

[LOWER CANADA]

James McGill's Will, 1811

[1] This is the last Will and testament of me the Honorable James McGill of the City of Montreal in the Province of Lower Canada, Esquire. [5]

Being in good health and of sound mind memory and understanding, but aware of the uncertainty of the continuance of these advantages, and desirous while I am in possession of them, of regulating the disposal of my property after my decease, I do make publish and declare this my last Will and testament in manner and form following. [2]

[1] I do will and direct all my just debts and funeral and testamentary expenses to be paid forthwith after my decease by my Executors herein after named.

[2] I do hereby ratify and confirm the settlement heretofore made upon my dear Wife Charlotte Guillimin, to be paid and received by her over and above the bequests and devises herein after made and granted.

[3(1)] I do give and devise all that lot of ground, dwelling house buildings and premises, situated at the corner of the New Market in Notre Dame Street in the said City of Montreal, which are now in my occupation, with their appurtenances, unto my said dear wife for and during her life, she keeping the said dwelling house buildings and premises in reasonable and tenantable repair;

[3(2)] and I do give and devise all the said lot of ground, dwelling house and buildings and premises, with their appurtenances, from and immediately after the decease of my said Wife, to her son Francis Desrivieres of the City of Montreal aforesaid Esquire, his heirs and assigns for ever.

[4] I do give and bequeath to my said Wife an annuity or yearly sum of six hundred pounds [3] [4] [5] current money of the Province of Lower Canada to be paid by her by even and equal half yearly payments, each and every year during her life.

I do also give and bequeath all my household goods and stores, furniture, household linen and utensils, plate pictures, china ware, horses carriages, implements of husbandry, cattle, live and dead stock, in or about my houses in town and country, unto my said dear Wife, for her own use and to be disposed of as she may think fit, excepting nevertheless, out of this bequest, my gold watch and a silver cup hereinafter bequeathed.

I give and devise all and every the lots, tracts and parcel of land, lands and tenements, situated in the Township of Stanbridge in the District of Montreal, whereof I am seized or possessed, jointly with Isaac Todd Esquire, or severally in any manner howsoever, to the said Francis Desrivieres Esquire, his heirs and assigns for ever, subject to nevertheless and charged and chargeable

with all and every the rights dues and duties which may be due upon or in respect thereof, and more particularly with the payment of all and every the sum and sums of money which now are or hereafter may become due or owing by me to the succession of the late Hon: Hugh Finlay, deceased, or to which the said succession may be in any wise entitled by reason

of the purchase of the said lands and tenements from him, or

of any agreement or agreements entered into with him or with the Curator to his vacant Succession touching and concerning the said lands and tenements;

[3] [The currency unit in Upper and Lower Canada in 1811 was called the pound but it was not at par with the British pound sterling. British money was rare in the colonies and the prevailing currency was "Spanish dollars", also known as "pieces of eight" or "pesos", and apparently similar to what had become the American dollar. One Canadian pound = five Spanish dollars. The exchange rate between Spanish dollars and British pounds sterling for most of this era was such that one Canadian pound = 16 s 5/4 d, or 0.821875 pound sterling.]

[4] [In 1811 the British pound represented 3.58 troy ounces of silver. The Canadian pound was 0.821875 of an English pound (see footnote above); it represented about 2.94 troy ounces of silver. The modern (2022) Canadian price of silver is \$28.33 per troy ounce. So the 1811 Canadian pound equated to Can\$83 in silver today, and a gift of Can£600 would be like Can\$50,000 in silver today. A more elaborate comparison based on prevailing income levels (GDP *per capita*) in England in 1811 (£33) and in Canada in 2022 (about Can\$70,000) suggests this Can£600 gift, converted to UK£493, would be more like Can\$1.0M today.]

[1] [UK Treasury Solicitor file 644a on the case of "*Francis des Rivieres v. The Royal Institution for the Advancement of Learning*. Appeal from Court of Appeals for Province of Lower Canada, re McGill College", 1823-34, pp. 5a, 10a; provided by UK National Archives, file TS-11-168-009 and -019. The original is one block of text. For easier reading, this edition divides the text into paragraphs.]

