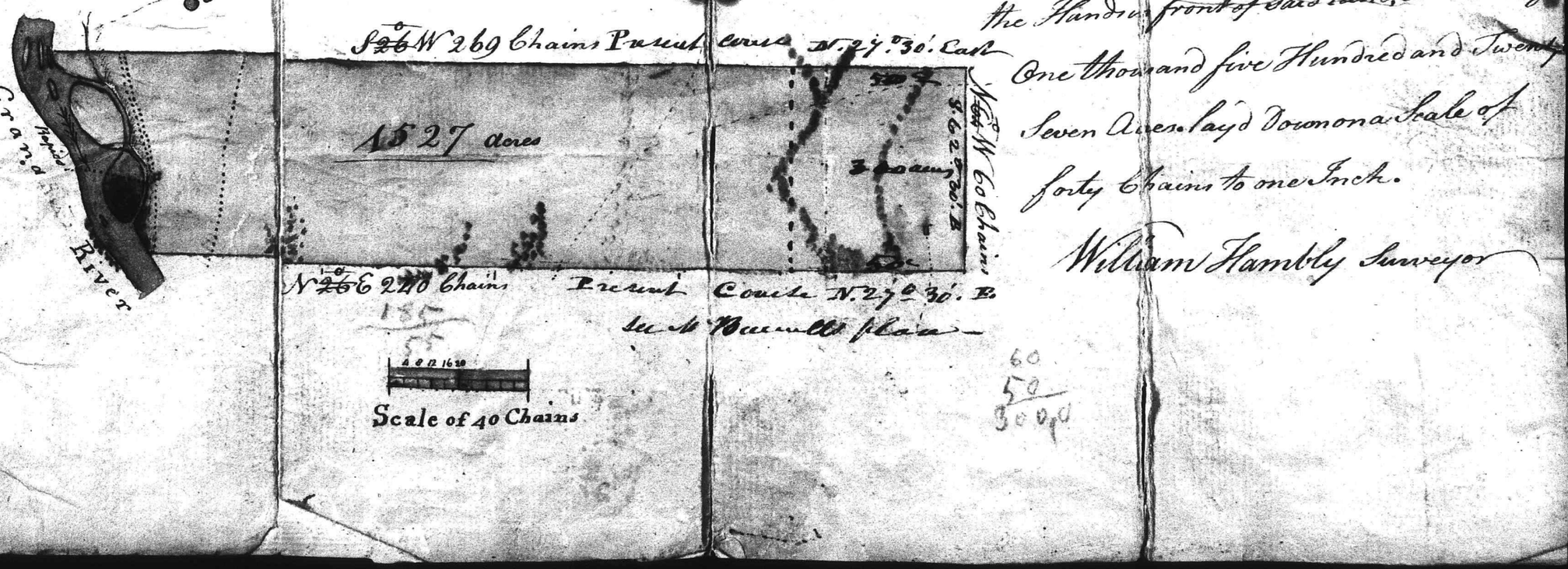
Plot and Description of the Land of William H. Smith Esquire.
Survey'd by Order of Captain Joseph Brant, as Trustee and Principal
Chief of the Six Nations Indians, on the Grand River, or Ouse.

Beginning at a Stake by the said River, and running thence North Twenty Six Degrees East, Two Hundred and forty Chains to a Stake, thence North Sixty four Degrees West, Sixty chains to a Stake, thence South Twenty Six Degrees West, Two Hundred and Sixty nine Chains to the Grand River, thence Down stream to the first mentioned Boundary, and with the Hundred front of said land, Containing One Thousand five Hundred and Twenty Seven Acres. Said Downona Scale of forty Chains to one Inch.

William Hambly Surveyor



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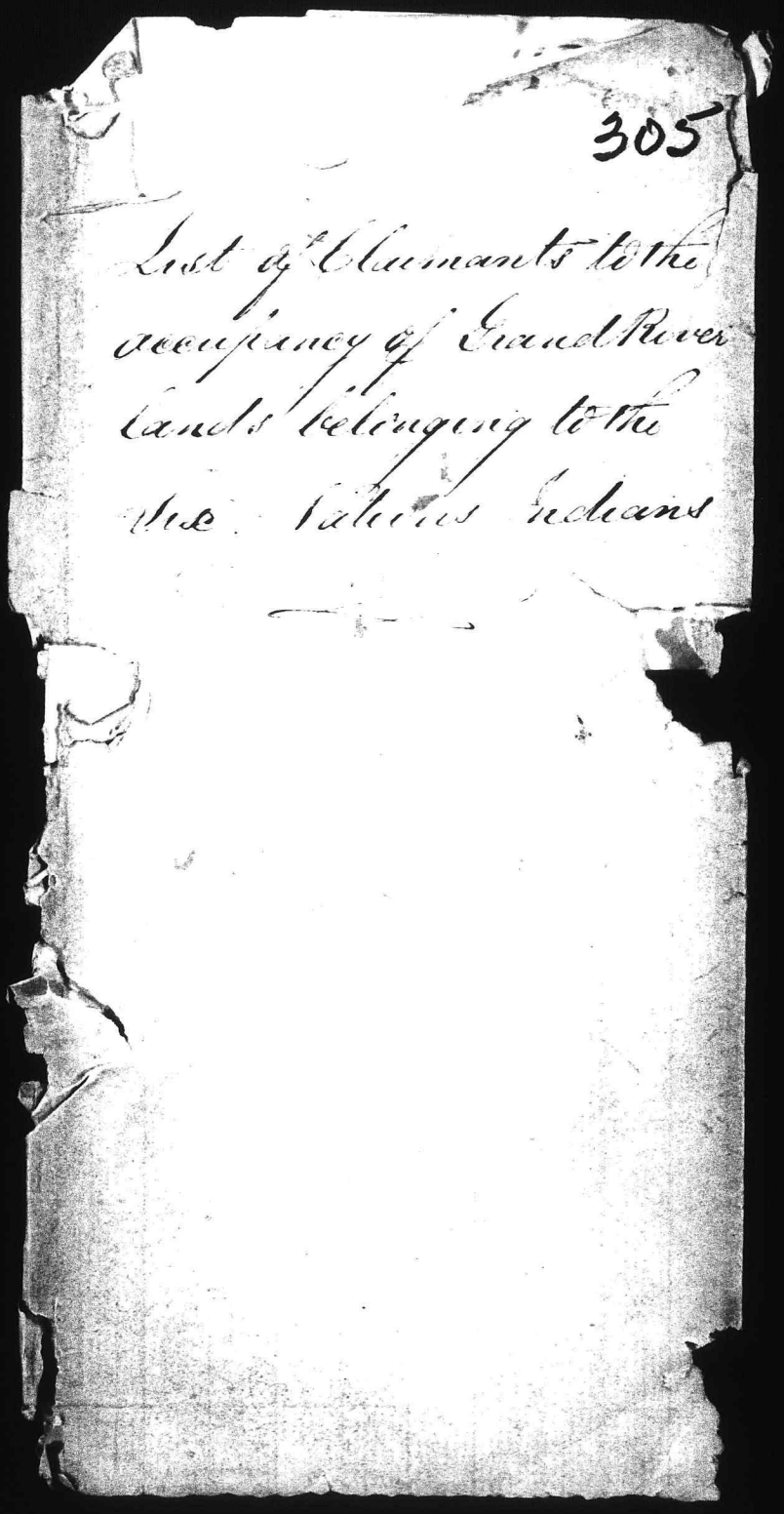
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List of Claimants to the occupancy of Grand River Lands belonging to the Six Nations Indians

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Brant Claimants. & therefore confirmed

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✓1. John Files Bundle A – 1 ~~Leave from Brant~~

✓2. Joseph Young —— 20

✓3. William Dennis —— 22 q. this See Major Winnetts letter to Col. Jones of 17 January 1835

✓4. Gabriel Cornwall Bundle B 23 –

✓5. James Muirhead —— 25

~~6. Edward Evans —— 26 q. to be confirmed (See note 9)~~

[illegible] —— 27 [to be confirmed on prod. of Deed

~~9. [illegible] —— 27 [See note 20.~~

~~8. Hiram Capron —— 36 (q. to be conf. see note 307~~

~~9. Capt. Earl & children —— 35. q. do See note 18)~~

7. William Curtis —— 45 [to be confirmed as above on prod. of Deed – See note 28 +

✓8. Benjamin Canby —— 55 –

✓9. Perry Gifford —— 57 [to be confirmed on prod. of Deed or proof of loss or destruction – See note 40 –

✓10. Isabel Smith —— 61 [to be confirmed as the last on prod. of Deed or proof of loss or destruction See note 44.

✓11. Catherine & John Burnham – 64 – [to be confirmed as last – See

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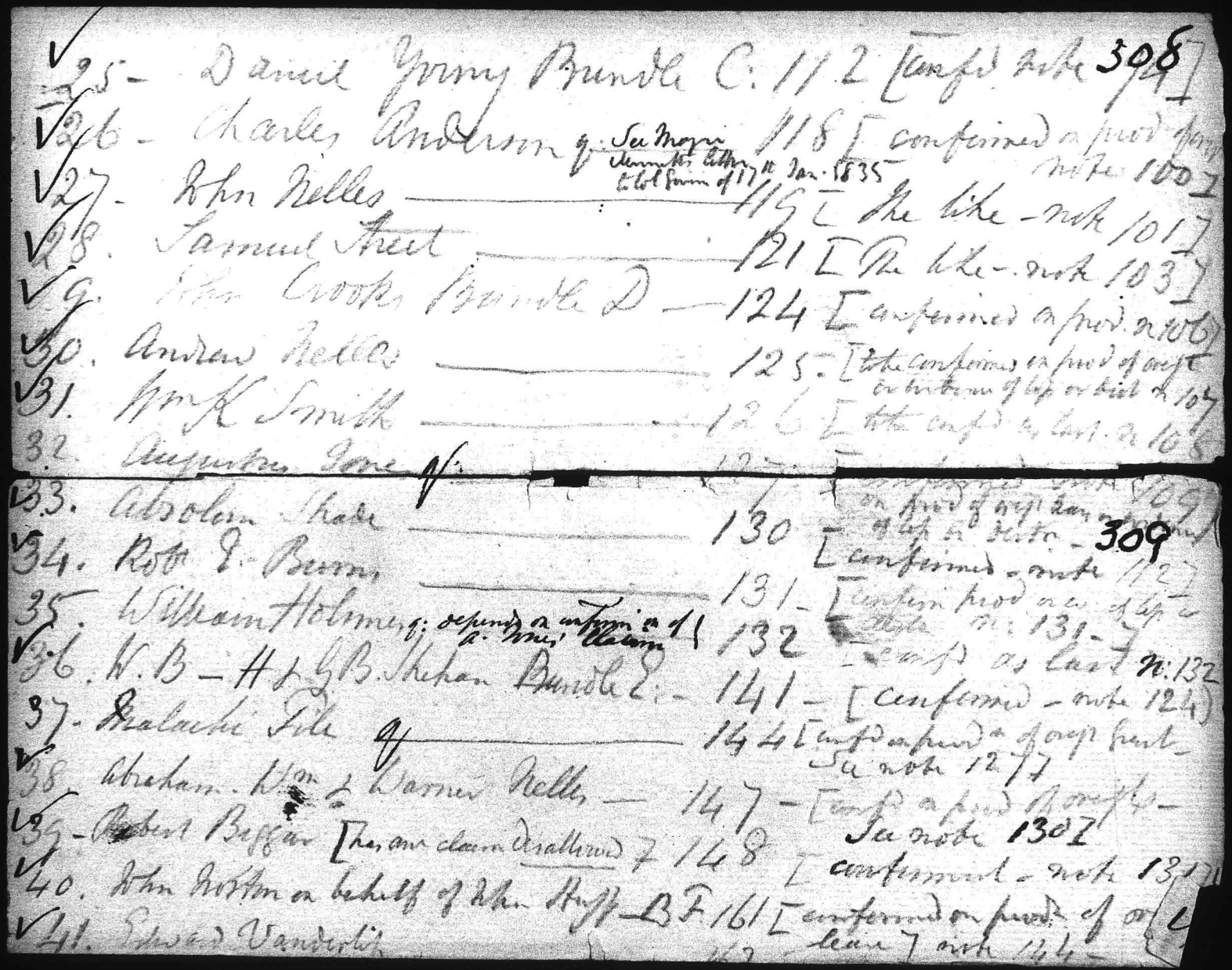

✓ 25 - Daniel Young Brundle C: 112 [confd. note 308 94]
✓ 26 - Charles Anderson q: See Major Clements letter to Col Gorm of 17th Jan. 1835 118 [confirmed on prod. of orig. note 100]
✓ 27 - Wm Nelles 119 [The like - note 101]
✓ 28. Samuel Street 121 [The like - note 103]
✓ 29. Wm Crooks Brundle D 124 [confirmed on prod. n. 106]
✓ 30. Andrew Nelles 125 [the confirmed on prod. of orig. or tribune of lip or dist. n. 107]
✓ 31. Wm K Smith 126 [the confd. as last. n. 108]
32. Augustus Jones q: 127 [confirmed note 109 on prod. of orig. [illegible] of lip or dist. - 309]
✓ 33. Absolom Shade 130 [confirmed - note 112]
✓ 34. Robt E. Burns 131 [confirm prod. on w. of lip or [illegible] n: 131]
35. William Holmes q: depends on confirm. on of A. Jones' claim 132 [confd. as last n: 132]
✓ 36. W. B - H & G B. Shehan Brundle E: 141 [confirmed - note 124]
37. Malachi Tile q 144 [confd. on prod. of orig. grant - See note 127]
✓ 38. Abraham Wm & Warner Nelles 147 [confd. on prod. of orig. - See note 130]
✓ 39 - Robert Biggar [has one claim disallowed] 148 [confirmed - note 131]
✓ 40. Wm Norton on behalf of Wm Huff - B F 161 [confirmed on prod. of orig. leave] note 144
✓ 41. Edward Vanderlip 162

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83.	Henry Pearson — [note 142]	159	
84.	Lambert Corvell [applicant to purchase note 143]	160	
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86.	Wm Thompson	163	
~~87.~~	~~William Curtis~~	~~164~~	
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90.	John I. Bowman	175	
91.	Andrew Cook [See acclaim allowed]	177	
92.	John Misener	178	
93.	Wm Mitchell [illegible] Cook	179	311
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95.	David Thomas Jr	179	
96.	Henry Dickie (applicant to purchase or lease)	180	
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17.	David Jones	44
18.	John Smith	46
19.	Charles Duncombe	47
20.	Ansel Hulbert	48
21.	Peter Young	49
22.	Jacob Wintmute	50
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24.	John McDonald	53
25.	John Martin	54

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26.	Harvey Gifford	58
27.	Henry Matheus	59
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29.	Joseph Donnce	61
30.	Hiram Gifford	62
31.	Henry John Burnham	65
32.	Salmon Minor	67

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48	Saml. Baker	97	
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51	Wm. Walker & John Van Patter	101	
52.	William Holme	102	
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61	James Cockshut	123	
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64.	Wm Filkis or Bundle E.	132	

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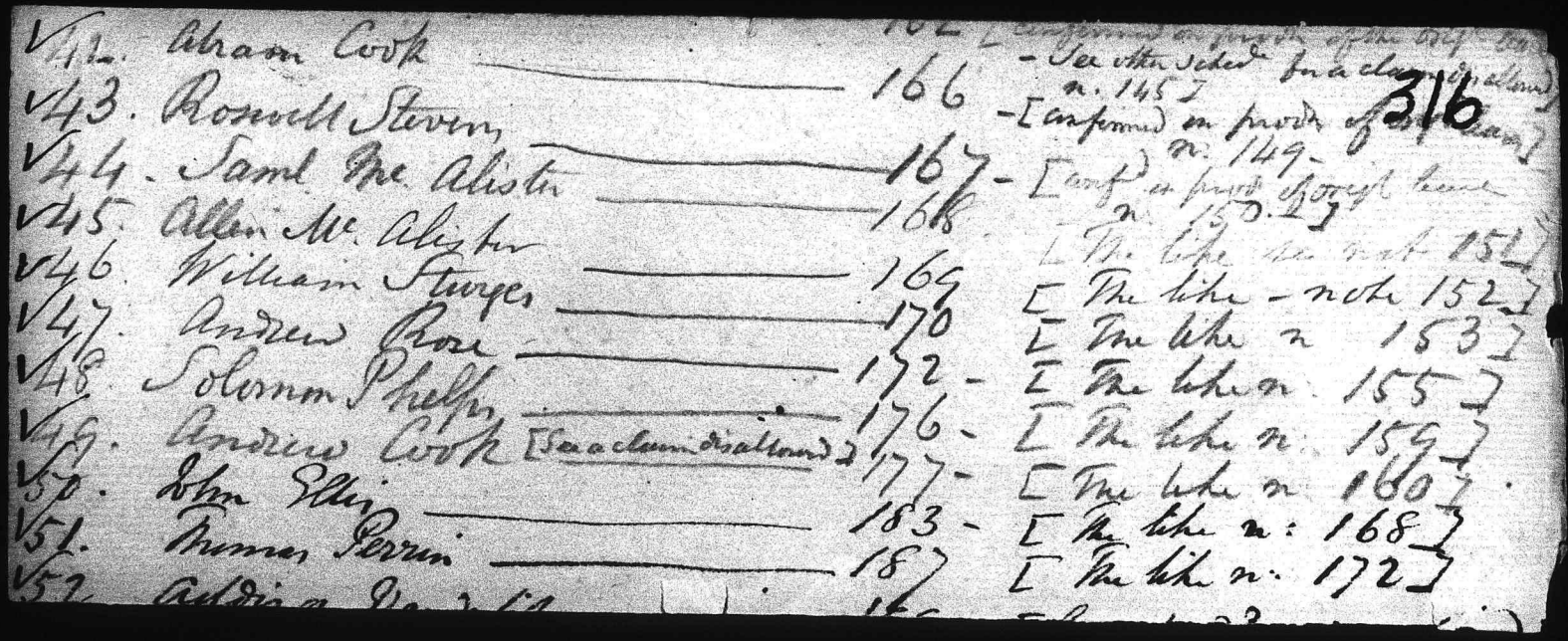

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√42.	Abram Cook	162	[confirmed on proof of the original [illegible] - See other schedule for a claim disallowed n. 145]
√43.	Roswell Stevens	166	- [confirmed on proof of original [illegible] n. 149 -
√44.	Saml McAlister	167	- [conf'd on proof of original [illegible] n. 150.]
√45.	Allen McAlister	168	[The like see note 151]
√46.	William Sturges	169	[The like - note 152]
√47.	Andrew Rose	170	[The like n 153]
√48.	Solomon Phelps	172 -	[The like n. 155]
√49.	Andrew Cook [See a claim disallowed]	176 -	[The like n. 159]
√50.	John Ellis	177 -	[The like n. 160]
√51.	Thomas Perrin	183 -	[The like n: 168]
√52.	[illegible]	187	[The like n. 172]

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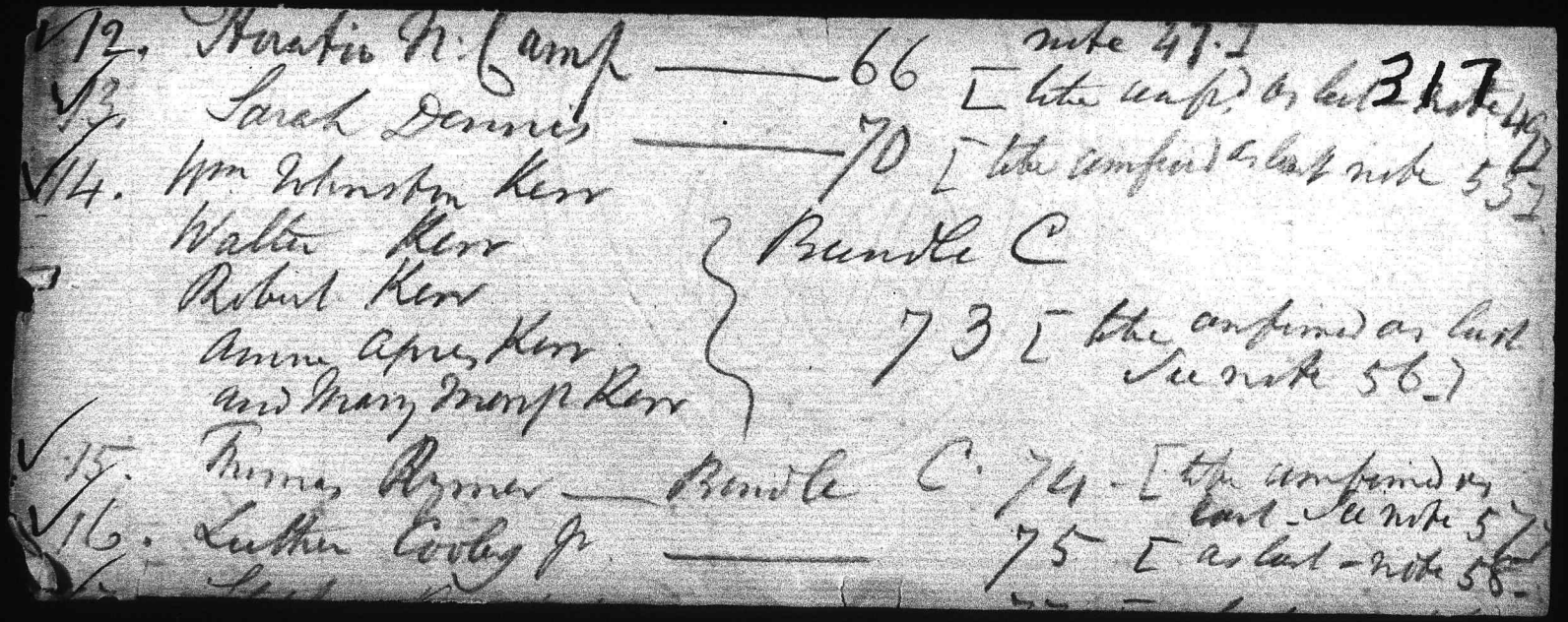

12. Horatio N. Camp —— 66 [the confd as last note 49.] 317
13. Sarah Dennis —— 70 [the confirmed as last note 53]
14. Wm Johnston Kerr
Walter Kerr
Robert Kerr
Anne Agnes Kerr
and Mary Morrison Kerr
} Bundle C
73 [the confirmed as last See note 56.]
15. Thomas Rymer —— Bundle C. 74 [the confirmed as last - See note 57]
16. Luther Cooley Jr —— 75 [as last - note 58.

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[illegible]	Stephen Burbeck	77	[as last - note 60 -
√18.	Hiram Scovell	78 -	[as last - note 81]
√19.	James Racey	79	[as last - note 62
√20 -	Saml Chapman	89	[as last - note 72]
√21 -	Richard Thomas	92	[as last - note 75]
~~22.~~	~~John A. Wilkes~~	~~94~~	~~[[illegible] confd on prod. of [illegible] - [illegible]~~
√23 -	L. Van Horn & Lake Van Spuer	100	[confirmed - note 82)
√24 -	Isaac Whiting	103	[confirmed - note 85]
√25.	F Zeoward	115	[confirmed on prod. [illegible] of [illegible] note 97 -]

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KODAK SAFETY FILM

√53. Elizabeth Goodwin ——— 201 – [part of Sheehan's see B: 2: 141]

√54. Jay John Lymburner
John Sanger
Frederike Windecke
Chr. Lymburner } ——— 204. [conf. on prod. of lean n: 188.

√55. David Hawley ——— 202 [conf. on prod. of orig. lean] n: 190. –

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Claimants under Leases, Licences of occupation from individual Chiefs, & otherwise & therefore not confirmed — 320

No

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2. John Croker a.g. Gabriel Cornwall Bundle B 23 —
3. John Lounsberry Bundle B. 24
4. Edward Evans — 26
5. Peter Young — 28
6. William Cook — 30
7. Jarvis Farmer — 31
8. Thos Batron — 32
9. James Dodds — 33
10. Thomas Minshall — 34
11. Catherine Brant & D Phelps — 38
12. William Muirhead — 39
13. Thomas Fokes — 40
14. Jacob Ale — 41
15. Hiram Kettle & Jas Degrow — 42
16. Wm Edmonson & Thos Edmonson — 43

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33. ~~Joseph Ellevier B. B. 68 – Under a base for one Josef~~

33.	Joseph Ellevier Bundle B	68
34.	John & Boyil Alan	71
35.	Allen Comer Bundle C	72
36.	John Hetteridge	76
37.	John Showers	80
38.	James Thompson	81
39.	John Showers Senr	82
40.	Daniel Spear	83
41.	John Jilks	84
42.	Wm D. Dutton	85
43.	John Showers Senr	87
44	Christian Young Thomas Parsons	88
45	John Loogog	91
46	Amos Batson	93
47	John Oles	95

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65.	James Shaff Bundle E 131	132
66.	David Thorburn	135
67.	Andrew Nelles & Sarah Ruggles	136
68.	~~John Campbell, C. Katz, John Parker, Jane Stockwell, Paul Cooper & Jas. Wilson~~	
68.	Isabel Tuttle & Maria Cotter	139
69.	Joseph Pilsworth	140
70.	Sybel Wilber	142
71.	~~John Evans~~	143
72.	Daniel Hawley [See his Petit. to perm. note 128]	145
73.	Joseph Gardner B. E. 146 [See note 129]	146
74.	Robert Biggar [has another claim allowed] note 131	148
75.	Michael Donohue [application to purchase] note 132 Bundle F.	149
76.	John Fleming [the like - See note 133]	150
77.	Wm. McAlister (note 134)	151
78.	John Vanorman [See application to perm. note 135]	152
79.	Henry Hotchkiss - note [136]	153
80.	Thomas Lee - note 137	154
81.	William Holme [note 138 application to perm.]	157

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103.	William Brez Bundle F.	190.
104.	Andrew A. Benjamin	191
105.	John Stewart and John Smith [appln to purchase]	193.
106.	Rufus Johnson	194
107.	William Hume [appln to purchase]	195
108.	Benjamin Skinner	196
109.	James Hetherton	197
110.	Jonathan Graham (q. appln to purche.)	198
111.	Matthias Wilson	200
112.	William Nelles	205
[illegible]	George Dealy	208
114	David Thomas	209
115.	Nelson Cozens	210

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33. Joseph Ellerier B. B. 68 – Under a [illegible] 321

one Joseph

33. Joseph Ellerier Bundle B — 68
34. John & Boyd Alan — 71
35. Allen Comer Bundle C — 72
36. John Hetherridge — 73
37. John Showers — 80
38. James Thompson — 81
39. John Showers Senr — 82
40. Daniel Spear — 83
41. John Jelks — 84
42. Wm D. Dutton — 85
43. John Showers Senr — 87
44. Thomas Parsons Christian Young — 88
45. John Loogog — 91
46. Amos Batson — 93
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65. James Shaff Bundle E 131 — 132 322
66. David Thorburn — 135
67. Andrew Nelles & Sarah Ruggles — 136
68. John Campbell, [illegible] & Jas Wilson
68. Isabel Tuttle & Maria Cotter — 139
69. Joseph Pilgworth — 140
70. Sybel Wilber — 142
71. John Evans — 143
72. Daniel Hawley [See his Pub. to purchase note 128] — 145
73. Joseph Gardner B. E. 146 [See note 129] — 146
74. Robert Biggar [has another claim allowed] note 131 — 148
75. Michael Donohue [application to purchase] note 132 — Bundle F. 149
76. John Fleming [the like – See note 133] — 150
77. Wm McAlister (note 134) — 151
78. John Vanorman [See application to purchase note 135] — 152
79. Henry Hotchkiss – note [136] — 153
80. Thomas Lee – note 137 — 154
81. William Holme [note 138 application to purchase] — 157

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103.	William Breg Bundle F.	190.
104.	Andrew A. Benjamin	191
105.	John Stewart and John Smith [appln to purchase]	193.
106.	Rufus Johnson	194
107.	William Hume [appln to purchase]	195
108.	Benjamin Skinner	196
109.	James Hetherton	197
110.	Jonathan Graham (q. appln to purche.)	198
111.	Matthias Wilson	200
112.	William Nelles	205
[illegible]	George Dealy	208
114	David Thomas	209
115.	Nelson Corgins	210

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Queried claims,

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1. Edward Evans Brundle B 26 [See note 9]
2. Joseph Young Brundle B: 27 [note 10]
3. Wilhelmus Fredenburg — 29 [Note 12]
4. Capt. Earl & children — 35 [note 18]
5. Hiram Capron — 36 [note 19]
6. Adam Dockstader — 55 [See note 39]
John Dockstader & children — 69 [See note 52]
Georg Fonger B.C. — 86 [See note 69]
David Schofield & Joseph Scott — 104 [note - 86]
Chas Duncombe — 106 [note - 88]
Salmon Miner & John McDonald 113 [Note 95]
William Cook — 117 [Note 99]
13. Ransom Hazelton — 120 [note 102
14. Major John Westbrook B.F. 155 [note 138]
15. James Hunter — 156 [note 139]
16. Daniel Cook — 165 [note 148]
17. John Hart — 174 [note 157]
18. Malachi & Jacob Fole — 203 [note 187]
19. John Croker — 207 [note 191]

Andrew Thompson Brundle B: 52 - Application to take the salt springs between Dunville & Brantford on lease from the Indians - See the proposal where letter to Col. Givins dated 1 Feby 1833 -

John De Cow B: F: 152 - Application to purchase 100 acres from the Indians as per diagram in order to erect Mills - See his letter to Col: Givins of 2 Feb: 1833 -

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No. 135. Papers taken away by D. Thorburn Esq. 8 April 1836. J. F.

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23rd Oct 1835.
B. B. No. 47 326

Taken away this day by Dr. Duncombe.
- the papers consisted of Dr. D's Petition and
three Indian Leaves W. H.

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20 May 1836. B. 66 The Papers taken away this day by Mr. H. N. Crooks and Mr. McMillan W. H.

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No. 112

328

Daniel Young Paper
receive from Mr. Hepburn this
23 Septr 1836 –

Wm C. Keele

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No. 39 Lease Widow Brant 329
to William Muirhead -
Dated 2 Sept. 1829
Received from Mr Hepburn
Wm C Keele
for Wm Muirhead

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Received from William Hepburn Esqr 330
the Papers relating to my claim
Toronto
18 Feb. 1835
No 28 & 49 Bundle B.

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Receipt of Abram Shade Esq.re for documents in support of claims in ~~Schedule~~ Bundle D Nos. 125 and 130.—

and his undertaking to procure copies when required.—

Wm. No. 125 returned 5 March 1835.

No. 125 disposed of Patent issued W. H.

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5 Mch 1835

332

Received this 14th November 1834 of William Hepburn Esquire one of the trustees of the Six Nations Indians the following documents, namely,

14th September 1823 - Conveyance from Andrew Nelles Esquire to Absolom Shade Esquire -

19th February 1805 - Lease from Joseph Brant to Andrew Nelles -

14th March 1806 - Lease from Joseph Brant to Ebenezer C. Averill. -

Memorial of an Assignment from Ebenezer C. Averill to Lanader Barns which assignment is dated 3d March 1808. -

Memorial of an Assignment of Lease from Lanader Barns to Andrew Nelles which Assignment is dated —— (no date mentd.)

2 Plans of Andrew Nelles' Lands.

1st June 1811 - Lease from Gideon Ormsby to Andrew Nelles -

8th October 1811 - Lease from Benjamin Hallen to Andrew Nelles. - Affidavits of Andrew Nelles & Henry Nelles sworn 11 Aug: 1816 & 1819 And I do hereby undertake to procure if required copies of all the foregoing documents on demand within a reasonable time -

Absalom Shade

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Claim of R. E. Burns Esqr
No 131 1845

Grand River Propy.
31st December
1845

No 1147

1270

333

L Burns
claim

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Sir

Having observed an advertisement in Upper Canada Gazette for all persons occupying the Indian Lands on the Grand River to transmit the Evidence of their right to such occupation to you -

Inclosed you will receive the title deed for 160 acres which I hold and have bought - the Tract of which my Lease is part was Leased by Capt. Brant - Old Burnhams in consideration of his Connection with the Indians - that Lease of course I have not because it embraces a much Larger Quantity of Land - Burnham released part to Daml. Thompson - his right was sold at Sheriffs Sale - I became the purchaser and subsequently have purchased from Mr. Thompson himself and obtained an assignment of his Lease

The other Lease was handed to me by the occupant to transmit as Evidence of his title what it is more than Mr Jasper Hoff says I know not -

I am not of Course living on the premises but still I am in possession -

I shall be with you to the Case of the three Leases and Let me know if any thing is required respecting them

Yours

Robt E Burns

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Leare
Augustus Jones 335
to
William Holmes
13th May 1828

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336

This Indenture made the thirteenth day of May
in the year of our Lord, one thousand eight hundred and twenty Eight
Between Augustus Jones, of the County of Wentworth, District of Gore
and in the Province of Upper Canada - Surveyor of the first, and William
Holmes, of the County of Haldimand, District of Niagara, and Province aforesaid
farmer of the Second part - Witnesseth - that the said Augustus Jones, of the
first part; for and in consideration, of the sum of one hundred and ~~Twenty~~ Fifty
Pounds, Current money of the said Province to him in hand, Paid the Receipt whereof
- of is hereby acknowledged, and also for the further Considerations, of the Covenants
herein after mentioned, and agreed to, by the said parties, to be paid, observed,
and performed, by the said party of the Second part - Hath, Granted, Demised,
Leased, let, and to farm letten, unto the said party of the Second part - and by
these presents - Doth, Grant, Demise, Lease, let, and to farm letten - unto
the said party of the Second part, his heirs Executors, administrators, or assigns
all that parcel, or tract of lands, Situated, in the aforesaid County of Haldimand,
and being part of a tract of lands, Granted, Demised, and Leased, unto the said
party of the first part, by the late Captain Joseph Brant, duly appointed
agent, and Principal Chief, of the Six Nations of Indians, Residing on the
Grand River, Called the Ouse, bearing date, the fourth day of October, in the
Year of our Lord one thousand Seven hundred, and Ninety Seven - and Con
- taining four thousand Eight hundred Acres of land, and being for the full
end, and term of Nine hundred, and Ninety and nine years, from the aforesaid
date - and may be more fully known, and described, as follows, that is to Say,
Situated, lying, and fronting, on the Western Shore of the Grand River, near
the lower rapids, and may be more fully known, as being the Premises, Where
on a Woman Called Black Sal, erected a Hutt: and Beginning at a Post Planted
one the said Western side of the Grand River, a little below, the mouth of a Creek
emblying into the said Grand River, and Running the following Courses, Which
leaves the aforesaid Hutt, in the Center of the front part, of the following
described lands, and from thence running a due West Course Eighty
Chains more or less to a Post thence North Eight Chains to the out
side Boundary line of A. Jones land, thence North Forty eight
degrees East, thirty two Chains, and Eighty three links along the
said line to a Post, thence East fifty Seven Chains more, or less
to the Grand River thence following down the said River to
the Place of beginning - Containing the full width of twenty nine
Chains
and Containing by admeasurement, two hundred, eight Acres of land, more, or
less - To Have and to hold, the said Granted, and Demised, Premises, with
the Appurtenances, unto, the said party of the Second part, his heirs, Exec
-utors, administrators, or assigns, for and during the remainder, and residue
of the afore mentioned Lease, as Given by the said agent, of the Six Nations
of Indians, and being for the full term of Nine hundred, and Ninety and Nine
Years

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Years, from the aforesaid date, fully to be Completed; Yielding and paying therefor Yearly, and every year if it shall be lawfully demand, during the Continuance of this Lease, unto the said party of the first part, his heirs, Executors administrators, or assigns the yearly Rent of one Pepper Corn, and it further Covenanted, and agreed, that the said party of the Second part, his heirs, or assigns, paying the rent aforesaid, of one Pepper Corn, unto him the said party of the first part, his heirs or assigns, that he Shall, and may quietly, and Peaceably, have, hold, occupy, and enjoye, the said hereby Demised Premises, during the aforesaid residue, and the remainder, of the aforesaid term of Nine hundred, and Ninety and nine years, from the said day and date fully to be Completed, without any hindrances, disturbances, or molestations What-soever, of him the said party of the first part, his Heirs or assigns, or any other person, or Persons, having, or lawfully Claiming any right in the Premises— In Witness Whereof the parties aforenamed, have interchangable set their hands, and Seals, the day and year afore written.

Signed Sealed and delivered in the Presence of us—

N.B. the words (fifty & eight) in the first Page interlined before Signed & delivered—

Augustus Jones

William Holmes

Sampson Sammons

Betsy Poaler

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338

Received this 13th day ~~of may 1828 the sum of~~ [illegible] hundred and fifty Pounds. Provincial Currency - it being the full consideration money, mentioned in the aforegoing, Lease as having been paid by William Holmes, as Witness my hand -

Witness Present

Augustus Jones

Sampson Sammons

Betsy Poolen

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339

Re: from Mr Jarvis two papers - being 1: a Sheriffs deed to me - Sheriff of Niagara for Lands on the Grand River - 2: Lease from the Brunhams to Danl. Thompson - and assignment from Danl. Thompson to me - the same to be returned to Mr Jarvis

1: May 1845

Robt E Burns

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No. 132 Claim of
William Gilkison Esq.
to Grand River Lands
February 1833.

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To,
The Honble James Baby
— George Markland
— Henry Dunn
} Commissioners for Indian Lands

Honorable Sirs,

I beg leave to lay before you a certified copy of the deed under which I occupy the farm at the end of Brantford Bridge: this farm was sold to Jesse Holly by the Commissioners of forfeited Estates at public auction, & was declared to contain 500 acres more or less — according to a copy of the plan of land sold: but, instead 500 acres being the actual contents of the farm — there are but 237½ — being half of the lands known as the Brant farm; Mr. Burwell made the survey of these premisses before I became owner of them — but, they were sold under the Commissioners deed.

From the copy of the deed herewith, & Mr. Burwells survey, it will appear I am minus 263 acres — for which I solicit

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a compensation in other Indian Lands of equal value.

In the deed given by the Commissioners there is a reserve of 5-0 acres for Francis Van Patten - being on both of the quantity of land sold, as belonging to Markle & others: but the original lease from Jacob Brant to Markle makes no such reserve; at any rate, if Price was entitled to any reserve at all it could be for only one tenth of 5-00 acres - viz, of the contents of the farm, whatever it might contain. Price, however, in defiance of the right even of the subject, has taken possession of 68 acres & retains that whole quantity - being more than 1/4 instead of 1/10th of the whole farm.

I would earnestly request your attention to this usurpation of Price, & to the propriety of his confining his limits to the rear of the farm.

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I send copy of a plan of the farm which corresponds with the Commissioners deed & was handed to me by my predecessor: it is totaly unlike Mr. Burwells plan made last year & now laid before you for due consideration: on comparing these plans the difficiency of land to both me, & Prince, will be discovered; for the land is not here, as will appear on plans in the Indian Department

I have the honor to be

Sir's

Your Obedt. Hbl. Servt.

W. G. Wilkison

Brantford 9th.
July, 1833.

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POOR COPIE

Col. Gubbins
&c &c &c

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POOR COPIE

345

Brantford 9th Feby 1833

Sir,

In conformity with your desire communicated the 19th ult. I beg to enclose copy of the deed of the Commissioners of forfeited Estates for my farm near this place - with a letter for the Commissioners of Indian lands, & sundry other papers connected with these lands; all which I request you will do me the favour to lay before them.

I remain Sir,
Your Obedt. Hbl. Servt.
W. G. Wilson

Colt. Gwinns
Ch. of Superintendent
I. D. U. C.

P. S. Said copy of my Deed is attested according to your desire. W.G.

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POOR COPIE

O.H.M.S.

340

Indian Affairs (RG 10, Volume 105)

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POOR COPIE

Copy

This Indenture made at the Town of York in the Home District in the Province of Upper Canada the second day of July in the year of our Lord one thousand eight hundred and twenty two — Between the Honorable James Baby of the Town of York in the Home District and Province aforesaid Esquire Grant Powell George Crookshanks and William Allan of the same place Esquires and Peter Robinson of the Township of Westchurch in the Home District aforesaid Esquire, Commissioners and Trustees appointed under and by virtue of a Certain Act of the Parliament of said Province of Upper Canada passed in the fifty ninth year of the Reign of His late Majesty King George the third entitled "An Act for vesting in Commissioners the Estates of Certain Traitors and also the Estates of persons declared aliens by an act passed in the fifty fourth year of His Majestys Reign entitled 'An act to declare certain persons therein described aliens and to vest their Estates in His Majesty' and for applying the proceeds thereof towards Compensating the Losses which His Majestys Subjects have sustained in Consequence of the late War and for ascertaining and satisfying the lawful debts and Claims thereupon, of the One Part — And Jesse Hawley of the Grand River in the County of Haldimand in the District of Gore of the said Province of Upper Canada Yeoman of the other Part — Whereas by the said act passed on the twenty seventh day of November in the fifty ninth year of His said Majestys Reign it was among other things enacted that it should and might be lawful for the Governor Lieutenant Governor or person administering the Government of this Province from time to time by Commission under the great Seal of this Province to authorize and empower such and so many persons as he should think fit to be Commissioners and Trustees in whom amongst other things all and every the Estates both Real and personal that had become vested or thereafter might become vested in His Majesty by the attainder of any person or persons Convicted of or for any high treason Committed during the late War between His Majesty and the United States of America should be vested in manner and for the end and purposes in the said Act mentioned — And whereas William Biggars late of the Township of Woodhouse in the District of London and Province aforesaid Labourer and Eliakim Crosby late of the same place Doctor were attainted of High Treason Committed during the late War between his said late Majesty and the United States of America in adhering to aiding and Comforting the Kings Enemies by Judgment of outlawry at the Court of General Quarter Sessions of the Peace holden at the Town of Niagara in the District of Niagara in the said Province of Upper Canada on Tuesday the ninth day of July which was in the year of our Lord one thousand eight hundred and sixteen — And whereas amongst other things the residue of the devised term of nine hundred and ninety nine years unexpired and yet to come of and in the

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CANADA

POOR. COPIE

the undivided half of all and singular the Lands tenements and hereditaments hereinafter described have by inquests of office been found to have been forfeited to His late majesty His heirs and successors by such attainder as aforesaid as having been in the seisin of the said William Biggars and Eliakim Crosby at the time of the Committing of the said High Treason that is to say being the whole of the Easterly half of a Certain tract of Land on the Grand River aforesaid called the Brant farm adjoining the Clench farm Containing about five hundred acres under a lease from Captain Jacob Brant bearing date the twenty eighth day of December one thousand eight hundred and Eleven, except fifty acres thereof specified in an Indian Lease to one Prince Van Patten a Blackman anterior to the date of the said Indian Lease under which the said William Biggars and Eliakim Crosby were seized as aforesaid — All which by the Records of the said Judgments and Convictions and of the Inquisitions thereupon now remaining in the Court of Kings Bench of this Province more fully appears — And whereas to the intent that the said Real Estates to be vested in the said Commissioners by the operation of the said Act passed in the fifty ninth year of his said late majestys Reign might be disposed of and the value thereof applied as in the said act directed, it was by the said Act further enacted that the Commissioners to be appointed under and by virtue of the same or the majority of them should sell all and singular the Real Estate vested in them by the said Act according to the best of their skill and judgment and for that purpose having caused public notice to be given for the space of ninety days at least of the time and when they intend to begin to expose to sale any part or parcel thereof and of the several particulars then and there to be sold they should sell the same by Public Auction to such person or persons as should bid most for the same and that upon payment of the purchase money to the said Commissioners or as soon as conveniently might be they the said Commissioners should Execute Deeds of Bargain and Sale for such Real Estate as should be sold in manner as aforesaid to the respective purchasers thereof which said Deeds of Bargain and Sale are by the said act required to be Registered as other Conveyances by Deeds of Bargain and sale of Lands in this Province all which by reference to the said act passed on the twenty seventh day of november in the fifty ninth year of His late Majestys Reign reference being thereunto had will more fully appear — And whereas the said Residue of the said demised term of and in the Premises aforesaid in the said County of Haldimand having by virtue of the Statute last above recited become duly vested in the said James Baby Grant Powell, George Crookshanks William Allan and Peter Robinson Commissioners and Trustees as aforesaid they the said James Baby, Grant Powell George Crookshanks William Allan and Peter Robinson did on the thirty first day of August in the year of our Lord one thousand eight hundred and twenty at Hamilton in the District of Gore aforesaid having given due notice thereof and complied with all other the provisions in the last recited Act contained sell the Residue of the said term unexpired and yet to come of and in the

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POOR COPIE

the undivided half of the said parcel or tract of Land and Premises
with the appurtenances by public auction to the said Jesse Hauley
he being the highest bidder for the same according to the Provisions
of the said Act at and for the price or sum of Three hundred and
sixty eight pounds fifteen shillings of lawful money of upper Canada
Now this Indenture witnesseth that for and in
consideration of the sum of Three hundred and sixty eight pounds fifteen
shillings of lawful money as aforesaid by the said Jesse Hauley
to the said James Baby Grant Powell George Crookshank William
Allan and Peter Robinson Commissioners and Trustees as aforesaid
in hand well and truly paid at or before the sealing and delivery
of these presents the receipt whereof they the said James Baby, Grant
Powell George Crookshank William Allan and Peter Robinson
do hereby acknowledge and thereof and therefrom and of and
from the same, and every part thereof do acquit release and forever
discharge the said Jesse Hauley his Executors administrators and
assigns and every of them forever by these presents and under and by
virtue of the powers and authorities in the said last mentioned
act contained they the said James Baby Grant Powell George
Crookshank William Allan and Peter Robinson Commissioners
and trustees as aforesaid. Have and each of them Hath assigned
granted transferred and set over and by these presents Do and
each of them Doth assign grant transfer and set over unto the
said Jesse Hauley his Executors administrators and assigns All
and singular the said moiety of the said parcel or tract of Land being
the whole of the undivided half of the Easterly half of the said tract of
Land on the Grand River at the Ferry in the County of Haldimand
and in the District of Gore aforesaid called the Brant Farm adjoining
the Clench farm as aforesaid exclusive of the fifty acres part thereof
comprised in the Lease to Prince Van Patter herein before mentioned
which said Easterly half of the said Brant farm is butted and
bounded or may be otherwise known as follows that is to say
Commencing at a stake at the South side of the Grand River
a little above the fording place and running from thence South
forty two degrees fifteen minutes West sixty seven chains eighty
links between John Brant and Jacob Brant to a stake set
Then South fifty degrees West one hundred and sixty three
chains more or less to Phelps' boundary line - Then running along
Phelps' line a South Easterly Course so far as to make a full width
of seventeen chains thirty five links for the rear of the said Jacob Brant
lands - Then North fifty degrees East two hundred and two
chains more or less to a stake near the old road it being placed
as the original boundary between the Brant farm and the
Clench family lands - Then along a line formerly run North
sixty three degrees thirty minutes East forty three chains fifty
links to the Grand River - Then running up the said river along
the several windings to the place of beginning, containing by admeasure-
ment five hundred acres be the same more or less together with the
undivided half of all and every of the houses out houses wood way
waters water courses erections improvements profits commodities
hereditaments and appurtenances whatsoever to the said parcel or
tract

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CANADA
POOR. COPIE

tract of land hereby assigned belonging or in anywise appertaining and the Reversion and Reversions Remainder and Remainders, Rents issues and profits thereof and of every part and parcel thereof with their and every of their appurtenances And also the Estate Right title interest trust property possession term of years yet to come claim and demand whatsoever of them the said James Baby Grant Powell George Crookshank William Allan and Peter Robinson as Commissioners and Trustees as aforesaid of in to or out of the said undivided Moiety of the said parcel or tract of land and premises with their and every of their appurtenances. —

To Have and to hold the said undivided half of the said parcel or tract of land and premises with their and every of their appurtenances and all the Estate Right title interest and term of years in and by these presents herein before granted assigned, transferred and set over unto the said Jesse Hanley his executors administrators and assigns to his and their own proper use and behoof during the residue of the said term of nine hundred and ninety nine years so found to have been in the seisin of the said William Biggars and Eliakim Crosby at the time aforesaid in as large, ample and beneficial a manner to all intents and purposes as they the said Commissioners might or could do or may or can grant and transfer the same under and by virtue of the Powers and authorities so vested in them as aforesaid or otherwise howsoever under and subject to the payment and performance of the Rents duties services and Covenants in the said Indenture bearing date the twenty eighth day of December one thousand eight hundred and Eleven between the said Captain Jacob Brant and the said Lessee. —

In Witness Whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written. —

Signed Sealed and delivered in presence of }
Signed L. Bright —

Signed J. Baby (S)
G. Powell (S)
Wm Allan (S)

I Certify the Within to be a faithful & correct Copy of the original Instrument in writing to which it relates and which original Instrument in writing or Indenture was recorded in the Office of Registry for the Counties of Wentworth and Halton the Eleventh day of February in the year of our Lord One thousand Eight hundred and Seventy Six at Six of the Clock of the forenoon Liber C. folio 294 Num 404

James Durand
Registrar for Counties of Wentworth & Halton
Dated 29 January 1833

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Plans of the
farm at the
end of Grantham
Surveyed
1833

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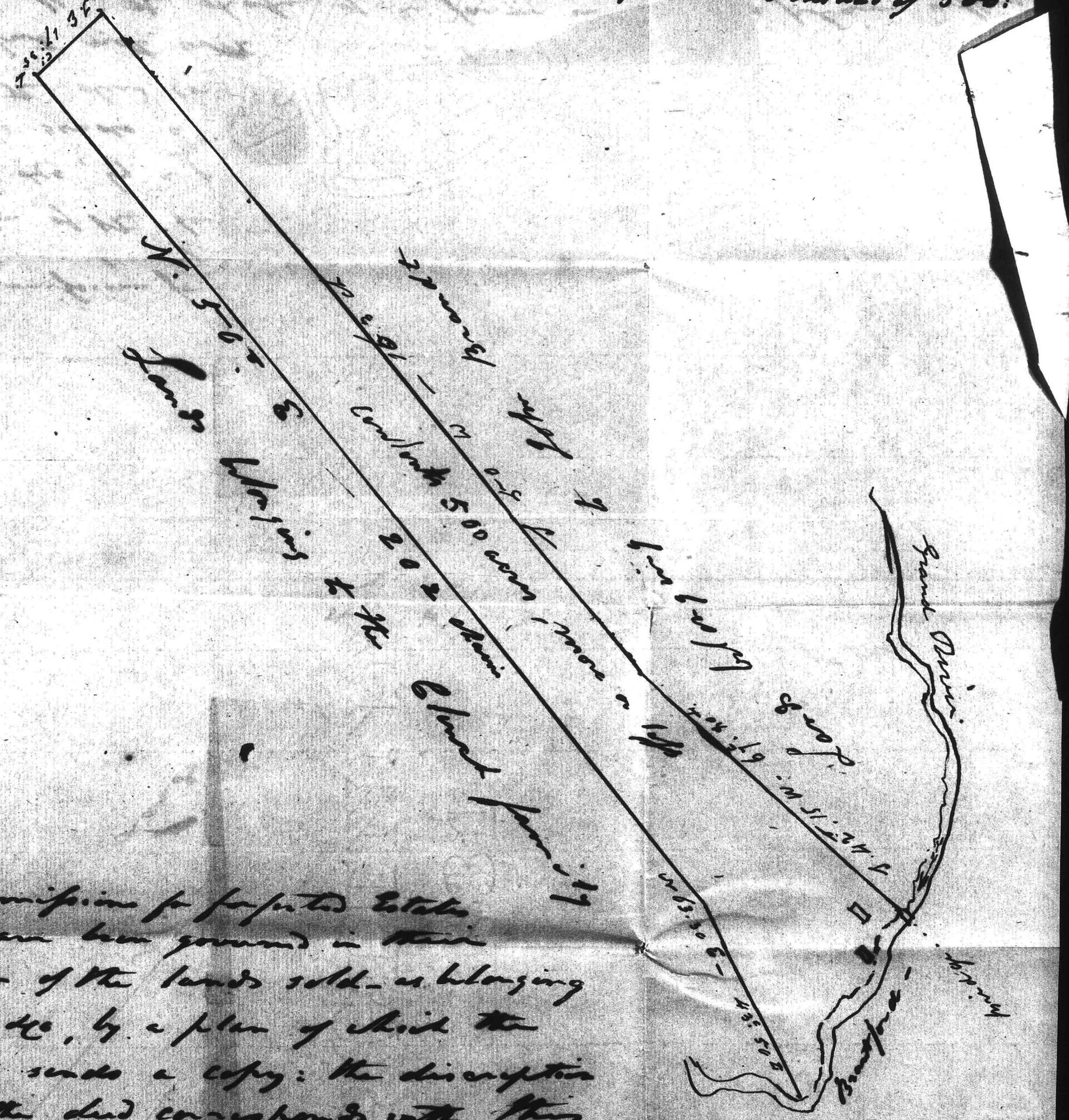
CANADA

POOR COPIE

Copy of the plan of the Brant farm as it is stated to be in the Corporation deed, containing 500 acres, more or less: to this is attached L. Burwell's survey of said farm in 1832 – Contents but 237½ acres instead of 500!

352.



The Commissioners for settling Estates seem to have been ignorant in their description of the lands sold – as belonging to Biggar &c., by a plan of which the undersigned sends a copy: the description given in the deed corresponds with this plan: but not with actual survey of Mr. Burwell: the shape of the farm in Burwell's plan differs from the above & it contains 237½ acres, only.

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POOR COPIE

Description of the South half of the Brant Farm on the west side of the Grand, situate opposite the Town of Brantford, as ascertained by actual Survey-

Commencing on the west Shore of the Grand River on the original line between the said Farm and the Lands of the Clench Family- Then South sixty five degrees west one

65° W
Ch 4
135. 35 Then
N 50-20 E.
73 c. 40 L

hundred and thirty five Chains thirty five links more or less to the division line between the north and South halves of the said farm- Then North fifty degrees and twenty minutes East seventy three chains and forty links more or less to the Junction of the Burford and Mount Pleasant Road leading to Brantford- Then North forty three degrees East forty five Chains along the center of the Road to the Grand River- Then along the western shore of the Grand River with the Stream to the place of beginning- Containing two hundred and thirty seven and one half acres, be the same more or less-

73.40
45
Ch 118.40 L.
74

Brantford 28th August 1832

Fees 5/ Cy

Lewis Burwell
P.L. Surveyor

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CANADA

POOR COPIE

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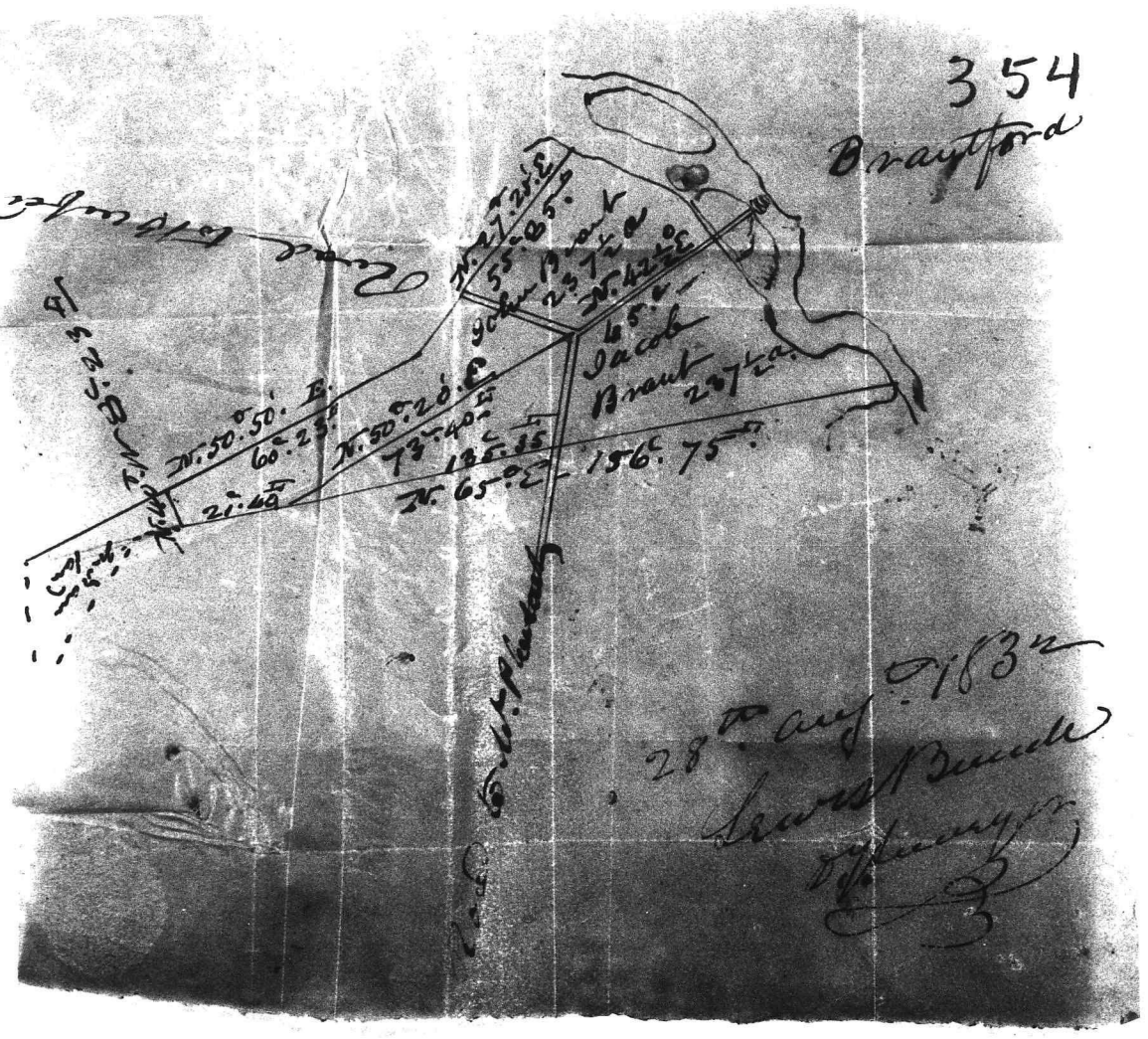
Brantford



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POOR COPIE

No 134 ✓

Claim of

James Shaff

7 February 1833.

Indian Affairs (RG 10, Volume 105)

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CANADA

POOR COPIE

Brantford 7th Feb'y 1833

Sir,

At the request of James Shaff I beg to enclose to you Addresses two Leases which he holds for Portions of the Enclosed Lands on the Grand River Tract - The whole quantity of Land embraced in the two Leases extends from the Front Lease to the Late Wheeler Douglass for 999 Years, Eastward and to Lot No. 4 on the North side of the Road leading from Brantford to Burford - Mr Shaff has the greatest part fit under good improvement - any further information that may be required respecting the situation of the premises I will be able to afford, as I shall leave York on, or after the 15th Instant - and as soon as the pleasure of the Government is known respecting his situation, this his request that you should communicate the same to me, as he has employed me to lay his papers before you. I have the honor to be Sir

Your most obedient

Humble Servant

Lewis Burwell

Colonel Givins

C. I. S. Affairs

York

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CANADA

POOR COPIE

357

V Lease
The Six Nations
To
James Shaff.
For 21 years of 200
Acres of Land.

Indian Affairs (RG 10, Volume 105)

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CANADA

POOR COPIE

This Indenture made the seventeenth day of January in the year of our Lord one thousand eight hundred and twenty five Between The undersigned principal Chiefs of The Six Nations of Indians residing on the Grand River in the Province of Upper Canada of the one part and James Shaff of the County of Wentworth, District of Gore and Province aforesaid Distiller of the other part Witnesseth that the said parties of the first part for and in consideration of the rents covenants and agreements hereinafter reserved and contained, and mentioned on the part of the said James Shaff his executors administrators and assigns to be paid kept done and performed have demised leased set and to farm letten And by these presents do and each and every of them doth demise lease set and to farm let unto the said James Shaff his executors administrators and assigns All that certain parcel or tract of Land situate lying and being in the County of Wentworth aforesaid, being parcel of the Grand River Territory, and may be further known and described as follows, to wit, Beginning at a corner stake or stone standing in the Easterly side line of a certain tract of Land lying in the vicinity of the trip-hammer tract now in the possession and holding of James Shaff before named, and on the Northerly side of the Road leading from Burfords to the Grand River, thence with said Shaff's said side line, and continuing further in a right line therewith, in a Northerly direction to a stake or stone three hundred yards to the Northward of the Northerly edge of the Creek meandering in the rear of said Shaff's Land and running through the Lands intended to be hereby leased, then returning to the beginning place and running from thence such a distance along the aforesaid Road in the direction towards the Grand River as will include and comprehend Two hundred Acres of Land running the Easterly side line parallel with the first described line and extending it three hundred yards beyond the

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CANADA

POOR COPIE

the aforesaid Creek, and running the Northerly end line parallel with the aforesaid Road line - with all the appurtenances thereof and thereunto belonging or appertaining - A plan or Diagram of which premises is intended to be annexed to these presents and to be accepted and taken as part thereof To have and to hold the said Land and Premises hereby leased with the Appurtenances unto the said James Shaff his executors administrators and assigns from the day of the date hereof for during and unto the full end and term of twenty one years to be from thence next ensuing fully - completed and ended: Against them the said parties of the first part and their successors and against all and every other person and persons whomsoever claiming under them any or either of them - Yielding and Paying therefore unto Thomas Roundsky a minor, son of Mary Symmington, a Woman of the Mohawk Nation, and to his - executors administrators and assigns, for the premises hereby leased, the annual rent of Twenty Bushels of good merchantable Wheat to be delivered on the premises by the Tenant or representatives, yearly and every Year during the Term hereby demised, on the last day in each year thereof free from all deductions whatsoever: Which annual rent the said James Shaff doth hereby for himself his executors administrators and assigns agree and covenant to pay or cause to be paid unto the said Thomas Roundsky his executors administrators and assigns according to the reservation aforesaid and the true intent and meaning of these presents. And the Tenant and representatives shall leave all the fences which shall be put upon the premises, during this demise, in Tenantable Repair at the end of the term aforesaid - Provided always that the Gardian, or agent, of said Roundsky during his minority shall have full power and authority to distrain in case of nonpayment of rent - And provided that in case the rent hereby reserved, shall, in any one year of the said Term, be behind and unpaid by the space

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POOR COPIE

space of thirty days next over or after the day 360 whereon the same ought to be paid as aforesaid, — then this Indenture and every thing herein contained shall cease determine and become utterly null and void to all Intents and purposes whatsoever, any thing hereinbefore contained to the contrary in any wise notwithstanding: and the said Estate and premises shall thereupon come into the immediate possession and holding of said Roundsky his executors administrators ~~and~~ assigns: but it is understood that the rent in arrear shall always be first lawfully demanded before this Lease shall be rendered null and void — In Witness whereof the said parties to these presents have hereunto set their hands and seals, and have respectively acknowledged this Indenture as their several Act and Deed, the day and year first before written

In the presence of us. the date having been first altered to the seventeenth of January

Jacob his x mark Tuis

John Wm x his mark Hill

Joseph Hess

Thomas Lake

Peter grun

John Brown use Thomas Oneida

Henry A. Hill

Mary her + mark Symington

Thomas his x mark Roundsky

James Shaff

Jan

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POOR COPIE

Lease

The Six Nations

To

James Shaffy.

For 21. years of

200 Acres of Land

Indian Affairs (RG 10, Volume 105)

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CANADA

POOR COPIE

This Indenture made the thirtieth day of December in the year of our Lord one thousand eight hundred and twenty eight, between the undersigned principal chiefs of the Six Nations of Indians residing on the Grand River in the Province of Upper Canada of the one part and James Shaff of the County of Wentworth District of Gore and Province aforesaid, Distiller, of the other part, witnesseth, that the said parties of the first part for and in consideration of the rents covenants and agreements hereinafter reserved and contained, and mentioned on the part of the said James Shaff his Executors, administrators and assigns, to be paid, kept, done and performed, Have demised, leased, set and to farm let, and by these presents do and each and every of them doth demise, lease, set and to farm let unto the said James Shaff his executors, administrators and assigns, All that certain parcel or tract of land situate lying and being in the County of Wentworth aforesaid, being parcel of the Grand River Territory and may be further known and described as follows, to wit, Beginning at a corner stake or stone on the Northwesterly corner of said tract, next to lands formerly leased by Capt. Brant to Wheeler Douglas, and about forty Rods from Homers creek. Thence in a Southerly direction to the Burford Road, and acrop said road three hundred and fifty yards to a stake or stone Thence in an easterly direction parallel with said Road One thousand yards to the eastermost corner of said parcel of land; Thence in a Northerly direction and parallel with the first mentioned line to the Northern side of Homer's Creek; Thence to the place of Beginning, containing two hundred acres, be the same more or less, with all the appurtenances thereof and thereunto belonging, o

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POOR COPIE

appertaining. A plan or Diagram of which premises is intended to be annexed to these presents and to be accepted and taken as part thereof: To Have and to hold the said land and premises hereby leased with the appurtenances unto the said James Shaff, his Executors, administrators and assigns from the day of the date hereof, for, during and until the full end and term of twenty one years, to be from thence next ensuing fully completed and ended. against them the said parties of the first part and their Successors, and against all and every other person and persons whomsoever claiming under them, any or either of them.— Yielding and Paying therefor unto Christiana Paulus (widow of Peter Paulus deceased) a woman of the Mohawk Nation, and to her Executors, administrators and assigns, for the premises hereby leased, the annual rent of Twenty five Bushels of wheat, or twenty five dollars, to be delivered on the premises hereby leased by the Tenant or representatives, yearly and every year during the Term hereby demised free from all deductions whatsoever; Which annual rent the said James Shaff doth hereby for himself his Executors, Administrators and assigns agree and covenant to pay or cause to be paid unto the said Christiana Paulus her Executors, Administrators and assigns, according to the reservation aforesaid and the true intent and meaning of these presents; and the Tenant and Representatives shall leave all the fences which shall be put upon the premises during this demise, in Tenantable repair, at the end of the Term aforesaid — And the said James Shaff

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for himself his Executors and Administrators do the covenant
and agree that in case the rents of the aforesaid premises
shall remain due and unpaid more than twelve calendar
Months at any one time during the said twenty one
years, then, and in such case the said Christiana Paulus
or her legal agent shall have full power to distrain
for the Same; But it is understood that the rent in
arrear shall always be first lawfully demanded
before the said Christiana Paulus or her agent shall
be at liberty to distrain for the said rents ——

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In witness whereof the said parties to
these presents have hereunto set their hands and seals
and have respectively acknowledged this Indenture
as their several act and Deed, the day and year
first before written ——

In presence of us
Lambert Carvell

Jacob + Lewis
his
mark.
Henry A Hill

Christian + Paulus
her
mark
James Kaff

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Denis Burnett

Transmits two leases

in reference to the

same

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No. 136 ✓

Claims of

Andrew Nellis

and

Sarah Ruggles

Grand River Lands

February 1833

Mr. Mr Shade
called and took away
Andrew Nellis Lands
Thos. 25 Febr. 1837.
W. H.

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POOR. COPIE

Brantford 5th February 1832

Sir,

Mrs Sarah Ruggles, Widow of the late William Ruggles, formerly Miss Sarah Johnson and Daughter of the late Bart Johnson, has requested me to inclose to you, address, the evidence of her possession of a portion of the Indian Lands lying on the west side of the Grand River, for the consideration of the proper authorities.

Mr Andrew Mellis Junior has also requested me to inclose to you the evidence of his possession to a part of the same tract - And they both desire that as soon as the subject has been investigated you will be kind enough to inform them by Letter.

Mrs Ruggles informs me that she is the grand Daughter the late Sir William Johnson, and by blood a Connection of the Six Nation Indians which from information I believe to be correct.

I have the honor to be
Sir
Your most obedient
Humble Servant
David Burnside

Colonel Givins
C. I. Affairs
&c &c

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POOR COPIE

No. 138

7 Jan. 1833

Claims to Grand River Lands

1833

Jno. Campbell
Christopher Batty
Collin Parkin
Isaac Stockwell
Jacob Auger
Jas. Elliott

368

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POOR COPIE

Brantford 7th Jan.y 1833

Edward McMahon Esqr

Sir

I beg to remind you that in the month of June last, I left in the Government Office with you, my claim for my Possession on the Lands of the Six Nation Indians - together with those of Christopher Batty - Jacob Auger, Isaac Stoutenburgh and Collin Perkins - And as Col. Givins, the Chief Supt. of Indian Affairs has advertised that all such Claims must be deposited in his Office by the 15th of February next, I beg that you will hand them to Mr. James Cockburn of York, who will call on you for them and will hand them to Col. Givins

I have the honor to be

Sir

Your very obt. Servt.

John Campbell

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POOR COPY

7 Jany 1833

John Campbell
son to
Col: Givins

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CANADA

POOR COPIE

371

Brantford 7th Jany. 1833

Sir,

We the undersigned beg to inform you that the several Leases, by which we hold our possessions on the Indian Lands in the Grand River Tract, were left with Edward McMahon Esquire at the Government Office in the month of June last. We have written to him and requested him to hand them to Mr Cockshutt of York who will hand them to you. And as soon as the pleasure of the Government is known on the subject of our claims we will be much obliged if you will be kind enough to inform us by Letter.

We have the honor to be
Sir
Your very obt. Servants
John Campbell
Christopher Batty
Collin Jacobson
Israel Stockwell
his
Sarah Anger
mark

Col. Gwins
C. S. S. affairs
&c &c
York

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POOR COPIE

No. 139

Claims of Isabel Tuttle and Maria Cotter

February 1833

Grand Rr. Lands

372

Paid 1 N9.

Col: Givens
Chief Supt. I. A
Ynk

34
Jany
33

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POOR COPIE

The enclosed is a true copy of the [illegible] by which Isabel Tuttle, widow of the deceased lessee, claims to hold a certain lot of land 373 on the Indian tract which she now occupies and improves

Copied by me in Brantford 29th January 1853

C. H. Crandon

Also enclosed, copy of an instrument whereby the right of Maria Cotter (Widow of the deceased lessor, to the rent of the said premises is acknowledged by several of the Indian Chiefs —

Indian Affairs. (RG 10, Volume 105)

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CANADA

POOR COPIE

374

Paid 7

6 July 33

To Major Givens

in

Office of Trustees of Six

Nations York.

February 1833.

Claim of

Joseph Silsworth

to G. River Lands

M.C. No 140

Indian Affairs (RG 10, Volume 105)

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CANADA

POOR COPIE

Feb 2 1833

375

The following is an Agreement between David Duncombe and Joseph Pilsworth the said Joseph Pilsworth has bought of the said David Duncombe A Log House and four Acres of Land situated North half A mile from Mohawk Village for the sum of Eight pounds fifteen shillings Currency

Brantford Febry 2nd 1833

Indian Affairs (RG 10, Volume 105)

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CANADA

POOR COPIE

376

No 141 Claims of
Walter B. Shehan
Henry F. Shehan
George H. Shehan
to
Grand River Lands
February 1833

NB. See Caveat within a [illegible] claim by the heirs of James Shehan deced —
W. K.

