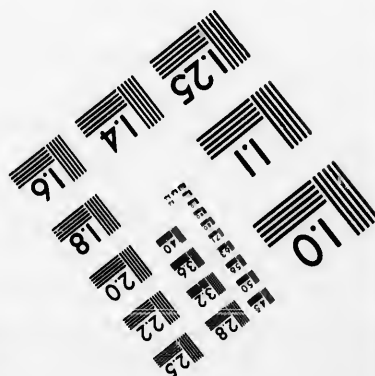
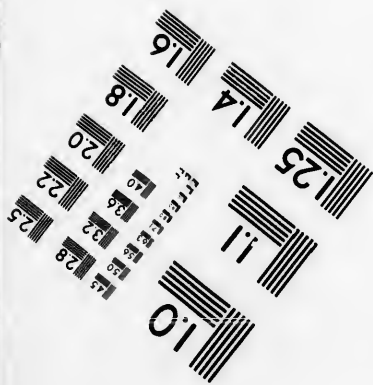
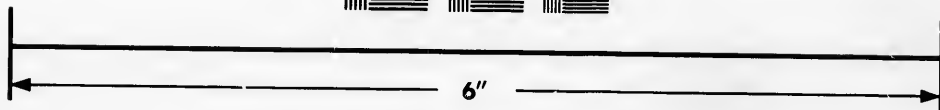
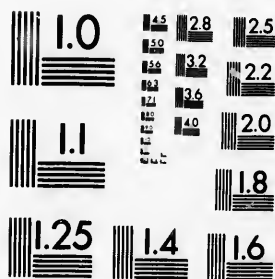


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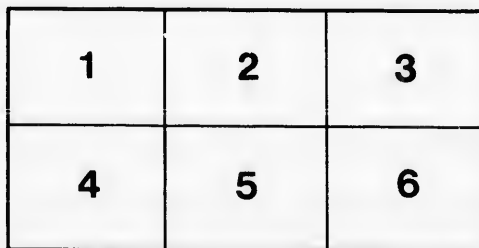
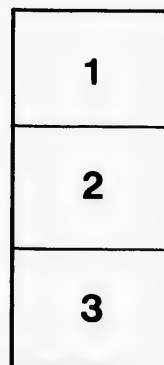
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Duff  
DENNIS ESTATE

TRUSTEES' SALE

— OF —

VALUABLE FREEHOLD ESTATE

— SITUATED ON —

KING AND YONGE STREETS

IN THE CITY OF TORONTO

At the Auction Mart of Oliver, Coats & Co., No. 57 King Street East,  
in the City of Toronto, on

Saturday, the 24th day of Sept., 1887

AT 12 NOON

ROAF & ROAF

*29 King Street West, Toronto, Vendors' Solicitors*

— ALSO —

SALE OF VALUABLE LEASE

# DENNIS ESTATE

In issuing the second edition of the book containing the particulars of the Dennis Estate, we would draw attention to some of the advantages connected with the purchase of the parcels now offered for sale.

Parcel number one is under ground lease at a rental of \$1,700 per annum, and is a renewal of lease of the same premises at a previous rental of \$300 per annum, being an increase of \$1,400 in 21 years. The present lease bears date the 30th April, 1881, and the premises could now be leased for upwards of \$3,000, an increase within about six years of some \$1,300. The City of Toronto is growing rapidly, and a continuation of the present growth of increase will result in this property being rented at the termination of the present lease, or in about 14 years, for about \$9,000 per annum. The purchaser of this parcel, together with parcel number two, can by buying in the lease now held by Messrs. Aikenhead & Crombie, which is now offered for sale, obtain possession of a most valuable building site and one which if properly improved will yield a very good return upon a large sum of money.

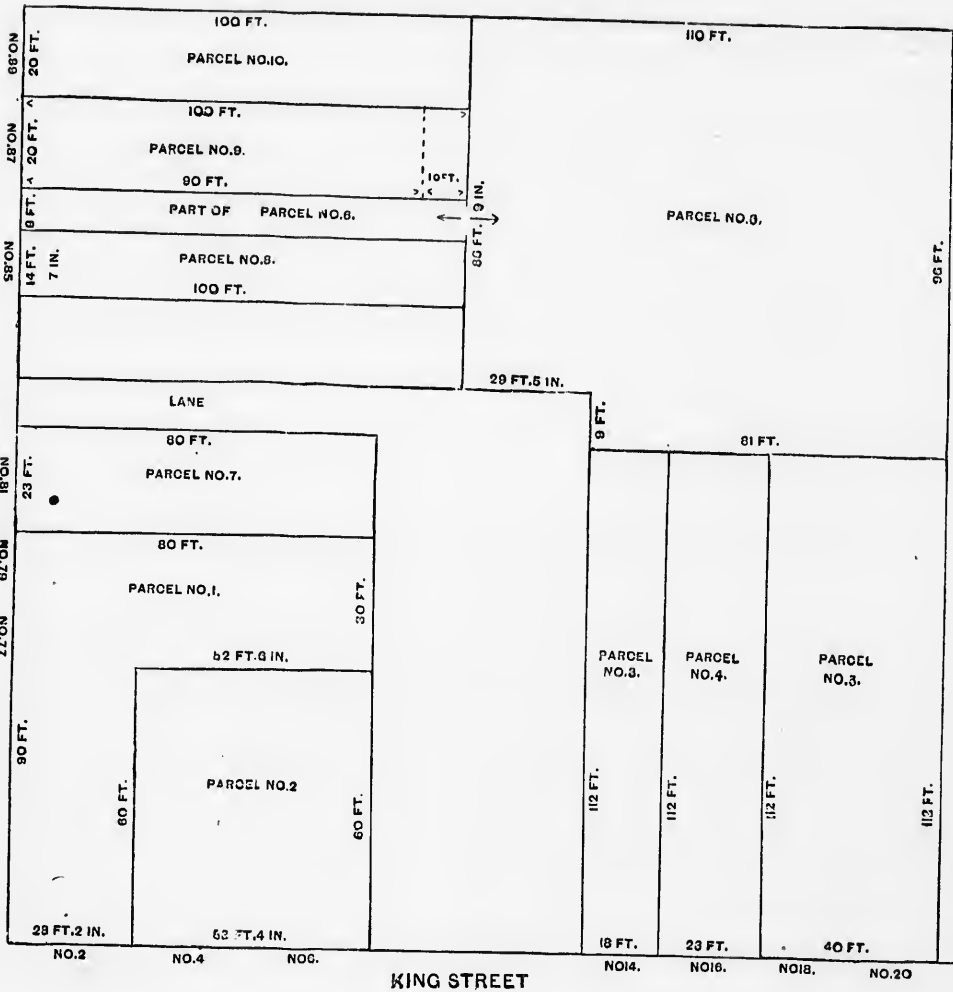
Parcels numbers three, four and five, by increasing at the same ratio upon their present rentals, would give within four years a ground rent of upwards of \$6,000 per annum, and the purchase of these three parcels, together with parcel number six, will give a business site the capabilities of which can not be exceeded in the City of Toronto, having access to both King and Yonge Streets. An Arcade can be built with a passage way running at right angles to Yonge Street, then diagonally across parcel six, then out to King Street, which would be likely to be traversed by nearly every person passing between Yonge Street and King Street East, the site covering a large space of ground, but having a frontage on King Street of only 81 feet; no money need be spent in merely ornamental display, and many offices and stores can be put upon the premises without having to spend money in erecting lofty buildings, and yet if the future should warrant it the building could be increased in height. For a public hall or for lodge purposes the situation is unrivaled, convenient access can be had by the street cars from every part of the city, and the front offices alone would pay a large return upon the investment and leave the lodge rooms or halls in the rear at an almost nominal rent.

Many other advantages will no doubt present themselves to any person looking closely into the property with a view of purchasing.

ROAF & ROAF.

TORONTO, 5th August, 1887.

YONGE STREET



KING STREET

*Jan*  
150  
80  
  
P224  
95

# TRUSTEES' SALE

—OF—

## VALUABLE FREEHOLD ESTATE

SITUATED ON KING AND YONGE STREETS

### IN THE CITY OF TORONTO

In order to close up the estate of the late Joseph Dennis, Esq., the Trustees have determined to offer for sale at the Auction Rooms of Oliver, Coate & Co., No. 57 King Street East, in the City of Toronto,

On Saturday, the 24th day of September, 1887

AT THE HOUR OF TWELVE O'CLOCK NOON,

The following valuable Real Estate, being part of Town Lot No. 1, situated on the north-east corner of Yonge and King Streets, to be sold in ten parcels, as follows :

#### PARCEL No. 1.

The ground only of the lot on the north-east corner of King and Yonge Streets, being the premises upon which are erected the store on King Street now occupied by Messrs. Aikenhead & Crombie, and the two stores Nos. 77 and 79 Yonge Street, described as follows: Commencing at the south-west angle of said Lot No. 1, where King and Yonge Streets intersect each other; then easterly along the north side of King Street 28 feet 2 inches; then northerly parallel to Yonge Street 60 feet; then easterly parallel to King Street 52 feet 3 inches, more or less, to the westerly limit of John Bell's land; then northerly along the said westerly limit, or parallel to Yonge Street, 30 feet; then westerly parallel to King Street 80 feet, more or less, to Yonge Street; then southerly along the east side of Yonge Street 90 feet, more or less, to the place of beginning. This parcel will be sold subject to the lease bearing date the 30th day of April, A.D. 1881, granted to James Aikenhead and Alexander T. Crombie, the said lease being set forth in full as Lease No. 1 in the Schedule of Leases hereto annexed.

#### PARCEL No. 2.

The lot of land and buildings on King Street East, being the premises known as Nos. 4 and 6 King Street East, Toronto, described as follows: Commencing on the northern limit of King Street 28 feet 2 inches from the south-west angle of the said Lot No. 1, where King Street and Yonge Street intersect each other, and on a course about north 74 degrees east from the said angle; thence northerly parallel to Yonge Street 60 feet; thence easterly parallel to King Street

90 FT.

112 FT.

0.20

*James*  
1500x  
800x  
75

*R. J. C.*

9001



4  
52 feet 3 inches, more or less, to the westerly limit of John Bell's land; thence southerly along the said westerly limit of John Bell's land 60 feet, more or less, to the northern limit of King Street; thence westerly along the said northern limit 52 feet 10 inches, more or less, to the place of beginning. Immediate possession can be given of this parcel.

### PARCEL No. 3.

The ground only of the property known as No. 14 King Street East, described as follows: Commencing on the northerly limit of King Street at the south-east angle of John Bell's land, and at the distance easterly and measured on the said limit of King Street 129 feet 3 inches, more or less, from the south-west angle of the said Lot No. 1, that is to say from the easterly limit of Yonge Street; thence northerly parallel with Yonge Street and along said John Bell's land 112 feet; thence easterly parallel with King Street 18 feet; thence southerly parallel with Yonge Street 112 feet to King Street; thence westerly along King Street 18 feet to the place of beginning, continuing by admeasurement 2,016 square feet. This property will be sold subject to a lease dated the 12th day of July, A.D. 1870, granted to John Jackson and Mary S. Forsyth, the said lease being set forth in full as Lease No. 2 in the Schedule of Leases hereto annexed.

### PARCEL No. 4.

The ground only of the property known as No. 16 King Street East: Commencing on the northerly limit of King Street, at the distance eastwardly from the easterly limit of Yonge Street, measured on the said northerly limit of 147 feet 4 inches; thence northwardly parallel to Yonge Street 112 feet; thence eastwardly parallel to King Street 23 feet; thence southwardly parallel to Yonge Street 112 feet to the aforesaid limit of King Street; thence southwardly limit of King Street westwardly 23 feet to the place of beginning. The lot will be sold subject to a lease dated the 5th day of September, A.D. 1870, granted to John A. Smith, the said lease being set forth in full as Lease No. 3 in the Schedule of Leases hereto annexed.

### PARCEL No. 5.

The ground only of the property known as Nos. 18 and 20 King Street East, Toronto, described as follows: Commencing on the northerly limit of King Street, at the south-east angle of Lot No. 1; thence northerly parallel with Yonge Street 112 feet; thence westerly parallel with King Street 40 feet; thence southerly parallel with Yonge Street 112 feet to the north limit of King Street aforesaid; thence along the said limit eastwardly 40 feet to the place of beginning, containing 4,480 square feet. This lot will be sold subject to the terms of a lease dated the 18th day of July, A.D. 1870, granted to William C. Spiller, the said lease being set forth in full as Lease No. 4 in the Schedule of Leases hereto annexed.

### PARCEL No. 6.

The ground only in the rear of Parcels Nos. 3, 4 and 5, and also behind Parcels 8, 9 and 10, and a strip of land running out to Yonge Street between Nos. 85 and 87 Yonge Street, the said parcel being described as follows: Firstly.—Commencing on the easterly limit of the said Lot No. 1, and at the distance northerly and measured on the said limit of 112 feet from the northerly limit of King Street; thence westerly parallel with King Street 81 feet, more or less, to land heretofore sold and conveyed by the said Joseph Dennis, deceased, to John Bell, Esq.; thence northerly parallel with Yonge Street 9 feet; thence westerly parallel with King Street 29 feet 5 inches, more or less, to a point 100 feet distant from Yonge Street; thence northerly parallel with Yonge Street aforesaid 86 feet 9 inches, more or less, to the northerly limit of the

YONGE STREET

*M Cox*  
*950.*

*M Cox*  
*1000.*

*M Cox*  
*1050.*

*M Cox*  
*12,300*

*has*  
*750*  
*80*

said Lot No. 1; thence easterly along the said northerly limit of the said Lot No. 1. 110 feet, more or less, to its north-easterly angle; thence southerly parallel with Yonge Street aforesaid 96 feet, more or less, to the place of beginning, subject to the terms of a lease dated the 18th day of July, A.D. 1870, granted to William C. Spiller, which said lease is set forth in full as Lease No. 4 in the Schedule of Leases hereto annexed. Secondly.—Commencing at a point on the eastern limit of Yonge Street 160 feet 6 inches from King Street; thence north 74 degrees east 100 feet; then northerly parallel to Yonge Street 9 feet; thence southerly parallel to King Street 9 feet, more or less, to the place of beginning, subject, however, to a right of way for the owners and occupants of the parcel to the south and the two parcels to the north to pass over and along, for the free use of the said strip of land as a lane, and subject also to the right of the owner and occupant of the parcel to the south to build over the said lane at a height of 9 feet from the level of Yonge Street.

**PARCEL No. 7.**

The ground and buildings of the premises known as No. 81 Yonge Street, described as follows: Commencing at a point on the eastern limit of Yonge Street 113 feet northerly from the south-west angle of the said Lot No. 1, where King Street and Yonge Street intersect each other; then southerly along Yonge Street aforesaid 23 feet; then easterly parallel to King Street 80 feet; then northerly parallel to Yonge Street 23 feet; then westerly parallel to King Street, and there is a lane 9 feet wide to the north. This parcel is well situated close to King Street, and along, for the free use of the said strip of land as a lane, and subject also to the right of the owner and occupant of the parcel to the south to build over the said lane at a height of 9 feet from the level of Yonge Street. This parcel will be sold subject to a lease dated the 1st day of April, A.D. 1881, granted to Noah L. Piper, the said lease being set forth in full as Lease No. 5 in the Schedule of Leases hereto annexed.