[2] (signed James McGill signed J. Stuart signed Peter Harknefs signed Wm Boston)

[5] (signed James McGill signed J. Stuart signed Peter Harknefs signed Wm Boston)

[6(2)] and if the said lots tracts and parcels of land, lands and tenements should be by me sold and disposed of, during my life, then and in that case, I do give and bequeath to the said Francis Desrivieres all and every the price sum and sums of Money which I may receive or become entitled to, by reason of the sale thereof, subject nevertheless, to the payment of such sum and sums of money as aforesaid to the said Succesfsion of the said Hugh Finlay.

[7] I give and devise three lots of ground situated in the Quebec Suburbs in the Parish of Montreal, purchased by me from Joseph Papineau and now belonging to me, to the said Francis Desrivieres his heirs and assigns for ever, subject nevertheless and charged and chargeable with the payment of such part of the price or purchase money as may remain due on my purchase of the said three lots of ground. [6]

[8] I give and devise all that lot of ground to me belonging, known and distinguished by the name of Lot number thirteen in the Township of Barnston, in the District of Montreal with the Mill and all and every the buildings thereon erected, as purchased by me at a Sheriff's sale, to the said Francis Desrivieres his heirs and assigns for ever.

[9] I give and devise all that lot of ground known and distinguished by the name of lot number thirteen, situated on the Ramparts of Montreal, lately by me purchased from the Commissioners for removing the Old Walls &c. to the said Francis Desrivieres his heirs and assigns for ever, subject nevertheless and charged and chargeable with the payment of such part of the price or purchase money as may remain due on my purchase of the said last mentioned lot.

[10] I give and devise all that certain lot of ground situated in Notre Dame Street in the said City of Montreal, with a stone dwelling house warehouse and other buildings thereon erected, now in the occupation of Thomas Blackwood to Isaac Todd, the Hon: John Richardson, and William McGillivray of the said City of Montreal, Esquires [7] and to the Honorable Richard Cartwright of Kingston in the Province of Upper Canada, Esquire, and to their heirs,

upon trust nevertheless

that they the said Isaac Todd, John Richardson, William McGillivray and Richard Cartwright, the survivors or survivor of them, or the heirs

Executors or Curators of such survivors or survivor, do and shall pay the rents issues and profits arising and accruing from the said last mentioned lot of ground dwelling house buildings and premises, to and for the use of James McGill Desrivieres grandson of my said wife, yearly and every year, until he the said James McGill Desrivieres shall have attained the age of twenty one years, and

that they or he do and shall, when and so soon as the said James McGill Desrivieres shall have attained the age of twenty one years, by good and sufficient conveyances, convey and assure the said last mentioned lot of ground, dwelling house buildings and premises, to the said James McGill Desrivieres, his heirs and assigns for ever,

and in case the said James McGill Desrivieres should die before he attains the age of twenty one years, then and in that case upon trust that they the said Isaac Todd, [8] John Richardson, William McGillivray, and Richard Cartwright, or the survivors or survivor of them or the heirs Executors or Curators of such survivors or survivor, do and shall, immediately after the decease of the said James McGill Desrivieres, by good and sufficient conveyances, convey and assure the said last mentioned lot of ground, dwelling house, buildings and premises,

to the said Francis Desrivieres, his heirs and assigns for ever, or

if the said Francis Desrivieres should be dead, then to his legal heirs then living, and to their heirs and assigns for ever.