2 August 1833
Mr. Henderson called for the original Brant Lawrence to Shehan which he said Mr. Sullivan wished to see — So I gave him on his undertaking to return it forthwith W. K.

Indian Affairs (RG 10, Volume 105)
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POOR COPIE

Memorial
of
Walter, B., Sheehan
Henry, F., Sheehan
George, H., Sheehan
1833

Indian Affairs (RG 10, Volume 105)
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POOR COPIE

To His Excellency Sir John Colborne
K.C.B. Lieutenant Governor of the Province
of Upper Canada and Major General Comman
-ing His Majestys Forces thereon &c &c &c

The Memorial of Walter B.
Sheehan Henry S.t Sheehan and George H. Sheehan
of the Grand River Humbly Sheweth. that Your
Memorialist are the Sons of the late Walter
B. Sheehan Esquire, formerly a Lieutenant in His
Majestys 34th Regt. of the Line & a U E Loyalist
that Your Memorialist Father, Received a Grant
from the Late Capt.n Joseph Brant Agent for
the Five Nations for Twelve Hundred Acres
of Land near the Mouth of the Grand River

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CANADA
POOR COPIE

dated the 4th of October 1797, that your Memo-
=rialists have Occupied the said Tract of Land
ever since that period, that they have Built
Nine Houses on the said Tract, Cleared and
Improved the Intire front of it, opened about
two Miles in length, on it paid Taxes to Govern-
=ment for the term of time of twenty four Years
and upwards having thus fulfilled the Intentio.
of Government for Colonising and Settling the
Country. Your Memorialists Humbly pray
that your Excellency will be pleased to take
their Case into your Wise Consideration and Grant
them a Deed from the Crown for the said
Tract of Land And Your Memorialists
as in duty bound Will Ever pray

Indian Affairs (RG 10, Volume 105)

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POOR COPIE

380

Grand River the 5th of February

1833 — Walter B. Sheehan

U C Loyalists } Henry F. Sheehan

George H. Sheehan

Indian Affairs (RG 10, Volume 105)

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CANADA

POOR COPIE

N° 142
√ Claim of
Sybel Wilber to
Grand River Lands
February 1833

Indian Affairs (RG 10, Volume 105)

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CANADA

POOR COPIE

382

Brantford 7th February 1833

Sir,

At the request of Syble Wilber a Widow Woman, I beg to enclose to your address a Lease which she holds from James Shaff for a portion of the Indian Lands in the Grand River Tract - the original right to which is found in the Leases held by Mr. Shaff and which I have enclosed to your address of this date - The intention of Mrs. Wilber in preferring her claim to the premises is simply to be allowed the privilege to comply with such terms as the Government shall dictate in preference to any other applicant - She is living on the premises and has some considerable improvement - and on her part I beg you will be kind enough to inform me of the determination of the Government as soon as the same shall be known.

I have the honor to be
Sir,
Your most obedient
Humble Servant
Lewis Burwell

Colonel Givins
C. S. I. Affairs
&c &c
York

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POOR COPIE

383

James Shaff
to
Syble Wilber
Lease
No. 7. North side
of the Bruford road

Indian Affairs (RG 10, Volume 105)

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CANADA

Poor Copie

Witnesd, on the Seventeenth day of January
in the year of our Lord one thousand eight hundred
and twenty five, Jacob Lewis, John M Hill,
Joseph Hess. Peter Lynn, Thomas Onida,
Henry A Hill, Mary Symington, & Thomas
Roundhay, Principal Chiefs of the Six Nations
of Indians residing on the Grand River in
the Province of Upper Canada, Leased and
to farm let unto James Shaff of the same
~~tract~~ place, a certain tract or parcel of
~~being a part of that which is~~
Land, commonly called the Grand River tract
~~or Territory~~, and supposed to contain Two
hundred Acres, the same more or less. - Which
said Tract or Parcel of Land may be
known as being Lot ~~Number~~ Seven of
the new Survey, and lying on the North
side of the Road leading from Brantford
to Burford, and adjoining the Cultivated
fields of said James Shaff; and which
said Lease was to continue in force from
the day of the date above mentioned until
the full end and term of Twenty one years
Now therefore, Know all men by
these presents that I the said James Shaff
for and in consideration of the sum of Six Pounds
five Shillings of lawful money of Upper Canada
to me in hand paid by Sybel Wilbur
the receipt whereof I do hereby confess and
acknowledge, have granted bargained & sold

Indian Affairs (RG 10, Volume 105)
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CANADA
POOR COPIE

and by these presents do grant bargain and
Quit Claim unto the said Sybel Wilbee
all my right title and interest of, in, or to the
within mentioned parcel of Land and every part
thereof from the day of the date hereof until
the end of the said Term of Twenty one years
herein before mentioned, free and clear from
all incumbrance except such as were
set forth in the original Lease from the
principal Chiefs before mentioned to me the
said James Shaff ~~and subincumbrances~~
it being a condition of this transfer that the
said Sybel Wilbee is to do and perform
on her part ~~and~~ the conditions whatsoever
which ~~the~~ I the said James Shaff, in the
original Lease above mentioned bound myself
to do and perform —

In witness whereof I have this day hereunto
set my hand and seal — Dated January 30th 1858.

In presence of —
Lambert Cowell
James Ryan

James Shaff

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PUBLIC ARCHIVES
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CANADA

386

George Robinson
to
John Evans
Lease

Indian Affairs (RG 10, Volume 105)

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CANADA

POOR COPIE

3847

This Indenture made the 20th July one thousand Eight hundred and Nineteen between George Johnson of the first part and John Evens Farmer of the second part, of the County of Haldimand District Niagara and province of Upper Canada Witnesseth that the party of the first part Doth Grant Lease and Lett unto the party of the second part the parcel or parcels of Land Lying on the Opposite side of the Road Fronting Lott No 1 in the fourth Concession in Burford ~~now Occupied by Matthew Van Dusen~~. In Consideration of the party of the second part paying at Rent of twenty Dollars in Wheat or other Grain, the Rent to Commence at the Expiration of Three Years, from thence to Continue every Year untill the Expiration of twenty one Years, the said parcel or parcels of Land to Contain two Hundred Acres of Land more or less, with all and Singular the Benefits Liberties and Privelages to the said parcel or parcels of Land above mentioned belonging, to have and to hold the said Demised Lands with the Appertenances Unto the said party of the second part his Executors Administrators and Assigns for and During the above named Term of twenty one Years without any Lett hindrance Disturbance or Molestation whatsoever of him the said party of the first part his heirs or Assigns or of any other person or persons having or Lawfully Claiming any Right in the premises. In Witness whereof the party of the first part hath hereunto Sett his hand and Seal the Day and Year first above Written

George Johnson

In Presence of

Thomas Davis

Paul Paulus his

John Evens his mark

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CANADA

POOR COPIE

388.

No 143 V

Claim of

John Evans to

Grand R.r Lands

February 7th 1833.

Indian Affairs (RG 10, Volume 105)

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CANADA

POOR COPIE

389

Brantford 7th Feby 1833

Sir,

At the Request of John Evans I beg to enclose to your address a Lease for a portion of the Indian Lands on the Grand River Tract which he obtained from George Johnson an Indian of the Mohawk Tribe of the Six Nations — The situation of which can be ascertained by reference to the Plan I have just returned to the Office of the Honorable the Commissioner of Crown Lands.

Mr Evans having employed me to do his business, wishes you would be kind enough to inform me as soon as the pleasure of the Government is known respecting it —

I have the honor to be

Sir

Your most obedient

Humble Servant

Lewis Burnell

Colonel Givins

C. S. I. Affairs

&c &c

York

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POOR COPIE

Papers relating to the
Claim of Daniel Hawley
to Grand River Lands

Left at the Indian Office
30 January 1839

390

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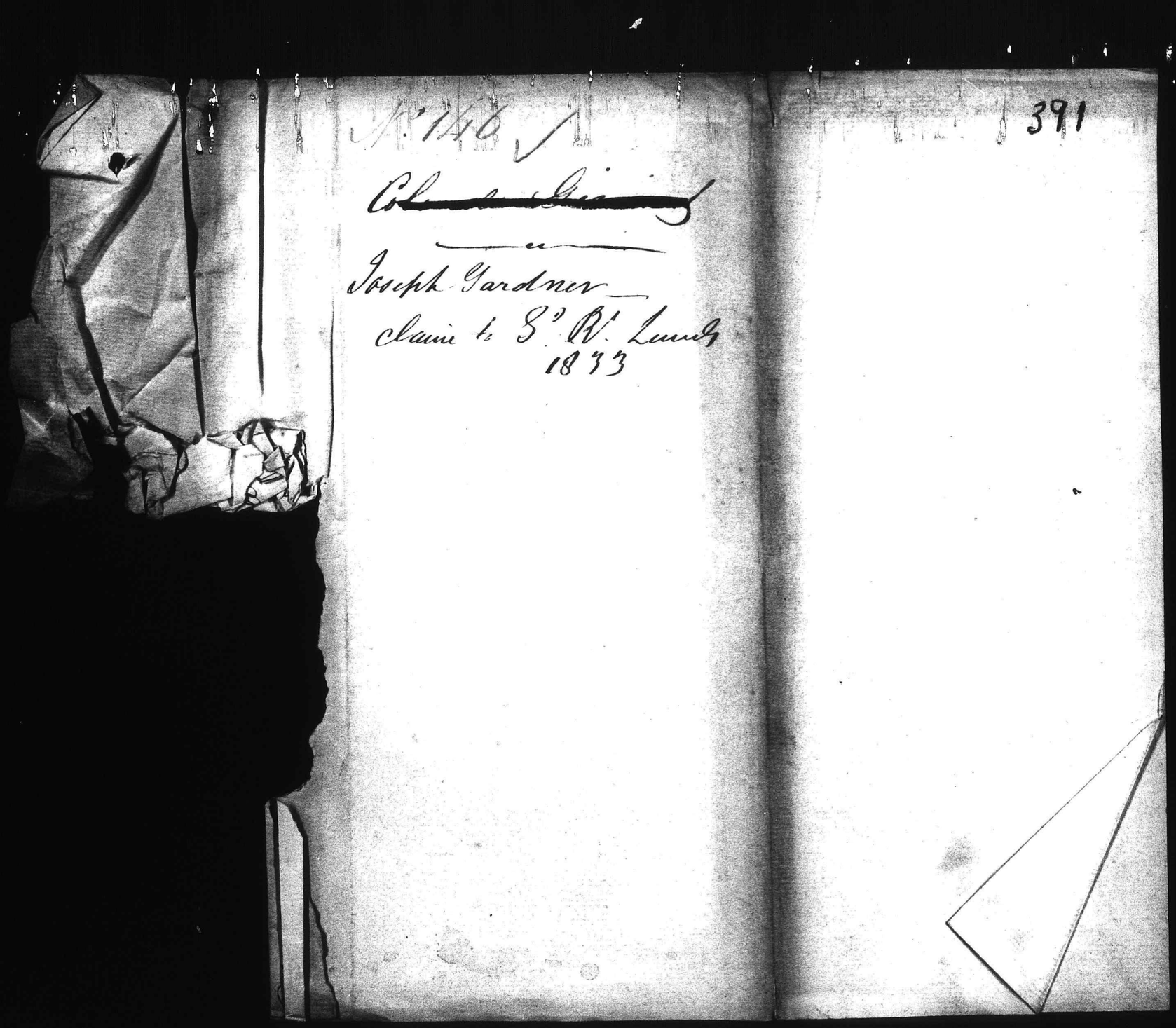
POOR COPY



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CANADA

POOR COPIE

1853 392

Sir

Agre[illegible]

Gazette I beg le[illegible] you a lease (with the original) of some Indian Land that I hold, and shall be most happy to abide by your decision

Allow me to state that the Lease has cost me (for my circumstances) a great sum of money, that I have made considerable improvements, and am continuing to do so, therefore I trust as I am in possession. Should the Lease prove bad (by that I mean my title to the land) that in the event of the land being leased or sold I may be allowed the first refusal I have the Honor to be

Sir

Your most Obed.t Hum.ble

Joseph Gardner

To Colonel. Giving

[illegible]

392

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CANADA

POOR. COPIE

O.H.M.S.

393

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POOR COPIE

Copy

394

Assignment
of a Lease from
Churchill Lawson
To
Joseph Gardner

2

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CANADA

POOR COPIE

Copy

This Indenture made the twentieth day of December in the year of our Lord one thousand eight hundred and thirty two between Churchwill Lawson, residing on the Grand River (called the Ouse) Labourer of the one part and Joseph Gardner of the Town of Brantford in the District of Gore Province of Upper Canada Victualler of the second part: Whereas Augustus Jones residing on the Grand River (called the Ouse) in the District and Province aforesaid, Yeoman, and Sarah Jones, being of the Mawhawk tribe of Indians, his wife, by one Indenture of Lease under their hands and seals duly executed, bearing date the twenty third day of November in the year of our Lord one thousand eight hundred and thirty two for the considerations thereinmentioned, did demise and to farm let unto the said Churchwill Lawson his heirs, executors, administrators and Assigns all that certain tract or parcel of land lying and being a certain portion or part of the Indian Territory on the Grand River, belonging to the said Augustus and Sarah Jones, and which may be more fully known and described as follows lying on the public road leading from Brantford to Paris and including the farm formerly settled and improved by an Indian family called Ligners, with old buildings lying on the south side of the said road beginning at or near a brook at a Black oak tree marked for the Northwest corner of Thomas Davis farm and running from thence north sixty degrees west forty chains, thence North ~~forty~~ thirty degrees east ten chains, thence north sixty two degrees east thirty five chains, thence south sixty degrees east thirty two chains and twenty links to Thomas Davis's line, thence south fifteen degrees and thirty minutes west twenty five chains to a post, thence south twenty six degrees west seventeen chains to the Black Oak tree, at the place of beginning and containing one hundred and fifty three acres of Land more or less - also a further grant to make in addition to the aforesaid described land, in the rear part and on the eastern side of Peter Smith's fields, including the source of the small spring Creek and running so far as to contain about forty seven acres, altogether about two hundred acres, more or less, To hold unto the said Churchwill Lawson his heirs, executors, administrators and Assigns by and under the yearly rent and performing the several covenants and agreements in the said lease contained and expressed concerning the same, as in and by the said lease, relation thereunto being had will more fully appear and at large appears. Now this Indenture Witnesseth that the said Churchill Lawson for and in consideration of the sum of Ten pounds of lawful money of the province aforesaid to him in hand paid, at and before the sealing and delivery of these presents by the said Joseph Gardner the receipt whereof the said

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CANADA

POOR COPIE

Copy 396

said Churchill Lawson doth hereby acknowledge and thereof doth fully acquit and discharge the said Joseph Gardner his Executors, Administrators and Assigns. Hath assigned transferred and set over and by these presents doth assign transfer and set over unto the said Joseph Gardner his Executors, Administrators and assigns all that certain tract or parcel of land as mentioned above, and all the estate, right, title interest claim and demand which he the said Churchill Lawson now hath or may or ought to have of in or to the same term of years to come or should have or claim in or to the Messuage and premises with the appurtenances aforesaid by force and virtue of the said recited indenture of lease To have and to hold the said premises and appurtenances and also the said recited indenture of Lease and all the estate right, title interest and term of years in and by these presents hereinbefore assigned, transferred and set over unto the said Joseph Gardner his Executors, Administrators and assigns to his and their own proper use and behoof during the residue of the said term by the said Indenture of Lease granted and yet to come and unexpired in as large, ample and beneficial a manner to all intents and purposes as he the said Churchill Lawson now hath or might or should or ought to have and enjoy the same by force and virtue of the said recited indenture of lease or otherwise howsoever under and subject to the payment and perfection of the rights, dues, duties, services and covenants in the said recited Lease mentioned

In Witness whereof the said parties have hereunto set their hands and seals the day and year first aforesaid.

Signed sealed executed and delivered in presence the words Paris, to and across first erased — before execution — Thomas Scott one of the witnesses subscribed his name opposite to the seal by mistake —

Signed Thos. Scott, John R. McDonald

Signed { Churchill his Lawson mark L.S. ; Joseph Gardner L.S.

A true Copy —
Edm. Dawson
Thos. Appleton

Indian Affairs (RG 10, Volume 105)

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POOR COPIE

397

Lease for 21 years

A. & S. Jones

to

Churchhill Lawson

23d Nov.r, 1832

Indian Affairs (RG 10, Volume 105)

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CANADA

POOR COPIE

This Indenture made the twenty third day of November in the year of our Lord one thousand eight hundred and thirty two Between Sarah Jones of the Mohawk tribe of Indians, residing on the Grand River (called the Ouse) and owning a certain part of the Indian Territory of lands on the said river, with the full consent of her Husband Augustus Jones of the said place in the District of Gore and in the Province of Upper Canada Surveyor of the first part and Churchill Lawson of the aforesaid place Farmer of the Second part, Witnesseth that for and in consideration of the sum of twelve pounds ten shillings current Money of the Province aforesaid, in hand paid the receipt whereof is hereby acknowledged, and further in consideration of the yearly rents, and the improvements to be made and performed by the said party of the second part as herein after mentioned and agreed to be paid and and done by the said party of the second part Hath, Granted, Demised, Leased, let and to farm letten, unto him the said party of the Second part his heirs, Executors, Administrators and assigns and by these presents, Doth, Grant, Demise, Lease and let, unto the said party of the Second part, his heirs, Executors or assigns; all that certain tract or parcel of lands, lying and being a certain part or portion of the aforesaid Indian lands on the said Grand River, and it being a certain Part thereof, as belonging to the aforesaid party of the first part, and may be more fully known and

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POOR COPIE

described by being known as lying on the public road leading from Brantford to Paris, and including the farm formerly, settled and improved by an Indian family called Liquors, with old building lying on the south side of the said road. Beginning at or near a Brook, at a black oak tree marked for the North West corner of Thomas Davis farm and running from thence North sixty ~~two~~ degrees West forty chains, thence North thirty degrees East ten chains thence North Sixty two degrees East thirty five chains, thence South sixty degrees East, thirty two chains and twenty links to Thomas Davis line thence South fifteen Degrees and thirty minutes West twenty five chains to a post, thence South twenty six Degrees West seven ~~four~~ chains to the black oak tree, at the place of the begining and containing one hundred and fifty three acres of land more or less— also a further Grant to make in addition to the aforesaid described lands in the rear part and on the eastern side of Peter Smiths feilds including the source of the small Spring Creek, and runing so far as to contain about forty seven acres, altogether about two hundred acres more or less— To have and to hold the said granted and demised premises with the appurtenances, unto the said party of the second part his heirs, executors, administrators and assigns for and during the full end and term of twenty one years from the day and date afore written fully to be ended and completed yeilding and paying therefor the yearly rent of Six Pounds five shillings Currency per year from and commencing from the 23rd. day of November 1834. Each and every year after the aforesaid day and date, unto the aforesaid party of first part, to them their heirs or assigns, during the continuance of this Lease, and it is further agreed that the aforesaid party of the second part agrees to plant an apple orchard of not less than one hundred apple trees, in a suitable and regular order within six years from this date, and to keep the said orchard in a thriving manner, during the said Lease, and it is further agreed

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CANADA

Poor Colie

agreed that all the lands that the said party of the second part shall clear and cultivate, that he shall put the same into regular farm feilds with good lawful fences, and lastly it is agreed that the aforesaid party of the second part shall at the end and the expiration of this Lease, that he shall peaceably and quietly render the aforesaid Leased Premises back unto them the said party of the first part theirs heirs or assigns, in a good farm like order including Houses Barns and other improvents on the said premises, and that the said party of the second part, his heirs and assigns paying the rents aforesaid and doing and performing the improvements herein named, that he shall peaceably have and hold the premises during the aforesaid term of twenty one years from the aforesaid date - as Witness our hands and seals, the day and year aforewritten.

N.B. The words (five, teen, day,) interlined before executed. } Sarah her x mark Jones

Signed sealed and delivered in the presence of — } Augustus Jones

Henry Jones
James Ferris } Church will his x mark Lawson

Received the 23d. day of Novr. 1832. the Sum of twelve Pounds ten Shillings in full of Consideration money as Mentioned to have been paid in the aforegoing Lease. Augustus Jones

Witness Present
Henry Jones
James Ferris,

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POOR COPIE

401

Mr Hepburn Please deliver the written instrument
lease to Mr. E. Law Toronto
J Gardner
October 17th 1834

City of Toronto 4 Nov. 1834.

Received of Mr. Hepburn the Lease above referred to
together with the Assignment —
Edm Law

Indian Affairs (RG 10, Volume 105)

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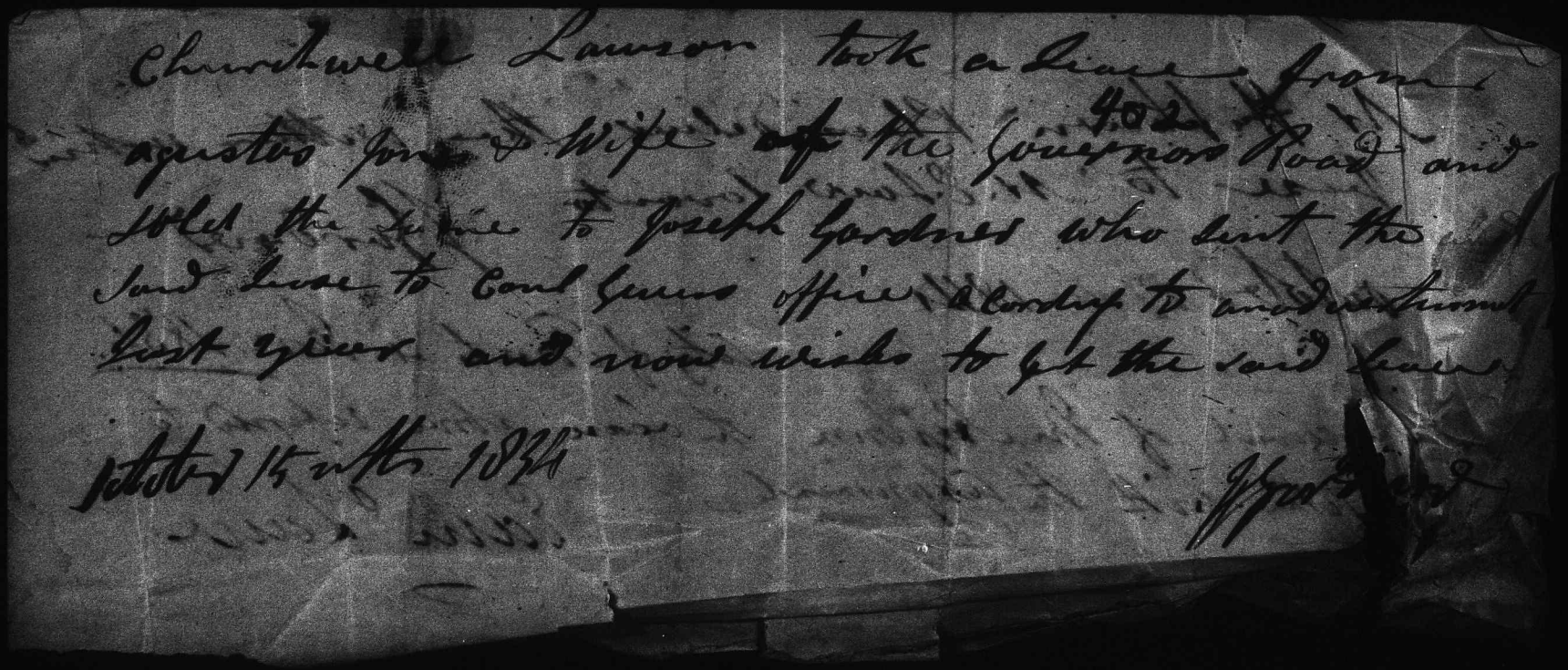
POOR COPIE



Churchwell Lawson took a Lease from
402
agustus Jones & Wife of the Governors Road and
sold the same to Joseph Gardner who sent the
said Lease to Coul Geuss office according to an advertisement
last year and now wishes to get the said Lease

October 15 mth 1834

J Gardner

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147 403

O. H. M. S.

Hayter Reed, Esq.,

Deputy of the

Superintendent General of Indian Affairs,

Ottawa.

1883

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404

Claim of Andw. Nelles
to Grand River Lands
1833

Mr. Shade agent

Mr. Keele

24th Feby. 1834

41

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405

This Indenture made and concluded, the twenty ninth day of March in the twenty eighth 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 and so forth, and in the Year of our Lord God, one thousand seven hundred and eighty eight — between Joseph Brant, David Hill, Aaron Hill, Isaac Hill and others &c Chiefs and Sachems of the Mohawk Nation &c of the one part and Captain Henry Nelles, of the other part, Witnesseth that the said Joseph Brant David Hill, Aaron Hill, & Isaac Hills and others &c. for and in Consideration of the good will which they have and bear unto the said Henry Nelles. and for the better maintenance and livelihood of them the said Captain Henry Nelles have given, granted, aliened, enfeoffed and confirmed, and by these presents, do give, grant, alien, enfeoff and confirm unto the said Henry Nelles, his heirs and Assigns, all that certain Messuage or Tenement situate lying and being upon the Grand River, beginning at the Northernmost Corner of Robert Nelles's boundary, a button wood stump and runs up the east side of the said river North thirteen degrees West. five Chains and fifty five links North thirty nine degrees, West six Chains, to a plumb tree North Eighteen degrees East eight Chains and Seventy eight links. North thirty Eight degrees West Eight Chains. North fifty eight degrees West, eight Chains. North forty five degrees West five Chains — North thirty degrees West six chains. North fourteen Degrees West, seven Chains and fifty links. North Nine degrees West. five Chains, due North Eight Chains and three North thirty four degrees, West ten Chains and fifty links — thence East, twenty nine degrees Northerly two hundred and forty Chains, thence due South, twenty nine degrees Easterly twenty six Chains, thence West twenty nine degrees Southerly to the place of beginning, Containing in all One thousand and eight hundred and twenty four Acres more or less in the Tenure and occupation of the said Henry Nelles together with all and singular the Edifices, buildings, barns, Stables, Courts, Gardens &c whatsoever to the said Messuage or Tenement and premises above mentioned, or any part thereof belonging, or in any wise appertaining or therewith commonly used, occupied, or enjoyed or accepted as part, parcel of, or belonging to the same, and the Reversion and Reversions, Remainder and Remainders, rents and services of all and singular the said premises and all the estate, right, title, interest, claim, property and demand whatsoever of them the said Chiefs, of in and to the said Messuage lands and premises and of in and to every part and parcel thereof with their and every of their appurtenances except and reserving out of these presents the Rights Liberties Conveniency the same only, & only any part and parcel thereof now in the hands or Custody of the said Chiefs To have and to hold the said Messuage or Tenement lands, Hereditaments, and all singular the said premises, hereby Granted, or & to be granted to the said Henry Nelles his heirs and Assigns, to the only proper use and behoof of the said Henry Nelles his heirs and Assigns forever And the said Chiefs and Sachems for themselves, their heirs Executors and Administrators, do hereby Covenant promise and grant to and with the said Henry Nelles, his heirs and Assigns, that he the said Henry Nelles his heirs and Assigns shall and lawfully may from henceforth forever hereafter peaceably and quietly have hold, use, occupy, and enjoy the said Messuage or Tenements lands and premises above mentioned &c hereby Granted with their and every of their appurtenances

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POOR COPIE

free, clear, and discharged, as well and sufficiently saved and kept harmless of and from all other titles — troubles. Charges Incumbrances whatsoever had made. Committed done or suffered or to be had made by them the said Chiefs and Sachems, their Heirs, Executors, Administrators and Assigns, Or any or either of them, Or any other Person or Persons lawfully claiming by, from, or under them Or any or either of them, In Witness whereof they have hereunto set their hands and Seals. — N.B. all the Islands laying before the above mentioned premises to be — Signed, Sealed, and delivered in presence of } herewith granted and Conveyed to the above mentioned Henry Nelles his heirs and Assigns and to be considered under the tenure and grant of these presents. Sealed and delivered as before mentioned —

In presence of the Subscribing Witnesses

Sgt. McCoye
William Smith
Chr. Brennemann

N.B. The words "that he the said Henry Nelles his heirs and assigns" are Interlined between 29th and 30th lines on the first page. — . — and the words "or to be had made" Interlined between the first and second lines — 2nd Page

Hendrink Tekarihagea (L.S.)
Thomas Shatekariwate (L.S.)
Jacob Ayonghwatha (L.S.)
David Sharenhowane (L.S.)
Jos. Brant — — (L.S.)
Peter Tewequitogea — (L.S.)
David Hill — (L.S.)
Thomas Shoghasgoharowane (L.S.)
David Aghshigwaniere (L.S.)
Adam Thawegagearat (L.S.)
Aaron Hill — . — (L.S.)
Isaac Hill — . — (L.S.)

Copy Copied 29 March 1788
Henry Nelles
Grant copied
1824 Alien

The Within is a True Copy taken from the Original by me this 31st January 1833
Francis Crooks

Sworn before me this 31st January 1832
H. H. Nelles J.P.
& Commissioner for taking affidavits in the Kings Bench

Indian Affairs (RG 10, Volume 105)
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407

Grimsby 26th
January 1833

Paid 7d

Col. Givens
Chief Superintendant
Indian Affairs
York

Mr. William Nelles
January 1833.
~~[illegible]~~
Claim to Grand
River Lands

Indian Affairs (RG 10, Volume 105)

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POOR COPIE

Gimsby 26th January 1833 408

Sir

As it becomes necessary for occupants of the Indian Land on the Grand River to exhibit their Titles for the same — I beg leave to inform you that I have been in possession of my Farm on the Grand River upwards of Forty Years and was in possession of Capt. Brants Lease upwards of Thirty Years and about twenty Years since I deposited the Lease with the Honble. A. Nelles as my Agent to procure a Government Title — and I now cannot obtain the Lease from him — if necessary I can prove that I had the Lease — I therefore beg you will advise me at your early convenience in what manner I must proceed to procure a sufficient Title —

I have the honor to be
Sir
Your very Obedt. Servt —
William Nelles

To
Bob Givens
Chief Supt
York

Indian Affairs (RG 10, Volume 105)

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Copy of an Indenture from Capt Joseph Brant dated in the yr 1788. Sent to Mr. Nelles through Mr William Crooks his agent

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POOR COPIE

Claim of W. Nelles
to his Grand River
Lands

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Poor Copie

Claims of William Nelles of Ginnsby

for a tract of Land, lying in the Nelles Settlement on the Grand River, known by the name of the Red House Farm; the said tract of Land commences at a Creek kept to Warner Nelles Esq.r tract (now occupied by his son William W. Nelles) running Forty-six Chains up the said River, thence three Mile back from the River, also the two Islands lying opposite the said tract of Land, for which the said William Nelles got a Lease, for Nine hundred and Ninety-Nine Years from Capt. Brant, Agent of Indian Affairs, near thirty years since, which the said William Nelles can prove by Augustus Jones Esquire and other respectable Witnesses, and about twenty years ago. the said William Nelles deposited the said Lease with the Honble Abraham Nelles, as his agent to procure a Government Title, and cannot since obtain the said Lease from him; the said William Nelles has also been in possession of the said tract of Land upwards of Forty years which the said William Nelles also can prove if necessary

Wm. Nelles

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No 5 William Nelles

Declaration 441

Capt Joseph Brant on behalf of the 6 nations that certain Lands were appropriated by the said nations to Capt ~~William~~ Henry Nelles deceased.

Dated 16 January 1800

3519 acres

I take this type in satisfaction of the land comprized in the grants of 29 March 1788 to Henry Nelles and William Nelles see within.

W. H.

Indian Affairs (RG 10, Volume 105)

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POOR COPIE

Copy

I Joseph Brant in behalf of the six Nations of Indians residing on the Grand River in the Province of Upper Canada hereby certify to His Excellency the Lieutenant Governor or to the person administering the Government of the said Province for the time being that a certain tract of Land on the said River has been duly appropriated by the said Indians to the late Henry Nelles a Captain in the Indian Department in the late American War, and to His Sons, which tract of land is bulled and Bounded as follows, That is to say, Beginning at a Stake on the bank of the River between the farm of Warner Nelles and George Cunningham marked WRN thence running South Seventy five degrees East twelve chains, thence North sixty one degrees East two hundred and thirty chains to a stake marked WRN. thence North twenty nine degrees West One hundred and forty chains and forty links to a stake marked AN. thence South sixty one Degrees West two hundred & forty Eight chains and forty links to the said River, thence down the River the several of the same to the place of beginning containing in the whole three thousand five hundred and Nineteen acres be the same more or less, and that in addition, to the long connection of this Family with the said Nations of Indians they have received from them on account of the said tract of land, as well as

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POOR. COPIE

for the Islands in the said River opposite to the said tract a Valuable Consideration — and the said Joseph Brant on behalf of the Six Nations of Indians Requests that a Patent under the Great Seal of the said Province issue of the said tract of Land together with Islands herein mentioned to and in the name of William Nelles one of the sons of the said Captain Nelles deceased

Given under my ~~Hand~~ Seal at the said Grand River this Sixteenth day of January in the Year of our Lord one thousand Eight hundred

Signed Jos Brant (L.S.)

James Blayney
John Nelles

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David Aghshigwarsera (L.S.)
Adam Thawegaparat (L.S.)
Aaron Hill (L.S.)
Isaac Hill (L.S.)

National Seal

Copy of an Indenture between Joseph Brant and others of the Six Nations and Captain Henry Nellis

No 4
a Plan of Sh Mr
1824 ans.

414

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POOR COPIE

This Indenture made & Concluded the twenty ninth day
of March in the twenty eighth 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 and so forth and in the Year
of our Lord one thousand seven hundred & Eighty
Eight, Between Joseph Brant David Hill Aaron Hill
Isaac Hill and others Sea Chiefs and Sachems of
the Mohawk Nation Sea of the one part and Captain
Henry Nelles of the other part, Witnesseth that the
aforesaid Joseph Brant David Hill Aaron Hill
Isaac Hill & others Sea for and in Consideration
of the good Will which they have and bear unto
the said Henry Nelles, and for the better maintenance
and livelihood of him the said Captain Henry Nelles
have given granted, aliened enfeoffed and confirmed
and by these presents Do Give Grant alien enfeoff
and confirm unto the said Henry Nelles his heirs
all that certain Messuage or Tenement situate lying and
being on the Grand River, Beginning at the Northernmost
Boundary of Robert Nelles's boundary a button wood stump
and runs up the East side of the said River North
thirteen Degrees West, five chains and fifty five
Links, North thirty nine Degrees West Six chains
to a planted tree, North Eighteen Degrees West eight
chains, North forty five Degrees West five chains
North thirty degrees West Six chains, North fourteen
degrees West seven chains and fifty links, North
nine Degrees West five chains, one North Eight chains
and three North thirty four Degrees West ten
chains and fifty Links three East twenty nine
degrees Northerly two hundred & forty chains

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POOR COPY

thence due south twenty nine degrees easterly seventy six chains thence West twenty nine Degrees southerly to the place of beginning containing in all One thousand Eight hundred and twenty four acres more or less in the tenure or occupation of the said Henry Nelles together with all & singular the Edifices, buildings barns Stables, ponds Gardens &c whatsoever to the said Messuage or tenement and premises above mentioned or any part thereof belonging or in any wise appertaining, or therewithal commonly used occupied or enjoyed, or accepted as part parcel of or belonging to the same and the Reversion and Reversions Remainder and Remainders, Rents & Services of all & singular the said premises, and all the Estate right title property, interest Claim and demand whatsoever of them the said Chiefs of in & to the said Messuage lands and premises and of and in to every part and parcel thereof with them and every of them appurtenances and all Deeds writings & Evidences concerning concerning the same only or only any part or parcel thereof now in the hands & custody of the said Chiefs, To Have & To Hold the said Messuage or tenement lands hereditaments and all & singular the said premises hereby granted to the said Henry Nelles his heirs and assigns to the only proper use and behoof of him the said Henry Nelles his heirs and assigns for Ever, and the said Chiefs and Jacheins for themselves their heirs Executors and administrators Do hereby Covenant promise and Grant to and with the said Henry Nelles his heirs and assigns that he the said Henry Nelles his heirs and assigns shall and lawfully may from time to time

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POOR COPIE

for ever hereafter peaceably and quietly have hold use occupy and enjoy the said Messuage or tenement, lands & premises above mentioned to be hereby granted with their and every of their appurtenances free clear, and discharged or well and sufficiently saved and kept harmless of and from all former and other Grants bargains Sales Gifts jointures, Feoffments leases Dowers, Estates Entails Statutes, judgments Recognizances Executions and of & from all other titles troubles charges and incumbrances whatsoever had made Committed done or suffered, or to be made Committed done or suffered by them the said Chiefs and Sachems their Heirs Executors administrators or assigns, or any, or either of them, or any other person, or persons lawfully claiming by from or under them or any or either of them — In Witness whereof they have hereunto set their hands & seals —

N. B. all the Islands laying before the above mentioned premises to be herewith Granted & Conveyed to the above mentioned Henry Nelles his Heirs and assigns & to be considered under the Tenure & Grant of these Presents

Mentioned in Presence of the subscribing Witnesses

Signed Sealed & Delivered
In Presence of
Sgr. McCorje
William Smith
Chrn. Brennemann

Hendrick Tekarihogea (L.S.)
Thomas Shalekariwale (L.S.)
Jacob Ayonghwatha (L.S.)
David Sharenhowane (L.S.)
Jos. Brant (L.S.)
Peter Teweghentogea (L.S.)
David Hill (L.S.)
Thomas Shoghsgoharowane (L.S.)

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1833

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POOR COPIE

Personally Came before me Warner Nellis Esq. one of his Majestys Justices of the peace for the District of Niagara Henry Doxstador and saith That an Indian of the Name of Thompson belonging to the Six Nations the Father of Mary Thompson now Mary Croker took possession of a gore of Land between Sherken's Tract & Lake Erie in the Year 1807. or 1808. which was Given him by Capt.n Josp.h Brant then agent of the Six Nations & Have Enjoyed peaceable possession Ever Since also made considerable Improvement on said Land and being in Immediate possession at this present Time by his Daughter Mary Croker Sworn before me Grand River the 9 Feby. 1833

719

Warner Nellis J.P.

Henry Doxstadt

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POOR COPIE

Warner Nelles Esq,

420

Will you see the above of the woman, of Sarah Philpot let her keep the land at the mouth of the Grds. Miss

Hoy Warren Hills

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421

Abraham Shade Esq.
Post Master,
Galt,
Upper Canada,

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POOR COPIE

Dr Friend,

Lockport Nov 1. 1835

I have your fav. of the 29th ult, and assure you that it gives me pleasure to serve you or your friends at any time. We are sufficiently acquainted to deviate apologies. I have very frequently heard my brothers speak of you.

I immediately called on R. Mallory for the paper in question. He gave the original to a person who resides near Lewiston & that person gave it to Dr. Duncombe, your member of Parliament. He says he has no copy or any means by which he can furnish one. I regret that I could do nothing further for you,

With much respect

Yr. friend

L. A. Spalding

A. Shade Esq.

Any further requests I shall be happy to attend to.

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POOR. COPIE



Mr Fr[illegible]

Absalom Shade Esq
Post master,
Galt,
U. Canada,

QUEENS
1835
S. NOTE

L. Spalding to
A. Shade referred to
a lease June 13/1835

Indian Affairs (RG 10, Volume 105)

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POOR. COPIE

Dr Friend,

Lockport 1mo 13. 1835.

I have just seen R. Malloy, — He says the lease was transfered by him to Edward H. Jeffords who lives about 6 miles from Lewiston East, — that Dr Dunsmore has seen him Malloy since with the lease & wished Malloy to make further papers which he refused to do unless D. would pay him what Jeffords had cheated him out of — I can get Malloy to make further papers by paying him — that is any legal papers. He thinks the lease is recorded in the Office at Niagara.

Any thing further I shall be happy to attend to

Respectfully

L. A. Spalding

Absolom Shade Esq

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POOR COPIE

425

Ad No 3

Filed 2d Novr 1819

[illegible]

[illegible]

And. Nelles

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POOR. COPIE

Upper Canada
London District } Be it remembered that personally Appeared
before me Thomas Horner esquire, one of His
Majesty's Justices of the peace for the said district
Andrew Nelles of Blenheim in said district, yeoman,
who being duly Sworn deposeth and saeth that on the
eighth day of October in the year of our Lord one thousand
eight hundred and Eleven, he purchased six hundred
acres of Land of Benajah Mallory, lying within the
tract commonly called the Grand River Land, and took
of the said Benajah Mallory a lease for the said land
for the term of Nine hundred and ninety nine years
which lease is now in deponants possession and bears
date the said eighth day of October in the year of our
Lord one thousand eight hundred and eleven
and that deponant at the time of procuring said lease
paid to the said Benajah Mallory the sum of Two
hundred and twenty five pounds lawful money of the
said province as a consideration for the said land
and that the said six hundred acres of land is part and
parcel of a tract leased by Captain Joseph Brant as agent
for the Six Nations Indians to the said Benajah Mallory
and further deponant saith not —

Sworn before me the
16th day of September 1819. } Andrew Nelles

Thomas Horner J.C.

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POOR COPIE

Ex. No 1

Filed 2d Nov. 1819.

[illegible]

Clk

Hen. Nelles

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POOR COPIE

Upper Canada
London District } Be it remembered that personally appeared before me Thomas Horner one of His Majestys Justices of the peace for the said district Henry Nellis of Mount Pleasant in the District Gore, who being duly Sworn deposeth and saith, that he is a subscribing Witness to a Lease of Six hundred Acres of Land, East of Burford, from Benajah Mallory to Andrew Nelles, which said Lease beares date the Eighth day of October in the year of Our Lord one thousand eight hundred and Eleven, That he was present and did see the said Benajah Mallory sign seal and deliver the said Lease on the day and year therein named as his voluntary Act and Deed, That Abraham Mallory of Burford son of the said Benajah Mallory is also a subscribing Witness to the said Lease and that George Cunningham, (deceased) late of Burford aforesaid was also a subscribing witness to the said Lease, and that this deponent and the said Abraham Mallory and George Cunningham subscribed the said Lease as Witnesses to the same, in presence of the said Benajah Mallory the Grantor and of each other, and Further that the said Lease for the said Six hundred Acres of Land was given to the said Andrew Nelles as a remuneration for a large debt due from the said Benajah Mallory to the said Andrew Nelles at that time

Sworn before me at Burford the 11th day of August 1819. } (Signed) Henry Nellis

(Signed) Thomas Horner J.C.

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POOR COPIE

Govr.

In answer to the Statement made by Mr Holme of Bramsford in his petition addressed to His Excy the Licut. Govr. I hey leave to remark that Mr Andrew Nelles through whom my title is derived purchased of Mallory before the War. The deed of assign. to Nelles bears date the 8th of October 1810 ~~and was & the same was~~ & the assignment ~~assigned by Andrew Nelles~~ to me on the 21 Nov. 1834 ~~Both the the original deeds~~ Both these instruments are both in your possession & can be easily referred to to corroborate what I state ~~and Mr Holmes~~ ~~I trust therefore that you will~~ ~~objection to my title on this ground must~~ & I ~~trust~~ therefore you will ~~refer~~ not allow ~~therefore entirely fail~~ Mr Holmes opposition to have any effect upon my claim.

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POOR. COPIE

No. 147

Papers relating
to the Claims of
Hyram Nelles
William Nelles
and
Warner Nelles
to Grand River Land,
February 1833

also
Andrew Nelles

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POOR COPIE

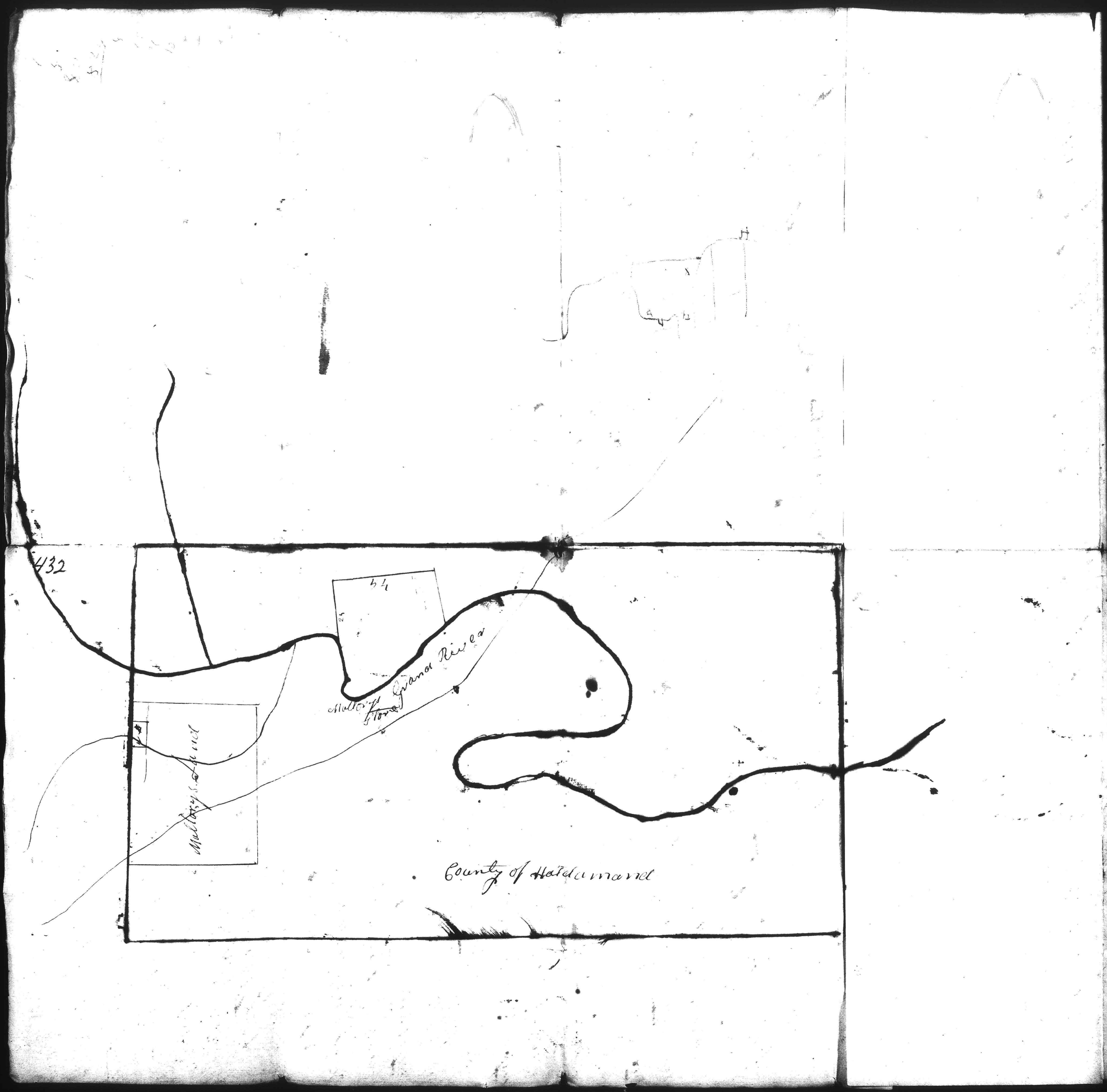
Copy of a Lease
Executed by Captn
Joseph Brant
Principle Chief
and agent for the
Six Nations to
B Mallory in
the year Pour
Lord 1806

Thereby Certify that the description of the last mentioned parcel of land in the within Instrument of Writing is the same as a description furnished you in the hand writing of Doctor Charles Duncombe pertaining to be to then from the original Guide - Except the line of 114.50 is given by Doctor Duncombe for 114 Chains - and the Doctors description mentions the District of Gore where the within mentions the County of Haldimand

Brantford 8th August 1835.

Lewis Burwell

D. Y. Lemmon



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POOR COPIE

Gore District
to Wit—

Personally Came before me Lewis Burwell Esquire a Commissioner for taking Affidavits in the Kings Bench in and for the said District, Thomas S. Hornor of Burford in the London District Yeoman and Son of the late Thomas Hornor Esquire and made Affirmation that the description of the premises described in the within Instrument of Writing is a true copy from the original Lease given by the late Joseph Brant to Barnajah Mallory— That three or four Years ago he this deponent had the said original Lease in his possession at his fathers house in Burford for a number of months, that the name Joseph Brant was written on the said original Lease with a Seal affixed to it— and also the name of Barnajah Mallory— And this deponent further Saith that his said father said to this deponent when they both were Examining the said Lease, that he knew that the name Joseph Brant written on the said Lease was his the said Joseph Brant proper hand writing, and wrote in his sober moments, being better wrote than he sometimes wrote—

Affirmation made before me
at Brantford in the Gore District
this Sixth day of August 1835
Lewis Burwell
a Commissioner
for taking affidavits in the
Kings Bench for the Dist

Thomas S. Hornor

Indian Affairs (RG 10, Volume 105)

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POOR COPIE

Gore District
To Wit

Personally Came before me Lewis Burwell Esquire a Commissioner for taking Affidavits in the Kings Bench in and for the said District, Thomas S. Hornor of Burford in the London District Yeoman and Son of the late Thomas Hornor Esquire, and made Affirmation that the description of the premises described in the within Instrument of Writing is a true copy of the original Lease given by the late Joseph Brant to Barnajah Mallory - That three or four Years ago he this deponent had the said original Lease in his possession at his fathers house in Burford for a number of months, that the name Joseph Brant was written on the said original Lease with a seal affixed to it - and also the name of Barnajah Mallory - and this deponent further saith that his said father said to this deponent when they both were examining the said Lease, that he knew that the name Joseph Brant written on the said Lease was his / the said Joseph Brant's / proper hand writing, and wrote in his sober moments, being better wrote than he sometimes wrote -

Thomas J. Hornor

Affirmation made before me
at Brantford in the Gore District
this Sixth day of August 1835

Lewis Burwell
a Commissioner
for taking affidavits in the
Kings Bench for the Gore Distt

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434

This Indenture made the twenty ninth day of December In the year of our Lord one thousend Eight hundred and Six between Captain Joseph Brant Princeible Chief and agent of the Six nations of Indians of the County of Haldemand and Distric of niagara and Province of upper Canada of the Party of the first Part and — Benajah Mallory of the District of London and Province afore said merchant of the Party of the Second Part Witneseth that whereas on the twenty fifth day of October In the year of our Lord one thousend Seven hundred and Eighty four at the City of quebec upon the representation of the Said Joseph Brant In behalf of the Said Six nations of Indians to [redacted] to the Late General Frederic Haldemand Governor and Commander In Chief of the Province of quebec and territories there unto depending he the Said Commander In Chief In Consideration of the Early attachment to the Kings Cause meinifested by the Mohawk and other of the nations of Indains and of the Loss of their Settlements which they thereby Sustained Signified by an Instrument of writeing by him Subscribed with his Seal at Arms thereunto affixed and Seneca Will on the twenty th day of march In the year of our Lord one thousend Seven hundred and ninety five Inrolled and recorded In the Secretaryes office of the Said Province of Upper Canada Lib. A folio Eight th Was Pleased to Grant appropriate and assign to them and Such others of the of the Six nations as wished to Settle In that quarter of his Majestys territoryes Six miles deep from each side of the river ouse or Grand river from the mouth there of and extending In that Prepotion to the head of the said river to be injoyed by them and their Posterity for ever appurtenee there unto being had and where as the Said Six nations of Indains by the Said Joseph Brant their agent afore Said In Consideration of the rents Covenants and agreements here in mencioned Reserved and Contained on the part of the Said Benajah Mallory his heirs Executors Administrators and assigns to be paid done and Performed have Granted Demised Leased and Conveyed and by there Presents in the name and as agent for the Said Six nations of Indians do Grant demise and Leas and to farm Let unto the Said Benajah Mallory his heirs Executors administrators and assigns that Certain Parcel or tract of Land or tracts of Land Lying and being Situate on the Grand river being a part of the above discribed Lands Granted by the Said Commander In Chief to the Said Six nations afore Said on the Grand river In the County of Haldemand and District of niagara and butted and bounded or may be otherwise known as followers that is Commenceing Parralel or against the Lower End of the first Island in the Said Grand river above Said Mallorys Store and other buildings on Said Grand river on the bank on the north Side of Said Grand River it being the first Island Considerably Covered with timber and trees about Eight or ten Chains above Said Mallorys Store on the opposite Side of Said river from Said Store then running up Said river ten Chains following the Edge of the water or bank of the Said River then Running a due north Corse twenty five Chains then north Seventy Eight and a half degrees East fifty Chains and fifty Links then running South twenty degrees East till it intersects the above Said river then following the windings and turnings of Said river up Stream to the place of beginning Containing Seventy Eight acres be the same more

1 of

[illegible] Haldemand and [illegible] of the [illegible] Lower
be otherwise ordered as follows that is Commenceing Parallel or against the Lower
End of the first Island in the said Grand river above said Mallorys Stone and other
Buildings on said Grand river on the East on the north Side of said Grand River
it being the first Island Considerably Covered with timber and trees about Eight or ten
Chains above said Mallorys Stone on the opposite Side of said river from said Stone then running
-ing up said river ten Chains following the Edge of the water or bank of the said River then
Running a due north Corse twenty five Chains then north Seventy Eight and a half
degrees East fifty Chains and fifty Links then running South twenty degrees East till it inter
-sects the above said river then following the Windings and Turnings of said river up Stream
to the Place of beginning Containing Seventy Eight acres be the same more or Less --
and also another Certain Parcell or tract of Land as above menchened a joining the Township of
Burford on the westermost boundaries of the County of Haldemand a joining Lands Granted by the
said Six nations through the hands of their agent to Wheeler Douglass Commenceing at said
Douglass's north East Corner at a post planted and on the north Side of a Creek commonly
called Daytons Creek or Horners mill Creek thence running from said Douglass's north
East angle north fifteen degrees forty minuets west fifteen chains thence running north Seventy Eight and
a half degrees and thirty minnuts East one hundred and fourteen chains and fifty Links
thence South fifteen degrees and thirty minnuets East one hundred and Sixty chains untill inter
-sects the marsh or flie then following the Merge or Edge of said marsh a westerly Corse till
it Strikes the town Line of Burford or West Line of the said County of Haldemand thence foll-
-owing said town line a northerdly Corse according to the Corse of said Line till it inter
-sects said Wheeler Douglass's Land at the South West Angle thence following said Douglass's
Land an Easterly Corse to his South East Corner near a tamaracll tree thence following said
Douglass's line a northardly Corse to the Place of beginning Containing Six
hundreed and fifty acres of Land be the same more or Less imbraceing all the Previl-
-age of the mill Seat or Seats on said Land and granted Premesis — — —

So Have and to Hold the said two Tracts of Land above menchened and discribed
unto the said Benayah Mallory his heirs Executors Administrators and Assigns for their use
from the day of the above date for and during the full End and term of nine hundreed
and ninety nine years fully to be Complete and Ended Yealding and Paying Yearly
and every Year if the Same be Lawfully demanded on the first day of January for and during the
term of nine hundred and ninety nine years one Peper Corn unto the said Six Nations for their use or to
their agent for the time being and the said Six Nations by the said Jos. Brant their agent as the Covenant
as afore said for the said Six Nations and their Poster[illegible] to and with the said Benayah Mallory his heirs ad-
-instrators and Assigns that he and they and every of them the above menchened Premesis and every
part there of Shall and may Peaceably and quietly Have Hold and Occupy Possess and Injoy the
same with the Privelages and appurtenances there unto belonging for and during the full End and term
of nine hundred and ninety and nine years from the date of Theas Presents and the said Joseph Brant
as agent afore said doth agree on the Part of the said Six nations to and with the said Benayah Mallory his
his heirs and Assigns the above Premesis will warrant and defend from them or any of them In Witness whereof
the Parties to these Presents have set their hands and Seals the the year and day above written Jos. Brant
Sealed Signed and Delivered In Presence of us } Benj. Mallory
Amy Gates Sr. Reaymond Samuel Allen
Copy

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POOR COPIE
2 of 2

435

Niagara 27th January 1835.

Sir

In reply to your letter of the 22nd I beg to inform you that I have searched the Registry of the Counties of Lincoln and Haldimand and have not been able to discover any entry of the Lease alluded to therein from Capt. Jos. Brandt to Benajah Mallory. I beg at the same time to inform you that 3. Books of the Old Registry viz Books D. E. F. were lost during the late War and have not since been recovered.

I remain, Sir,

Your Obt Servant

John Lyons

Register

To

A. Shade Esquire.

Galt.

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POOR. COPIE

436

This Indenture made the Eighth Day of October in the year of our Lord one thousend Eight hundred and Eleven
Between Benajah Mallory of the township of Burford and Dutrict of London and Province of upper Canada Esquire of the one part and Andrew Nellis
of the County of Haldimand and Province afore said Gentleman of the other Part Witnesseth that whereas on the fifth Day of October in
the year of our Lord one thousend Seven hundred and Eighty four at the City of Quebec upon the Representation of Captain Joseph Brant
In behalf of the Six nation Indians to the Late General Fredric Haldimand then Govenor and Commander In Chief of the Province of Quebec
and its territories there unto Depending he the said Commander in chief in Consideration of the Early attachment to the Kings Cause
-fisted by the Mowhawks and other of the nations of Indians and of the Loss of their Settlements which they thereby sustained Sig
by an instrument of writeing by him Subscribed with his Seal at Arms there unto affixed and Sence to wit on the twenty
of March in the year of our Lord one thousend Seven hundred and ninety five in regenstred in the Secretaries office of upp
Libet Folio Eight was Pleased to appropriate and assign to them and Such other of the Six nations as wished to Settle in
of his Mayesty's territories Six miles Deep from Each Side of the River Ouse or Grand River from the mouth there
~~-ing in that Prepation to the head of the said River to be injoyed by them and their Posterity for Ever Reference there unto being had~~
the said Six nations by their agent Captn Joseph Brant hath assigned and Leased a Certain Parcel or tract of the afore Sa
of Haldimand for and During the term of nine hundred and ninety nine ~~years fully to be Compleat and Ended from the~~
Indenture he the said Benajah Mallory obtained through the hands of their afore said agent have acquitted Released and Do hereby acq
and Releas unto the said Andrew Nellis his heirs assigns Executors and Administrators for and During the Residue of nine hundred a
ninety nine years from the Day of the Date of these Presents that Certain Parcel or tract of Land being a part of the afore said tract butte
Bounded as followers that is Commenceing at a certain Marsh South of the Road Leading from the township of Burford to the Grand River at a Stake to be
Planted where a Line to be Run from a post Standing north Seventy Eight and a half Degrees and thirty minuets East one hundred and fourteen Chains from Wheel
-Douglass Land from the North East angle of said Land he the said Wheeler Douglass obtained from the said Six nations through their ag
-Joseph Brant from said Post to Run South fifteen Degrees and thirty minuets East till it Intersects the afore said marsh from the place where
afore said Line intersects the afore said Marsh to Run north fifteen Degrees thirty minuets West so far from the place of begining as to Contain Six
-hundred acres between the afore said Line and the township of Burford by bounding on the Marsh ~~Sowardly~~ Southwardly the whole length of the afore
Six hundred acres thence South Seventy Eight and a half Degrees thirty minuets West to the town Line of Burford thence following the said town Line of
Burf

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This Indenture made the Eighth Day of October in the year of our Lord one thousend Eight hundred and Eleven
Between Benajah Mallory of the township of Burford and Dutrict of London and Province of upper Canada Esquire of the one part and Andrew Nellis
of the County of Haldimand and Province afore said Gentleman of the other Part Witnesseth that whereas on the fifth Day of October in
the year of our Lord one thousend Seven hundred and Eighty four at the City of Quebec upon the Representation of Captain Joseph Brant
In behalf of the Six nation Indains to the late General Fredric Haldimand then Govenor and Commander In Chief of the Province of Quebec
and its territories there unto Depending he the said Commander in chief in Consideration of the Early attachment to the Kings Cau[illegible]
-fisted by the Mowhawks and other of the nations of Indians and of the Loss of their Settlements which they thereby Sustained Sig[illegible]
by an instrument of writeing by him Subscribed with his Seal at Arms there unto affixed and Sence to wit on the twenty [illegible]
of march in the year of our Lord one thousend Seven hundred and ninety five in regenstred in the Secretaries office of upp[illegible]
Libet Folio Eight was Pleased to appropriate and assign to them and Such other of the Six nations as wished to Settle in
of his Mayesty's territories Six miles Deep from Each Side of the River Ouse or Grand River from the mouth there [illegible]
~~-ing in that Prepation to the head of the said River to be enjoyed by them and their Posterity for Ever Reference there unto being had~~
the said Six nations by their agent Captn Joseph Brant hath assigned and Leased a Certain Parcel or tract of the afore Sa[illegible]
of Haldimand for and During the term of nine hundred and ninety nine ~~years fully to be Compleat and Ended from the~~
Indenture he the said Benajah Mallory obtained through the hands of their afore said agent have acquitted Released and do hereby acq[illegible]
and Releas unto the said Andrew Nellis his heirs assigns Executors and Administrators for and During the Residue of nine hundred a[illegible]
ninety nine years from the Day of the Date of these Presents that Certain Parcel or tract of Land being a part of the afore said tract butte[illegible]
Bounded as followers that is Commenceing at a certain Marsh South of the Road Leading from the township of Burford to the Grand River at a Stake to b[illegible]
Planted where a Line to be Run from a post Standing north Seventy Eight and a half Degrees and thirty minuets East one hundred and fourteen Chains from Wheel[illegible]
-Douglass Land from the North East angle of said Land he the said Wheeler Douglass obtained from the said Six nations through their [illegible]
-Joseph Brant from said Post to Run South fifteen Degrees and thirty minuets East till it Intersects the afore said marsh from the place where [illegible]
afore said Line intersects the afore said Marsh to Run north fifteen Degrees thirty minuets West so far from the place of begening as to Contain Six
-hundred acres between the afore said Line and the township of Burford by bounding on the Marsh ~~Sowardly~~ Southwardly the whole length of the afore
Six hundred acres thence South Seventy Eight and a half Degrees thirty minuets West to the town Line of Burford thence following the said town Line of
Bur[illegible]

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436 436

This Indenture made the Eighth Day of October in the year of our Lord one thousend Eight hundred and Eleven Between Benajah Mallory of the township of Burford and Dutrict of London and Province of upper Canada Esquire of the one part and Andrew Nellis of the County of Haldimand and Province afore said Gentleman of the other Part Witnesseth that whereas on the fifth Day of October in the year of our Lord one thousend Seven hundred and Eighty four at the City of Quebec upon the Representation of Captain Joseph Brant In behalf of the Six nation Indains to the Late General Fredric Haldimand then Governor and Commander In Chief of the Province of Quebec and its teritories there unto Depending he the said Commander in chief in Consideration of the Early attachment to the Kings [illegible] -fisted by the Mowhawks and other of the nations of Indians and of the Loss of thire Settlements which they thereby Sustained [illegible] by an instrument of writeing by him Subscribed with his Seal at Arms there unto affixed and Sence to wit on the twenty [illegible] of March in the year of our Lord one thousend Seven hundred and ninety five in regenstred in the Secretaries office of upper Tibet Folio Eight was Pleased to appropriate and assign to them and Such other of the Six nations as wished to Settle in [illegible] of his Mayestys teritories Six miles Deep from Each Side of the River Ouse or Grand River from the mouth there [illegible] -ing in that Prepation to the head of the said River to be injoyed by them and their Posterity for Ever Reference there unto being had [illegible] the said Six nations by their agent Captn Joseph Brant hath assigned and Leased a Certain Parcel or tract of the afore Said [illegible] of Haldimand for and During the term of nine hundred and ninety nine years fully to be Compleat and Ended from the [illegible] Indenture he the said Benajah Mallory obtained through the hands of their afore said agent have acquitted Released and do hereby acquit and Releas unto the said Andrew Nellis his heirs assigns Executors and Administrators for and During the Residue of nine hundred and ninety nine years from the Day of the Date of these Presents that Certain Parcel or tract of Land being a part of the afore said tract butt[illegible] Bounded as followers that is Commenceing at a certain Marsh South of the Road Leading from the township of Burford to the Grand River at a Stake to be Planted where a Line to be Run from a post Standing north Seventy Eight and a half Degrees and thirty minuets East one hundred and fourteen Chains from Wheel -Douglass Land from the North East angle of said Land he the said Wheeler Douglass obtained from the said Six nations through their [illegible] -Joseph Brant from said Post to Run South fifteen Degrees and thirty minuets East till it Intersects the afore said marsh from the place where [illegible] afore said Line intersects the afore said Marsh to Run north fifteen Degrees thirty minuets West so far from the place of begining as to Contain Six -hundred acres between the afore said Line and the township of Burford by bounding on the Marsh ~~Sowardly~~ Southwardly the whole length of the afore Six hundred acres thence South Seventy Eight and a half Degrees thirty minuets West to the town Line of Burford thence following the said town Line of Burf[illegible]

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of Burford Southwardly till it Intersects the afore Said mersh thence following the Windeings and turning of the Said Marsh an Eastwardly Corse to the Place of begining to Contain Six hundred acres by bounding the whole of one Side of Said Land upon the Said Mersh hereby acquiting alienating and Releasing Every Part and Pereel of the above Described Premesis with the appurtenances thereunto belonging or in any wise appertaining unto the Said Andrew Nellis his heirs and Assigns for and During the term of the Residue of nine hundred and ninety and nine years fully to be Complete and Ended he the Said Andrew Nellis his heirs Executors or admenstrators Paying or Causeing to be paid to the Said Benayah Mallory his heirs Executors or administrators yearly and Every year on the first Day of January one Pupper Corn if the Same be Lawfully Demanded Giveing and Granting unto the Said Andrew Nellis his heirs and Assigns all the Right title Claim and Demand of him the Said Benayah Mallory of in and to the above menched and Discribed Premesis In Witness Where of the Parties to these Presents have Set their hands and Seals the year and Day above written

Sealed Signed and Delivered In Presents of us -

Benay^h Mallory

Henry Nellis

Abraham Mallory

Andreas Nellis

[illegible] whom these Presents Shall Come the Within named Andrew Nelles Sendeth Greeting whereas the within named Andrew Nelles for the Consideration hereinafter Mentioned hath agreed to assign over unto Absalom Shade of Galt in the Township of Dumfries in the County of Halton in the District of Gore and Province of Upper Canada Esquire his Executors Administrators and assigns the within mentioned Land Now these Presents Witnesseth that in pursuance of the Said Agreement and for and in Consideration of the Sum of Five Pounds lawful money of Upper Canada to me the Said Andrew Nelles in hand paid at and before the Sealing and delivery of these presents the receipt whereof is hereby acknowledged he the Said Andrew Nelles hath granted, bargained, Sold assigned, Transferred and Set over and by these Presents Sdoth grant bargain Sell assign transfer and Setover unto the Said Absalom Shade his Executors administrators and assigns all and Singular the Lands tenements and Premises in and by the within written assignment of Lease demised or mentioned or intended so to be with these and every of their appertinances and all the Estate Right Title Interest Term of Years to Come and unexpired Property Claim and demand whatsoever of the named Andrew Nelles of into and out of the Said Premises every or any part thereof together with the Original Indenture of Lease from the Late Captain Joseph Brant General Agent for the Six Nation Indians If the Same Shall hereafter be found To Have and To Hold the within described Land and all and Singular the Premises herein mentioned with their appertinances unto the Said Absalom Shade his Executors administrators and assigns acording to the terms of the said Lease and the within assignment made thereupon In Witness where of I Andrew Nelles have hereunto Set my hand and Seal at Blenheim this Twenty first day of November in the year of Our Lord one Thousand Eight hundred and thirty Four

Signed Sealed and Delivered
In Presence of
John Tennant
James Dalgleish

His
Andrew Nelles
Mark

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Upper Canada

Home District }
To Wit }

Before me Alexander McDonell Esquire one of His Majesty's Justices of the Peace in and for the said District personally appeared Bernard Turquand of the Township of York, Home District and Province aforesaid Gentleman who, being duly sworn upon the Holy Evangelist, deposeth and saith that the within Writing is a true and Correct Copy of the original document to the best of his knowledge and belief

(Signed) Bernard Turquand

Sworn before me at York in Upper Canada this thirteenth day of February 1833

(Signed) Alex. McDonell J.P.

Duplicate Original

Summons of Indian Chiefs to St. Regis to Bon Echerem's Bay Valley

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To all to whom these presents shall come

We the Sachems and Chief Warriors of the six Nations of Indians inhabiting and owning the Lands situate lying and being on the Grand or River Ouse in the County of Haldimand in the Province of Upper Canada send Greeting

Whereas His late Majesty did by a certain Instrument bearing date the Twenty fifth day of October in the year of Our Lord one thousand seven hundred and eighty four under the Hand and Seal of Sir Frederick Haldimand then Governor of Quebec allot and grant unto us upon the Banks of the said River running into Lake Erie six miles deep from each side of the said River beginning at Lake Erie and extending in that proportion to the Head of the said River, And whereas our Brother the late Captain Joseph Brant Thayendanegea, Sachem and Chief Warrior of the said six Nations our true and lawful Attorney did by an Indenture of Lease, secure unto the late Henry Nelles a Chaplain in the Indian Department a certain Tract of Land within the limits of our said Grant on the North side of the said River And whereas the said Henry Nelles did during all the Old French War as also that of the rebellion serve with our People and left the place of his Nativity and continued with us as our faithful friend until his death We the said Sachems and Chief Warriors have this day in General Council of our Nations in order to effect the Intention of our departed Brother Sachem, Chief Warrior and Attorney, and also as a manifestation of our esteem for our departed Officer, unanimously determined to Surrender to His Majesty the said Tract of Land that the same may be confirmed by Letters Patent under the Great Seal of this Province to the Sons of the said Henry Nelles. That is to William Nelles of the Township of Grimsby in the District of Niagara Esquire Abraham Nelles of the same place Esquire, and Warner Nelles of the County of Haldimand in the District of Niagara Esquire, Now Know ye that for the said good causes We the said Sachems and Chief Warriors in General Council of our Nations Have and each of Us Doth surrendered relinquished and yielded up and by these presents DO and each of us Doth surrender Relinquish and yield up unto Our Sovereign Lord the present King's most Excellent Majesty His Heirs and Successors All that certain parcel

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parcel or Tract of Land situate lying and being on the North side of the said Grand or River Ouse in the County of Haldimand in the District of Niagara and Province of Upper Canada and being within the limits of our said Grant and containing by admeasurement, Four Thousand Two Hundred and Fifty four acres be the same more or less and which is butted and bounded as may be otherwise known as follows, that is to say commencing at the corner between the land of Warner Nelles and George Cunningham on the Bank of the said River Then North 61° East 242 Chains Then North 29° West 172 chains and 60 links, Then South 61° West 248 chains and 40 links more or less to the River then down the River its courses and windings to the place of beginning, also commencing between the land of Warner Nelles and the said Cunningham - then North 61° East 75 chains then East 20 chains then South 61° West 75 chains more or less to the River then up the River its several courses to the place of beginning, Together with the Islands in front of the said Tract

And also all the Estate, right, title, interest, reversion, remainder, property, claim and demand whatsoever of Us the said Sachems and Chief Warriors of into or out of the same or any part thereof a parcel of the same for the express purpose and to the Intent that the same and every part thereof may be confirmed by Letters Patent under the Great Seal of this Province To the said William Nelles, Abraham Nelles and Warner Nelles their Heirs and Assigns for ever

In witness whereof We the said Sachems and Chief Warriors of the six Nations have in General Council hereunto set our hands and seals this fourth day of August in the year of Our Lord one Thousand eight hundred and twenty six

Signed Sealed and
Delivered in presence of
(Signed) Jno Mackay Capt 70th Foot Comdt
Signed, Thos Handcock Chaplain to the Forces
Do Garnett Lt H. Pay 49th Regt Barrack Master
Do Benj Fairchild Jun Dept

Dd to Colonel Dy Supt Genl Indn Affairs

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(Sd) Eghnawesa his X mark (L.S.)