**PARCEL No. 8.**

The ground only of the premises known as No. 85 Yonge Street, Toronto, described as follows: Commencing at a point 145 feet 9½ inches from the north-east angle of Yonge and King Streets, that is following the east limit of Yonge Street on a course north 16 degrees west; thence north 74 degrees east 100 feet; thence north 16 degrees west 14 feet 7 inches to a lane; thence south 74 degrees west 100 feet to the easterly limit of Yonge Street; thence south 16 degrees east following the easterly limit of Yonge Street 14 feet 7 inches to the place of beginning, containing by admeasurement 1,458 square feet and 4 inches, together with the right of way through the lane on the north and also the privilege of building over the said lane at a distance of 9 feet from the level of Yonge Street. This lot will be sold subject to a lease dated the 2nd day of February, A.D. 1880, granted to Eugene O'Keefe and George M. Hawke, the said lease being set forth in full as Lease No. 6 in the Schedule of Leases hereto annexed.

**PARCEL No. 9.**

The ground only of the premises known as No. 87 Yonge Street, described as follows: Commencing at a point on the east side of Yonge Street at the distance of 169 feet 9 inches northerly from the intersection of the east limit of Yonge Street and the north limit of King Street; thence easterly parallel with King Street 100 feet; thence northerly parallel with Yonge Street 20 feet; thence westerly parallel with King Street 100 feet to Yonge Street; thence southerly along the eastern limit of Yonge Street 20 feet to the place of beginning, containing by admeasurement 1,800 square feet, more or less, together with the use of the lane on the south. This property will be sold subject to a right of way over the easterly 10 feet, to be enjoyed by the owner and occupants of the parcel immediately to the north, and subject also

*James  
300*

*700.  
25*

*Leason  
750.  
800*

*25*

to a lease dated the 1st day of August, A.D. 1884, granted to George Hodgins and Joseph W. Sparrow, the said lease being set forth in full as Lease No. 7 in the Schedule of Leases hereto annexed.

### PARCEL No. 10.

*Mason*  
*800*

The ground and buildings of the premises known as No. 89 Yonge Street, described as follows: Commencing at a point on the east side of Yonge Street at the distance of 189 feet 9 inches northerly from the intersection of Yonge Street and King Street; thence easterly parallel with King Street 99 feet, more or less, to the westerly boundary of a lot heretofore leased to the Hon. J. H. Cameron; thence northerly parallel to Yonge Street 20 feet, more or less, to the northern boundary of said Lot No. 1; thence westerly along said northern boundary 99 feet, more or less, to Yonge Street; thence southerly along the easterly limit of Yonge Street 20 feet, more or less, to the place of beginning, together with a right of way over the easterly 10 feet of the parcel to the south, and over the lane between Nos. 85 and 87 Yonge Street. This lot will be sold subject to a lease dated the 1st day of August, A.D. 1884, granted to George Hodgins and Joseph W. Sparrow, the said lease being set forth in full as Lease No. 8 in the Schedule of Leases hereto annexed.

The properties are situated on the main business corners in the City of Toronto, and the like of them have never before been offered for sale in Toronto. It is a rare opportunity for investors and companies to acquire business sites, or the investment of ground rents.

A deposit of 10 per cent. will be required on the day of sale, the balance with interest within thirty days after day of sale.

Further particulars of the property, together with the terms of the leases, abstracts and title deeds, can be learnt at the office of

Dated 1st August, 1887.

ROAF & ROAF,  
29 KING STREET WEST, TORONTO  
SOLICITORS FOR THE VENDORS.  
THE TRUSTEES UNDER THE WILL OF THE LATE  
JOSEPH DENNIS.

N.B.—The Trustees having entered into negotiations for the purpose of obtaining loans at 5 per cent. interest, payable half-yearly, for an amount not exceeding 66 per cent. of the purchase money at the said sale, purchasers are requested to enter in communication with the Solicitors for the Trustees, regarding such amount as they may desire to have on mortgage, within five days after the day of sale.

## SCHEDULE OF LEASES

### LEASE No. 1.

This Indenture, made (in triplicate) the thirtieth day of April, one thousand eight hundred and eighty-one, in pursuance of the Act respecting Short Forms of Leases, Between John Stoughton Dennis, of the City of Ottawa, in the County of Carlton and Province of Ontario, Esquire, Deputy Minister of the Interior; John Dennis, of the Village of Weston, and County of York, and Province of Ontario aforesaid, Esquire, and Henry Dennis, of the Township of York, in the said County of York, gentleman, executors and trustees of and under the last will and testament of Joseph Dennis, late of the said Village of Weston, Esquire, deceased, hereinafter called the lessors, of the first part; and James Aikenhead and Alexander Taylor Crombie, both of the City of Toronto, in the County of York, merchants, carrying on business in copartnership under the name and style of Aikenhead & Crombie, hereinafter called the lessees, of the second part.

Whereas by indenture bearing date ninth day of November, one thousand eight hundred and sixty-five, and made between the late Joseph Dennis of the first part, and George Percival Ridout and Joseph Davis Ridout of the second part, it was witnessed, that for the consideration therein mentioned the said Joseph Dennis did demise and lease unto the said George Percival Ridout and Joseph Davis Ridout, their executors, administrators and assigns, for the term of 21 years, to be computed from the first day of September, one thousand eight hundred and fifty-nine, the lands and premises hereinafter mentioned.

And whereas, in and by the said indenture, the said Joseph Dennis, for himself, his heirs, executors and administrators, did covenant and agree to and with the said George Percival Ridout and Joseph Davis Ridout, their executors, administrators and assigns, that at the expiration of the said term of 21 years the said Joseph Dennis would sign, seal, execute and deliver another lease of the said premises to the said George Percival Ridout and Joseph Davis Ridout, their executors, administrators and assigns, for a further term of 21 years at a certain yearly rent, for the same to be settled and determined by arbitration, in which said renewal lease should be inserted a covenant for the renewal thereof for a like term of 21 years, and so from time to time at the expiration of every such renewal lease of the said premises to perpetually renew the lease of the said premises from 21 years to 21 years, upon such ground rent as might from time to time be settled and determined by the award of three arbitrators, or the majority of them, to be appointed as therein provided.

And whereas, by indenture dated the first day of July, one thousand eight hundred and seventy-six, the parties hereto of the second part became the assignees of the interests of the said George Percival Ridout and Joseph Davis Ridout of and in the said lease.

And whereas the parties hereto of the first part, as executors and trustees under the last will and testament of the said Joseph Dennis, and the said parties hereto of the second part, agreed upon arbitrators under the said lease, who have awarded that the ground rent of the said premises for the term of 21 years, to be computed from the first day of September, one thousand eight hundred and eighty, shall be the sum of \$1,700 per annum.

Now therefore this indenture witnesseth, that in consideration of the premises and of the rents, covenants and agreements hereinafter reserved and contained on the part of the said lessees, their executors, administrators and assigns, to be paid, observed and performed, they the said lessors as such executors and trustees as aforesaid have demised and leased and by these presents do demise and lease unto the said lessees, their executors, administrators and assigns, all and singular that certain parcel or tract of land and premises, situate, lying and being in the City of Toronto, in the County of York and Province of Ontario aforesaid, being composed of part of Lot No. 1, on the north-east corner of King and Yonge Streets, and may be more particularly known and described as follows, that is to say: Commencing at the south-west angle of said Lot No. 1, where King and Yonge Streets intersect each other; then easterly along the north side of King Street 28 feet 2 inches; then northerly parallel to Yonge Street 60 feet; then easterly parallel to King Street 52 feet 3 inches, more or less, to the westerly limit of John Bell's land; then northerly along the said westerly limit or parallel to Yonge Street 30 feet; then westerly parallel to King Street 80 feet, more or less, to Yonge Street; then southerly along the east side of Yonge Street 90 feet, more or less, to the place of beginning. To have and to hold the said demised premises for and during the term of 21 years, and from computed from the first day of September, one thousand eight hundred and eighty, and from thenceforth next ensuing and fully to be completed and ended, yielding and paying therefor yearly and every year during the said term hereby granted the sum of \$1,700, to be payable on the following days and times, that is to say: in four equal quarterly payments of \$425 each, payable on the first days of December, March, June, and September in each and every year during the said term. The payment due on the first of December last being paid at the date hereof and the next of such payments to become due and be made on the first day of February next.

That the said lessees covenant with the said lessors to pay rent and to pay taxes.

And the said lessors, for themselves, their heirs, executors and administrators, covenant and agree with the said lessees, their executors, administrators and assigns, in the manner following that is to say: that at the expiration of the said term of 21 years they the said lessors, their heirs and assigns, shall sign, seal and deliver another lease to be prepared at the costs and charges of the said lessees, their executors, administrators or assigns, granting to the said lessees, their executors, administrators and assigns, a further term of 21 years of and in the said hereby demised premises, at a certain yearly rent for the same, being ground rent, to be settled and determined in manner hereinafter mentioned, in which said lease shall be inserted and contain a clause or covenant for the renewal thereof for a like term of 21 years, and so from time to time, determined in manner hereinafter mentioned, upon such renewed lease, perpetually renew the lease of the said premises from 21 years to 21 years, at the like request, costs and charges, at the expiration of every such renewed lease, perpetually renew the lease of the said premises from 21 years to 21 years, upon such ground rent as may from time to time be settled and determined on in the manner hereinafter provided.

Provided always, and it is hereby covenanted and agreed by and between the said parties to these presents, that for the purpose of settling and determining the yearly rent which shall be paid for said premises by the said lessees, their executors, administrators or assigns on the granting of a further term of 21 years, renewable for ever as aforesaid—in case the said parties cannot agree upon such yearly rent, then such rent shall be determined by three arbitrators, or a majority of them, one of which shall be appointed by the said lessors, their heirs or assigns, another by the said lessees, their executors, administrators or assigns, and the third shall be appointed by the two arbitrators, as aforesaid, within one calendar month from the date of the appointment of the last arbitrator; and in case either party shall, for the space of one calendar month, neglect to appoint an arbitrator to act for them in the premises after being duly notified in writing by the other party to make such appointment, then the said rent shall be determined by the arbitrator appointed by the party not so neglecting to make such appointment.

It is further covenanted and agreed by and between the said parties hereto, that all dower, and all charges and costs arising or to arise from the demand of the same, either at law or in equity, in respect of the said premises or any part thereof, and that may be chargeable upon the same and legally demanded therefor, and paid or incurred by the said lessees, their executors, administrators and assigns, shall and may be deducted by the said lessees, their executors, administrators and assigns, from the rent reserved, or hereafter to be reserved as aforesaid, for the said premises, in which case the said lessees, their executors, administrators and assigns shall be answerable for, and shall only be liable to pay to the said lessors, their heirs and assigns, the balance of such rent after the dower and charges arising from such demands and payment have been deducted therefrom, anything hereinbefore contained to the contrary notwithstanding.

Provided always, and it is expressly agreed, that if the buildings erected on the land hereby demised shall be injured or destroyed by fire, and if before the same shall be again repaired or rebuilt any one quarter's rent hereby reserved shall be unpaid for six months after any of the days when the same ought to have been paid, then it shall be lawful for the lessors into and upon the said demised premises to re-enter, and the same to have again, repossess and enjoy as for their former estate, paying however to the lessees, their executors, administrators or assigns, the value of any building that may be on the said demised premises at the time of such re-entry after deducting any arrears of rent that may be then due to the lessors.

And the lessors hereby covenant and agree with the said lessees, their executors, administrators and assigns, that they the said lessors will, in the event of such re-entry, pay to the lessees the value of such buildings after deducting all arrears of rent as aforesaid, and in case of any dispute between the parties as to the said value, the same shall be settled and determined by arbitration in the same manner as hereinbefore determined in case of dispute as to rent.

The said lessors hereby covenant with the said lessees for quiet enjoyment.

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

Signed, sealed and delivered  
 in the presence of  
 A. W. BURGESS, as to the signature of  
 J. S. Dennis.  
 ROBT. S. BROWN, as to signature of  
 Henry Dennis and John Dennis.  
 THOS. AIKENHEAD, as to the signature  
 of James Aikenhead and A. T.  
 Crombie.

J. S. DENNIS.  
 HENRY DENNIS.  
 JOHN DENNIS.  
 JAMES AIKENHEAD.  
 A. T. CROMBIE.

**LEASE No. 2.**

This Indenture, made (in triplicate) the twelfth day of July, in the year of our Lord one thousand eight hundred and seventy, Between John Stoughton Dennis, of the City of Toronto, in the County of York and Province of Ontario, Esquire, Henry Dennis, of the Village of Weston, in the said county and province, farmer, and John Dennis, of the same village, gentleman, hereinafter called the lessors, of the first part; William Mortimer Clark, of the City of Toronto aforesaid, Esquire, the Reverend Alexander Topp, of the same place, Doctor of Divinity, one of the Ministers of the Canada Presbyterian Church, and William Topp, of Ashgrove, in the County of Elgin, in the Kingdom of Scotland, Esquire, hereinafter called the mortgagees, of the second part; and John Jackson, of Wyandotte, in the County of Wayne and

State of Michigan, one of the United States of America, lumber merchant, and Mary Sharpe Forsyth, wife of John Forsyth, of the Township of York aforesaid, Post Office clerk, hereinafter called the lessees, of the third part.

Whereas by two certain Indentures of Lease, bearing date the twelfth day of July, in the year of our Lord one thousand eight hundred and forty-nine, respectively, and made between Joseph Dennis, of the Township of York aforesaid, now deceased, the lessor therein, of the first part; and James Leary, of the Township of Toronto, yeoman, and James Witherow, of the City of Toronto, builder, trustees for the heirs of Luke Sharpe, of the said City of Toronto, saddler and harness maker, deceased, the lessees therein, of the second part. It was witnessed that the said lessor did for the consideration therein mentioned demise and lease unto the said lessees, their executors, administrators and assigns, in two separate pieces, all that certain piece or parcel of land and premises hereinafter more particularly described.

To have and to hold the same respectively with the appurtenances, unto the said lessees, their executors, administrators and assigns, from the said twelfth day of July in the year last aforesaid, for the term of 21 years fully, to be complete and ended, at the clear yearly rent or sum in the aggregate of fifty pounds, payable by quarterly payments, free and clear of all taxes of every nature and kind soever, then or thereafter to be imposed, with the privilege to the said lessees of renewing the said leases respectively from 21 years to 21 years in perpetuity, at a valuation as therein provided for, unless the said lessor, his heirs, executors, administrators or assigns, should, before the expiration of any of the said terms, pay to the said lessees, their executors, administrators or assigns, the value of the buildings erected on the said land, according to a mode of valuation therein provided.

And whereas, by two certain Indentures of Assignment of Lease, bearing date respectively the twenty-third day of April, in the year of our Lord one thousand eight hundred and fifty-eight, the said James Leary and James Witherow, for the consideration therein contained, did grant and assign unto the said John Jackson, Mary Sharpe and Susan Sharpe, their executors, administrators and assigns, in two separate parcels, all that parcel or tract of land and premises hereinafter particularly described, to hold the same respectively unto the said John Jackson, Mary Sharpe and Susan Sharpe, their heirs, executors, administrators and assigns, as tenants in common and not as joint tenants, so that they the said John Jackson, Mary Sharpe and Susan Sharpe, their executors, administrators and assigns, might thenceforth respectively stand possessed thereof in equal undivided third parts or shares during all the residue, then unexpired, of the said term, and for all other, the term and terms yet to come under the said Indentures of Lease.

And whereas, since the making of the said Indentures of Assignment, the said Mary Sharpe hath intermarried with the said John Forsyth, and the said Susan Sharpe hath departed this life, having by her last will and testament in writing devised and bequeathed all her right, title and interest in the land and premises hereby demised, with other property, to her sister, the said Mary Sharpe-Forsyth, with all profit, rent and interest accruing therefrom, the said Mary Sharpe-Forsyth being also legally entitled to the same under the Statute of Distributions.