I give and devise forty lots of land by me purchased from John Askin, situated in the Townships of Maidstone, Rochester, Tillbury Dover and Camden, respectively in the Province of Upper Canada to the said James McGill Desrivieres his heirs and assigns for ever. [11]

I give and devise all and every the lands and tenements situated within the territories of the United States of America to me belonging or to which I am in any manner entitled, not exceeding in quantity sixteen hundred acres to John Askin of Strabane his heirs and assigns for ever, [12(1)]

provided always that if the [9] said last mentioned lands and tenements should exceed sixteen hundred acres in quantity, then and in that case, I give and devise all and every the said lands and tenements so exceeding and over and above the [12(2)]

[6] (signed James McGill signed J. Stuart signed Peter Harknefs signed Wm Boston)

[7] (signed James McGill signed J. Stuart signed Peter Harknefs signed Wm Boston)

[8] (signed James McGill signed J. Stuart signed Peter Harknefs signed Wm Boston)

[9] (signed James McGill signed J. Stuart signed Peter Harknefs signed Wm Boston)

said quantity of sixteen hundred acres, to Robert Reynolds step Father of the said James McGill Desrivieres, his heirs and assigns for ever.

[13] I give and devise all and every the lots tracts and parcels of land, lands and tenements to me belonging, situated on the British side of the River Detroit, in the Province of Upper Canada, not herein otherwise devised or disposed of, to the said Robert Reynolds, his heirs and assigns for ever.

[14] I give and devise to James McGill Strachan, son of the Reverend John Strachan Rector of Cornwall in Upper Canada, and to his heirs and assigns for ever,

a certain tract or parcel of land containing four hundred acres, more or less, to me belonging, situated in the Township of Osnabruck, in the Province of Upper Canada, which my late brother Andrew heretofore in his life time, acquired from one W. Butler Wilkinson,

also a lot or piece of land distinguished by the name of lot number eight in the seventh Concession of the [10] township of Montague in the said Province of Upper Canada,

also a lot or piece of land distinguished by the name of lot number twenty two, in the eighth concession of the township of Edwardsburg in the said last mentioned Province,

also a lot or parcel of land distinguished by the name of Lot number six in the sixth Concession of the said last mentioned Township;

also a lot or piece of land distinguished by the name of Lot number twenty nine in the said sixth Concession of the said last mentioned Township,

also a lot or piece of land distinguished by the name of lot number nineteen, in the seventh Concession of the Township of Yonge in the said last mentioned Province;

and all and every the lots tracts and parcels of land, lands and tenements, situated in the Townships of Pittsburg and Saltsfield, respectively in the said last mentioned Province, containing in different lots and parcels, thirteen hundred and eighty acres, more or less, which belong to me, or to which I am in any wise entitled by reason of a purchase thereof from the Count de Chalûs;

to have and to hold all and every the said lots, tracts or parcels of land, lands and tenements, to the said James McGill Strachan herein before devised or intended so to be, to him the [11] said

James McGill Strachan, his heirs and assigns for ever.

I give and devise all and every the lots tracts or parcels of land, lands and tenements, to me belonging, or to which I am in any manner or way entitled, situated in the Townships of Beverly, Hamborough, Walsingham, Darlington, Loughborough, and Townsend, respectively in the Province of Upper Canada aforesaid, containing in different lots and parcels, about twelve thousand acres, more or less, to James Cartwright, of Kingston in the said Province of Upper Canada, eldest son of my much respected friend, the Hon: Richard Cartwright, and to his heirs and assigns for ever.

Provided always, and the said last mentioned devise is made upon the express condition that the said James Cartwright shall and do within the space of two years next after he shall become entitled to the possession of the said lots tracts and parcels of land, lands and tenements, so as aforesaid devised to him, assume and take upon himself, and use in all deeds and writings whereto or wherein he shall be a party, the surname of McGill, after his own surname, and shall also take and bear the family arms of McGill, as [12] I the said James McGill do now bear the same, and shall and do within the said space of two years, apply for and endeavour to obtain a proper Licence from the Crown on this behalf, or such other competent and sufficient authority as may be requisite or necessary to enable and authorize the said James Cartwright to take and bear the said surname and arms of McGill;

and in case the said James Cartwright shall refuse or neglect to take such surname and arms, and to take such proper steps and means as may be requisite to enable and authorize him so to do within the said space of two years, then it is my express will and meaning that from and after the expiration of the said space of two years, the said gift and devise of all the said lots tracts and parcels of land, lands and tenements, so made to the said James Cartwright, shall become and be wholly null and void to all intents and purposes whatsoever,

and in case of the said last mentioned refusal or neglect by and on the part of the said James Cartwright, or if the said James Cartwright should die before me, then, and in either of those cases, I do give and devise all and [13] every the said lots tracts and parcels of land, lands and tenements in the said Township of Beverly, Hamborough,