(Sd) Deyonaghqueugh his X mark (L.S.)

(Sd) Eghsenghsegeaugh his X mark (L.S.)

(Sd) Kayenegeugh his X mark (L.S.)

(Sd) Etgotayenton his X mark (L.S.)

(Sd) Skanawatigh his X mark (L.S.)

(Sd) Jonanghyonh his X mark (L.S.)

(Sd) Konayegs his X mark (L.S.)

(Sd) Kanengakarens his X mark (L.S.)

(Sd) Onnel Konnigh his X mark (L.S.)

Sd Onentiongh his X mark (L.S.)

Sd Skakoyeghwatagh his X mark (L.S.)

(Sd) Shanontenghtha his X mark (L.S.)

(Sd) Deyathenegh Konh his X mark (L.S.)

(Sd) Otonthaerha his X mark (L.S.)

(Sd) Shoaents his X mark (L.S.)

(Sd) Ostinontawengh his X mark (L.S.)

Sd Dayshawegheas his X mark (L.S.)

(Sd) Deghanatagheneas his X mark (L.S.)

(Sd) Eghnisera his X mark

(Sd) Sakayenkevaraghton his X mark (L.S.)

(Sd) Deghsenakeine his X mark (L.S.)

(Sd) Onennaras his X mark (L.S.)

Sd Karonensseondon his X mark (L.S.)

(Sd) Shakokonyaghis his X mark (L.S.)

(Sd) Eghskenoghas his X mark (L.S.)

(Sd) Konstonk his X mark (L.S.)

(Sd) Onnighnakokwa his X mark (L.S.)

(Sd) Kanengskotongh his X mark (L.S.)

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Claim of Robt Biggar

No 148

Grand River Lands

February

1833

Transmits three Leases

held by Mr Robert Biggar

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Brantford 5th Feb'y 1833

Sir

I beg to enclose to your address three Leases held by Mr Robert Beggan of Mount Pleasant — one is from the Chiefs of the six nation Indians to Noah Nelland — the second is a transfer from Noah Nelland to Mr Beggan — and the third is from Joseph Brant to Joseph Smith, which Smith has transferred to Mr Beggan —

At the request of Mr Beggan I am to appear before the Indians of the six nations to make some explanations relative to the Leases adjoining Brantford —

I have the honor to be

Sir,

Your most obedient

Humble Servant

Lewis Burwell

Colonel Givins
&c. &c. &c.
Yk

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O.W.M.I.

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POOR COPIE

This Indenture made this Twenty second day of January in the year of our Lord one thousand eight hundred and Seven, between the Six Nations of Indians, residing on the Grand River, in the province of Upper Canada, Joseph Brant Principal Chief and agent for the said six Nations, duly authorized, in the name of them the said Six Nations, and in their behalf, to execute Leases of such parts and parcels of their Lands as by the said Joseph Brant shall be thought fit to be Leased of the one Part, and Joseph Smith residenter in the vicinity of Grand River & County of Haldimand Province aforesaid, husbandman, of the other part, Witnesseth, That whereas on the Twenty fifth day of October in the year of our Lord one thousand seven hundred and eighty four, at the City of Quebec, uppon the representation of the said Joseph Brant, in behalf of the said Six nations of Indians ~~to the late General Frederic Haldimand, then Governor and Commanderin chief~~ in consideration of the early attachment to the Kings cause manifested by the Mohawk Indians, and of the loss of their Settlement which they thereby sustained, by an instrument in writing, by him subscribed, with his seal at arms annexed, and since to wit, on the twentieth day of march in the year of our Lord one thousand seven hundred and ninety five, duly erregistered in the Secretarys office of the said Province of Upper Canada, Lib. A. Fol. eight, was pleased to grant appropriate and assign to them and such others of the Six Nations, as wished to settle in that quarter, six miles Deep from each side of the River ouse, or Grand River, at the mouth thereof, and extending in that proportion to the head of the said River, to be enjoyed by them and their posterity forever, reference thereunto being had, and whereas the said six Nations of Indians, by the said Joseph Brant their Agent aforesaid inconsideration of the rent, covenants and agreements herein after mentioned, reserved and contained on the part and behalf of the said Joseph Smith his heirs, executors, administrators and assigns, to be paid done and Performed have granted, demised, leased, let and to farm letten and by these Presents do grant, demise, lease, let and to farm let unto him the said Joseph Smith his heirs, executors, administrators, and assigns, all that certain tract or Parcel of Land being Part and parcel of the above described territory granted by the said Commanderin Chief to the said six nations as aforesaid, That is to say beginning at a stake by the said River, at the South East angle of the tract of land Leased William Kennedy Smith by the said six nations of Indians, and running thence north Twenty six Degrees East twenty six Chains Forty four links to a stake thence south thirteen Degrees thirty minutes West Twenty eight Chains Fifty links, to the more Bank to a stake, Thence up the said River to the first mentioned place of beginning, Containing by Admeasurement, Eight Acres of Land be the same more or less together with all the appurtenances thereunto belonging, to have and to hold the said tract or parcel of Land last above mentioned, unto the said Joseph Smith, his heirs, executors, administrators, and assigns, from the day of the date of these presents, for and during the full end and term of nine hundred and ninety nine years, from thence next ensuing, and fully to be compleat and ended; yielding, and paying therefor yearly and every year unto the said six nations or their agent for the time being, on the first day of January ~~pepper~~ corn if the same be lawfully demanded, and the Said six nations by the said Joseph Brant their agent as aforesaid do covenant grant and agree to and with the said Joseph Smith his heirs, executors, administrators, and assigns, payong the rent herein before reserved; and contained as is herein before expressed that he and they shall and may peaceably and quietly have, hold, Occupy, possess and enjoy the said tract and parcel of Land herein before last mentioned, granted and Demised, together with all the Priviledges and appurtenances

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thereunto in any wise belonging appertaining for and During the said term of nine hundred and ninety nine Years, herein before granted without the lawful let suit trouble molestation, eviction, expulsion, or interruption, of or by the said Six Nations of Indians, or any or either of them, or of or by any other person, or persons whomsoever lawfully Claiming, or to claim, by from or unders them, or any or either of them as by or With their or any of their privity, assent, consent or procurement, In Witness Wherof the Parties to these presents have hereunto interchangeably set their hands & Seals the day and year first above written

Sealed and Delivered

In the presence of us

Thomas Davis

Joseph his X mark Dequanyea (Seneca Chief)

W. R. Smith

J.P.

Joseph Brant

Jos. Smith

Know all men by these presents, That I the within named Robert Bigger, of Mount Pleasant, in the Home District, Gentleman, for and in consideration of the sum of ninety three pounds, twelve shillings and five pence lawful money of Upper Canada, to me in hand well and truly paid, at and before the ensealing and delivery of these presents by Col. Isaac Hellems of the Village of Ancaster, and District aforesaid, Merchant, the receipt whereof I do hereby acknowledge, and thereof do fully, clearly and discharge the said Col. Hellems his Executors, Administrators, and assigns, by these presents, have granted, and do by these presents do assign, transfer, and set over unto the said Col. Isaac Hellems his executors, administrators, and assigns, all the estate, right, title, interest, possession, term of years to come, claim and demand whatsoever, which I the said Robert Bigger now have, or may, ought, or should have or claim in or to the messuage and premises with the appurtenances within mentioned, and by these presents demised with the appurtenances unto mentioned, and held by the said Joseph or Joseph Brant, or any of them mentioned, and all the estate, right, title, interest, and term of years, to come of them, the said Joseph, Joseph Brant, or any of them mentioned, and all covenants unto the said Col. Isaac Hellems, his executors, administrators and assigns, of him and them ever hereafter and whereof during the residue of the said term by the said indenture of lease granted and yet to come and unexpired, to be holden, occupied, used and enjoyed as mentioned, in as large, ample and beneficial a manner to all intents and purposes as the said Robert Bigger now has, by virtue of the said indenture of lease and any thing therein contained to the contrary notwithstanding, under and subject nevertheless to the payment and performance of the rents, duties, charges and covenants in the said written lease mentioned

Witness my hand and Seal this eighteenth day of December in the year of our Lord one thousand eight hundred and seventy eight

Signed Sealed and delivered
in presence of

Robert Bigger

Captain Joseph Brant
Agent
To

Know all men by these presents that I Joseph Smith of the Township of Blenheim have bargained and sold unto Robert Bigger of the Township of Mount Pleasant Province of Upper Canada all my right and title to the tract of land mentioned in the within lease given under My Hand and Seal at Blenheim this twenty sixth day of June One thousand eight hundred and seventy nine

In the Presence of

Allan R. Smith

Joseph Smith

John Bigger

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Robert Beggs
Lease - 999 Years
Adjoining Brantford
Transferred from
Joseph Smith

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No. 149
Michael Donahue
18 January 1833.

Claim to occupy certain
Indian Lands.

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Brantford 18th January 1833

Sir,

Agreable to your advertisement of the 26th November last 1832, I herewith transmit to you the Evidence of my right of possession to the South half of lot No. 30, in the first Concession of the Indian Lands South of Dundas Street, the same being the possession of Peggy Cotter an Indian Woman, which, although embraced in the Ground now surrendered to the Government for the purpose of being sold, was by Special agreement between the said Peggy Cotter and the Chiefs of the Six Nations reserved from sale, until she thought fit to sell her improvements - which you will see by the accompanying agreement she has done - and for which I am paid her the sum of £12.10/. Currency -

My request is that as such were her reserved rights before the said Ground was surrendered to the Government, that His Excellency the Lieutenant Governor will allow me to purchase the right of soil without subjecting my improvements to sale at auction - As soon as His Excellency's pleasure is known upon the subject, I beg you will inform me by Letter - and I can be allowed to purchase, I am ready to pay the first instalment at any time it may be required -

I have the honorable
Sir,
Your Obedient
Humble Servant
his
Michael X Donohue
mark

Col. Givins
C. S. I. a.
&c &c
&c

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Brantford 18th January 1833

Sir,

For your information, I beg leave to say that the statement above made by Michael Donohue is correct and to which I can testify under oath if necessary - being present at the Indian Council at the time the Surrender was made - I am also a Witness to the agreement between the parties - and saw the said Donohue pay the sum of £12.10/ in cash, as specified in the agreement.

I have the honor to be
Sir
Your most obedient
Humble Servant
Lewis Burwell

Colonel Givins
C. S. I. affairs
&c &c
York

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Peggy Cotter
to
Michael Dowlen
Sale of possession
of S.½ No. 30 - 1st Cord
Indian Lands
Dated 5th Nov. 1832

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Know all men by these presents that I
Peggy Cotter an Indian Woman of the Mo-
hawk tribe of the six nations residing on
the Grand River Tract in the District of Gore
in the Province of Upper Canada, have, and
by these presents do, for and in consideration
of the sum twelve pounds ten shillings
Provincial Currency, sell, surrender, and set
over unto Michael Donohue of the same
place, all my right, title, interest, property
claim and demand whatsoever, either in
Law or in Equity, of and to the South half
of Lot number thirty in the first Concession
of the Indian Lands South of Dundas Street,
as surveyed by Mr Deputy Surveyor Lewis
Burwell, containing one hundred acres
of Land, more or less - and further, and
for and in consideration of the sum of
I hereby acknowledge to have received,
bind myself under penalty of the sum
of twenty five pounds of like Canadian
money, to give up the possession of the
same, with all its appurtenances, on the day
of the date of these presents, unto the said
Michael Donohue. and further that at
the expiration of three weeks from and after
the date of these presents, I will under the

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above penalty ~~[illegible]~~, ~~or~~ take away from
and off of the said premises all my
Goods and Chattles, and also leave the
said premises myself. and for the right
to occupy the said premises for the above
term of three weeks I hereby acknowledge
myself as the occupant as the tenant
under sufferance of the said Michael
Donohue - In witness hereof I have
hereto set my hand and seal at Brantford
this fifth day of November in the year
of our Lord one thousand eight hundred
and thirty two -

Signed, Sealed and delivered
in presence of

Peggy her Cotter
mark

[illegible]

Prien his Van Paten
mark

Indian Affairs (RG 10, Volume 105)

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CANADA

POOR COPIE

No. 150
Mr. John Fleming
Brantford 11 Jany 1833.

Respecting claims on the occupancy of certain Lots of Lands belonging to the Six Nation Indians

Answered the 14 Jany. & acquainted him that his claim cannot be entertained unless upon a written agreement

454

Indian Affairs (RG 10, Volume 105)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA
POOR COPIE

Brantford 11th January
1833

Sir,

I beg to inform you that I am settled on lot number Seven in the Gore of the Indian Lands North side of Dundas Stret, and on lot number forty one in the first Concession South of Dundas Stret, - I have on the Goar lot No 7. a log house and four acres & clear ground - and on No 41 - about Eight acres of improvements and a log house - I have no lease for the ground - finding the lands vacant, and being informed by the late Capt. John Brant that no one had any claims to the Land, I settled on it with the intention of purchasing at auction when the lands were offered for sale - and now stand in readiness to purchase. -

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CANADA
POOR COPIE

I have since learned that Mr Augustus Jones or some of his family are setting up claims to the land — And as soon as the pleasure of the Government is known I will be much obliged if you will inform me. and I shall then arrange my business concerning the lands accordingly.

I have the honor to be

Sir

Your most obedient

Humble servant

John Fleming

Col: Givin

Chief Supt. I. Affairs

&c. &c.

York

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CANADA

POOR COPIE

457

Paris
5 Jany

Hon. Col. Gevers
York

Mr. William McAlister
1151 Rose Street
January 1833

Transmits the Copy of
a Lease held by him
from the Grand Rivers
Indians

Answered 3 Jany — Acquaintance
with that his Original
must be produced —

Indian Affairs (RG 10, Volume 105)

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CANADA

POOR COPIE

To The Hon. Lt. Govern

Wentworth 1 Jan. 1833

458

Sir having seen in a York papper a Notice requesting those having Claims on the Indian Lands lately Surveyed by Lewis Burwell Esq. to make application to your Honr. I therefore having a claim on said lands by 21 year Lease do inclose to your Hon a copy of said Lease as follows.

This Indenture made the second day of Jan. in the Year of our Lord 1826 Between the Six Nations of Indians residing on the Grand River in the province of Upper Canada, by their undersigned principal Chiefs of the one part and William Mc Alister of Mount Pleasant in the County of Wentworth Esquire of the Province aforesaid Yeoman of the other part,

Witnesseth that the said Six Nations, by their undersigned principal Chiefs, for and in Consideration of the rent Covenants and agreements hereinafter reserved and mentioned on the part of the said William Mc Alister his Executors administrators and assigns to be paid kept done and performed, have and each and every of them hath leased demised set and to farm let and by these presents do and each and every of them doth lease demise set and to farm let unto the said William Mc Alister and to his executors administrators and assigns All and singular that certain tract or parcel of Land (being part of the Grand River Tenitory belonging to the Six Nations aforesaid situate lying and being on the Grand River in the County of Wentworth aforesaid, and may be further known and distinguished as follows that is to say; Commencing at the North East angle of a certain tract of Land leased to Roswell Stephens by an Indenture bearing date the nineteenth day of May 1807 then South fifteen degrees forty Minutes East thirty nine Chains more or less to the South East corner of Lands now in possession of Wm. Lewis then North 78 deg. 30 Min. East 52 Chains 10 Links to a Stake, then North 15 deg. 40 Min. West fifteen Chains more or less to the South Bank of the West Branch of the Grand River then crossing said River to the North Bank of said River then following said North Bank down Stream the several courses and distances thereof to the allowance for Road on the Governor Road or Dundas Street then South 78 deg. 30 Min. West 52 Chains 10 Links more or less to the place of beginning containing by admeasurement 200 Acres be the same more or less, or however otherwise the same premises are or ought to be abutted bounded or described. Together with all the Waters and appurtenances thereof, and the privilege of taking and using wood from any unleased part or parts of the Indian Tenitory

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CANADA

POOR COPIE

for the use of the dwelling house and distillery which are contemplated to be built upon the hereby demised premises, and also for fencing the same during the continuance of this demise; if such unenclosed parts of such Territory shall so long continue unlet and not otherwise — And allso the right of pre-emption or prior purchase in case the Six nations shall ever come to a determination and be enabled to sell their lands on the Grand River aforesaid; And if the said Six Nations shall not absolutely sell and dispose of their lands, then the Lessee and representatives shall have the prior right to a new and; if possible, to a more extended Lease of the hereby demised premises and the appurtenances thereof To Have and to hold all and singular the land and premises Rights Members priviliges and appurtenances hereby leased and demised or intended so to be unto the said Wm. Mc Alister his Executors administrators and assigns from the day next before the date hereof for during and unto the full end and term of 21 Years to be from thence next ensuing fully completed and ended; Subject nevertheless to the payment of all taxes and all other legal and equitable payments whatsoever wherewith the premises shall become charged and chargeable during the continuance of this demise: And yealding and paying therefore unto the principal Chief of the said Six Nations for the time being his successors and assigns yearly and every year during this continuance of this demise, in one entire payment on the last day in each year thereof (in clean and Merchantable Grain on the premises at the Cash Market price current at Brantford when due the annual Rent or sum of Three pounds Ten shillings province bury for the premises aforesaid, clear of all deductions whatsoever, which annual rent and taxes and other legal and equitable payments the said Wm. Mc Alister doth hereby for himself his executors administrators and assigns agree and covenant, with the said Six Nations, to pay or cause to be paid according to the reservation aforesaid and the true intent and meaning of these presents — And the said Wm. Mc Alister doth hereby for himself his executors administrators and assigns agree and covenant with the said Six Nations generally, and with their

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CANADA

POOR. COPIE

principal Chief for the time being, his successors and assigns
in particular That he said Mr Alister and representatives shall
and will peaceably and quietly yield and deliver up the possession
of the premises and the fences thereof in repair unto the said
Six Nations, at the end or other sooner determination of this
demise. And that he and they shall not and will not sell or
give away any timber or wood whatsoever from off the premises
hereby demised or from any other part of the Indian Terri-
tory to the which the wood-bote or wood leave herein given
shall or may extend but that in case the yearly rent herein
reserved or any part thereof shall be behind or unpaid for
the space of forty days next over or after any of the days or
times of payment whereon the same ought to be paid according
to the reservation aforesaid the same being first lawfully demanded
then this Indenture and every matter clause and thing herein
contained shall cease - determine and become null and void
to all intents and purposes whatsoever any thing herein before
contained to the contrary notwithstanding and if default shall
be made in payment of the rent as aforesaid then the said
Six Nations or their principal Chief for the time being shall
and may enter into any part of the premises in the name of
the whole with the appurtenances and the same shall then
again retain repossess and enjoy as in their first and former
Estate But on the contrary if the said Mr Alister and
representatives shall well and truly do pay and perform
as aforesaid then he and they shall hold and enjoy all the
said demised premises during all the term aforesaid, without
any let hindrance interruption or disturbance whatsoever
from by the said Six Nations or of or by any other persons
persons whomsoever In witness whereof the said parties
to these presents have hereunto set their hands and seals
the day and year first before written as they have like
wise done to a counterpart thereof

In presence of Wm Parker
Jos. Thompson
Lt Col. Graves

Joseph Reed
Jas. Thompson
Joseph Read

Jacob Lewis P. Chief
Joseph Hess
W. Hess
Joseph Capitater

Wm Alister

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CANADA

POOR COPIE

461

No 952

Indian Vandermeer 1832

Re Volunteers 24th December ~~1836~~ papers regarding a lease from A. Hill Six Nations Indians

Dec 24

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CANADA

POOR COPIE

Brantford 24th December 1832

Sir,

In reference to your advertisement in the Upper Canada Gazette of the 26th ulto. I beg leave to Endorse by you a Lease for a portion of the Lands of the Six Nations Indians in the vicinity of the Grand River, given by the late Henry A. Hill of the Mohawk Tribe of the said Six Nations, to Robert Nelles Esq., who has transfered his right to the same to me, by Endorsement on the back of the Lease.

As no survey had been made at the time of the giving of this Lease, the Ground I occupy, and am in possession of, does not Exactly Correspond with the description given in the Lease, but nearly so.

According to the Survey of these Lands by Mr. Deputy Surveyor Lewis Burwell the Lands I am in possession of Embraces the East half of lot No. 2, and the whole of lot No. 3, in the 5th Con. South of Dundas Street, and also the small Gores opposite the same in the 4th Con. South of Wheler Douglas 999 Year Lease tract, - but the Gore on No. 3. in the 4th Con. measures only 8 C. 32 D. in front, being bounded on the East by the Road leading from the Village of Springfield. The whole of my possession Embraces about 378 acres.

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CANADA

POOR COPIE

My improvements are on the Gore in the 4th Concession, and on the North Ends of the lots in the 5th Concession. On the whole I have 150 acres of good improvement, besides a large framed house and Three Barns. My improvements are worth to me about £875 Currency. My House has been twice burned down since I have been on the premises, and as often rebuilt.

I have regularly paid the rent for the premises up to the present time. And my desire is, that when these Lands are Sold for the benefit of the said Six Nation Indians, I may be allowed to purchase the Gore lots in the 4th Con.n and the North Ends of the lots in the 5th Concession without having my improvements exposed to sale by public auction.

As soon as the pleasure of the Government is known upon the subject, I will be much obliged to you, if you will be kind enough to inform me.

I have the honour to be

Sir,

Your most obedient

Humble Servant

John Van Arman

Col.o Givins
Chief Sup.t Ind.n Affairs
York

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CANADA

POOR COPY

Brantford 24th December 1832

Sir,

I beg to be permitted to say that from my knowledge of Mr John Vanmons Circumstances, I believe the statement he has made in the preceding letter to be Correct.

He is an industrious man – keeps a good Inn on the premises – and is a valuable settler.

I have the honor to be

Sir

Your most obedient

Humble Servant

Lewis Burwell

Col.° Givins
C. S. I. A
&c. &c.
York

Indian Affairs (RG 10, Volume 105)

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CANADA

POOR COPIE

Lease 21 years
Henry Aaron Hill
to
Robert Wolverton

465

I assign over all my right and title to the within
to John Vannorman it being for valuereceived as
witness my hand
witness Present
John Fulkerson
Robert Wolverton
November 17th 1829

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CANADA

POOR COPIE

466

This indentur made the tenth day of July in the year of our Lord one thousand Eight hundred and twenty nine betwene Henry A. Hill of the county of wintworth in the dicstrict of gore and Provinnce of upper canada and by birth of the mohawk tribe of indians residing and owning a certain part of a tract of lands on the grand river cauld the in the county aforesaid former of the first part and Robert Wolverton of the distrect of London and in provernce aforesaid farmer of the second part witnessth that the aforesaid Henry Aaron Hill of the first part that for and in concideration of the yearly rents hereinafter mentionds and agred to paid observd and pirformed by the said party of the first part haith granted demised beased let and to a farm letten unto the aforesaid party of the second part and by these presents doth grant demise Leas let and to farm Leten unto the said party of the second part his heirs Exececthors administrators and assigns all that part or persol or tract of Land it being a certain part of the aforesaid teritory of Land belonging to the six nations of indians residing on the said grand river and it being also a certain part or portion of she said Land as belonging to the party of the first part known as follows that is to say Liying of the road Leading from Brantford to Burford and adjoining plumer burlys Leased farm and runing in the same corse and direction and beeing twenty five chane wid and extending Eighty chanes in Lenth containing about two hundred acors of Land be the same more or Les to have and to hold the granted demised primeses with the aportaince unto the party of the second part his heirs and aseigns for and during the full tirm of twenty one years from the date heareof then to be ended and compleated his yealding and paying the yearly rents of Eaighteen bushels of good wheat deliverd at the brantford mills or Eaighteen dollers at the end of each and evry year and it is further covenented and agread that the said party of the second part paying the aforesaid rents that he shall and may quietly and Peaceabely have hold occopy and poses the aforesaid primeses during the aforesaid tirm of twenty one years unmolested by the said party of the first or any other person haveing any clame or right there to as witnes our hands and seels

Witness Present

Christopher Smith

Ann Smith

Henry A. Hill

Robert Wolverton

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CANADA

POOR. COPIE

467

Harry Hotchkis
23d January 1833
No 153
Claim to Grand River
Lands — Paid 7

24
Jany
33

J Geveris Esquire
C S I. A

York

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ARCHIVES PUBLIQUES
CANADA

POOR. COPIE

Grand River n Mount Pleas^t 23 Jany 33

Sir,

I beg leave to report myself as occupying the South end of Lot No 7 on the road leading from Brantford to Burford containing about Ninety Acres of Land, and have made improvements on the same with permission and consent of Jacob Lewis one of the Principal Chiefs as will appear by the annexed Copy of Letter which I have in my possession —

Copy "

Grand river March the 24th 1832

" Mr Hotchkes — Dear Sir —

" I understand that you are alarmed respecting
" your improvement it shall not be taken from
" you if the Lands is sold and you do not bye
" it your self I will se that you have Pay for
" the Betterments if you sell the improvement
" to a good industrious man I shall have no ob-
-jections to do the same, by him

Yours with

signed Thomas Cook

signed Jacob his + mark Lewis

and remain, Sir,

Your humble Servant

Harvey his × mark Hotchkes

To
J Gwins Esq
C S I A
York

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ARCHIVES PUBLIQUES
CANADA

POOR. COPIE

469

S. No. 1540
Thomas Lee
Mount Pleasant
27 January 1833
Claim to occupation
of certain Grand Rivers
Lands —

24
Jany
33

Con^t Givins,
C. S. I. A.
York

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CANADA

POOR. COPIE

Mount Pleasant 23rd January 1833

Sir/

I reside on a piece of Land, on the Indian Reservation being the South end of Lot No 6 on the road leading from Brantford to Burford, containing about Eighty Acres, with the permission of Jacob Lewis one of the Chiefs – as per copy herewith sent –

Copy " I hereby certify to all who it may Confer that I
" have given Thomas Lee Liberty to go on and improve
" a Lott of Land neare Harry Hotchkiss and Whear the
" said Thomas Lee has made an improvement. I hereby
" forbid all other Persons medling with said Lott till
" further orders Dated at Mount Pleasant this third
" day of September Eighteen hundred an thirty one

Signed) Thomas Cook signed Jacob his + cross Lewis

and am Sir

Your humble Servant
his
Thomas X Lee
mark

To
J Givins Esquire
C.S.O.A
York

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CANADA

POOR COPIE

471

Grand River Land Claims

No 155.

Major Westbrook

Jan'y 1832(?) or
1852(?)

Vide 6716/53 (Reg. 1852-56)

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CANADA

POOR COPY

No. 156

Original Documents
belonging to
James Hunter
Claimant for
Grand River Lands

Forth Tustees of
the Ottawas

Delivered by Mr.
Wilson M. P. P.
on the 28 Jany.
1833

472

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CANADA

POOR. COPIE

Lewis Burwell
and
James Hunter
Agreement
Dated 11th April 1832

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CANADA

POOR COPIE

474

Articles of agreement made and entered into the Eleventh day of April in the year of our Lord one thousand eight hundred and thirty two, by and between Lewis Burwell of Brantford in the Gore District of the Province of Upper Canada Provincial Deputy Surveyor of the one part and James Hunter of Grimsby in the Niagara District Yeoman of the other part witnesseth, that the said Lewis Burwell for and in consideration of the Covenants, engagement, conditions and agreements hereinafter mentioned to be performed on the part of the said James Hunter doth Covenant, promise and agree that he will, when and so soon as the sum shall be paid for by the said James Hunter in manner hereinafter mentioned, sign, seal and duly execute and deliver, or cause or procure to be duly executed and delivered unto the said James Hunter his heirs and assigns for ever, a good and sufficient Warrantee Deed in fee simple, such as shall be valid in the Law for lot number thirty five, containing two hundred acres of land, on the south side of Dundas Street in the tract of land recently surveyed by the said Lewis Burwell, by order of John Brant Esquire, Superintendent of the Six Nation Indians, dated at the Mohawk village the twentieth day of April one thousand eight hundred and thirty one.

And the said James Hunter doth for himself and on his part, and for and in consideration of the Covenants, engagement, conditions and agreements above mentioned to be performed on the part of the said Lewis Burwell, Covenant, promise and agree that he will pay or cause to be paid unto the said Lewis Burwell, or to the Executive Government of this province if required, for each and every acre of the above mentioned lot of land such sum or sums of money as the adjoining lots on the East and West sides of the same shall be sold for by public auction by the Executive Government of this province, and in manner following, that is to say- the sum of Seventy five pounds currency at the sealing and delivery of these presents- and further, that he will on the first day of August next pay unto

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CANADA

POOR COPIE

the said Lewis Burwell the further sum of twenty five pounds Currency- and further that he will on the first day of January next pay unto the said Lewis Burwell the further sum of twenty five pounds Currency- and further that he will on the first day of April Eighteen hundred and thirty three pay unto the said Lewis Burwell the rest residue and remainder of the monies which then may remain due and unpaid for the said lot of Land, estimating the value of the same in manner aforesaid-

Provided nevertheless that if the said Lewis Burwell shall not be employed by the said six nation Indians as a Surveyor, nor Command at such times as the above mentioned sums Money or payments become due, or are by him demanded to be paid- produce the certificate of the said Superintendent of the said six nations certifying that he has performed services as a Surveyor for the said six nations, to the amount that may at the time of such demand or demands be already paid and due,- that then the said James Hunter shall be required pay the said sums Money, and each and every of them unto the executive Government of this province, until the value of the said lot of Land shall be accounted for and discharged.-

In witness whereof the parties hereby bind themselves, their heirs, Executors and administrators each to the other in the penal sum of five hundred pounds Currency.- and have hereunto set their hands and seals the day and year first above written.-

Signed, Sealed and delivered in presence of.

Lewis Burwell

James Hunter

Received on the day of the date of the above written agreement of and from the above named James Hunter the sum of Seventy five pounds Currency being the first payment above mentioned to be paid to me.

£75.0.0 Cy-

Witness-

Andrew Hunter

Andrew H Hunter

Lewis Burwell

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CANADA

POOR COPIE

476

Wellington Square
12th April 1832

Mr. James Hunter
Sir,

I will hold myself responsible to you for such sum of money as you may advance to Mr. Lewis Burwell in closing a bargain with him for the lot of Land on Dundas Street on the Indian Lands.

I am Sir
Yours &c. &c.
J. Brant

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CANADA
POOR COPIE

Received from the within mentioned James Hunter Seventy five Pounds Currency on account of the Sale of the Lot of Land mentioned in my agreement with the said James Hunter — the same being Receipted on the agreement on the day of the date of the same Hamilton 12th April 1832

£75-0-0 Currency

Lewis Burwell

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CANADA

POOR COPIE

N.º 157

Mr. Wm. Home

Brantford

31 Decr. 1832

Applies to purchase land upon the Grand River

To Col. Girard
Indian Agent
Wyndham

31 Dec 32

L

Indian Affairs (RG 10, Volume 105)

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CANADA

POOR COPIE

Brantford 31st December 1832

Sir,

In consequence of an advertisement inserted by you in the Upper-Canada Gazette respecting the occupation of land belonging the Six Nation Indians on the Grand River by white inhabitants I take the liberty of informing you that I at present lease two small parcels of land being part of the Indian territory — One parcel I rent from the widow of the late Capt. Joseph Brant of 56½ acres, — the other from Oneida Joseph of 68¼ Acres, each lease for the term of 21 years from the 1st of January 1830 — These leases I do not consider as giving me any title to the soil but merely as a protection from molestation by the Indians and subject at any time to such regulations and Orders as the government may think fit to establish respecting the Indian Lands on the Grand River. —

The above mentioned parcels of land form part of the tract known as the Big-Bend situated on the Grand River about one mile above the town of Brantford. This tract was surveyed and divided into four portions at the first settlement of the Indians by order of the late Capt.n Joseph Brant and allotted as follows. —

Oneida Joseph. —	250 Acres
Capt.n Joseph Brant. —	142 "
Peter Powlas. —	142
Samuel Spring. —	142
Total	676.

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CANADA

POOR COPIE

Daniel Springer's portion is now owned by his nephew John Hill — upon each of these allotments some improvement has been made and the respective Indian owners are at present disposed to sell them to me — that is their improvements and individual right of possession — I should not consider the purchase of these individual rights as giving any further claim than the right of occupation so long as the Indian lands continue under the present system of management, and I would at any future time hold myself ready to pay the amount of valuation that the government may think right on extinguishing the Indian title and giving a patent for the land in fee simple —.

I do not wish to proceed in the purchase of any of these allotments unless His Excellency the Lieutenant Governor or those having the present management of the Indian territory assent to my doing so — I would remark that no improvement of consequence can safely be made under the present mode of leasing for 21 years but should the government give their consent for my purchasing the individual Indians title I would immediately put the whole tract in a train of extensive improvement. —

You would much oblige me by as early an answer as convenient as my present intention of purchasing must remain in suspense until I hear from you —

I am Sir
Your Most Obt. Servt.
Wm. Home

To Col. Givens
Indian Depart.
York

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CANADA
POOR COPIE

√ No. 158 1832

Claim of Darwin Waterhouse
to
Grand River Lands

29th Decr 1832

481

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CANADA

POOR. COPIE

Brantford 29th December 1832

Sir,

In compliance with your advertisement of the 26th November last in the Upper Canada Gazette, I herewith enclose to you a Lease given to me by Eleanor and Joseph Latridge of the Six Nation Indians for the term of Twenty one Years. The Lease is for a parcel of Ground which the Lessors have for years occupied as their own farm by Consent of their Brethren of the Six Nations. And supposing they had a right to leave their possession I took the Lease from them, with the intent to surrender it up at the expiration of that time. The Ground is situated on the East side of the Grand River between the Town of Brantford and the Mohawk Village. Since coming into the possession of the premises I have made about fifteen Acres of improvement, and should be glad to be allowed to possess the premises during the Continuance of the Lease.

As soon as the pleasure of the Government is known I will be much obliged if you will be kind enough to inform me.

I have the honor to be
Sir,
Your very Obt. Servant
Darwin Waterhouse

Col. Givins
C. I. A.
Yonge
York

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CANADA
POOR COPIE

This Indenture made the tenth day of October, in the year of our Lord, One Thousand Eight Hundred and Thirty One Between Eleanor Brant otherwise Latridge, with consent of Joseph La:tridge, one of the Mohawks or Six Na:tion Indians residing on the Grand River Territory in the District of Gore, and Pro:vince of Upper Canada On the one part and Darwin Waterhouse of the Grand River Territory residing near the village of Brantford Farmer On the other part, Witnesseth, That is to say the said Eleanor Brant with con:sent foresaid of Joseph Latridge her Husband for and in consideration of the Rents Covenants, and agreements, herein reserved and mentioned on the part of the said Darwin Waterhouse to be paid kept and performed as aftermentioned hath Demised, Leased, and Sett, and to Farm Letten, unto the said Darwin Waterhouse his heirs, Executors, Administrators and Assigns All and Singular, That Farm or Tract of Land, being part of the Grand River Territory lying to the South, or below the Farm presently occupied by Margaret Brant otherwise Lewis and Let by her and her said Husband to William Douglas Dutton of Brantford Tavern Keeper, which said Farm consists of One Hundred and Fifty acres of unim:proved Land, and bounded by a Fence to be immediately raised thereon, and which Tract of Land hereby Leased with the appurtenances unto the said Darwin Water:house and his foresaids from the first day of March next ensuing, in the year of our Lord, One Thousand Eight Hundred and Thirty Two, and for and during the Term of Twenty One Years, to be from thence ensuing fully completed and ended, subject never:theless

15 a

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CANADA
POOR COPIE

Lease

By

Mrs Eleanor Brant
and Husband
To

Darwin Waterhouse

October 1831

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ARCHIVES PUBLIQUES
CANADA

POOR COPIE

This Indenture made the tenth day of October, in the year of our Lord, One Thousand Eight Hundred and Thirty One Between Eleanor Brant otherwise Latridge, with consent of Joseph Latridge, one of the Mohawks or Six Nation Indians residing on the Grand River Territory in the District of Gore, and Province of Upper Canada On the one part and Darwin Waterhouse of the Grand River Territory residing near the Village of Brantford Farmer On the other part, Witnesseth, That is to say the said Eleanor Brant with consent foresaid of Joseph Latridge her Husband for and in consideration of the Rents Covenants, and Agreements, herein reserved and mentioned on the part of the said Darwin Waterhouse to be paid kept and performed as aftermentioned hath Demised, Leased, and Sett, and to Farm Letten, unto the said Darwin Waterhouse his heirs, Executors, Administrators and Assigns All and Singular, That Farm or Tract of Land, being part of the Grand River Territory lying to the South, or below the Farm presently occupied by Margaret Brant otherwise Lewis and Lot by her and her said Husband to William Douglas Dutton of Brantford Tavern Keeper, which said Farm consists of One Hundred and Fifty acres of Uncultivated Land, and bounded by a Fence to be immediately raised thereon, And which Tract of Land hereby Leased with the Appurtenances unto the said Darwin Waterhouse and his foresaids from the first day of March next ensuing, in the year of our Lord, One Thousand Eight Hundred and Thirty Two, and for and during the Term of Twenty One Years, to be from thence ensuing fully completed and ended, Subject never-the-less

15 a

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POOR COPIE

:theless to the payment of all Taxes, and all other legal and equitable payments whatsoever wherewith the Demised premises shall become chargeable, during the continuance of this Lease, and subject also to the payment of Five Pounds Provincial Currency on the first day of March yearly, unto the said Elenor Brant otherwise Latridoe her heirs Executors and Assigns, which Annualrent Taxes, and other payments, the said Darwin Waterhouse, doth hereby for him his Heirs and Executors agree and Covenant to pay or cause to be paid, according to the reserva: :tion aforesaid, and the true intent and Meaning of these presents;

Nelly Lalendge

John Hopkins

Joseph his x Lallendge mark

Ensign Buck

Indian Affairs (RG 10, Volume 105)

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POOR COPIE

N. 159
Mr. Henry Pearson
18 January 1833.

Claim to occupy Indian Lands. —

Answered 23d Jany. & acquainted him that he must produce the original of the agreement

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CANADA

POOR. COPIE

18 Jan 1833 487

Know all men by these presents that
John Whitfield of the Village of Brantford in the
County of Wentworth, District of Home and Province
of Upper Canada, are held and firmly bound
by these presents, to Henry Peirson of the same
place in the penal sum of one Hundred pounds
Lawful money of our said Province, to be by me
my heirs, executors, administrators and assigns
well and truly paid to the said Henry Peirson
his heirs executors administrators and assigns.

Now Know ye that the true intent and
meaning of this obligation is such, that if the
within named Henry Peirson doth well and
truly pay or cause to be paid unto the within
named John Whitfield the full and just
sum of twenty five pounds for which he
acknowledges the receipt of the said Henry
Peirson's Promissary notes payable in the following
manner - to Wit - First note payable in ten
days from the date of these presents for the sum
of two pounds - Second note payable in
sixty days from date for the sum of four
pounds five shillings - Third note pay-
able on the first day of January 1832 for
Twelve pounds ten shillings - and the fourth
and last note payable first day of July
1831 - for six pounds five shillings, without
any deduction whatsoever - Then I the within
bounden John Whitfield, bind myself my
heirs, Executors, Administrators or assigns, to
make or cause to be made a good and
sufficient Lease unto the within named
Henry Peirson, his heirs, Executors, admin-
istrators or assigns, of all that tract or parcel
of land, situate lying and being on the Grand
River, and may be better known by reference
to an Original Lease from John Seguar to

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to William Parker dated 29th Decr. 1830, in which Lease the aforesaid John Lequars, Leases to the said William Parker for the term of twenty one years, a Certain farm, situate on the Grand River aforesaid, adjoining the Farms of Thomas Davis, Joseph Bearfoot and Deborah Hill, all of the aforesaid District, containing by admeasurement about acres of Land with the appurtenances thereunto belonging.

Now if the within named John Whitfield on his part doth well and truly perform all of the within - and the said Harry Pearson doth well and truly perform on his part all of the within - then this obligation to be null and void and of no Effect - Otherwise to remain in full force and virtue.

In testimony whereof the said parties to these presents, have hereunto set their hands and seals at Brantford this twenty fifth day of March one thousand eight hundred and thirty one -

Signed sealed and delivered in presence of
Signed/
F. Geoward
Sig/
Henry F. Fay

Signed/
John Whitfield
by request
Henry F. Fay - L.S.

Signed/
Henry Pearson L.S.

I hereby Certify that the above is a true Copy of the Original in all its particulars -
Brantford 18th January 1833 - Lewis Burwell

Indian Affairs (RG 10, Volume 105)
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CANADA
POOR COPIE

Brantford 18th January 1833

Sir,

In accordance to your advertisement of the 26th November 1832 in the Upper Canada Gazette, I beg herewith annexed to transmit to you a copy of my right of possession to a parcel of the Indian Lands on the Grand River, which by referring to the Plan of the Survey of Mr. Deputy Surveyor Lewis Burwell, falls on the broken lots No. 23 and 24. in the 3d Concession South of Dundas Street, on the west side of the Grand River.

In getting the possession of this parcel of Land, I had no disposition to interfere with the right of the Indians - my only object was to occupy the Farm for the term of years specified in the agreement, for which I am bound to pay a fair consideration. I believe it falls within the limit of that parcel lying on the Grand River which the Indians intend reserving from sale.

As soon as the pleasure of the Government is known, I beg you will be kind enough to inform me by Letter.

I am
Sir,
Your most obedient
Humble Servant
Henry Pearson

Colonel Givins
C. S. S. A
&c &c
York

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CANADA
POOR COPIE

No 160

M. Lambert Lovell

7 January 1833

Respecting Lands occupied by him belonging to the Six Nation Indians

Answered 14 Jan.y 1833

Acquainted him that he must produce a written agreement

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CANADA

POOR COPIE

Brantford 7th Jany. 1833

Sir,

I beg to inform you that I have been in possession of a paral of Ground of the lands of the Six Nation Indians for about five years by consent of the chiefs living near Brantford without Lease, to whom I have annually paid £5. Rent.

By the Survey which Mr Deputy Surveyor Lewis Burwell has recently made for the said Six Nation Indians my improvements fall on the North Ends of lots No. 5. and No. 6, in the fifth Concession South of Dundas Street on the west side of the Grand River. My possession embraces the East half of No. 5. and the whole of No. 6, making 150 acres — I have 85 acres of good improvement — a log house and a large framed Barn. My desire is to purchase the right of Sail, if the lands are ever offered for sale —

As soon as the pleasure of the Government is known, I will be much obliged if you will be kind enough to inform me by Letter.

I have the honor to be
Sir,
Your very obedient
Humble Servant
Lambert Cowell

Col. Givins
C. S. I. A.
&c &c
York

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Enos Burrell.

24 May 1822

6 2

Enos Bunnell

492

WB original
claim not yet
investigated
W.H.

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CANADA

POOR COPIE

493

In Witness whereof I have hereunto set my hand
at the Grand River this fourth day of February in the year of our
Thousand eight hundred & Twelve
In presence of us

Enos Bunnill

Stephen Carpenter

Know all men by these presents that I Susannah Hull
[illegible] Erra Hawley deceased and Wife
of Henry Hull of the Town of Fishkill and County of
Dutches and State of Newyork for and in Consideration
of the Sum of Eigty seven pounds five Shillings lawful
Money of Upper canada to me in hand
well and truly paid before the ensealing and delivery of
these presents by Daniel Cook of the Township of Haldima
and District of Gore and province of Upper Canada have signed
over and forever quit Claims to all my Right Title Claim or
Demand to any part or parts of the within described Premises
and I hereby bind myself and my Heirs Executors and
Administrators to warrant and [illegible]
the Said [illegible] Daniel Cook his Heirs and Assigns to
their own proper use Behoof against any Person or Persons
who may offer to claim the Same except the Government
of the Said Province In Witness whereof I have hereto
Set my hand and Seal this Eighteenth day of May
in the Year of Our Lord one thousand Eight hundred and
Twenty two

Susannah Hull
Henry Hull

In presents of us
Abraham Cook
Esther Cook

1 of

Know all men by these presents that I Daniel Cook
of the Township of Haldimand District of Gore and province
of Upper Canda for and in Consideration of the Sum
of Eigty seven pounds five Shillings lawful Money of
Upper Canada to me in hand well and truly paid before
the ensealing and delivery of these presents by Henry
Hull of the Town of Fishkill and County of Dutchess
and State of New York have signed over and for ever quit
Claims to all my Right [illegible] Claim or Demand to my
part or any part or parts of the within [illegible]
[illegible] and my Heirs Executors and Administrators

PUBLIC AR[illegible] PU[illegible]

POOR. COPIE

Upper Canada to me in hand well and truly paid before
the unsealing and delivery of these presents by Henry
Hull of the Town of Fishkill and County of Dutchess
and State of New York have signed over and for ever quit
Claimed to [illegible] Claim or demand to my
part or any part or parts of the [illegible]
hereby bind myself and my Heirs Executors and Administrators
to warrant and defend the Same to the Said [illegible]
Henry Hull his Heirs and Assigns to their own proper
use Behoof against any Person or Persons who may after
to claim the Same except the Government of the
Said Province In Witness whereof I have here to
set my hand and Seal this Twenty fourth day of
May in the Year of Our Lord One thousand Eight
hundred and Twenty two

In presence of us
Abraham Cox
Esther Cook

Daniel Cook

Know all men by these presents that I Henry Hull
of the Town of Fishkill and County of Dutchess and State of
New York for and In the consideration of two hundred pounds
Lawfull money of the province of Upper Canada to me in
hand Paid before the Sealing and delivery of these presents
by Enos Bunnel of the Township of Haldimand in county of
Wintworth & province aforesaid - have Signed over and forever
quit claim all my right. title. claim or demand of my part
or any part or parts of the within mentioned premises and do
hereby bind my Self my heirs. Executors Administrators &
Assigns to warrent & defend the Same to the Said Enos
Bunnel his heirs and Assigns to their own proper use
& behoof. against any person or Persons who may hereafter
claim the same (Except the Government of the said Prov-
ince) In Witness Whereof I have hereunto set my
hand and Seal this Fourteenth day of July in Year of our
Lord one thousand Eight hundred and Twenty three
In the presence of us

Jacob Clark
Jonathan Vermilya

Henry Hull

292

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CANADA

POOR COPIE

Lease of Mr Lee
Clear unto St Paul
25th of Dec. 1831
Transferred to Mr
William Thompson
Feb 7 1832

Dated 27 Dec. 1831
494
Mr Clay
to
Stephen Parker
Lease
Transferred to
Mr Thompson

Indian Affairs (RG 10, Volume 105)

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CANADA

POOR. COPIE

This Indenture made the Twenty seventh day of December
In the Year of our Lord, one Thousand Eight hundred
and Thirty one. Between Thomas Claus of the Township of
Haldemand on the Indian Lands, in the Gore District of the
Province of Upper Canada one of the Principal Indians of
the Mohawks belonging of the Six nations residing of the
Grand River of the one part. And Stephen Parker of
the same place Gentleman of the other part, Witnesseth
That for and in Consideration of the yearly Rent and of
the Covenants Provisions and Agreements hereinafter
reserved and Contained by and on the part and behalf
of the said Stephen Parker, his Executors
administrators and Assigns to be paid observed and
performed, He the said Thomas Claus hath demised and
leased and by these presents, doth demised demised and
leased unto the said Stephen Parker, His Executors and
administrators and Assigns all that Messuage or tene-
=ments and premises situate and being at the same
place of the said Thomas Claus own farm, at the banks of the
aforesaid Grand River or part of the same in the Town-
=ship in the Gore District of the Province of Upper Canada,
which said Messuage or Tenements and premises is butted
and Bounded and may be otherwise known by the follow-
=discriptions, that is to say beginning N.E. Corner Marked
big oak stamp by a small bridge near (H. A. H. house
and front, running down the River, to the road of Peter Hills
then back in to woods to the line of Peter Hills farm, containing
about Eighty Acres more or less

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CANADA

POOR COPY

And the said Stephen Parker the first yearly payments
thereof to commence and to be made, The said Thomas
=Claus demised leased unto the sd Stephen Parker His
Executors Administrators & Assigns and Term of ten=
years from the date, the rents and payments to be
made unto Thos Claus - Yearly and every Year Twenty
Dollars Worth In pruture or Stock Whatever at the market price his Ex
-ecutors Administrators & Asigns, the yearly rent of one pep
=per corn if the same be lawfully demanded, Which
the yearly rents the said Stephen Parker doth hereby for him
self his Executors Administrators & Assigns agree and Co-
venants to pay or Cause to paid unto said Thomas Claus
His Executors Administrators & Asigns, According to the recon
-ations aforesaid, and true intent and meaning of their
presents, and the said Thos Claus, doth hereby covenant
premises and agree, and the sd Stephen Parker his Exe
cutors Administrators & Assigns paying the rents here in
before reserved shall and lawfully hold the space of
term of ten years, may peacably quitely and undisdis-
=turbedly have hold, Use occupy posses and enjoy.
The payments Will be made the first day of Janu
ary yearly & every Year untill expiration of ten years
ends, & restore the said farm unto the said Thomas
Claus - the said tract or parcel of lands & premises with
apertenences for and during the time aforesaid
Their Wiset Our hand & seal In presents

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CANADA
POOR. COPIE

The day and Year first above written.

Signed in Presents of Us } Thomas his Clause

Witness — Joseph Claus } Stephen his Parker mark

Henry A Hill }

I Stephen Parker do hereby resign and give up into the hands of William Thompson (of the grand River Swamp in the Gore district) this Lease with all appurtenances Lands &c as herein mentioned and subject to the same rents Covenants & Provisions as stated herein for the consideration of thirty five Dollars in trade and cash and William Thompson hereby engages to fulfil the covenants Provisions &c as contained in this Lease to Mr Thomas Clause his heirs Executors or Assigns.

In consideration of the aforesaid sum I hereby sign over the same this Sixteenth day of Feby 1832

Signed in Presence of Us and also Sealed & Delivered before us } Witness

Edward Dodds

James Dodde

Stephen his + mark Parker

William Thompson

N.B. Immediate Possession to be given

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CANADA

POOR COPIE

498

Grand River 16th Febry 1832 Received from William Thomson Eight Pounds Fifteen Shillings Currency being the consideration money of the within assignment

Stephen Parker
mark

James Dodde

Liam McD Lyn
Pen unto 4 Pen
25th of Dec 1831
Transferd to Mr
William Thompson
Feby 1832

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CANADA

POOR. COPIE

No 163

William Thompson

February 1833

Claim to Grand Rl.

Lands

499

Feb 1833

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CANADA

POOR COPIE

No 164

William Curtis

January 1833

26

Claim to Grand Rl.

Property

500

Colonel Givens

Indian Department

York

7

26 Jany 33

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CANADA

POOR. COPIE

Paris Grand River 25th Jany. 1833

501

Sir

As I observed an advertisement requiring those who holds Indian leased land to give in their claims I wish state myself to you below — I have a long Lease derived from old copies Grants by Augustus Jones = for 230 acres. which land lays in the 1st Con.- (or commonly called the Governors Road) joining to the Grand River on the East side — The title and boundaries of which I can produced before the Commissioners appointed to investigate the claims — My son William G. Curtis owns 30 acres of land in the North side of the 1st Con = in the Gore attached to Dumfries this is of exactly the same timber as mine and lays opposite to it — —

I am Sir. Respectfully

Yours. William Curtis.

Col. Givens

Indian agent York

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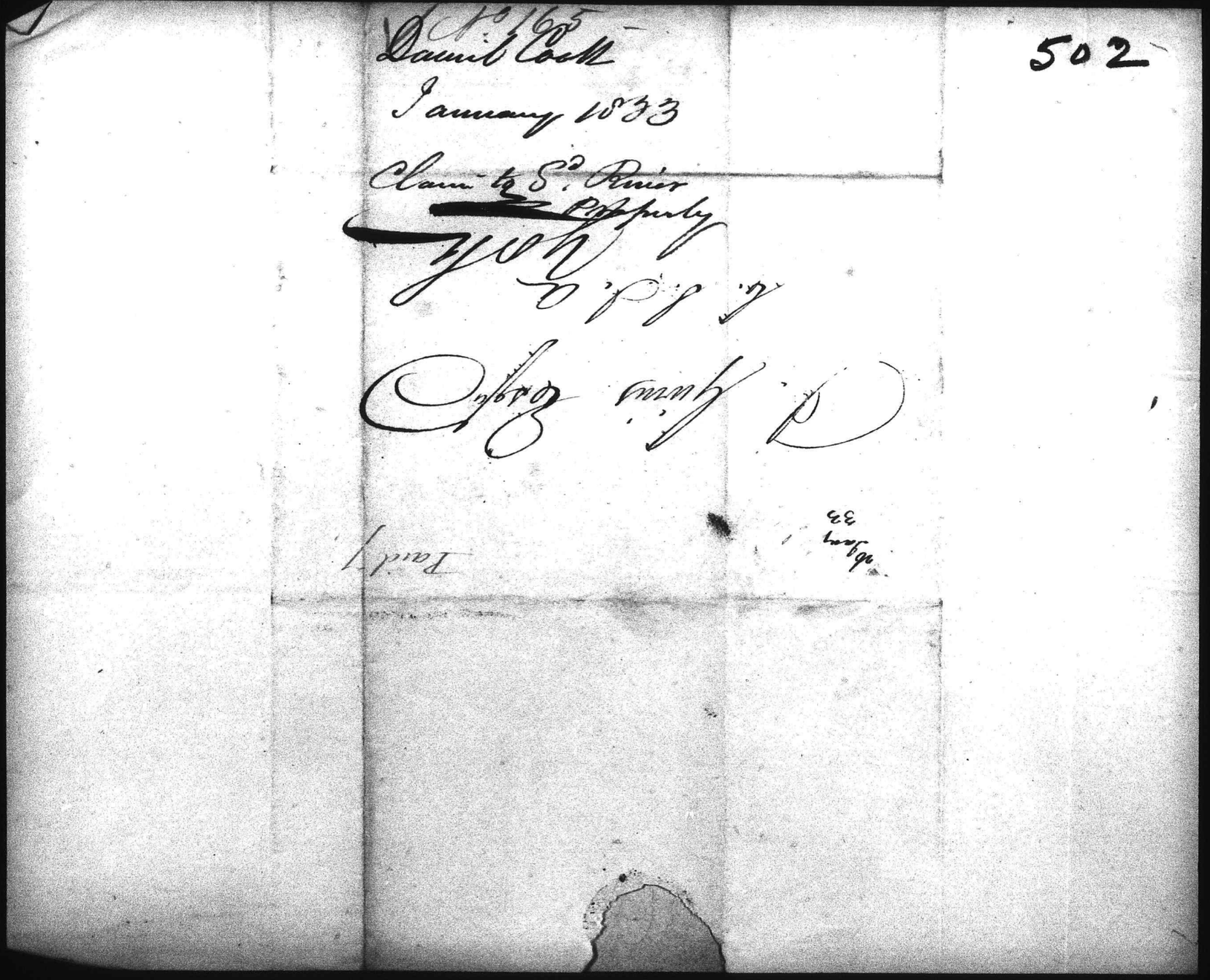
ARCHIVES PUBLIQUES
CANADA

POOR COPIE



502

No 165

Daniel Cook

January 1833

Claim to Sd. Riviere

P. Property

Paid

Indian Affairs (RG 10, Volume 105)

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ARCHIVES PUBLIQUES
CANADA

POOR COPIE

Mount Pleasant 23rd January 1835

503

I Givens Esqr
Dear Sir

I occupy Land Granted to the Six nations of Indians being Lot No 4 second Range west of the Road leading from the Grand River to Long point leased to me by the Chiefs for 21 years & I have paid the rent of the same annually

Yours respectfully

Daniel Cook

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CANADA

POOR. COPIE

Mount Pleasant 23rd January 1833

503

I Givins Esqr
Dear Sir

I occupy Land Granted to the Sex nations of Indians being Lot No 4 second Range west of the Road leading from the Grand River to Long point leased to me by the Chiefs for 21 years & I have paid the rent of the same annually

Yours respectfully

Daniel Cook

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CANADA

POOR COPIE

No. 166

Abram Cook
26 January 1833

504

Claim to Sd. Rivier
Property

26 Jany
33

P. Girvis Esqr
C. S. Jail
York

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CANADA

POOR COPIE

Mount Pleasant 26 May 1833

505

D. Givins Esqr

Sir

Agreeable to your Notice which appeared in the Upper Canada Gazette of the 26th Ult. last requiring all persons settled on the Lands set apart for the Six Nations of Indians on the Grand River to inform You that I occupy five Acres on the North East Corner of Lot No 4 on the West side of the Road leading from Brantford to Long Point formerly leased by Capt J. Brant to John Ellis which Original Lease is now in the hands of Job Loader Esqr Lancaster also One Acre of the North West Corner of Lot No 4 on the East side of said Road formerly leased by the late Capt Jos Brant to Henry Ellis which Lease is also in the hands of Mr Ellis's Heirs

Yours respectfully

Wm Cook

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POOR COPIE

Abraham Cook 506

F. No. 166.

1834

Augustus Jones Esqr.

from A. Cook
To be given in to the
Board of Trustees
Toronto 11th Sept. 1834

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CANADA

POOR. COPIE

Mount Pleasant 10th Septr 1834

Augustus Jones Esqr

Dear Sir

I am informed You are about going to Toronto on business respecting the Grand River Land — Will You have the goodness to hand in the inclosed Statement to the Trustees if Necessary & I will satisfy You for Your trouble —

Yours Respectfully

A C M

Indian Affairs (RG 10, Volume 105)

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CANADA

POOR COPIE

The following is a statement of Leases held by Abm Cook of Mount Pleasant Gore District

1st a Lease of the West half of Lot No. 8 on the East side of the road leading from Brantford to Long Point 89 Acres leased by Capt. Joseph Brant to Gideon Olmstead & Witnessed by Rufus Johnson & Stephen Sparrow for the term of 999 Years dated 1st Octr A.D. 1801. and the payment receipted by said Brant & Witnessed by Joseph Smith who now resides near this place. & said Lot was Leased by Gideon Olmstead to Thomas Perrin & by Thomas Perrin to Abm Cook

2nd A Lease of Lot No. 7 on the West side of the road Leading from Brantford to Long Point about 100 acres leased by Capt. Joseph Brant to John Earl dated 1st May A.D. 1806, Witnessed by Amos Sturgis & Paphros L. Phelps — the payments of which are receipted a part by Paphros L. Phelps & the remainder by a number of the Chiefs of the Six Nations of Indians The Above Lot No. 7 was Leased by John Earl to David Burtch which Lease bears date 4th Decr 1808, Witnessed by Paphros L Phelps & Thomas Sturgis & from David Burtch

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CANADA

POOR COPIE

D Morris Thomas and from the Executors of the estate of the late Morris Thomas to Job Loder & from Job Loder to Abraham Cook all the described Leases & Transfers before described are now in my hands & as also in peaceable possession of the premises

Mount Pleasant
10th Sept. 1834

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PUBLIC ARCHIVES
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CANADA

POOR COPIE

510

No. 167

Roswell Stevens

24 January 1833

Claim to Gd. River Land

Con. Guind, C.S.S.A.
York

Sent to 7

Indian Affairs (RG 10, Volume 105)

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CANADA

511

Mount pleas.t 24th Jany 1833.

Sir,

I am in possession of One hundred and eighteen Acres of Land near the Village of Mount Pleasant. 59 Acres of which Land is in the rear of Lot No 6 and 59 Acres in the rear of Lot No 7 and I purchased the same of the Late Thomas Jarvis who got it of the late E. Phelps to whom it was leased by the Late Ct Jos Brant. which lease is dated 20th December 1806 and witness'd by Nicholas McDougal, and Jacques Johnston Term of lease 999 Years.

and am Sir,

Your most obedient humble Servant

Roswell Stevens

D. Jones Esq.
C.I.A.
York

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CANADA

512

No. 168

Samuel McAllister

24 January 1833

Claim to G. River Property

Paid

Con'l Genl.
C.S.A.
York

Paid

Indian Affairs (RG 10, Volume 105)

PUBLIC ARCHIVES
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CANADA

513

Mount Pleas^t 24th January 1833.

Sir,

I live on the Front Ninety two Acres of Lot Number Six in Mount Pleasant on the East side of the road leading from the Brant Farm at Mount Pleasant to Long point and purchased the same from A Shade Esqr who obtained the same from Andrew Nelle's who got a lease from the late C^t Joseph Brant (for land of which this is a part.) dated 19th February 1805 and signed by J^o Brant Agent Witness^d by Augustus Jones and W K Smith for 999 years and am, Sir, Your most ob^t humble Servant

Ham^s Mc Alister

To J Givins Esqr
C.S.I.A.
York

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CANADA

514

Allen McAllister
January 1833

Claim to Gd River
Property for pd 4

26
Jany
33

Conl Givins
C.S.I.A.
York

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CANADA

Mount Pleasant 24th Jany 1833.

Sir/

I purchased of Hunt & Rose, who purchased of A Shade Esqr, who bought of Andrew Nellis One hundred and forty seven Acres of Land being the fronts of Lots No 3 & 4 on the West side of the road leading from Brantford to Long point Viz Seventy seven Acres in Lot No 3 and 70 Acres in Lot No 4 making 147 Acres - and which land is included in a lease given by Cs Jos Brant to A Nellis dated 19th Feby 1806 - signed by Jos Brant as Agent and Witnessd by A Jones & W K Smith for the term of 999 Years - and am

Sir/ Your most obedient humble Servant

Owen McAlister

To J Glenns Esqr
C.S.I.A.
York

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CANADA

516

23 Jan 1833

Coby Paid 7

Letter to Col. Givens
Chief Sub^t Sup^t officer
York

Dated 23rd day of 1833

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PUBLIC ARCHIVES
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CANADA

No 171

517

Sybel Welber

25 Jany 33

January 1833

Claim to Sd River Property

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CANADA

Brantford the 23 January 1833

518

Sir I beg to inform you that i have taken up a lot No 4 in the fifth consesion and I have got a bout fifteen acres cleaning on it and i have likewise taken up lot No 5 in the forth consesion and i have a log house on No 4 and a log house on No 5 and i have got a well on it and i have a got about 6 acres cleaning on No 5 in the forth consesion and i ould wish to inform you that i purchas a said lot of James Shoaf as he potended is Locis Conrad a part of this said lot No 5 in the forth consesion as i am a widdo with a Lary family and No one to protect me the said James Shoaf refuses to give me a Deed of it according to our agreement as which i can prove it by witness and i had promishon to go on it by Jacob Lewis and John Lipsett and i remain your humble Servant Sybel Mullen

Colo Givins
at york

Indian Affairs (RG 10, Volume 105)

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ARCHIVES PUBLIQUES
CANADA

No 172

Andrew Rose

24 January 1833

Claim to Grand R.

Property

Confirmed C.J.A.

York

Paid 7

26 Jany 33

519

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PUBLIC ARCHIVES
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CANADA

519

No 172

Andrew Rose

24 January 1833

Claim to Grand R.

Prosperity

Indian Affairs (RG 10, Volume 105)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Mount Pleas^t 24th Jany 1833 -

Sir,

I beg leave to say that I claim two hundred Acres of land in Mount Pleasant, being the West ends of Lots No 4 & 5 on the East side of the road leading from Brantford to Long Point, which lease was formerly given by the Late Ct Jos Brant, Agent for the Six Nations of Indians to Andrew Nellis and is dated Feby 19th 1805 for the term of 999 years; and is Witnessd by Augustus Jones, and W K Smith - and I beg leave to say that I purchased the same of A Shade Esqr. who obtained it from Andrew Nellis and am -

Sir
Your most obt humble Servant

Andrew Rose

To J Givens Esqr
C S I A
York

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

23 Jan 1833

No 173

William Wooden
January 1833

Claim to Gd Rl
Property

521

Copy Paid 7

Letter to Cols Givins
Chief. Sub. to Ind. offices
York

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CANADA

Dated 23th Day 1833

522

25 Jany 33

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ARCHIVES PUBLIQUES
CANADA

Brantford the 23 January 1833 523

Sir I beg to inform you that i have taken up a the North 100 Lot No 4 in the fifth Consecking Like wise the North 100 Lot No 8 in the fifth conseving and I commens on it about one year and half a go and i hat promishing from [redacted] Lewis the chief at Brantford for [redacted] ones faure years a go and I have on this [redacted] Lots a Log house and a barn and a Stable and too large Shed on it and I have gat about Seventy acres clearing I wish to inform you that I have a gat 6 Sons and they gat promishing from the Chief Jacob Lewis and captin John Briant to settle on it on any on cultevated Lots on the engin land and uke have a small improvement on the Lot. No 9 in the fifth conseving and Like wise Lot. No 8 in the 4 forth conseving and Lot. No 9 in the forth Conseving consisting of an improvement and a Log house on this said Lot

and I will remain your

for Mr Col Gwinn at York

Humble Servant

William wooden and I woo

and hamy woo

and Daniel woo

and william woo Jun

Indian Affairs (RG 10, Volume 105)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

524

7

Feby 33

Coll Givans
Government Agent
for the Indian Lands upon
the Grand River York U.C.

John Hart No 174
1 Feby 1833
Claim to Jd River
Property

Indian Affairs (RG 10, Volume 105)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Brantford Feby 1st 1833 525

Sir,

agreeable to a Notice given in one of the York Papers concerning the Indian Lands — I beg leave to inform you that the Farm I occupy I have a regular Lease for Ten years and has been two years in Possession past in Novr Last — I pay £18..10..0 pr year ——

I am Sir

Your mo Obedt Servt

John Hart

N. B there is 200 Acres & about 50 Acres under improvement —— not including what I have done

Indian Affairs (RG 10, Volume 105)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

N° 175

526

John I. Bowman

29 January 1833

Claim to Grand River Property

Colonel Jenkins
Chief Superintendent
Indian Affairs
Mark

29 Jany 33

1N2

Indian Affairs (RG 10, Volume 105)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Brantford 29th Jan 7. 1833

Sir,

Enclosed I send you the Evidence of my possession to a portion of the Indian Lands on the Grand River. If upon the decission of the Govt. the Lease is found not to be good I beg that you will return it to me as it constitutes my claim against the person who sold it to me. In the mean time. Should the Indian Lands become a subject for Leasing I request that I may be allowed to renew my Lease under the regulation established by the Government.

Please informe me by Letter as soon as the case is decided upon.

I am
Sir
Your obt. Servant

John J Bowman

Colonel Givins
C. S. I. A.
" "
York

Indian Affairs (RG 10, Volume 105)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

12-10-0
11 11-10
~~18 2~~
12 10 -0
12 11 -10

48 60
1.62
50.22

1832 528

Jany 12 Rec^d on the Wether 0.7.6
Rec^d one Note of hand 1.3.9
Rec^d on the [illegible] £2-5.0 Cy

21st Received Sundries viz

1 hat	0 11-3
1 Order	5-0
1 hat	17-6
1 hat	10-0
150 Cents Cash	7-6
1 hat	10-0
1 hat	10-0
To Store goods	1-5-0
To 3 hats	1-11-3
	6-7-6
To the three upper Charges	3 16-3
	10-3-9
To 1 hat	10-10
	£10-13 9

Jany. 22nd

To 3 hats	1-10-0
To Cash to robison	8-1
	12-11-10

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ARCHIVES PUBLIQUES
CANADA

I Assign the within Lease over to John Knoll to have and hold the same in peaceable possession this Oct. 23rd 1832.

Henry Frost.

Witness Daniel R. Stanley
A. Taggart

I assigne the within Lease over to John I Bowman to Have and to hold the Same in Peaceable Popossession this Oct. January 28th 1833 John his X mark Knoll

Witness Ira Bates

Indian Affairs (RG 10, Volume 105)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

530

~~Know all men by these presents~~

Know all men by these presence that I Richard Duncan of the district of Gore County of Wentworth and province of Upper Canada for and in consideration of the sum of twelve pounds ten shillings of Lawful money of Upper Canada to be paid as follows, one pound five shillings pr. year for the term of ten years, the receipt where of I Hereby acknowledge by and from Henry Foot of the town of Brantford and County aforesaid I hereby have leased and quit claim for the term abovementioned and by these presence do give peacable possesion of a certain Lot or piece of Land situated in said district of Gore adjoining Lands of John Campbell on the East, on the West by Solomon Hill, on the North by Peter John, Widdow Lathrage ~~[illegible]~~ on the South, Containing one hundred acres More or less to have and to hold, use and occupy the same for ten years without Molestation or interuption for the term specified in this obligation, the parties having agreed to the above obligation have signed Sealed and delivered the same in the presence of

Richard Duncan his mark [Seal] [Seal]

Testes
Jacob Green his mark

Jacob Brant

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PUBLIC ARCHIVES
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CANADA

531

Solomon Phelps
24 January 1839

Claim to Gd. River
Property

Con't Guinea C.S.I.A.
Nom.