And whereas the said Joseph Dennis departed this life on or about the seventeenth day of June, in the year of our Lord one thousand eight hundred and sixty-seven, having first made his last will and testament in writing, duly executed to pass real estate in the Province of Ontario, and did thereby (amongst other things) give, devise and bequeath unto his trustees, his sons, the said John Stoughton Dennis, Henry Dennis and John Dennis, and the survivor and survivors of them, their and his heirs and assigns for ever, the lands and premises situate on the north side of King Street, in the said City of Toronto, including the lands and premises hereby demised. And the said testator did by his said will authorize and empower the said devisees in trust to sign, seal and deliver all further and other leases, or instruments in writing, which after his decease might be necessary, or for confirming or renewing of existing leases of the said pieces or parcels of land so devised to them in trust, as aforesaid, and the said testator did thereto

declare that he had full confidence in the said devisees, that they would carry out and fulfil his intentions in regard to the said leased lots, by leasing them to the best advantage. And whereas the said will has been duly proved in the Surrogate Court of the County of York, and administration of the personal estate and effects of the said testator has been granted by the said Court to the said three devisees, they being named executors in the said will, and the said will has also been registered in the Registry Office for the said City of Toronto by number.

And whereas by a certain Indenture of Mortgage, bearing date the first day of August, in the year of our Lord one thousand eight hundred and sixty-six, and registered in the said Registry Office by No. 9,552, the said Joseph Dennis, deceased, did grant and mortgage with other land all and singular the land and premises hereby demised unto the said parties hereto of the second part, their heirs and assigns forever, to secure the payment to the said mortgagees, their executors, administrators and assigns, of the sum of four thousand six hundred dollars and interest as therein mentioned and provided, and which said mortgage is still in full force and unsatisfied. And whereas the said parties hereto of the first and third parts have requested the said mortgagees to assent to these presents, and they have agreed to do so.

And whereas the said parties of the first and third parts have mutually agreed upon the amount of rent to be paid on renewing the said original lease for a further term of 21 years from the day of the date hereof, and have fixed the same at the sum of two hundred and seventy dollars per annum, being at the rate of fifteen dollars per annum per foot frontage.

Now this indenture witnesseth, that in pursuance and in consideration of the premises, and of the yearly rent hereinafter reserved, and of the covenants and agreements hereinafter contained, and on the part of the said lessees, their executors, administrators, and assigns to be paid, done, observed and performed, they the said lessors do by these presents demise and lease unto the said lessees, their executors, administrators and assigns, all that certain piece or parcel of land and premises in the City of Toronto aforesaid, being composed of part of Lot No. 1, on the north-east corner of King and Yonge Streets, more particularly described as follows:—

Commencing on the northerly limit of King Street, and at the distance easterly and measured on the said limit of King Street of 129 feet 6½ inches from the south-west angle of the said Lot No. 1, that is to say from the easterly limit of Yonge Street; thence northerly parallel with Yonge Street 112 feet to the north-west angle of the tract hereby demised; thence easterly parallel with King Street 18 feet; thence southerly parallel with Yonge Street 112 feet to King Street; thence westerly along King Street 18 feet to the place of beginning, containing by admeasurement 2,016 square feet.

To have and to hold the said piece or parcel of land and premises, with the appurtenances, unto the said lessees, their executors, administrators and assigns, from the twelfth day of July, in the year of our Lord one thousand eight hundred and seventy, for, during and until the full end of the term of 21 years from thence next ensuing and fully to be complete and ended.

Yielding and paying therefor, yearly and every year, during the said term, unto the said lessors, and the survivors and survivor of them, their and his heirs and assigns, the clear yearly rent or sum of \$270, by four equal quarterly payments of \$67.50 each, on the first days of November, February, May and August, in each and every year, free and clear of all taxes, assessments, rates and charges, deductions and impositions of every nature and kind soever, the first payment of rent to become due on the first day of November next.

And the said lessees, for themselves, their executors, administrators and assigns, do covenant, promise and agree to and with the lessors, and the survivors and survivor of them, their and his heirs and assigns, in manner following, that is to say:

That they the said lessees, their executors, administrators and assigns, shall and will well and truly pay unto the said lessors, during the continuance of the said term, the yearly rent hereby reserved, on the respective days and times, and in manner hereinbefore contained and appointed for payment thereof.



And also shall and will during the continuance of the said term, as they shall respectively become due, well and truly pay and discharge all taxes, rates and assessments of every nature and kind soever, and whether imposed upon the said land and premises, or upon the owner or tenant thereof in respect thereof, or as incidental thereto.

Provided always, that if the said rent herein reserved, or any part thereof, shall be in arrear or unpaid by the space of 21 days next after any of the days and times herein appointed for the payment thereof, or in case of the breach or non-performance of any or either of the covenants, agreements or provisions herein contained on the part and behalf of the said lessees, their executors, administrators or assigns, to be paid, done, kept and performed, then, and in either of such cases, it shall be lawful from thenceforth, and at all times thereafter, for the said lessors, and the survivors and survivor of them, their and his heirs and assigns, in, to and upon the said hereby demised premises or any part thereof, in the name of the whole, to re-enter and the same to have again, retain, possess and enjoy as in their first and former estate, and as if these presents had not been made, and the said lessees, their executors, administrators and assigns, and all other occupiers of the same premises thereout, and thence utterly to expel, put out and amove, anything herein contained to the contrary notwithstanding.

And the said lessors, for themselves, and the survivors and survivor of them, their and his heirs, executors, administrators and assigns, do hereby covenant, promise and agree to and with the said lessees, their executors, administrators and assigns, that at the expiration of the present term of 21 years, at the request of the said lessees, they will renew this lease with similar covenants for a further term of 21 years, and so from 21 years to 21 years in perpetuity, at such ground rent as two parties, indifferently to be chosen, one by the said lessors, the other by the said lessees, or in case of their disagreement for one calendar month after their appointment, as three parties (the third to be chosen by the two parties to be appointed as aforesaid), or a majority of them, shall award and determine in writing under their hands and seals.

Provided always, that the said lessors shall always have the option (to be exercised within the last six months of the expiration of any term of 21 years) of purchasing the buildings and erections upon the said land at such valuation to be arrived at by the arbitration of two or three indifferent parties, or a majority of them (to be nominated in precisely the same manner as hereinbefore indicated for ascertaining the ground rent), shall award and determine. And it is hereby expressly declared and agreed by and between the said lessors and the said lessees, that upon the said lessors paying to the said lessees the full amount of the valuation of such buildings upon the same being ascertained as aforesaid, or at furthest within one calendar month thereafter, this or the existing lease for the time being, and everything herein or therein contained, shall, at the expiration of the existing term of 21 years, determine or cease to have any force or effect, and the said lessees shall thereupon pay up all arrears of rent and taxes, and peaceably and quietly yield and give up possession of the said tenement and premises, and surrender the said lease to be cancelled.

Provided also that the said lessees paying the said yearly rent and taxes during the continuance of this or of any of the said renewed terms, in manner and at the times by the then existing lease reserved, and observing and fulfilling all the covenants and agreements in the existing lease contained, may peaceably and quietly have, hold, use, occupy, possess and enjoy the said land and premises hereby demised, with the appurtenances, for and during the said term of 21 years hereby granted, or for any future term to be granted, without the let, suit or interruption of the said lessors, or any person or persons claiming or to claim by, from or under them or any of them.

And the said mortgagees (the parties hereto of the second part), for and in consideration of four dollars of lawful money aforesaid to them paid by the said lessors (the receipt whereof they do hereby acknowledge), do hereby, so far as they may or can lawfully do so, consent to the

demise hereby effected or intended so so be of the said land and premises contained in the said mortgage, on the terms and conditions herein set forth.

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

Signed, sealed and delivered in triplicate in the presence of as to signatures of all the parties hereto except the within named John Jackson,  
EDWIN R. CLEMENT.

As to signature and execution by John Jackson,  
SYLVESTER PRAY,  
Notary Public, Wayne Co.,  
Michigan.

J. S. DENNIS.  
HENRY DENNIS.  
JOHN DENNIS.  
WM. MORTIMER CLARK.  
ALEXANDER TOPP, D.D.  
WILLIAM TOPP, by his Attorney,  
WM. MORTIMER CLARK.  
JOHN JACKSON.  
MARY FORSYTH.

### LEASE No. 3.

This Indenture, made the fifth day of September, in the year of our Lord one thousand eight hundred and seventy, Between John Stoughton Dennis, of the City of Toronto, in the Province of Ontario, Esquire, Henry Dennis, of the Village of Weston, in the said Province, farmer, and John Dennis, of the same Village, gentleman, hereinafter called the lessors, of the first part; William Mortimer Clark, of Toronto aforesaid, Esquire, the Reverend Alexander Topp, of the same place, Doctor of Divinity, one of the ministers of the Canada Presbyterian Church, and William Topp, of Ashgrove, in the County of Elgin, in Scotland, Esquire, hereinafter called the mortgagees, of the second part; and John Attley Smith, of the City of Toronto aforesaid, Esquire, hereinafter called the lessee, of the third part.

Whereas by a certain Indenture of Lease, bearing date the twelfth day of July, in the year of our Lord one thousand eight hundred and forty-nine, and duly registered under Memorial No. 35,146 in the Registry Office for the City of Toronto, and made between Joseph Dennis, of the Township of York, now deceased, the lessor therein, of the first part, and Thomas Glasco, then of the City of Toronto, latter, the lessee therein, of the second part, it was witnessed that the lessor did for the considerations therein mentioned demise and lease unto the said lessee, his executors, administrators and assigns, all that certain piece or parcel of land and premises hereinafter more particularly described, to have and to hold the premises, with the appurtenances, unto the said lessee, his executors, administrators and assigns, from the seventeenth day of April, in the year of our Lord one thousand eight hundred and forty-nine, for the term of twenty-one years, fully to be complete and ended, at the clear yearly rent or sum of fifty-seven pounds ten shillings, payable by quarterly payments, free and clear of all taxes of every kind, with the privilege to the said lessee of renewing the said lease from twenty-one years to twenty-one years in perpetuity, at a valuation as therein provided for, unless the said lessor, his heirs, executors, administrators or assigns should, before the end of the said term, pay to the said lessee, his executors, administrators or assigns the value of the buildings erected on the said land, according to a mode of valuation therein prescribed.

And whereas by a certain Indenture of Assignment of Lease, bearing date the twenty-second day of September, in the year of our Lord one thousand eight hundred and forty-nine, and duly registered in the Registry Office aforesaid by Memorial No. 35,147, the said Thomas Glasco did

grant, bargain, sell, assign, transfer and set over unto the said John Attley Smith, the lessee herein, his executors, administrators and assigns, in consideration of £750 of lawful money of Canada, all his estate, right, title, interest and term of years unexpired and then to come in the said demised land and premises hereinafter described, with all and singular the houses, out-houses, ways, watercourses, drains, easements and other appurtenances therein or thereto belonging, also amongst other things, the shop furniture and walnut counters, and all other furniture and fixtures in the said shop, together with the said Indenture of Lease thereby assigned and all covenants for renewal therein contained.

And whereas the said Joseph Dennis departed this life on or about the seventeenth day of June, in the year of our Lord one thousand eight hundred and sixty-seven, having first made his last will and testament in writing, duly executed, to pass real estate in the Province of Ontario, and did thereby (amongst other things) give, devise and bequeath unto his trustees, his sons, the said John Stoughton Dennis, Henry Dennis and John Dennis, and the survivors and survivor of them, their and his heirs and assigns forever, the lands and premises situate on the north side of King Street, in the said City of Toronto, including the lands and premises hereby demised. And the said testator did, by his said will, authorize and empower the said devisees in trust to sign, seal and deliver all further and other leases or instruments in writing, which, after his decease, might be necessary, or for the confirming or renewing of existing leases of the said pieces or parcels of land so devised to them in trust as aforesaid, and the said testator did thereby declare that he had full confidence in the said devisees that they would fulfill and carry out his intentions in regard to the said leased lots by leasing them to the best advantage. And whereas the said will has been duly proved in the Surrogate Court of the County of York, and administration of the personal estate and effects of the said testator has been granted by the said Court to the said three devisees, they being named executors in the said will, and the said will has also been registered in the Registry Office in and for the City of Toronto by number.

And whereas, by a certain Indenture of Mortgage, bearing date the first day of August, in the year of our Lord one thousand eight hundred and sixty-six, and registered in the said Registry Office by No. 9,552, the said Joseph Dennis, deceased, did grant and mortgage with other land all and singular the land and premises hereby demised unto the said parties hereto of the second part, their heirs and assigns forever, to secure the payment to the said mortgagees, their executors, administrators and assigns, of the sum of four thousand six hundred dollars and interest, as therein mentioned and provided, and which said mortgage is still in full force and unsatisfied. And whereas the said parties hereto of the first and third parts have requested the said mortgagees to assent to these presents, and they have agreed to do so.

And whereas the said parties of the first and third parts have mutually agreed upon the amount of rent to be paid on renewing the said original lease for a further term of 21 years from the seventeenth day of April last, and have fixed the same at the sum of \$345 per annum, or at the rate of \$15 per foot per annum frontage.

Now this indenture witnesseth, that in pursuance and in consideration of the premises and of the yearly rent hereinafter reserved, and of the covenants and agreements hereinafter contained, and on the part of the said lessee, his executors, administrators and assigns to be paid, observed and performed, they the said lessors do by these presents demise and lease unto the said lessee, his executors, administrators and assigns, all that certain piece or parcel of land and premises in the City of Toronto aforesaid, being composed of part of Lot No. 1 on the north-east corner of King and Yonge Streets, more particularly described as follows:

Commencing on the northerly limit of King Street, at the distance eastwardly from the easterly limit of Yonge Street, measured on the said northerly limit of 147 feet 4 inches; thence northwardly parallel to Yonge Street 112 feet; thence eastwardly parallel to King Street 23 feet; thence southwardly parallel to Yonge Street 112 feet to the aforesaid limit of King Street; thence along the said limit of King Street westwardly 23 feet to the place of beginning, which

said premises, with the shop erected thereon, are also known as No. 16 on the north side of King Street East.

To have and to hold the same unto the said lessee, his executors, administrators and assigns, from the seventeenth day of April, in the year of our Lord one thousand eight hundred and seventy, for and during and until the full end and term of 21 years from thence next ensuing and fully to be complete and ended.

Yielding and paying therefor yearly, and every year during the said term, unto the said lessors, and the survivors or survivor of them, their and his heirs and assigns, the clear yearly rent or sum of \$345, by four equal quarterly payments of \$86.25 each, on the seventeenth days of July, October, January and April in each and every year, free and clear of all taxes, assessments, rates, charges, deductions and impositions, of every nature and kind soever.

And the said lessee, for himself, his executors, administrators and assigns, doth covenant, promise and agree to and with the said lessors, and the survivors and survivor of them, their and his heirs and assigns, in manner following, that is to say :

That he the said lessee, his executors, administrators and assigns, shall and will well and truly pay unto the said lessors during the continuance of the said term the yearly rent hereby reserved on the respective days and times, and in manner hereinbefore contained and appointed for payment thereof. And also shall and will during the continuance of the said term, as they shall respectively become due, well and truly pay and discharge all taxes, rates and assessments of every nature and kind soever, and whether imposed upon the said land and premises, or upon the owner or tenant as incidental thereto or in respect thereof.