[10] (signed James McGill signed J. Stuart signed Peter Harknefs signed Wm Boston)

[11] (signed James McGill signed J. Stuart signed Peter Harknefs signed Wm Boston)

[12] (signed James McGill signed J. Stuart signed Peter Harknefs signed Wm Boston)

[13] (signed James McGill signed J. Stuart signed Peter Harknefs signed Wm Boston)

Walsingham, Darlington, Loughborough and Townsend respectively, to the said Francis Desrivieres his heirs and assigns for ever.

[16] I give and devise all that tract or parcel of land commonly called Burnside situated near the City of Montreal aforesaid, containing about forty six acres, including an acre of land purchased by me from one Sanscrainte, together with all the dwelling house and other buildings thereon erected, with their appurtenances, unto the Hon: John Richardson and James Reid of the City of Montreal aforesaid, Esquires, the Reverend John Strachan Rector of Cornwall in Upper Canada and James Dunlop of the said City of Montreal, Esquire, and to their heirs, to upon, and for the uses, trusts intents and purposes and with and subject to the provisoes, conditions and limitations [he]re-in after mentioned and expressed of and concerning the same, that is to say,

upon trust that [they] the said John Richardson, James Reid, John Strachan and James Dunlop, or the survivors or survivor of them, or the heirs Executors or Curators of such survivors or survivor do and [14] shall, as soon as it conveniently can be done after my decease, by a good and sufficient conveyance and assurance, convey and assure the said last mentioned tract or parcel of land, dwelling-house, buildings and premises to the "Royal Institution for the advancement of learning" constituted and established or to be constituted and established under and by virtue of an Act of the Parliament of the Province of Lower Canada made and passed in the forty first year of His Majesty's Reign, intituled "*An Act for the establishment of free schools and the advancement of Learning in this Province*" [15] upon and under the conditions restrictions and limitations and to and for the ends intents and purposes following, that is to say,

upon condition that the said "Royal Institution for the advancement of Learning" do and shall within the space of ten years to be accounted from the time of my decease, erect and establish, or cause to be erected and established, upon the said last mentioned tract or parcel of land, an University or College for the purposes of Education and the advancement of learning in this Province, with a competent number of professors and teachers to render such establishment effectual & beneficial for the purposes intended, [16] and

if the said ["Royal Institution for the advancement of Learning", should so erect and establish, or cause to be erected and established an University, then upon condition also that one of the Colleges to be comprized in the said University shall be named and perpetually be known and distinguished by the Appellation of "McGill College", and

if the said "Royal Institution for the advancement of Learning" should not so erect and establish, or cause to be erected and established an University, but should erect and establish, or cause to be erected and established a College only, then, upon the further condition, that the said College shall be named and perpetually be known and distinguished by the Appellation of McGill College, and

upon condition also that until such University or College be erected and established, the said "Royal Institution for the advancement of learning" do and shall permit and suffer my said wife, and in case of her death, the said Francis Desrivieres to hold possess and enjoy the said last mentioned tract or parcel of land, dwelling house buildings and premises, and to recover have and receive all and every the rents issues and profits thereof, to and for her and his use and benefit, and

upon this other and further expressed condition that if the said [17] "Royal Institution for the advancement of Learning", should neglect to erect and establish, or cause to be erected and established, such University or College as aforesaid, in manner aforesaid within the said space of ten years to be accounted from the time of my decease, then and in that case

the said conveyance and assurance so made to the said "Royal Institution for the advancement of Learning" shall from and after the expiration of the said space of ten years become and be absolutely null and void, and

all and every the estate, right, title and interest of the said "Royal Institution for the advancement of Learning" of in and to the said last mentioned tract or parcel of land and premises shall cease and be determined, and be as completely extinguished as if such conveyance and assurance had never been made or executed;

all which conditions, restrictions and limitations shall in apt and sufficient language, be fully expressed in such conveyance and assurance; and