29 Jany 33

Indian Affairs (RG 10, Volume 105)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Mount Pleasant 24th Jany 1833

Sir,

In compliance with your Notice of 26th Nov last I now transmit to you an account of the Land I claim, and occupy, at Mount Pleasant, on the Indian Reservation containing 350 Acres ~~of Land~~ being part of 1202 Acres granted to my late Father Ept L Phelps by the late Ct Jo Brant by lease for 999 years bearing date the 1st May 1804 Witness'd by W B Sheahan and B Mallory which was given to my Father in consequence of his having married a woman of the Six Nations of Indians residing on the Grand River, according to their Custom which will more fully appear by reference to said lease

Also – One hundred Acres of Land being part of Lot No 10 on the East side of the said road leading from Brantford to Long point for which I hold the late Ct Jo Brants Lease for 999 years dated 14th March 1806 and Witness'd by Conr McNorton & Ept L Phelps

Also One hundred and Sixty one Acres of Land being a part of a Block of Land in the rear of Mount Pleasant Lease for 999 years dated 20 Decr 1806 signed by Jo Brant Agent, and Ept L Phelps – Witness'd by Nicholas McDougal and Rufus Johnson and am Sir

Your most obt humble Servant

Solomon Phelps

To J Gwinn Esqr
C S I A
York

Indian Affairs (RG 10, Volume 105)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

533

No 177
Andrew Cook
25 January 1833

Claim to Gd River
Property –

Con. Gives, c.d.s.a.
York

Paid 4 m

Indian Affairs (RG 10, Volume 105)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Mount Pleasant 25th January 1833

Sir/

I beg leave to say that I claim the following Lands on the Indian Reservation

100 Acres being West half of Lot No 5

100 — " — being — " — " — of Lot No 6

200 Acres granted by Lease to Gideon Olmstead and John Earls by the late Ct Joseph Brant Agent and dated 1st Octr 1801 - Witness'd by Wm B Sheahan and Wm Sturges for 999 years — Condiseration money for the same on both lots acknowledged to have received by Ct Brant & Eppo Phelps — Agents

also — 50 Acres on the West part of Lot No 8 - West side of the road leading from Brantford to Long Point granted by Lease of the Late Ct Jos Brant - dated 1st Octr 1801 for 999 years Witness'd by W. B. Sheahan and Joseph Smith —

also — 125 Acres on Lots No 8 and 9 - 2nd Concession Leased by the Chiefs for the term of 21 Years - dated October 1818 —

Disallowed

also — 100 Acres on Lot No 10 Leased, signed and Dated as the before mentioned Lot of 125 Acres and for the same term (21 years)

also — 50 Acres in the rear of Mount Pleasant being part of Lot No 7 - formerly granted by the Late Ct Jos Brant to John Earl for the term of 999 yrs

and am Sir/

Your most obedient humble Servant

Andrew Cook

To J Givins Esqr
C. S. I. A.
York

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

535

✓ No. 478

John Misener
25 Jany. 1833.

Claim to Grand River
Property —

Confidential C.I.A.
York

Paid 7

Indian Affairs (RG 10, Volume 105)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Mount Pleasant 25th Jany 1833.

Sir/

I live on One hundred and Eighteen acres of Land being the West end of Lot No 10 on the West side of the road leading from Brantford to Long Point, for which I hold a lease dated 1st January 1808 signed by four Chiefs, Witnessed by Henry A Hill and Eps A Phelps for the term of 999 years, and on which lease is the following receipt "Received on the within the full contents "of the consideration Money within mentioned July "31st 1809." and on which Land I have lived for Eighteen years past and Thomas Sturgis the person to whom it was originally granted resided on it from the time it was leased untill it came into my possession by purchase and am

Sir/ Your most obedient humble Servant

his
John + Misener
mark

To
Con^l Gwins
C. S. I. A.
York

Indian Affairs (RG 10, Volume 105)
PUBLIC ARCHIVES
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CANADA

537

No. 170

William Miller John Cooly
David Thomas Jr.
27 January 1833

Claims on Gd. River
Property

31
Jany
33

Paid 7

Colonel Gwins
6 Sd a
NYRC

Indian Affairs (RG 10, Volume 105)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

538

Mount Pleasant 27th Jany 1833

S Givins Esqr

Sir agreeable to your Notice which appears in the Upper Canada Gazette We beg to inform you that we occupy a Tract of land ~~Land~~ in the rear of Lots Nos 7 & 8 on the west side of the Road leading from the Grand River to Long point said to contain 270 Acres which was leased to Abraham Cook in May 1828 for 21 years which Lease we now hold & have paid the rent annual by

yours respectfully

Thomas Cook

William Miller

Indian Affairs (RG 10, Volume 105)

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ARCHIVES PUBLIQUES
CANADA

Mount Pleasant 27th January 1833

539

I Givens Esqr

Sir I resid on a pease of Land claining 200 Acres in the rear of Lots occupied by Daniel Cook & Morris Thomas on the Indian reservation I purchased the improvements of this Land of Liberis Simpkins my possession confirmed afterwards by promises that I shall have a right to purchase or payment for my improvements by the Late Capt John Brant & Jacob Lewis principle Chief

John Cooley

Mount Pleasant 27th Jany 1833

Sir I occupy a Lot on the Indian Tract Said to contain 200 Acres west of Mount Pleasant ~~Pleasant~~ Settlement which improvements I purchased of Mr Oliver Holt

David Thomas Jr

I Givens Esqr

C S I A

York

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CANADA

No. 180

540

Henry Dickie

29 January 1833

Claim to Grand River Property —

Indian Affairs (RG 10, Volume 105)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

541

Brantford 29th January
1833

Colonel Givins

Sir In accordance with your advertisement of the 26 November I beg leave to transmit to you my lease by which I hold in possession forty acres lying on lot Number one of the Third Concession of Indian Lands As I have already improvement on it I beg leave to have the liberty of purchasing the right of soil or leasing it which ever may be decided upon

I am Sir
Your Most Obt Servt
Henry Disbrow

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CANADA

542

A Peace from
Joseph Powles
to Henry Dickie

Indian Affairs (RG 10, Volume 105)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

~~Burford~~ Norm November [illegible] county

543

Burford November ~~[illegible]th [illegible] county~~

Dear cousins I ~~take this opportunity to let you know~~

that we are

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CANADA

544

This Indenture made the 30th Day of November one thousand Eight hundred and thirty two between Joseph Powles of the first part and Henry Dickie farmer of the Second part of the County of Haldimand District of Niagara and province of Upper Canada witnesseth that the party of the first part Doth Grant Lease and lett Unto the party of the Second part that parcel or parcels of land being a part of Lot No one in the third Concession from the governors Road on the indian land and lying on the East of lot No one in the fifth Concession of Burford Starting from the noreast Corner of the Said lot and Running Southwardly Sixteen Chains and Eighty five links then Runing Eastwardly to Contain forty acres of land more or less in Consideration of the party of the Second part paying a rent of Eight bushels of Good wheat the Rent to Commence at the Expiration of one year from the date and from thence to Continue Every year Untill the Expiration of twenty one years the Said parcel or parcels of land to Contain forty acres more or less with all and Singular the benefits liberties and privelages to the Said parcel or parcels of land above mentioned belonging to have and to hold the Said Demised lands with the appertenances Unto the Said party of the Second part his Executors Administrators and assigns for and During the above named term of twenty one years with out any lett hindrence Disturbance or molestation what Soever of him the Said party of the first part his heirs or assigns or of any other person or persons having or Claiming any right in the premises in witness whereof the party of the first part hath hereunto Sett his hand and Seal the Day and year first above written

Witness present
Thomas Stu

Joseph x Powles
his mark
Jacob x Bewes
his mark
Jack Brant

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CANADA

No. 181

John D. Smith

26 Jan 1833

Claim to Gd. River Property

545

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CANADA

Brantford 26th Jan. 1833

546

Sir,

In obedience to your advertisement of the 26th Nov. last in the upper Canada Gazette, I beg to enclose to your address my claim to a portion of the Indian Land on the Grand River tract.

The Lease which I enclose to you was given by John Moory, a man of Colour, (who holds his possession by Lease from some of the Indians with whom he has some family connection) - to Sibel Wilber a Widow woman, who endorsed her right to the said premises over to Phillip Shaver - who endorsed his right to the same tome, as will be seen by the Lease.

By the Survey recently made for the Six Nations by Mr Burnell my possession falls on the north end of No. 1 in the 2d. Concession South of Dundas Street. I have nearly all of the good Land under good cultivation - and trust that I may be able to renew my Lease on a safe footing, or purchase the right of soil - either of which I am prepared to do - when the pleasure of the Govt. is known I will thank you to inform me, and also when my Lease, as it constitutes my claim against the person from whom I rear in it -

I have the honor to be
Sir Your obt Servt
his
John D. X Smith
mark

Col. Ellis
C. I. S. A.
Yt

Indian Affairs (RG 10, Volume 105)

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CANADA

John Morea
&
Elizabeth Morea
To
Isabel Wilber
Lease

Indian Affairs (RG 10, Volume 105)

PUBLIC ARCHIVES
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CANADA

26 Jan 1833

548

This Indenture made this fourteenth day of November in the year of Our Lord One thousand eight hundred and twenty nine By and between the undersigned John Morey and Elizabeth Morey his wife residing on the Indian Grand River Reservation near Burford of the first part & Sibby Wilber of the second part Witnesseth that the said party of the first part for and in consideration of the rents herein after mentioned yearly to be paid by the said party of the second part hath leased and to farm letten unto the said party of the second part her heirs and assigns all that certain parcel or tract of land and premises situate lying and being in the western part of the said Reservation adjoining the Township of Burford on the west commencing twenty Seven Chains ninety six links northerly of the fourth concession & from on the western boundary of the said reservation then south fifteen degrees forty minutes East thirteen Chains forty eight links then north seventy eight degrees thirty minutes East twenty five chains then north fifteen degrees forty minutes west thirteen chains forty eight links then south seventy eight degrees thirty minutes west twenty five chains to the place of Beginning containing One hundred acres To Have and to hold the same with the appurtenances unto the said party of the second part her heirs or assigns for and during the full term of twenty one years from the first day of January next ensuing the date hereof and fully to be completed Yielding and paying the annual and yearly rent of Eleven Bushels of good merchantable wheat on or before on or before the first day of January next ensuing the first day of January on which this lease commences and annually to be paid and delivered to the said party of the first part heirs or assigns And the said party of the second part her heirs and assigns doth covenant and [illegible] to and with the said party of the first part their heirs or assigns the said annual rent on or before the first day of January annually which said Eleven Bushels of wheat shall be good and merchantable and be paid annually during the said term of twenty one years which is the continuance of this lease And the said party of the second part shall and

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CANADA

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may quietly and peaceably enter into have hold occupy possess and enjoy the said hereby granted and bargained premises with the appurtenances for and during the said term of Twenty one years without the let hindrance molestation or denial of them their heirs the said party of the first part or any other person or persons whomsoever claiming any right title interest property or demand whatever from by or under them or their heirs In witness whereof the said party of the first part have set their hands and seals

John Morey

In Presence of
Charles Duncombe
Rufus Johnson

Elizabeth his Morey mark

I Sibil Wilber do hear by agree to and do hear by Relinquish all my right and title of the Within Lease May 6th 1830
to Phillip Shaver Sibil Wilber
Per. I Vanarnam

This may certify that I Phillip Shaver have this day sold John D Smith all my right & title to the above Lease
Springfield 8th May 1832 Phillip Shaver

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ARCHIVES PUBLIQUES
CANADA

No 184

550

John Secord
28 January 1833

Claim to Grand River Property —

Con Gerrard, C.S.S.A.
York

28 Jany 33

Paid 7

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PUBLIC ARCHIVES
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CANADA

551

Mount Pleasant 28th January 1833

Sir,

I live on One hundred Acres of Land, being part of the West end of Lot Number two on East side of the road leading from Brantford to Long Point, and I hold a lease for the whole of said lot being two hundred acres for 999 Acres; which lease bears date the 5th January 1810 signed by twenty two chiefs Witness'd by Esther Phelps and Eps. L Phelps, to which is attached the following remark To Wit "The foregoing lease was leased by Ct Joseph Brant and by misfortune it was burnt" And we the signers see fit to renew it—

Also - One hundred and twenty five acres of Land being part Lot Number One (the East end of same) and lying on the east side of the road leading from Brantford to Long point, for which my late Father Daniel Secord had a lease for, signed by the late Ct Joseph Brant which lease was also burnt as the before mentioned lease was, but has never been renew'd by the chiefs but they have offered me to do so (as in the above lease)

and am Sir,

Your most obedient humble Servant

his
John + Secord
mark

Cnl Givins
E.S.I.A.
York

Indian Affairs (RG 10, Volume 105)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

F No 182 & 183

Depositions

of

Daniel Secord

&

John Ellis

Relative to Certain

Lands claimed by John

Earle in Mount Pleasant

#. 45

552

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PUBLIC ARCHIVES
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CANADA

Daniel Secord of the Township of Oakland in the London District and Province of Upper Canada Yeoman and John Ellis of mount pleasant in the Township of Indian Land in the District of Gore of said Province Yeoman make Oath and say that John Lake of the Township of norwich in the said District of London Blacksmith was the first person who Cleared and was in possession of Lot Number three and seven on the west side of the Road leading from Brantford in the Gore District aforesaid and seven in the London District aforesaid, in the first Concession of what is Commonly Called the Township of Mount pleasant in the said District of Gore, and also Lot number seven in the first Concession of the said Township of mount pleasant on the East side of said Road leading from Brantford to Seneca, in the year of our Lord one thousand Eight hundred and one, and that they verily believe the said John Lake obtained the same by lease or Lease from the late Captain Joseph Brant deceased for and in Consideration of work and Labour done and performed by him the said John Lake and his hired men in and about the erection of a certain Grist Mill on a Branch of or Creek Running into the Grand River on the westerly side thereof, and not far from the Town of Brantford —

Daniel Secord

John Ellis

Sworn before at Brantford
this 10th. day of September
1834

William Chisholm
a Com: J.K.B.
for District

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PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

No. 185

David Thomas

25 January 1833

Mount Pleasant

Claim to Grand River Property.

554

Con. Grind C.S.Ja.

York

Paid 7

28 Jany 33

Indian Affairs (RG 10, Volume 105)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Mount Pleas^t 25th Jan 7 1833

Sir/

I claim One hundred and Twenty four Acres of Land on the Grand River Reservation being part of Lots No 5 & 6 East side of a road leading from the fording place on Jo^s Brants farm Grand River to Long Point - which land was leased to John Durell on the 4th Novr 1809 and signed by Ten Chieves with the names of John Durell and David Burch to the same - Witness'd by Solomon Baker and David Burch - on which instrument is a Receipt in these words

"March 8th 1809 Grand River

"Received on the within the full consideration money "mentioned to be eighty Pounds New York Currency "in behalf of the Six Nations of Indians I say rec^d "by me in Behalf of the Six Nations of Indians for "the Chieves

(Sign^d) Ep^s L Phelps

and I purchased the before mentioned 124 Acres of Land of John Durell and am

Sir/

Your most obedient humble Servant

David his x mark Thomas

Con^l Gwins
C.S.I.A.
York

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PUBLIC ARCHIVES
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CANADA

556

No. 186

George Minavis

14 January 1833

Claim to Grand Rs Property

Paid

Celey

Letter to Col. Gwinn

Chief Sub. Sec. office

York

Dated the 17th J 1833

25 Jany 33

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PUBLIC ARCHIVES
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CANADA

Br[illegible]ford the 17. day of Janu 1833
557

Sir

I beg to inform you that I have got in possession by the Consent of the chiefs living near Brantford without Lease by Jacob lewis lot No 5. 100 and 50 acres in the fifth Concession South No 5 And i have ben on this place four years and I have paid rent and taxes for it and i have got a log house on it and a log Barn and i have got about 40 acres clearing and it is all fenceed in well and my desire is to remain on it if it is agreeable to you Gentelmen all it is well known i will be much obliged if you will be kind Enough to inform me by a Letter I have the honor to be

Sir
your very obedant Humble
Servant

George Minard

Col. Givin.
C. S. I. a.
H H
York

Indian Affairs (RG 10, Volume 105)
PUBLIC ARCHIVES
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CANADA

558

No 187

Thos. Perrin

24 January 1833

Paid 4½

ANCASTER
30 Jany -33

J. Givens Esqre

C. S. J. A.

York

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CANADA

559

Mount Pleasant 25th January 1833

J. Givins Esqr

Agreeable to your Notice which appeared in the Upper Canada Gazette of the 26th Nov. last requiring the settlers on the Indian Lands to send in a report of the Lands they occupy I beg leave to inform you that I occupy the West part of Lot No. 2 on the east side of the Road leading from the Grand River to Long Point lease bears date Oct. 1st 1801 from Capt. Joseph Brant to Gideon Olmstead, Also the west part of Lot No 9 on the same side of the Road Leased by Capt. J. Brant to my late Father Capt. Thomas Ferrin dated the 1st Oct. 1801. Also a tract of land in the rear of Lot No 9 on the East side of the same Road formerly leased by Capt. J. Brant to Ephraim Phelps Bearing date 20th Dec. 1806, Vide from E. Phelps to the late Capt. Thomas Ferrin

Yours Respectfully
Thomas Ferrin

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CANADA

560

No 188

David Secord

25 Jany 1833

Claim to Grand River Property —

Don Ginnis C.S.I.A.

York

28 Jany 1833

Paid 7

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CANADA

Mount Pleasant 25th January 1833.

Sir/

I claim Ninety acres of the rear end of Lot No 3 on the West side of the road leading from Brantford to Long Point. Original Lease signed by four chiefs to David Burtch, from Burtch to Ormstead, from Olstead to Daniel Secord, from D Secord to me, which lease is dated 1st January 1808 and Witness'd by Henry A Hill and Ep.s L Phelps, and to which is a receipt as follows— "Received on the within the full contents "of the fore going Lease as consideration money, this "31st July 1809 in behalf of the Six Nations we say "received by us — Signed by Nine Chiefs for the "Sum of 86-7.0 Mpk Cur'y — and am/

Sir/ Your most obedient, humble Servant

David Secord

Con.l Givins
C S I A
York

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CANADA

No 189

Georgi Scrambling

26 January 1833

Claim to Grand River

Property —

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PUBLIC ARCHIVES
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CANADA

563

Brantford 26th Jan. 1833

Sir,

In compliance with your advertisement in the Upper Canada Gazette of the 26th Nov. last, I beg to inform you of my right of possession to a portion of the Indian Lands on the Grand River Tract—

The Lease from which my claim originated was given by George Johnson an Indian of the Six Nations to John Evans— who conveyed his right of a portion of his Lease to Nathaniel Sandon Junior, who Endorsed the same over to me as you will see by the Lease—

By the Survey recently made by Mr Lewis Burwell Deputy Surveyor my possession falls on the north end of Lots Nos 1 and 2 in the 3d Con. South of Dundas Street— and adjoining the Township of Burford—

I have the most of the premises under good cultivation— and trust that I may be allowed to either renew my Lease upon some safe footing or purchase the right of sale— either of which I am prepared to do—

As soon as the pleasure of the Govt— is known, be pleased to inform me by Letter— and also return my Lease as that constitutes my claim against the person from whom I purchased— I have the honor to be

Sir Your most obt Servt

George his X Scrambling mark

Col. Givins
C. S. I. A.
York

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CANADA

564

I Nathaniel Landon Jun Do transfer
and assign all my Right & title to
the Within Lease unto Georg
Scrambling Sen in the year 1828

in the presence of
William Evens
Geo Van Deusen

Nathaniel Landon Jun

John Evans Lease

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CANADA

565 566

This Indenture made the ~~29~~ Twenty ninth day of ~~June~~ May in the Year of our Lord One Thousand Eight Hundred and twenty Six between John Evans of the County of Wentworth District of Gore and Province of Upper Canada Yeoman of the first Part and Nathaniel Landon Junr of the County District and Province aforesaid of the Second Part. Witnesseth, that the party of the first Part Doth Grant Lease and Demise and let unto the party of the second part all that Parcel or Parcels of Land Lying on the Opposite Side of the Road fronting Lot No One in the fourth Consession of Burford. that is to say the north Fifty acres of a Piece or Parcel of Land Leased to the Party of the first Part by George Johnson In Consideration of the Party of the second part Paying a rent of One Pound five Shillings Pro Cy in Wheat or other Grain the rent to commence on the Twentieth Day of July now next from thence to continue every year untill the expiration of Fourteen Years the said Piece or Parcel of Land to contain Fifty acres more or less with all and singular the Benefits Libertees and Privilidges to the said Piece or Parcel of Land above mentioned belonging or in any wise appertaining to have and to Hold the said Demised Lands with the appurtenances unto the said Party of the second Part his Executors administrators or assigns for and during the above named term of Fourteen Years. Without any let hindrance Disturbance or Molestation whatsoever of him the said Party of the first Part his Heirs and assigns or of any other Person or Persons whatsoever having or Lawfully claiming any right in the Premises In Witness whereof the Parties to these Presents have hereunto set their Hands and Seals the day and Year first above written.

Signed Sealed & Delivd In Presence of Christopher Harrison

The figures 29 and the word June in the first line was erased and the word may interlined before Signing

John his X mark Evans

Nathaniel Landon Jun

Amira Chapple

Indian Affairs (RG 10, Volume 105)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

No. 190

William Breg
24 January 1833

Claim to Grand River Property. —

567

Indian Affairs (RG 10, Volume 105)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Brantford 24th January 1833

568

Sir,

In obedience to your advertisement of the 26th Nov. last in the Upper Canada Gazette I beg to enclose your copy of a Lease which I have for a part of the Indian Lands on the Grand River which I obtained from Seth Crawford, who obtained his Lease for the same from Thomas Davis a Mohawk Chief —

Upon referring to the Plan of the Survey made by Mr Deputy Surveyor Lewis Burwell for the Six Nation Indians, I find that the lease embraces a part of the South Ends of lots No. 20. 21 and 22 in the second Concession, — But the description does not correspond with the courses of the Con.n and side Lines. The Lease having been given before the survey was made. — I have regularly paid the rent agreed upon according to the conditions of the Lease — As soon as the pleasure of the Government shall be known upon the subject I beg you will be kind enough to inform me by Letter — I am anxious to continue in the occupation of the premises, and for which I am Willing to pay the rent.

I am
Sir,
Your obt. Servant

William Bro[illegible]

Colonel Givins
C. S. I. affairs
&c. &c.
York

Indian Affairs (RG 10, Volume 105)

PUBLIC ARCHIVES
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CANADA

Seth Crawford
to
William Grey
Lucc —

(Copy)

Indian Affairs (RG 10, Volume 105)

PUBLIC ARCHIVES
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CANADA

This Lease Made and concluded the
twenty fourth day of June in the Year
of our Lord one thousand eight hundred
and twenty nine by and between Seth
Crafford on the one part and William
Berry on the other part Witnesseth
That the said Seth Crafford for
the consideration hereafter mentioned
hath agreed and doth hereby Lease
and agree that he doth Lease unto
the party of the second part and
by these presents doth Lease and set
to farm Letten unto the said party
of the second part his heirs Execu-
tors administrators and assigns all
that Parcel of Land being and situate
as follows Indian Tract of Land on the
Grand River in Upper Canada Whereon
the party of the first part now residing
on and may be more fully known by
beginning at about at the north east
Corner Running South ten degrees West
thirty four chains and six links—
South Eighty degrees East thirty eight
chains and eighty links. Then North
ten degrees east twelve half chains
Then North fifteen degrees West forty
five chains and fifteen links to the

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CANADA

the place of Beginning the whole being
ninety acres of Land

To have and to hold aforesaid Granted and and demised Premises with the appurtenances thereto Unit. the said William Berg of the Second part his heirs Executors administrators and assigns for and during and until the full time of twenty one Years Yielding and paying therefor Yearly if the same be demanded a peppercorn for the first five Years and nine Bushels of Wheat which shall be paid Yearly for the Remaining sixteen Years Which shall be delivered on the premises of the Ninety Acres Which Grain shall be delivered to Seth Crafford or his order In Witness whereof the said parties have interchanged by Setting their hand and seal the day and Year afore mentioned

Signed Sealed and delivered
in Presence of us

(Signed) William C Garrison

Seth Crafford L.S.

(Signed) William Berg L.S.

A true copy
David Buchanan

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CANADA

572

No. 191
Andrew A. Benjamin
28 June 1833

Claim to Grand River
Property —

Paid

28 Jany 33

J. Givins Esq.
C. L. I. A
York

Indian Affairs (RG 10, Volume 105)

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CANADA

Mountpleasant 25th June 1833

I Givins Esqr

Sir agreeable to yours Note of which
Appeared in the Canada Gazette 26 Nov last
requiring the Settlers of Indian Lands to send in
there titles or evidence of the same to the
Trustees &c I beg to inform you that I occupy
100 acres in the rear of Lot No 10 on the west side
of the road leading from the Grand river
to Long Point which I settled on last summer
with the consent of the late John Brunt Esqr
& Jacob Lewis one of the principle Chiefs &
have not yet obtained a Lease

yours respectfully

Andrew A Benjamin

Indian Affairs (RG 10, Volume 105)

PUBLIC ARCHIVES
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CANADA

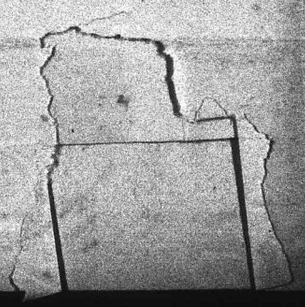
No 192

574

John De Cou

2nd February 1833

Claim to Indian Land



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CANADA

575

Thorold, District of Niagara
February 2nd 1833

Sir,

I purchased at the public Sale of Indian Lands, last year three Lots on the new Road leading into Rainham - viz 41, 42, 43 - with the view of erecting Mills upon Dequanorres Creek - but upon Examination I find it will require to perfect the Mill Site, about One Hundred acres more following the Course of said Creek - as the Banks of the Creek are higher and better adapted for a Dam. -

The accompanying Diagram will Explain more fully the Situation of the land which I am desirous of purchasing - and I will give the same price for it - that I paid for the other -

The erection

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CANADA

Saw

The erection of a Grist & Mill at the
place that I have mentioned – will be all
important to the encouragement and
improvement of that part of the County
I have the Honour to be
Sir
Your Obt Humble Servt
John McDougall

Colonel Givins
Chief Supt. Ind. Affairs
&c &c &c

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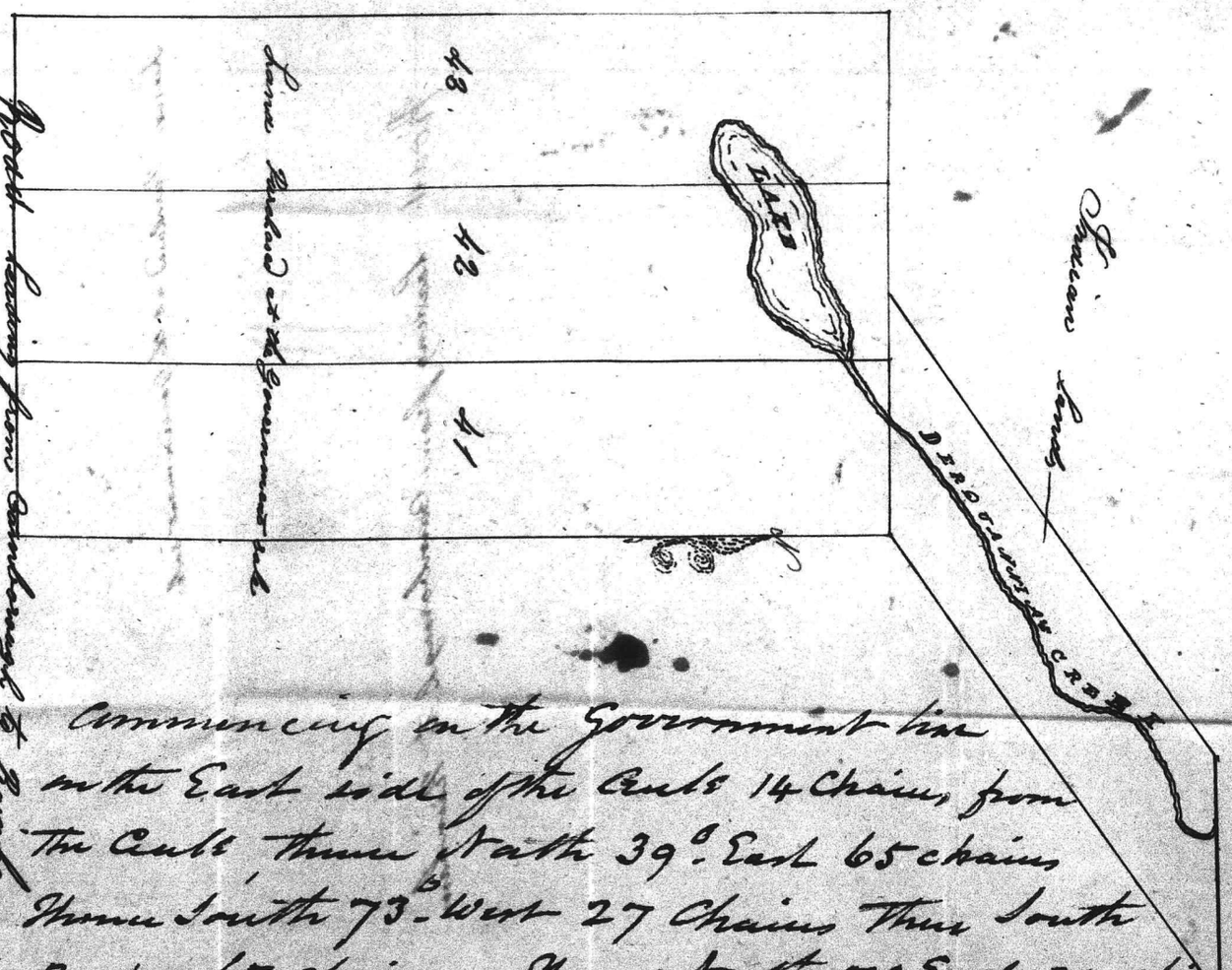
CANADA



Commencing on the Government line on the East side of the Creek 14 Chains from the Creek, Thence North 39° East 65 chains Thence South 73° West 27 Chains Thence South 39 D. 65 chains - Thence North 73 East 27 Chains to the place of beginning

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Vol. 193

Petition
Claims of
John Stewart
and
John Smith

G. River Lands

Indian Affairs (RG 10, Volume 105)

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CANADA

To his Excellency Sir John Colborne K. C. B. Lieutenant Gvernor of Upper Canada and Major Genral Commanding his Majesteys Forces therein

Humbly Sheweth

That your petitioners is in Possesion of Lot No 10 South Side of Dundas Street on the Indian Reservation by virtue of Lease from the six Nations of Indians for Two hundred acres of Land Said Lease being Regularly executed previous to the survey of Lewis Burwell

Your petitioners settled on said Land under the impression that they would be enabled to retain it untill the expiration of the said Lease and on the above Two hundred acres has a house and consid enable improvement and would now wish to purch said Land at the rate of fifteen Shillings per Acre should it meet with your excellencys approbation

Your petitioners therefore humbly pray that your Excellency may take it into consideration and allow them the previlege of purchasing the said Land at the above mentioned price that their improvements may not be sacrificed to any Speculator

And your petitioners as in Duty bound will ever pray

John Stewart
Wm Smith

Your petitioners further Craves the indulgence of one Year to make the first payment

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CANADA

Rec.d the day of the date of the within written Indenture of lease of and from the within named Rufus Johnson the sum of Two hundred Dollars in full discharge of the consideration of the within Indenture Rec.d by us

Acknowledged & signed in presence of us } Henry his x mark Tekurehogen

Henry A. Hill true

580

The Six Nations Reserve to Rufus Johnson } Lease

Rufus Johnson
9 day September 1814

Claim to Sd River Lands

Indian Affairs (RG 10, Volume 105)

PUBLIC ARCHIVES
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CANADA

9 Sept 1814

This Indenture, made the Ninth day of September
in the year of Our Lord One Thousand eight hundred
and fourteen Between the under signed parties Chief and
Warriors of the six Nations Indians residing on the Grand River
in the County of Haldimand, District of Niagara and Province
of Upper Canada, on the part and behalf of the said six Nations
of Indians of the first part and Rufus Johnson of the same
place Farmer, of the second part Witnesseth that the said
party of the first part for and in consideration of the yearly
rents, covenants and conditions herein after contained, on the part
of the said party of the second part his heirs executors, administra-
trators and assigns, to be paid, kept and performed both de-
mised, Leased and to farm let and by these presents, doth
demise, lease and to farm let unto the said party of the sec-
ond part, and to his heirs, executors, administrators and assigns
All that certain farm, piece or parcels of land, lying and being
situate in the County of Haldimand aforesaid; Which said
premises hereby granted contains two hundred acres be the
same more or less butted and bounded as follows, that is to
say commencing at the south East Angle of a tract of land
heretofore leased by the said six Nations Indians to Rose
all Eleven and lying along side the first Concession of
Burford containing six Hundred Rods, thence North
fifteen degrees forty minutes West thirty three chains
seventy links more or less to the North East angle of a
part of the last mentioned tract of six hundred acres
now occupied by Hugh Graham then North seventy
eight degrees thirty minutes East fifty three chains
sixty links, then south fifteen degrees forty minutes, East
thirty three chains seventy links more or less to a line
drawn North seventy eight degrees thirty minutes east
from the place of beginning, then south seventy eight
degrees thirty minutes West fifty nine chains sixty links
to the place of beginning; To have and to hold the
said farm, piece or parcel of land with the appurten-
ances unto the said party of the second part his

-heirs

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CANADA

heirs, executors, administrators and assigns, forever;
yielding and paying therefor unto the said party
of the first part their heirs or assigns forever the
annual rent of one pepper corn if the same be
lawfully demanded and the said party of the
first part on the parts and behalf of the said Six
Nations as aforesaid their heirs and assigns do
hereby covenant and agree, to and with the said
party of the second part, his heirs executors, admin-
-istrators and assigns that they and each of them,
paying the rent aforesaid, and performing fulfil-
-ling and keeping all and singular the covenants,
conditions and agreements herein contained, on his
and their and each of their parts to be performed
fulfilled and kept, shall and may lawfully, peaceably
and quietly have, hold, possess occupy and enjoy
the premises hereby conveyed, and every part
thereof with the appurtenances, unto the said party
of the second part, his heirs executors, administrators
and assigns, without any suit, trouble eviction, hinderance
interruption or disturbance, of, by, or from the said
party of the first part, or of or from any person or
persons, whomsoever, lawfully claiming or to claim
by, from or under them the said party of the first part;
and that they the said party of the first part,
and their heirs shall and will hereby Warrant
and ~~defend~~ forever defend the said premises
to the said party of the second part, his heirs, executors
administrators and assigns, against any person or persons
lawfully claiming the same. In Witness whereof the
parties to these presents have hereunto set their
hands and seals the day and year first above
written

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CANADA

written.

Signed sealed & delivered in presence of

Thomas Horner

John G. Aitts

Seth his × mark Hill

Henry his × mark Dikarihogan L. S.

J. Hill his × mark Shedekariwode L. S.

J. Lewis his × mark Agenwatha L. S.

Jacob Lewis Junr — L. S.

H. A. H. Genwendeshus L. S.

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CANADA

N° 195 ✓ Petition
William Hume
Claim to S. River
Lands

Indian Affairs (RG 10, Volume 105)

PUBLIC ARCHIVES
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CANADA

To His Excellency Sir John Colborne K.C.B.
Lieutenant Governor of Upper Canada and Major
General Commanding His Majestys Forces &c &c &c

Humbly Sheweth

That your Petitioner is in possession of the North half of Lot No 8 and 9 South side of Dundas Street on the Indian Reservation by virtue of a Lease from the Six Nations of Indians for Two Hundred Acres said Lease being executed in a regular manner previous to the survey of Lewis Burwell Your Petitioner therefore settled on said Lands under the impression that he would be enabled to obtain it until the expiration of said Lease and having building and considerable improvements on said Land feels desirous to purchase the same and is willing to pay at the rate of fifteen Shillings per Acre should it meet with your Excellency Approbation.

Your Petitioner humbly prays that your Excellency may take it into consideration and allow him the privilege of purchasing the same at the above mentioned price that his improvement may not be sacrificed to any Speculator and your Petitioner as in duty bound will ever pray &c

William Hume

Your petitioner further prays the indulgence to have one Year to make the first payment [redacted]

Indian Affairs (RG 10, Volume 105)

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CANADA

No 196

Benjamin Skinner

January 1833

Claim to Gd River Lands

Conf Grants, C.S.S.A.

Yorke

586

5 July 33

Indian Affairs (RG 10, Volume 105)

PUBLIC ARCHIVES
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CANADA

Mount Pleasant 31st Jany 1833.

Sir/

I live on and own 26 Acres of Land on the Indian Reservation being about the Centre of Lot No two on the west side of the road leading from Brantford to Long Point for which there is a lease for said Lot dated 1st January 1810 for 999 Years signed by 22 Chiefs and Witnessed by Esther Phelps and Ep. L Phelps and on said lease is written the following

"The foregoing lease was leased by Ct. Jos. "Brant and by Misfortune it was burnt "and we the signers see fit to renew it"

And am/ Sir/

Your most obt. humble Servant

Benjamin Skinner

To,
Conl. Givins,
C.S.I.A.
York

Indian Affairs (RG 10, Volume 105)
PUBLIC ARCHIVES
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CANADA

No 197

James Hetherton

4 February 1833

Claim to Grand Run

Lands —

5 July 33

590

119

Colonel Givins

Chief Supt.

Indian Affairs

York

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CANADA

Brantford 4th February 1833

Sir,

In accordance to your advertisement of the 26th Novr. last I herewith enclose to you a Lease which I have from an Indian for a portion of the Indian Lands on the Grand River. It is the Farm of the individual - and is not within the limits of the present Survey made by Mr. Burnell for the six Nations.

As soon as the pleasure of the Government is known respecting it I beg to be informed of what arrangements I have to comply with.

I am
Sir
Your obedient
Humble Servant
his
James X Hetherton
mark

Colonel Givins
C. S. S. Affairs
&c &
York

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CANADA

O.H.M.S.

592

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CANADA

Peter Y Braud
to
James Hutchison

Lease

Dated 11th. June 1832

Indian Affairs (RG 10, Volume 105)

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CANADA

POOR COPIE

594

This Indenture made the Eleventh day of June in the Year of our Lord one thousand Eight hundred and thirty two, Between Peter Brant an Indian of the Mohawk Tribe of the Six Nation Indians residing on the Grand River in the District of Gore in the Province of Upper Canada, of the one part: and James Hetherton of the Grand River aforesaid, Farmer of the other part: Witnesseth;- That the said Peter Brant, for and in Consideration of the rents, Covenants, and agreements hereinafter reserved and contained on the part and behalf of the said James Hetherton, his Executors, administrators and assigns, to be paid, Kept, and performed, hath, demised, Granted and to farm let unto the said James Hetherton, his Executors, administrators and assigns, all and singular that Certain piece, parcel, or tract of Land, Farm and premises, now in the possession and occupancy of the said Peter Brant, and lying and being situate in the settlement of the Tutelie tribe of the said six nations Indians, and containing about one hundred acres be the same more or less: which said piece, parcel, or tract of Land the said Peter Brant holds and occupies as his possession according to the Common Custom of the said six Nation Indians. To have and to hold, all and singular, the said premises above mentioned, with the appurtenances unto the said James Hetherton, his Executors, administrators and assigns from the day of the date hereof, for and during the term of Twenty one Years, thence next and immediately ensuing, and fully to be Complete and ended; Yielding and paying therefor, from and immediately after the Commencement of the said term, and during the Continuance thereof, unto the said Peter Brant his heirs and assigns the rent of Two pounds ten Shillings Province Currency, in and upon the Eleventh day of June in Each year.

And the said James Hetherton, for himself, his Executors, Administrators and assigns, doth Covenant and Grant, to and with the said Peter Brant his heirs and assigns, by these presents, that he the said James Hetherton, his Executors, administrators and assigns, shall and will, well and truly pay, or Cause to be paid unto the said Peter Brant his heirs, or assigns, the said Yearly rent above reserved, according to the true intent and meaning of these presents, Clear of, and over and above all taxes and reprises whatsoever.

And also, that he the said James Hetherton, his Executors, administrators, and assigns, shall not, nor will at any time, during the term hereby Granted, do, or Commit, or permit, or suffer to be done, any wilful or voluntary waste, spoil or destruction, in and upon the premises or any part thereof, nor will not Cut or Carry away, nor suffer to be cut and Carried away, any rail timber, or building timber, from the said premises, other than is necessary for the use of, and for making necessary improvements on the said premises.

And the said Peter Brant, for himself, his heirs and assigns, doth Covenant and Grant to

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CANADA
POOR COPIE

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to and with the said James Hetherton
pursuits, that he the said James Hether
or way, at all times during the said
ent, Covenants, Conditions and agree
have, hold, occupy, possess and enjoy
demised, and every part and parcel
trouble, hindrance, molestation, in
Brant, his heirs or assigns, or any
or to Claim the same, or any part
Hetherton, his Executors, administrators and
tinuance of the said term, Coal, and e
of fire wood as he or they may think
shall not be of such timber as is useful
reserved.— Provided always, and this
is the true intent and meaning of the
ent herein before reserved shall be behind
of thirty days after the same ought
found in and upon the said premises
be made, that then, and in such case,
Brant, his heirs and assigns, into and
part thereof in the name of the whole,
possess and enjoy, as in his and their
desture, or any thing herein before
notwithstanding.

In Witness whereof the parties to these presents, have hereunto set
their hands and seals the day and year first above written.

Signed, Sealed and delivered
in presence of
Lewis Burwell

his Executors, administrators and assigns, by these
or, his Executors, administrators and assigns, shall
times hereby granted, by and under the yearly
venants herein contained, peaceably and quietly
joy, all and singular the said premises hereby
demised with the appurtenances, without the let,
ruption and denial of him the said Peter
any person or persons whatsoever, claiming
thereof. And Further, that he the said James
and assigns, shall or may, at all times during the con-
any part off of the said premises such quantities
proper to sell or dispose of, provided the same
for Rails or building timber, as is hereinbefore
pursuant upon this condition nevertheless, and it
pursuant, that if it shall happen that the yearly
and unpaid, or any part thereof, by the space
the space, and no sufficient distress can be
whereby the same, with the arrears thereof, can
it shall and may be lawful for the said Peter
upon the said hereby demised premises, or any
to Re-Enter, and the same to have again, re-
first and former Estate, and right. This In-
Contained to the Contrary thereof in anywise

Peter Brant his mark X

James Hetherton his mark X

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CANADA

POOR COPIE

£2 10/ Currency —

Received from the within named James Hetherton the sum of Two pounds ten shillings Currency, being for the first Years rent, paid in advance —

Brantford 11th June 1832 —

Witness:
Lewis Powell
Thos Charlton

Peter Brant his mark X
Christian her X Brant
Mark

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CANADA

POOR COPIE

No. 199

Addison Vanderlip

February 1833

Claim to Grand R. Lands

Indian Affairs (RG 10, Volume 105)

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ARCHIVES PUBLIQUES
CANADA

Poor Copie

Brantford 4th Feby 1833

Sir,

At the Request of Addison Vanderlip I beg to enclose to your address an original Lease from the Late Joseph Brant for lot No. 1 on the South Side of the Mohawk Road and adjoining the Township of Amaster - Mr Vanderlip has employed me to transact his business with the authorities for him - and in order that I may more fully understand the subject I have made a Survey of the Lot for him - and have in my possession all the transfers which have been made from the original to him - the whole of which I shall lay before the Trustees on the 15th of Feby. instant - Together with a plan of the Survey -

I have the honor to be

Sir

Your most obedient

Humble Servant

Lewis Bernard

Colonel Givins

C. S. S. affairs

&c &c

Yak

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CANADA

No 200

Claim of M. Wilson

to Grand River Lands

February 1873.

Indian Affairs (RG 10, Volume 105)

PUBLIC ARCHIVES
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CANADA

602

Mohawk Village 26th Augt 1833

Sir /

I beg leave to enclose you the
Original Lease of a certain piece of Land
now occupied by me situated near the
Mohawk Village being the Six Nation
Indian Lands on the Grand River on
the tract I occupy as the lease will shew
is estimated at fifty six Acres for which
I pay five pounds five Shillings Halifax
Currency a year / The Original Lease
was given by the late Henry A. Hill a
Native of the Six Nation Indians, for
the term of twenty one Years after his
death which took place in Augt last
his only Son and heir in conformity
with a promise made by the father
, sold me the same or rather leased it
for the term of Nine hundred and ninety
Nine Years, and for so doing I paid
the Son Solomon Hill the Sum of Thirty
five pounds — A Copy of the Second
lease you will herewith receive with
the Original above Mentioned, I beg
leave to state that the same Lease to me
had been in the possession of Henry A
Hill ever since the first Settlement of
of

Indian Affairs (RG 10, Volume 105)

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CANADA

of the Indians on the Grand River and was always recognized as his individual property

I remain Sir your

Most Obedient

Servt

M. Wilson

Colon. Givens Chief
Superintendant of
Indian affairs
York

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CANADA

608

Rec on the day and in the year first within written of and from the within named M. Willson the sum of 35 pounds being in full the consideration money within specified to be paid by him to me

Witness Signed Solomon Hill

William Munhead

Catharine Hill

Dated 17 Sept. 1852

604

A Lau from Solomon Hill to Matthew Willson for 999 years

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PUBLIC ARCHIVES
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CANADA

This Indenture Made the Seventeenth day ~~of September day of~~ of September in the year of our Lord 1832 at the Mohawk Village on the Grand River Tract in the District of Gore & province of Upper Canada, by and between Solomon Hill a native of the Mohawk Tribe of the Six Nation Indians residing on the said Grand River Tract (and heir at Law and devisee of the Late Henry A. Hill deceased) of the one part and Matthias Willson of the same place Gentleman of the other part Witnesseth that the said Solomon Hill, for and in consideration of the sum of 35 pounds lawful money of the said province by the said M. Willson to the said Solomon Hill in hand ~~paid~~ well and and truly paid, at or before the sealing and delivering of these presents the Receipt whereof is hereby fully acknowledged and confessed and for and in consideration of the covenants and agreements hereinafter contained, for the payment of the annual Rents hereinafter specified have demised, leased set, and to form settle, bargained, sold aliened, released, assigned, transferred and set over and by these presents do, demise, lease set, and to farm let bargain sell alien, release, assign, transfer and set over unto the said M. Willson in his actual possession now being, and to his heirs and assigns for and during the term

of

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of 999 years, from the day of the date of these presents, fully to be completed and ended = all and singular that certain parcel or tract of land situate lying and and being in and a part of the tract of land belonging to the said Six Nations of Indians on the Grand River or Ouse, in the County of Wentworth, in the District of Gore in the province of upper Canada containing 56 acres be the same more or less, being composed of a certain parcel or tract of land within the tract belonging to the said Six Nations of indians commonly known by the Name and designated of the Henry A Hill Farm near the Mohawk Village Buttea and bounded or may be otherwise better known and described as follows, that is to say, commencing at the line fence between ~~the~~ William Ruggles and the late Henry A. Hills and runing on the said line until it intersects the Grand River thence along the said River following the windes of said River until it Joines the Brant family Lands and following the windes of a little Creek until it Joines on the late Henry A. Hills fence and Running on a straight direction with the fence towards Sally Ruggles to the place of beginning containing 56 acres be the same more or less together with all and singular the hereditaments and appurtenances thereunto belonging or in wise appertaining, and the reversion and reversions remainder and remainders rents issues and profits thereof and all the estate right title interest, Claime, property and

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and demand whatsoever either at law or in equity of him the said Solomon Hill of into or out of the same, and every part and parcel thereof — to have and to hold all and singular the said premises above mentioned and every part and parcel thereof with the appurtenances unto the said M. Willson his heirs and assigns to the sole and proper use benefit and behoof of the said M. Willson his heirs and assigns for and during the said term of 999 years from the day of the date of these presents, fully to be completed and ended, yealding and paying therefor, yearly and every year during the said term, unto the said Solomon Hill or his executors administrators or trustees, the yearly rent of three pepper corns if lawfully demanded and the said S. Hill for himself and his heirs all and singular the above described premises and every part and parcel thereof with the appurtenances against him and his heirs and against each and every of them, and against all and all manner of Canes by him or under him them, or any or either of them unto the said M. Willson his heirs and assigns shall and will warrant and defend during the said term

In Witness whereof the parties to these presents have hereunto set their hands and seals on the day in the year first before written

Signed sealed and Delivered in the presents of us

Witness William Murchison & Catherine Hill

signed Solomon Hill (L.S.)
signed Matthias Willson (L.S.)

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Rec'd on the day and in the year first within written of and from the within named M. Wilson the sum of 35 pounds being in full the consideration money within specified to be paid by him to me

Witness Signed Solomon Hill

William Muirhead

&

Catharine Hill

V

Dated 17 Sept. 1852

A Lien from Solomon Hill to Mathew Wilson for 999 pounds

604

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This Indenture made the Twenty fifth day of January in the first year of the reign of our Sovereign Lord William the fourth by the Grace of God of the United Kingdom of Great Britain and Ireland King, Defender of the Faith &c and in the year of our Lord one Thousand Eight hundred thirty one Between Henry Aaron Hill of the township of the Indian Lands in the Gore District of the province of Upper Canada one of the Principal Indians of the six nations of the one part and Matthias Willson of the same place Gentleman of the other part Witnesseth that for and in Consideration of the Yearly rent and of the Covenants provisions and agreements hereinafter reserved and Contained, by and on the part and behalf of the said Matthias Willson his executors administrators and assigns to be paid observed and performed he the said Henry A Hill hath demised and leased and by these presents doth demise and lease unto the said Matthias Willson his executors admin=istrators and assigns all that Messuage or tenement and premises situate and being at or near the Mohawk village at the Grand River or part of the same in the township of the Indian Lands in the Gore District of the province of Upper Canada, which said Messuage or Tenement and premises is butted and bounded and may be otherwise known by the following description that is to say beginning at the Line fence between William Ruggles and said Henry A. Hill and running on said Line until it intersects the Grand River thence along said River following the windes of said River untill it Joins the Brant family's Lands and thence along the Brant-familyes and Henry A Hills fence to the place of begining and Containing Fifty six acres be the same more or less and also all ways passages easements houses yards watercourses profits Conveniences

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hereditaments and appurtenances whatsoever to the said
Messuage or Tenement and premises with the appurtenances
hereby demised belonging or in any ways appertaining or up-
=taken or known to be part parcel or member thereof, all and
singular which said Messuage and premises are now in the
Occupation of John Knoll as Tenant thereof to have and
to hold the said Messuage or Tenement and premises with
the appurtenances hereby demised or so mentioned to be with
the said Matthias Millon his Executors administrators and
assigns from the first day of May next ensuing for and
during the term of Twenty one Years thence next ensuing
and fully to be complated and ended he the said
Matthias Millon his Executors administrators and assigns
yielding and paying yearly and every year during the
said term unto the said Henry A Hill his Executors admin-
=istrators and assigns the yearly rent or sum of five
pounds five Shillings of lawful Money of the Province
of Upper Canada the sum to be paid on New Years
day of every year and to be clear of all and all
manner of Parliamentary Parochial and other taxes
Assessments rates and deductions whatsoever the first
yearly payment thereof to commence and be made
on the first day of January in the year of our Lord one tho-
=usand eight hundred and thirty two -- and the said
Matthias Millon doth hereby for himself his Executors
administrators and assigns Covenant promise and
agree to and with the said Henry A Hill his Executors
administrators and assigns that he the said Matthias
Millon his Executors administrators and assigns shall
and will yearly and every year during the Continuance
of the said term hereby demised well and truly pay or cause
to be paid unto the said Henry A Hill his Executors admin-
=istrators and assigns the said yearly sum -- or Rent
of Five Pounds five Shillings of lawful Money of the
Province of Upper Canada on the day the same is hereinb-
=efore made payable and also shall and will well and

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and truly pay or cause to be paid all and all manner
of taxes assessments rates and imposition whatsoever par-
=liamentary parochial or otherwise which now are or shall at
any time during the Continuance of the said term hereby demi-
=sed be assessed rated or imposed on the said demised
Messuage or tenement and premises or any part thereof
and he the said Matthias Willson doth for himself his executors
administrators and assigns promise covenant and agree to
and with the said Henry A Hill his executors, administrators
and assigns that he the said Matthias Willson his executors
administrators and assigns at the end or determination of
the said term hereby granted shall and will leave and
yield up to the said Henry A. Hill his executors administra-
=tors and assigns all and singular the said Messuage or tene-
=ment and premises with their appurtenances in a good suffi-
cient and tenantable state of repair reasonable use and
wear thereof and casualties happening by fire or lightning
and other unforeseen circumstances Provided always
that if the said yearly rent hereby reserved or any part
thereof shall be in arears and unpaid for the space of thirty
days next after the day whereon the same is hereinbefore
enacted to be paid as aforesaid, it being first lawfully demand-
=and then it shall be lawful for the said Henry A Hill his
executors administrators and assigns to reenter into and upon
the said hereby demised premises or any part thereof in the name
of the whole and the same to have again repossess retain and
enjoy as his and their former estate and the said Matthias
Willson his executors administrators and assigns and all other
tenants and occupiers of the said premises thereout utterly to
eject and remove, and that from and after such re-entry
made this Lease and every clause and thing herein Contain-
=ined shall determine and be utterly void to all intents and
purposes any thing herein Contained to the contrary not
withstanding — And the said Henry A. Hill for himself
his executors administrators and assigns doth covenant
promise and agree to and with the said Matthias
Willson his executors administrators and assigns by these
Presents in manner following that is to say. that he the said

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Sara Matthias Willson his executors administrators and assigns paying the rent hereby reserved in manner aforesaid and performing the Covenants and agreements herein Contained and by him and them to be performed shall and lawfully may peaceably and quietly hold occupy and enjoy the Messuage or tenement and all and other the premises hereby demised for and during the Sara term of twenty one years hereby granted without any lawful action suit or interruption of the said Henry A. Hill his executors, administrators and assigns or any other person lawfully claiming by from or under him or any of them It is also understood that if the Cannalling and damming of the Grand River should overflow any part of said farm or demised premises that he the Sara Henry A Hill his executors administrators and assigns shall deduct three Shillings lawful Money of the province for every Acre that shall be overflowed by any such obstruction yearly and every year from above Sara Rent and the Sara Henry A. Hill his executors administrators and assigns and also agrees to give the Sara Matthias Willson his executors administrators and assigns the full power and autority to get Timber of any description of the Indian lands which is not occupied for the Sara demised premises for the term of Twenty one years from the date hereof

In Witness whereof the Sara parties have here interchangibly hereunto set their Hands and Seals the day and year first above written

Signed Sealed and Delivered in the presents of

Matthias Willson

Witness John Wallace

Christopher Batty

Henry A. Hill

Dated 5 Jany 1837.

608

A Lease between Matthias Willson and Henry Aaron Hill both of the Mohawk Village for Twenty one Years

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No 201 612A

Elizabeth Goodwin
Claim to Gd. Rt. Lands
Feby. 1833

Paid 9d

Col. — Givens
Indian department
York

DUNVILLE U.C.
Feby 7th

613

Dunnville
Grand River
6th Feby 1833

Col. Givens,

Sir

Being informed that all persons, holding claims for Indian lands on Grand River are requested to exhibit a statement of said claims, to the Indian department in York, on or before the 15th Instant, — I beg to state that I hold a Lease for the north half of lot No. 2, butted and bounded as follows beginning at a post marked 2. thence north 10 chs thence West 100 chs, thence South 10 chs, thence east 100 chs to the place of beginning, thence east to the Grand River then 10 chs up the said River, then west to the north corner of said lot. — containing 130 acres, being a part of the Tract granted by Capt. Jos. Brant ~~the Six Nations~~ to the late Capt. Walter B. Sheehan deceased & from his heirs to my late Husband William Goodwin, for the term of 999 years to be computed from the date of the original Lease & registered in the registry for the Counties of Lincoln & Haldimand, on the 10th day of August 1821. —

I have the Honour (in behalf of Elizabeth Goodwin) to be Your Obt. Servant. —

Andrew Thompson

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Sclaims of
No. 204 of
Jno. Lymburner
Jno. Sanger
Fredk. Windecke
and
Christ. Lymburner
to Sd. Rt. Lands
February 1833.

Col. Girvis
U. S. Agent
York

Paid 9

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615

Dunnville 5th Feby 1833

Sir

In Compliance with a Notice which lately appeared in the Upper Canada Gazette we hereby inform you that we are residing on Lands formerly belonging to the Six Nations of Indians, but was conveyed through their agent Capt. Joseph Brant to the Late Capt. John Dochstader and by his heirs to us, the said Tract lays about Seven Miles up the River from the Mouth the Original Lease is for 999 Years and ours for the remainder of the term — We hold in possession the following quantities

viz; Jay John Lyonburn Twenty five Acres
John Sanger —— One hundred
Frederick Windecker One hundred

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Christopher Symburner Two hundred acres
all of the foregoing parcels of Lands
lay on the East side of the River —
The Heirs of the Late Capt. Dockstader
will undoubtedly give you all necessary
information, but if they should not and
anything further is required we will forward
any such information as shall be required
as soon as information is recd —
Christopher Symburners Leases are
on Record, the Others are not yet recor-
ded — In behalf of the fore
Mentioned Men I remain
Sir
Your Obdt
Servt
A. J. Johnson

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~~No 208.~~ No 1
Affidavit of
George Dealy

617

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CANADA

21 May 1834 618

Upper Canada
District of Niagara
to wit

819

George Dealy of Dunnville in the County of Haldimand, and District aforesaid, Yeoman, maketh oath and saith that about the twelfth day of April last, he purchased from James Spratt his right and title of and in certain Lands on the Shore of Lake Erie, at or near the mouth of the Grand River, being a portion of the Indian reservation for the Six Nations, which were formerly agreed to be leased to James Spratt aforesaid, for the term of twenty one years, by the late John Brant Esquire, late Chief and principal Agent of the said six nations of Indians, containing Two hundred acres, more or less, and now marked as lots numbers nineteen and twenty in the fourth concession on Lake Erie shore, in the survey of Lewis Burwell, Esquire, D.J. Provincial Surveyor; And that he this deponent has paid to the said James Spratt, a valuable consideration for his right and improvements thereupon; and that he has occupied peaceable possession thereof since his said purchase.

Sworn before me at Moulton in the County of Haldimand and District of Niagara, the 21st day of May 1834.

Alphons S. St John
Com. in Const. K.B.
for taking affidavits in Niagara District

George Dealy

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No. 7

Affidavit of
John Croker.
ex parte
George Dealy.

Geo. Dealy.

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21 May 620

818

Upper Canada
District of Niagara
to wit

John Croker of the County of Haldimand in the said District Gentleman, maketh oath and saith that he is aware of James Spratt having made application to the late John Brant for a portion of the Indian Lands on the Grand River, since surveyed by Mr. Lewis Burwell, Deputy Provincial Surveyor, and numbered as Lots nineteen and twenty, in the fourth concession, on the Lake Shore, at the West side of the said Grand River; That this deponent subsequently has seen a letter from the said late John Brant, written in his capacity of Chief and agent for the Six Nations of Indians, directed to the said James Spratt, which stated his allowance to him the said James Spratt to occupy and make such improvements on the said Land as he saw fit until the time he the said John Brant should be enabled to execute a Lease for the same. That under the approbation so given by the said late John Brant, the said James Spratt did make improvements on the land, and as this deponent believes, sold the same to George Dailey of Dunnville, in the County of Haldimand at a valuable consideration, and has been put into possession of the said Lands and the improvements by the said James Spratt: And this deponent further maketh oath that he is informed

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informed the letter of the said John Brant which was left with Warner Nelles Esquire, has been lost or mislaid, to the best of this deponents knowledge and belief. And that the said George Dailey has since continued in the unmolested possession of the said land.

Sworn before me at Moulton in the County of Haldimand this 21st day of May 1834

John Cooker

Alphons S. St. John
Com. in Court K.B.
for taking affidavits
for Niagara District

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Affidavit No 3

James Stratt.

ex parte

George Dealy

622

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Upper Canada
District of Niagara } 21st January 1834
to-wit }

879

James Stratt of Dunnville in the County of Haldimand in the said District, Yeoman, maketh oath and saith that about four years since, he made application to, and obtained from the late John Brant, a Chief and the principal agent of the Six Nations of Indians residing on the Grand River, permission to occupy and improve two hundred ~~acres of the Indian~~ Lands situate on the shore of Lake Erie, and which are now numbered in the Survey of Mr. Lewis Burwell, as lots nineteen and twenty in the fourth and front concession of the lands situate on the West side of the Grand River, composing part of the lands surrendered by the said Six Nations to the Crown. That the said permission was granted by the said John Brant to this deponent by a letter written to him this deponent, which has been lost or mislaid, having been first placed in the hands of Warner Stellet Esquire, for the purpose of being laid before the Trustees of the said Six Nations, at Toronto, in order to enforce his claim for a lease of twenty one years which was therein promised by the said John Brant to the said deponent of the said lands.

That this deponent did, under such permission

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permission, take actual and immediate possession of the said lands, and made valuable improvements thereon: and has since sold the same to George Dealy of Dunnville aforesaid; and that he has not parted with his interest in the said lands and improvements to any other person whomsoever.—

Sworn before me at Port Colborne in the Niagara District, the 26th day of May 1834 } James Spratt

P. Black J. P. and Comm^r for taking Affidavits in the K Bench for this District.

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No. 209.

Grand River

David Thomas' claim.

10th June 1834

Indian Affairs (RG 10, Volume 105)

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CANADA

Mount Pleasant 18th June 1834

626

To the Honble. Peter Robinson

Sir

We the undersigned take the liberty to inform You that we are personally acquainted with David Thomas and have no hesitation in saying that he is an honest industrious man & that he became possessed of Lot No. 10. on the South side of the Road Leading from Brantford to Burford by purchasing the improvements on said Lot for which he paid Thirty seven pounds ten Shillings Cy. the Lot was settled 1824 by John Aylmer of this place who obtained leave from Jacob Lewis one of the principal Chiefs of the Mohawk Nation & the late John Brant & settle thereon & that whenever the said said Aylmer or his successor should have the first chance of purchasing the same

Abraham Cook

Andrew Cook

Elias Walker

John Binyon

John Aylmer

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627

Mount Pleasant 18th June 1834

This may Certify that I Settled on Lot No. 10. on the South side of the Road Leading from Brantford to Burford in 1827 with the Consent of Jacob Lewis & John Brant & do so & the said Lot has been legally transferred through several hands to David Thomas who paid Thirty Seven Pounds Ten Shillings Currency for the same

John McInnes

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Indian Affairs

Indian Land Records

Six Nations (Grand River) Superintendency

Six Nations Grand River Claims, 1788 - 1844

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Jos. Doxtator to
Geo. Johnson
Feb'y 4th 1840

Letter to a person
[illegible] on the Grand Riv

J. 1 (g)

[illegible]

[illegible]

[illegible]

2

Brantford Feby 7th 1840

Sir/

I was directed to send copy of my claim to your Office, and which I now enclose, and have the honor to be

Sir/ Your most Obt Humble Servant

George Johnson

J.P. Jarvis Esqre
&c &c
City of Toronto

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3 Pence Postage

Know all men by these presents that I Joseph Baxter an Indian of the Mohawk Nation of the Six Nations Indians Residing on the Grand River in the District of Gore in the Province of Upper Canada, In Consideration of the Sum of Sixty five pounds
Lawful Money of the said Province to me in hand paid by George Johnson late of Toronto but now of the same place Yeoman, the receipt whereof I do hereby acknowledge, have granted bargained, sold, transfered Set over, Conveyed and confirmed unto the said George Johnson, his heirs and Assigns, All and Singular my right, title, interest, claim and possession, of in and to, a certain farm and premises, situate on the said Grand River, in the Township of Brantford, in the said district, the same being now in my actual possession, according to the Customs of the Indians in settling upon there lands, Containing one Hundred and twenty Acres. More or less as shown on the annexed diagram of the same and is butted and bounded, and described as follows that is to say, Commencing on the on the North side of the Grand River in the Western limit of the said farm, Thence North thirty five degrees ten Minutes, West Eleven chains thirty Links More or less to a certain White Oak tree, Thence North thirty six degrees twenty five Minutes, West sixty two chains More or less to a post, Thence north fifty three Degrees thirty five minutes, East fourteen chains fifty five Links More or less to a post, Thence South thirty eight degrees forty Minutes East Sixty four chains sixty Links more or less to a post, Planted between the said farm and the Chief Daniel Springer, Thence South thirty six degrees twenty five Minutes, East six chains fifty Links More or less to the Grand River Thence Westerly along the Grand River Against the stream to the place of beginning - Together with all the improvements, Clearings, buildings, Crops now growing thereon, and all the appurtenances to the same belonging; To have and to hold the same to the said George Johnson his heirs and assigns for ever and I do hereby Covenant and agree to and with the said George Johnson his heirs and assigns that he and they shall Enter into the immediate possession of the same without hinderance or interruption on my part, or by or through any person through me or my heirs - and I do further Covenant and agree to and with the said George Johnson his heirs and assigns that he and they shall be from thenceforth at quite and perfect liberty to purchase the right of said to the same either from the Six Nations Indians or from the Government, Without any hinderance on my part or by or through any person through me or My heirs.

In Witness whereof I have hereunto set my hand and seal at Brantford this Ninth day of August in the Year of our Lord one Thousand Eight hundred and Thirty Eight

Signed Sealed and delivered in Presence
of Lewis Burwell
Alexander Burwell

Joseph Baxter [seal]

Witness Lewis Burwell
Alexander Burwell

Memorial of the Deed Poll from Joseph Baxter to George Johnson of Toronto for 120 acres on the Grand River in the Township of Brantford in the District of Gore. Dated 9th August 1838. Registered 29th January 1839 at 4 o'clock P.M. in Book A Grantors Residence Brantford Yeoman

Witness Lewis Burwell
Alexander Burwell

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4

Know all Men by these presents, that we the Undersigned Indians of the Six Nations Indians and Neighbours of the Within Named Joseph Doxtader do hereby Consent and agree that the Said Joseph Doxtader Shall Sell his Wright interest and possession of and in the Same Lands Within described to the Within Named George Johnson, and we hereby agree that we will not disturb the said George Johnson in the Quiet and Peaceable Possession of the Same, Nor be privy or accessory to his being disturbed in Said Possession by any other person or persons Whomsoever —

Witness our hands and Seals the Day and Year ~~Within~~ in the Said Within Assignments Written —

Signed and Sealed in presence of
Lewis Burwell
&
Alexander Burwell

Joseph his + Doxtader Senr
Mark

Isaac his + Burnings
Mark

A true Copy

Reply,
Joseph Doxtader
to
George Johnson
Assignment
120 acres of land

Relative to the Deed
being declined by the
Secretary to Canada

No. 14

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An order was given by Captn Claus & Mr Stewart Requesting Mr Jarvis to send the Deed of Canby's to Mr Dickson, then Acting as Mr Jarvis's Deputy at Queenston, for the delivery of the Patents - Mr Dickson never received the Deed as Mr Jarvis delivered it to Canby who kept it - the intention of sending it to Mr Dickson was that a Mortgage might be made out to the Trustees for what appeard to be due from Canby to Dachsteder's children, for whose benefit the Indians had surrendered that particular tract to the Crown - There is in the possession of Captn Brant a bond and Mortgage given from Canby to Dachsteder anterior to the Grant, upon this Tract, Canby having purchas'd from Dachsteder under his Title deriv'd from a Deed of the Indians - Dachsteder dy'd, just as his Will was drawn out before he had time to sign it. the Will will probably be establis'd as there were the Necessary Number of Witnesses present - Captain Brant was (I believe) left sole Executor, he has as I am inform'd been to York to prove it, but from some error or mistake fail'd - Canby having paid up the Interest until Dachsteder's death now refuses to either Mortgage or pay any monies until it is determin'd who are the proper persons to receive it - With respect to the Block No. 4 no Grant has passed; several persons had agreed for the purchase, but failing in the performance of their promises nothing has been done, and if allow'd to offer an opinion it would be improper that a Grant shou'd Issue to James Wilson - as he is in a state of Bankruptcy

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Catho Dackstader

A. 5 1815 (W)

7

The Honorable William Claus
D S G I Affairs
yorke

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8

Grand River June 11th 1816

Sir

I beg leave to Report to your Honor the State of the Land on the Grand River that was granted to my Father the late Lieut John Dachsteder by the Six Nations it is twelve Hundred acres of Land nine miles from the mouth of the River on the west side as daughter and heir at Law to my father who Received it for Services with the Indians occupied it for thirty years, I now hope that your Honor will be pleased to take it in consideration and grant myself and family a licence to Retain the Land with your leave

I am your Honors very humble Servt

her

Catherine + Dachsteder

mark

married to

Limon Burnam

and living on Lande

The Honorable William Claus

D S G I A

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Memorandum of
Leases on the Cochstadu
Tract in Cambrough

H 52 - (B)

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Memorandum

1st The Renewed Lease from the Chiefs of the Six Nation Indians to John and Catharine Burnham, recognises them as the heirs of the late Captain John Dochstader. This lease is now with the Trustees of the Six Nations.

2d. Some of the transfers are made by John and Catharine Jointly, and some by them individually - the Joint leases were made before they made a division of the property between them.

3d. The Leases which relate to this property not herewith sent, are now in the Office of the Trustees at Toronto.

4th George Henry Dochstader claims the lower part assigned to him from Catharine and Lyman Burnham (Lyman is Catharine husband) to Henry Dochstader Senior, and from Henry Dochstader to himself. And the upper part assigned to him he claims immediately from John Burnham. Mr. Dochstader leases for the lower parcel were deposited with Col. Givins, by the hands of Walter B. Sheehan.

5th I say John Lyonburner claims under Catharine and Lyman Burnham.

6th William Snider claims under George Henry Dochstader - this is a part of Mr. Dochstaders Claim under Catharine and Lyman Burnham. Mr. Snider sold to Andrew Thompson, and bought back again for the Lease -

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7th do Barton Farr's lower parcel is derived direct from Catharine and Lyman Burnham, and John Burnham,

Mr. Farr's middle parcel he claims through George Frederick Strideker, who bought from John Burnham.

Mr. Farr's upper parcel is derived direct from John Burnham.

8th do Avery Burnham claims under his mother and step father, Catharine and Lyman Burnham.

9th - Nathan Brig's claims under Catharine and Lyman Burnham.

10th John Sawyer claims under Catharine and Lyman Burnham

11th Christopher Lyneburner claims under John Burnham.

Brantford 20th February 1836.

Lewis Burnside

by himself

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Brantford 20th February
1836.

Sir

I have the honor to transmit to you a Plan and desciptions of the different portions of the Tract of land in Canborough Claimed under the right of the late Captain John Docksteader, as the same is now possessed by the persons whose names are inserted on the Plan, and in whose names the descriptions are made out.

By refering to Your letter to me of the 15th October last You will find that You then informed me that the Trustees had Come to the Conclusion of allowing these claims, and that You then requested me to furnish You with the descriptions of these Claims at my earliest Convenience. I regret that it has been out of my power to furnish the papers sooner.

The Original Tract was supposed to Contain 1200 acres. You will see by the Plan that the actual quantity by a Carefull Survey overruns the supposed quantity Considerably. This is undoubtedly owing to the bend of the Grand River not turning so far North into the Tract as it was supposed to, for the out lines and front boundaries are the same, and Corresponds with the description given in Benjamin Canby's Deed from the Crown, in which Title the

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the right of Captain Dochstader is recognized.