Provided always, that if the said rent herein reserved, or any part thereof, shall be in arrear or unpaid by the space of 21 days next after any of the days and times herein appointed for the payment thereof (the same being lawfully demanded), or in case of the breach or non-performance of any or either of the covenants, agreements or provisions herein contained on the part and behalf of the said lessee, his executors, administrators and assigns, to be paid, done, kept and performed, then, and in either of such cases, it shall be lawful from thenceforth and at all times thereafter for the said lessors, and the survivors and survivor of them, their and his heirs and assigns, into and upon the said hereby demised premises or any part thereof in the name of the whole to re-enter, and the same to have again, retain, possess and enjoy, as in their first and former estate, and as if these presents had not been made, and the said lessee, his executors, administrators and assigns, and all other occupiers of the same premises thereout, and thence utterly to expel, put out and amove, anything herein contained to the contrary notwithstanding.

And the said lessors, for themselves, and the survivors and survivor of them, their and his heirs and assigns, do hereby covenant, promise and agree to and with the said lessee, his executors, administrators and assigns, that at the expiration of the present term of 21 years, at the request of the said lessee, they will renew the lease with similar covenants for a further term of 21 years to 21 years in perpetuity, at such ground rent as two parties indifferently to be chosen, one by each of the parties hereto, or in case of their disagreement for one calendar month after their appointment, as three parties (the third to be chosen by the two parties to be appointed as aforesaid), or a majority of them, shall award and determine in writing.

Provided always that the said lessors shall always have the option (to be exercised within the last six months of the expiration of any term of 21 years) of purchasing the buildings and erections upon the said land, at such valuation to be arrived at by the arbitration of two or three indifferent parties or a majority of them, to be named and appointed in precisely the same way as indicated for ascertaining the ground rent, shall award and determine, and it is hereby expressly declared and agreed by and between the parties hereto, that upon the said lessors paying to the said lessee the full amount of the valuation of such buildings, upon the same being so ascertained as aforesaid, or at furthest within one calendar month thereafter, this or the existing lease for

the time being and everything herein or therein contained shall, at the expiration of the then existing term of 21 years, determine and cease to have any force or effect, and the said lessee shall thereupon pay up all arrears of rent and taxes and peaceably and quietly yield and give up possession of the said tenement and premises and surrender the said lease to be cancelled.

Provided also that the said lessee paying the said yearly rent during the continuance of this or of any of the said renewed terms in manner and at the times by the then existing lease reserved, and observing and fulfilling all the covenants and agreements in this or the existing lease contained, may peaceably and quietly have, hold, use, occupy, possess and enjoy the said land and premises hereby demised, with the appurtenances, for and during the said term of 21 years hereby granted, or for any future term to be granted, without the let, suit or interruption of the said lessors, or any person or persons claiming or to claim by, from or under them or any of them.

And the said mortgagees (the parties hereto of the second part), for and in consideration of \$4 of lawful money of Canada to them paid by the said lessors (the receipt whereof they do hereby acknowledge), do hereby, so far as they may or can lawfully do so, consent to the demise hereby effected, or intended so to be, of the said lands and premises contained in the said mortgage, on the terms and conditions herein set forth.

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

Signed, sealed and delivered  
in duplicate in presence of  
E. P. CLEMENT.

J. STOUGHTON DENNIS.  
HENRY DENNIS.  
JOHN DENNIS.  
WM. MORTIMER CLARK.  
ALEXANDER TOPP.  
WILLIAM TOPP, by  
WM. MORTIMER CLARK, his Attorney.  
J. A. SMITH.

#### LEASE No. 4.

This Indenture, made the eighteenth day of July, in the year of our Lord one thousand eight hundred and seventy, Between John Stoughton Dennis, of the City of Toronto, in the Province of Ontario, Esquire, Henry Dennis, of the Village of Weston, in the said Province, farmer, and John Dennis, of the said Village, yeoman, hereinafter called the lessors, of the first part; the Honorable John Hillyard Cameron, of the said City of Toronto, of the second part; William Mortimer Clark, of Toronto aforesaid, Esquire, the Reverend Alexander Topp, of the same place, Doctor of Divinity, one of the ministers of the Canada Presbyterian Church, and William Topp, of Ashgrove, in the County of Elgin, in Scotland, Esquire, hereinafter called the mortgagees, of the third part; the Honorable Thomas Galt, of Toronto aforesaid, of the fourth part; and William C. Spiller, of the City of Montreal, in the Province of Quebec, Esquire, hereinafter called the lessee, of the fifth part.

Whereas by a certain Indenture of Lease, bearing date the third day of August, in the year of our Lord one thousand eight hundred and fifty, and duly registered under Memorial No. 70,640 in the proper Registry Office, and made between Joseph Dennis, then of Toronto aforesaid, and late of Weston aforesaid, deceased, the lessor therein, of the first part, and the said John Hillyard Cameron, the lessee therein, of the second part, it was witnessed that the said

lessor did, for the considerations therein mentioned, demise and lease unto the said lessee, his executors, administrators and assigns, all and singular the lands and premises hereinafter particularly mentioned and described; and

Whereas, by a certain Indenture of Assignment of Lease (by way of mortgage), bearing date the twenty-third day of November, one thousand eight hundred and fifty-seven, and duly registered in the proper Registry Office, the said John Hillyard Cameron did grant, bargain, sell, assign, transfer and set over unto James Cockburn, of the Town of Cobourg, in the said Province of Ontario, Esquire, his executors, administrators and assigns, all the estate, right, title, interest and term of years unexpired, and then to come of him the said John Hillyard Cameron, his executors, administrators and assigns, in the said demised lands and premises hereinafter described, with all and singular the houses, outhouses, buildings, yards, paths, passages, drains, sewers, and all and every other the rights, privileges, easements and appurtenances to the said messuages or tenements belonging and in any wise appertaining, and all and every the right to renewal in the said Indenture of Lease set out and contained. To secure payment unto the said James Cockburn, his executors, administrators and assigns, of the sum of £4,000, and interest thereon, as therein mentioned and provided; and

Whereas, by three several Indentures of Assignment of Mortgage, bearing date respectively the second day of April, one thousand eight hundred and sixty, and registered under No. 1,484, the twenty-sixth day of May, one thousand eight hundred and sixty, and registered under No. 1,485, and the nineteenth day of January, one thousand eight hundred and sixty-six, registered under No. 9,021, the hereinbefore in part recited Indenture of Lease, by way of mortgage, of the twenty-third day of November, one thousand eight hundred and fifty-seven, and all moneys thereby secured and payable, and all and singular the said lands and tenements therein described, and all the estate, right and interest therein of the said James Cockburn, his executors, administrators and assigns, by virtue of said mortgage, were granted, bargained, sold, assigned, transferred and set over unto the said Thomas Galt, his executors, administrators and assigns, to have, hold, receive and take the same unto the said Thomas Galt, his executors, administrators and assigns, as and for his and their own proper moneys and effects; and

Whereas there is now secured and payable by virtue of the said indenture of the twenty-third day of November, one thousand eight hundred and fifty-seven, and the bond of the said John Hillyard Cameron of the twenty-sixth day of May, one thousand eight hundred and sixty, to and in favor of the said Thomas Galt, the sum of twelve thousand dollars for principal, with interest thereon at the rate of eight per cent. per annum from the first day of January now last past; and

Whereas the said Joseph Dennis departed this life on or about the seventeenth day of June, one thousand eight hundred and sixty-seven, having first made his last will and testament in writing duly executed to pass real estate in the Province of Ontario, and did thereby (amongst other things) give, devise and bequeath unto his trustees, his sons, the said John Stoughton Dennis, Henry Dennis and John Dennis, and the survivors and survivor of them, their and his heirs and assigns forever, the lands and premises situate on the north side of King Street, in the said City of Toronto, including those hereinafter more particularly described; and the said testator did by his said will authorize and empower the said devisees in trust to sign, seal and deliver all further and other leases or instruments which after his decease might be necessary, or for the confirming or renewing existing leases of the said pieces or parcels of lands so devised to them in trust as aforesaid, and the said testator did thereby declare that he had full confidence in the said devisees that they would fulfill and carry out his intentions in regard to the said leased lots, by leasing them to the best advantage and punctually dividing the annual proceeds thereof in the manner in said will directed; and

Whereas the said will has been duly proved in the Surrogate Court of the County of York, and administration of the personal estate and effects of the said testator has been granted by

said Court to the said three devisees, they being named executors in the said will, and the said will has been also registered in the Registry Office in and for the said City of Toronto, under No. — and

Whereas, by certain Indenture of Mortgage, bearing date the first day of August, one thousand eight hundred and sixty-six, and registered under No. 9,552 in the said Registry Office, the said Joseph Dennis, deceased, did grant and mortgage all and singular the lands and premises, hereinafter more particularly mentioned, unto the said parties hereto of the third part, their heirs and assigns forever, to secure payment unto the said mortgagees, their executors, administrators and assigns, of the sum of four thousand six hundred dollars and interest, as therein mentioned and provided, and which said mortgage is still in full force and unsatisfied; and

Whereas the said parties hereto of the first and fifth parts have requested the said mortgagees to assent to these presents, and they have agreed so to do; and

Whereas it has been mutually agreed between the said parties hereto of the first and second parts for a renewal of the said lease for the further term of 21 years from the nineteenth day of November now last past upon the terms and conditions and at the rent hereinafter set forth; and

Whereas it has been agreed by and between the said parties hereto of the second, fourth and fifth parts as follows, to wit: That the said John Hillyard Cameron shall be released and discharged from his covenants and bond to pay the sum of \$12,000, the balance of the principal now remaining payable as aforesaid, by virtue of the said mortgage of the twenty-third day of November, one thousand eight hundred and fifty-seven, and in consideration of such release and discharge the said John Hillyard Cameron doth hereby agree to convey and release unto the said Thomas Galt all his estate, right, title and interest whatsoever at law or in equity, and all that his right of redemption in, to and out of the lands and premises in and by the said last mentioned indenture assigned and mortgaged, and also that the said further term of 21 years and the demise hereinafter contained of the said lands and premises shall be made to and be vested in the said William C. Spiller as the absolute owner thereof.

Now this indenture witnesseth, that in pursuance and in consideration of the premises and of the aforesaid covenant and stipulation for renewal contained in said Indenture of Lease of the third day of August, one thousand eight hundred and fifty, and in consideration of the yearly rents hereinafter reserved and of the covenants and agreements hereinafter contained and on the part of the said lessee, his executors, administrators and assigns to be paid, observed and performed, they the said lessors do by these presents demise and lease unto the said lessee, his executors, administrators and assigns:

PARCEL No. 1—All and singular that certain parcel or tract of land and premises situate, lying and being in the said City of Toronto, and butted and bounded or otherwise known as follows, that is to say: Commencing on the northerly limit of King Street at the south-east angle of lot number one; thence northerly parallel with Yonge Street one hundred and twelve feet; thence westerly parallel with King Street forty feet; thence southerly parallel with Yonge Street one hundred and twelve feet to the north limit of King Street aforesaid; thence along the said limit eastwardly forty feet to the place of beginning, containing four thousand four hundred and eighty square feet.

PARCEL No. 2—And also all and singular that certain parcel or tract of land and premises situate, lying and being in the said City of Toronto, and butted and bounded or otherwise known as follows, that is to say: Commencing on the easterly limit of the said lot number one, and at the distance northerly and measured on the said limit of one hundred and twelve feet from the northerly limit of King Street; thence westerly parallel with King Street eighty-one feet, more or less, to land heretofore sold and conveyed by the said Joseph Dennis, deceased, to John Bell, Esquire; thence northerly parallel with Yonge Street nine feet; thence westerly parallel with King Street twenty-nine feet five inches, more or less, to within one hundred feet

of Yonge Street; thence northerly parallel with Yonge Street aforesaid eighty-six feet nine inches, more or less, to the northerly limit of the said lot number one; thence easterly along the said northerly limit of the said lot number one, one hundred and ten feet more or less, to its north-easterly angle; thence southerly parallel with Yonge Street aforesaid ninety-six feet, more or less, to the place of beginning; together with all and singular the houses, outhouses, buildings, barns, stables, yards, gardens, paths, passages, drains, sewers, pipes, waters, water-courses and all and every other rights, privileges, easements, advantagements and appurtenances to the said messuages or tenements belonging or in any wise appertaining, or with the same or any part thereof now or heretofore lawfully or usually used, holden, occupied or enjoyed.

To have and to hold the said lands and premises and all and singular other the premises hereby demised or intended so to be and every part thereof, with their and every of their appurtenances, unto the said lessee, his executors, administrators and assigns, for and during the term of 21 years, to be computed from the nineteenth day of November, one thousand eight hundred and sixty-nine, and from thenceforth ensuing and fully to be completed and ended, yielding and paying for Parcel No. 1, having forty feet frontage on King Street by a depth of one hundred and twelve feet, the yearly rent of six hundred dollars, being at the rate of fifteen dollars per foot frontage, and for Parcel No. 2, being the lot of land in rear of Parcel No. 1, the yearly rent of one hundred and sixty dollars every year during the said term, unto the said lessees, and the survivors and survivor of them, their and his heirs and assigns, the said rents to be paid by equal quarterly payments of one hundred and ninety dollars each on the nineteenth days of February, May, August and November in each and every year during the said term, free and clear from all rates, taxes and impositions whatsoever, whether parochial or parliamentary, either now or hereafter to be rated, taxed or imposed upon the said land and premises hereby demised, or intended so to be, with the appurtenances, or any part thereof, or on the landlord or tenant thereof for the time being.

And the said lessee, for himself, his heirs, executors, administrators and assigns, doth covenant, promise and agree with and to the said parties hereto of the first part, and the survivor and survivors of them, their and his heirs and assigns, that he the said lessee, his executors, administrators and assigns, shall and will from time to time, and at all times during the continuance of the said term, well and truly pay, or cause to be paid, to the said lessors and the survivors and survivor of them, their and his heirs and assigns, the said yearly rents or sums of six hundred dollars and one hundred and sixty dollars respectively, at the days and times herebefore mentioned for payment thereof, free and clear from all charges, taxes, impositions and deductions whatsoever as aforesaid, and also shall and will well and truly pay and satisfy all taxes and charges, dues and duties whatsoever, parliamentary or otherwise, which now or hereafter shall, during the said term, be payable in respect of the said lands and premises hereby demised, or intended so to be, whether the same be rated on the landlord or tenant thereof.

Provided always, and it is hereby agreed, that if the said rent hereby reserved, or any part thereof, shall at any time during the continuance of the said term be in arrear or unpaid for the space of thirty days next after any or either of the days whereon the same shall become due as aforesaid (whether the same be demanded or not), or in case of breach or non-performance of any or either of the covenants herein contained on the part of the said lessee, his executors, administrators and assigns, to be observed and performed, then and in either of such cases it shall be lawful for the said lessors, and the survivors and survivor of them, their and his heirs and assigns, into or upon the said messuages and premises hereby demised or intended so to be, or into or upon any part thereof, in the name of the whole, to re-enter, and the same to have again, repossess and enjoy as of their and his former estate, and the said lessee and all tenants and occupiers of the said premises thereout and from thence utterly to expel, put out and remove, anything herein contained to the contrary notwithstanding.



And the said lessors, for themselves and the survivor of them, their and his heirs and assigns, do hereby covenant, promise and agree to and with the said lessee, his executors, administrators and assigns, in manner following, that is to say: That at the expiration of the said term of twenty-one years they the said lessors, and the survivors and survivor of them, their and his heirs and assigns, shall and will, upon the due request and application of the said lessee, his executors, administrators and assigns, made within twenty days prior to the expiration of the aforesaid term granted by these presents, sign, seal and execute and deliver another lease to be prepared at the cost and charges of the said lessee, his executors, administrators and assigns, a further term of twenty-one years, of and in the said hereby demised premises, with covenants in all respects similar and like to those in this indenture, saving in the matter of the certain yearly rent for the said hereby demised premises, being ground rent only, which said yearly rent to be named in the said further lease of the said premises is to be settled and determined on in manner hereinafter mentioned.

Provided, nevertheless, that it shall be in the option of the said lessors, or the survivors or survivor of them, their or his heirs or assigns, on receiving such request and application for renewal as aforesaid of said term hereby granted, to give notice of their intention to pay to the said lessee, his executors, administrators and assigns, on the expiration of the term hereby granted, the value of the buildings and other improvements then erected and being on the said demised lands, and the said lessor shall be at liberty to pay for the same accordingly, and on such payment being made, to cancel these presents, and thereupon the same and the right to require the renewal of the same by the said lessee, his executors, administrators and assigns, shall cease; and in case the parties shall differ as to the value of the said buildings and improvements and the amount to be paid for the same by the said lessors, or the survivors or survivor of them, their or his heirs or assigns, then the same shall be settled and determined in a similar manner to that hereinafter provided for the settlement and determination of the rent to be paid on renewal of the said lease for the said premises.

Provided always, and it is hereby covenanted and agreed upon by and between the said parties, that for the purpose of settling, ascertaining and determining what yearly ground rent or sum of money shall be paid by the said party of the fifth part, his executors, administrators and assigns, for the said land hereby demised, or intended so to be, on the granting of a third lease for a third or further term of 21 years by the said parties of the first part, and the survivors or survivor of them, their and his heirs and assigns, the said lessor, or the survivors or survivor of them, or their representatives as aforesaid, shall nominate one indifferent person, and the said lessee or his representatives as aforesaid shall nominate a second indifferent person, to determine the amount of such ground rent, and if the said persons shall not agree within the space of one calendar month next after the said matter shall be referred to them, then it shall be in the power of those two persons to nominate and appoint a third person or umpire between the said parties, who shall have power to decide the amount of such yearly rent of and for the said premises.

And the said lessors for themselves, and the survivors and survivor of them, their and his heirs and assigns, covenant promise and agree to and with the said lessee, his executors, administrators and assigns, in manner following, that is to say: That he the said lessee, his executors, administrators and assigns, paying the rents and fulfilling and keeping the covenants herein contained, and on his and their part to be well, done and performed, shall and lawfully may peaceably and quietly have, hold, use, occupy, receive and take and enjoy all the said hereby demised premises, with their appurtenances, for and during the said term of 21 years hereby demised, renewable at the expiration of such term for a further term of 21 years, without any let, suit, trouble, denial, eviction, interruption or disturbance whatsoever of, from or by any persons whatsoever.

And the said John Hillyard Cameron, in consideration of the release hereafter contained by the said Galt and Spiller, and of one dollar of lawful money of Canada, to him paid by the said Spiller (the receipt whereof he doth hereby acknowledge), doth hereby grant, assign, transfer and set over unto the said lessee, his executors, administrators and assigns, all and singular the said demised lands and premises, and all his estate, interest and equity of redemption therein or thereto, to have and to hold the same unto the said lessee, his executors, administrators and assigns, absolutely freed and discharged from the proviso for redemption thereof contained in the said mortgage of the twenty-third day of November, one thousand eight hundred and fifty-seven, and all other his claims therein or thereto at law or in equity.

And the said mortgagees (party hereto of the third part), for and in consideration of \$1 of said lawful money, to them paid by the said lessee (the receipt whereof they do hereby acknowledge), do hereby, so far as they may or can lawfully do so, consent to the demise hereby effected, or intended so to be, of the said lands and premises embraced in the said mortgage on the terms and conditions herein set forth.

And the said Thomas Galt, in pursuance of the premises and in consideration of \$1 of said lawful money, paid to him by the said lessee (the receipt whereof he doth hereby acknowledge), doth hereby grant, assign and transfer unto the said lessee, his executors, administrators and assigns, the said demised land and premises, and all his estate and interest therein, with said Indenture of Lease of the third day of August, one thousand eight hundred and fifty, and all benefit, profit and advantage to be derived therefrom.

And the said lessee and the said Thomas Galt do and each of them doth hereby release and forever acquit the said John Hillyard Cameron, his heirs, administrators and executors, from all claim and demand whatsoever by reason of his covenants in the said mortgage of the twenty-third day of November, one thousand eight hundred and fifty-seven, and in his said bond mentioned and contained.

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

Signed, sealed and delivered by the  
said Henry Dennis in the presence of  
ROBERT C. HENDERSON.

Signed, sealed and delivered by the  
said John Staughton Dennis, John  
Dennis, William Mortimer Clark,  
William Topp, by his Attorney,  
William Mortimer Clark; Alexander  
Topp, John Hillyard Cameron, Wil-  
liam C. Spiller and Thomas Galt, in  
the presence of J. HENDERSON, Jr.

J. S. DENNIS.

HENRY DENNIS.

JOHN DENNIS.

J. HILLYARD CAMERON.

WM. MORTIMER CLARK.

WILLIAM TOPP, by his At-  
torney, Wm. Mortimer Clark.

ALEXANDER TOPP.

THOMAS GALT.

W. C. SPILLER.

## LEASE No. 5.

This Indenture, made (in triplicate) the first day of April, one thousand eight hundred and eighty-one, in pursuance of the Act respecting Short Forms of Leases, Between John Stoughton Dennis, of the City of Ottawa, in the County of Carlton, and Province of Ontario, Esquire, Deputy Minister of the Interior, John Dennis, of the Village of Weston, and County of York, and Province aforesaid, Esquire, and Henry Dennis, of the Township of York, in the said County of York, gentleman, executors and trustees of and under the last will and testament of Joseph Dennis, late of the said Village of Weston, Esquire, deceased, hereinafter called the lessors, of the first part; and Noah L. Piper, of the City of Toronto, in the said County of York, gentleman, hereinafter called the lessee, of the second part:

Witnesseth, that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the said lessee, his executors, administrators and assigns, to be paid, observed and performed, they the said lessors, as such executors and trustees as aforesaid, have demised and leased, and by these presents do demise and lease, unto the said lessee, his executors, administrators and assigns, all and singular that piece or parcel of land situate, lying and being in the said City of Toronto, being composed of that part of Lot No. 1 on the north side of King Street and east side of Yonge Street, which may be better known by the following description, that is to say: Commencing at a point on the eastern limit of Yonge Street 113 feet northerly from the south-west angle of the said Lot No. 1, where King Street and Yonge Street intersect each other; then southerly along Yonge Street aforesaid 23 feet; then easterly parallel to King Street 80 feet; then northerly parallel to Yonge Street 23 feet; then westerly parallel to King Street 80 feet, more or less, to the place of beginning, together with the appurtenances.

To have and to hold the said demised premises for and during the term of 21 years, to be computed from the first day of September, one thousand eight hundred and eighty, and from thenceforth next ensuing, and fully to be complete and ended.

Yielding and paying therefor yearly and every year during the said term hereby granted the sum of six hundred and thirty-two dollars and fifty cents, to be payable on the following days and times, that is to say, in four equal quarterly payments of one hundred and fifty-eight dollars and twelve and one-half cents each, payable on the first days of March, June, September and December in each and every year during the said term, the first of two such payments to become due and be made on the day of the date hereof, and the third of such payments to be made on the first day of June next.

That the said lessee covenants with the said lessors to pay rent and to pay taxes.

And the said lessors, for themselves, their heirs, executors, administrators and assigns, covenant and agree with and to the said lessee, his executors, administrators and assigns, that they the said lessors, their heirs, executors, administrators and assigns, shall and will, at the expiration of the said term hereby granted, make, execute and deliver, or cause to be made, executed and delivered, a new and fresh lease of the land and premises hereby demised for a further term of 21 years, to commence from and after the expiration of the present term hereby granted, with and subject to the like covenants, provisos and agreements as are herein contained, but subject to such rent as shall be determined by three arbitrators, or a majority of them, one of whom shall be appointed by the said lessors, their heirs and assigns, another by the said lessee, his executors, administrators or assigns, and the third shall be appointed by the said two arbitrators so to be appointed as aforesaid, within one calendar month from the date of the appointment of the arbitrator last

appointed, and in case either party shall, for the space of one calendar month, neglect to appoint an arbitrator to act for them in the premises, after being duly notified in writing by the other party to make such appointment, then the said rent shall be determined by the arbitrator appointed by the party not so neglecting to make such appointment.

Proviso for re-entry by the said lessors on non-payment of rent or non-performance of covenants.

The said lessors hereby covenant with the said lessee for quiet enjoyment.

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

Signed, sealed and delivered  
 in the presence of  
 A. W. BURGESS,  
 as to signature of J. S. Dennis.  
 JAMES R. DENNIS,  
 as to signature of Henry Dennis  
 and John Dennis.  
 JAS. R. ROAF,  
 as to N. L. Piper.

J. S. DENNIS.

HENRY DENNIS.

JOHN DENNIS.

NOAH L. PIPER.

#### LEASE No. 6.

This Indenture, made (in three parts) the second day of February, one thousand eight hundred and eighty, in pursuance of the Act respecting Short Forms of Leases, Between John Stoughton Dennis, of the City of Ottawa, in the County of Carlton, and Province of Ontario, Esquire, Deputy Minister of the Interior, John Dennis, of the Village of Weston, and County of York, and Province aforesaid, Esquire, and Henry Dennis, of the Township of York, gentleman, executors and trustees of and under the last will and testament of Joseph Dennis, late of the said Village of Weston, Esquire, deceased, hereinafter called the lessors, of the first part; and Eugene O'Keefe and George Macaulay Hawke, both of the City of Toronto, in the said County of York, brewers, carrying on business in copartnership under the name and style of O'Keefe & Co., hereinafter called the lessees, of the second part:

Witnesseth, that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the said lessees, their executors, administrators and assigns, to be paid, observed and performed, they the said lessors, as such executors and trustees as aforesaid, have demised and leased, and by these presents do demise and lease, unto the said lessees, their executors, administrators and assigns, all and singular that certain parcel or tract of land and premises situate, lying and being in the City of Toronto, in the County of York, and Province of Canada aforesaid, being composed of part of Lot No. 1 on the north-east corner of King and Yonge Streets, and may be more particularly known and described as follows, that is to say: all that certain parcel or tract of land and premises situate, lying and being on the east side of Yonge Street in the City of Toronto, and butted and bounded as follows, that is to say:

Commencing at a point 145 feet 9½ inches from the north-east angle of Yonge and King Streets, that is following the east limit of Yonge Street on a course north 16 degrees west; thence north 74 degrees east 100 feet; thence north 16 degrees west 14 feet 7 inches to a lane; thence south 74 degrees west 100 feet to the easterly limit of Yonge Street; thence south 16 degrees east following the easterly limit of Yonge Street 14 feet 7 inches to the place of beginning, containing by admeasurement 1,458 square feet and 4 inches, together with full privilege and power

to the said lessees, their executors, administrators and assigns, in any manner they shall see best, and at any and all times during the continuance of the term or terms hereby granted, and at any and all times during any further term or renewal to be hereafter granted under and by virtue of these presents, to build or extend any building over the lane to the north of the premises hereby demised, so as such buildings or extensions is or are always nine feet above the level of Yonge Street aforesaid.

To have and to hold the said demised premises for and during the term of 21 years, to be computed from the first day of February, one thousand eight hundred and eighty, and from thenceforth next ensuing, and fully to be completed and ended.

Yielding and paying therefor yearly and every year during the said term hereby granted the sum of \$393.75, to be payable on the following days and times, that is to say, in four equal quarterly payments of \$98.44 each, payable on the first days of February, May, August and November in each and every year during the said term, the first of such payments to become due and be made on the first day of May next.

That the said lessees covenant with the said lessors to pay rent and to pay taxes.

And the said lessors, for themselves, their heirs and assigns, covenant and agree with and to the said lessees, their executors, administrators and assigns, that they the said lessors, their heirs and assigns, shall and will, at the expiration of the said term hereby granted, make, execute and deliver, or cause to be made, executed and delivered, a new and fresh lease of the land and premises hereby demised for a further term of 21 years, to commence from and after the expiration of the present term hereby granted, with and subject to the like covenants, provisos and agreements as are therein contained, including this present covenant or agreement for renewal, but subject to such rent as shall be determined by three arbitrators, or a majority of them, one of whom shall be appointed by the said two arbitrators so to be appointed as aforesaid, within one calendar month from the date of the appointment of the arbitrator last appointed, and in case either party shall, for the space of one calendar month, neglect to appoint an arbitrator to act for them in the premises, after being duly notified in writing by the other party to make such appointment, then the said rent shall be determined by the arbitrator appointed by the party not so neglecting to make such appointment.

Provided, nevertheless, that notwithstanding anything to the contrary herein contained, that at the expiration of the term hereby granted, or of any renewal term to be granted under the provision in that behalf herein contained, the said lessors, their heirs or assigns, shall have the option of refusing to grant any further renewal lease of the said demised premises, but in such case the said lessors, their heirs or assigns, shall pay to the said lessees, their executors, administrators or assigns, the amount of a fair valuation of the buildings and improvements which shall at that time be erected and made on the lands and premises hereby demised, and over the said lane, such valuation to be determined by arbitration in the same manner as is hereinbefore provided with reference to obtaining the rental valuation for a renewal of this lease.

Proviso for re-entry by the said lessors on non-payment of rent or non-performance of covenant.

The said lessors hereby covenant with the said lessees for quiet enjoyment.

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

Signed, sealed and delivered in the  
presence of

A. L. JARVIS, as to signature of J. S. Demis.  
W. M. DUNCAN, as to signature of Henry Demis.  
H. J. G. SCOTT, as to signature of John Demis.  
WIDMER HAWKE, as to signature of E. O'Keefe  
and G. M. Hawke.

J. S. DENNIS.  
HENRY DENNIS.  
JOHN DENNIS.  
E. O'KEEFE.  
G. M. HAWKE.

## LEASE No. 7.

This Indenture, made (in triplicate) this first day of August, in the year of our Lord one thousand eight hundred and eighty-four, in pursuance of the Act respecting Short Forms of Leases, Between John Stoughton Dennis, of the City of Ottawa, in the County of Carlton, Esquire, John Dennis, of the Village of Parkdale, in the County of York, and Henry Dennis, of the Township of York, in the said County of York, gentleman, trustees under and executors of the will of the late Joseph Dennis, deceased, hereinafter called the lessors, of the first part; and George Hodgins, watchmaker, and Joseph William Sparrow, merchant, both of the City of Toronto, trustees under the will of the late William H. Sparrow, deceased, hereinafter called the lessees, of the second part.

Whereas, by indenture bearing date the first day of February, one thousand eight hundred and sixty five, and made between the said Joseph Dennis, of the first part, and John Nixon, of the second part, the said Joseph Dennis did demise and lease unto the said John Nixon, his executors, administrators and assigns, all and singular the lands and premises hereinafter mentioned and described, to hold the same unto the said John Nixon, his executors, administrators and assigns, for the term of 21 years, to be computed from the first day of February, one thousand eight hundred and sixty-three;

And whereas the said term of 21 years expired on the thirty-first day of January, one thousand eight hundred and eighty-four;

And whereas the said lessees were then the assignees of the said term;

And whereas the said lessors and lessees have, in pursuance of the agreement in that behalf in the said recited Indenture of Lease contained, appointed arbitrators for the purpose of settling, ascertaining and determining what yearly rent or sum of money shall be paid by the said lessees to the said lessors for the said premises for the term of 21 years hereby granted or intended so to be.

And whereas the said arbitrators have made their award within the time limited by the submission in that behalf entered into by the said lessors and lessees, and have thereby settled, ascertained, determined and awarded that the said yearly rent or sum of money to be paid by the lessees to the lessors for the said premises shall be the sum of twenty-seven dollars per foot of the frontage.