This tract has been settled ever since the Six Nation Indians first settled on the Grand River, and Captain Dochstader and his heirs and assigns have ever since been in possession, and the Original Plans, and all other papers that I have seen relating to it, make the boundaries as I have shown them on the Plan.

The Welland Canal Company having made Compensation to these persons for the flats which are overflowed, I have made the descriptions to go only to the present high water mark of the Grand River.

The Occupiers all claim either immediately or remotely from Captain Dochstader. The Renewed Lease given by the Chiefs to the heirs of Captain Dochstader (now in your possession) recognises Catharine Burnham and John Burnham as the heirs of Captain Dochstader. The other Claimants claim under them, which You will see by examination of the Leases, Compared with a memorandum I have attached to one of the leases to assist you in making the investigation.

The different parties desire to take out their Deeds as soon as they can be apprised of the fees they each have to pay.

You will receive also a paper which the parties signed on the ground ack-

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Acknowledging themselves satisfied with the distribution of the Tract, which accords with their Leases and possessions as near as I could find them out.

The bearings of the lines are made to correspond with the line between Cayuga and Canborough, which is the governing line throughout this Township.

Mr. James Anderson will wait on You with these papers.

I have the honor to be

Sir

Your most Obedient

Humble Servant

David Burnett

D.P. Surveyor

William Hepburn Esquire
a Trustee of the Six Nation Indians

Toronto

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1835.

General instructions as to the alienation of the Indian lands on the Grand River &c.

Recd from Indian Office 28 May 1835. W. H.

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No 3

Indian Office, Toronto,
27. May 1835

Memorandum,

Mr Hepburn to settle arrangements for the sale of the Indian Lands in correspondence with Major Winniett

The Lieutenant Governor being of opinion that the details of the arrangements to be made in alienating the lands surrendered to the Crown for the benefit of the Six Nations, can only be properly attended to by authorizing the acting Trustees of the Six Nations to carry into effect the projected sales and leasing of their Lands, suggests that Mr Hepburn should be requested to correspond with Major Winniett on all subjects connected with the disposal and Settling of the Lands belonging to the Six Nations, and make the final arrangements necessary for this sale, with the Commissioners of Crown Lands. But no all Deeds and Leases must be granted by the Crown, the purchase Money and rents will be paid into the hands of the Commissioner of Crown Lands

To make final arrangements for sale with Commr. of Crown Lands.

Purchase money & Rents to be paid Commr. of Crown Lands & to be paid on by Receiver Genl.

to

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to be lodged afterwards with the
Receiver General.

Mr. Hepburn as Acting Trustee will ascertain that the instalments and Rents are punctually paid to the Commissioner of Crown Lands.

Mr. Hepburn to see that instalments & Rents are punctually paid to Crown Lands

By His Excellency's Command

J. Givins
Chief Supt.
I. D. A.

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Copy

Brantford 12 May
1835

Sir

The people in and about Brantford are particularly anxious that a Sale of Town Lots should take place soon; the upset price should not be lower than from £15 to £20. Town Lots originally sold at the upset price of £10 have since been sold for £50 and £70.

I see no advertisement in the Provincial Papers either relative to a sale of Town Lots or of farm Lots in the lately surrendered Indian Lands above Brantford Bridge. - It would be desirable that timely notice should be given to the public of any intended sale of either one or the other. With respect to Lands occupied by White Settlers below the Bridge of Brantford, when last in Toronto, I spoke to His Excellency on the subject, and

He

Colonel Givins
Chief Supt. of Indian Affairs

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He was pleased to say He would give the subject his best Consideration. In some instances it involves a question of some delicacy. Some of the settlers below the Bridge have made extensive improvements and raised Buildings of Considerable Value, and have been on the Lands a Considirable number of years; should they be dispossessed it will be a fertile source of jealousy among the Indians as to which of them shall occupy the improved farm, which, when decided in favor of One or the other, will only doom the improved farm to its original Wildness. I shall wait for His Excellency's instructions on the subject.

I have &c.

(Signed) Jas. Winniett

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No spirits to be sold on the Road.

Lot nearest G.R. to be retained for Indians.

The Lot nearest the Grand River to be retained by the Indians.

No promises as to land adjoining those leased.

No promises whatever to be made in regard to any Indian Land adjoining the leased lands.—

Timber

Indians to give licences to cut where & to what extent.

In respect to the cutting of timber, you will again propose to the Indians to give their consent to allow licenses to be issued to cut timber on certain Lots bordering on the River, say a quarter of a Mile in length, and extending to a certain number of Acres from the River. The Leases to be countersigned by Trustees.

Leases to be countersigned by Trustees.

Plaster Beds

Salt Springs to be let by Auction.

The Plaster Beds and Salt Springs to be let by auction for fixed periods.

Persons who have expended their capital therein to be remunerated by arbitration.

The persons who have expended their Capital on them to be remunerated for their expense by arbitration

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Arbitration.

The Six Divisions are to be Surveyed immediately: and you will recommend the Surveyors who are to be appointed for these Surveys. 6 Divisions to be surveyed / Surveyors to be recommended.

When it may be necessary to divide any of the Surveys into Lots the Lots can be made to suit the Convenience of the Indians who occupy farms. As to Subdivision into Lots.

I have &c.

(Signed) S. Givins

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No 1

22

Copy

Indian Office Toronto
5 April 1836

Sir

I am directed by the Lieutenant Governor to acquaint you that as He is persuaded that the proceedings of the Six Nations at the Council held on the 15 January will be confirmed, He requests that the Surrender of the Ceded Lands, including the Land occupied on Brant Lease, the Land to be sold above Brantford Bridge, and the Lots on the Hamilton Road to the Grand River to be leased, may be completed and specified in the same instrument, after it being fully explained to the Council of Chiefs, that, the Surrender is necessary in order to give legal titles from the Crown that the Rents of all leased Lands, Plaster Beds, Salt Springs &c will be paid half yearly to the Six Nations

I

Myer Winniett
Superintendent of Indian Affairs
Brantford

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that the proceeds of Timber Licenses will be also paid yearly to them, and all the proceeds from Lands Sold for their benefit will be invested in Securities from which they will receive an interest.

When the Surrenders are Surrs & Patents
Completed you will notify to the
Settlers of the Welles Settlements, and
Brant Lease holders, that they will
receive their Patents on application
to Mr. Hepburn, on producing a Certificate
from the Surveyors employed by them
to Survey these Lots, accurately, as
described in the original Brant leases.

In respect to the Land near Cantin re Mills
Brantford, it will be necessary to
use much circumspection in alienating
any improvement of the Indians;
or any Lot above the Bridge at
Brantford. A general principle
must be laid down and rigidly
acted

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acted on, which will protect the Indians and introduce a respectable class of Settlers near them.

Sales

By the existing regulations no improvement can be sold without the consent of the Chiefs in Council, the recommendation of the Superintendent, and sanction of the Lieutenant Governor. The Trustees therefore will confirm all future alienations of land: and will fix the terms of Sales or Leasing of Land. The Lieutenant Governor is of opinion that all Lands above Brantford Bridge should be sold by auction, and paid for in two instalments, the first to be paid down the purchasers to be residents on the Lands purchased. This will prevent Land Speculators from bidding, and introduce Settlers that will probably

shew

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shew a good example to the Indians.

The Lieutenant Governor desires that you will point out from time to time the Lots that it may be advantageous to alienate near Brantford.

Superintd to point out Lots ~~the Lots~~

These can be advertised as they are required - to sell them gradually.

It to be advertised

The next subject for consideration is the arrangement to be proposed for leasing the lands on the Hamilton Road. The Lessees may probably be allowed to have a right of pre-emption should the leased lands ever be alienated, and this condition inserted in the leases.

Lands on Hamilton Road to be leased -

Lessees may have right of preemption

The rents may probably be allowed to increase every seven years for 21 years at a fixed rate.

Rents may be increased every 7 yrs

No

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26

Indian Office Toronto
27 May 1835

Sir

I am directed by The Lieutenant Governor to transmit to you the accompanying Copies of Letters to and from Major Winniett Nos. 1 and 2, and a Memorandum, marked No. 3, relative to the alienation of Indian Lands on the Grand River.

I have the honor to be,
Sir
Your most obedient
Humble Servant

J. Givins
Chief Supt.
I. D. A. C.

William Hepburn Esq.
a Trustee of the Six Nations

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27

Claim of James Muirhead

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No 6

Samuel Street Esqr.
Certificate.

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8 Aug '33

29

I hereby certify that I am content and satisfied with the Survey of the Tract of Land in the Township of Dunn by Mr Lewis Burwell Deputy Surveyor. and desire that the Deeds from the Crown may issue in my name for the Land described to me according to the Deeds of Transfer and authorities to me from Widow Deborah Muirhead Devisee and Executrix of the Last will and testament of the late Doctr James Muirhead. now in the hands of the Indians Trustees transmitted by Samuel Street

Stamford August 8th 1833

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No. 25

J. Muirhead Esq.
Claim to
Grand Dt Lands
February 833

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CANADA

Niagara 11 Feby 1833. 31

Dear Sir

I have learnt that there is an order of Government that all those that have had grants of Lands from the Indians on the Grand River should give in a Statement of their Claims by the middle of this month In compliance with this order I now inclose a Copy of a Deed I received from Captain Brant & the principle Chiefs then residing on the Grand River in the year 1807, which Deed fully explains the nature of the transaction between them & me, I have no doubt that their immediate attention to my Claim may have been from a kindly consideration towards Mrs Muirhead the Daughter of their late Superintendent, I have I have sold 196 Acres of the tract to Mr. Canby & given him a Deed two years ago, the remainder about 800 Acres is still in my Possession there is an Orchard & Small clearing on it.

I remain Dr. Sir
yours very sincerely
J. Muirhead

Colle. Givens &c.

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Be it remembered that at the request of James Muirhead Esquire, of Niagara, I have examined a Deed to him for One thousand acres of land on the Grand River by the Chiefs and Sachems of the six Nations of Indians residing there and dated the Eighth day of June One thousand eight hundred and seven - I do hereby Certify that I believe the names thereto are of the proper signature of the respective Chiefs then living and that I have Known of said Conveyance and of its execution for some time past - and believe the said James Muirhead did in consideration thereof, render services to the Indians in his profession and otherwise and am of opinion that his endeavouring to obtain a consideration for Captain Aarons Note as specified in aforesaid deed was a fair transaction on the part of him the said James Muirhead -

Niagara 30th day of September 1826
Signed in presence of
Mr. Claus

(P) W. Claus
Dep. Y. S. Intendant
U. C.

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Copy

No. 7784

A Memorial hereof was enregistered in the Registry of the Counties of Lincoln and Haldimand the 30th day of November 1829 at 11 o. Clock. A.M. in Book M. folio 17

(S) Johnson Stewart
Dy Regr
for John Lyons
Register

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Be it remembered that at the request of James Muirhead Esquire of Niagara, I have examined a Deed to him for One thousand acres of land on the Grand River by the Chiefs and Sachems of the six Nations of Indians residing there and dated the eighth day of June One thousand eight hundred and seven - I do hereby certify that I believe the names thereto are of the proper signature of the respective Chiefs then living, and that I have known of said Conveyance and of its execution for some time past - and believe the said James Muirhead did in consideration thereof, render services to the Indians in his profession and otherwise and am of opinion that his endeavouring to obtain a consideration for Captain Aarons Note as specified in aforesaid deed was a fair transaction on the part of him the said James Muirhead -

Niagara 30th. day of September 1826
Signed in presence of
W. Claus

(Sgd) W. Claus
Dep. S.I. Superintendent
U. C.

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13 Aug. 1835.

Mr. L. Burwell.

[Sheehan - ~~Minehead~~ - Earl Street -] Canby -

NB

Street and Canby's claims - done & reported on this 25 Aug. 1835 - Sent Plan with Streets Report W. H.

Sheehan & Earls claims to be dispersed of -

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Brantford 18th August 1835.

Sir,

I beg to enclose to you herewith an extract from the Plan of the Township of Dunn, shewing the relative situation of the Tracts of land claimed by the heirs of the late Walter. B. Sheehan, Captain Hugh Earl, and the assignees of the late James Muirhead Esquire – Together with the descriptions of the two parcels of the Muirhead Tract as owned by Samuel Street Esquire of Bridge Water, and Benjamin Canby Esquire of Canborough.

It appears from a Memorandum or rather an account of the Indian Lands leased by the late Captain Joseph Brant, now in my possession, and in the hand writing of Augustus Jones Deputy Surveyor that the original quantity leased to Captain Hugh Earl was only one thousand acres. – It also appears from the lease given by the Six Nation Indians in 1818, some time after Captain Brants death, that the quantity originally leased to Captain Earl was only one thousand acres.

And from all the evidence I can obtain in that neighbourhood (and I have taken a great deal of pains to ascertain the truth of it) and from Augustus Jones, this one thousand acres was situate between Mr. Sheehans land, and Doctor Muirheads land, the whole being on the South side of the Grand River –

It is also evident from the paper marked No 4. a line wrote me by Mr Milne of Dunnville, Captain Earls Agent, that he understood the thousand acres well situated and it is fair to presume that he obtained his information in part from Captain Earl — In addition to this I have conversed with all the oldest Indian Chiefs and they give me the same information.

But this renewed Lease, (which by the bye

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is not a Brant Lease) covers the Muirhead Tract and also a large tract of land further up the River. —

From all these circumstances it is evident to my mind, that the Indians could not have understood the nature of this renewed Lease, when they gave it - for they knew where Captain Earls land was situated, but they have in this renewed lease given away or attempted to give away the Muirhead tract, which for Years before had been Leased or Deeded by them, and had ever since the giving of the Deed been in the possession of the owner.

There is another great defect in this lease, - after stating that a thousand acres had been given by Captain Brant to Captain Earl, it describes the parcel, intended for the same parcel, formerly given to him in quite a different place, and bounds it upon the lands of his children, the right of whom had no existence till the giving of this new lease — The person therefore, who drew up this lease either knew nothing of the right of Doctor Muirhead, or else he has purposely intended to destroy his right and take the land from him —

I consider it my duty as a Surveyor especially appointed to make these surveys, and Report upon them, to make these remarks - and from the nature of the case I am irresistably led to the conclusion that the boundaries of the Muirhead tract should remain as I found them, and as here reported to you; as there is the proper number of chains for the width of this thousand acres, as described in the note from Captain Earls Agent to me, between the Sheehan tract and the Muirhead tract. —

With respect to the Sheehan tract there is also a difficulty - I am obliged to be somewhat lengthy on this subject from the fact of my having been led astray

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astray by the sons of the late W. B. Sheehan, when I was Surveying the Township of Dunn in 1833 – and from my not being in possession of any written document respecting the Earl tract till the date of Mr Mylne's note to me, when I was making up my return of that Survey.

When I was performing the Survey of Dunn, I called upon the Messrs Sheehans for information respecting their tract – and they after stating to me that their lease was in York, took me to the point M and apured me that as near as they could tell, this was the place of beginning as described in their lease, which they stated covered 1200 acres of land exclusive of about two hundred acres of broken front – that the lease was so worded, they could fairly cover 1400 acres, as there was no leases to interfere with them, (at this time I knew nothing of the Earl tract) and after tracing the borders of the Marsh I proceeded to measure off 1400 acres, as you will see by the Memorandum on the Plan in Black Ink – while at the same time I remarked to them, that if any thing had been done wrong, it must eventually be corrected – but at the time I supposed I must be nearly right, believing their statements. –

After I returned home and was making up my returns I received a certified copy of the Sheehan Lease from the Gov.t Office — I then wrote to Walter B. Sheehan that the work was not right – his answer to me was not as it should be – And my plan was so far completed, that I had made the Memorandum on that tract before I received the note from Mr. Mylne respecting the boundaries of the Earl tract – I then from the description given me in that note laid down the Earl tract, shewing its interference with the Murchison tract, from the extent of 1200 acres for the Sheehans – Calculating from the boundary they had shewn me as the

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the place of beginning at the point M — and sent my Plan to the Surveyor General, as it is, Supposing that these tracts did actually clash with one another.

Mr. Sheehan having caused some uneasiness to the other parties, by stating that he would hold to the line I had run because I was the Government Surveyor, — I was afterwards called on the ground in Conjunction with Charles A. Fell Esq.r Deputy Surveyor, when it was clearly shewn to me by the Testimony of Mr. Fell, and the acknowledgment of Henry and George Sheehan that I had before been deceived in the place of beginning — for instead of the place of beginning being at the point M. it was proven and acknowledged to be at the point L. which in fact answers better to the description in the lease. — The difficulty was at once unravelled — Mr. Fell had been surveying on their tract and had found the original West line of the tract. running from an old post at I towards the point H. - allowing the proper distance for Sheehans South line from L to H, 100 c.s and 80. the width of the Earl tract from H. to G. from which point, a line run North intersects the old Margin of the Grand River between the Earl tract and the Muirhead tract, at the point D. and paping over the end of the Dam as described in Mr. Canby's Deed from Mr. Muirhead, and that the Sheehans had discovered a deficiency in their tract, there being no broken front as they had expected — and in order to secure themselves in their supposed quantity they had purposely led me astray — of this I am perfectly satisfied, in proof of which I send the certificate of Charles A. Fell Esq.r Deputy Surveyor — marked No. 5.

There is therefore no clashing in the description of these three parcels of land, nor in the lines originally run

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run for them, for from the point at I which is the true place of beginning for the Sheehan tract, there is as above shewn all the length of chain required to make out the Width of the Sheehan and Earl tracts without disturbing the boundaries of the Muirhead tract.—

But then their is another difficulty, this however can be easily accounted for. Sheehans Lease begins at the point I and describes from I to K. from K to I from I to H. from H to L. making H I 100 chains, as it is — but the lease supposes, there is a broken front exclusive of the Marsh, and that the East line from I to K will not crop the River.— Now this description instead of giving 1200 acres of land besides broken front only gives 948 acres of good land — a very great deficiency indeed; — but as above observed, the difficulty is easily accounted for.—

The leases were all given before a survey was made and the point I. being selected for the beginning of the Sheehan tract, becomes the starting point of the whole, and it being then a Wilderness, it was easy enough for a person to be deceived and think there would be some broken fronts, and that the length of the east line would not reach the River at the point K. And I have now ascertained by careful enquiry both from the Sheehans and others of that neighbourhood, that many years ago when Augustus Jones Deputy Surveyor first run the lines for the Sheehans he began at the point I. and run west to H 100 chains then North to I 121 chains — and made no further survey knowing that from the wording of the lease the Sheehans would hold all the land between this line and the River, and indeed this was all that could be thought necessary from the wording of the lease, and the proper way to lay out the tract, for the distance from I to H

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to H is definite and governs the whole - and from the West line then Run by Mr Jones - and from the boundary planted at I, the Earl and the Muirhead tracts have been surveyed and settled - and from all that I can learn, the Sheehans never knew that their lands fell short, until a short time before I Surveyed the Township - All parties were content and kept their possessions in peace, and have made their improvements accordingly - The Sheehans have never been in possession, West of this line I H.

From all these facts and circumstances it is my decided opinion as a Surveyor that these original lines should not be altered - It is true the Sheehans are the losers in quantity, but this arises from the nature of their description and their locality, and the ignorance of the persons who drew up the description -

If Mr Sheehans deficiency of 252 acres is made out to them (and I beg to recommend that it should be) and is given to them here, they must take it at the expence and injury of others, who have ever had the possession, and who have made what improvements are made - The Sheehans never having had this land in possession they do not suffer the loss of it, neither can they claim it from the wording of their lease. - But there are vacant lands in the Township equally good which may be given to them for their deficiency without disturbing the possession or interest of any one.

It is far from being my wish to lay any thing to the charge of any one particularly in an official communication, but when I have been led astray by the design of others, and induced to return a plan to the Surveyor Generals office, that is not as it should be, - necessity is laid upon me both from a principle of Justice to all parties and

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and for the preservation of my reputation as a Surveyor, to fully explain the subject, and in order to this Charles R Fell Esquire, has been called upon, whose certificate explains that part of the subject, and confirms my statement. I have made out the Descriptions for the Muirhead tract, for Mr Canby and Mr Streets which exactly correspond, with these original boundaries, possessions and improvements -

As the several subdivisions of the Sheehan tract have not been ascertained by me, and as the different owners are anxious to have it done I shall be much obliged if you will inform me as soon as you conveniently can Your decision upon the boundaries - I am aware of this, that the persons who have purchased on the Sheehan tract, have purchased in view of the West line ~~III~~ remaining where it is, for they knew of no other. So that they will not be in the least effected by the boundaries remaining as they are - and if the deficiency is made up to the Messrs Sheehans I should like to know where it is to be, or whether they are to make their own selection on the unoccupied lands in that Township. -

Mr Canby has sent me £3. with a request that I should enclose it to you for your fees and that sum is herewith enclosed. -

I am
Sir
Your Most Obedient
Humble Servant
Lewis Burwell
D.P. Surveyor

William Hepburn Esquire
a Trustee of the six Nation
Indians &c &c &c
Toronto

P.S. Mr Streets acknowledgment of the truth of the Survey is marked No 6.

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Brantford 21st March 1835

Sir

I beg to Enclose to you a Certified Copy Copy of the Register at Niagara of the Title from the late James Muirhead Esqr to Benjamin Canby Esqr of Canborough for a part of the tract on the Grand River Confirmed to Mr Muirhead in the Report of the Trustees of the Six Nation Indians.

I wrote You sometime since stating that there was some difficulty in the boundaries of the different parties Claiming near each other - I have made the necessary examination of the out boundaries but my report is not Get ready to be forwarded - and perhaps will not be before the first of april as it is intricate and lengthy -

I have the honor to be

Sir

Your most Obedient

Humble Servant

Lewis Burwell

Dy Surveyor

William Hepburn Esqr

a Trustee for the Six

Nation Indians

&c &c

Toronto.

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Extract

From the Registry of
of the County of Lincoln
and Haldimand being
the Copy of the Registry
of a Memorial of a
Deed from James Muir-
-head to Benjamin Canby

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No. 7.750. 45

21st October 1829 at Noon on the Oath of Charles K. Fell taken before John=son Stewart, Deputy Register.

A Memorial to be registered pursuant to the Statute in such case made and provided of an Indenture of Bargain and Sale, bearing date the sixteenth day of October in the year of our Lord One thousand eight hundred and twenty nine, purporting to be between James Muirhead, of the Town of Niagara, in the District of Niagara, in the Province of Upper Canada Surgeon, of the one part and Benjamin Canby of Canborough, in the County of Haldimand, in the said District of Niagara, Yeoman, of the other part - Witnesseth that the said James Muirhead, for and in Consideration of the sum of three hundred and twelve pounds ten shillings of lawful money of the said Province to him in hand well and truly paid by the said Benjamin Canby at or before the sealing of the said Indenture, the receipt whereof is thereby acknowledged did grant, bargain, sell, alien, transfer, convey and Confirm unto the said Benjamin Canby his heirs and Assigns, for ever, all and singular that certain lot or parcel of land being Composed of lot number One of the said James Muirhead's tract of land in the County of Haldimand and District aforesaid - which said lot may be described as follows that is to say, Commencing at a post at the North East angle of said lot on the South Bank of the Grand River, at a post marked number I. thence South one hundred and twenty chains to a post marked number 1. thence west sixteen chains, to a post marked number 1/2.; thence north one hundred and twenty four chains ninety three links more or less, to a post on the bank of the Grand River, marked number 1/2. and thence descending the Grand River, easterly to the place of beginning containing one hundred and ninety six acres and twenty five perches, be the same more or less, observing that the first line

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line in the above description being South touches the South West end of the embankment at the Grand River dam - Together with all houses, out-houses, woods and waters thereon erected, lying and being and all and singular the hereditaments and appurtenances to the said premises belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders rents, issues and profits thereof; and all the estate, right, title, interest, claim, property and demand whatsoever either at law or in equity of him the said James Muirhead of, in, to or out of the same and every part thereof To Have and To Hold the same with the appurtenances freed and discharged from all incumbrances whatsoever unto the said Benjamin Canby, his heirs and assigns, to the sole and proper use, benefit and behoof of the said Benjamin Canby, his heirs and assigns, forever, under the reservations, limitations and conditions expressed in the original Grant from the Crown - On which said Indenture is indorsed the certificate of George Ridout Esquire, Judge of the Niagara District Court, bearing date at Niagara the sixteenth day of October aforesaid, whereby he declares that Deborah Muirhead the wife of the therein named James Muirhead personally appeared before him at Niagara aforesaid & being duly examined by him touching her consent to be barred of Dower in the premises in the said Indenture mentioned, it did appear that she the said Deborah Muirhead did give such consent freely and voluntarily without any coercion on the part

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part of her husband or any other person - Which said Indenture is witnessed by Samuel Street of the Township of Stamford in the said District of Niagara, Esquire, and Charles Kinsey Fell of the Township of Pelham in the said District, Yeoman, and this Memorial thereof is required to be registered by the Grantee therein named. As witness his hand and Seal, the day and year first above written -

Signed and Sealed in presence of
(Sig^d.) Charles K. Fell
" Johnson Clench

(Sig^d.) Benj. Canby (L.S.)

Upper Canada

Niagara District
Niagara towit.

I. John Lyons Register of the Counties of Lincoln and Haldimand do hereby Certify that the foregoing is truly copied from the Registry of said Counties Book L. folios 448. 449.

Given under my hand this 17th day of February 1835.

John Lyons
Reg^r.

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CANADA

Feat No. 3256 FF
Samuel Streets
48

C 13162 M

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13 Aug 35 49

Discription of 816 acres of land to be granted to Samuel Street Esquire of Stamford in the District of Niagara being part of a tract originally Leased, or Deeded, by the Six Nation Indians to the late James Muirhead Esquire of Niagara, situate in the Township of Dunn in the County of Haldimand, and District of Niagara being composed of part of Lot No. 13, Lots 14 and 15 and part of Lot No. 16 in the First Concession of the Township of Dunn on the North side of the Road leading from Fort Dover to Dunnville, part of lot No. 13. Lots No. 14 and 15 and part of lot No. 16 in the first concession South of the said Road and part of Lots No. 13. 14. 15 & 16 in the Second Concession south of the said Road in the said Township of Dunn, and containing by admeasurement 816 acres be the same more or less, including the lands on the South Margin of the Grand River, drowned or overflowed by the Welland Canal Dam. —

Commencing where a post has been planted on the South Shore of the Grand River, at the original Margin thereof, Eleven Chains and 6 Links east of the allowance for Road between lots No. 12 and 13. and about 2 Chains 50 links east of a Salt Spring. — Then South 130 chains more or less to where a post has been planted in the Second Concession South of the said Road 16 Chains & 60 Links South of the line between the first and second concessions South of the said Road. — Then East 64 Chains more or less to where a post has been planted in lot No. 16. in the said Second Concession 15 Chains and 6 Links east of the limit between lots No. 15 and 16 and 16 Chains 60 links south of the line between the said first and second concessions and at the limit between the said parcel of land and the lands of Benjamin Canby Esquire — then North 125 Chains more or less along the limit between the said parcel of land and the lands of the said Benjamin Canby to the original South Margin of the Grand River & then Westerly along the said original margin of the Grand River to the place of beginning. —

Boantford, 13th August 1835.

Lewis Burwell
D. S. Surveyor

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15708 50

PROVINCE OF UPPER CANADA.

Grant to Samuel Street
of the Town ship of Stamford
in the County of
in the District of Niagara Esq. 816 acres of land
on the Grand River as described by Louis Burnell Esq. D.S.

Under the Regulations of the
C.C.
S. G. O. No. Order in Council of the 7 May 1835 } Flat.
and Surveyor General's Ticket of Location of the
Under the Administration of SIR JOHN COLBORNE, K. C. B.
Lieutenant Governor.

~~Patent Fee and Survey Paid~~
~~The Settlement duly performed,~~

Attorney General.

To the Surveyor General, &c. &c. &c. Dated the 26th Day of August 1835.

O.C. 7 May 1835 – this was a General Order on which the Attorney Genl acted without sending the papers to Council. [illegible] 18 Apr 63

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CANADA

No 2 –

Description of a tract of
816 acres of land to be granted
to Samuel Street Esquire being
part of a tract of land situate
in the Township of Dunn, in
the District of Niagara –
Originally Leased or Deeded
by the Six Nation Indians
to the late James Mountheat
Esquire of Niagara –

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William Hepburn Esqre
&c &c &c
TORONTO

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1900 52

of a Deed

A Copy of the Memorial from Captain Joseph Brant and others to James Muirhead as the same is entered and registered in the Registry of the Counties of Lincoln and Haldimand in Book H. folio's 51. 52.

N°. 5.339.
30. January 1818.
at 11. O'Clock
A. M. on the
Oath of John
Mc. Ewen,

" A Memorial to be registered pursuant to the Statute in such Case made and provided, of an Instrument in writing in the following words, Whereas one Aaron Hill, Captain in the Indian department and Sachem and Chief of the five Nations of Indians residing on the Grand River by his Certain Promissory note of hand became and was indebted to Messrs. Street and Butler, late of Niagara Merchants in the Sum of Two hundred pounds New York Currency. And whereas the said Note has since been indorsed and Made over by the said Street and Butler unto James Muirhead of Niagara, Esquire, and whereas the said Aaron Hill since the making of the said note, hath departed this life and hath left no Personal Estate or property of any Kind whatsoever for the payment of his debts. And whereas we Joseph Brant Thayendanega and those whose names are hereunto subscribed, Sachems and Chiefs of the said five nations of Indians, being now at Niagara on behalf of all our Brethren on our land Concerns and being well satisfied of all and every the Premises aforesaid, Have agreed to grant, unto the said James Muirhead a Certain piece or parcel of Our Lands on the Grand River aforesaid in Satisfaction of the said Sum of Two hundred Pounds due and owing as aforesaid, Now Know all Men by these Presents that we the said Joseph Brant and the others whose names are hereunto subscribed Sachems and Chiefs as aforesaid, for ourselves and for and on behalf of all our Brethren, and for the Consideration aforesaid, Have granted, aliened, released and confirmed and by these Presents do grant alien release and confirm unto

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CANADA

unto the said James Muirhead. his heirs and assigns. All that certain parcel or tract of land situate lying and being in the County of Haldimand on the Grand River aforesaid, known by being part of the land belonging to the said Five Nations of Indians residing on the Grand River aforesaid, which parcel or tract of land is butted and bounded as follows, (and adjoins the lands of Captain Hugh Earls) that is to say Beginning at the north west Corner of Hugh Earls land, thence South One hundred and twenty Chains Thence west Eighty Chains, thence North One hundred and thirty Chains, thence down the said Grand River the several Courses thereof to the place of beginning — Containing by admeasurement One thousand acres, To have and to hold the said One thousand acres with the appurtenances unto the said James Muirhead his heirs and assigns, to his and their only proper use, benefit and behoof, for ever. In Witness whereof we have hereunto for ourselves and for and on behalf of Our Brethren set our hands and seals this eighth day of June in the year of Our Lord One thousand eight hundred and seven." Which said Instrument is Witnessed by Thomas Butler of Niagara in the Province of Upper Canada, Gentleman, John McDonell of York in the said Province Esquire, John McEwen of Niagara in the said Province Merchant, and Ephas Phelps of the County of Haldimand in the Province aforesaid, Yeoman,

And this Memorial thereof is hereby required to be registered by me James Muirhead the Grantee therein named. Witness my hand and seal at Niagara in the Province of Upper Canada, this thirtieth day of January in the year of Our Lord One thousand eight hundred and Eighteen.

In Presence of
Sigd John McEwen,
Sigd John Crooks,

Sigd J. Muirhead (L.S.)

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CANADA

Register Office 54
Niagara 16th July 1835

I hereby Certify the within to have been truly extracted from the Registry of the Counties of Lincoln and Haldimand the 16th July 1835.

Book H. folios 51.52.

John Lyons
Regr.

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CANADA

No 5

Certificate of Charles K. Fell D. J. Surveyor Given at Dunnville 4th February 1835

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CANADA

4½ Lot. 35 56

I do hereby certify that in the year 1829 being called upon to lay out a Tract of Land on the South Side of Grand River (now in the Township of Dain for the late James Muirhead Esq. I measured Eighty Chains, West of the Western Boundary of the Tract commonly called the Sheehan Tract, the North West Angle of said Tract having been pointed out to me by Mr Walter B Sheehan, said Distance of Eighty Chains being the Width of a Tract of Land Claimed by Hugh Earl Esq, and that I then laid off said tract of land for the said James Muirhead Esq, as laid down in the Plan of the Township of Dain as surveyed by Lewis Burwell Esq Deputy Surveyor in the year 1833 — also that in the year 1833 being called upon to make certain Surveys in said Sheehan tract the said Walter B. Sheehan with Henry Sheehan pointed out to me as the Beginning Commencement mentioned in the lease from Capt. Joseph Brant the Point of Land bordering on the Marsh at the mouth of Sheehan's Creek on the South Side thereof as the Beginning Corner of said Tract that after Examination I found that it corresponded with the Survey of said Tract said to have been made by Augustus Jones Esq Deputy Surveyor — that this day being again called upon in Conjunction with said Lewis Burwell Esq. the said Place as the Beginning of said Survey made by the said Augustus Jones Esq, the said Henry Sheehan with George Sheehan acknowledged that to be the Place pointed out to me as the Beginning of the Survey made by Augustus Jones Esq aforesaid was 17.50 East of the Point acknowledged by said Henry Sheehan & George Sheehan as the place pointed out to said Lewis Burwell Esq as the Commencement of the Sheehan Tract in the year 1833

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I also observed some Trees between those two last mentioned Points which appeared to have been marked long Since.

Given under my Hand at Dunnville February 4th 1835

Chas. K. Fell
Dep^y Prov Surv

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CANADA

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Claim of John Heuff

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CANADA

John Stuff 59

1200 acres

A. 34

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60

Sir

In Obedience to his Honour the Presidents, Proclamation I hold Twelve Hundred Acres of land on the Grand River — And of Which Land. I have sold Mr. Wm. Sutherland Two Hundred and Twenty acres, for the Amount of Three pound Ny Cy pr. Acre — And to Mr. Cumings of Chippawa Two Hundred Acres at Twenty Shillrs. pr. Acre. to Seth Smith Two Hundred Acres at Twenty Shillings pr. Acre & to Christione Sinebough Fifty Acres. at Twenty Shillrs. pr. Acre, And to Perry Gifford One Hundred Acres at Twenty Shillings pr. Acre, One Hundred and fifty I have given Two of My Children And the remainder I hold in posession, Jabeth Smith lieth on One Hunred Acres. I sold to Mr. Cumings — the Above lieth on the said land — And I hope Coronel Claus Will not think of Troubling Me or any of the Above Mentioned people, — I remain With Sincerity a true Subject to my King and Country

Honourable Wm. Claus Esqr.

John Huff

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CANADA

21st Jany 1835.

John Norton

Caveat against grant to A: Jones of land in Cayuga.

= Huff
= Clark & Street
= D: Thompson
= &
John Norton

interested

Paid Paid

29 Jany 1835

William Hepburn Esqr
Trustee of the Six Nation
Toronto

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Dunn Ville 21st Jany 1835

Sir

I beg leave to inform you that the Tract of Land laying in the Township of Cayuga claimed by Augustus Jones by a lease of the late Capt Joseph Brant or a confermation from the chiefs of the six Nation of Indians - interferes with the Tract of land claimed by the Heirs of the late John Huff —

The lines clashes upon one an other of a rising of Two hundred Acres of which I claim 360 Acres off of Huff Tract within these clashes - And the other owners off of A. Jone's tract are Clark & Street and David Thompson Esqrs. and therefore there are three of us claims the same Piece of land from two different titles. — And I beg leave that you will be pleased to communicate to the other Trustees to the six Nations of Indians; and cause not to issue Deeds to any of the above claims untill a thorough investigation of the A. Jones Title. —

The original of the Huff lease from the late Capt Joseph Brant is in my Possession and therefore I consider myself quite safe, but if you think it otherways please let me know it and will take it as a great obligation to you — And if you think think

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a Deed will be issued by the production of the original - I will immediately at the earliest opportunity transmit it to you. —

Sir

I am your most obedient

Humble servant

John Norton

William Hepburn Esq.
Trustee of the Six
Nations

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CANADA

Copy of Memorial

Joseph Brant

to

John Haldimand

A. 24 (H)

A.D.

1784

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March 23 1812

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CANADA

I Do Certify the following to be a true Copy of a Memorial
1 N. 144 4/ enregistred at the Office of Register for the Counties
of Lincoln and Holdemand, the 12th July 1808, at Noon, in Book
D. folio 144, &c. A Memorial of an Indenture ~~Indented~~ dated
the first day of June One thousand eight hundred, Between
the Six Nations of Indians residing on the Grand River, in the
Province of Upper Canada, by Joseph Brant, Principal Chief
and Agent to the said Six Nations of Indians, duly Authorised by
them, the said Six Nations and on their behalf to Execute Leases of
such part and parcels of their Land, as by the said Joseph Brant
should be thought fit to be Leased, of the One part and
John Huff resident on the said Grand River Husbandman of
the Other part, purporting, a Lease to be enrolled of and Con=
=cerning the premises, in the said Lease Mentioned, Wherein
the said Joseph Brant, for and in Consideration of the Annual
rent of One Pepper Corn, to be paid unto the said Six Nations
or their Agent if the same be Lawfully demanded, Hath demised,
Leased, Set, and to farm Let, Unto the said John Huff his Heirs
Executors, Administrators and Assigns, for and during the full end
and term of Nine Hundred and Ninety Nine Years from thence
next ensuing, and fully to be compleated and ended All that
tract or parcel of Land, situated lying and being on the Grand River
or River Ouse aforesaid, being a part of a tract of Land Granted,
by the Late General Frederick Haldimand then Governor and
Commander in Chief of the Province of Quebec by an ~~Indenture~~
Instrument

Instrument in Writeing by him Subscribed, With his Seal at
Arms annexed, on the twenty fifth day of October, in the Year of
Our Lord One Thousand Seven Hundred and Eighty four, to the said Six
Nations/ Which said tract or parcel of Land is butted and bounded as
follows/ that is to say/ Begining at a Black Oake tree, on the
Bank of the River, from thence North thirteen degrees West, One
Hundred Chains, thence South Eighty Degrees West, One hundred
and twenty Chains, then South Thirteen Degrees East, to a post near
the Bank of the River, thence down the River the several Courses and
Windings thereof to the Place of begining, Containing Twelve Hundred
Acres of land by admeasurement= Which Indenture is Witnessed
by John Ryckman of Barton Farmer, And W. B. Sheehan late
of the said Grand River Gentleman, and is hereby requested to
be registerd, by one the said John Huff the Lessee in the said
Lease Mentioned, As Witness my hand and Seal this Sixth
day of July in the Year of our Lord One thousand eight hundred
and eight

In Presence of

John Ryckman
Christiane Smeebaugh

Signed / John Huff L.S.

Signed /

True Copy

Signed - / John Powell
Regester

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Claim of
Capt Hugh Earl

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POOR COPIE

67

Claim of
Capt Hugh Earl

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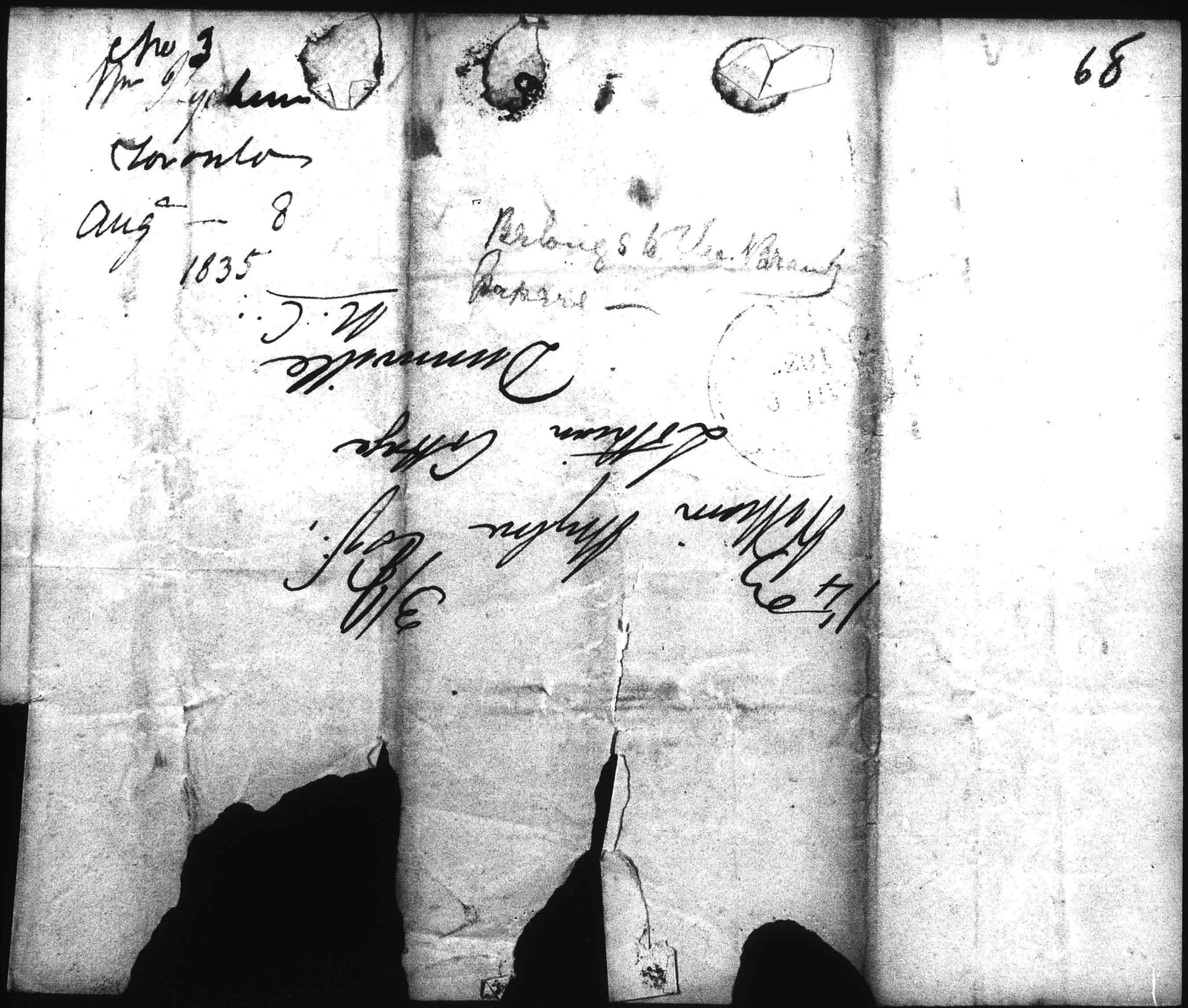

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~~1835~~ Hepburn in re. Earl. 69

51

City of Toronto 8th August
1835.

Sir

I am in the receipt of yours of the 4th inst on the subject of Captain Earl's claim - and beg to inform you that so far as the Trustees are concerned the decision on the claim is final. They are far, however, from wishing that the matter should rest with them if the Captain should feel disposed to carry it to another tribunal, which he may do by petitioning the ~~Legislative~~ Executive Council and laying before that body the documents in support of the claim. The trustees having laid down a rule by which to guide their own decisions find it inexpedient to infringe upon it in individual cases - and they feel the less regret in so doing as

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they are well aware the Executive Council will prevent the rule from operating unjustly, should the equity of the case upon investigation require a deviation from it. I enclose the copies of the deeds forwarded to me as desired and

Remain; Sir,

Your very Obed.t Servant,

William Hepburn

a Trustee of the Six Nations Indians. –

Wm. Hyslop Esq.r –

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No. 5.451.
26th August
1818. at 9. O'Clock
A.M. on the Oath
of Joseph B. -
Clench.

A Memorial to be registered pursuant to the statute in such case made and provided of an Instrument in writing in the following words - Whereas the Mohawk or Six Nation Indians heretofore in the life time of Captain Joseph Brant Thayendanega, deceased, did in full Council nominate, constitute and appoint the said Joseph Brant their Agent and attorney to transact and manage their public affairs, concerns and business - And whereas the said Captain Joseph Brant being such Agent and attorney, heretofore for and on behalf of the said Mohawk or Six Nation of Indians and by and with the consent and approbation of the Chiefs, Sachems and Warriors, of the said Nations on behalf of themselves and Brethern did give, grant and release unto Hugh Earl of Kingston, Esquire, a friend of the said Nations, and his heirs and assigns, for ever, all that certain parcel or tract of Land hereinafter mentioned and described, the Deed of Grant or Release whereof was lost or destroyed by the Enemy at Niagara during the late war with the United States of America - And whereas we are desirous that full and entire faith and confidence should be had and reposed in all our public acts and Deeds and good faith and integrity be kept and observed in all our dealings and towards all persons: And also that all acts, matters and things done by the said Captain Joseph Brant on our behalf and with our Consent shall be fully acknowledged, ratified and confirmed as the acts and deeds of the said Nations Now Know all Men by these presents that in consideration of the premises and of the love and friendship which we bear towards the said Hugh Earl and also in consideration of the sum of Ten pounds lawful money by the said Hugh Earl to us in hand paid on behalf of the said Nations, the receipt whereof is hereby confessed - We, the Chiefs, Sachems and Warriors of the Mohawk or Six Nation Indians whose

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whose names are hereunder written and subscribed and whose seals are hereunto affixed, Have in behalf of our=selves and * Our Brethern of the said Nation, given, granted, remised, released, confirmed and for ever quit=claimed and by these Presents give, grant, remise release confirm and for ever quit-claim unto the said Hugh Earl, his heirs and Assigns, for ever All that cer=tain parcel or tract of Land situate lying and being on the Grand River, in the County of Haldimand Con=taining by admeasurement One thousand acres, be the same more or less, being parcel of the Lands which the said Nations hold and possess in common with us by vir=tue of a writing or grant under the hand and seal at Arms of Sir Frederick Haldimand and bound and bounded or otherwise known as follows, that is to say, Beginning on the Grand River at the Northwest Corner of his daughter Margaret Ann's land; thence South One hundred and sixty Chains; thence West Eighty Chains; thence North One hundred and thirty Chains, more or less, to the Grand River, thence down the said Grand River the several Courses thereof to the place of beginning * with the appurtenances, and all the estate, right, title, and interest of them the said Six Nations of in to and out of the same, To Have and To Hold the same unto the said Hugh Earl, his heirs and Assigns, for ever to the only proper use and behoof of the said Hugh Earl his heirs and Assigns, for ever, as fully and to all intents and purposes and in as beneficial a manner as the same might have been holden by us the said Mohawk or Six nation Indians and Our Posterity if these presents had never been made and executed - And whereas Mary Jane, and Margaret Ann, Children of the said Hugh Earl are Grand Children of our late worthy and respected sister Mary Sister of our late brother Captain Joseph Brant, Thayendenega, and as such entitled to share and possess in Common with us

1000 acres

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us the Chiefs, Sachems, Warriors and people of the
Mohawk or Six Nation Indians the Lands which
we hold and possess on the Grand River, under
and by Virtue of a Writing or Grant as hereinbefore
Specified - And whereas the said Mary, Jane and
Margaret Ann are desirous that a portion or allot-
=ment of the Lands which the said Six nations hold
and possess in manner aforesaid should be appro=
=priated and made to them in lieu stead and satis=
=faction of the Land which they so hold in Common
with the said Nations, which we as well from the
regard and respect which we have and retain
for the memory of our said sister deceased, as
friendship and affection for such her grandchildren
and decendants are desirous to do and Concede
Now Know all Men that we whose names are
hereunto written and whose Seals are hereunto
affixed the Chiefs, Warriors and Sachems of the
Mohawk or Six Nation Indians for and on be=
=half of Ourselves and our Brethren of the said
Six Nations, do also Covenant, grant, conclude
and agree that the said Mary, Jane and Mar=
=garet shall from henceforth at all times for
evermore hereafter, have, hold, possess and enjoy
to them and their posterity forever and
their heirs and assigns, all that certain piece
or tract of Land, butted and bounded or may
be otherwise Known, as follows, that is to say,
Beginning at the North west corner of Walter
Butler Sheehan's land; thence South one
hundred and twenty chains, thence West Two
hundred and forty chains; thence North One
hundred and Sixty Chains, be the same more
or less to the said Grand River; thence down
the said Grand River, the several Courses
thereof

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thereof to the place of beginning, Containing
by admeasurement three thousand Acres be the
same more or less being One thousand Acres for 3000
each of the before mentioned Children, Mary, acres
Jane and Margaret Ann - And it is hereby
declared to be our intention that the said
Mary's One thousand Acres shall adjoin the
said Walter Butler Sheehan's land; and
the said Jane's One thousand Acres, shall
adjoin on the west of her sister Mary's land;
and the said Margaret Ann's One thous=
=and Acres, to be still more westward and
adjoin her sister Jane's land - Together with
all and Singular the appurtenances —
And We the said Chiefs Sachems and
Warriors on the behalf of ourselves and
Our Brethren of the said Nations Do ac=
=cordingly give, grant, release and Confirm
unto the said Mary, Jane and Margaret
Ann the or tract of land abovementioned
to be set apart to and for the said Mary
Jane and Margaret Ann and for their
Heir and Assigns as aforesaid of such
parcel or tract of land so holden as aforesaid
To Hold the same to them their Heirs and
Assigns, for ever. In Witness whereof We
the said Chiefs, Sachems and Warriors
for Ourselves and for and on behalf of
Our Brethren of the said Mohawk or
Six Nations, to these presents have set
Our hands and Seals at Burlington Bay
this eighth day of August in the year
of Our Lord One thousand eight hundred
and

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75A

Aug 1 8th Aug 1848
Extract
From the Registry of
the Counties of Lincoln
and Haldimand being
the Copy of the Registry
of a Memorial of an
Instrument made by
the
Chiefs Sachems & Warriors
of the 6 Nations Ind.
to
High Earl and Chil.n
=
Dated 8 Augt 1818

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and eighteen, - Which said Indenture is witnessed by Joseph Brant Clench, of the Town of Niagara in the Province of Upper Canada, Gentlemen, and by Peter Horning, of the Township of Barton, in the District of Gore and Province of Upper Canada, Yeoman, and this Me=morial is required to be registered by me Hugh Earl therein named - Wit=ness my hand and Seal -

In presence of

(Sig^d.) J. B. Clench
" Alex^r. Stewart

(Signed) H. Earl. (L.S.)

Upper Canada

Niagara District
Niagara towit

I, John Syons of the Town of Niagara in said District, Register for the Counties of Lincoln and Haldimand, do hereby certify that the foregoing is a true extract taken from the Registry of said Counties, being a Copy of the entry of a Me=morial of an Instrument purporting to be made by the Chiefs, Sachems and Warriors of the Mohawk or Six Nation Indians to Hugh Earl and his children, Mary, Jane and Margaret Ann - (Book H. folios 146. 147. 148.)

Given under my hand the 18th day of February 1835.

John Syons
Reg^r.

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N. 4

William Mylne's
Letter to L. Burwell Esq
10th Decr. 1833

A. S. St John Esq
Dunmore

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D Sir

In Answer to your enquiry.
Hugh Earle Esq land. according to the state
thereof given to me is 80 Chains in Front
along the Grand River commencing at a Stake
Placed between his land and Mr Sheehans extending
to wards the Dam upwards. and 125 Chains
back from the River. being 1000 acres —

I am D Sir
Your most Obt
William Mylne
Lothian Cottage 10th Decem 1833

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CANADA

POOR COPIE

78

18th August 1835

Sir

If you let the papers pass as they are please to let Messrs Talbot and Harderson take Mr. Cowley's Deed through the offices —

Your Hr

W. Hepburn Esq

Secret Barrell

A Sept 1835

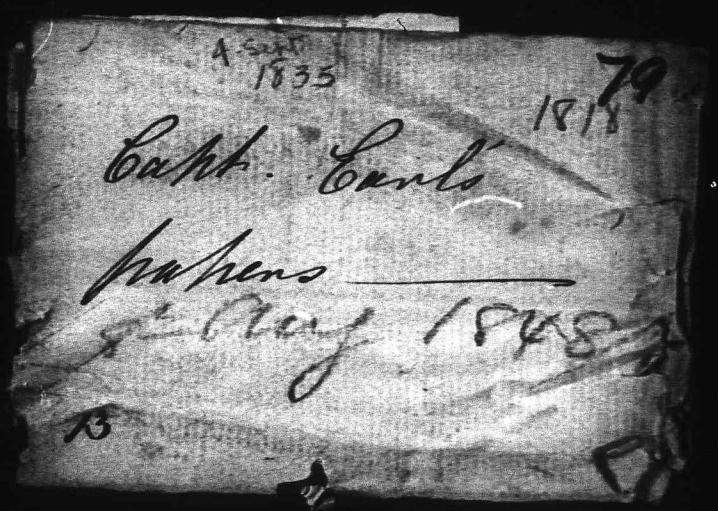
79

1818

Capt. Earl's papers —

8th Aug 1848

13



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POOR COPIE

80

4 Sept 1838

Copy

To His Excellency Sir John Colborne
K.C.B Lieutenant Governor of the Province of
Upper Canada - In Council

The Petition of Hugh Carlo
of Kingston

Humbly Sheweth

That the Petitioner in or about
the year 1805 received from Capt Jos Brant, the
Chiefs, Sachems and Warriors, of the Mohawks,
or Six Nations, a Grant of certain tract of Land
more particularly described in a Conformatory
Deed, Granted to him and Daughters, by the
Chiefs, Sachems and Warriors, in the Year 1818.
herewith produced.

That the Petitioner laid his claim
before the Trustees, for the Indians, in Consequence
of a Public Notice, calling upon him and others
Similarly situated, to do so: which claim has
been rejected by the Trustees, for the reasons
assigned in the Letters from Wm Hepburn
dated 20 June - 25th July and 8th August
herewith

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CANADA

POOR COPIE

80

4 Sept 1838

Copy

To His Excellency Sir John Colborne
K.C.B Lieutenant Governor of the Province of
Upper Canada - In Council

The Petition of Hugh Carl
of Kingston

Humbly Sheweth

That the Petitioner in or about
the year 1805 received from Capt Jos Brant, the
Chiefs, Sachems and Warriors, of the Mohawk,
or Six Nations, a Grant of certain tract of Land
more particularly described in a Confirmatory
Deed, Granted to him and Daughters, by the
Chiefs, Sachems and Warriors, in the Year 1818
herewith produced.

That the Petitioner laid his claim
before the Trustees, for the Indians, in Consequence
of a Public Notice, calling upon him and others
Similarly situated, to do so: which claim has
been rejected by the Trustees, for the reasons
assigned in the Letters from Wm Hepburn
dated 20 June - 25 July and 8th August
herewith

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herewith produced,

That the Petitioner, could not comply with the terms, which Mr Hepburn required. Viz: the production of a Brants Lease or Deed. or a Copy thereof, from the Register. The Deed was registered at Niagara, as the Lands Granted lay in that District, the Register Books of which, were burnt by the Enemy during last War, and from the hurry and Confusion attendant thereon, his Grant had been lost, at least mislaid and not to be found.

That the Petitioner, although unfortunately unable to comply with the terms required by Mr. Hepburn, has it, nevertheless, in his power, to produce such evidence, as he flatters himself, will appear to Your Excellency in Council, Conclusive evidence of the fact, Viz. that Jos. Brant, the Chief Sachems & Warriors, of the Mohawk

or

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or Six Nation Indians, did grant him the Tract of Land, claimed by him, for himself and Daughters.

That should Your Excellency in Council be satisfied, that such is the fact that You would be pleased to order a Patent to be issued to him and Daughters, for the Lands in question.

And the Petitioner as in duty bound will ever pray.

sd H. Earl

City of Toronto
4th Sept. 1835

Govt. House 7th Sept. 1835

Referred to the Honorable the Executive Council

By Command

sd Wm. Rowan

(over)

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In Council 5th November 1835

Recommended that the case be referred again to the Trustees for Consideration whether a departure from the rule is advisable and whether evidence might not be heard in this peculiar case.

sd John Strachan
P.C.

sd H.

A true Copy

John Beikie
Clerk Executive Council

To, The Trustees for the
Six Nations Indians

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No 35
Captain Earl
claim to Sd Rl Lands
Feby. 1833

Dated 8 Aug. 1818

B

No 5451 –

I Do Certify that a Memorial of the Within Deed, is registered at the Office of Register for the Countier of Lincoln and Haldimand this 26th August 1818 – at 9 O'Clock A.M., in Book H. Folio 146 –

for John Powell
Register
W D Miller
Dy. Register

Deed Conforming
Brant Grant

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1818 8 Aug 1818 85

WHEREAS the Mohawk or Six Nation Indians heretofore in the Life time of Captain Joseph Brant, Thayendenega, deceased, did in full Council nominate, constitute and appoint the said Joseph Brant their Agent and Attorney to transact and manage their public affairs, concerns and business And Whereas the said Captain Joseph Brant being such agent and attorney heretofore for and on behalf of the said Mohawk or Six Nation Indians, and by and with the consent and approbation of the Chiefs, Sachems and warriors of the said nations in behalf of themselves and Brethren Did give, grant and release unto Hugh Earl of Kingston Esquire, a Friend of the said nations, and his Heirs and Assignees for ever All that certain parcel or tract of land hereinafter mentioned and described, the Deed of Grant or Release whereof was lost or destroyed by The Enemy, at Niagara, during the late war with the United States of America. And Whereas we are desirous that full and intire faith and confidence should be had and reposed in all our public acts and Deeds, and good faith and integrity be kept and observed in all our dealings, and towards all persons, And also that all acts, Matters and Things done by the said Captain Joseph Brant on our behalf and with our consent shall be fully acknowledged, ratified and confirmed The Acts and Deeds of the said nations.

NOW KNOW all men by these presents that in consideration of the premises, and of the Love and Friendship which we bear towards the said Hugh Earl, and also in consideration of Ten pounds, lawful Money, by the said Hugh Earl to us in hand paid on behalf of the said nations, the receipt whereof is hereby confessed, We The Chiefs, Sachems, and warriors of the Mohawk or Six Nation Indians whose names are hereunder written and subscribed, and whose seals are hereunto affixed Have in behalf of ourselves and our Brethren of the said Nations, given, granted, remised, released, confirmed and for ever quit claimed, and by These presents give, grant, remise, release, confirm and for ever quit claim unto The said Hugh Earl, his Heirs and Assigns for ever All that certain parcel or tract of Land, situate, lying and being on the Grand River, in The County of Haldimand, containing by admeasurement one Thousand Acres, be The same more or less being part of The Lands

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Lands which The said nations hold and posess under and by virtue of
writting or Grant under The hand and seal at armes of Sir Frederick Haldimand
and butted and bounded, or otherwise known as follows, that is to say.
Beginning on The Grand River at The North West corner of his Daughter
Margaret Anns Land Thence South one Hundred and Sixty chains;
Thence West Eighty chains; Thence down the said Grand River, the several
courses Thereof, to the place of beginning, with The appurtenances, and all
The Estate, Right, Title and Interest of them The said Six Nations, of, in, To
and of The same, To Have and to Hold The same unto the said
Hugh Earl, his Heirs and Assigns for ever, to the only proper use and
behoof of the said Hugh Earl, his heirs and assigns for ever, as fully to all
intents and purposes, and in as beneficial a manner as the same might
have been holden by us the said Mohawk or Six Nation Indians and
our posterity, if these presents had never been made and executed

And whereas Mary, Jane and Margaret Ann Children of the
said Hugh Earl are Grand Children of our late worthy and respected
Sister Mary, Sister of our late Brother Captain Joseph Brant
Thayendenega and as such entitled to share and posess in common
with us The Chiefs Sachems, Warriors and people of the Mohawk or Six
Nation Indians, The Lands which we hold and posess on the Grand
River under and by virtue of a writting or Grant as here in before specified
And whereas The said Mary, Jane and Margaret Ann are desirous
that a portion or allotment of The Lands which the said Six Nations
hold and posess in manner aforesaid should be appropriated and made
to them in Lieu, stead and satisfaction of the Lands which they so
hold in common with the said Nations, which we, as well from the
regard and respect which we have and retain for The memory
of our said Sister deceased, as friendship and affection for such
her Grand Children and Decendants are desirous to do and concede

Now Know all men that we whose names are hereunto
written and whose seals are hereunto affixed, the Chiefs, Warriors
and Sachems of the Mohawk or Six Nations Indians for and on behalf
of our selves and our Brethren of the said Nations Do also
covenant grant, conclude and agree that The said Mary, Jane and
Margaret shall from henceforth, at all Times forever hereafter
have, hold, posess and enjoy to them and their posterity forever

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CANADA

and their Heirs and Assigns. All that certain parcel or tract of Land butted and bounded or may be otherwise known as follows that is to say Beginning at the North west Corner of Walter Butler Sheehan's Land Thence South one Hundred and twenty chains; thence west Two Hundred and forty chains; thence North one Hundred and sixty Chains be the same more or less, to the said Grand River, Thence down the said Grand River the several courses thereof to the place of Beginning, containing, by admeasurement three Thousand Acres, be the same more or less. Being one Thousand acres for each of the before mentioned Children Mary Jane and Margaret Ann And it is hereby declared to be our intention that the said Mary's one Thousand acres shall adjoin the said Walter Butler Sheehan's Land — and the said Jane's one Thousand acres, shall adjoin on the West of her Sister Mary's Land, and the said Margaret Ann one Thousand acres to be still more westward and adjoin her Jane's Land. Together with all and singular the appurtenances And we the said Chiefs Sachems and warriors, on behalf of ourselves and our Brethren of the said Nations Do accordingly give, grant, release and confirm unto the said Mary Jane and Margaret Ann, the parcel or tract of land above mentioned to be set apart to and for the said Mary Jane and Margaret Ann and for their Part and Share as aforesaid of such parcel or tract of Land so holden as aforesaid, To Hold the same to them their Heirs and assigns forever.

In witness where of we the said Chiefs, Sachems and warriors for ourselves and for and on behalf of our Brethren of the said Mohawk or Six Nations to these presents have set our Hands and Seals at Burlington Bay this the 8th or eight day of August in the Year of our Lord, one Thousand Eight Hundred and Eighteen

Sealed and Deliv^d in presence of the words "Daughter Margaret Ann" and Sixty" page 1st wrote on erosure befor execution

" J B Clinch
" Peter Horning

Signed " Isaac Jack Tehennakarim (S)
" Jacob Lewis Ogonuatha (S)
" Thomas Davis (S)
" Tehonoagheointerogunia (S)
" Moses Lewis Snosgoharowene (S)
" Paul's Poules Kerengoty (S)
" Henry A Hill (S)

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CANADA

88

5th Sept. 1835.

Mr. Wm. Mylne

(Agent of Mr. Hugh Earl — as to error in Survey of the Muirhead tract by Mr. Bernwell) —

William Hepburn Esq.

Toronto

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Toronto 5 Sept 1835 89

William Hepburn Esq

Sir

I beg leave to state to you that the lands laid down in Mr Burwells Survey of the Indian lands as those belonging to the representatives of the late Mr James Meurhead are erroneously placed that by a Survey made by Mr Martel late Dy Surveyor the are made to commence at the North West Corner of Hugh Earls lands and which is in terms of the Deed Granted to him by the late Cap Jo Brant & others ~~to him~~ the stake at the North West Corner of Hugh Earls land is upon the Farm at present possessed by John Farr — I am respectfully

Sir Your most Obedt

William Mylne

agent for

Hugh Earl

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CANADA

City of Toronto 31 March 1835.

Dear Sir

I beg to transmit for His Excellency's information the accompanying Report of the Trustees of the Six Nations Indians upon Captain Earl's communication to you of the 21st instant.

I take this opportunity of stating that within these last few days I have received a letter from Major Winniett conveying to the trustees the wish of the Indians as expressed at a Council lately held that all the Deeds given by the late Captain Joseph Brant in respect of the intermarriage of White people with them which should receive the sanction of the trustees should be confirmed by His

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Mr Hepburn
respecting the
deeds to be
sanctioned, to
persons holding
Grant leases
1835–

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Excellency. This they desire to be acted upon as a general principle, and I shall be glad to be informed whether His Excellency approves of it or not, that the trustees may be guided in their proceedings accordingly.-

I have also received from Major Winniett a Deed of Surrender dated on the 26th. of the present month by the Chiefs to His Majesty of all their lands on the Grand River included in the Brant Deeds In trust that Patents may be issued to the parties who may be found equitably entitled to receive them by the decision of the trustees. Shall I keep this deed among the trust Papers or transmit it to the Indian Office?

I remain, Dear Sir,
Very faithfully Yours
William Stephen
a Trustee of the Six Nation

Lieut Col. Rowan
&c &c &c

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CANADA

93

16 June 1835

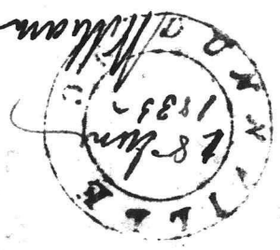
Wm. Mylne Esq:
(Capt. Earl &
Children.)

Toronto
U. C.

William Hepburn Esq

18 Jun 1835





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CANADA

Recd & ansd. 20 June 1835

94

William Hepburn Esq. U.H. Lothian Cottage by Dunwell
16 June 1835

Sir

In Feby last. Lewis Burwell Esq. caused an advertisement to be stuck upon Dunwell calling upon all those who had claims upon Indian Land. to give them in to him. In consequence. I in that Month forward to him from Niagara a Certified Copy of Hugh Earl Esq. deed taken from the District Register and not having heard from him since I requested Messrs Truscott Green & Co to make inquiry at you if any thing and what had been done respecting it — Mr Earl and Daughter having executed a power of Atty authorising me to act for them — The period at which sales may be expected to be made having now arrived. and it being of the greatest consequence to him that an Early determination may be come to. I take the liberty

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of again Applying to you. to know if any thing is done or likely to be, soon, not that I have any doubts in my own Mind of the Justice and Correctness of his Right to the lands in question but when a doubt has been raised. that it is necessary. to get it settled for the satisfaction of purchasers and in the mean time I think it Right to state to you that I have sold lots No 15. 17. 18 and 1/2 of No 19. 1st Concession and awate the decision before settling with the purchasers —

I propose being over in Toronto. Second Week in July and shall take the liberty of calling upon you if I do not hear from you previous to that time

I am respectfully
Yr
Your Most Obt
William Mylne

95

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CANADA

24 June 1835.

Wm. Mylne Esq.

(Capt. H. Earl & children)

96

Pan

Pair G

William Hepburn Esq

Toronto

U.C.

25 Jun 35

Mr Bar

Major

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91

William Hepburn Esq. Lothian Cottage by Dunnville 24 June 1835

Sir

I am favoured with yours of the 20th Cur. It is true that Capt Earl has not produced to the Trustees for the Indians, a Brants title to the Lands he claims formerly belonging to the Indians because it was lost during the War — but I humbly submit to you that the Evidence of the existence of such a deed is perfectly conclusive without it having been obtain by any improper means —

1st the Deed a copy of which from the Register has been forwarded to you bears expressly that it consisted with the Granters knowledge that Capt Jos Brant had granted a title to the lands to Hugh Earl and daughters —

2 - The deed, a copy of which I presume is also in your possession of certain lands granted by Jos Brant to — Muir head you will find a confirmation of his having previously grant

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Lands to Capt Hugh Earl "Viz. that the Grantee to Muirhead was to commence at the Stake at the North West. Corner of the Lands formerly Granted to Capt Hugh Earl —

So that in this claim of Mr Earl & daughters You have not only the Evidence of the Grantees of the deed; now in question but the Evidence of Capt Jos Brant himself that he had granted them to Mr Earl — I shall however go up to Brantford and see Major Hunnett upon the subject on or before the 29: Inst —

I am respectfully
for Your most Obt Ser
William Myers

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15 July 1835.

Wm. Mylne Esqr.
(Captn. Earl)

99

William Hepburn Esqr
Toronto
U. C.

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20th July and. - the expressions in Minnehaha Deed referring to Earl's land not suffer to in Deed trustees to dispense with rule of reporting from of refd lease & attd copy

William Hepburn Esq

Niagara 15 July 1835

15 July 1835

W. H.

160

Sir

Agreeable to what passd when I had the pleasure of seeing you yesterday in Toronto I now inclose you a copy of the Registered Deed of Lands for the Indians to Mr Minnehead. which with that forwarded to you by Mr Burwell I hope will be satisfactory Evidence of Copt Earls. claim to the Indian Land Opposite Dunnville referred to in the Deed granted to him by the other chiefs upon which subject I shall be happy to be favoured with your decision

I am respectfully

Sir Your Mst Obedt

William Mylne

Lothean Cottage by

Dunnville

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4th Augt. 1835.

Mr. Myles

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consideration I will be much obliged by your returning to me the Registered Copy of Manheads and Carts Deeds which of forwarded — I am respectfully

for your mt. Ill

William Hyslop

4th Augt. 1835

Wm. Hyslop

William Hesburn Esq.

Secty of Toronto

U.C.

6 Aug 1835

101

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8th Aug 1835. Recd & ans. - decision final - misper appl. to E.C. - decd

William Hepburn Esq.

W. Hotham Cottage by Dunnville

4 Aug 1835 4 Aug 1835

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I was favoured with yours of the 20 thro by last Mail - If I am to consider it as a final answer to Capt. Earls claim. I consider it my duty as his agent, to take the first opportunity to intimate, that he will not hold himself bound to abide by this decision; and that he will, altho reluctantly, resist it until compelled by Law to comply - whilst I do this I think it also my duty to state my reasons for coming to this conclusion -

1st because I consider the principles laid down by the Trustees for the Grounds of their decision wrong Vs. that if a Brants title or a Copy thereof in the Register cannot be produced the claimant must loose his Lands -

It is a notorious fact, that no Copy of any deed, from the Niagara Register, previous to the War, can be produced, the Registers having been burnt by the Enemy, Capt Earl was himself actively engaged in the War

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had part of his own property, at Kingston destroyd, and in the hurry and confusion attendant upon war, lost his deed - but fortunately for him, sufficient evidence exists in my humble opinion, to establish his claim, either in a Court of Equity, or Law,

2 that were the principles of the Grounds, laid down by the Trustees, reduced to practice, Generally, ~~they~~ would be of the most ruinous & unjust nature, depriving those who have fair & equitable claims to property, of their just & undoubted right, -

3 That the evidence Capt Earl can, & has produced, as perfectly conclusive as to his right to the property now claimed & are &c.