Now this indenture witnesseth, that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the said lessees, their executors, administrators and assigns, to be paid, observed and performed, the said lessors have demised and leased, and by these presents do demise and lease, unto the said lessees, their executors, administrators and assigns, all and singular that certain piece or parcel of land situate, lying and being on the east side of Yonge Street, and being composed of that part of Lot No. 1 on the north-east corner of Yonge and King Streets, described as follows: Commencing at a point on the east side of Yonge Street at the distance of one hundred and sixty-nine feet and nine inches northerly from the intersection of the east limit of Yonge Street and the north limit of King Street; thence easterly parallel with King Street ninety feet; thence northerly parallel with Yonge Street twenty feet; thence westerly parallel with King Street ninety feet to Yonge Street; thence southerly along the eastern limit of Yonge Street twenty feet to the place of beginning, containing by admeasurement one thousand eight hundred square feet, more or less.

To have and to hold the said demised premises for and during the term of 21 years, to be computed from the first day of February, one thousand eight hundred and eighty-four, and thenceforth next ensuing and fully to be completed and ended.

Yielding and paying therefor yearly and every year during the said term hereby granted unto the said lessors, their heirs, executors, administrators or assigns, the sum of five hundred and forty dollars, to be payable on the following days and times, that is to say, in equal portions on the first days of February and August in each and every year during the said term, without any deduction, defalcation or abatement whatsoever; the first of such payments from the first day of February last past to become due and be made on the day of the date hereof, and the next half-yearly payment to be made on the first day of February next.

And the said lessees covenant with the said lessors to pay rent and to pay taxes.

Proviso for re-entry by the said lessors on non-payment of rent or on non-performance of covenants.

The said lessors covenant with the said lessees for quiet enjoyment.

And it is hereby declared and agreed by and between the said parties to these presents, that at the expiration of said term of 21 years, they the said lessors, their heirs, executors, administrators or assigns, shall and will sign, seal and deliver another lease granting to the said lessees, their executors, administrators or assigns, a further term of 21 years of and in the said premises hereby demised, at a certain yearly rent therefor, to be settled and determined in manner hereinafter mentioned.

Provided always, that for the purpose of settling, ascertaining and determining what yearly rent or sum of money shall be paid for the said premises by the said lessees, their executors, administrators or assigns, on the granting of a further term of 21 years as aforesaid by the said lessors, their executors, administrators or assigns, each of the said parties shall nominate one indifferent person, and these two persons shall nominate a third person, and these three persons so nominated shall be arbitrators between the said parties, and shall have power to decide the amount of such yearly rent.

And it is further declared by and between the said parties hereto, that if, after the expiration of the said term of 21 years hereby granted, no other further term of 21 years shall by the mutual consent of the said parties be granted and taken of and in the said premises, then and in that case the value of the buildings now erected, or hereafter to be erected, on the said hereby demised premises by the said lessees, their executors, administrators or assigns, shall be ascertained and settled by arbitration in the same manner as is hereinbefore provided for settling and ascertaining the amount of rent to be paid for such further term, and upon such valuation the said lessors, their heirs or assigns, shall and will well and truly pay to the said lessees, their executors, administrators or assigns, the price or value of said buildings so to be settled and ascertained as aforesaid.

Provided always, that each of the said parties, their heirs, executors, administrators or assigns respectively, shall and do give to the other of them, their heirs, executors, administrators or assigns, six calendar months' notice before the expiration of the term of 21 years hereby granted of and in the said premises that he or they will not renew the said term according to the covenants hereinbefore contained.

And it is further declared and agreed by and between the said parties, that if the said lessors, their heirs, executors, administrators or assigns, do not pay the said sum or valuation so to be settled or ascertained in respect of the said buildings unto the lessees, their executors, administrators or assigns, within one month after the same shall have been so settled and determined as aforesaid, then and in such case it shall and may be lawful for the said lessees, their executors, administrators and assigns, to have, hold, occupy, possess and enjoy the said

hereby demised premises for a further term of 21 years, yielding and paying therefor to the said lessors, their heirs and assigns, the same yearly rent as shall have been paid therefor during each year of the term of 21 years which shall then have lately expired.

In witness whereof, the parties to these presents have hereunto set their hands and seals.

Signed, sealed and delivered in the presence of  
 JAMES R. DENNIS, as to the signature of Henry Dennis.  
 JAMES R. ROAF, as to the signature of J. S. Dennis and John Dennis.  
 GEO. MARTIN RAE, as to the signature of Hodgins and Sparrow.

J. S. DENNIS.  
 JOHN DENNIS.  
 HENRY DENNIS.  
 GEORGE HODGINS.  
 J. W. SPARROW.

### LEASE No. 8.

This Indenture, made (in triplicate) this first day of August, in the year of our Lord one thousand eight hundred and eighty-four, in pursuance of the Act respecting Short Forms of Leases, Between John Stoughton Dennis, of the City of Ottawa, in the County of Carlton, Esquire, John Dennis, of the Village of Parkdale, in the County of York, and Henry Dennis, of the Township of York, in the said County of York, gentleman, trustees under and executors of the will of the late Joseph Dennis, deceased, hereinafter called the lessors, of the first part; and George Hodgins, watchmaker, and Joseph William Sparrow, merchant, both of the City of Toronto, trustees under the will of the late William H. Sparrow, deceased, hereinafter called the lessees, of the second part.

Whereas, by indenture bearing date the tenth day of October, in the year of our Lord one thousand eight hundred and sixty-four, and made between the said Joseph Dennis, of the first part, and Henry Severn, of the second part, the said Joseph Dennis did demise and lease unto the said Henry Severn, his executors, administrators and assigns, all and singular the lands and premises hereinafter mentioned and described, to hold the same unto the said Henry Severn, his executors, administrators and assigns, for the term of 21 years, to be computed from the first day of February, one thousand eight hundred and sixty-three;

And whereas the said term of 21 years expired on the thirty-first day of January, one thousand eight hundred and eighty-four;

And whereas the said lessees were then the assignees of the said term;

And whereas the said lessors and lessees have, in pursuance of the agreement in that behalf in the said recited Indenture of Lease contained, appointed arbitrators for the purpose of settling, ascertaining and determining what yearly rent or sum of money shall be paid by the said lessees to the said lessors for the said premises for the term of 21 years hereby granted or intended so to be.

And whereas the said arbitrators have made their award within the time limited by the submission in that behalf entered into by the said lessors and lessees, and have thereby settled, ascertained, determined and awarded that the said yearly rent or sum of money to be paid by the lessors for the said premises shall be the sum of twenty-seven dollars per foot of the frontage.

Now this indenture witnesseth, that in consideration of the covenants and agreements hereinafter reserved and contained on the part of the said lessees, their executors, administrators and assigns, to be paid, observed and performed, the said lessors have demised and leased, and by these presents do demise and lease, unto the said lessees, their executors, administrators and



assigns, all and singular that certain piece or parcel of land situate, lying and being on the east side of Yonge Street, and being composed of that part of Lot No. 1 on the north-east corner of Yonge and King Streets, described as follows :

Commencing at a point on the east side of Yonge Street at the distance of one hundred and eighty-nine feet nine inches northerly from the intersection of Yonge Street and King Street; thence easterly parallel with King Street and along the boundary line of another lot leased to the said lessees ninety-nine feet ; thence northerly along the boundary line of a lot heretofore leased to the Honorable J. H. Cameron twenty feet ; thence westerly parallel with King Street ninety-nine feet to Yonge Street; thence southerly along the easterly limit of Yonge Street twenty feet to the place of beginning, containing by admeasurement nineteen hundred and eighty square feet, more or less.

To have and to hold the same demised premises for and during the term of twenty-one years, to be computed from the first day of February, one thousand eight hundred and eight-four, and thenceforth next ensuing and fully to be complete and ended.

Yielding and paying therefor yearly and every year during the said term hereby granted unto the said lessors, their heirs, executors, administrators and assigns, the sum of five hundred and forty dollars, to be payable on the following days and times, that is to say, in equal portions on the first days of February and August in each and every year during the said term, without any deduction, defalcation or abatement whatsoever.

The first of such payments to become due and be made on the day of the date hereof, and the next half-yearly payment to be made on the first day of February next.

And the said lessees covenant with the said lessors to pay rent and to pay taxes.

Proviso for re-entry by the said lessors on non-payment of rent or on non-performance of covenants.

The said lessors covenant with the said lessees for quiet enjoyment.

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

Signed, sealed and delivered in  
presence of

JAMES R. ROAF, as to J. S. Dennis  
and John Dennis.

JAMES R. DENNIS, as to signature  
of Henry Dennis.

GEO. MARTIN RAE, as to signature  
of Hodgins and Sparrow.

J. S. DENNIS.

JOHN DENNIS.

HENRY DENNIS.

GEORGE HODGINS.

J. W. SPARROW.

## ABSTRACT OF TITLE

*To that part of Town Lot No. 1, situate on the north-east corner  
of King and Yonge Streets, in the City of Toronto, owned  
by the late Joseph Dennis, Esquire, at the  
time of his death.*

Patent dated 20th May, 1801,—CROWN to CHARLES FIELD, of the Town of Niagara, yeoman, for  
the whole lot.  
(Certified copy of Patent produced.)

No. 277. 9th August, 1802.—Indenture of Bargain and Sale of this date made  
Between CHARLES FIELD, of the Town of Niagara, yeoman, of the one part; and  
THOMAS KNIGHT, of Montreal, yeoman, of the other part.  
Whereby the said Charles Field did grant, bargain and sell unto the said Thomas  
Knight, his heirs and assigns forever,  
All and singular that certain tract or parcel of land, lying and being situate in the  
Town of York, in the County of York, in the Home District of said province,  
known and described as Lot No. 1 on the north side of King Street, west of  
the reserve for public buildings, in the said town, containing one acre, more  
or less, together with all houses and outhouses thereon, and all and singular  
the hereditaments and appurtenances to the same belonging or in any wise  
appertaining.  
Memorial executed by Charles Field in the presence of Samuel Ridout, gentleman,  
and Thomas Ridout, M.P., both of York.  
Memorial registered on the 27th August, 1802, at noon, in the Registry Office for  
the County of York.  
(Certified copy of Memorial is produced.)

No. 374. E. R. 30th September, 1803.—Indenture of Bargain and Sale of this date made  
Between THOMAS KNIGHT, of the City of Montreal, yeoman, of the one part; and  
SARAH BOWKETT, of the Town of York, widow, of the other part:  
Witnesseth, that in consideration of £18, the said Thomas Knight did grant,  
bargain, sell, release and convey unto said Sarah Bowkett,

All and singular that certain tract or parcel of land situate, lying and being in the Town of York aforesaid, known and described by the northerly half of Lot No. 1, on the north side of King Street, west of the reserve for public buildings in the said town, containing the one-half of an acre, be the same more or less, which said tract or parcel of land is butted and bounded or may be otherwise known as follows, that is to say: Commencing on Toronto Street, at the centre of the said lot equidistant from the north-east and south-east angles thereof; then north 16 degrees west 104 feet, more or less, to the said north-east angle of said lot; then south 74 degrees west 208 feet; then south 16 degrees east 104 feet, more or less, to the centre of said lot; then north 74 degrees east 208 feet to the place of beginning; together with all and singular the houses, outhouses and other edifices thereon erected.

To have and to hold the said premises with their appurtenances free and clear from all incumbrances whatsoever unto the said Sarah Bowkett, her heirs and assigns forever, to the sole use of the said Sarah Bowkett, her heirs and assigns forever.

Executed by Thomas Knight and Sarah Bowkett in the presence of Joseph Hurst and Thomas Ridout, M.P.

Memorial registered on the 10th November, 1803, at nine o'clock in the forenoon, in Book B. E.R., page 894, in the Registry Office for the County of York, as No. 374 E.R.

Receipt for consideration money endorsed.

(Original Deed is produced.)

No. 1,086. 6th May, 1808.—By Indenture of this date made

Between THOMAS KNIGHT, of Montreal, late of York, yeoman, and DUNCAN CAMERON, his attorney, of the one part; and JOSHUA LEACH, of York, carpenter, of the other part:

Witnessed, that in consideration of £25, the said Thomas Knight did grant, bargain, sell, release and convey unto said Joshua Leach,

All and singular that certain parcel or tract of lands situate, lying and being in the Town of York, in the County of York, and Home District of the Province of Upper Canada, known and described by the southerly half of Lot No. 1 on the north side of King Street, west of the reserve for public buildings in the said Town of York, containing by admeasurement the one-half of an acre, be the same more or less, which said one-half of an acre of land is butted and bounded, or may be otherwise known as follows, that is to say: Commencing where a post has been planted on the north side of King Street marked  $\frac{1}{2}$ ; then north 74 degrees east 208 feet; then north 16 degrees west 104 feet, more or less, to the centre of the lot or lands granted by the said Thomas Knight to Sarah Bowkett; then south 74 degrees west 208 feet; then south 16 degrees east 104 feet, more or less, to the place of beginning; together with all houses, outhouses, hereditaments and appurtenances, to the said premises belonging.

To have and to hold unto the said Joshua Leach, his heirs and assigns, forever, to the only use of the said Joshua Leach, his heirs and assigns, forever.

Warranty given by Thomas Knight.

Executed by Thomas Knight, by his attorney, D. Cameron, and by Joshua Leach, in the presence of George Ridout and Thomas G. Ridout.  
 Receipt for consideration money endorsed.  
 Memorial registered on 9th May, 1808, in Liber C. E. R., fol. 528, for the County of York, as No. 1,086.

(The original Deed is produced.)

16th August, 1804.—Power of Attorney of this date made by Thomas Knight, of the City of Montreal, to Duncan Cameron, of York, merchant, to grant, bargain and sell three lots, tracts or parcels of land, situate, lying and being in the Home District in the Province of Upper Canada, more particularly described in the grants or deeds thereof, and to execute conveyances, etc.

Executed by Thomas Knight, in the presence of Isaac Todd and J. A. Gray, N.P. Registered in the Registry Office for the County of York, on the 7th day of May, 1808, in Book C. E. R., page 527.

(A certified copy of this Power of Attorney is produced.)

No. 2,475. 3rd June, 1815.—By Indenture of Bargain and Sale of this date made Between THOMAS DEARY, of Town of York, merchant, and SARAH DEARY, his wife (formerly SARAH BOWKETT), of the one part; and JOHN DENNIS, of the same place, shipwright, of the other part:

Witnesseth, that in consideration of £100, the said Thomas Deary and Sarah Deary, and each of them, did grant, bargain, sell, release and convey unto said John Dennis, his heirs and assigns, forever,

All and singular that certain parcel or tract of land and premises situate, lying and being in the Town of York, in the County of York aforesaid, being composed of the northerly half of Lot No. 1 on the north side of King Street, west of the reserve for public buildings in the said Town of York, containing by admeasurement one-half of an acre, be the same more or less, which said parcel or tract of land is butted and bounded, or may be otherwise known as follows, that is to say: Commencing on Toronto Street at the centre of the said lot, equidistant from the north-east and south-east angles of the said lot; then north 16 degrees west 104 feet, more or less, to the said north-east angle of said lot; then south 74 degrees west 208 feet, more or less, to the western limit of the said lot; then south 16 degrees east 104 feet, more or less, to the centre of the said lot; thence north 74 degrees east 208 feet, more or less, to the place of beginning.

To have and to hold unto the said John Dennis, his heirs and assigns, forever, to the sole use of the said John Dennis, his heirs and assigns, forever.

Covenantants for good title, quiet enjoyment and further assurances.

Executed by Thomas Deary and Sarah Deary, his wife, and John Dennis, in presence of Ezekiel Benson and George T. Denison.

Receipt for consideration money endorsed.

Memorial duly registered on 6th June, 1815, at 3 p.m., in the Registry Office for the County of York, in Book E., folios 277 and 278, as No. 2,475.  
Certificate of Thomas Scott, Chief Justice, as to free execution of deed by Sarah Deary, endorsed.

(The original Deed is produced.)

No. 2,482. 18th June, 1814.—By Indenture of Bargain and Sale of this date made Between JOSHUA LEACH, of the Town of York, carpenter, and MARY LEACH, his wife, of the one part, and JOHN DENNIS, of the same place, of the other part: Witnesseth, that in consideration of £400, the said Joshua Leach and Mary Leach did grant, bargain, sell, release and convey unto the said John Dennis, his heirs and assigns,

All and singular that certain parcel or tract of land and premises situate, lying and being in the Town of York, County of York, and composed of the southerly half of Lot, No. 1 on the north side of King Street, west of the reserve for Public Buildings in the said Town of York, containing by admeasurement the one-half of an acre, be the same more or less, which said one-half of an acre of land is buttred and bounded or may be otherwise known as follows: that is to say: Commencing where a post has been planted on the north side of King Street marked  $\frac{1}{2}$ ; then north 74 degrees east 208 feet; then north 16 degrees west 104 feet, more or less, to the centre of the said lot; then south 74 degrees west 208 feet; then south 16 degrees east 104 feet, more or less, to the place of beginning, together with all the hereditaments and appurtenances. To have and to hold unto the said John Dennis, his heirs and assigns forever, to the sole use of the said John Dennis, his heirs and assigns forever.

Covenants for good title, quiet enjoyment and further assurances.

Mary Leach bars dower for the consideration of 5s.

Receipt for consideration money endorsed.

Executed in presence of Andrew O'Keefe and Ezekiel Benson.

Memorial registered in the Registry Office for the County of York, on the 18th June, 1815, at 4 p.m., in Book E., folios 283 and 284, as No. 2,482.

(The original Deed is produced.)

28th February, 1832.—Will of JOHN DENNIS, all to his wife for life.  
Proceeds of the corner house going to Joseph for maintaining his family after death of wife; he leaves to sundry devisees various lands, and gives as follows:—

"I give to Joseph Dennis, for his children, all the lands I have on the Humber, being 556 acres, more or less; any other lands I may now or hereafter have I may add."

In witness, etc., etc.

Signed, sealed, published and declared to be the last will and testament of the aforesaid John Dennis, by him the said John Dennis, in presence of the testator.

(Sgd.) Thos. Phillips.

(<sup>c</sup>) Elijah W. Dutcher.

(<sup>c</sup>) Thos. Verge.

(<sup>c</sup>) Gardner Bostwick.

(<sup>c</sup>) George Bostwick.

(Sgd.)

JOHN DENNIS. [L. S.]

The said will was duly proved in the Court of Probate for Upper Canada, and is now deposited in the Court of Chancery for Upper Canada, "pursuant to the provisions of the Surrogate Courts Act, 1858."

(Certified copy of this Will is produced.)

No. 13,031. 15th June, 1836.—Indenture of Bargain and Sale of this date made

Between JOSEPH DENNIS, of the Township of York, gentleman, of the one part; and

THOMAS BELL, the younger, of the City of Toronto, merchant of the other part,

Whereby, for and in consideration of £112, the said Joseph Dennis did grant, bargain, sell, alien, transfer, convey and confirm unto the said Thomas Bell, the younger, his heirs and assigns,

All and singular that certain parcel or tract of land and premises situate in the City of Toronto, in the Home District, and Province aforesaid, being composed of part of Lot No. 1 on the north side of King Street, and west of the land reserved for public purposes, which said piece, parcel or tract of land and premises is butted and bounded or may be otherwise known as follows, that is to say: Commencing on a point on the east side of King Street 80 feet northerly from the junction of Yonge Street and King Street; then easterly 80 feet, then northerly 33 feet, then westerly 80 feet; then along Yonge Street 33 feet to the place of beginning, together with all and singular the tenements, hereditaments and appurtenances thereto belonging.

To have and to hold unto and to the use of the said Thomas Bell, the younger, his heirs and assigns, forever.

Execution witnessed by Silas Benjamin Fairbanks, of the City of Toronto, gentleman.

Memorial registered in the Registry Office for the County of York, on the 30th June, 1836, at  $\frac{1}{4}$  past 9 a.m., as No. 13,031.

(Certified copy of the Memorial of this Deed is produced.)

No. 13,178. 26th July, 1836.—By Indenture of Mortgage of this date made

Between JOSEPH DENNIS, of the Township of York, in the Home District, yeoman, devisee of JOHN DENNIS, late of the City of Toronto, ship carpenter, deceased, of the first part; MARY DENNIS, of the same place, wife of the said party of the first part, of the second part; and JOHN BELL, of the City of Toronto, in the Home District and Province of Upper Canada aforesaid, Esquire, of the third part:

Witnesseth, that in consideration of £1,000 in hand well and truly paid, the said party of the first part did grant and mortgage unto the said party of third part, his heirs and assigns,

All that part of lot number one on the corner of King Street and Yonge Street, being the north-east corner lot, and described as follows, that is to say: Commencing at the south-west angle of the said lot number one and at the angle formed by the intersection of King Street with Yonge Street; then easterly about north seventy-four degrees east along the north side of King Street eighty feet five inches; then northerly parallel with Yonge Street eighty feet; then westerly parallel with King Street eighty feet five inches; more or less, to Yonge Street; then southerly along the east side of Yonge Street to the place of beginning; together with all and singular the houses, outhouses, hereditaments and appurtenances thereto belonging.

To have and to hold to the said party of the third part, subject to the limitations, provisos and conditions expressed in the original grant from the Crown.

Proviso for redemption on payment of £200, with interest thereon at six per cent. per annum, on the days and times and in the manner in the said mortgage set out.

Memorial witnessed by Robert Bell Miller, of the City of Toronto, gentleman, and memorial signed by grantee under his hand and seal at Toronto, on 4th August, 1836.

Registered in the Registry Office for the County of York, on 30th August, 1836, at 11 a. m., as No. 13,178.

(A certified copy of the Memorial of this Deed is produced.)

No. 15,679. 6th December, 1838.—Above mortgage discharged by John Bell, and registered on the 6th day of December, 1838, at 10 a. m., as No. 15,679.

No. 16,927. 28th January, 1840.—By Indenture of Bargain and Sale of this date made

Between THOMAS BELL, the younger, of the City of Toronto, gentleman, of the first part; CATHARINE BELL, of the same place, his wife, of the second part; and JOSEPH DENNIS of the Township of York, of the third part:

Witnesseth, that in consideration of £112,

The said Thomas Bell, the younger, did grant, bargain, sell, alien, assign, transfer and set over unto the said Joseph Dennis, his heirs and assigns, forever,

All and singular that certain parcel or tract of land and premises situate, lying and being in the City of Toronto, being composed of part of Lot No. 1 on the north side of King Street, and west of the lands reserved for public purposes, which said piece or parcel or tract of land and premises is butted and bounded or may be otherwise known as follows, that is to say: Commencing at a point on the east side of Yonge Street 80 feet northerly from

the junction of Yonge Street and King Street; then easterly 80 feet; then northerly 33 feet; then westerly 80 feet; then along Yonge Street 33 feet to the place of beginning, together with the hereditaments and premises in any wise appertaining.

To have and to hold unto the said Joseph Dennis, his heirs and assigns, forever, to the sole use of the said Joseph Dennis, his heirs and assigns, forever.

Covenants for good title, right to convey, quiet enjoyment and further assurances. Dower barred.

Executed by Thomas Bell and Catharine Bell, in presence of John Bell and S. B. Fairbanks.

Receipt for consideration money endorsed.

Memorial registered in the Registry Office for the County of York, on the 31st day January, 1840, at 1 p.m., in Liber W., folio 818, as No. 16,927.

(The original Deed is produced.)

No. 25,223 6th September 1845.—Indenture of this date by way of mortgage,

Between JOSEPH DENNIS, of the Township of York, in the Home District, yeoman, of the first part, and WILLIAM PROUDFOOT, of the said City of Toronto, Trustee of the Home District Savings Bank, of the second part:

Witnesseth, that the said Joseph Dennis for and in consideration of a loan of the sum of £300 sterling, with interest, mortgaged unto the said William Proudfoot, as such trustee as aforesaid, his heirs and assigns,

All and singular that certain piece or parcel of land situate, lying and being on the east side of Yonge Street, in the Ward of St. David, in the said City of Toronto, being composed of part of Lot No. 1 on the corner of Yonge Street and King Street, and admeasured as follows, that is to say: Commencing at a point on the east side of Yonge Street at the distance of 189 feet 9 inches northerly from the junction of Yonge Street and King Street; thence easterly parallel with King Street and along the boundary line of a lot leased to William Nixon 99 feet; thence northerly along the boundary line of a lot leased to Samuel Shaw 20 feet; thence westerly parallel with King Street 99 feet to Yonge Street; thence southerly along the easterly limit of Yonge Street 20 feet to the place of beginning, containing by admeasurement 1,980 square feet, more or less, and with a right of way to the rear of the said lot, by a lane from the gateway or lane running into Samuel Shaw's lot, 9 feet in width, being in the rear of the lot leased to the said William Nixon, and which by a certain indenture of lease, bearing date on or about the 27th day of November, A.D. 1841, was demised by the said Joseph Dennis to one Robert Dwyer therein named for the term of 21 years from the first day of February, 1842, at the yearly rent of £25.

And also all and singular that certain other piece or parcel of land situate, lying and being on the said east side of Yonge Street, in the ward and city aforesaid, being composed of the other part of the said Lot No. 1, on the corner of Yonge Street and King Street aforesaid, and may be otherwise known as follows, that is to say: Commencing on a point on the east side of Yonge Street at the distance of 169 feet 9 inches northerly from the aforesaid junction of Yonge Street and King Street; then easterly parallel with King Street 90 feet; then



northerly parallel to Yonge Street 20 feet; then westerly parallel with King Street 90 feet to Yonge Street; then southerly along the easterly limit of Yonge Street 20 feet to the place of beginning, and which by a certain indenture of lease, bearing date on or about the 27th day of November, 1840, was demised by the said Joseph Dennis to one William Nixon therein named, for the term of 21 years from the 1st day of February then next ensuing, at the yearly rent of £25.

To have and to hold the said several pieces or parcels of land, and every of their appurtenances, unto the said William Proudfoot, as such trustee as aforesaid, subject to the proviso for redemption.

Provided, that if the said Joseph Dennis, his heirs, executors or administrators, shall well and truly pay, or cause to be paid, to the said William Proudfoot, as such trustee as aforesaid, his executors, administrators or assigns, the just and full sum of £300, with interest for the same after the rate of six per centum per annum, on or before the 1st October, 1847, without any deduction or abatement whatsoever, then this Indenture and every clause, covenant, matter and thing to be absolutely void to all intents and purposes whatsoever.

Executed by Joseph Dennis, in the presence of Charles R. Bell.

Receipt for consideration money endorsed.

Memorial registered on the 9th September, 1845, at 12 noon, in the Registry Office for the County of York, as No. 25,223.

Receipt endorsed on original mortgage for full amount of principal and interest.

Discharged by No.

(The original Mortgage is produced.)

No. 33,333. 9th January, 1849.—Indenture by way of Mortgage of this date

Between JOSEPH DENNIS, of the Village of Weston, in the Township of York, Esquire, of the first part; and CHARLES BEREZY, of the City of Toronto, Esquire, President of the Toronto Building Society, and WILLIAM CHISHOLM Ross, of the same place, gentleman, Treasurer of the said Society, of the second part; and MARGARET DENNIS, wife of the said party of the first part, of the third part:

Witnesseth, that in consideration of £300 advanced by the parties of the second part to the said party of the first part, he the said party of the first part did grant and mortgage

All that certain parcel or tract of land and premises situate, lying and being in the City of Toronto, and being composed of part of Lot No. 1 on the north side of King Street, west of the reserve for public buildings, and may be more particularly described thus: Commencing at a point on King Street 63 feet from the south-east corner of said lot; then running back north one hundred feet; thence westwardly parallel with King Street 18 feet; thence south 100 feet until it strikes King Street, thence along King Street 18 feet to the place of beginning.

To have and to hold to the said parties of the second part, their successors and assigns, upon trust to and for the benefit and behalf of the said society.

Executed by Joseph Dennis and Margaret Dennis, in the presence of Amilius Irving.

Receipt for consideration money endorsed,

Margaret Dennis barred her dower in consideration of 5s.

Registered in the Registry Office for the County of York, on the 12th January, 1849, at 10 minutes past 11 a.m., in Liber 27, page 488, as No. 33,333.

No. 61,934. A certificate discharging the above (as endorsed on the original mortgage) is recorded in the Registry Office for the County of York, on the 1st April, 1856, at 20 minutes to 1 p.m., in Liber 27, folio 488, as No. 61,934.

(The original Mortgage is produced.)

No. 1,842. 3rd September, 1860.—Indenture by way of Mortgage of this date made

Between JOSEPH DENNIS, of the Village of Weston, in the County of York, gentleman, of the first part, JOHN WILLSON, of the Township of York, Esquire, Clerk and Treasurer of the corporation of the Township of York, of the second part, and MARGARET DENNIS, wife of the said party of the first part, of the third part:

Witnesseth, that in consideration of the sum of £251 3s. 1d. advanced and paid to the said party of first part by the said party of second part (receipt acknowledged) said party of first part doth grant and mortgage

All those certain parcels or tracts of land and premises situate, lying and being in the City of Toronto, in the said County of York, being composed of parts of Lot No. 1 on the north side of King Street, west of the reserve for public buildings and which said parcels of land are butted and bounded and may be otherwise known as follows: First, commencing at a point on the east side of Yonge Street at the distance of 169 feet 9 inches northerly from the junctions of Yonge Street and King Street; then easterly parallel with King Street 90 feet; then northerly parallel to Yonge Street 20 feet; then westerly parallel with King Street 90 feet to Yonge Street; then southerly along the easterly limit of Yonge Street 20 feet to the place of beginning, subject to a lease made by the said Joseph Dennis to one William Nixon, dated the 27th day of November, 1841; and second, commencing at a point on the east side of Yonge Street at the distance of 189 feet 9 inches northerly from the junction of Yonge Street and King Street; thence easterly parallel with King Street and along the boundary line of the said first above described parcel of land 99 feet; thence northerly along the boundary line of a lot leased by the said Joseph Dennis to Samuel Shaw 20 feet; thence westerly parallel with King Street 99 feet to Yonge Street; then southerly along the easterly limit of Yonge Street 20 feet to the place of beginning, subject to a lease made by the said Joseph Dennis to one Robert Dwyer, dated the 27th day of November, 1841.

To have and to hold the said lands and premises to the use of the said party of the second part, his heirs and assigns forever, subject to a proviso for repayment of the said principal sum of £251 3s. 1d. on or before 3rd September, 1863, and interest thereon in the meantime at the rate of 8 per cent. per annum, yearly, on the third day of September in each and every year, until the said principal sum be fully paid and satisfied.

And the said Indenture also witnessed that the party of the third part, wife of the said party of the first part, for and in consideration of the sum of 5s. of lawful money of Canada to her paid by the said party of the second part, released all her dower and right or title of dower whatsoever in the said lands.

Executed by Joseph Dennis and Margaret Dennis in the presence of John Dennis. Receipt for consideration money endorsed.