1 - Actual possession by himself a Agent undisputed for the last 17 Years —

2. A deed from the Indian Chiefs in 1818. referring to a subsequent one Granted by Capt Jos Brant —

3. A Registered Copy of a deed, Granted by Jos Brant & others, to Muirhead, of Lands, Butted and Bounded on Lands and there being no other but Indian Lands

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in the neighbourhood which could be referred to —

4. That there is a Survey made by Jones D. S. in 179— made by orders either of Govr. a Brant & others in which the lands granted to Cap Earl is laid down & Marked (the I believe is in Lewis Burwell Esqr. hands)

5. If allowed a proof personal Evidence can be produced

The above are the reasons upon which I differ with the Trustees for the Indians — In point of fact Munheads deed alone is in my opinion sufficient evidence of the fact of a deed having been granted by Brant to Earl because without such a deed it is no discrepation upon a claim as that of Munheads could be established

The lands on opposite side of the River granted to invaded by the Indians are 1st Sheehans grant commencing at a certain stake — 2d Earls butted and bounded by Sheehans trait. 3. Munheads Butted and Bounded by Earls — 3d. Munheads Grant is not Butted and Bounded by Earls. the Grant may as well be made for Lands of Brantford as at Dunnville — If the Trustees do not intend to give Capt Earls claim an [illegible]

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ation of them the said six nations of Indians or any or eithe
of them or of or by any other persons or persons whomsoever clai
ing or to claim by, from or under them or any of them, or by o
with their or either of their privity, Assent, Consent or procure
ment. In witness whereof the parties to these presents
have here unto inchaneably set their hands and seals th
day and year first above written

Signed Sealed & delivered
In presence of us

Jos Brant
Agt

Amos Hurgis
Epr L. Phelps

John Earle

Recd on the within this 4th day Decr 1808
Sixty nine hounds twelve Nyl. on within Rec
In behalf of six nations Pr Epr L. Phelps

Recd in full the Consideration Money within
mention in behalf of six nations this 31st July
1809 We say Recd by us —
Henry Dekarihogea
Paul Shageyadeyostha
Peter Kearageagon
Cayaga Benjn Kronsaniyent
Ayanade Oguaga Joseph
Adama Henryot
Oseragede Shorgonesowane
Dekenaharine Entasan

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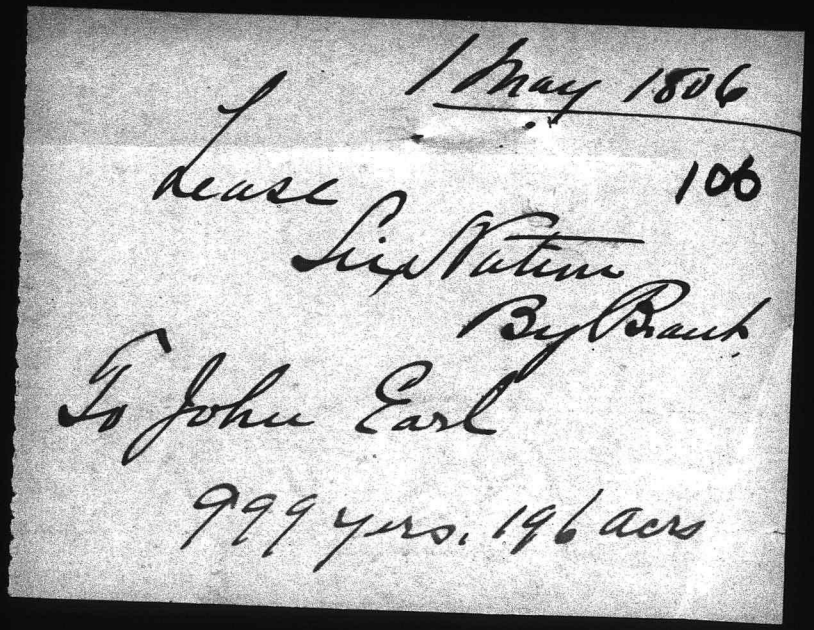

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POOR COPIE

This Indenture made this first day of May in year
of our Lord One Thousand eight hundred and six, between the Six Nations of
Indians residing on the Grand River in the Province of Upper Canada, by
Joseph Brant, principal chief and agent for the said Six Nations, duly auth-
orised, in the Name of them the said Six Nations, and on their behalf to
to execute Leases of such parts and parcels of their Lands as by the said
Joseph Brant shall be thought fit to be leased of the one part, and John
Earl resident in the vicinity of the said Grand River, Husbandman
of the other part, Witnesseth that whereas on the twenty fifth day of
~~October in the year of our Lord~~ One Thousand Seven hundred and eigh-
ty four, at the city of Quebec, upon the representation of the said Joseph
Brant in behalf of the said Six Nations of Indians to the late General
Frederic Haldimand then Governor and Commander in chief of the Provinc
of Quebec and Territories depending there on H.M.& C. he the said
~~Commander in Chief~~ "in Consideration of the early attachment
to the Kings cause, Manifested by the Mohawk Indians and of the
Loss of their Settlement which they thereby Sustained," by an Instru-
ment in writing by him Subscribed with his Seal at arms annexed
and since to Wit on the twentieth day of March in the year of our
Lord one Thousand Seven hundred and Ninety five duly enregistered
in the Secretarys Office of the said Province of Upper Canada Lib. A.
Fol. 8 was pleased to grant appropriate and assign to them and Such
Others of the Six Nations as wished to Settle in that quarter
Six Miles deep from each side of the River Ouse or Grand River at
the Mouth there of and extending in that proportion to the head of the
said River to be enjoyed by them and their posterity forever." Reference there-
unto being had.— Now Know Ye that the said Six Nations by their said
Agent for the Considerations of the rents and Covenants here in after Specifi-
ed hath Leased and to farm Letton and doth here by lease and to farm
let to the afore said John Earl his heirs and assigns all that tract or
Parcel of Land being a part and and parcel of the above described
Territory granted by the said Commander in chief to the said Six
Nations as afore said and known by being Lot Number Seven on the
West side of a road leading from the Fording [illegible]

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POOR COPIE

Brants Farm on the Grand River to Long Point Butted and bound-
ed as follows Beginning at a stake on the west side of the afore Sd
road Marked Six and seven thence North Sixty two degrees and thir
ty Minuits west one hundred and one chain and sixty Links
to a stake Marked Six and seven thence North Thirteen degrees
west west Twenty chains to a stake Marked Marked seven and
eight thence South sixty two degrees and thirty Minuits east one
hundred and one chains and twenty five links to a stake mark
ed eight and Nine from thence on the west side of the road
to the first Mentioned boundary Containing one hundred &
Ninety six acres of Land, Reference there unto being had togeth
er with all the appurtenances there unto belonging — To have
and to hold the above leased premises with the appurtenances
to the said John Earl his heirs and assigns for and during the
full term of Nine hundred and Ninety Nine years, fully to be
compleated and ended commencing with the date of these presents
under the following considerations limitations and agreements,
the said John Earl for himself his heirs, executors and administra
tors, doth here by Covenant and agree to and with the six
Nations of Indians aforesaid and Joseph Brant their agent
as afore said, to pay to the said Joseph Brant as agent as a
fore said one Hundred and Seventeen pounds twelve Shillings New
York Courency at the time of executing these presents, or that the Sd
John Earl his heirs executors or administrators shall well &
truly pay or cause to be paid to the said agent as afore said the
simple Interest of the said sum annually on the first day of
October in every Year, and so much of the said principal sum
to extinguish the said sum of one hundred and seventeen
pounds twelve shillings as afore said together with all the Interest
which shall have arisen at the rate of six per centum per annum
untill the said principal sum shall have been so extinguished, which
time shall not exceed seven years from the day of the date of these presents; &
it is here by agreed by the parties to these presents, that at the end of the
said term of seven years, that if the afore said sum of one hundred
and seventeen pounds twelve Shillings and its Lawfull Interest be not paid
and

and discharged in the Manner as aforesaid, then the aforesaid Joseph
Brant as agent for the said six nations or the agent for the then time being
upon the repayment of the principal of the sum or sums of Money as has
been paid by the said John Earl his heirs, executors or administrators
to the said agent, that then it shall and may be lawfull for the said
agent or the agent for the then time being to reenter on any part of the
afore said premises in the name of the whole, and to repossess and enjoy
in the name of the said six nations as their first and former estate
and the said John Earl and all and every other Occupier and occupiers
of the said leased premises, from thence utterly to expell, remove and
put out, any thing in these presents contained to the cantrary in any
wise Notwithstanding, and the said John Earl for himself his heirs
executors and administrators doth here by Covenant and agree to &
with the agent as afore said, that he the said John Earl his heirs, executors &
administrators shall and will after the expiration of the said term of seven
years well and truly pay or cause to be paid to the agent for the said
six Nations for the then time being one Dung-hill Fowl Yearly and every
on the Thirtieth day of April in every year (if the same be lawfully dem
anded) for and dureing the residue of the afore said term of Nine hun
red and ninety nine years, And the said six Nations by their said
agent do here by grant and agree to and with the said John Earl
his heers and assigns they paying the said rents and performing
the afore said covenants before reserved, conditioned and contained
as is here in before specified that he and they shall and may quietly
peaceably have hold occupy and enjoy the said parcel or tract of
Land here in last before described and here by leased together with the
privilages and appurtenances thereunto belonging or in any wise
appertaining for and during the aforesaid term of Nine hundred
and Ninety nine years without the lawful let hindrance, or Mole
ation —

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4 March
1835.

Mr F. Geoward

110

Mr. P. Hepburne Esquire
Otaw. a. Co.
Mr. Hiram Shapo 3
Toronto

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Mount Pleasant 4th March 1835

111

W. P. Hepbourn Esqr.

Sir

May I beg the Favr. of you to send me by Mr. Phelps the Boundaries of Broken Front of Lot No. 11 West side of main road leading from Brantford to Long Point Lease Solomon Phelps to me also the Boundaries of Lot No. 11 West side of Road Eps L. Phelps to John Misner Big and oblige

Sir

Yrs Obt. Humble Servt.

F. Howard

The claimants land forms part of a tract of 1200 acres granted by Brant in respect of the marriage of an Indian Woman with a white - No answer given at present or description sent as requested until it is determined whether leases of this kind will be sanctioned by Govt. - W. H.

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14 Feb: 1835.

Mr. F. Yeoward

112

Williams & Hepburn Esqr
Toronto

BRANTFORD
FEB 15

PAID

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Ans. 20 Feb: 1835 Mount Pleasant 14th July 1835

113

W. P. Hepburn Esqr.

Sir

May I beg the favr. of you to inform me at your earliest convenience whether the South half of Lot No. 10 East side of the Road leading through Mt Pleasant reported by Absalom Shade Esqr. is confirmed

I am Sir

Your Humble Servt

J. O'Donnell

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H-56

Plan

of a tract of land Situate
in the Township of Brant-
ford originally Leased
by the late Joseph Brant
to Roswell Stevens
for 999 Years Surveyed
by Lemuel Brunell
D.P. Surveyor

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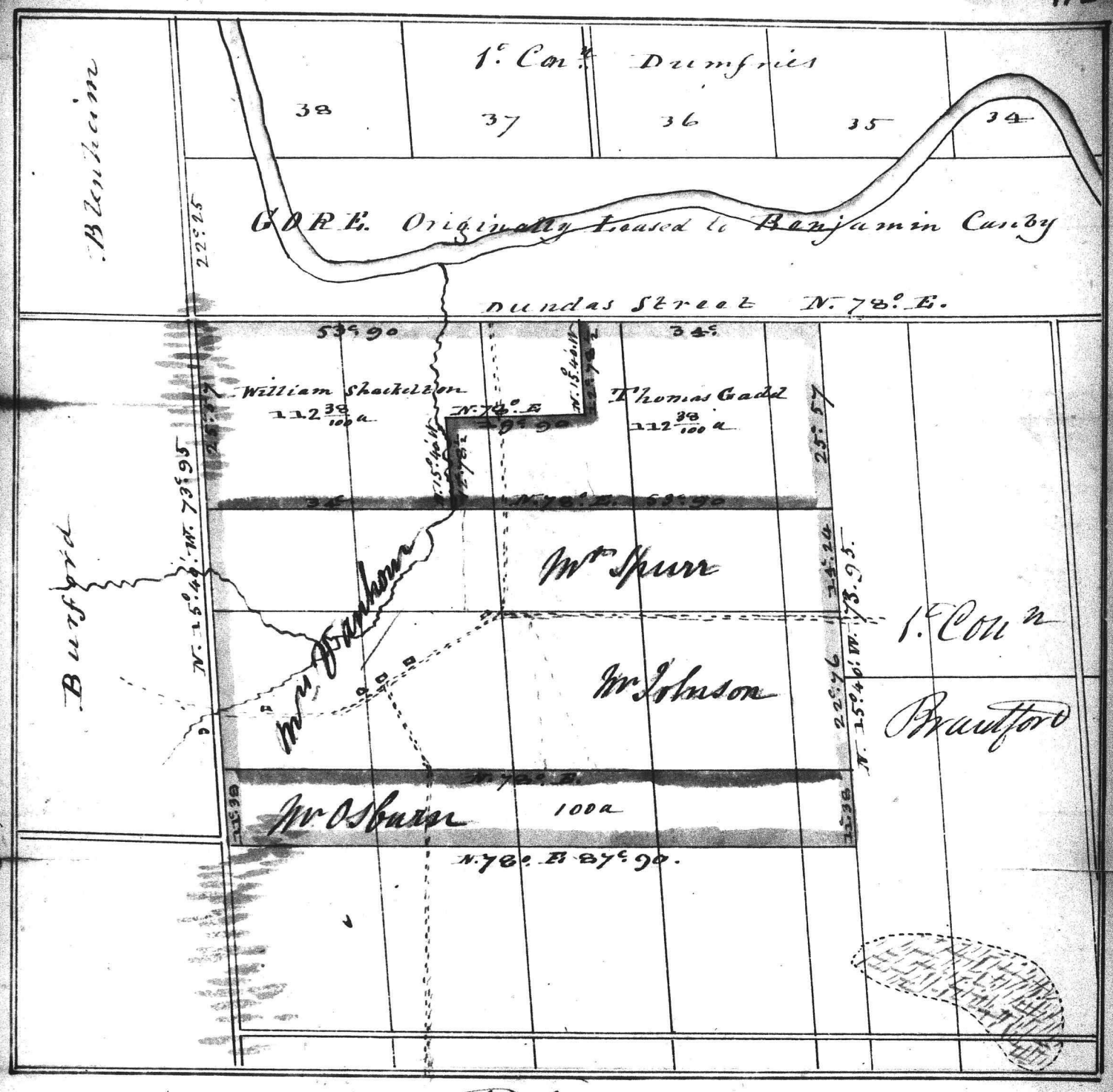

Plan

Of the out lines of the Tract of Land Leased by the late Captain Joseph Brant to Roswell Stevens for 999 Years, for 600 acres more or less, but by the boundaries it Contains 650 acres - See my Official Report - And embracing the discriptions of the Parcels Claimed by William Shackelton and Thomas Gadd. Laid down by a Scale of 20 Chains to one Inch.

Brantford 14.th December 1835.

Roswell Stevens
P.L. Surveyor

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POOR COPIE

118

Hereby Conveyd and Every and every Part there of with the Appertenances unto the said Thomas Gadd his heirs Executors Administrators and assigns without any Suit trouble Eriction Hindrance Interuption or Disturbance of by or from the said John Martin or of by or from any Person or Persons whomsoever Lawfully Claiming or to Claim by from or under him the the said John Martin or by or with his or their Privity assent Consent or Procurement in Witness where of the Parties to these Presence set their Hands and Seals this Day and year first within written ——————

Signed Sealed & Deliverd in Presence of us —

John Martin

Erater fourth line for Niagra read Gore — also ninth line for Niagra read Gore

Thomas Gadd

Peter Martin

James Thompson

N.B. An open Road to be kept from Dundas Street to Mr Spurs.

John Martin

Thomas Gadd Sr

P.S. paid Eighty Seven Pounds ten Shillings Currency for it in a state of Nature forwarded by Mail on the 7th day of March 1835

176

Copy
John Martin
to
Thomas Gadd
115 acres
9th July 1825.

This is a part of the Tract
Lease from Roswell
Stevens to John Martin
and now held by
Thomas Gadd

No. 6.

A Copy of Thomas Gadd
Lease

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POOR. COPIE

117

A Copy of an Indenture.

This Indenture made the ninth day of July in the year of our Lord one thousand eight Hundred and twenty five between John Martin of the Township of Burford County of Oxford in the District of London and Province of Upper Canada Farmer of the one Part and Thomas Gadd Senior of the Township of Dumfries County of Halton District of Niagra and Province of Upper Canada Yeoman of the other Part Witnesseth that the said John Martin for and in consideration of the yearly Rents Covenants and Conditions hereinafter Contained on the Part of the said Thomas Gadd Senr. his Heirs Executors Administrators and assigns to be Paid done and Performed hath Demised Leased and to Farm let and by these Presents doth Demise Lease and to Farm let unto the said Thomas Gadd Senr. and to his Heirs Executors Administrators and assigns all that Certain Tract or Parcell of Land Situate lying and Being in the County of Haldimand and District of Niagra aforesaid Containing by Admeasurement one Hundred and fifteen Acres being Composed of the Easterly Half of two Hundred Acres or the Northerly Part of a Tract of Lands Leased by the Six Nations of Indians to Rosanell Stevens by Indenture of Lease bearing date the Nineteenth day of May in the year of our Lord one thousand Eight Hundred and Seven and signed by their Principle Chief and Agent Joseph Brant Reference there to being had which said Tract or Parcell of Land which is Butted and Bounded as follows that is to say Commencing at a Stake Standing on the West Bank of Cedar Creek it being the Southwest Angle of the said Tract thence North Seventy Eight Degrees and half East fifty Seven Chains and forty nine Links thence Northerly fifteen Degrees forty Minutes West twenty Six Chains to Dundas Street thence South Seventy Eight and a half West thirty one Chains Seventy Links thence South fifteen Degrees forty Minutes East thirteen Chains to a Stake or Stones thence South Seventy Eight Degrees & a half West twenty five Chains Seventy nine Links to a Stake Standing near the Edge of Cedar Creek thence South fifteen Degrees forty Minutes East fifteen Chains to the Place of Beginning together with all and Singular the Benefits Liberties and Privileges to the Premises Belonging to have and to hold the said Demised Premises with the Appurtenances unto the said Thomas Gadd Senr. his Executors administrators and assigns for and During and Untill the full end and term of Nine Hundred and ninety nine years next Ensueing the day of the Date of these Presents fully to be Complete and Ended yielding and paying therefor Yearly and every year Unto the said John Martin his heirs or assigns on the first day of January one Peppercorn if the same be Lawfully Demanded and the said John Martin for Himself his heirs and assigns doth hereby Covenant and agree to and with the said Thomas Gadd Senr. his Heirs Executors administrators and assigns that he And the and Each of them paying the Rent aforesaid and Performing fulfilling and Keeping all and Singular the Covenants and Conditions and agreements herein Contained on his and their and Each of their Parts to be Performed fulfilled and Kept shall and may lawfully Peaceably and quietly have hold Possess Occupy and Enjoy the Premises

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Hereby Conveyd and Every and every part there of with th
Executors Administrators and assigns with out any Suit trouble
the said John Martin or of by or from any Person or Persons whom
the said John Martin or by or with his or their Previty assent Co
Presence set their Hands and Seals this Day and year first

Signed Sealed & Delivered
in Presence of us —

Erates fourth line for Niagra
read Gore — also nenth line for
Niagra read Gore

Peter Martin

James Thompson

AB An open Road to be kept from Dundas Street

John Martin

Thomas Gadd

Paid Eight
Currency for it
forwarded by Mail

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...tten

John Martin

Thomas Gadd Sen

Dated 9 July 1825. 119

Martin
to
Gadd

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CANADA

POOR. COPIE

set their hands and seals, the day and year first within w
Signed Sealed & delivered
in presence of us.—
Cratter fourth line for Niagara
read Gore also Ninth line for
Niagara read Gore
Peter Martin
James Thompson

N B An Open Road to be kept from
Dundas Street to Mr Spears

John Warren
Thomas Gadd Junr

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POOR COPIE

This Indenture, made the ninth day of July in the year of Our Lord one thousand eight hundred and twenty five Between John Martin of the Township of Burford, County of Oxford in the District of London and Province of Upper Canada farmer of the one part and Thomas Gadd Senior of the Township of Dumfries County of Hamilton, District of Niagara and Province of Upper Canada Yeoman of the other part ——— Witnesseth that the said John Martin for and in consideration of the yearly rents, covenants and conditions hereinafter contained on the part of the said Thomas Gadd Sen his heirs, executors, administrators and assigns, to be paid done and performed, hath demised, leased and to farm let, and by these presents, doth demise, Lease and to farm let unto the said Thomas Gadd Sen. and to his heirs executors, administrators and assigns all that certain tract or parcel of land situate, lying and being in the County of Haldimand and District of Niagara aforesaid containing by admeasurement one hundred and fifteen Acres being composed of the Easterly half of two hundred Acres on the Northerly part of a tract of Lands Leased by the six Nations of Indians to [illegible] well Stevens by Indenture of Lease bearing date the Nin[illegible]tenth day of May in the Year of our Lord one thousand eight hundred and seven and signed by their principle Chief and Agent Joseph Brant; reference thereto being had; which said tract or parcel of land is bounded and bounded as follows; that is to say, commencing at a stake standing on the West bank of Cedar Creek it being the southwest angle of said tract thence North seventy eight degrees and a half East fifty seven Chains [illegible] link, thence Northerly fifteen degrees forty minutes West twenty six chains to Dundas Street, thence South seventy eight and a half West thirty one Chains seventy links thence South fifteen degrees forty minutes East thirteen chains to a stake or stones thenence South seventy eight degrees and a half West twenty five Chains seventy nine links to a stake stake standing near the edge of Cedar Creek then South fifteen degrees forty minutes east thirteen chains to the place of beginning, together with all and singular the benefits, Liberties and priviledges to the premises belonging: To have and to hold the said demised premises with the appurtenances, unto the said Thomas Gadd Sen. his executors administrators and assigns for and during and until the full end and term of nine hundred and ninety nine Years, next ensuing the day of the date of these presents, fully to be complete and ended: Yielding and paying therefor yearly every [illegible] unto the said John Martin his heirs or assigns, on the first day of January [illegible] if the same shall be lawfully demanded and the said John Martin for himself, his heirs and assigns, doth hereby covenant and agree, to and with the said Thomas Gadd Sen. his heirs, executors, administrators and assigns, that he and they and each of them, paying the rent aforesaid and performing, fulfilling and keeping all and singular the covenants and conditions and agreements herein contained on his and their and each of their parts, to be performed, fulfilled and kept shall and may lawfully, peaceably and quietly have hold, possess occupy and enjoy the premises hereby conveyed, and every part thereof with the appurtenances, unto the said Thomas Gadd his heirs executors administrators and assigns without without any suit trouble eviction hinderance interruption or disturbance, of by or from the said John Martin or of by or from any person or persons whomsoever, lawfully claiming or to claim by, from or under him the said John Martin or by or [illegible] his or their privity, assent, consent or procurement. In witness whereof the parties to these presents

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set their hands and seals, the day and year first within w
Signed Sealed & delivered
in presence of us.—
Cratto fourth line for Niagara
read Gore also Ninth line for
Niagara read Gore
Peter Martin
James Thompson

N.B. An Open Road to be kept from
Dundas Street to Mr Spers

John Martin
Thomas Gaul Senr

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121

William Hopkins
Esquire

17th Mch City of Toronto
38

Thomas Gadd

~~Thos Hamilton & Crooks~~
&
Thos Martin & ~~Rosell~~
Rosevelt Stevens —

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Sir

122

Seeing it is Advertised in the Brantford Sentinel. that it is Nesessary that all Persons holding Leases given by the late Captain Joseph Brant. or Leases given under his, must be sent to Toronto to you as Agent for Government to Ispect them and if the Originals are approvd you are Authorisd to give Deeds of the same — my first Lease I purchasd of George Hamilton Esquire. the Original Lease he as by him given by the late Captain Joseph Brant to Benjamin Canby Esquire I do Expect Mr Hamilton as sent it to Toronto for approval — if not I hope you will have the goodness to Inform me by Letter that I may wait on him Immediently and forward it to you — I have likewise an other Lease Enclosd that I purchasd of the late John Martin of Burford who Purchased of Mr Rosewell Stevens of Mount Pleasant who had the Original Lease of Captain Brant — Mr Van Horn And Luke Vorus Spur — Purchasd a part of the said tract granted to the said Stevens Mr Van Horn and Mr Spurs Leases have been approvd at Toronto if there be any Deficiency of Information Concerning the above Leases you will Please to Inform me by Letter. And when the Deeds are made out no doubt you will Inform the Public generally

I Remain with Respect your most
Obedient [illegible] Thomas Gadd

Dumfries near Paris
Gore District

February 25. 1835

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Roswell Stevens
to
Wm Marten } Lease

Dated the 29th July 1808.

200 acres more or less

This Lease Embraces the
right of Thomas Gadd
and William Shackelton
Lewis Brunell
Surveyor

Brantford 23d November 1835.

Nos 5 and 6.-

These Nos are made to Coincide with the descriptions-

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124

This Indenture, made the twenty ninth day of July in the year of our Lord one thousand eight hundred and eight Between Roswell Stevens of the County of Haldimand in the Disbrict of Niagara and Province of Upper Canada farmer and Carpenter of the one part and John Martin of the Township of Blenheim in the County of Oxford Disbrict of London and Province of Upper Canada aforesaid yeoman, of the other part Witnesseth that the said Roswell Stevens for and in consideration of the yearly rents covenants and conditions herein after contained, on the part of the said John Martin his heirs, Executors, administrators and assigns, to be paid, done and performed, hath demised, leased and to farm let, and by these presents, doth demise, lease and to farm let, unto the said John Martin, and to his heirs executors, administrators and assigns, all that certain tract or parcel of Land situate, lying and being in the County of Haldimand aforesaid containing by admeasurement Two hundred ——— Acres be the same more or less, being composed of the Northerly part of a tract of Land Leased by the Six Nations Indians to the said Roswell Stevens by Indenture of Lease bearing date the Nineteenth day of May in the year of our Lord one thousand eight hundred and seven and signed by their principal Chief and Agent Joseph Brant; reference thereto being had; which said tract or parcel of Land is butted and bounded as follows: that is to say, by Dundas Street on the North, the Township of Burford on the West; the land of Joshua Chapel on the South; and the Indian Lands on the East; together with all and singular the benefits, liberties and previleges to the said premises belonging: To have and To hold the said demised premises with the appurtenances, unto the said John Martin, his executors administrators and assigns, for and during and untill the full end and term of Nine hundred and ninety nine years, next ensuing the day of the date of these presents, fully to be complete, and ended: Yielding and paying therefor, yearly and every year unto the said Roswell Stevens his heirs or assigns, on the first day of January, One pepper Corn if the same be lawfully demanded, and the said Roswell Stevens, for himself, his heirs and assigns, doth hereby covenant and agree, to and with the said John Martin, his heirs, executors, administrators and assigns, that he and they and each of them, paying the rent aforesaid, and performing, fulfilling and keeping all and singular the covenants, conditions and agreements herein contained, on his and their and each of their parts, to be performed, fulfilled and kept, shall and may lawfully, peaceably and quietly have, hold, possess, occupy and enjoy the premises hereby conveyed, and every part thereof with the appurtenances, unto the said John Martin his heirs, executors, administrators and assigns, without any suit, trouble, eviction, hindrance, interception or disturbance, of, by or from the said Roswell Stevens, or of, by or from any person or persons whomsoever, lawfully claiming or to claim by, from or under him the said Roswell Stevens, or by, or with his or their privity, Assent, consent or procurement. In Witness whereof the parties to these presents have hereunto set their hands and Seals, the day and year first above written. ———

Signed, Sealed & Delivered
In presence of us ———

the word "North" in the tenth line, first written on an erasure ———
the letter "u" in the word "trouble" in the twentieth line first interlined ———
the letters "fil" in the word "fulfilling" in the seventeenth line first interlined ———

Asa Jones
Thomas Hornor

Roswell Stevens

John Martin

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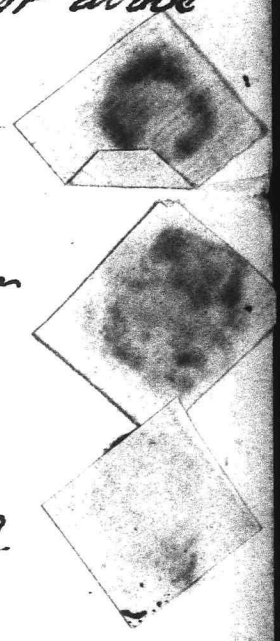
his Heirs and assigns as he or they or his or their Counsel learned in the law shall reasonably devise advise or require In Witness whereof the parties to these presents have hereunto set their hands and seals the day and year first above written.

Sealed and Delivered In the presence of the words "and containing five hundred acres be the same more or less being first interlined.

Thos Taylor
P H Hamilton

George Hamilton
Maria L Hamilton
Thomas Gadd



Be it remembered that on the tenth day of September in the year of our Lord 1822 at Boston in the district of Gore came before me Thomas Taylor Esquire Judge of the district Court of Gore Maria Lavinia Hamilton within named and being examined by me touching her consent to be barred of all right and title to dower in and to the premises within named gave the same freely and voluntarily without any coercion or restraint of her husband or any other person or persons whomsoever.

Thos Taylor Judge district Court of Gore

10th Septr 1822. 125

Geo. Hamilton, Esqre
Maria Lavinia his wife
to
Mr Thomas Gadd
Release in fee

A Memorial of the within Instrument is Registered in the office of Register for the Counties of Huntworth and Halton the Eleventh of September Eighteen Hundred and Twenty two at minute Oclock forenoon Lib B fo 297 Memorial No 842

James Durand Junr
Dy Register

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This Indenture made the tenth -"-"
day of September in the year of our Lord One
thousand eight hundred and twenty two + +
Between George Hamilton of Barton in
the district of Gore Esquire and Maria Lavinia his
Wife of the one part and Thomas Gadd
of the township of Dumfries in the said district Yeoman
of the other part Witnesseth that the said
George Hamilton for and in consideration of
the sum of One hundred and twenty five pounds
of lawful money of this province to him the
said George Hamilton in hand well and
truly paid at or before the ensealing and
delivery of these presents the receipt whereof
he the said George Hamilton doth hereby acknow
ledge and thereof and therefrom and from every
part and parcel thereof doth acquit release --
exonorate and for ever discharge the said -
Thomas Gadd his heirs exors and admors
and every of them by these presents Hath by
and with the consent of his said Wife testified
by her being party to and sealing and deli-
-vering these presents granted bargained --
alienced released and confirmed and by these
presents Doth grant bargain sell alien re-
-lease and confirm unto the said Thomas --
Gadd - in his actual possession now being
by virtue of a bargain and sale to him thereof

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made for one whole year by Indenture bearing
date the day next before the day of the date of
these presents for the term of one whole year
commencing from the day next before the day
of the date of the said Indenture and by force
and virtue of the statute for transferring uses into
possession and to his heirs and assigns All
that parcel or tract of land commencing
twenty eight chains thirty links in a course
South seventy seven degrees ~~minutes~~ ~~minutes~~ West
from a forked bounded elm tree standing at
the forks of the grand river. thence following the same
course two hundred and twenty eight chains to the
easternmost side line of the township of Blenheim thence
bounding on that line South sixteen degrees east
twenty three chains forty three links to Dundas
street thence bounding on the said Dundas ..
street North seventy seven degrees east two ..
hundred and six chains thence North sixteen degrees west twenty
and containing five hundred acres be the same more or less
three chains forty three links to the place of beginning
and is situate on the Grand River tract in the district aforesaid
And the reversion and reversions remainder and
remainders yearly and other rents issues and profits
thereof And all the estate right title and interest
of him the said George Hamilton in or to the same
To have and to hold all and singular
the said tract of land and premises and every
part and parcel thereof with the appurtenances
unto the said Thomas Gadd his Heirs and assigns
To the only proper use benefit and behoof of the said
Thomas Gadd his heirs and assigns for ever

And the said George Hamilton for himself his
Heirs Exors and admors doth hereby covenant
promise and agree to and with the said Thomas Gadd
his Heirs Exors admors and assigns that he the
said George Hamilton hath not at any time
heretofore done any act matter or thing to charge
or incumber the tract of land and premises hereby
granted and released to the said Thomas Gadd his
Heirs and assigns but that he the said Thomas
Gadd his Heirs and assigns shall from time to
time and at all times hereafter have hold
occupy possess and enjoy the said tract of land
and premises hereby granted and released without
the lawful let trouble molestation or hindrance
of the said George Hamilton his Heirs Exors or
admors or of any person or persons claiming or
to claim by from or under him them or any
of them And also that he the said George
Hamilton his Heirs exors or admors shall and will
from time to time and at all times hereafter
make do and execute or cause to be made done
and executed at the reasonable costs and charges
in the law of the said Thomas Gadd his heirs
exors or admors or assigns all such further
and other lawful and reasonable act or acts
thing or things conveyances and assurances
in the law whatsoever for the further better
more perfect and absolute conveying assigning
releasing and confirming the said tract of
land and premises unto the said Thomas Gadd

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John Martin
to
William Lewis } Lease

100 Acres

This is for a part of the Lease from Roswell Stevens to John Martin and the part now owned by William Shackelton
Lewis Bannell
No. 5. Dy Sunyer

Brantford 23d. Novr. 1835.

978

1828

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CANADA

POOR. COPIE

This Indenture, made the eighth day of September in the year of our Lord one thousand eight hundred and eighteen, between John Martin of the Township of Burford in the County of Oxford, District of London and Province of Upper Canada farmer of the one part and William Lewis of the the Township of Burford in the County, District and Province aforesaid yeoman, of the other part. Witnesseth that the said John Martin for and in consideration of the yearly rents, covenants and conditions herein after contained, on the part of the said William Lewis his heirs, executors administrators and assigns, to be paid, done and performed, hath demised, leased and to farm let and by these presents, doth demise, lease and to farm let unto the said William Lewis, and to his heirs, executors, administrators and assigns, all that certain tract or parcel of land situate lying and being in the County of Baldimand aforesaid containing by admeasurement one hundred acres be the same more or less; being composed of the Notherly part of a tract of land leased by the six Nation of Indians to Roswell Stevens by Indenture of lease bearing date the Nineteenth day of May in the year of our Lord one thousand eight hundred and seven and signed by their principal Chief and agent Joseph Brant; reference thereunto being had; which said tract or parcel of land is butted and bounded as follows; that is to say: Commencing at the North West angle of said tract or parcel of Lands at the corner where the Indian line crosses Dundas street, thence south to the corner between said tract or parcel of land, and the lot that Hugh Graham now lives on, thence East to Cedar Creek, thence North to the center of said tract or parcel of land, thence Eastardly a sufficient distance to make one half of said tract or parcel of land to the said William Lewis, thence to Dundas street, from thence along Dundas Street to the place of beginning; Together with all and singular the benefits liberties and privileges to the said premises belonging; To have and to hold the said demised premises with the appurtenances, unto the said William Lewis, his executors, administrators and assigns, for and during and until the full end and term of Nine hundred and ninety nine years next ensuing the day of the date of these presents fully to be complete and ended: Yielding and paying therefor, yearly and every year unto the said John Martin his heirs heirs or assigns on the first day of January one peppercorn if the same be lawfully demanded and the said John Martin for himself his heirs and assigns, doth hereby covenant and agree, to and with the said Wm Lewis, his heirs, executors, administrators and assigns, that he and they and each of them, paying the rent aforesaid, and performing, fulfilling and keeping all and singular the covenants conditions and agreements herein contained, on his and and their and each of their parts, to be performed fulfilled and kept, shall and may lawfully, peaceably and quietly have, hold possess occupy and enjoy the premises hereby conveyed, and every part thereof with the appurtenances, unto the said Wm Lewis his heirs executors administrators and assigns, without any suit trouble or other hinderance, interruption or disturbance, of, by or from the said John Martin or of, by or from any person whomsoever, lawfully claiming or to claim by, from or under him the said John Martin or by or with

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POOR COPIE

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with his or their privity assent, consent or procurement.
In Witness whereof the parties to these presents have hereunto set their hands and seals, the day and year first above written —

Signed Sealed & delivered
In presence of us —

John Martin

Wm Lewis

James Knox
Peter Martin

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William Lewis
to
Philip Bertaux } Lease

Dated 29th December 1828.

This is for the same tract leased by John Martin to William Lewis - and now owned by William Shackelton by Lease from Phillip Berteaux - said to be now with the Trustees of the Six Nations -

Brantford 23. November 1835.

No. 5. Lewis Banable
D. Younger

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POOR. COPIE

This Indenture made the twenty ninth day of December in the year of our Lord one thousand eight hundred and twenty eight between William Lewis of the Indian Lands County of Wentworth District of Gore and Province of Upper Canada Yeoman of the one part and Philip Bertaux of the same place Yeoman of the other part Witnesseth that the said William Lewis for and in consideration of the sum of one hundred and fifty Pounds of Lawful money of Upper Canada to him in hand paid by the said Philip Bertaux, the receipt whereof is hereby acknowledged, and of the yearly rents covenants and conditions herein after contained on the part of the said Philip Bertaux, his heirs, executors, administrators and assigns to be paid done and performed Hath demised, leased and to farm let, and by these presents doth demise, lease and to farm let unto the said Philip Bertaux, his heirs, executors, administrators and assigns all that certain tract or parcel of Land situate lying and being in the County of Wentworth aforesaid containing by admeasurement One hundred acres be the same more or less, being composed of the northerly part of a tract of Land leased by the six nations Indians to Roswell Stevens by Indenture of Lease bearing date the nineteenth day of May in the year of our Lord one thousand eight hundred and seven and signed by their principal Chief and Agent Joseph Brant reference thereunto being had: which said tract or parcel of Land is butted and bounded or may be otherwise known as follows, that is to say, commencing at the north west angle of said tract then south fifteen degrees forty minutes east twenty six chains be the same more or less to the south west angle of said tract then north seventy eight degrees thirty minutes east thirty one chains seventy links be the same more or less to the edge of Cedar Creek, then north fifteen degrees forty minutes west thirteen chains be the same more or less being half the width of the said tract of Land then north seventy eight degrees, thirty minutes east twenty five chains seventy nine links, then north fifteen degrees forty minutes west thirteen chains be the same more or less to Dundas Street, then south seventy eight degrees thirty minutes west fifty seven chains forty nine links be the same more or less to the place of beginning: To have and to hold the said demised premises together with all and singular the benefits liberties and privileges with the appurtenances thereunto belonging unto the said Philip Bertaux, his heirs, executors administrators and assigns, for and during and until the full end and term of nine hundred and seventy eight years next ensuing the day of the date of these presents, fully to be complete and ended; yielding and paying therefor yearly and every year unto

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POOR COPIE

the said William Lewis his heirs or assigns on the first day of January one pepper corn if the same be lawfully demanded and the said William Lewis for himself his heirs, executors, administrators and assigns doth hereby covenant and agree to and with the said Philip Bertaux, his heirs, executors, administrators and assigns, that he and they and each of them, paying the rent aforesaid, and performing and fulfilling all and singular the covenants, conditions and agreements herein contained on his and their and each of their parts to be performed fulfilled and kept, shall and may lawfully, peaceably and quietly have hold, possess occupy and enjoy the premises hereby conveyed and every part thereof with the appurtenances unto the said Philip Bertaux, his heirs executors administrators and assigns without any suit trouble, eviction, hindrance, interception or disturbance, of by or from the said William Lewis, or of by or from any person or persons whomsoever lawfully claiming or to claim by from or under him the said William Lewis, or by or with his or their privity assent, consent or procurement.

In witness whereof the parties to these presents have hereunto set their hands and seals, the day and year first above written.

Wm Lewis

Signed, sealed and delivered in the presence of
Luke C. Shurr
C. Holme

Philip Bertaux

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Philip Bertrand
to
Wm MacKellar

Lease of Land

Indian Affairs (RG 10, Volume 106)

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POOR COPIE

This Indenture made the first day of February in the Year of our Lord One thousand Eight Hundred and thirty four Between Philip Bertaux of the Indian Lands in the County of Wentworth District Gore and in the Province of Upper Canada Yeoman of the one Part and William Shackelton of the same place Yeoman of the other part — Witnesseth that the said Philip Bertaux for and in consideration of the sum of Four Hundred and Fifty Pounds of Lawful Money of Upper Canada to him in hand paid by the said William Shackelton receipt whereof is hereby acknowledged and of the Yearly rents, covenants, and conditions hereinafter contained on the part of the said Philip Bertaux, his heirs executors administrators and assigns all that certain tract or parcel of Land situate, lying and being in the County of Wentworth aforesaid containing by admeasurement one Hundred Acres be the same more or less, being composed of the Northerly part of a tract of Land leased by the Six Nations Indians to Roswell Stevens by Indenture of Lease bearing date the Nineteenth day of May One thousand Eight Hundred Seven and signed by their Principal chief and Agent Joseph Brant Reference thereunto being had: which said tract or parcel of Land is better known as follows i e to say commencing at the North West Angle of said tract &c

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then South fifteen degrees forty Minutes
East Twenty Six Chains be the same
more or less to the South west angle of
said tract then North Seventy Eight degrees
thirty Minutes East thirty one Chains &
seventy Links be the same more or less
to the edge of Cedar Creek then north
fifteen degrees forty Minutes West thirteen
Chains be the same more or less being
half of the width of the said tract of
Land then North Seventy Eight degrees
thirty Minutes east twenty five chains
seventy nine links then North fifteen
degrees forty Minutes west thirteen chains
be the same more or less to Dundas
Street then South seventy Eight degrees
thirty Minutes west fifty seven Chains
forty nine links be the same more or
less to the Place of beginning -- To have
& to hold the said demised premises
together with all and singular the Benefits
Liberties and Priviliges with the appurtenances
thereunto belonging unto the said
William Shackelton his heirs, and assigns
for and during and untill the full end
and term of nine Hundred and Seventy
three years next morning the day of the
date of these presents, fully to be complete
and ended; Yielding and paying therefor
Yearly and every Year unto the said Philip
Bertaux his heirs or assigns on the first

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day of January One pepper Corn if the same be Lawfully demanded and the said Philip Bertaux for himself his heirs & assigns doth hereby covenant and agree to and with the said William Shackelton his heirs and assigns that he and they and each of them paying the rent aforesaid and performing and fulfilling all and singular the covenants, conditions and agreements herein contained on his and their and each of their parts to be performed fulfilled & kept shall and may Lawfully, peaceably and quietly enter, have hold, possess, occupy & enjoy the Premises hereby conveyed and every part thereof with the appurtenances unto the said William Shackelton his heirs & assigns without any suit trouble, eviction hindrance interception or disturbance of by or from the said Philip Bertaux or by or from any person or persons whomsoever lawfully claiming or to claim by from or under him or by with his or their privity assent, consent or procurement

In Witness whereof the Parties to these Presents have set their hands the day and year first above written —

signed in our presence

Philip Bartaux

Wm Shakelton

Mary Ann Maguire

James Grobb

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14. G. 31

17 Dec. 1835.

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Mr. Edwd Vandorlip.

Application for Lease

Toronto

Copy

G. 31

PAID

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William Mapbu

a Trustee of

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Brantford 17th December 1835

Sir

Agreeably to your Advertisement of the 20th November last I beg to Enclose to you a Lease which I hold for a panel of land on the old Mohawk Road leading from Amaster to Brantford - which lease originates as I am informed in a Grant from the Six Nation Indians to the late Joseph Brant who willed the unleased part of the Grant to his wife Catherine Brant, who leased this panel to the late Oliver Tiffany Esq. from whom I rec.d it by assignment - I [illegible] that [illegible] [illegible] [illegible] [illegible] can be made to be able to obtain the Kings Patent for the land it Encloses -

I am
Sir
Your very obedient
Humble Servt

Edward Vanderlip

William Hepburn Esq.
a Trustee of the Six
Nation Indians

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C.103 2 may 1801

Lease - - - 142

Six Nations Indians
By Capt Brant

To Isaac Whiting

211 acres of land for 999 years
for 1 pepper corn for serving as
a volunteer under Capt Brant during
the War.

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2 copies
1801

Lease 143

Six Nations of Indians

by

Capt Joseph Brant

to

Isaac Whiting

1801

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POOR COPIE

This Indenture made the second day of May in the year of our Lord one thousand eight hundred and one between the Six Nations of Indians residing on the Grand River in the province of Upper Canada, by Joseph Brant, Principal Chief and Agent for duly authorised by them the said Six Nations and the said Six Nations, on their behalf to execute Leases of such parts and parcels of their lands as by the said Joseph Brant shall be thought fit to be leased, of the one part, and Isaac Whiting, resident in the vicinity of the Grand river, husbandman of the other part, Witnesseth That Whereas on the twenty fifth day of October in the year of our Lord one thousand seven hundred and eighty four, at the city of Quebec, upon the representation of the said Joseph Brant in behalf of the said Six Nations of Indians, to the late General Frederic Haldimand then Governor and Commander in Chief of the Province of Quebec and territories depending thereon, &c, &c, &c. he the said Commander in Chief "in consideration of the early attachment to the Kings cause, manifested by the Mohawk Indians, and of the Loss of their settlement which they thereby sustained," by an instrument in writing by him subscribed, with his seal at arms annexed, and since, towit, on the twentieth day of March in the year of our Lord one thousand seven hundred and ninety five, duly enregistred in the Secretarys Office of the said Province of Upper Canada, Lib. A. Fol. 8. was pleased to grant, appropriate and assign to them, and such others of the Six Nations as wished to settle in that quarter, six miles deep from each side of the river Ouse, or Grand River, at the mouth thereof, and extending in that proportion to the head of the said River, to be enjoyed by them and their posterity forever." Reference thereunto being had — And whereas the said Isaac Whiting has purchased the improvement made on a certain tract of Land by and formerly appropriated to John Shreveland, who as a volunteer faithfully served, without payment or wages, with the warriors of the Mohawk Nation under the Command of the said Joseph Brant in the late

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war between Great Britain and America, and is desirous of remaining with and in the vicinity of the said Indians, the said Six Nations by the said Joseph Brant their Agent aforesaid, in consideration of the rent, covenants and agreements herein after mentioned, reserved and contained on the part and behalf of the said Isaac Whiting his heirs, executors administrators and assigns, to be paid done and performed, hath granted [redacted] these presents [redacted] unto the said Isaac Whiting, his heirs, executors, administrators and assigns all that certain tract or parcel of land, being part and parcel of the above described territory granted by the said Commander in Chief to the said Six Nations, butted and bounded as follows, that is to say, beginning at a pine tree on the creek called Fairchilds Creek marked with the letters I.W.— thence north twelve degrees west ten chains & fifty links to a white oak tree by the road, thence South sixty eight degrees west [redacted] degrees west [redacted] to a Stake and Stones corner thence South fifty nine degrees east twelve chains to the Creek, thence up stream on the said Creek South five degrees west twelve chains, thence up stream south forty five degrees west nineteen chains to Wesbrook's Land, thence south sixty degrees east twenty three chains & seventy three links to an iron wood tree and corner, thence north eighty six degrees east twenty nine chains to a tree marked in a brook, thence north three degrees east thirteen chains to the Creek, thence up stream to the first mentioned boundary containing two hundred and eleven acres, two roods and sixteen perches, agreeable to a survey and plan thereof made and executed by Mr. William Hambly Surveyor, reference thereto also being had— To have and to hold the said tract or parcel of land last above mentioned unto the said Isaac Whiting, his heirs, executors, administrators and assigns from the day of the date of these presents for and during the full end and term of nine

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hundred and ninety nine years from thence next ensuing and fully to be complete and ended Yielding and paying therefor yearly and every year unto the said Six nations, or to their agent for the time being, one pepper corn, if the same be lawfully demanded.— And the said Six Nations, by the said Joseph Brant their Agent as aforesaid, do covenant, grant and agree to and with the said Isaac Whiting his heirs executors, administrators and assigns, paying the rent herein before reserved and contained, conditional as in herein before expressed, that he and they shall and may peaceably and quietly have, hold, occupy, possess and enjoy that said tract and parcel of land herein before last mentioned, granted and demised, together with all the privileges and appurtenances thereunto in any wise belonging and appertaining for and during the said term of nine hundred and ninety nine years herein before granted without the lawful let, suit, trouble, molestation, eviction, expulsion or interruption of or by them the said six nations of Indians or any or either of them, or of or by any other person or persons whomsoever claiming or to claim by from or under them, or any or either of them, or by or with their or any of their privity, assent, consent or procurement— In Witness whereof the parties to these presents have hereunto interchangeably set their hands and seals, the day and year first above written—

Sealed and delivered
in presence of us.

N.B. The words "duly authorised by them the said Six Nations, and" between the fourth & fifth lines from the top of the first page were interlined before sealing—

Jo. Brant

Isaac Whiting

Robt. Smith

Wm. Merritt

John Thomas

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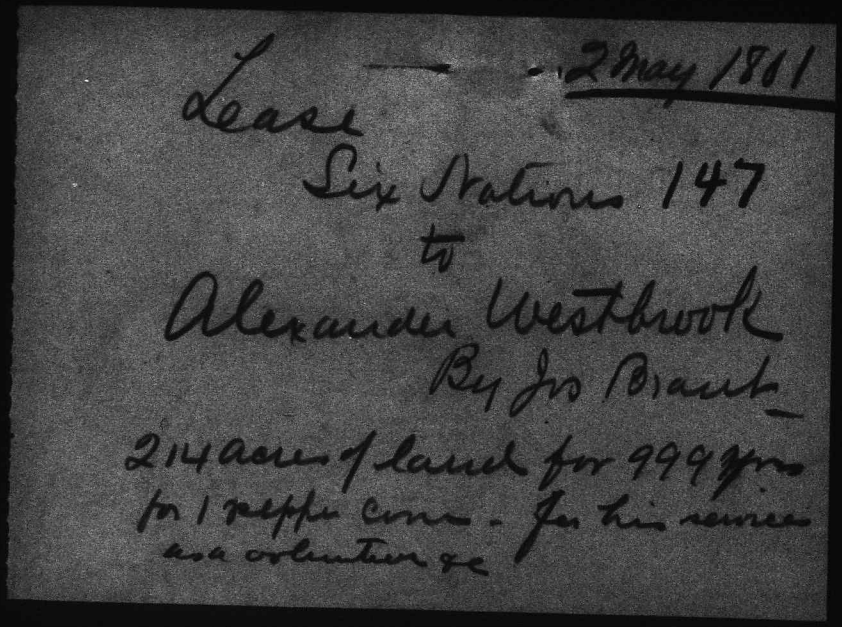

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POOR.C

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Copy of Lease,

Six Nations of Indians

by

Capt. Joseph Brant

to

Alexander Wesbrook

2d. May 1801.

£ 50. (W)

belonging to David Phelps &

Thomas Weeks Baker

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CANADA

POOR COPIE

2 May 1801

146

This Indenture made this second day of May in the year of our Lord one thousand eight hundred and one, between the six Nations of Indians residing on the Grand River in the Province of Upper Canada, by Joseph Brant, principal Chief and Agent for the said Six Nations, duly authorised, in the name of them the said Six Nations, and on their behalf, to execute leases of such parts & parcels of their lands as by the said Joseph Brant shall be thought fit to be leased of the one part, and Alexander Wesbrook resident in the vicinity of the said Grand River, husbandman, of the other part, Witnesseth That whereas on the twenty fifth day of October in the year of our Lord one thousand seven hundred and eighty four, at the city of Quebec, upon the representation of the said Joseph Brant, in behalf of the said Six Nations of Indians to the late General Frederic Haldemand, then Governor and commander in Chief of the province of Quebec and territories depending thereon &c. &c. &c. he the said commander in Chief, "in consideration of the early attachment to the Kings cause manifested by the Mohawk Indians, and of the loss of their settlement which they thereby sustained" by an instrument in writing, by him subscribed, with his seal at arms annexed, and since, to wit, on the twentieth day of March in the year of our Lord one thousand seven hundred and ninety five, duly enregistered in the Secretary's office of the said province of Upper Canada, Lib. A. Fol. 8. was pleased to grant appropriate and assign to them and such others of the six nations as wished to settle in that quarter, six miles deep from each side of the river Ouse, or Grand River, at the mouth thereof, and extending in that proportion to the head of the said River, to be enjoyed by them and their posterity forever." reference thereunto being had: And whereas the said Alexander being the son of Anthony Wesbrook, who, as a volunteer faithfully, and without payment or wages engaged and served with the warriors of the Mohawk nation under the immediate command and direction of the said Joseph Brant, in the late war between Great Britain and America, ~~and who~~, with his said father chooses to continue his residence with, and in the vicinity of the said Indians, the said Six nations of Indians by the said Joseph Brant, their Agent aforesaid, in consideration of the rents covenants and

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POOR COPIE

and agreements herein after mentioned, reserved and contained on the part and behalf of the said Alexander Wesbrook, his heirs, executors administrators and assigns to be paid done and performed, have granted, demised, leased, set and to farm letten and by these presents do grant, demise, lease, set and to farm let unto him the said Alexander Wesbrook his heirs executors administrators and assigns all that certain tract or parcel of land being part and parcel of the above described territory, granted by the said Commander in Chief to the said six Nations as aforesaid, butted and bounded or may be otherwise known as follows, that is to say, beginning at a bass tree Numbered standing by a small creek, thence South twenty nine degrees West seventeen chains, to an Oak tree blazed, thence South sixty seven degrees east forty six chains to the road and St Johns boundary, thence north fifty four degrees east twenty nine chains along the said road to a pine tree blazed, thence north sixty eight degrees east fifteen chains to an Oak tree blazed and John Whitings corner, thence north twenty three degrees east one chain and eighty five links to a Stake, thence north thirty six degrees west to Becrofts land, thence South thirty seven degrees five chains to Fairchild's Creek, thence up the said Creek to the first mentioned boundary; Containing by admeasurement two hundred and fourteen Acres, two roods and sixteen perches, be the same more or less - agreeable to a survey and plan thereof made and executed by Mr William Hambly, surveyor, reference thereto also being had, To have and to hold the said tract or parcel of land last above mentioned, unto the said Alexander Wesbrook his heirs, executors administrators and assigns from the day of the date of these presents for and during the full end and term of nine hundred and ninety nine years from thence next ensuing, and fully to be com-pleted and ended; Yeelding and paying therefor yearly and every year unto the said six Nations, or to their agent for the time being, on the first day of January, one pepper Corn, if the same be lawfully demanded. And the said six Nations by the said Joseph Brant their agent as aforesaid do covenant

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grant and agree to and with the said Alexander Wesbrook his heirs, executors, administrators and assigns paying the rent herein before reserved and contained, conditioned as is herein before expressed, that he and they shall and may peaceably and quietly have, hold, occupy, possess and enjoy the said tract and parcel of land herein before last mentioned, granted and demised, together with all the previledges and appurtenances thereunto in anywise belonging and appertaining, for and during the said term of nine hundred and ninety nine years, herein before granted, without the lawful let, suit, trouble, molestation, eviction, expulsion or interuption of, or by them the said Six Nations of Indians or any or either of them, or of, or by any other person or persons whomsoever lawfully claiming, or to claim, by, from, or under them or any or either of them, or by, or with their or any of their privity, assent, consent, or procurement. In Witness whereof the parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written —

Sealed and delivered }
in presence of us.

/signed/ Jos. Brant L. S.

/signed/ Thos. Merritt

/signed/ John Smith

signed. John Thomas

/signed/ Alexanc Westbrook L.S.

I hereby Certify that the foregoing instrument is a true Copy of the Original Lease to Alexander Westbrook now in the possession of David Phelps and Thomas Weeks Baker — Burford May 9th 1812.

Thomas Horner J.P.

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thousand eight hundred and eight White Pine Timber trees
his Executors Administrators firmly by these presents to keep said Pine
peaceable possession for the Term of Nine Years in said Lease mentioned
to be hereafter described by substituted by setting my hand
and Seal &c. And also a reserve of the Mile Road Allowance between
Lots Number one and two adjacent the road opposite Isaac Whitmore's Land
running from the Main road in a right angle from the Creek Contain
four Acres exclusive the roads in the Water Shore running from
Lake Ontario to the Mile Road Allowance between Lots
Number

Witness
Joseph

Alexander McDonell

Lease
Six Nations
to
Joseph Brant
Alexander McDonell

Grant
ver in the County of Halloman in the District of Niagara and
vince of Upper Canada Esquire of the first part and the
sperians for Love & Affection Which Joseph Brant
in the same limits of the said Grand River County District
and Province aforesaid and his heirs and assigns all
remaining part of the within mentioned Tract of Land
ract of Land from the Six Nations Indians to Alexander McDonell
after excepting the before mentioned reserves to David Thomp
son Esq. and Joseph Wilkinson Baker his heirs and assigns are
possess the residue of the Term of Nine within mentioned
Consideration the Land & Premises doth in part release
two hundred and Seventy Pounds N.Y.C. which is consi
der, the full consideration Money for the within parcel of
ance In Witness Whereof I have hereunto set my hand
and Seal this seventeenth day of Oct. one Thousand eight hundred &
Eleven at the Grand River
In presence of us

Alexander McD

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POOR COPIE

6440

2 May 1801 153

This Indenture made this second day of May in the year of our Lord one thousand eight hundred and one, between the Six Nations of Indians residing on the Grand River in the Province of Upper Canada, by Joseph Brant, Principal Chief and Agent for the said Six Nations, duly authorised, in the name of them the said Six Nations, and on their behalf, to execute Leases of such parts & parcels of their Lands as by the said Joseph Brant shall be thought fit to be Leased of the one part, and Alexander Westbrook resident in the vicinity of the said Grand River, husbandman, of the other part, Witnesseth, That whereas on the twenty fifth day of October in the year of our Lord one thousand seven hundred and eighty four, at the city of Quebec, upon the representation of the said Joseph Brant in behalf of the said Six Nations of Indians to the late General Frederic Haldimand the Governor and Commander in Chief of the Province of Quebec and territories depending thereon &c, &c, &c. he the said Commander in Chief, "in consideration of the early attachment to the King's cause manifested by the Mohawk Indians, and of the loss of their settlement which they thereby sustained," by an instrument in writing, by him subscribed, with his seal at arms annexed, and since, to wit, on the twentieth day of March in the year of our Lord one thousand seven hundred and ninety five, duly enregistred in the Secretary's office of the said province of Upper Canada, Lib. A. Fol. 8. was pleased to grant appropriate and assign to them and such others of the Six Nations as wished to settle in that quarter, six miles deep from each side of the river Ouse, or Grand River, at the mouth thereof, and extending in that proportion to the head of the said river, to be enjoyed by them and their posterity forever," Reference thereunto being had: And whereas the said Alexander being the son of Anthony Westbrook, who, as a Volunteer faithfully, and without payment or wages engaged and served with the warriors of the Mohawk Nation under the immediate command and direction of the said Joseph Brant, in the late war between Great Britain and America, ~~and who~~, with his

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said father chooses to continue his residence with, and in the vicinity of the said Indians, the said Six Nations of Indians by the said Jos. Brant, their Agent aforesaid, in consideration of the rent, covenants agreements herein after mentioned, reserved and contained on part and behalf of the said Alexander Wesbrook, his heirs, executors administrators and assigns to be paid done and performed, have granted, demised, leased, set and to farm letten and by these presents do grant, demise, lease, set and to farm let unto him the said Alexander Wesbrook his heirs executors administrators and assigns that certain tract or parcel of land being part and parcel of the above described territory, granted by the said Commander in Chief to the said Six Nations as aforesaid, butted and bounded as may be otherwise known as follows, that is to say, beginning at a bass tree Numbered standing by a small creek, thence south twenty nine degrees west seventeen chains, to an oak tree blazed, thence south sixty seven degrees east forty six chains to the road and Mr. Jones boundary, thence north fifty four degrees east twenty nine chains along the said road to a pine tree blazed, thence north sixty eight degrees east fifteen chains to an oak tree blazed, and John Whiting's corner, thence north twenty three degrees east one chain and eighty five links to a stake, thence north thirty six degrees west to Beecroft's land, thence south thirty seven degrees five chains to Fairchild's Creek, thence up the Creek to the first mentioned boundary, containing by admeasurement two hundred and fourteen acres, two roods and sixteen perches, be the same more or less— agreeable to a survey and plan thereof made executed by Mr. William Hambly, Surveyor, reference thereto as being had. To have and to hold the said tract or parcel of land last above mentioned, unto the said Alexander Wesbrook his heirs executors, administrators and assigns from the day of the date of these presents for and during the full end and term of nine hundred and ninety nine years from thence next ensuing fully to be complete and ended; Yielding and paying therefor yearly and every year unto the said Six Nations, or to their agents the time being, on the first day of January, one pepper corn, if the same be lawfully demanded. And the said Six Nations by the said Jos

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CANADA
POOR COPIE

Brant their Agent as aforesaid, do covenant grant and agree to and with the said Alexander Westbrook his heirs, executors, administrators and assigns paying the rent herein before reserved and contained, conditioned as is here in before expressed, that he and they shall and may peaceably and quietly have, hold, occupy, possess and enjoy the said tract and parcel of land herein before last mentioned, granted and demised, together with all the privileges and appurtenances thereunto in any wise belonging and appertaining, for and during the said term of nine hundred and ninety nine years, herein before granted, without the lawful let, suit, trouble, molestation, eviction, expulsion or interruption of, or by them the said Six Nations of Indians or any or either of them, or of, or by any other person or persons whomsoever lawfully claiming, or to claim, by, from, or under them or any or either of them, or by, or with their or any of their privity, assent, consent or procurement. In Witness whereof the parties to these presents have hereunto interchangeably set their hands and seals, dated

Sealed and delivered,
in presence of us—

Thos. Merritt
John Smith
John Thomas

Jos. Brant
Alexr. Westbrook

Know all Men by these presents that I Alexander Westbrook of the Grand River in the County of Haldimand District of Niagara and Province of Upper Canada as I agree in the foregoing Lease do hereby assign transfer unto David Philips his heirs and assigns of the same Grand River County, District and Province aforesaid twenty Acres or there abouts of the before Mentioned tract of Land there in leased from the Mohawk Indians by Joseph Brant to Alexander Westbrook his heirs and assigns as Agreed as witness my hand further appear in an Indenture of Lease from said Westbrook to the said David Philips his heirs and assigns bearing date the Thirtieth day of September in the year of our Lo

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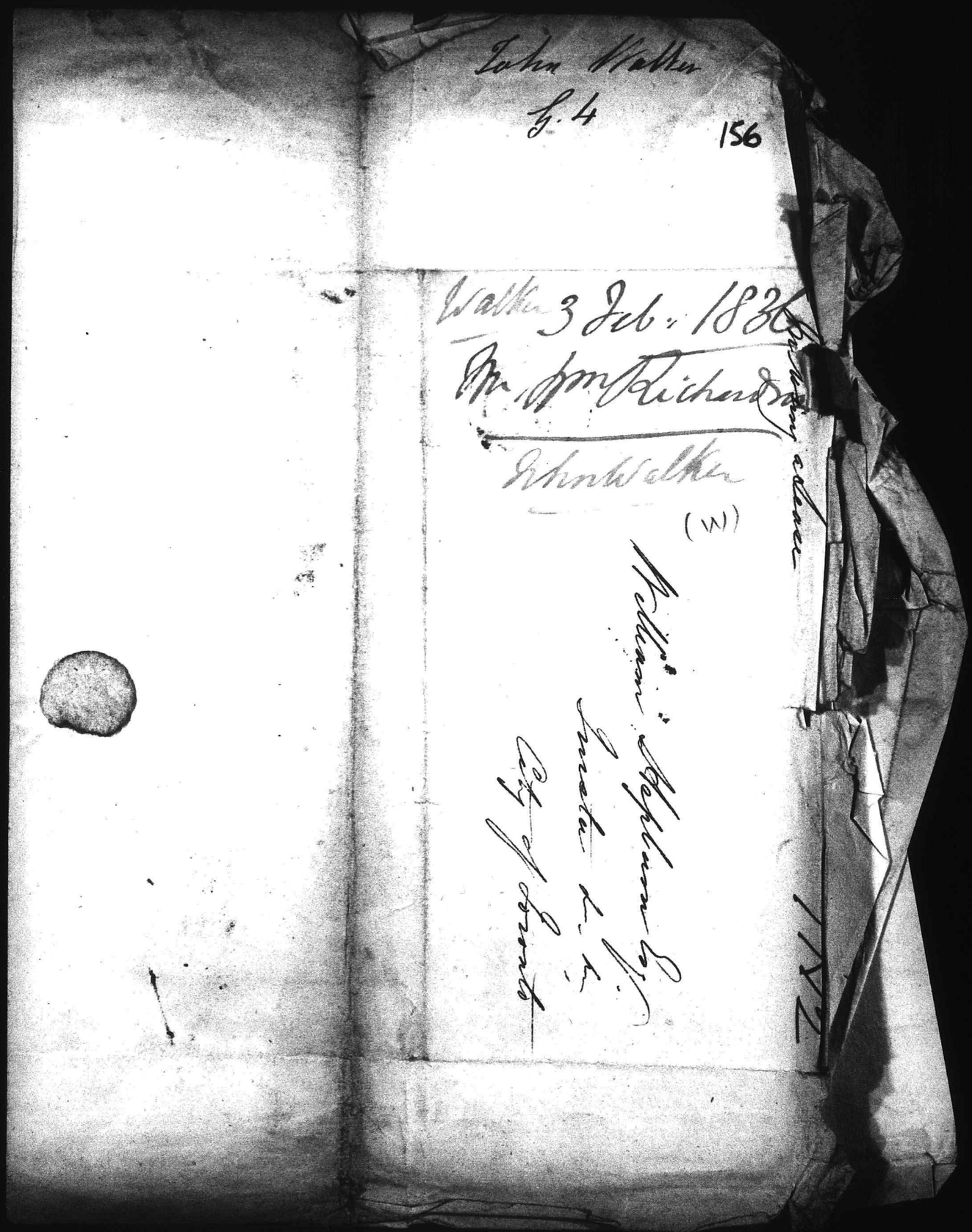

John Walker
G. 4

156

Walker 3 Feb. 1836
Mr. Jm Richardson
John Walker
(W)

William Stephen Esq.
Inst. &c. &c.
City of Toronto

1182

Indian Affairs (RG 10, Volume 106)

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CANADA

POOR. COPIE

3 Feby 1836

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Brantford 3rd Feby. 1836

Sir

I have been requested to forward to you a Sease from John Sturges to John Walker for a piece of ground lying between this and Mount pleasant. —

I remain

Sir

Your mo: ob. hble. Servt.

Wm Richardson

William Hepburn Esq.
Trustee &c.

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PUBLIC ARCHIVES
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CANADA

POOR. COPIE

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A Lease of

John Sturgis Indian

To

John Walker

Indian Affairs (RG 10, Volume 106)

PUBLIC ARCHIVES
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CANADA

POOR COPIE

This Indenture made this Fifteenth day of
March one thousand eight ~~hundred~~ and thirty four
Made by and between John Sturgis ~~a~~ of
Mountpleasent near Brantford in the District of Gore and province
of Canada of the one part and John Walker of the same place
of the other part
Witnesseth that the said John Sturgis
of the sum of ~~one~~ pound fifteen Shillings lawfull money
of the said province to be paid two pound ten Shillings
in work and the Remainder on or before the first of January
by the said John Walker Hath demised leased and to farm
letten and bargained Sold assigned ~~transfered~~ and set over
And by these presents doth demise lease and to farm let
bargain and ~~sell~~ assign transfer and set over unto him the
the said John Walker all and Singuler that certain piece or
~~parcel of land situate lying and lying near Mountp~~
aforesaid bounded on the one side by Thomas Grantham
on the west side by Widdard Smith and on the other
part by the aforsaid John Sturgis containing fifty aiers by
admeasurement be the same more or less Do have and to
Hold the same and all and singular the premises hereby
demised & leased or intended so to be to John Walker Grantee
and his Heirs and assigns for and during the term of two
one years ~~from~~ the said John Sturgis for himself his heirs
executors and assignes doth by these presents Warrent and de-
all and singular the before mentioned and described piece
parcel of land belonging unto him the said John Walker
during all the said term from the claim or claims of him
the said John Sturgis his Heirs executors and assigns in
~~Witness~~ whereof the said parties to these presents have
that the rates above mentioned are null and void
In Witness whereof the said parties to these presents have

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hereunto set their hand and Seal the day and year 60
first before written

Signed Sealed and delivered } John Sturgis
In presence of } John Walker
James Hunter

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POOR COPIE

G. 9 (W)

161

Joshua Bennet

To

Abraham Westbrook

Lease

G. 9

Dec 3rd 30

No 4.

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POOR COPIE

This Indenture Made the third day of December in the year of our Lord one thousand eight hundred and thirty Between Joshua Bennet farmer of Mount Pleasant in the township of Haldimand County of Wentworth District of Gore and Province of Upper Canada of the one part, and Abraham Nesbrook of the same place of the other part Witnesseth that the said Joshua Bennet for and in consideration of the sum of One Hundred and Seventy five Pounds current cy of said Province in hand paid by the said Abraham Nesbrook at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged; And also in Consideration of the rents Covenants and agreements hereinafter reserved and contained and mentioned on the part and behalf of the said Abraham Nesbrook his executors, Administrators and assigns to be paid, kept, done and performed, Hath bargained, demised, set and to farm letten, bargained, sold assigned transfered and set over And by these presents doth bargain, demise, set, and to farm let, bargain, sell, assign, transfer and set over unto the said Abraham Nesbrook his executors, Administrators, and assigns All and singular that certain tract or parcel of Land situate, known and distinguished by being the Westerly half of lot number one, in the second Concession on the East side of the road leading from the Brant farm on the Grand river to Long Point, being part of the Indian territory on the Grand river aforesaid, Containing one Hundred Acres of Land, be the same more or less. And may be further known and described as

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POOR COPIE

follows, that is to say, Commencing at a stake at the
South East corner of Lot number One in the first Conces-
sion of Mount Pleasant aforesaid, thence South sixty two
degrees and a half East fifty Chains along the rear line
of said Indian territory to a stake thence north thirteen de-
grees West twenty Chains to a stake, thence north sixty
two and a half degrees West fifty Chains to the north
East angle of said Lot number One thence along the rear
line of the same Lot number one to the first mention-
ed boundary and place of beginning. Together with all
and singular the houses, buildings improvements, rights
members, and appurtenances thereunto belonging or in any
wise appertaining (of which premises was leased to one
Isaac Secord by a certain Indenture of lease duly ex-
ecuted by the principal Chiefs of the six nations of
Indians residing on the Grand River aforesaid, and
bearing date the first day of January One thousand
eight hundred and ten for a term of Nine hundred
and ninety nine years, and which said term commen-
ced with the date of such Indenture as will more
fully appear on reference also by another Inden-
ture duly executed bearing date the eighth day of
April one thousand eight hundred and twenty
four to Mary Bennet. Also by another Indenture
duly executed bearing date the second day of June
one thousand eight hundred and twenty nine to the
within named Joshua Bennet as will appear on
reference thereto To have and to hold the said tra-
ct or parcel of Land hereby leased, demised and assig-
ned or intended so to be with the appurtenances
unto the only proper use and behoof of him the said

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Abraham Westbrook his Executors Administrators and
Assigns from the day of the date hereof, for and during all
the rest residue and remainder of the said term of
Nine Hundred and ninety nine years which is yet
to come and unexpired in the premises. Yielding and
paying therefor Yearly and every year during all the
residue of the aforesaid Term on the last day in each
year thereof unto the said Joshua Bennet his
heirs and assigns the annual rent of one Peppercorn (if the same shall be lawfully demanded). Which
annual rent the said Abraham Westbrook doth hereby
for himself his Executors Administrators & assigns agree
and Covenant to pay or cause to be paid unto the said
Joshua Bennet his heirs & assigns according to the
reservation aforesaid and the true intent and meaning
of these presents. And the said Abraham Westbrook
his Executors Administrators and assigns shall also
well and truly pay satisfy and discharge all manner
of taxes, charges, assessments and impositions whatsoever, which have been, now are taxed or shall be taxed
charged, assessed or imposed upon the said premises
hereby leased and demised. And lastly the said
Joshua Bennet doth hereby for himself, his heirs
Executors, Administrators and assigns, Agree and Covenant to & with the said Abraham Westbrook his
heirs executors administrators & assigns, doing, paying
and performing as aforesaid shall and lawfully may
from time to time and at all times during all the
residue of the aforesaid term, have, hold, use, occupy &
possess and enjoy all and singular the Land and

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Premises hereby leased and demised or intended so to be with the appurtenances without the lawful let, suit trouble, denial, molestation or interruption whatsoever of or by the said Joshua Bennet his heirs, executors, administrators or of, or by, any other person or persons whomsoever lawfully or equitably claiming under him or them or under the said six Nations of Indians

In Witness whereof the parties to these presents have hereunto set their hands and seals the day and year first above written

Signed Sealed and delivered
In the presence of us

N.B. the part of the word "without" interlined before executed second line on the last page

Joshua Bennet

Abraham Westbrook

Hiram Westbrooke

Henry Bennet

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CANADA

POOR COPIE

24 Dec, 1835.

Mr L Burwell

Applicon on behalf of John Westbrook for a lease. — G. 25 (W)

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Wm Dillon Depham Esqr.
a Justice of the Peace Hatton Indians
K 1
Canada

PAID

2/4

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CANADA

POOR. COPIE

Brantford 24th Decr 1835

Sir

At the request of Mr. John Westbrook I beg to enclose to you two Leases for Land he holds in the Township of Brantford - he sets up his Claim under a Grant by the Six Nations Indians to Capt. Jos: Brant, who Willed those Lands to his wife - and who since his decease - has Leased it -

I am

Sir

Your most Obedt

Humble Servt

David Burwell

William Stephenson

a Trustee of the Six

Nation Indians

Toronto

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POOR COPIE

№ 5.

Lease
Catharene Brant
To John Westbrook
600. acres
6th May 1817-

I Certify that on the fifth day of May A.D. 1835- at nine o'clock A.M. the Memorial of the within Lease, produced for registry, is entered and registered in Lib: H. page, No. 373 Memorial No. 2079

D. McIntosh
Registrar
Co. Wentworth

Paid 13/—
Due 6d—

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This Indenture, made the Sixth day of May, in the year of our Lord, one thousand Eight hundred, and Seventeen, Between Catharine Brant, of the County of Halton District of Gore, and Province of Upper Canada, Widow of the late Captain Joseph Brant, Deceased, Executrix, of the first part, and John Westbrook of the County of Wentworth, District, and Province aforesaid, farmer of the second part Witness-eth, that the said Catharine Brant of the first part, for and in consideration of the sum of one hundred, and Eighty Seven Pounds ten Shillings lawfull money of the Province aforesaid, to her in hand, paid by the said John Westbrook of the second part, the Receipt whereof is hereby acknowledged, and also, for the further Consideration, of the yearly rents, herein after mentioned and agreed to, by the said parties, to be paid, observed, and performed by the said party, of the second part, Hath Demised, Leased, and to farm let, unto the said party of the second part, and by these Presents, Doth Demise, Lease, let, and to farm letten, unto the party of the second part, his Heirs, Executors, Administrators and Assigns, all that Certain parcel, or tract of Lands, Situated, in the said County of Wentworth, and being a Certain part of the Lands Granted by the Principal Chiefs of the five Nations of Indians, on the Grand River, unto the aforesaid Captain Joseph Brant, deceased, and lying on the South side of the Road leading from Burlington Heights, to the Mohawk Village, in the second Tier, or Range of lots from the said Road, and Commencing, and beginning at a Certain White oak tree, Blazed, and Notched on four sides, Standing, in a direction of South Sixty two degrees and thirty minutes East, from a white oak tree, marked on the said Road, for a Witing Corner, about Sixty seven Chains distance from the said Road, and running from thence South Sixty two degrees, and thirty minutes East one hundred Chains thence

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CANADA
POOR COPY

to a maple tree, marked, for the South East Corner Boundary of the afore said lands. thence North Seventy degrees and thirty minutes East Eighty Seven Chains, and Sixty links. along the east Boundary of the said lands to a stake, thence North Sixty two degrees and thirty minutes West, Eighty seven Chains, thence South, Seventy degrees, and thirty minutes West. twenty Chains, along the rear of Vanderlips lands, thence North Sixty two degrees, and thirty minutes West. thirteen Chains. thence South Seventy degrees, and thirty minutes West. Seventy four Chains, and Sixty Links to the Place of beging, Containing Six hundred Acres of Lands more or less, To have and to hold the said Demised, Premises with the appurtenances, unto the said John Westbrook, of the second part, his Heirs, and assigns, for and during, and until the full end, and term of Nine hundred and Ninety nine years, next ensuing, the day and date of these Presents; Yielding and paying therefor, yearly, and every Year if the same be lawfully demanded, during the Continuance of this Lease, unto the said party of the first part her Heirs, Executors, Administrators, and assigns, the yearly rent of one Pepper Corn, and it is further Covenanted, and agreed, that the said party of the second part his Heirs, and assigns, paying the rent aforesaid of one Pepper Corn if the same be Lawfully demanded, unto her the said party of the first part. her Heirs, and assigns, that he Shall, and may quietly, and Peaceably have, hold, occupy, and enjoy, the said hereby Demised, Premises, during the said term of Nine hundred, and Ninety nine years fully to be Completed, without any hindrance, disturbance, or molestation Whatsoever, of her the said party of the first part her Heirs, or assigns. or any other Person, or Persons, having, or lawfully Claiming, any right in the Premises. In Witness Whereof the said parties have hereunto, interchangably set their hands, and Seals the day and year before written.

Signed Sealed and delivered in the Presence of ----}
Augustus Jones
Andrew Westbrook

her
Catharine + Brant Executrix
mark.
John Westbrook

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CANADA
Poor Colie

Recivd of John Westbrook the sum of one hundred, and Eighty seven Pounds, ten Shillings Currant money, it being in full of the within mentioned Consideration money. this 6th May 1817-

Witness Present— —
Augustus Jones
Andrew Wesbrook

her
Catharine + Brant
mark
Executrix

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CANADA

1784

Received this eighth day of July in the Year of our Lord One Thousand eight Hundred and ~~twenty three~~ being the date of the within Indenture) the Sum of One Hundred and ~~thirty~~ Seven pounds ten Shillings ~~fifteen~~ from John Westbrook it being in full of the consideration Money named in the within Indenture to be paid to me

Signed In presence of

Take notice the words (ten Shillings) is interlined in this receipt before Signing

Henry Jackson

Peter Westbrook

Enos Bunnell

~~Know all men by these presents that I John Westbrook for and in consideration of the Sum of Three hundred and fifty Pounds Currency having signed over My right and title and Demands of the within Lease to Jacob Westbrook his heirs and assigns in witness My hand and Seal this twenty third day of June in the~~

~~Signed Sealed and Delivered in the presents of us~~

~~Alexander Westbrook~~

~~Lenny Westbrook~~

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Enos Bunnell
to
John Westbrook
Indenture of Lease

I certify that on the fifth day of May A.D. 1835. at ten o'clock ~~A.M.~~ the Memorial of the within Indenture produced for registry is Entered and registered in Lib: H. page No. 374 Memorial No. 2080

D. McDonald
Registrar
by Wentworth

Paid 13/
Rec'd 6d
1/7 1/2

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PUBLIC ARCHIVES
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CANADA
POOR COPIE

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This Indenture made the eighth day of July in the year of our Lord one Thousand eight Hundred and twenty Three by and between Enos Bunnell of the Grand River in the District of Gore and Province of Upper Canada Yeoman of the first part and John Wesbrook of the aforesaid place Yeoman of the second part Witnesseth. That the said party of the first part for and in Consideration of the Sum of one Hundred and thirty seven Pounds ten Shillings good and lawful Money of the Province aforesaid to him in hand paid by the said party of the Second part before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged and confessed. And also in Consideration of the Rent covenants and agreements hereinafter mentioned reserved and contained on the part and behalf of the Said John Wesbrook of the Second part his Heirs and Executors administrators and assigns to be paid done and performed hath granted demised leased set and to farm letten and by these presents doth grant demise lease set and to farm let unto him the Said John Wesbrook of the Second part his Heirs and assigns all that certain tract, piece, or parcel of Land lying and being on the South side of the present main Road leading from Ancaster to the Grand River Ferry, being part of that certain tract of Land, granted to the late Captain Joseph Brant deceased formerly principal Chief and Agent for the Six Nations of Indians residing on the Grand River. Which is bottled and bounded as follows, That is to say beginning at a Certain Cherry Tree North forty seven Degrees thirty Minutes East twenty Chains sixty links, Thence North Sixty one Degrees thirty minutes East four Chains twenty links to a Certain Stake planted, Thence South sixty two Degrees thirty Minutes East nine-ty Chains, Thence South Seventy one Degrees thirty thirty Minutes west thirty one Chains eighty eight Links, Thence North Sixty two Degrees thirty Minutes west thirty Seventy three Chains to the place of Beginning, Containing two Hundred Acres of Land (by Admeasurement. The above described tract of Land may be more particularly known as follows that is to say being on the South Side of Said Road East of Fairchild Creek opposite Benjamin Cornwells Farm being a part of a Certain tract of Land granted by Catherine Brant Widow of the late Captain Joseph Brant, and Augustus Jones Executors to Ezekiel Foster Esqr. Hamilton and Said Enos Bunnell reference thereunto being had) be the same more or less (To have and to hold the said ~~tract~~ parcel of Land above described unto him the said John Wesbrook of the Second part his heirs and assigns from the day of the date of these presents for and during the full end and term of Nine Hundred and eighty four years next ensuing fully to be Completed and ended, Yielding and paying therefor, yearly and every year unto the Said Enos Bunnell of the first part his heirs and assigns (during said term) One peper Corn if the same be lawfully demanded. And the Said Enos Bunnell doth Covenant grant and agree to and with the Said John Wesbrook his heirs executors administrators and assigns, paying the rent hereinbefore reserved contained and Conditioned as it is herein before expressed, that he and they shall and may peaceably and quietly, have, hold, occupy possess and enjoy the said tract or parcel of Land herein before mentioned granted and demised together with all the previleges and appurtenances thereunto belonging or in any wise appertaining for and during the said term of Nine Hundred and eighty four years herein before granted without the lawful let, Suit, trouble, molestation eviction expulsion or interruption (Government excepted) of or by him the Said Enos Bunnell of the first part, his heirs or assigns, of or by any other person or persons whomsoever (Government excepted as aforesaid) claiming or to claim by form or under them or any or either of them, or by or with their or any of their privity, assent, consent or procurement. In Witness whereof the parties to these presents have hereunto interchangably set their hands and Seals the day and Year first above written, ——— ——— ——— ——— ——— ——— ——— ———

Signed Sealed and delivered
in presence of

Take notice the word (minutes) in the twentieth line from the top of these presence is enterlined before Signing, likewise the tautology of the word (thirty) in the twenty second line ——— likewise the word (year) in the thirty fifth line from the top all before Signing

Henry Johnson
Peter Wesbrook

Enos Bunnell
John Wesbrook

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CANADA
POOR COPIE

178

Received this eighth day of July in the Year of our Lord One Thousand eight Hundred and ~~twenty three~~ being the date of the within Indenture the Sum of One Hundred and ~~thirty~~ Seven pounds ten ~~Shillings~~ from John Westbrook it being in full of the consideration Money named in the within Indenture to be paid to me

Signed In presence of

Take notice the words (ten Shillings is interlined in this receipt before Signing

Henry Jackyck

Peter Westbrook

Enos Bunnell

~~Be it known unto all men by these presents that I John Westbrook for and in consideration of the Sum of Three hundred and fifty Pounds Currency having signed over My right and title and Demands of the within Lease to Jasher Westbrook his heirs and assigns as witness My hand and Seal this twenty third day of June in the~~

~~Signed sealed and Delivered in the presents of us~~

~~Alexander Winbrook~~

~~Lemy Westbrook~~

172

Enos Bunnell
to
John Westbrook
Indenture of Lease

I Certify that on the fifth day of May A.D. 1835, at ten o'clock ~~A.M.~~ the Memorial of the within Indenture produced for registry is Entred and registred in Lib: H. page No. 374 Memorial No. 2080

D. McMacnab
Registrar
By Montuenth

Fees 13/
Mem 6d
4/6

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CANADA

POOR COPIE

175

Rec'd 2/11

Frederick Howard

f. 29

1/5

1/4 do

William Hepburn Esquire

Toronto

BRANT FORD

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CANADA

POOR. COPIE

Mount Pleasant 17th Jany 1835

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Williams Hepburn Esquire

Sir

Inclosed you have a Lease made to John Missner by the late Ept L. Phelps & Esther Phelps for 200 Acres of Land Lot No 11 which I have come into possession of since my Report to Colo. Givins of 112½ Acres as will appear by the inclosed just Claims herewith, and authorising me to receive a Deed — also a Lease from Solomon Phelps to me of the broken front of the same Lot containing 62½ Acres together with the Gulet thereof making a total of 262½ Acres, all of which is a part of an oregenal Grant from the late Captn Joseph Brant to the late Ept L. Phelps which oregenal Grant has I expect ere this been handed you by Messrs Solomon & Hiram Phelps may I therefore beg the favr of you to condense this two Leases and order a Deed in my Name for the whole say 262½ Acres should any further steps be necessary to be taken I shall be happy to be informed and in what manner I can obtain the Deed when made out —

I have the honor to be
Sir
Your Obt. Hum Servt
Frederick Howard

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POOR COPIE

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7

8.9
2.6
6.3

Wm. P. Hepbourne Esqr

Toronto

6.9
2.6
9.3

20
8.4
11.8

T. Spencer
5 April 1839

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POOR COPIE

178

Brantford 5th Feby 1839

Wm P. Hepbourne Esqr

Sir

I beg to be informed at your earliest convenience wether Mr Patrick or Loyd Richardson have any lawful Claim to a large Track of Land in this Township, lying near the Burford Road, and wether their Title would be considered good

I have the honor to be
Sir
Your Obt Humt Servt
F. Yeowards

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POOR. COPIE

179

W. P. Hepbourne Esquire 1/2

For

The Trustees of the Six Nations
of Indians &c &c &c

Toronto

J. Spamand
26 March 1837

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CANADA

POOR COPIE

Mount Pleasant 26th March 1837

To the Trustees of the of the 6 Nations Indians &c &c &c

180

Gentlemen /

Understanding that Mrs Clench's petition respecting her claim to certain Lands on the Grand River Tract has been referred by his Excellency to the Trustees of the 6 Nations for their report — I beg leave respectfully to request the attention of the Trustees to my petition presented to his Excellency in January last which has reference to a portion of the same Tract, as also to the Attorney Generals report of the 25th June 1836 on my Title generally — The Tract in question to which Mrs Clench now sets up a claim, appears unfortunately to have been leased twice over by the late Captain Joseph Brant, The Lease under which I claim is dated 1st May 1804 and the lease under which Mrs Clench claims (but of which a Copy only is produced) is said to be dated anterior to mine viz 1st Apl 1802 presuming however the date to be correctly given in the copy I conceive that I have the best claim to the confirmation of my Title on the ground of the length of my possession, and the extent and value of my Improvements, and as the Tract in question, lies between two other parcels of which I have already obtained the Patent forming part of the whole farm and is altogether separated from the residue of Mrs Clenches tract, and inaccessible except by trespassing over the Lands of other Parties — I humbly conceive that Mrs Clench will have no just reason to complain should the Trustees recommend as they did in Mr Phelpes Case, under the same circumstances that the occupant should retain his improvements and that Mrs Clench should receive an equivetant in wild Lands elsewhere

Hoping that the Trustees will upon the present occasion adhere to the same rule of decission

I have the Honor to be
Gentlemen
Your Obt Humble Servt

Fredk Yeoward

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POOR COPIE

I beg herewith to enclose you Mr L. Barwells Certificate shewing the quantity of Land and the expence of bringing into a state of Cultivation Mr Hiram Phelpes's Land adjoining me was apprised at Ten dollars pr Acre in the state of Nature Should you deem it proper to grant Mr Elenchs Petition it can only be for the quantity held by me Mr Phelps having obtained his Patent on one side Mr Shade & Biggar on the other and myself the front and rear, leaving the Piece in question running immediately through the Centre of my Farm which may be seen by the Map in the possession of either Mr Hepbourne or Mr Keele —

Placing every Confidence in your decision

I have the Honor to be

Gentlemen

Yr Obt Hum Ser

Fredk Sloward

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POOR COPIE

To Whom it May Concern

I Certify that the quantity of land claimed by Mrs. Elizabeth Clench as being within the limits of her Original Grant from the Six Nations Indians which is in the possession of Mr. Frederick Howard, and Situate in the Township of Brantford is Eighty Acres.- measuring twenty Chains by forty Chains.- That there is about thirty three Acres of the same under fence and improvement, without any buildings.- That it is worth two pounds ten Shillings, or three pounds, per Acre to Clear and fence this land and bring into Cultivation

Brantford 22d. March 1837.

Lewis Burwell
D. P. Surveyor

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POOR COPIE

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A Yeomans
1. March. 1836

William Hepburne Esquire
Toronto

Fwd. by
Mr. A. Phelps

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Mount Pleasant 1st March 1836

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Sir/

Through the medium of a letter from Mr. Keele addressed to Mr. Phelps, I observe the decission of the Trustees on land claimed by Mr. Clench I was likewise present at the Arbitration, and heard the award but am still at a loss to know wether this award is to be a presedent for myself and others to be governed by, as in no one instance my Name is mentioned.

I am bound to believe that every equitable method has been adopted in the present affair, and the very Gentlemanly manner in which the Trustees design remunerating the Parties concerned, certainly bind me to apreciate their worth and integrety — As in my former Letter I do not feel myself authorised to dictate but beg to offer a few remarks on my own account I purchased my present occupancy about 4 Years ago on a credit at an average price of $10 pr. Acre, since which time it has required my utmost exertions to meet the Payments as they become due, & at present the whole Amount is not paid I merely mention this to shew, that under existing circumstances, how totally impossible it would be out of my power to raise a Sum of £200. the amount to be paid to Mr. Clench agreeable to the above award, unless the Trustees take into consideration that it would require 6 or 7 Years, to realize the amount from the avails of a Farm, and support a large Family. It might be argued that the Wild Lands as an equivalent can be sold or Mortgaged for the Amount to which I beg to state the most available Lands are all occupied, add to this that there is at present so much wild Land now in Market that I have reason to believe from the present scarcety of Money it would be a long time before a purchaser could be found, so that unless I am allowed the above stated time I must necessarily sacrifice one piece to pay for the other —

I would further state that we ought not to be put on a footing with the Emigrant who comes prepared to meet his Enstallments whereas I have employed every Shilling to meet the payments of that already purchased, and in the event of my not effecting a Sale of Wild Lands I must necessarily sacrifice that I have so dearly bought

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I again repeat that unless the Trustees prolong the time and mode of Payment of Government sales I must suffer a loss which I am induced to believe the Trustees would not willingly or knowingly consent to.

I however place implicit confidence in them, being well aware of their upright decisions — I fear that a conclusion of my Business will not terminate the whole; as a part of the land claimed is Deeded and another part is claimed by an older Lease that Mr Clenches namely Mr Wm Sturges's — In fact the whole of this clashing might be avoided by giving Mr Clench land elsewhere —

This will be handed to you by Mr Phelps and should you deem it expedient to communicate to me — please so to do through him and to him I refer you for any reference you may wish of my Letter

I am

Sir

Yr Obt Humble Servt

F. Thomas

William Hepburne Esqr.

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J. Yeomand
22. Feb. 1836

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Wilhelm Hepburn Esq.
Superintendent Indian Affairs
Toronto

PAID

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Mount Pleasant 22nd Feb 1836

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Sir /

Through the medium of a Letter from Mr Hurle addressed to Mr Hiram Phelps, I perceive a decision of the Trustees respecting a portion of Land in his occupancy claimed by Mr Clench

I beg to state that the same claim embraces 80 Acres of my Land which is a part of the Phelps Tract, and which I purchased about 6 Years ago at the rate of Eleven Dollars per Acre and the person from whom I bought, is wholy unable to remunerate me in any way whatever — I am strongly of opinion that the thing has not been fairly represented, and beg to make a few remarks thereon — In the first place it commences by taking 50 Acres from a Man ever Good he has together with his House Orchard &c leaving him entirely destitute with a Family of 5 Children who look up to him for support — it next enters Hiram Phelps's, embracing most of his improvements it then enters my line running directly through the Centre of my Farm embracing 30 Acres of my improvements it then enters Solomon Phelps's embracing 16 Acres for which he has a Deed — it then enters Mr Sturges's embracing about 16 Acres of which he has been in possession 30 Years and finishes off by entering the Lands of David Perrin

The most part of the Land has been under cultivation for 30 Years, and no title has ever been set up till now I understand that Mr Hurle is in possession of a Plan drawn by Mr Burwell to which I beg to refer you should it however be mislaid you can be furnished with

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with one for the inspection of the Trustees, but in the event of their decision be final I trust that I shall be remunerated by them, either in Money from the proceeds of their next Sales or in Land equivalent to the loss I must sustain thereby

I do not feel myself authorised to advised but should think it advisable to give Mrs Clench Land elsewere —

If consistent I should be glad to hear from you on the subject

I have the honor

to be

Sir

Yr Obt Hum Sev

F. Howard

William Hepburne Esqr —

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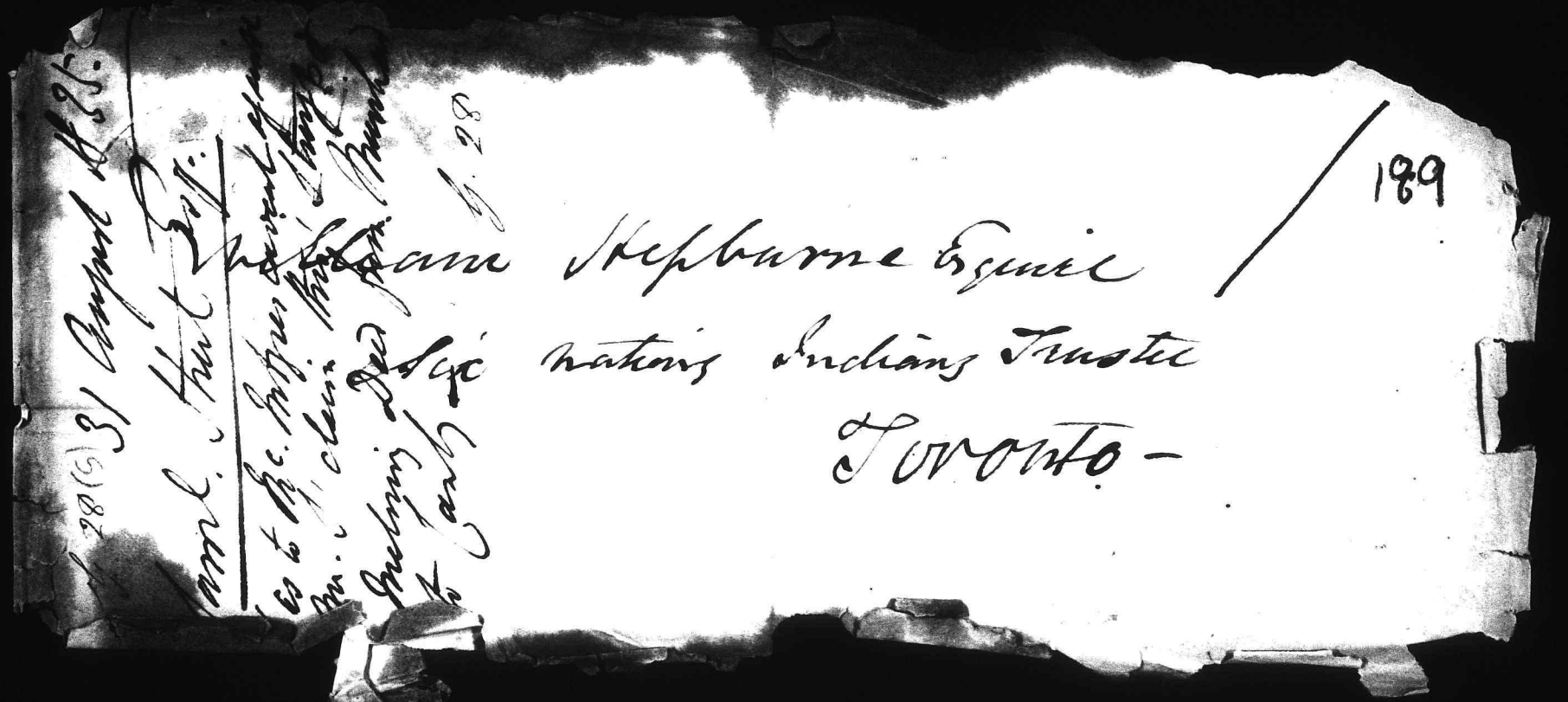

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799 Niagara Falls August 31. 1835

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William Hepburne Esqre

a trustee of the six Nations Indians

Toronto.

Sir

I beg leave to acknowledge the receipt of your letter of the 27th inst and to state in reply to Mr. John W McIntires letter to you of which you annexed a copy. That Mr. McIntire holds my obligation to reconvey the half acre and four perches of Lot No. 9. on the west side of the Rand Three Mound Pleasant- upon performance on his part of an obligation held against him for a debt he owes the estate of the late Samuel Street Esquire, which I represent as an Executor - and a copy of whose will I here inclose - Upon Mr. McIntires performance, if I fail to re-convey, he has his remedy - but I have no objections on the grant or confirmation coming out in my name, that it shall be subject

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to the obligation Mr. McIntire holds - and in trust for the purposes of the aforesaid Will, of either, or both be necessary.

On examination of the papers & items omitted on this claim, you will find by my letter of the 16 December 1834 - in reply to yours of the 10th: that I enclosed William Sturges - original Assignment or Deed to me for the half acre and four perches in question - and that in the said Assignment it is recited "That Amos Sturges did by Custom Indenture of Lease on the 21st. day of December 1815. sell and assign all and singular the parcel or tract of Land to William Sturges of which he now stands seized". meaning the aforesaid Lot No. 9. I do not know how or of Wm William Sturges is, to Amos - but you query on this point as to Williams authority to grant: I trust is satisfactorily answered by the above quotation. In relation to the other part of your letter that "you must be supplied with a description of the Land from the survey made by

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Mr. Burwell if it has been made" - I shall immediately write him - if he has not already, to get the Survey accomplished without more than necessary delay -

I beg to offer my Thanks for your attention to my claim thro' the late Doctor Muirhead and to accelerate the confirmation to Benjamin Canby Esquire - and to authorise the Deed to come out in his name - I send herewith enclosed for him - the late Doctor Muirhead's Deed for the Land Mr. Canby bought.

I remain - Respectfully

Sir

Your very obedient

Samuel Sweet.

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have hereunto set their hands and seals the Day and year first above written

Thomas Perrin

Signed sealed and Delivered in the presence of us
Thos Dewar Jr
Thomas Perrin Jun

Roswell Stevens for William Stevens

Received the day and year first above written of the aforesaid William Stevins full satisfaction for the consideration money before mentioned

Witness £84-00 Thomas Perrin

Thos Perrin Lease
to
William Stevins

Thos Perrin Lease
to
William Stevins

the original lease
will be found with
Mr Bellinus Chattels
Papers
the being 60 hours
of Sat on 3 Jan to
sale of the road
reasonable

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22 1821 Perrin to Stevens. M 14 Nov 1821 194

This Indenture made the 14 Day of November in the year of our Lord one Thousand Eight hundred and twenty one Betwen Thomas Perrin of Mount Pleasant in the Township of Haldermand and and County of Wentworth yeoman of the one part and William Stevens of Mount Pleasant afforsaid yeoman of the other ~~part~~ Witnesseth that whereas the said Thomas Perrin now is and Lawfully seized and possessed of a certain tract or parcel of Land and Appurtenances situate in the Township of Haldermand being apart and parcel of certain Territory formerly granted by the Commander in Chief of the province of Upper Canada to the Six Nations of Indians Residing on the Grand River and known by being apart of Lot No 3 on the East side of a Road leading from the Foarding place on the grand River to Long point containing within the metes and Bounds thereof two Hundred Acres of Land as in and by a certain Indenture of Lease & Demise from the said Six Nations of Indians executed by Joseph Brant principle Chief and agent for the said Six Nations duly authorized for the term of Nine Hundred and Ninety Nine years and bearing date the first Day of January one thousand eight hundred & eight reference being thereunto had will more fully and at Large appear Now this Indenture further witnesseth that the said Thomas Perrin for and in Consideration of the sum of Eighty four Pounds Lawful money of Upper Canada to him in hand well and truly Paid by the

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the said William Stevens at or Before the sealing and Delive-
ing of these presents the receipt whereof the said Thomas
Perrin doth hereby acknowledge and confess himself there-
with satisfied and fully Paid and therefrom and from the
same and every part thereof doth acquit release and
Discharge the said William Stevens his heirs and assigns
and every of them for ever by these presents hath bar-
gained sold assigned transferred and set over leased and
demised and by these presents doth bargain sell
assign transfer and set over Lease and Demise unto
the said William Stevens and to his heirs and assigns all that
certain Lot or piece of Land situated and being in the Town-
ship of Haldemand being part of Lot Number three herein
before mentioned to have been Leased and demised by
the Six Nations of Indians to Andrew Wells and assigned by
him to Thomas Perrin aforesaid and which Premises inten-
ded to be hereby demised & leased are contained within the
Limits & boundaries following to wit Beginning at a Stake
planted at the south East Corner of said Lot No three then
North thirteen degrees east twenty Chains to a Stake then
North Sixty two Degrees and thirty minuts west thirty
Chains to a Stake marked T P then South thirteen
Degrees west twenty Chains then South Sixty two Degrees
and thirty minuts East thirty Chains to the place of
Beginning containing Sixty acres of Land together with
all the Houses buildings improvements rights membe
rs and appurtenances whatsoever to the Land and Prem
ises hereby Bargained sold assigned Leased or intended
To be with the appertenances unto the said William Stev
ens

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his heirs and asigns for and during all the rest remainder of the Before mentioned Term of nine Hundred and Ninety Nine years which is yet to come and unexpired therein Subject never the less to the payment of the yearly rent of one pepper on the fifteenth day of September in every year of the residue of the before mentioned Term the first yearly payment to be made on the fifteenth day of September next after the date of these presents if demanded which rent the said Williams Stevens doth hereby for himself his heirs and asigns agree and covenant to pay unto the said Thomas Perrin his heirs Exetors administrators or asigns on the Seventh Day of may in each and every year during the residue of the Term aforesaid and the said Thomas Perrin and his heirs all and singular the Lands and premises hereby asigned and Leased or intended to be with the appurtenances against him the said Thomas Perrin and his heirs and against all and every other person or persons whomsoever Lawfully claiming or to claim the same or any part thereof by from or under him there or any of them unto the said William Stevins his heirs and asignes for and During the residue and Remainder of the aforesaid term of nine hundred and ninety nine years which is now to come and unexpired therein In Witness whereof the said parties to these presents

Seal

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Leases 4. 21

Isaac Secord To
Mary Bennett.

Of the Westerly half of
No. 1 in 2nd Concession
on the Easterly side of
Road at Mount Pleasant.

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1824
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This Indenture

Made the Eighth day of April in the year of our Lord one thousand eight hundred and twenty four Between Isaac Secord formerly of Mount Pleasant in the township of Haldimand, County of Wentworth, District of Gore, and Province of Upper Canada, husbandman: but now of Oakland County in the Territory of Michigan in the United States of North America of the one part and Mary Bennett of Mount Pleasant aforesaid, the widow of Joshua Bennett late of the same place farmer deceased, of the other part. Whereas the said Isaac Secord some time since, by his attorney in fact Daniel Secord of Mount Pleasant aforesaid farmer, contracted and agreed to grant bargain sell assign transfer and set over, lease and demise unto the said Joshua Bennett his executors administrators and assigns All that certain tract or parcel of Land situated at Mount Pleasant aforesaid, containing one hundred Acres, more or less, hereinafter particularly mentioned and described, with the appurtenances, for the residue of a certain Term of Nine hundred and ninety nine years, in consideration of the sum of Thirty seven pounds ten Shillings lawful money of the said province. And whereas the said Joshua Bennett duly paid and discharged the said Consideration Money in his life time, but did not receive a Lease and assignment of the premises for the residue of the Term aforesaid: which facts the said Isaac Secord doth hereby admit and acknowledge. Now this Indenture witnesseth that the said Isaac Secord for and in consideration of the said Sum of Thirty seven pounds ten Shillings having been paid by the said deceased Joshua Bennett as aforesaid, the receipt whereof is hereby acknowledged and confessed, and in consideration of the sum of five shillings like lawful Money to the said Isaac Secord in hand paid by the said Mary Bennett at or before the Sealing and Delivery hereof, the receipt whereof is hereby also acknowledged, And also in consideration of the rents covenants and agreements hereinafter reserved and contained and mentioned on the part and behalf

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behalf of the said Mary Bemett her executors administrators and assigns to be paid kept and performed, hath leased demised set and to farm letten bargained sold assigned transferred and set over And by these presents doth lease demise set and to farm let, bargain sell assign transfer and set over unto the said Mary Bemett her executors administrators and assigns All and singular that certain tract or parcel of Land situate lying and being at Mount Pleasant aforesaid, known and distinguished by being the Westerly half of lot number one in the second Concession on the East side of the Road leading from the Brant Farm on the Grand River to Long Point, being part of the Indian Territory on the Grand River aforesaid, containing one hundred Acres more or less, and may be further known and described as follows, that is to say, Commencing at a stake at the South east corner of lot number one in the first Concession of Mount Pleasant aforesaid, thence South sixty two degrees and a half East fifty Chains along the rear line of said Indian Territory to a stake, thence North thirteen degrees west twenty Chains to a stake, thence North sixty two degrees and thirty minutes West fifty Chains to the North east angle of the said lot number one in the said first Concession, thence along the rear line of the same lot number one to the first mentioned Boundary and place of Beginning. Together with all and singular the Houses Buildings Improvements Rights Members and appurtenances thereunto belonging or in any wise appertaining Of which premises, inter alia, the said Isaac Secord became legally seized and possessed to him his heirs and assigns for the full Term of Nine hundred and Ninety Nine years, in virtue of, and for the considerations mentioned in, a certain Indenture of Lease duly executed by the Principal Chiefs of the Six Nations of Indians residing on the Grand River aforesaid, and bearing date the first day of January one thousand eight hundred and ten; and which Term commenced with the date of such Indenture, as will more fully appear on reference thereto. To have and to hold the said tract or parcel of Land hereby leased demised and assigned, or intended so to be, with the appurtenances unto and to the only proper use and Behoof of her the said Mary Bemett her executors administrators and assigns from the

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POOR COPIE

the day of the date hereof for and during all the rest residue and remainder of the said Term of Nine hundred and Ninety nine years which is yet to come and unexpired in the said Lease Yielding and Paying therefor yearly and every year during all the residue of the Term aforesaid, on the last day in each year thereof, unto the said Isaac Secord his heirs executors administrators and assigns the annual rent of one peppercorn if the same shall be lawfully demanded: which annual rent the said Mary Bennett doth hereby for herself her executors administrators and assigns agree and covenant to pay or cause to be paid unto the said Isaac Secord his heirs executors administrators or assigns according to the reservation aforesaid and the true intent and meaning of these presents; And the said Mary Bennett her executors administrators and assigns shall also well and truly pay satisfy and discharge all and all manner of taxes charges assessments and impositions whatsoever which have been, now are, or hereafter shall be taxed charged assessed or imposed upon the premises hereby leased and demised, from the time the said deceased Joshua Bennett purchased the same, for and during all the residue of the term aforesaid. And lastly the said Isaac Secord doth hereby for himself his heirs executors administrators and assigns agree and covenant to and with the said Mary Bennett her executors administrators and assigns That she the said Mary Bennett her executors administrators and assigns, doing paying and performing aforesaid, shall and lawfully may from time to time, and at all times hereafter, during all the residue of the term aforesaid, have hold use occupy possess and enjoy all and singular the Land and Premises hereby leased demised and assigned or intended so to be, with the Appurtenances, without any the lawful let suit trouble denial molestation interruption or disturbance whatsoever of or by the said Isaac Secord his heirs executors or administrators or of or by any other person or persons whomsoever lawfully or equitably claiming under him or them or under the said Six Nations of Indians. In Witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written.

Signed sealed and delivered
In the presence of us.

as to Isaac Secord
James Racey
John Campbell

as to Mary Bennett
James Racey
John Campbell

his
Isaac × Secord
mark

her
Mary × Bennett
mark

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William Claus Esqr.

to the Care of St John

Ancaster

'75 - 6

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William Claus Esqr. 4 Jan 1812

202

Sir

Agreeable to your Request I give you the following discription of my Small piece of Land — Contains Eight Acres adjoining my Brother Williams on the East side of his tract on Grand River, I Rec.d my Lease from Capt.n Joseph Brant agreeable to his usal form of Leasing for the terms of Nine Hundred & Ninety Nine Years Dated 22.d of January 1807 — I Came to Mr. Runnels immediately after I Rec.d your Line but found you not their —

I am Sir your Most Obt.

Jos. Smith

Grand River Jany 4.th 1812

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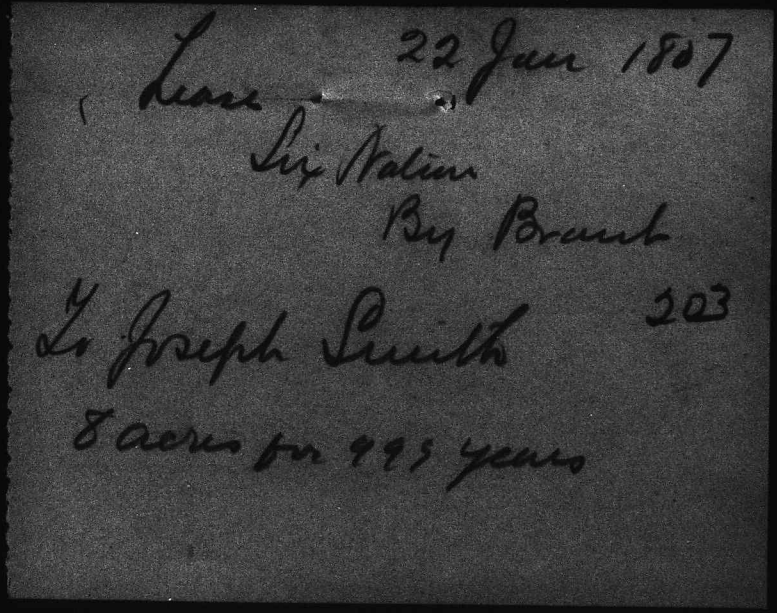

Lease 22 Jan 1807

Six Nation

By Brant

To Joseph Smith 203

8 acres for 999 years

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POOR

817 22 Jany 1807 204

This Indenture made this Twenty Second day of January in the year of ~~of~~ Our Lord one Thousand eight hundred & Seven, between the Six nations of Indians, residing on the grand River, in the province of Upper Canada, Joseph Brant Principal Chief and Agent for the Said Six Nations, duly Authorized, in the name of them the Said Six Nations, and in their behalf to execute Leases of Such parts and parcels of their Lands as by the Said Joseph Brant Shall be thought fit to be Leased ~~Leased~~ of the one part, and Joseph Smith residenter in the vicinity of Grand River & County of Haldimand Province afore said, husb and man of the other part, - Witnesseth, That whereas on the Twenty fifth day of October in the Year of Our Lord one Thousand Seven hundred and eighty four, at the City of Quebec, upon the representation of the Said Joseph Brant in behalf of the Said Six Nations of Indians to the late General Frederic Haldimand then Governor and Commander in Chief, in consideration of the Early attachment to the Kings cause manifested by the Mohawk Indians ~~Nations~~, and of the loss of their Settlement which they ~~which they~~ thereby sustained, by an instrument in writing, by him Subscribed, with his Seal at arms annexed, and Sence to wit, on the Twentieth Day of March in the year of Our Lord one Thousand Seven hundred and ninety five,

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duly enquired in the Secretarys Office of the
said Province of Upper Canada Libe A. folio eight,
was pleased to appropriate and assign to
them and such others of the Six Nations as wish
to settle in that quarter, Six miles Deep from each
side of the River Ouse, or Grand River, at the
mouth thereof and extending that proportion
to the head of the said River, to be enjoyed by them and
their posterity for ever, reference thereunto being had,
and whereas the said Six Nations of Indians, by
the said Joseph Brant their agent aforesaid
in consideration of the rents covenants and
agreements herein after mentioned, reserved and
contained on the part and behalf of the said
Joseph Smith his heirs Executors, Administrators
and Assigns to be paid done and performed, have
granted, demised, leased, let and to farm letten and
by these presents do grant, Demise, Lease let and
to farm let unto him the said Joseph Smith
his heirs executors administrators and Assigns,
all that certain tract or parcel of Land
being part and parcel of the above described Territory
granted by the said Commander in Chief to the
said Six nations of Indians as aforesaid, that
is to say beginning at a Stake set by the said
River, at the South East angle of the said tract

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of Land Lane William Kennedy Smith by the
said Six Nations of Indians, and running thence North
Twenty Six Degrees East, twenty six Chains Sixty four
Links to a Stake, Thence South thirteen degrees thirty
Minutes East Twenty eight Chains Sixty Links
to the river bank to a Stake, thence up the said
River to the first mentioned place of beginning
Containing by admeasurement Eight acres of
Land be the same more or less, together with
all the appurtenances thereunto belonging
To have and to hold the said tract or
parcel of Land last above mentioned, unto the
said Joseph Smith, his heirs Executors Administra-
tors, and Assigns, from the day of the date of
these presents, fair and during the full end and
term of Nine hundred and Ninety Nine years
from thence next ensuing, and fully to be completed
and ended Yealding and paying therefor yearly
and every year unto the said Six Nations or their
agent for the time being on the first day of
January one pepper Corn if the same be lawfully
Demanded, and the said Six Nations by the said
Joseph Brant their agent as aforesaid do cove-
nant grant and agree to and with the said Joseph
Smith his heirs Executors, Administrators and
Assigns

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Assigns, paying the rent, herein before reserved; — and contained as is herein before expressed that he and they shall and may peaceably and quietly have hold Occupy possess and enjoy the said tract and parcel of Land herein before last mentioned, Granted and demised, together with all the Previledges and appertenances thereunto in any wise belonging appertaining for and During the said term of nine hundred and ninety nine years herein before granted without the lawful let suit trouble molestation, evicion, expulsion, or interruption, of or by the said six Nations of Indians, or any or either of them or of or by any other person, or persons, whomsoever, lawfully Claiming, or to Claim, by from or under them, or any or either of them as by or with their or any of their privity, assent, consent, or procurement, —

In Witness whereof the parties to these presents have hereunto interchangably set their hands and seals the day and year first above written

Sealed and Delivered in presence of us

(signed) Joo. Brant L.S.
(signed) Jos. Smith L.S.

(signed) Thomas Davis
(signed) Joseph his mark Dequanyea (Senneca Chief)
(signed) W. K. Smith —

I hereby certify that I have compared the foregoing with the original Lease in the possession of Joseph Smith, and find the same a true copy — Given under my hand at Burford this fourth day of May 1812 —

Thomas Hornor J.P.

A. 49. (S)

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4/1

This Indenture Made this twentieth day of June 20 June 1796
in the year of Our Lord one thousand seven hun-
red and ninety six, between the Six nations of 208
Indians residing on the grand River in the
Province of Upper Canada, by Capt. Joseph
Brant principal Chief and agent for the
Six nations duly authorized in the name of
them the said Six Nations and in their behalf
to execute Leases of such parts and parcels of
their Lands as by the said Joseph Brant
shall be thought fit to Lease of the one part
and William Kennedy Smith residing on the
said Grand River, of the other part, Witnesseth
That Whereas on the twenty fifth day of October
in the Year of Our Lord one thousand seven
hundred and eighty four at the City of Quebec
upon the representation of the said Joseph Brant
in behalf of the said Six nations of Indians
to the late Frederick Haldimand then Governor
and Commander in Chief, In Consideration
of the early attachment to the Kings cause
manifested by the Mohawk Indians and of the
Loss of their Settlement which they thereby sustained
by an instrument in writing by him subscribed
with his Seal at Arms dueped and Sence to Wit on
the Twentieth day of March in the year of our

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Lord one thousand seven hundred and ninety
five duly enregistered in the Secretarys Office of the
Said province of Upper Canada Liber A. Folio
eight, was pleased to grant appropriate and assign
to them and such others of the Six Nations as
wishes to settle in that Quarter six miles deep
from each side of the said grand River ouse
at the Mouth thereof and extending in that prop
tion to the head thereof, to be enjoyed by them
and their Posterity for ever — reserving therem
being ~~made~~ had and whereas the said Six nation
by Capt. Joseph Brant aforesaid in consi
deration of the rents covenants, and agreements
herein after mentioned reserved and contained
on the part and behalf of the said William
Kennedy Smith his heirs executors administrators
and assigns to be paid done and performed have
granted demised Leased and to farm Letten
and by these presents do grant demise Lease
and to farm Let unto him the said William
Kennedy Smith his heirs executors administrators
and assigns all that certain tract or parcel
of Land being part and parcel of the above
described Territory granted by the said comm-
ander in Chief to the said Six Nations aforesa
beginning at a Stake by the grand River Thr
North twenty six degrees East one hundred and
eighty feet

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Eighty five Chains and fifty Links to a Stake,
Thence North Sixty four degrees West Sixty-
Chains to a Stake, thence South twenty Six degrees West,
two hundred and fourteen Chains and fifty Links to
the said Grand River, Thence down the said river
including the Islands in front of the said Lands to
the fore Mentioned bounds Containing Twelve
hundred Acres more or less, reference thereunto being
had, which said tract or parcel of Land is —
Leased to the said William Kennedy Smith in
Consequence of Friendship for him and from
his connection with our the Mohawk Nation
by a Lawfull Marriage with one of our Women
by whom he has two Children which we wish
to provide for according to our customs for these
reasons and his uniform good conduct during
a long residence with us, we have Leased to the
said William Kennedy Smith his heirs Executors
Administrators and Assigns from the day of the
Date of these presents for and during the
full end and term of Nine hundred and Ninety
Nine years from thence next ensuing fully
to be Completed and ended, Yielding and paying
therefor yearly and every year unto the said Six
Nations or their Agent for the time being on the
first day of January one pepper corn if the
same be lawfully demanded and the said
Six

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Six Nations by the said Joseph Brant their agent aforesaid do covenant Grant and agree to and with the said William Kennedy Smith his heirs Executors Administrators and Assigns paying the rent herein before reserved and expressed that he and they shall and may peaceably and quietly have hold Occupy possess and enjoy the said tract and parcel of Land herein before last mentioned Granted and Demised together with the Appurtenances and Preveledges ~~thereunto~~ thereunto in any wise belonging and appertaining for and during the term of nine hundred and Ninety nine Years herein before Granted without the Lawful let suit trouble Molestation eviction expulsion or interception of or by them the said Six Nations or any or either of them or by any other person or Persons whatever Lawfully claiming or to Claim by from or under them or either of them or by or with their Previty assent Consent or procurement —

In Witness whereof the parties to these presents have hereunto set their hand and seal the day and year first above Written —

Signed sealed and Delivered in the presence of

(signed) Jos. Brant L.S. Agt.

(signed) Wm. B. Sheehan

signed Jos. Smith

I have compared the above with the original Lease in the possession of William H. Smith and find the same a true copy —

Burford May 4. 1812

Thomas Homor J.P.

A 48 (S)

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POOR COPIE

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From W W B Shehan
26. Feby. 1812.

The Honourable William Claus

D Superintendant General
of Indian affairs

Niagara

Lease for 1200 acres

A. 46. (S)

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CANADA

POOR. COPIE

Claim 141 Grand River 26th Feby 1812 213

Sir

according to the Proclamation I Issued I take the liberty to report to you the State of our land on the Grand River, and hope your goodness will excuse me troubleing you, my Father came on the Grand River with the approbation of all the principal chiefs of the six Nations and received from them a Lease for 1200 acres of land for nine hundred and ninety nine years, paying a certain quitrent mentioned therein, of which we have the peaceable possession of near twenty years, he was also a Loyalist and served in the Indian Dept, I therefore hope his claims will be considered with those of the best on the River as there is eight of us in family there is only 150 acres of land for each one, a much smaller quantity than many others have on the River, since his death I have improved three farms of 200 acres each with the sole view of maintaining the family, I have only to add that I hope through the clemency of the Government and your own goodness it will be considered the large and helpless family my Father has left who have no visible means of support on earth but the land on the River, which should they lose they will be entirely destitute of all support, I therefore hope through your goodness that we may receive a license for to keep the 1200 acres of land leased to us by the Indians, under such regulations as you may think fit to direct

I am with respect your most obedient
humble servant Walter Butler Sheehan

The Honourable William Claus

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POOR COPIE

214 This Indenture made the nineteenth day of May in the Year of our Lord one thousand eight hundred and seven between the six Nations of Indians residing on the Grand River in the Province of Upper-Canada Joseph Brant principal, Chief and Agent for the said six nations duly authorised in the name of them the ~~said six~~ nations and in their behalf to execute Leases of such parts and parcels of their Lands as by the said Joseph Brant shall be thought fit to be leased, of the one part, and Roswell Stevens residenter in the vicinity of Grand River, and County of Haldermand & Province aforesaid, Carpenter, of the other part, Witnesseth that whereas on the twenty fifth day of October in the Year of our Lord one thousand seven hundred & eighty four, at the City of Quebec, upon the representation of the said Joseph Brant, in behalf of the said six Nations, of Indians, to the late General Frederick Haldemand, then Governor and Comander in Chief of the Province of Quebec territories depending thereon &c &c — He the said commander in Chief in consideration of the early attachment to the Kings cause manifested by the Mohawk Indians, and of the loss of their settlement which they hereby sustained, by an instrument in writing, by him subscribed, with his seal at Arms annexed, and Sence to wit on the Twentieth day of March in the Year of Our Lord one thousand seven hundred and ninety five, duly irregistered in the Secretaies office of the said provence of Upper-canada Lib. A. Fol. eight was pleased to grant appropriate and assign to them and such others of the six Nations as wished to settle in that quarter, Six Miles deep from each side of the River Ouse, or Grand River, at the mouth thereof, and extending in that proportion to the head of the said River to be enjoyed by them and their posterity, forever reference thereunto being had, and whereas the said six Nations of Indians by the said Joseph Brant their Agent aforesaid in consideration of the rents covenants and agreements herein after mentioned, reserved and contained on the part and behalf of the said Roswell Stevens, his heirs, exutors, administrators, and assigns to be paid done and performed, have granted, demised, Leased, let and to farm letten and by these presents do grant, demise, lease, let and to farm leten unto to him the said Roswell Stevens his heirs, exutors, administrators and assigns, all that certain tract or parcel of Land being part and parcel of the above described territory granted by the said commander in Chief to the said six Nations as aforesaid; And Knowing, being butted and bounded as follows, beginning at the North East angle of Lot number one in the Township of Burford and on the out boundary of Indian Land, Grand River, and running thence on the Indian line South fifteen degrees forty minuets East, sixty seven chains forty links to the second concession more or less, thence North seventy four degrees twenty minuits East eighty seven chains, ninety links, more or less, then North fifteen degrees forty minuits West sixty seven chains forty links more or less then south seventy four degrees twenty minutes West eighty seven chains ninety links more or less to the place of beginning, containing Six hundred acres of Land, be the same more or less, together with all the appurtenances therein to belonging to have and to hold the said tract or parcel of Land last above mentioned, unto the said Roswell Stevens, his heirs, exutors, administrators and assigns from the day of the date of these presents for and during the full and term of Nine Hundred and Ninety Nine Years, from thence next ensuing, and fully to be compleat and ended: Yielding and paying therefore Yearly and every Year unto the said six Nations or their agent for the time being on the first day of January one Pepper corn if the same be Lawfully demanded and the said six Nations by the said Joseph Brant, their agent as aforesaid do covenant, grant and agree to and with the said Roswell Stevens his heirs exutors administrators and assigns, paying the rent herein before reserved and contained as is herein before last mentioned, granted, and demised, together with all the previledges and appurtenances thereunto in any wise belonging appertaining for and during the said term of Nine Hundred & Ninety Nine Year herein before granted, without the lawfull let, suit, trouble, molestation, eviction, expulsion or interruption of or by them the six Nations of Indians, or any, or either of

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19 May 1887

of them or of or by any other person or persons whomsoever lawfully claiming or to claim, by from or under them, or any or either of them, or by or with their or any of their privity, assent, consent or procurement. In witness whereof the parties to these presents, have hereunto interchangeably set their hands & seals the the day and year first above written.

Signed sealed and delivered
in presence of us

Wm. K. Smith
Asa Bradley
Daniel Secord

to 134

[signed] Jos. Brant Capt. L.S.
[signed] Roswell Stevens, L.S.

Thereby Certify that I have compared the within Lease with the original and find the same a true and correct copy in the letter press Book remaining in my office.

Jos. Brant

(S) of 97

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W. K. Smith
3rd Jany 1812
A. 22 (S)

William Claus Esquire
Depy. Supt. Genl. of Indian
Affairs &c
Grand River

W. Smith does not take the tribe of
1200 acres which he sold to — & leaves
beside the within 1200 he mentions
on the East side of the River

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POOR. COPIE

520 William Claus Esquire, Y. Supt. Genl. of Indians &c 3 Jan 1812 217

Sir,

I recvd. your letter of 2d Inst. — Respecting the claim I hold of land on the Grand River, — I hold a claim of Twelve hundred acres on the east side of Sd. River opposit the Brant farm at the Ferry Including the small Islands in front of said Tract, (I hold sixty Chain front) & Surveyed by Wm. Hambly I hold it by way of Lease given to me by the late Capt. Jos Brant as agt. for the Six nations & by request of the Chiefs, the Tract was given

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to me, — it Short was a gift, the date
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of Sd. Lease is 20th June 1796 — and
been in actual possession eighteen years
that is all the claim I have at present
in the land way, on the Grand River
or ever had —

I am Sir your Obt.

Hend. Lect —

W. K. Smith

Blenheim 3d Jany 1812 —

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POOR. COPIE

28th March 1835.

Mr. Thos. Racy

= Thos. S. Hall and Gideon Olmstead.

=

G. 16 (R)

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POOR. COPIE

Dundas March 28th 1838.

William Hepburn Esqr

Sir)

I beg leave to state to the Trustees (Superintending Titles to Land derived from the Six Nations of Indians) that about the Year 1812. Saml Hatt Esqr. then living at Ancaster, now at Chambly in Lower Canada purchased of Gideon Olmsted. Two Acres of Land, situate on the West side of the Road leading from Brantford to the Grand River to Long point - being a part of Lot No. 5. in Mount Pleasant, which Lot was purchased by the said Olmstead of the late Capt. Joseph Brant as Agent for the Six Nations of Indians. by the title of a Lease for 999 Years, dated the 1st Oct 1801 -

At a subsequent period, on the said Olmstead selling the remaining part of the Lot, he recognises in the Deed of conveyance which he gave to the person who bought of him the fact that he had previously made to Mr Hatt, by reserving the two acres, and stating that they had been sold by him to Mr Hatt - This deed of conveyance gives all

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POOR COPIE

all probability) is before the present Trustees with
these papers relating to the said Lot No 5. -

I am interested in the One acre bought
by Mr Hatt having many years since purchased
them of him - and it was intended that I
should obtain a title deed from Almstead;
as Mr Hatt had never received any written
one from him more than the one stated to
have been required by Almstead on the sale
which he subsequently made. and there are also
many persons now at Mount pleasant who are
perfectly aware of the circumstances of the sale

Almstead left this Country many years since
and it is impossible to obtain any title from
him; but from Mr Hatt I can without doubt
obtain a Quit claim deed for his former in-
terest in the Land - but Mr Hatt having recently
met with a loss in his family and residing in
Lower Canada - has prevented my obtaining
the necessary instrument from him - and I
consider it best that I should state the cir-
cumstances to the Trustees in order that
that they may be aware of the circumstan-
ces and that they may if they think fit

Yule

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file this letter with papers relating to the Lot in question —

I have the honour to be
Sir
Your Most Obedt. Servt
Thos Racey

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POOR COPIE

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Copy of Lease
Six Nations of Indians
by
Capt. Jos: Brant
to
Mr. J. B. Rousseau

A. 20. (R)

belonging to Ezra Hawley
&
Enos Bunnell

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POOR COPIE

1801 5 Oct 1801 224

This Indenture made the fifth day of October in the year of our Lord one thousand eight hundred and one, between the Six nations of Indians residing on the Grand River in the province of Upper Canada by Joseph Brant principal Chief and agent for the said six nations, duly authorised by them the said six nations, and on their behalf to execute leases of such parts and parcels of their lands as by the said Joseph Brant shall be thought fit to be leased, of the one part, and John Baptiste Rousseau of the township of Ancaster in the district of Niagara and province aforesaid, gentleman, of the other part, Witnesseth, That whereas on the twenty fifth day of October in the year of our Lord one thousand seven hundred and eighty four, at the City of Quebec, upon the representation of the said Joseph Brant in behalf of the said six nations of Indians to the late General Frederic Haldimand, then Governor and commander in Chief of the province of Quebec and territories depending thereon, &c. &c. &c. he the said commander in Chief," in consideration of the early attachment to the Kings cause manifested by the Mohawk Indians and of the loss of their settlement which they thereby sustained", by an Instrument in writing by him subscribed, with his seal at arms annexed, and since, to wit, on the twentieth day of March, in the year of our Lord one thousand seven hundred and ninety five, duly enregistered in the Secretary's Office of the said province of Upper Canada Lib: A Folio 8. was pleased to grant appropriate, and assign, to them and such others of the six nations as wished to settle in that quarter six miles deep from each side of the river Ouse, or Grand river at the mouth thereof and extending in that proportion to the head of the said river, to be enjoyed by them and their posterity forever, reference thereunto being had, the said six nations of Indians, by the said Joseph Brant their agent aforesaid in consideration of the rent, covenants and agreements herein after mentioned, reserved and contained, on the part and behalf of the said John Baptiste Rousseau his heirs executors

Haldimand 1784

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POOR. COPIE

executors, administrators and assigns, to be paid, done and performed and also in consideration of the sum of fifty pounds of lawful money of the said province to them the said six nations in hand well and truly paid before the sealing and delivery hereof, the receipt whereof is hereby acknowledged have granted, demised, leased, set and to farm letten, and by these presents do grant, demise, lease, set and farm let unto him the said John Baptiste Rousseau his heirs and assigns, all that certain tract or parcel of land, being part and parcel of the herein before described territory granted by the said Commander in Chief to the said six nations, butted and bounded as follows, that is to say, beginning at a large pine tree blazed on four sides standing on the Creek commonly called Fairchilds creek, thence north sixty seven degrees west by the lands of Isaac Whiting, Alexander Wesbrook and John Files, eighty chains to a white oak tree marked in the said Files' fence; thence South, twenty six degrees West twenty four chains and ten links to a white oak tree marked on the plains, thence South sixty four degrees east thirty nine chains and thirty seven links to the creek by John Wesbrook's land, thence down the said Creek to the aforesaid large pine tree, containing two hundred and seventy one acres, three roods and twenty nine perches of Land, be the same more or less, agreable to a survey and plan thereof made and executed by Mr. William Hambly, Surveyor, reference thereto also being had. To have and to hold the said tract and parcel of land last above mentioned unto him the said John Baptiste Rousseau his heirs and assigns, from the day of the date of these presents for and during the full end and term of Nine hundred and ninety nine years from thence next ensuing and fully to be complete and ended, yielding and paying therefor yearly and every year unto the said six nations, or to their agent for the time being, on the first day of January, one peppercorn, if the same be lawfully demanded. And the said six nations of Indians, by the said Joseph Brant, their agent as aforesaid, do covenant, grant and agree to and with the said John Baptiste Rousseau, his heirs executors, administrators and assigns, paying the rent herein before reserved and contained, conditioned as is herein before expressed, that he and they shall

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POOR COPY

and may peaceably and quietly have, hold, occupy, possess and enjoy the said tract and parcel of land herein before last mentioned, granted and demised, together with all the privileges and appurtenances thereunto in any wise belonging and appertaining for and during the said term of Nine hundred and ninety nine years, herein before granted, without the lawful let, suit, trouble, molestation, evic-tion, expulsion or interception of or by them the said Six nations of Indians, or any or either of them, or of or by any other person or persons whomsoever, claiming or to claim by, from or under them, or any or either of them; or by or with their, or any of their privity, assent, consent or procurement. In Witness whereof the parties to these presents have hereunto interchangeably set their hands and seals the day and year first herein before written —

Sealed and delivered
in presence of us. } /signed/ Jos. Brant L.S.

NB. The words "and also in consideration of the sum of fifty pounds of lawful money of the said province to them the said Six nations in hand well and truly paid before the sealing and delivery hereof, the receipt whereof is hereby acknowledged" between the first and second lines from the top of second page, were interlined before sealing —

/signed/ Richard Beasley
/signed/ Davenport Phelps

} /signed/ J B Rousseau L.S

I hereby Certify that the foregoing is a true Copy of the original Lease from the Six Nations to John B. Rousseau, on the back of the said Lease there is an assignment from the John B. Rousseau to Stephen Carpenter and from Stephen Carpenter to Ezra Bawsley the Lease is now in the possession of Enos Bunnell Esq.

Given under my hand at Burford this 9. day of May 1812 —

Thomas Gonnor J.P.

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5 Oct 1801
Mr. Bunnell 227

Lease Done & Patent
Given W. H.

Six nations of Indians

by

Capt. Jos: Brant

to

Mr. J. B. Rousseau

Enos Bunnell

1801

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POOR. COPIE

1801 (3) Brant to Rousseau. 228

This Indenture made the fifth day of October in the year of our Lord one thousand eight hundred and one, between the Six nations of Indians residing on the Grand River in the province of Upper Canada by Joseph Brant principal Chief and agent for the said six nations, duly authorised by them the said six nations, and on their behalf to execute leases of such parts and parcels of their lands as by the said Joseph Brant shall be thought fit to be leased, of the one part, and John Baptiste Rousseau of the township of Ancaster in the district of Niagara and province aforesaid, gentleman, of the other part, Witnesseth, That whereas on the twenty fifth day of October in the year of our Lord one thousand seven hundred and eighty four, at the City of Quebec, upon the representation of the said Joseph Brant on behalf of the said six nations of Indians to the late General Frederic Haldimand, then Governor and commander in chief of the province of Quebec and territories depending thereon, &c, &c, &c he the said commander in chief, "in consideration of the early attachment to the King's cause manifested by the Mohawk Indians, and of the loss of their settlement, which they thereby sustained," by an instrument in writing by him subscribed, with his seal at arms annexed, and since, towit, on the twentieth day of March, in the year of our Lord one thousand seven hundred and ninety five, duly enregistered in the Secretary's office of the said province of Upper Canada, Lib. A. Folio, 8. was pleased to grant, appropriate, and assign, to them and such other of the Six nations as wished to settle in that quarter, Six miles deep from each side of the river Ouse, or Grand river, at the mouth thereof, and extending in that proportion to the head of the said river, to be enjoyed by them and their posterity forever - reference thereunto being had, the said Six nations of Indians, by the said Joseph Brant their agent aforesaid, in consideration of the rent, covenants, and agreements herein-after mentioned, reserved and contained, on the part and behalf of the said

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said John Baptiste Rousseau his heirs, executors, administrators and
assigns, to be paid, done and performed, have granted, demised, leased,
in consideration of the sum of fifty pounds of lawful money of the said Province to them the said Six nations
will and truly paid before the sealing and delivering hereof, the receipt whereof is hereby acknowledged,
set and to farm letten, and by these presents do grant, demise,
lease, set and farm let unto him the said John Baptiste Rousseau
his heirs and assigns, all that certain tract or parcel of land, being part
and parcel of the herein before described territory granted by the said
Commander in Chief to the said six nations, butted and bounded as
follows, that is to say, beginning at a large pine tree blazed on four
sides standing on the Creek commonly called Fairchild's Creek, thence
north sixty seven degrees west by the lands of Isaac Whiting, Alexander
Westbrook and John Files, eighty chains to a white oak tree mark'd in the
said Files' fence, thence south, twenty six degrees west twenty four chains and
ten links to a white oak tree marked on the plains, thence south sixty four
degrees east thirty nine chains and thirty seven links to the creek
by John Westbrook's land, thence down the said Creek to the afore
said large pine tree, containing two hundred and seventy one acres, three
roods and twenty nine perches of land be the same more or less,
agreable to a survey and plan thereof made and executed by
Mr. William Hambly, Surveyor, reference thereto also being had.
To have and to hold the said tract and parcel of land last
above mentioned, unto him the said John Baptiste Rousseau, his heirs
and assigns, from the day of the date of these presents for and during
the full end and term of nine hundred and ninety nine years
from thence next ensuing, and fully to be complete and ended;
Yielding and paying therefor, yearly and every year unto the
said Six nations, or to their agent for the time being, on the first
day of January, one pepper Corn, if the same be lawfully demand-
ed. And the said Six Nations of Indians, by the said Joseph Brant, their
agent as aforesaid, do covenant, grant and agree to and with the said
John

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John Baptiste Rousseau, his heirs, executors, administrators and assigns, paying the rent herein before reserved and contained, conditioned as is herein before expressed, that he and they shall and may peaceably and quietly have, hold, occupy, possess and enjoy the said tract and parcel of land herein before last mentioned, granted and demised, together with all the privileges and appurtenances thereunto in any wise belonging and appertaining for and during the said term of Nine hundred and ninety nine years, herein before granted, without the lawful let, suit, trouble, molestation, eviction, expulsion or interruption of or by them the said Six nations of Indians, or any or either of them, or of or by any other person or persons whomsoever, claiming or to claim by, from or under them, or any or either of them, or by or with their, or any of their privity, assent, consent or procurement. In Witness whereof the parties to these presents have hereunto interchangeably set their hands and seals, the day and year first herein before written—

Sealed and delivered in presence of us— } Jos. Brant

Richard Beasley

Davenport Phips—

B. The words "and also in consideration of the sum fifty pounds of lawful money of the said province from the said Six nations in hand well and truly before the sealing and delivery hereof the receipt whereof is hereby acknowledged" between the first and second lines from the top of second page were interlined before sealing—

Richard Beasley

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Know all Men by these presents that I John Baptist Rousseau of Ancaster in the District of Niagara and Province of Upper Canada Gentleman for and in consideration of the Sum of Three hundred pounds good and lawful money of the Province aforesaid to me in hand well and truly paid before the ensealing and delivery of these presents by Stephen Carpenter of the County of Haldimand District and Province aforesaid Yeoman. have sigued over and forever quit claim to all my right title claim or demand to any part or parts of the within described Premises. and I hereby bind myself and my heirs to warrant and defend the same to the said Stephen Carpenter his heirs and assigns to their own proper use & behoof. against any Person or persons who may offer to claim the same. excepting the Government or the Nations of Indians commonly called the Six Nations.

In Witness whereof I have hereunto set my hand and seal at Ancaster this first day of February in the year of our Lord one thousand eight hundred & twelve.

In presence of
W. Johnson Chew
Enos Bunnell

J B Rousseau

230A

Know all men by these presents, that I Stephen Carpenter of the Town of Owasco in the County of Cayuga State of New York Gentleman - for and in consideration of the sum of three hundred pounds N.Y.C. to me in hand paid before the ensealing and delivery of these presents by Ezra Hawley of the County of Haldimand in the District of Niagara and Province of Upper Canada Blacksmith have signed over and forever, quit claim to all my right title claim and demands to any part or parcel of the foregoing Assignment or the therein mentioned premises I hereby bind myself and my heirs firmly by these presents to warrant and defend the same to the said Ezra Hawley his heirs and assigns to their own proper use and behoof. against any person or persons who may offer to claim the same or any part thereof excepting the Government or the nations of Indians commonly called the Six Nations

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This Indenture made the Fifth day of October 1801
in the Year of Our Lord One thousand eight Hundred and One Between
the Six Nations of Indians residing on the Grand River, in the Province
of Upper Canada by Joseph Brant Principal Chief and Agent for the
said Six Nations, duly authorized by them the said Six Nations, and
on their behalf to execute Leases of such parts and parcels of their Lands
as by the said Joseph Brant shall be thought fit to be leased, of the one
part and John Baptiste Rousseaux of the Township of Ancaster in
the District of Nagara and Province aforesaid Gentleman of the other
part Witnesseth That whereas on the Twenty fifth day of October
in the Year of Our Lord One thousand seven Hundred and eighty Four
at the City of Quebec, upon the representation of the said Joseph Brant
in behalf of the said Six Nations of Indians, to the late Governor
Haldimand then Governor and Commander in Chief of the Province
of Quebec and Territories depending thereon &c &c &c the said
Commander in Chief" in consideration of the early attachment to the
Kings Cause manifested by the Mohawk Indians, and of the loss of their
Settlement, which they thereby sustained, by an Instrument in Writing by
him subscribed with his Seal at Arms unexpired, and since to Wit
on the Twentieth day of March in the Year of Our Lord One thousand seven
Hundred and Ninety five duly enregistered in the Secretarys Office of
the said Province of Upper Canada Lib A. Fol: 8. was pleased to grant
appropriate and assign to them and such others of the Six Nations, as wish
to settle in that quarter Six Miles deep from each side of the River Ouse
or Grand River at the Mouth thereof and extending in that proportion
to the Head of the said River, to be enjoyed by them and their Posterity
forever; reference thereunto being had, the said Six Nations of Indians
by the said Joseph Brant their Agent aforesaid in consideration of
the Rent Covenants and agreements herein after mentioned, reserved and
contained; on the part and behalf of the said John Baptiste Rousseaux
his Heirs Executors Administrators and Assigns: to be paid done and
performed, and also in consideration of the Sum of Fifty Pounds of
lawfull Money of the said Province, to them the said Six Nations, in
Hand well and truly paid, before the sealing and delivery hereof
the Receipt whereof is hereby acknowledged ——— Have

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CANADA

POOR COPIE

Have Granted, Demised, Leased, Set, and to Farm letten, and by these presents do Grant, Demise, Lease, Set, and to Farm Let unto him the said John Baptiste Rousseaux his Heirs and Assigns, all that certain tract or parcel of Land being part and parcel of the herein before discribed Territory granted by the said Commander in Chief to the said Six Nations Bitted and Bounded as follows — that is to say — Beginning at a large Pine Tree blazed on four Sides standing on the Creek commonly called Fairchilds Creek, Thence North Sixty Seven degrees West by the Lands of Isaac Whiting, Alexander Nesbrook and John Files, Eighty Chains to a White Oak Tree marked in the said Files's fence. Thence South Twenty Six degrees West twenty four Chains and ten Links, to a White Oak Tree marked on the Plains. Thence South Sixty four degrees East, thirty Nine Chains and thirty seven Links to the Creek by John Nesbrooks Land, Thence down the said Creek to the aforesaid large Pine Tree Containing Two Hundred and Seventy one Acres three Roods, and Twenty Nine Perches of Land be the same more or less, agreable to a Survey and Plan thereof made and executed by Mr. William Numbly Surveyor reference thereto also being had — To have and to Hold the said Tract and Parcel of Land last above mentioned unto him the said John Baptiste Rousseaux his Heirs and Assigns, from the day of the date of these presents, for and during the full end and Term of Nine Hundred and Ninety Nine Years from thence next ensueing, and fully to be completed and ended; Yielding and paying therefor — Yearly and every Year, unto the said Six Nations, or to their Agent for the time being on the first day of January One Pepper Corn, if the same be lawfully demanded — And the said Six Nations of Indians by the said Joseph Brant, their Agent as aforesaid, do covenant, grant and agree to and with the said John Baptiste Rousseaux his Heirs Executors, Administrators and Assigns, paying the Rent herein before reserved and contained condition'd as is herein before expressed, that he and they shall and may peaceably & quietly, have, hold, occupy, possess, and enjoy the said tract and Parcel of Land herein before last mentioned, granted and Demised together with all the privileges and appurtenances thereunto, in any wise belonging and appertaining for and during the said Term of

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Of Nine Hundred and Ninety Nine Years herein before granted, without the lawfull let, Suit, trouble, Molestation, eviction, expulsion, or interuption of or by them, the said Six Nations of Indians, or any or either of them or of or by any other Person or Persons, whomsoever, claiming or to claim by from or under them, or either of them, or by or with their, or any of their privity, assent, consent, or procurement.