Registered in the Registry Office for the City of Toronto, on the 3rd of September, 1860, at 1.50 p.m., in Liber D, fol. 139, as No. 1,842.

No. 6,002 A. Certificate endorsed on original mortgage that a discharge of the above mortgage by "the Corporation of the Township of York" was duly registered at 2.35 of the clock p.m., on the 7th day of December, A.D. 1872, in book A 9 for East Toronto, as No. 6,002 A.

(The original Mortgage is produced.)

No. 6,995 6th February, 1864.—By Indenture of this date by way of Mortgage made Between JOSEPH DENNIS, of the Village of Weston, in the County of York, Esquire, of the first part, THE FREEHOLD PERMANENT BUILDING AND SAVINGS SOCIETY, of the City of Toronto, of the second part, and MARGARET DENNIS, wife of the said party of the first part, of the third part:

Witnesseth, that in consideration of the sum of \$4,600 advanced to the party of the first part by the said parties of the second part, the receipt whereof was acknowledged, he the said party of the first part did grant and mortgage

All that certain parcel or tract of land and premises situate, lying and being in the City of Toronto, in the County of York, being composed of the south half of Lot No. 1 on King Street, west of the reserve for public buildings in the Town of York, containing by admeasurement half an acre, be the same more or less, excepting and reserving from out the said half acre that certain portion thereof sold and conveyed by the said party of the first part and wife to John Bell, of the City of Toronto, in the County of York, by Deed of Bargain and Sale dated the 29th day of September, A.D. 1838, and registered on the 8th day of October following, in the Registry Office for the County of York, memorial being numbered 15,522;

Subject to a proviso for repayment amounting in all to the sum of \$5,060, payable as follows: \$230 on the day of the date hereof; \$230 at the expiration of six months; and the sum of \$4,600 at the expiration of one year,

And the said party of the third part, in consideration of 5s. of lawful money aforesaid, released her dower and all right and title thereto.

Executed by Joseph Dennis and Margaret Dennis in the presence of M. Gaviller. Receipt for consideration money endorsed.

Registered on 8th February, A.D. 1864, at 10.9 a.m., in Liber H, fol. 426, as No. 6,995.

No. 9,556. This Mortgage is discharged by No. 9,556, registered on 5th September, 1866.

(The original Mortgage is produced.)

- No. 8,159. 11th March, 1865.—LISPENDENS in a suit  
Between ALEXANDER HAMILTON, plaintiff, and JOHN STOUGHTON DENNIS and  
JOSEPH DENNIS, defendants.
- No. 10,873. 26th June, 1866.—Decree in above suit dismissing action and duly registered in the  
Registry Office on 15th December, 1874, as No. 10,873.  
(An office copy of this Decree is produced.)

No. 8,912. 13th December, 1865.—By Indenture of this date by way of Mortgage made  
Between JOSEPH DENNIS, of the Village of Weston, in the County of York, Esquire,  
of the first part, THE FREEHOLD PERMANENT BUILDING AND SAVINGS SOCIETY,  
of the City of Toronto, of the second part, and MARGARET DENNIS, wife of the  
said party of the first part, of the third part :

Witnesseth, that in consideration of the sum of \$4,600 advanced to the party of  
the first part by the parties of the second part, receipt acknowledged, the said  
party of the first part did grant and mortgage to the parties of the second  
part

All that certain parcel or tract of land and premises situate, lying and being in  
the City of Toronto, in the County of York, and being composed of the south  
half of Lot No. 1 on King Street, west of the reserve for public buildings in  
the Town of York, containing by admeasurement half an acre, be the same  
more or less, excepting and reserving from out the said half acre that certain  
portion thereof sold and conveyed by the said party of the first part and wife  
to John Bell, of the City of Toronto aforesaid, by Deed of Bargain and Sale  
dated the 29th day of September, A.D. 1838, and registered on the 8th day  
of October following, in the Registry Office for the County of York, memorial  
being numbered 15,522.

To have and to hold unto the said parties of the second part, their successors and  
assigns, with a proviso for redemption by party of first part by paying as  
follows, that is to say : The sum of two hundred and thirty dollars on the 8th  
day of August, A.D. 1866, and the sum of four thousand eight hundred and  
thirty dollars on the eight day of February, A.D. 1867.

And the said party of the third part, in consideration of 5s., barred her dower in  
the said lands.

Executed by Joseph Dennis and Margaret Dennis in the presence of J. Stoughton  
Dennis.

Receipt for consideration money endorsed.

Registered in the Registry Office for the City of Toronto, on the 29th day of  
December, A.D. 1865, at 2.27 p.m., in Liber L, fol. 476, as No. 8,912.

No. 9,557. This Mortgage is discharged by No. 9,557, registered in the Registry Office on the  
5th September, 1866.

(The original Mortgage is produced.)

No. 9,002. 31st January, 1866.—Indenture of Grant of this date made

Between JOHN STOUGHTON DENNIS, of the City of Toronto, in the County of York, Esquire, HENRY DENNIS, of the Township of York, gentleman, JOHN DENNIS, of the said township, gentleman, MARTHA ANNE GENTLE, the wife of William Gentle, of the same township, gentleman, and the said WILLIAM GENTLE, of the first part; and JOSEPH DENNIS, of the said Township of York, Esquire, of the second part.

Disclaims all rights and grants and conveys all claims the parties of the first part may have under the will of the late John Dennis in Lot No. 1, old survey, in the former Town of York, now in the City of Toronto, which property is described in the said will as Boswarths, or the Corner House, and so set at rest all questions in reference thereto, and confirm to the said party of the second part the fee simple and inheritance absolutely of, in and to the said lot.

Consideration, \$1.

Executed by J. Stoughton Dennis, Henry Dennis, John Dennis, Martha Gentle and William Gentle, in the presence of George Bostwick, and affidavit of verification made by George Bostwick.

Acknowledgement of execution by Martha Anne Gentle taken before George Bostwick, J.P., and W. R. Wadsworth, J.P., as voluntarily and without coercion on the part of her husband.

Registered on February 2nd, 1866, as No. 9,002.

(A certified copy of this Release is produced.)

No. 9,552. 1st August, 1866.—By Indenture of Mortgage of this date made

Between JOSEPH DENNIS, of the Village of Weston, in the County of York, Esquire, of the first part; WILLIAM MORTIMER CLARK, of the City of Toronto, Esquire, WILLIAM TOPP, of Ashgrove, in the County of Elgin, in that part of Great Britain called Scotland, Esquire, and the Rev. ALEXANDER TOPP, of the said City of Toronto, one of the ministers of the Canada Presbyterian Church, trustees, of the second part; and MARGARET DENNIS, wife of the said mortgagor, of the third part:

Witnesseth, that in consideration of \$4,600 paid to the party of the first part by the parties of the second part, receipt acknowledged, the said party of the first part did grant and mortgage

All and singular that certain parcel or tract of land and premises situate, lying and being in the City of Toronto, in the County of York, containing by admeasurement half an acre, be the same more or less, and consisting of the southerly half of Lot No. 1 on the corner of King Street and Yonge Streets, in the old Town of York, and having a frontage of 208 feet on King Street and 104 feet on Yonge Street, excepting and reserving out of the above that certain portion owned by one John Bell and described in a deed thereof to him dated the 29th day of September, and registered in the Registry Office for the County of York on the 8th day of October, in the year of our Lord one thousand eight hundred and thirty-eight.

Provided, the said mortgage to be void on payment of \$4,600, with interest at 8 per cent. per annum, as follows, that is to say: The principal sum on the 1st August, 1871, and the interest by equal half-yearly payments on the 1st days

of February and August in each and every year, until the said principal sum shall have been fully paid and satisfied.

And the said Margaret Dennis, wife of the said mortgagor, barred her dower in the said lands.

Executed by Joseph Dennis and Margaret Dennis, in the presence of John Dennis and Henry Dennis, and affidavit of due execution made by John Dennis.

Receipt for consideration money endorsed.

Registered on 3rd September, A.D. 1866, at 12.30 p.m., in Liber N, in the Registry Office for the City of Toronto, as No. 9,552.

No. 11,812 A. Discharge of the above mortgage by William M. Clark *et al*, duly registered in the Registry Office for the City of Toronto, at 11.25 a.m., on the second day of December, A.D. 1875, in Book A 20 for East Toronto, as No. 11,812 A.

(The original Mortgage produced.)

No. 10,630 G.R. 14th April 1864.—Will of Joseph Dennis bearing this date

Sets out that the testator being seized in fee of all and singular certain pieces or parcels of land situate on King Street, being composed of part of Lot No. 1 on the north side of King Street, in the City of Toronto, then under lease to divers persons.

He gave, devised and bequeathed the said pieces and parcels of land unto his three sons, John Stoughton Dennis, Henry Dennis, and John Dennis, to have and to hold to the said three sons, or the survivors or survivor of them, and to their heirs and assigns forever in trust to and for the ends, intents and purposes following, that is to say :

In the first place to pay all his just debts and funeral expenses. Secondly, to pay unto his wife Margaret Dennis, out of the annual rents, issues and profits of the said parcels of land, the sum of £75 currency, in each year during her natural life, by quarterly payments.

The residue and remainder of the said annual rents and profits to be equally divided between all my children who shall be living at my decease, and the children, if any, that may have died, to inherit the deceased parents share, as hereinafter particularly set forth; the testator's three sons to retain an equal share with the rest of the children of the testator.

He also gave to his said trustees or the survivors or survivor of them, or the heirs, executors or administrators of the survivor of them, power to sign, seal and deliver further or other leases necessary, to confirm or renew old leases or to grant new ones.

The testator also provided in his said will as follows :

“ And whereas trouble and discontent may arise among my family with regard to  
 “ the property which I own in the City of Toronto on account of it being put out  
 “ of the power of my trustees to sell or dispose of said property, I hereby order,  
 “ direct and fully authorize at and after twenty years after my death, my trustees  
 “ to whom I have hereinbefore demised my Toronto property in trust, or the  
 “ survivors or survivor of them, or the heirs, executors or administrators of the  
 “ survivor of them, to absolutely sell and dispose of my said property in Toronto  
 “ to the best advantage, provided only that it be the wish of a majority of my

"heirs who may then be living to do so and not otherwise, and the proceeds thereof to be equally divided between them all, sons and daughters, share and share alike; and I further will and direct that any of my children that may have died previous to my decease, in such case the children of such so dying, if any, shall inherit the share of the deceased parent equally among them."

The testator appointed his said three sons executors and trustees of his said will and purposes, and he revokes all other wills by him previously made.

Signed and sealed by the said Joseph Dennis on the 14th day of April, 1864.

The attestation claim is as follows:

"Signed, sealed, published and declared by the said testator, Joseph Dennis, Esquire, as and for his last will and testament, in the presence of us, who, at his request and in his presence, and in the presence of each other, have hereto subscribed our names as witnesses."

Signed,

"JOHN PAUL,

"JAMES MAGEE."

On the 8th day of September, 1866, the said testator executed a codicil to his said will, but it does not in any way effect his King Street property.

The said Joseph Dennis died on or about the 17th day of June, 1867, and probate of the said will and codicil were on the 4th day of July, 1867, duly granted to John Stoughton Dennis, Henry Dennis, and John Dennis, the executors named in the said will.

The said will and codicil were duly registered in the Registry Office of the City of Toronto, on the 2nd day of August, 1867. General Register, Vol. 1, No. 10,630.

(The original Probate is produced.)

There is also a memorandum abstract shewing the leases, the assignments of leases and the registrations affecting the remainder of said Lot 1, in the office of Messrs. Roaf & Roaf, solicitors for the trustees, which is open for inspection, and of which purchasers or intending bidders can obtain copies at their own expense if they desire copies.

Abstracted by

ROAF & ROAF,

SOLICITORS,

29 KING STREET W., TORONTO.

TORONTO, 4th June, 1887.

## CONDITIONS OF SALE.

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1. Parcels Nos. 1, 2, 3, 4 and 5 will be put up for bidding per foot frontage on King Street. Parcel No. 6 will be put for bidding *en bloc*. Parcels Nos. 7, 8, 9 and 10 will be put up for bidding per foot frontage on Yonge Street.

2. No person shall at bidding advance less than \$50, and no bidding shall be retracted. The highest bidder shall be the purchaser. If any dispute arise respecting the last or highest bidding for any property, the property shall be put up again at a former bidding. The property will be sold subject to a reserve bid.

3. Each purchaser at the time of sale shall sign the subjoined agreement for the completion of the purchase, and will be required to pay his purchase money in the following manner, viz.:

A deposit equal to ten per cent. of the purchase money to be paid to the vendors or their solicitors at the time of sale, the residue of the purchase money to be paid to the said vendors, with interest from 1st October, 1887, within thirty days thereafter; and upon payment of such residue, the purchaser shall be entitled to his conveyance and to be let into possession (where no tenancy exists), and into the receipt of the rents and profits (where a tenancy exists).

4. The purchaser shall be entitled to the rents and profits from 1st October, 1887, and taxes and other rates shall also be apportioned from the said 1st October, 1887.

5. Each purchaser is to search the title at his own expense. The conveyance shall be prepared by the vendors' solicitors at the expense of the purchaser.

6. The vendors are not to be required to deliver any abstract of title other than a printed copy of the abstract as set out in the book hereto annexed, and the purchaser hereby acknowledges the receipt of a copy of such abstract, and the vendors will only produce such title deeds, abstracts or muniments of title, or copies of them, as are in their possession. The purchaser can have copies of the said deeds and copies as produced, and also of the memorandum abstract in the possession of the vendors' solicitors, if the purchaser requires such copies, at his own expense.

7. Objections to the title, if any, must be in writing, and must be served on the vendors' solicitors within ten days after sale, otherwise the purchaser will be deemed to have accepted the title. Should any objections be made to the title which the vendors are unable or unwilling to remove, the sale will be cancelled, and the money paid by the purchaser will be refunded, without interest, and the purchaser will have no claim for damages or costs.

8. If the purchaser shall fail to comply with the conditions aforesaid, or any of them, the deposit, or any payment made on such purchase, shall be forfeited to the vendors, and the premises may be resold, and the deficiency, if any, by such resale, together with the charges attending the same, or occasioned by the defaulter, are to be made good by the defaulter.



## AGREEMENT TO PURCHASE.

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I hereby agree to purchase from John Dennis and Henry Dennis, the surviving trustees under the will of the late Joseph Dennis, Parcel No. as set out and described in the notice of sale in the book hereto annexed, at and for the price of

being at the rate of  
dollars per foot frontage of said Parcel No. subject to the terms and conditions set out  
in the above conditions of sale.

In witness whereof, I have hereto set my hand this 24th day of September, A.D. 1887.

Witness

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# SALE OF LEASE

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At the same time and place as the sale of Freehold Property within described, there will be offered for sale the Valuable Lease of Messrs.

## AIKENHEAD & CROMBIE

In PARCEL No. 1

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This Lease is for 21 years

### From 1st of SEPTEMBER, 1880

At an annual rental of \$1,700, payable quarterly, and is renewable perpetually. The Lease is set forth in full as Lease No. 1, in the Schedule of Leases in this book contained.

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The purchase of this Lease, together with Parcels 1 and 2, will give the

## MOST MAGNIFICENT BUSINESS SITE

To be obtained in the City of Toronto, with a

Frontage on King St. of 80 ft. by a frontage on Yonge St. of 90 ft.

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Terms and Conditions of Sale will be made known on day of sale, or on application to Messrs. Aikenhead & Crombie, on the premises; to the Auctioneers, or to

### ROAF & ROAF,

*Solicitors, 29 King St. West, Toronto.*