In Witness whereof the Parties to these presents have hereunto interchangably set their Hands and Seals the day and Year first herein before written.

Sealed Signed and delivered in presence of us.

Richard Beasley
Devenport Phelps

Sig^d Jo^s Brant
" J. B. Rousseaux

Know all Men by these presents that I. John Baptiste Rousseaux of Ancaster in the District of Niagara and Province of Upper Canada Gentleman for and in Consideration of the Sum of Three Hundred Pounds, good and lawfull Money of the Province of Upper Canada, to me in hand well and truly paid, before the ensealing and delivery of these presents, by Stephen Carpenter of the County of Haldemand District and Province aforesaid Yeoman, have signed over and forever quit claim to all my right Title claim or demand, to any part or parts of the within discribed premises, and I hereby bind myself and my Heirs to warrant and defend the same to the said Stephen Carpenter, his Heirs and Assigns, to their own proper use and behoof, against any Person or persons, who may offer to claim the same — excepting the Government or the Nations of Indians, commonly called the Six Nations — In witness whereof I have hereunto set my Hand and Seal at Ancaster this first day of February One thousand Eight Hundred and Twelve.

In presence of
Sig^d
W. Johnson Chew
Enos Bunnell

J. B. Rousseaux

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POOR COPIE

Inos Bunnell

Papers

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POOR. COPIE

Know all Men by these presents that I Daniel Cook of the Township Huldimand, District of Gore and Province of Upper Canada, For and in consideration of the Sum of Eighty Seven Pounds Five Shillings, Lawfull Money of Upper Canada, to me in Hand well and truly paid, before the ensealing and delivery of these presents, by Henry Hull of the Town of Fish Kill, and County of Dutchess and State of New York, have signed over and forever quit Claim to all my Right Title Claim or Demand, or any part or parts of the within described Premises, and I hereby bind myself my Heirs and Executors and Administrators, to warrant and defend the same to the said Henry Hull his Heirs and Assigns, to their own proper use and behoof against any Person or Persons who may offer to claim the same, except the Government of the said Province In witness whereof I have hereunto set my Hand and Seal, this Twenty Fourth day of May in the Year of Our Lord One Thousand Eight Hundred and Twenty Two

In presence of us
Abraham Cook
Esther Cook

Sig^{d} Daniel Cook

Know all Men by these presents that I Henry Hull of the Town of Fishkill and County of Dutchess and State of New York For and in consideration of Two Hundred Pounds Lawfull Money of the Province of Upper Canada to me in Hand paid before the Sealing and delivery of these presents by Enos Bunnell of the Township of Huldimand in the County of Wentworth and Province aforesaid have signed over and forever quit claims, all my Right Title, Claim or Demand of my part or any part or parts of the within discribed premises and I hereby bind myself My Heirs Executors, Administrators and Assigns to warrant and defend the same to the said Enos Bunnell, his Heirs and Assigns to their own proper use and behoof against any Person or Persons, who may hereafter claim the same Except the Government of the said Province In witness whereof I have hereunto set my Hand & Seal, this Fourteenth day of July in the Year of Our Lord One Thousand Eight Hundred & Twenty Three

In presence of us
Sig^{d} Jacob Clark
Jonathan Vermilya

Sig^{d} Henry Hull

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CANADA

POOR COPIE

Know all men by these presents, that I Stephen Carpenter of the Town of Owasco in the County of Cauga State of New York Gentleman, for and in consideration of the Sum of One Hundred and Seventy Pounds N.Y.C. to me in hand paid, before the ensealing and delivery of these presents, by Ezra Hawley of the County of Haldimand in the District of Niagara and Province of Upper Canada Blacksmith, have signed over and forever quit claimed to all my right Title, Claims, or demands to any part or parcel of the foregoing Assignment or therein mentioned premises; and I hereby bind myself and my Heirs firmly by these presents to warrent and defend the same to the said Ezra Hawley his Heirs and Assigns, to their own proper use and behoof, against any Person or Persons, who may offer to claim the same or any part thereof - excepting the Government or the Nations of Indians commonly called the Six Nations In witness whereof I have hereunto set my Hand and Seal at the Grand River this Fourth day of February in the Year of Our Lord One Thousand Eight Hundred and Twelve

In presence of us

Enos Bunnell
Ep. L. Phelps

Sig.d Stephen Carpenter

A 20

Know all Men by these presents that I Susannah Hull Executrix of the Estate of Ezra Hawley deceased and Wife of Henry Hull of the Town of Fishkiln and County of Dutchess and State of New York, for and in consideration of the Sum of Eighty Seven Pounds five Shillings, lawfull Money of Upper Canada to me in hand paid, before the ensealing and delivery of these presents by Daniel Cook of the Township of Haldimand ~~and~~ District of Gore and Province of Upper Canada, have signed over and forever quit Claim, to all my right Title Claim or Demand to any part or parcel of the within described Primeses, And I hereby bind myself my Heirs Executors and administrators to warrent and defend the same to the said Daniel Cook, his Heirs and Assigns, to their own proper use and Behoof, against any Person or Persons, who may offer to claim the same, except the Government of the said Province

In witness whereof I have hereunto set my Hand and Seal this Eighteenth day of May In the Year of Our Lord One Thousand Eight Hundred and Twenty Two

Sig.d Susannah Hull
Henry Hull

In presence of us
Abraham Cook
Esther Cook

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CANADA
POOR. COPIE

5 Feby 1834. Il. 41

Christopher Mason
Sarah Mieson
to
Thomas Perrine
Quit Claim

Il. 41

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CANADA

POOR. COPIE

Know all men by these presents that Christopher Misner of Mount Pleasant in the Gore District of the Province of Upper Canada, Yeoman, and Sarah his Wife, do for ever release and Quit claim unto Thomas Perrin of the last Will and Testament of Thomas Perrin of Mount Pleasant aforesaid, deceased, all right Title Claim, Trust Estate or Interest and all demands in under and by Virtue of the said Will of the said Thomas Perrin deceased for and in consideration of the sum of One hundred pounds of Good and Lawful Money of the aforesaid Province of Upper Canada, to us in hand paid this day by the said Thomas Perrin, the Receipt whereof we do hereby Acknowledge

In witness whereof we have hereunto set our hands and seals this 5 day of February in the Year of Our Lord One Thousand Eight hundred and Thirty four

Signed and sealed in presence of

Thomas Perrin Jr

Christopher his Misner mark

Sarah her Misner mark

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CANADA

Poor Copie

20 Decr 1833

Elias Walker &
Mary Walker
to
Thomas Perrine
Quit Claim
2
H. 42

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CANADA

Poor Copie

Know all men by these presents that Eliab Walker of Mount pleasant in the Gore District of the Province of Upper Canada Yeoman, and Mary his Wife, do for ever Quit claim and release unto Thomas Perrin of the Last Will and Testament of Thomas Perrin of Mount pleasant aforesaid deceased, all Right, Title Claim, trust, Estate or Interest and all demands whatever in under and by Virtue of the said Will of the the said Thomas Perrin deceased, for and in Consideration of the sum of One hundred pounds Good and Lawful Money of said Province of Upper Canada to us in hand paid this day by the said Thomas Perrin the receipt whereof we do hereby acknowledge

In witness whereof we have hereunto set our hands and seals this Twentieth day of December in the Year of Our Lord one thousand Eight hundred and Thirty Three

Signed and sealed
in presence of
Thomas Perrin Jr.

Eliab Walker
Mary Walker

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POOR COPIE

11 May 1832

Daniel Secord
& Elizabeth Secord
to
Thomas Brown
Indt Claim
No 44

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CANADA

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Know all men by these presents that Daniel Secord of Mount pleasant in the Gore District of Upper Canada, Yeoman, and Elizabeth his wife do for ever release and Quit Claim unto Thomas Perrin of the last will and testament of Thomas Perrin of Mount pleasant aforesaid deceased, all Right, Title, Claim, trust, or Estate Interest and all demands Whatever in under and by Virtue of the said Will of the said Thomas Perrin, deceased, for and in consideration of the sum of One hundred pounds of Lawful Money of the aforesaid Province of Upper Canada to us in hand this day paid by the said Thomas Perrin the receipt whereof we do hereby acknowledge —

In witness whereof we have hereunto set our hands and seals this 11 day of May in the Year of Our Lord One thousand eight hundred and thirty two

Signed and sealed in presence of

John Flemer
Charles Meyers

Daniel Secord
Elizabeth Secord
her mark

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CANADA

POOR COPIE

Septr. 1832

Charles Myers and
Rahamouth Myers
to
Thomas Perrin
Quit Claim
Pl. 43

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CANADA

POOR COPIE

5 Sept 1832 244

Know all men by these presents that Charles Myers of Mount pleasant in the Gore District of the Province of Upper Canada, Yeoman, and Rahamouth his Wife, do forever release and Quit Claim unto Thomas Perrin of the last will and testament of Thomas Perrin of Mount pleasant aforesaid deceased, all Right Title, claim, trust Estate or Interest, and all demands whatever in Under and by Virtue of the said Will of the said Thomas Perrin Deceased for and in Consideration of the sum of One hundred pounds Good and Lawful Money of the said Province of Upper Canada to us in hand this day paid by the said Thomas Perrin of Mount pleasant as aforesaid the receipt whereof we do hereby acknowledge

In witness whereof we have here unto set our hands and seals this 5 day of September in the Year of Our Lord One thousand eight hundred and thirty two

Signed and Sealed in presence of
Hiram Pitt
Nathan Smith

Charles Meyers
Ruhemouth Meyers

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CANADA

POOR COPIE

30 Oct. 1834

L. 17 (P)

David Perrin
to
Thomas Perrin
Quit Claim

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CANADA

POOR COPY

Know all men by these presents that David
Perrin of Mount Pleasant in the Gore District
of the Province of Upper Canada, Yeoman
do hereby for ever release and Quit claim
Unto Thomas Perrin of the last Will and
Testament of Thomas Perrin of Mount
Pleasant, deceased, all right title, claim
trust Estate or Interest and all demands
whatever in under and by Virtue of the said
Will of the said Thomas Perrin, deceased, for
and in consideration of the sum of One
hundred pounds Good and Lawful
Money of the said Province of Upper
Canada to me in hand this day paid
by the said Thomas Perrin the Receipt
whereof I do hereby acknowledge

In witness
whereof I have hereunto set my hand and
seal this thirty day of October One
Thousand eight hundred and Thirty four
Signed and Sealed
in Presence of
David Sewan

David Perrin

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CANADA

POOR COPIE

Lease from th
Principal Chi
the Six Natio
Indians to
Walter Ke

50 Acr

Lease

Princip

G. 8 (P) 247

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CANADA

POOR. COPIE

John Petrie
Abraham Petrie 1032

11 Feb 1836

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Joseph his x mark Funn
Thomas his x mark Onandago
Isaac his x mark Kick
Walter Petrie

Know all men by these presents that I Walter Petrie of the Township of Barton in the County of wentworth and District of Gore in the Province of Upper Canada do hereby assign over unto Andrew G Wood of Brantford in the County and District afore said all my right and title to the above Lease unto him the said Andrew G Wood his heirs executors administrators and assigns he paying therefor the rents and charges as they are mentioned in the above Lease dated one thousand eight hundred and twenty four and keeping all the covenants as they are mentioned in the above Lease may have hold occupy and possess the above mentioned premises without any disturbance or hindrance from me or my heirs executors administrators or assigns whatsoever til the full end of the above Indenture In witness whereof I have here unto Interchangeably set my hand and seal this Eleventh day of February one thousand eight hundred and thirty six

Walter Petrie

in presets of us
Johnson & Marsh
Joseph J. Williams

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CANADA
POOR COPIE

Recd at the grand River this 15th Nov 1804 of Thomas Perrin the sum of one Hundred & fifteen Pounds four Shillings N. Y. C. Z. being in full payment of this Lease in behalf of the chiefs

Witness
Epr L Phelps

Jos Brant
Agt

The within is a true Copy of a Lease of Lot No 9 given by Jos. Brant the first day of Octr in the year of our Lord one Thousand Eight hundred & one & C, and also a copy of a receipt for the consideration paid by the said Perrin to the said Agent

Samuel Hall S.P.

F. 29 (P)

Thos Perrin
192 acres
Present Pleasant

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CANADA

POOR COPIE

This Indenture Made this first day of Octob
in the year of Our Lord one Thousand Eight hundred &
one between the six nations residing on the Grand river in
the Province of Upper Canada by Joseph Brant principle
chief and agent for the said six nations Duly authorized
in the name of them the said six nations and on their beh=
=alf to execute Leases of such parts and parcels of their lands
as by the said Joseph Brant shall be thought fit to be leased of the
one part and Thomas Perrin in the Vicinity of the said Grand River
Husbandman of the other Part Witnesseth that whereas on the
twenty fifth day of October in the year of Our Lord one Thousand
Seven hundred and Eighty four at the City of Quebec upon the rep
=resentation of the said Joseph Brant in the behalf of the said six
nations of Indians to the late General Frederic Haldiman then
Governor and commander in chief of the Province of Quebec
& territories depending thereon &C &C &C He the said Comman
=der in chief &c in consideration of the early attachment to the king
cause Manifested by the Mohawk Indians and of the Loss of there
settlement which they thereby sustained by an Instrument
in writing by him subscribed with his Seal at arms
annexed and since to on the Twenteeth Day of march in the
year of Our Lord one thousand seven hundred & ninety
five duly enregistered in the secretary's Office of the said
Province of Upper Canada Lib A Fol. 8 was pleased to grant app
ropriate and assign to them and such other of the six Nations
as wish to settle in that Quarter Six miles deep from each
side of the river Ouse or Grand River at the mouth there of and
extending in that proportion to the head of the said river to
be enjoyed by them and them & their posterity for Ever Refer
ence there unto being had Now ye that the said six nations
by their said agent for the considerations of the rents and
Covenants herein after Specifyed hath Leased and to farm
Letten and doth hereby lease and to farm Let to the afore
=said Thomas Perrin his heirs and assigns all that tract or
parcel of Land being a part and parcel of the above described Territo
=ry Granted by the said Commander in chief to the said six Nations
as aforesaid and known by being Lot No. 9 on the east side of
a road leading from the fording place on said Joseph Brants
farm on the Grand River to Long Point butted and bounded
as follows beginning at a stake by said road Marked eight
& nine then south sixty two degrees thirty minutes east one

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POOR. COPIE

Hundred and four chains & seventy five Links to a Stake marked
eight and nine thence North thirteen degrees east Twenty Chains
to a Stake Marked nine & ten thence North sixty two degrees
and thirty minuits west to the Road thence on the east
side of the Road the first mentioned boundary Containing
one hundred and ninety two acres of Land Reference
thereunto being had together with all the appurtenances
there unto belonging To have and to hold the above bar-
gained premises with the Appurtenances to the said Thomas
Perrin his heirs and assigns for & during the full
term of nine hundred and ninety nine years fully to
be Compleated and ended, commencing with the date of these pres-
ents under the following Conditions Limitations and agreements
the said Thomas Perrin for himself his heirs executors and
administrators doth hereby Covenant & agree to and with the said
six nations of Indians afore said & Joseph Brant their agent
as afore said to pay to the said Joseph Brant as agent as afore
one hundred & fifteen pounds four shillings New York Currency
at the time of Executing these presents or that the said Thomas
Perrin his heirs executors or administrators shall well & truly
pay or cause to be paid to the said Agent as afore said the sum
of the Interest of the said Sum of Annually on the first day
of October in every year and so much of the said principle
sum as to extinguish the the said sum of one hundred and
fifteen fifteen Pounds four shillings as afore said to gether
with all the Interest which shall have arisen at the rate of six hun-
dred pounds per annum until the said principal sum shall
have been so extinguished which time shall not exceed seven years
from the date of these presents & it is agreed by the parties to these
presents that at the end of the afore said term of seven years
that if the sum of One Hundred and fifteen Pounds four
shillings & its Lawful Interest be not paid and discharged
in the manner afore said then the aforesaid Joseph Brant
agent for the said six nations or the agent for the then time
being upon the repayment of of the sum or sums of money
as has been paid by the Thomas Perrin his heirs executors
or administrators to the said agent that then it shall & may be
Lawful for the said agent or agents for the then time being to re-enter
on any part of the aforesaid premises in the name of the
whole & to repossess & enjoy in the name of the said six nations
as their former & former estate and the said Thomas Perrin

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CANADA

POOR COPIE

all & every other occupyer & Occupyers of the said Leases premi-
-ses from thence utterly to expell remove & put out any thing
in these presents Contained to the Contrary thereof in
any wise Notwithstanding And the said Thomas Perrin
for himself his heirs executors & administrators doth hereby
Covenant and agree to & with the agent as aforesaid that he the
said Thomas Perrin his heirs executors & administrators shall
and will after the expiration of the said term of seven years
well & truly pay or cause to be paid to the agent for the said
six nations for the then time being one Dung hill fowl yearly
& every year on the thirtieth Day of April in every for & during the
residue of the aforesaid term of nine hundred & ninety nine years
if the same be Lawfully demanded and the said six Nations by their
said agent do hereby Grant & agree to & with the said Thomas
Perrin his heirs and assigns they paying the said rents
& performing the afore said Covenants before reserved Contained
& Contained as is here in before expressed that he & they shall
& may peaceably & quietly have hold Occupy and enjoy the
said tract & parcel of Land herein Last before Described &
hereby Leased together with the priviledges and appurtenances
there unto belonging or in any wise appertaining for & during
the aforesaid term of nine hundred & ninety nine years
without the Lawful let hindrance or Molestation of them
the said six nations of Indians or any or either of them or
of or by any other person or persons whomsoever Claiming
or to claim by from or Under them or any or either of them
or by or with their or either of their privity Assent Consent
or procurement &c In Witness where of the parties to the
-e presents have hereunto Interchangeably set their hands
& seals the Day & year first before written

Signed Sealed & Delivered

Jos. Brant
Agt.

In presence of us

Amos Sturgis
Eps. L Phelps

Thomas Perrin

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Thos Ferrin (P)
1816

A. 15.

Honbre Wm Claus Esqre
D. S. G. Indian Affairs &c &c

York

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POOR COPIE

Honble Wm Claus Esqr — Grand River 4th June 1816
D.S.G. Indian Affairs &c &c —

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Sir,

I beg leave to report myself as residing on the Indian Land and address myself to you conformable to His Excellency the Governors Proclamation of twelfth of March Last — I also annex a List of the property in which I consider myself Interested; If it will probably occur to you Sir, that I am an old resident here, as I reported myself conformable to a similar Proclamation about seven or eight Years ago — In fact Sir I have lived on these Lands Eighteen years, my Family is now numerous and as to my conduct during the Late War I beg leave ~~[illegible]~~ to refer you to Richard Hatt Esqr the Major of the Regiment to which I had the honor of belonging — and am

Sir, Your humble Servant
Thomas Verrin —

Lots No 9 & half of No 8 in Mount pleasant containing 300 Acres
Also a Lot containing 200 Acres in the war of Lot No 5 & 6 in Mount pleasant all which Land was formerly leased by the Late Ct Brant; If the Latter Lot is now occupied by James & Thomas Racey and on which is a Grist Mill

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Q. 38. (C) Dec. 1835.

John Eccles or Ches. Appleton

William Hepburn Esqr

One of the Trustees of the Six Nation of Indian

Toronto

1835

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POOR. COPIE

Mohawk Road 22 Dec 1835 256
Lot No 2 North Side

22 Dec 1835

Sir

I enclose you the original Lease for Lot No 2 on the North Side of the Mohawk Road the transfers to me are already with you

I am Yours
John Cles

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POOR COPIE

Lease Catherine Grant
Widow - To —
Thomas Flinn
20th June 1811 —

Know all Men by these Presence that I. Thomas Flinn of the County of Halderman Distrect of Nigara and Province of Upper Cannada do Transfer and Sign Over all my Right Title Clame and Intres which I have or hold to the within Lace from me and my Ears unto Isaac Kheting and his ears and Assigns for ever for Value Received Given Under my hand and Seal this Twentyeth day of February in the Year of our One thousand Eight Hundred and fifteen

Witness Present

Thomas Flinn

Daniel Hawley
Ebenezer Dibble

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CANADA

POOR COPIE

20 June 1811
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This Indenture made this Twentyeth day of June, in the year of our Lord one thousand eight hundred and Eleven at Nelson, in the Home District, in the Province of Upper Canada, Between Catherine Brant of the aforesaid place farmer and Widow of the late Captain Joseph Brant, a principal Chief and agent to the Six Nations of Indians residing on the Grand River of the one part, and Thomas Flinn of the County of Haldimand District of Niagara and Province aforesaid, farmer of the other part, Witnesseth that the said Catherine Brant, for and in Consideration of the sum of Thirty seven Pounds, ten Shillings, Currency to her in hand paid, at and before the Sealing and delivery hereof, the receipt Whereof She doth hereby acknowledge, besides the rents and Considerations hereafter named, reserved and Contained on the part and behalf of the said Thomas Flinn, to be done and performed, have, Granted, demised, Leased, Set and to farm let unto him the said Thomas Flinn his Heirs Executors administrators and assigns, all that tract or parcel of land, being a Part of a tract of lands lying and being in the County of Haldimand and Granted unto the aforesaid Joseph Brant deceased by the Principal Chiefs of the aforesaid Six Nations of Indians, residing on the Grand river, bearing date the fourteenth day of January in the year of our Lord one Thousand Eight hundred, which aforesaid lands may be more fully known as follows, that is to say lying and being on the North side of the Public Road leading from the Township of Ancaster to the

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CANADA

POOR COPIE

the Mohawk Village, on the Grand River, and to the upper
Country, being Composed of lot number two, on the North side
of the aforesaid Road, or Public highway, and Containing a
bout one hundred and fifty acres. Commencing at a Post
Standing on the North side of the said Road marked one and
two, and running from thence North Sixty two degrees and thir
minutes West Seventy five Chains, thence South seventy deg
and thirty minutes West, Twenty Chains, to a Stake, thence,
thence South Sixty two degrees and thirty minutes East Seventy
five Chains to the aforesaid road, thence along on the North
side of said Road to the place of beginning Containing about
one hundred and fifty acres more or less— To have and to hold
the said tract, and parcel of land herein before mentioned
un to him the said Thomas Flinn his Heirs Executors adminis
=trators, and assigns from the day of the date of these presents for
and during the full end, and term of Nine hundred and Ninety
=ty nine years, from thence next ensueing, and fully to be Com
=pleated, and ended, yielding and paying therefor yearly and
Every year on the first day of January, unto the said Catherine
Brant her Heirs Executors administrators, and assigns, one pep
=per Corn if the same be lawfully demanded, and the said
Catherine Brant her heirs Executor administrators or assigns
do Covenant, grant, and agree to and with the said Thomas Flinn
his heirs, Executors administrators, and assigns, paying the rents
herein before reserved, and Contained, that he, and they shall
and may Peaceably and quietly, have, hold, occupy, Possess and enjoy
the said tract or parcel of land, herein before mentioned and
Granted, and demised, together with all the Privileges and appur
=tenances, thereunto in anywise belonging, and appertaining

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POOR COPIE

for and during the said term of nine hundred and Ninety nine Years herein before Granted, without the Lawful let, Suit, trouble, molestation, eviction, or expulsion, or interruption of or by them the said Six Nations of Indians, or any or either of them, or of or by any other Person or Persons whomsoever Claiming or to Claim, by them or under them, or any, or either of them, or by or with their, or any of their Privity assent, Consent, or Procurement In Witness whereof the parties have hereunto, interchangeably set their hands, and Seals, the day and year first herein before written

Signed Sealed and delivered in the Presence of us — } Catherine her X mark Brant

the words (left to the aforesaid Joseph Brant deceased) between the Nineteenth and twentyeth lines, in first Page, from the top, interlined before Executed — } Thomas Flinn

Augustus Jones

John Brant

Received of Mr Thomas Flinn the sum of thirty seven Pounds ten Shillings Currency, it being in full of the aforementioned Consideration money - this 20th June 1811 -

In presence of

A. Jones

J. Brant

Catherine her X mark Brant

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Know all men by these presence that
I Isaac whiting of the County
Of holderman destrict of gore provence
of upperecanada do trancepir and sign
over all my right title claim and
Interest which i have or hold to the
Within leas from me and y my heirs
Unto matthew Whiting his heirs and
And assignes for ever for vaue received
Given under my hand and seal this
Sixth day of June in the year of our lord
One thousand eight hundred and twenty
Witness present
Isaac Whiting
Henry Cornwell
Edward Vanderlip

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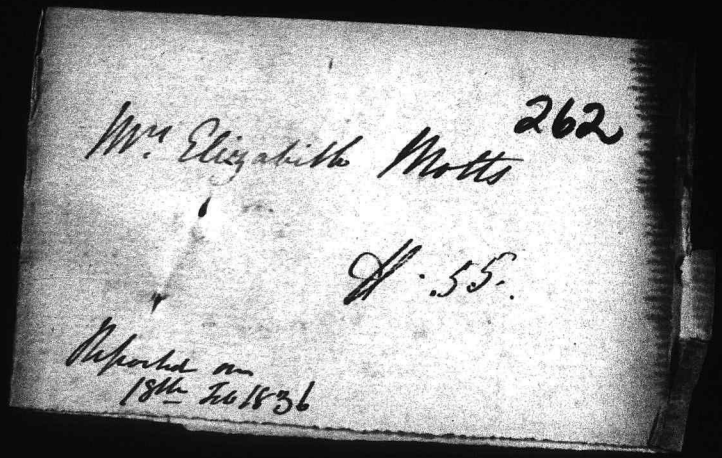

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262

Mrs Elizabeth Motts

£ .55.

Reported on
18th Feb 1836

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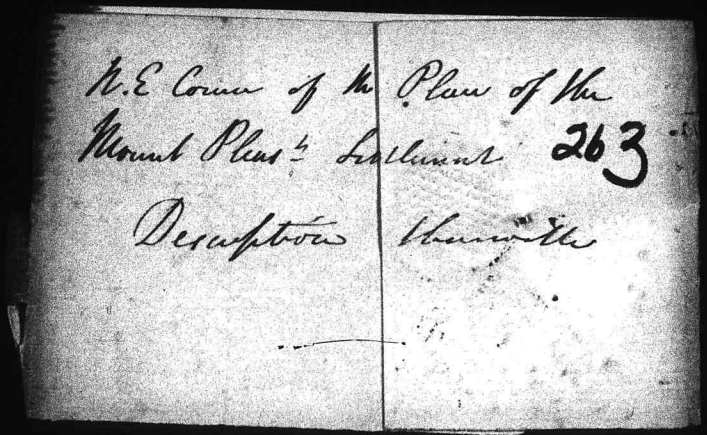

N.E. Corner of the Plan of the
Mount Pleas^t Settlement 263
Description Thamville

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6 Feb. 1836

George Thompson
to
Elizabeth Mott
Lease —

264

55 No

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3rd Feby 1836

Together with all the houses, out houses, woods waters, previleges and appurtenances thereto belonging, or in anywise appertaining; and all the Estate right title, interest, Claim and demand whatsoever either at law or in Equity of him the said George Thompson his his Executors and administrators; To have and to hold the same unto the said Elizabeth Mott her hirs and assigns under all the Conditions expressed in the Original Lease from the late Captain Joseph Brant agent of the Six Nation Indians to Henry Ellis.—

In Witness whereof the said George Thompson hath hereunto set his hand and seal this day and year first above written.

Signed Sealed and delivered
in presence of

Abraham Cook
Jesse Mott

George Thompson

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This Indenture made the third day of February in the Year of Our Lord one thousand Eight hundred and thirty six, Between George Thompson of the Settlement of Mount Pleasant in the Township of Brantford in the County of Wentworth in the District of Gore in the Province of Upper Canada Shoemaker of the one part, and Elizabeth Mott of the same place Widow of the late Jacob Mott of the other part; Witnesseth, that the said George Thompson for and in Consideration of the sum of Seventy five Pounds of lawful money of the said Province to him in hand paid at the time of the sealing and delivery of these presents by the said Elizabeth Mott, the receipt whereof is hereby acknowledged, hath granted, Bargained, Sold, aliened, transfered, Conveyed and Confirmed and by these presents doth grant bargain, Sell alien transfer Convey and Confirm unto the said Elizabeth Mott her heirs and assigns, all and singular that Certain parcel or tract of land and premises lying and being situate in the said Settlement of Mount Pleasant in the said Township of Brantford, being composed of part of lot number Seven on the East side of the Mount Pleasant Road in the said Settlement of Mount Pleasant in the said Township of Brantford containing by admeasurement twenty four hundred ths of an acre be the same more or less:- and is butted and bounded as follows that is to say; Commencing where a post has been planted at the North East angle of the said tract or parcel of land on the East side of the Mount Pleasant Road at the distance of two Chains fifty links South of the limit between lots numbers Seven and eight; Then South twelve degrees fifteen minutes West one chain to where a post has been planted on the limit between the said tract or parcel of land and the North west angle of the lands of Williams Jones; Then South sixty two degrees thirty minutes East two Chains fifty links more or less to where a post has been planted at the South East angle of the said tract or parcel of land; Then North twelve degrees fifteen minutes East one Chain more or less to where a post has been planted on the limit between the north East angle of the said tract or parcel of land and the lands of Abraham Cook; Then North Sixty two degrees thirty minutes West two Chains fifty links more or less to the place of beginning

Together

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Jany 14 1833

Anthony Fick
to
George Thompson

Bargain and Sale
part of lot No. 7 -
South Side of the Road -
in Mt. Pleasant.
1/4 of an acre of Ground

included in Jno
Ellis Lot

Brant lease

267

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14th January 1833

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This Indenture made the fourteenth day of January - in the year of our Lord one thousand eight hundred and thirty three, BY and between Anthony Fick of Mount Pleasant in the County of Wentworth, in the District of Gore, in the Province of Upper Canada, Gun Smith, of the one part; and George Thompson of the same place Shoe Maker of the other part, Witnesseth, that the said Anthony Fick for and in consideration of the sum of fifty pounds ---- of Lawful money of the Province aforesaid, to him in hand paid, by the said George Thompson, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, Hath Granted Bargained, Sold, released, transferred, conveyed and confirmed, and by these presents doth grant, bargain, sell, release, transfer, convey and confirm unto the said George Thompson his heirs and assigns, All and Singular that certain parcel, or tract of land and premises, situate lying and in Mount Pleasant aforesaid, being compared of part of lot number seven on the East side of the Road leading from the Town of Brantford to Long Point, and Containing by admeasurement one fourth of an acre of Land, be the same more or less.- Which said tract or parcel of Land is butted and bounded or may be otherwise better known and described as follows - that is to say - Commencing on the East side of the said Road, on the limit between the said tract or parcel of Land and the lands owned by Christopher Hughs, Then South sixty two degrees thirty minutes East two Chains sixty Eight links more or less to the lands of David Stone; then North thirteen degrees East ninety three links more or less to a stake - Then North sixty two degrees thirty minutes West two chains sixty Eight links more or less to the said Road

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then in a Southerly direction along the East side of the said Road Ninety three links more or less to the place of beginning —

Together with all and singular the hereditaments and appurtenances thereunto belonging or appertaining, and all the houses, out houses, woods and Waters thereon erected standing or being — and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim, property and demand whatsoever either at Law or in equity of him the said Anthony Fick, of in, to or out of the same and every part thereof — To have and to hold the same with the appurtenances freed and discharged from all incumbrances whatsoever unto the said George Thompson his heirs and assigns, to the sole and proper use, benefit and behoof of the said George Thompson his heirs and assigns — Under the reservations, limitations and conditions expressed in the original Grant or Lease from the late Captain Joseph Brant, late principal Chief and agent of the six nation Indians residing on the Grand River or ouse, and bearing date the first day of October one thousand Eight hundred and one, reference thereunto being had the same will more fully and at large appear.

In Witness whereof the parties to these presents have hereunto set their hands and seals the day and year first above written —

Signed, Sealed, and delivered in presence of

William Bullock

Eliakim Malcolm

Anthony Fick

George Thompson

Indian Affairs (RG 10, Volume 106)

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and will Warrant and Defend by these presents. In Witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

Signed Sealed and delivered In the presence of us
David Sturgis
Russel Hardy

Henry Ellis
Anthony Fick

Received the day and year first above written of the aforesaid Anthony Fick full satisfaction for the Consideration Money above mentioned

Witness
David Sturgis
Russel Hardy

Henry Ellis

Dated 27 Oct. 1829.
Henry Ellis
Anthony Fick
Conveyance of Lot 7 in the Gas side of the Road from Brantford to Long Point

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POOR COPIE

This Indenture made the twenty seventh day of October in the year of our Lord one thousand eight hundred and twenty nine between Henry Ellis of Mount Pleasant in the township of Haldimand and County of Wentworth in the district of Gore and in the Province of Upper Canada of the one part and Anthony Sick of Mount Pleasant aforesaid of the other part Witnesseth that whereas the said Henry Ellis now is, and stands lawfully seized and possessed of a certain Tract or parcel of Land and Appurtenances situated in the township of Haldimand aforesaid being a part and parcel of a certain Territory formerly granted by the Commander in Chief of the Province aforesaid to the six Nations of Indians of Residing on the Grand River and known by Lot No 7. on the east side of the road leading from the Village of Brantford to Long Point containing within the metes and bounds thereof two Hundred and two acres of Land More or less and by a certain Indenture of Lease and Demise from the said six Nations of Indians executed by Joseph Brant principal Chief and Agent for the said six Nations duly authorized for the term of Nine Hundred and ninety nine Years and bearing date the first day of October one thousand eight hundred and one reference being thereunto had will more fully and at large appear — Now this

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Indenture Witnesseth That the said Henry Ellis for and in consideration of the sum of Ten pounds lawful money of New York Cand- da to him in hand well and truly paid by the said Anthony Fick at or before the sealing and delivery of these presents the receipt whereof he the said Henry Ellis doth hereby acknowledge and confess himself therewith fully satisfied and paid and thereof and from the same and every part thereof doth acquit release and discharge the said Anthony Fick his heirs and assigns and every of them for ever, by these presents Hath bargained, sold, assigned, transferred and set over, leased and demised: And by these presents doth bargain, sell, assign, transfer and set over, lease and demise unto the said Anthony Fick and to his heirs and assigns All that certain piece of Land situate lying and being in the township of Haldimand being a part of Lot number seven herein before mentioned to have been leased and demised by the Six Nations of Indians to the said Henry Ellis as aforesaid and which premises intended to be hereby demised and leased, are contained within the lines and boundaries following, to wit, Beginning at a stake on the east side of the Road, before mentioned standing at the Northwest Corner of a lot of Land now belonging and now in possession of Christopher Hughs, thence South sixty two degrees and thirty minutes East five Chains to stake at the Northeast Corner of said Hughs lot and in the line of said Henry Ellis land, thence North thirteen degrees east two Chains to a stake at the south east Corner of a lot now in possession of Abraham Cooke thence North sixty two degrees thirty minutes west five Chains to the aforesaid road

there in a southerly direction with said road to the place of beginning Containing one Acre of Land be the same more or less ——— " ———

" ——— " ——— " ———

Together with all the houses, buildings, improvements rights, members and appurtenances whatsoever to the Land and premises hereby assigned and leased or intended so to be with the appurtenances unto the said Anthony Fick his heirs and assigns To the only proper use and behoof of him the said Anthony Fick his heirs and assigns For, and during all the rest residue and remainder of the before mentioned Term of Nine hundred and ninety nine years, which is yet to Come and unexpired therein, Subject nevertheless to the payment of the yearly rent of one Peppercorn on the last day in every year of the residue of the before mentioned Term. the first yearly rent to be made in one year from the date of these presents

1 of

and to his heirs and assigns All that certain piece of Land situate lying and being in the township of Haldimand being a part of Lot number 7 herein before mentioned & have been laid and demised by the Six Nations of Indians to the said Henry Ellis as aforesaid and which premises intended to be hereby demised and leased, are contained within the lines and boundaries following, to wit. Beginning at a stake on the east side of the Road, before mentioned Standing at the Northwest Corner of a lot of Land now belonging and now in possession of Christopher Hughs, thence South sixty two degrees and thirty minutes East five Chains to stake at the Northeast Corner of said Hughs lot and in the line of said Henry Ellis land, thence North thirteen degrees east two Chains to a stake at the south east Corner of a lot now in possession of Abraham Cooke thence North sixty two degrees thirty minutes west Five Chains to the aforesaid road

therein a southerly direction with said road to the place of beginning Containing one Acre of Land be the same more or less ——"——"——"——"——"——

"Together with all the houses, buildings, improvements, rights, members and appurtenances whatsoever to the Land and premises hereby assigned & and leased or intended so to be with the appurtenances unto the said Anthony Fick his heirs and assigns To the only proper use and behoof of him the said Anthony Fick his heirs and assigns For, and during all the rest residue and remainder of the before mentioned Term of Nine hundred and ninety nine Years, which is yet to Come and unexpired therein, Subject nevertheless to the [illegible] yearly rent of one Peppercorn on the last day in every year of the residue of the before mentioned Term. The first yearly rent to be made in one year from the date of these presents (if demanded) which rent the said Anthony Fick doth hereby for himself his heirs and assigns agree and Covenant to pay unto the said Henry Ellis his heirs executors, or assigns accordingly on the twenty seventh day of October in each year during the residue of the term aforesaid. And the said Henry Ellis and his heirs all and singular the Land and Premises hereby assigned and leased or intended so to be with the appurtenances against him the said Henry Ellis and his heirs, and against all and every other person and persons whomsoever, lawfully claiming or to claim the same or any part thereof by, from or under him, them or any of them unto the said Anthony Fick his heirs and assigns For and during the residue and remainder of the term aforesaid which is now to come and [illegible]

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1856

Wm Misener Jun.

(Claim to part of Lot 10 West side of Mount Pleasant Road)

H. 53. (M)

Toronto

Hepburn dept

Paid

Wilkam

Mohawk
26 May 1836

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23 May 1836 174

District of Gore

Personally appeared before me James Racey Esquire - William Sturges of Mount Pleasant and John Ellis of the same place Yeomen who being duly sworn depose and say that Lot No 10 on the West side of the road at Mount Pleasant was formerly purchased of the Late Ct Joseph Brant Agent for the Six Nations of Indians by Seley Stiles, Millwright and Carpenter, and that the said Lot was paid for by work done on the Indian Mill by aforesaid Seley Stiles, also that John Missner of Mount Pleasant is now a claimant for part of said Lot

William Sturges
John Ellis

Sworn before me at Mount Pleasant this 23rd May 1836

Jas Racey J.P.

Wm Hepburn Esqr
Sir

I herewith take the liberty of sending you the depositions of two persons as above - Shewing that I am a claimant of the West end of Lot No 10 on the West side of the road leading from the Grand River to long point - My Lease is now in Your Office for which Purple You to issue a deed in my name as soon as you can make it convenient according to the description in said Lease

and I am
Your obt Servt
John Missner Senr

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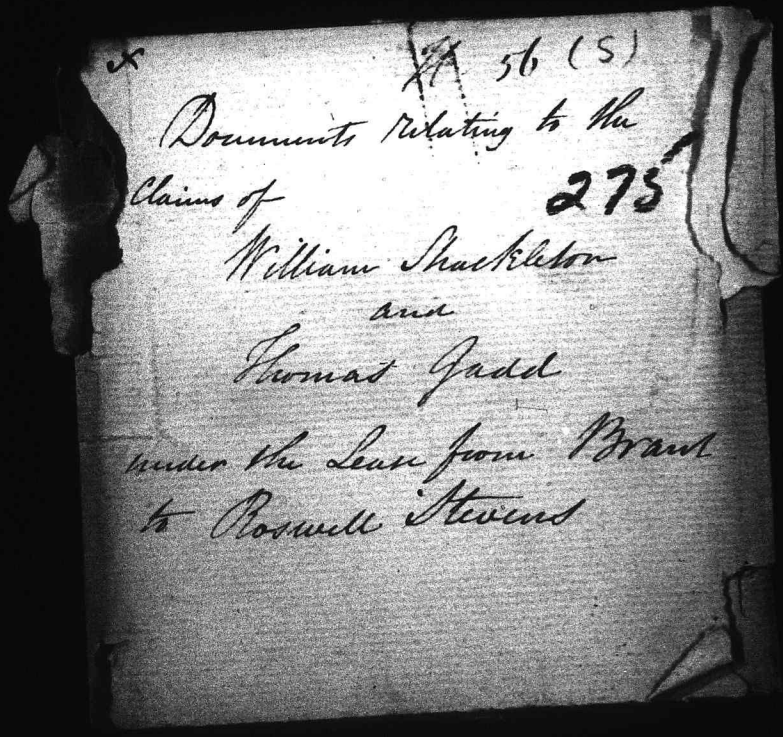

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H. 37. (m) 18 June 1855.

D. McMullen.

Caveat against Patent issuing to Abraham Cook.—

H. 37

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William Hepburn Esqr
Government Agent for Indian Lands
City of Toronto

1855

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City of Toronto 18 June 1841

Sir

Application will probably be made to you by Mr Abraham Cook of Mount Pleasant to issue a patent for Lot No 9 in that place, owned by Thomas Dennis deceased under a Lease obtained by him from Captn Brant, and willed to his Children Mr Dennis Executors, Wm Stuges & Thos Dennis Junr, are authorised by the will, on certain conditions, to sell the property and divide the avails among the heirs Through misrepresentation a Sale has been made and a Lease given by the Executors to Mr Abm Cook, but as the conditions of the will have not been complied with and some of the heirs are likely to be younger You will please withhold the deed until the affair is honestly and fairly arranged Mr Wm Stuges

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One of the Executors will probably in a short time, send you a more detailed statement of the affair, or apprise you, that a satisfactory adjustment be made

Yours most respectfully

D. McMillan

Wm Hepburn Esqr

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G. 10

Henry Myers.

Applies for leave of 150 acres part of the within —

24th Dec 35.

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Know all Men, by these present, that I Ennos Bunnel, for the consideration, of One Hundred and fifty Pounds, of Current Money, of this Provence, do assign over to Henry Myers, all My Right, Title, and Claim to One Hundred and fifty Acres, of Land of the Within Mention^d Tract, bounded on the East Side of said Tract or parcel of Land, — as Witness hereunto I have affixed My hand and Seal in presence of —

Witnesses { Saml R. Reynett
Elizabeth Vanderlip } Enos Bunnell

24th Decr 1835

The other part of this parcel of Land is transferred to John Westbrook and Jonathan Vermilyea as will appear by their Deeds

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3.

Lease for 99 years of land from Augustus Jones and Catharine Brant

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1817 19 Bunnell & Foster.

4 Jan 1817. 282

This Indenture made the fourth day of January, in the Year of our Lord, one thousand, Eight hundred, and Seventeen, between Augustus Jones of the Grand River, in the District of Gore, in the Province of Upper Canada, Surveyor, and Executor to the Estate of the late Captain Joseph Brant, Deceased, and Catherine Brant, of the District and Province aforesaid Widow, and Executrix, of the first Part; and Enos Bunnel of the said District and Province aforesaid, farmer, and Ezra Hawly of the same place, Black Smith, and Ezekiel Foster, of the District of London, and Province aforesaid, Merchant, of the Second Part. Witnesseth that in consideration of the sum of one hundred and forty Pounds, of lawfull money of the said Province paid by the said Second party, the Receipt whereof is hereby acknowledge, and of the rents, Covenants, and agreements herein after mentioned, reserved and Contained, on the Part and behalf of the said Enos Bunnel, Ezra Hawly, and Ezekiel Foster, to be paid, done and performed, have Granted, Demised, Leased, let, and to farm letten, and by these Presents do Lease and to farm let, unto the aforesaid Enos Bunnel Ezra Hawly, and Ezekiel Foster, Tenant in Common to them their Heirs Executors Administrators, and Asoigns, all that Certain parcel of Lands, being a Parcel and part of a tract of Lands, Granted by the Six Nations of Indians, residing on the Grand River, unto the late Captain Joseph Brant, agunt to the said Six Nations of Indians, and may be more fully known as follows, that is to say, Butted, and Bounded on the South side of the Road leading from Burlington Heights, to the Mohawk Village, and being lot Number twelve, and Commencing at a Stake, on the South side road, and running thence South Sixty two Degrees, and thirty minutes East Sixty Seven Chains, and Sixteen Links, to a Stake, thence North Seventy Degrees, and thirty minutes East, Sixty one Chains and fifty Links, thence North Sixty two Degrees, and thirty minutes West, Ninety Six Chains, to the aforesaid road, thence along on the South side of the said road to the place of begining, Containing three hundred, and Seventy five Acres of Land, be the same more or less, to have and to hold, the said tract, and parcel of Lands herein before mentioned, unto them the said Enos Bunnel, Ezra Hawly, and Ezekiel Foster, their Heirs, Executors, Administrators, and Asoigns, from the day of the date of these Presents, for

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for, and during, and until the end and Term of Nine hundred and ninety nine Years, next Ensuing, the day, of the date of these Presents, fully to be compleat, and ended; Yeilding and paying therefor, Yearly and every year, during the Continuance of this Lease, unto the Said party of the first part, their Heirs Executors, Administrators, and Assigns, the Yearly rent of one pepper Corn, if the same Shall be Lawfully demanded, and it is further Covenanted and Agreed, that the said party of the Second part, their Heirs, Executors, Administrators, and Assigns, paying the rent aforesaid, Shall, and may quietly and Peaceably have, hold, occupy and enjoy, the said hereby demised Premises, during the said Term of Nine hundred and Ninety nine Years, without any hindrance, disturbance, or molestation Whatsoever, of them, the said party of the first part, their Heirs, Executors, Administrators, and Assigns, or any other Person, or Persons, having, or Lawfully Claiming any right in the Premises, fully and freely, and absolutely, without any impediment, Molestation or interruption Whatsoever. In Witness whereof the said parties, have hereunto, interchangably Set their hands and Seals, the day and year first written.

Signed Sealed and delivered in the Presence of us --

Augustus Bates
Robert Alway
Malchi Giles

Augustus Jones
Executor

her
Catharine X Bryant
mark
Executrix

Enos Bunnell

Ezra Hawley

Archibald Foster

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POOR COPY

Received of Enos Bunnel, Ezra Hawly, and Ezekiel Foster, the full sum of one hundred, and forty Pounds, being in full, of the within mentioned Consideration money as Specified in the aforemened Lease, as Witness our hands this fourth day of January 1816 –

Augustus Jones –

A. Bates

Malchi Fish

Know all men by these Presents that we Ezekiel Foster of the Township of Townsend in the London District & Province of Upper Canada Merchant and Susannah Hawley widow and Executrix of the late deceased Ezra Hawley of the Grand River in the District of Gore and Province aforesaid, for and in consideration of the Sum of one Hundred and thirty Pounds lawful Money of said Province to us in hand well and truly paid before the ensealing and delivery of these Presents, by Enos Bunnell of the Grand River in the District of Gore and said Province of Upper Canada Yeoman, have signed over and for ever quit claim to all our right, title, claim or demand to any part or parts of the within described Premises. And we hereby bind ourselves and our heirs to warrant and defend the same to the said Enos Bunnell his heirs and assigns to their own proper use and behoof. against any person or persons who may offer to claim the same – excepting the Government or the six Nations of Indians, commonly called the six Nations. In witness whereof we have hereunto set our hand and seals this – – – day of – – – – – – – in the Year of our Lord one Thousand eight Hundred and twenty –

witness

From the the thirteenth to the centre of the twentieth lines erased prior to sealing

Ezekiel Foster

Susannah Hawley

Leon

Robt Alway Ard

Philip Rose

Lovereen

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13

Grand River claims

G. 1 (m)

Mrs Elizabeth Mott's

Tint issued ~~26th Feb. 1836~~

18 Febry 1836

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To hold the same with the appurtenances

To the use of the said Elizabeth Mott her
her hiers and assigns subject to the conditions
expressed in the original Grant from Joseph
Brant
Granted and attested

From the documents above referred to I have no
doubt that the claimant Mrs Elizabeth Mott comes
within the rule adopted by the Executive Govt
in cases of claims derived from Brant Leases
and that she is Equitably entitled to receive
a patent in her own name for Twenty four
Hundredths of an acre according to the
description made by Mr Lewis Burwell D.P.S

All which is respectfully submitted

Robt Jameson
Attorney Generals Office
18th Feb 1836

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18 Feb 1836
287

Abstract of the Title of Mrs Elizabeth Mott a claimant for Twenty four hundredths $(\frac{24}{100})$ of an acre at the Mount Pleasant Settlement in the Township of Brantford being compond of part of Lot Seven on the East side of the Mount pleasant Road in the said Township

This claim is derived from the Lease made by Captain Joseph Brant principal chief and Agent for the Six Nations Indians to Henry Ellis of Lot number Seven above mentioned, bearing date the first of october 1801 for 999 years

1829. October 27 By Indenture between the said Henry Ellis and Anthony Fisk of Mount Pleasant after reciting the Lease from Brant to Ellis

It is witnessed that the said Ellis in consideration of Ten pounds (the receipt of which is endorsed and attested) hath and demised to the said Fisk

That parcel or tract therein mentioned being part of the above demised premises and described as containing One Acre be the same more or less

To hold with the appurtenances for the remainder of the term of 999 years (at a Peppercorn rent

(1)

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To the use of the said Fisk his Heirs and Assigns

Executed by both parties and attested

1833 January 14th By Indenture made between the above named Anthony Fisk of Mount Pleasant in the County of Wentworth Gunsmith and George Thompson of the same place Shoemaker

It is witnessed that in consideration of Fifty Pounds (the receipt whereof is acknowledged) the said Fisk granted bargained sold & to the said Thompson his heirs and Assigns

All that Tract or parcel of Land therein described as part of the above demised premises and mentioned to contain one fourth of an Acre be the same more or less

To hold the same with the Appurtenances, subject to the reservations and conditions in the original

To the use of the said Thompson his heirs &

Executed by both parties and attested

1836 February 6 – By Indenture between the said Thompson and Elizabeth Mott of the Mount Pleasant Settlement in the Township of Brantford (widow of Sarah Mott)

It is witnessed that the said Thompson in consideration of Seventy-five Pounds, (the receipt whereof is acknowledged) granted bargained & to the said Elizabeth Mott

All that Tract of Land and Premises aforesaid as above and stated to contain Twenty four Hundredths of an Acre

(2)

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Request and at the proper cost and charges of the said Markle Biggar & Co or as their counsel learned in the law shall advise devise or require all such further necessary conveyance for the better securing the before mentioned premises unto the said Markle Biggar & Co In witness whereof the parties have hereunto set their Hands and seals the day and year first above written.

Witness
B. Malony
Wm A. Markle
Charles Biggar

Signed
Jacob Brant

A True Copy —

Jacob Brant
To
Markle Biggar & Co
Copy
Lease for 999 yrs.
Dated Decr 28th 1911.
A. 57 (M)

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13 28 Dec 1811 390

This Indenture made at Ancaster this twenty eighth day December in the year of our Lord one Thousand eight Hundred and eleven in the District of Niagara & Province of Upper Canada by and between Jacob Brant son of the late Captn. Joseph Brant of the Grand River of the District and Province aforesaid gentleman of the one part and Markle Biggar & Co of the Township of Ancaster District and Province aforesaid merchants of the other part Witnesseth that for and ~~during~~ in consideration of the sum of three hundred and thirty seven pounds ten Shillings lawful money of the said Province to me the said Jacob Brant in hand well and truly paid by the said Markle Biggar & Co before sealing and delivery of these presents the receipt whereof is hereby confessed and acknowledged as well as for the rents covenants conditions and restrictions herein after mentioned hath granted aleaned leased released acquited and confirmed for and during the term of nine hundred and ninety nine Years from the date of these presents fully to be complete and ended unto the said Markle Biggar & Co their heirs Executrs. administrators and assigns all that parcel or

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or tract of Land situate on the Grand River in the County of Haldimand in the District and Province aforesaid commonly called and known by the name of the Brant Farm ajoining the Grand River Bridge said farm formerly occupied by Thomas Perrin and a part of which is in possession of said Markle Biggar & Co the said premises Bulled and bounded as follows it being the Easterly half of the Said tract of Land ajoining the Clinch Farm consisting of the equal half of the aforesaid Premises to be more fully assertained by a line on the to commence on the ~~said~~ Bank of the said River so far above the said Bridge as to include one equal half of the said premises thence from said River to run a south westerly course or regular line in that direction so as to include the equal and lower half of the aforesaid tract of Land supposed to contain five Hundred Acres more or less for the more satisfactory assertainment of the Boundaries to have reference to the will of the late Captn Joseph Brant respecting the said premises therein bequeathed to the said Jacob Brant unto the said Markle Biggar & Co

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their heirs Executors Administrators and assigns
for and during the aforesaid term of nine hundred
and ninety nine years together with all and
singular the Hereditaments privileges improve-
-ments Buildings Houses and Houses and other
appurtenances in any wise appertaining or belo-
-nging to the said premises for the only proper use
of the said Mark Biggar & Co their Heirs Execrs
Administrators and assigns for and during the
aforesaid term of Nine Hundred and ninety
nine years Yealding and paying unto the
said Jacob Brant his Heirs Executors or admi
-nistrators on the first day of January yearly
and every year on the aforesaid premises if the
same be lawfully demanded one pepper corn
as an annual Rent over and above the aforesaid
sum of three hundred and thirty seven pounds
Ten Shillings acknowledged to be paid

And I the said Jacob Brant do
Covenant and agree for myself my heirs my
Executors & Administrators to and with the said
Mark Biggar & Co and upon the reasonable

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B. Mallory
3rd Lant 1812
A. 38 (M)

293

The Honorable Wm Claus

at Grand River

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1812 Burford 3d of January 1812 294

71

Sir/

I have the honor to acknowledge the Rect.r of your Letter of the Second instan and am happy to finde that Conciliatory measures Respecting the Indain affairs as far as that Relaits to the Peaceable Settlements of the white inhabitants in the County of Haldemand is like to take place I pledge my Self that nothing Shall be wanting on my part to accomidate you in that Measure as far as my abillitys will Extend tho Diffrent Reports is now Circulating abroad Respecting your intention amongst the indains I am truely happy to ~~meet~~ finde from your Statement to me this to the Reverse I will Ever attend to any Proposals of this Sort from you as agent over the indain affairs the

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295

Jeasis that I Claim Land under is Signed by ~~Capt~~ the late Captain Brant as agent for that porpus I think about six or seven years ago or thereabouts I am not Sure but one is Dated 1805 this I will more fully Explain to you in a Subsequent Letter and would now but the Cleaner will not wait pleas to give me further information as soon as Conveniant Respecting your Wishes on the Subject

I have the honor Sir to be your obedt humble Servt

B Mallory

Col Claus

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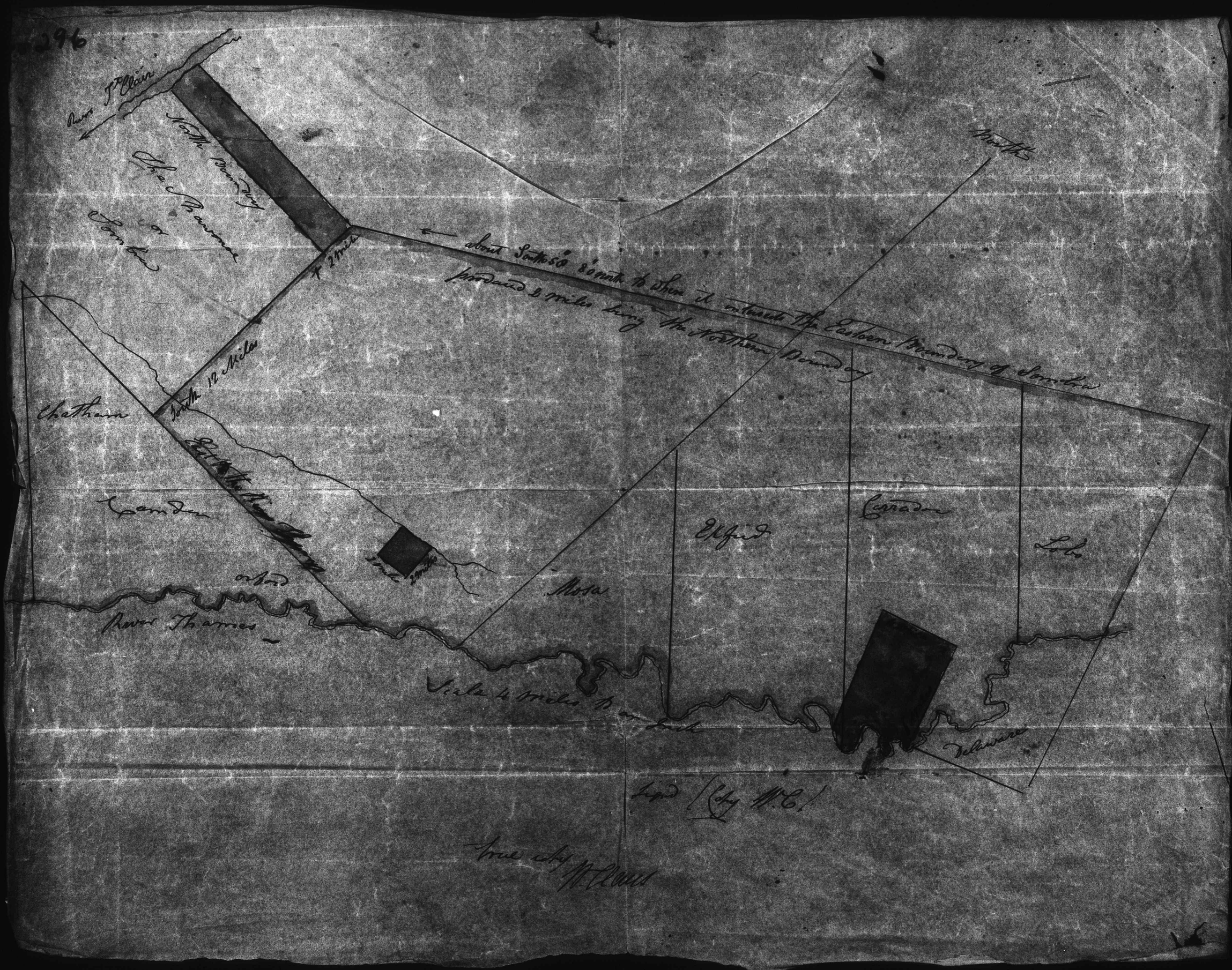

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POOR COPIE

521

Grand River Jan.y 3. 1812

298

Sir

Agreable to your request p Letter dated yesterday I came immediately to this place in Hopes of seeing you, as I brought with me my Lease for six hundred Acres of Land for your perusal — the Original Lease is signed by Joseph Brant as Agent of the Six Nations of Indians to Daniel Stevens & from Stevens to me — I have paid for the same and am in Hopes I may be suffered to remain in peaceable and quiet possession thereof — I was in Hopes of seeing you, that I might have shewn you the Lease, to convince you there is nothing like fraud on my part —

Hugh Graham

Col. William Claus

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POOR COPIE

297

A. 23 (G)

Hugh Graham
3rd January 1812
In reference to his Lands
for six hundred acres
of land

Col. William Claus
Dept. Supt. Intendent
& Agent for the Six Nations Indians
Ancaster

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299

No. 34

19 Dec. 1835.

Mr. L. Bernwell.

Applies on behalf of Mr. Malachi Fife & others to purchase or lease the 4 lb acres reserved out of the last Surrender made by the Indians (See Plan & Leases within)

City of Toronto

William Hepburn Esq.
A Trustee for the Sic. to Indians

Trade Co.
1834

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521

Grand River Jan.y 3. 1812

296

Sir

Agreable to your request of Letter dated yesterday, I came immediately to this place in Hopes of seeing you, as I brought with me my Lease for six hundred Acres of Land for your perusal — the Original Lease is signed by Joseph Brant as Agent of the Six Nations of Indians to Daniel Stevens, & from Stevens to me — I have paid for the same and am in Hopes I may be suffered to remain in peaceable and quiet possession thereof. I was in Hopes of seeing you, that I might have shewn you the Lease, to convince you there is nothing like fraud on my part —

Hugh Graham

Col. William Claus

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299

No. 34 19 Dec. 1835.

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City of Toronto

William Stephens Esq.
A Trustee for the Sic[illegible] Indians

Lease &c
1834

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14 October 1837. Answers of [illegible] from Cazeya Aaron to John File Jun. dated 1 February 1825.

Malchi File

300

Brantford 19th December 1835

Sir,

At the request of Mr. Malchi File I have furnished him with an Extract from the Plan of the Township of Brantford, shewing the 14 a[illegible] reserved by the six Nations in their last Surrender to the Crown — and the position of the several 21 year Lessetenants now in the occupancy of it. Mr. File and his neighbours I believe intend to purchase if the Indians will surrender this quantity for that purpose, and propose giving six Dollars an Acre for it — or else they desire to renew their leases.

I have the honor to be

Sir,

Your most Obedient

Humble Servant

Lewis Burwell

D. Y. Surveyor

William Hepburn Esqr

a Trustee of the six Nations Indians

&c &c

Toronto

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1834 Copies

Isaac Duncan's

Lease

to

David Hawley

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This Indenture made this Fifteenth Day of October in the year of our Lord One thousand Eight hundred and Thirty four between Isaac Duncan of the Mohawk Nation of Indians Residing on the Grand River in the province of Upper Canada of the first and Daniel Hawley of the Grand River County of Wentworth Distrist of Gear in the Province of Upper Canada Yoeman of the second part for and in Consideration of the sum of Five pounds Good and Lawfull Money of our Said Province to him in hand paid by the said party of the second part at or before the signing and inseeling of these presents Which is hereby acknowledged and Confessed as Well as for the yearly Rent Covenants and agreements herein after mentioned and Contained on the party of the said party of the second part his Executors administrators and assigns to be paid observed and performed hath demised Leased and to ferm Letten and by these presents doth demise lease and to ferm Let unto the Said party of the second part his Executors administrators and assigns all that Certain farm piece or parcel of Land Situate lying and being in the Vicinity of the Grand River County of Wentworth District of Gear and Province aforesaid being on the Indian trail Which is Settled and Counted or may be Otherwise known as follows that is to say Commencing at a Stake planted at the corner of John Files Land on the on the Mohawk Road and running North Westerly along the said John Files Land Fourteen Chains more or less to a Stake planted thence Northerly Four Chains more or less to a Stake planted thence North Westerly Twenty Eight Chains more or less to a Stake planted at the

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Road called Smoky hollow Road thence along the said
Road Sixteen Chains more or less to a Stake planted thence
South Easterly Thirty Two Chains more or less to a Stake
planted on the Mohawk Road thence along the said Road
Sixteen Chains more or less to the place of Begining
Containing Sixty Two Acres be the same more or less
together with all and singular the benefits Liberties and
privelages to the said premises whatever to have and to
hold the said demised premises with all the appertinances
unto the said party of the second part his Executors admin-
strators and afsigns for and during and untill the full end and
term of Twenty One years next ensuing the day of the date
of these presents fully to be completed and ended yealding
and paying therefor yearly and every year during the
Continuence of this Lease unto the said party of the first part
his Executors administrators or afsigns the yearly rent of Two pounds
Current Money of the Province aforesaid
in each and every year during the continuance of this Lease
Clear rent over and above all taxes charges afsesments
hereafter to be taxed Charged or afsesed on the primices
According to Law, and the said party of the second part
for himself his Executors administrators and afsigns
doth covenant well and truly to pay or cause to be paid
unto the said parties of the first part his Executors
administrators or Afsigns yearly and every year during
the continuance of this Lease the rent above reserved and
also to pay and discharge all taxes charges afsesments and
impositions Levied or afsesed on the primices as aforesaid

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and it is further covenanted that the said party of the second part his heirs Executors administrators and assigns paying the rent as before said and performing keeping and Observing the covenants and agreements herein before contained shall and may quietly and peaceably have hold occupy possess and enjoy the said hereby demised primices during the said term of Twenty One years without any hindrance disturbance or molestation whatsoever of him the said party of the first part his heirs executors administrators or assigns or of any other person or persons having or Lawfully Claiming any right in the primices in Witness Whereof the parties to these presents have hereunto interchangeably Set their hands and Seals the Day and year first above Written Signed Sealed and Delivered

In Presents Of

John Likins

John Clark

Isaac his + mark Duncan

David his X mark Fraser

NB the Word his interlined Before Signing

Daniel Headley

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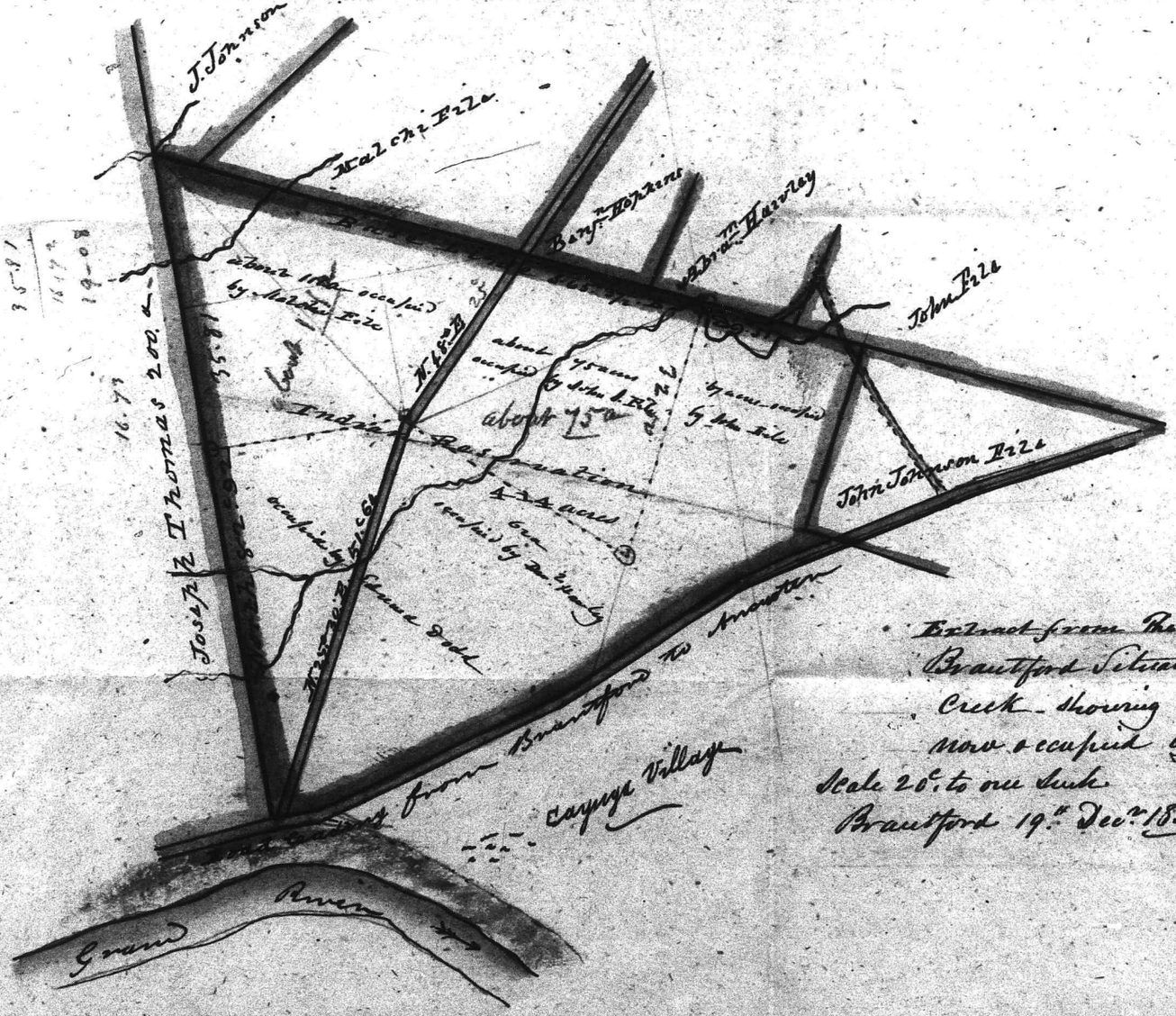

Extract from the Plan of that part of the Township of Brantford Situate in the neighbourhood of Fairchilds Creek - showing 414 acres of the Indian reservation now occupied by 21 year lease tenants.

Scale 20c. to one Inch

Brantford 19th Decr. 1835

by Lewis Burwell
D.Y. Surveyor

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