[14] (signed James McGill signed J. Stuart signed Peter Harknefs signed Wm Boston)

[15] [Statutes of Lower Canada, 1801 (1802), 41 Geo. 3 c 17]

[16] (signed James McGill signed J. Stuart signed Peter Harknefs signed Wm Boston)

[17] (signed James McGill signed J. Stuart signed Peter Harknefs signed Wm Boston)

upon trust that the said John Richardson, James Reid, John Strachan and James Dunlop, or the Survivors or Survivor of them, or the heirs executors or curators of such survivors or survivor of them, do and shall permit [18] and suffer my said wife, or in case of her death the said Francis Desrivieres to hold possess and enjoy the said tract, or parcel of land, dwelling-house, buildings and premises, and recover have and receive the rents, issues and profits thereof, until the making and executing of the said conveyance and assurance, so as aforesaid to be made to the said "Royal Institution for the advancement of Learning". And

if the said "Royal Institution for the advancement of Learning"

should refuse to accept and receive the said conveyance and assurance of the said last mentioned tract or parcel of land and premises, upon the conditions, restrictions and limitations herein before expressed and directed of and concerning the same, or

should, after the making and accepting of the said conveyance and assurance, neglect to erect and establish, or cause to be erected and established such University or College as aforesaid, in manner aforesaid, within the said space of ten years to be accounted from the time of my decease, or

if from any legal cause matter or thing, the said trust so as aforesaid to convey and assure the said last mentioned tract or parcel of land and premises to the said "Royal Institution for the advancement of Learning" [19] in the manner herein before directed,

should be incapable of being accomplished or carried into effect, or

otherwise become or be deemed or construed to be invalid, illegal, or inoperative,

then and in either or any of those cases, upon trust that they the said John Richardson, James Reid, John Strachan and James Dunlop or the Survivors or Survivor of them, or the heirs executors or Curators of such Survivors or Survivor do and shall from and immediately after the expiration of the said space of ten years, by a good and sufficient conveyance and assurance, convey and assure the said last mentioned tract or parcel of land, dwelling-house, buildings and premises,

to the said Francis Desrivieres (if then living) and to his heirs and assigns for ever; or,

if the said Francis Desrivieres should be dead, then to his legal heirs then living, and to their heirs and assigns for ever.

I give and bequeath from and out of the rest and residue of my estates real and personal, moveable and immoveable, which shall or may remain after the fulfillment & satisfaction of the several legacies in this my Will contained, the sum of ten thousand [20] [21] pounds Current Money of the said Province of Lower Canada to the said John Richardson, James Reid, John Strachan and James Dunlop, their heirs Executors and Curators, upon the trusts and to and for the intents and purposes, and upon the conditions following, that is to say

[17]

upon trust that they the said John Richardson, James Reid, John Strachan, and James Dunlop, or the survivors or survivor of them, or the heirs executors or curators of such survivor, do and shall pay the said sum of ten thousand pounds [20] with the interest to accrue thereon from and after the expiration of three years from my decease) to the said "Royal Institution for the advancement of Learning" when and so soon as the said Royal "Royal Institution for the advancement of Learning" shall have erected and established, or cause to be erected and established an University or College upon the last mentioned tract or parcel of land hereinafter directed to be conveyed to the said "Royal Institution for the advancement of Learning" in manner aforesaid, to be by the said "Royal Institution for the advancement of Learning" paid and applied

towards [22] defraying the expence incurred in erecting and establishing the said University or College, and

towards maintaining the same after it shall have been erected and established in such manner and form, and under such regulations as the said "Royal Institution for the advancement of Learning" shall in this behalf prescribe.

Provided always, that such University or College be erected and established within the space of ten years to be accounted from the time of my decease; and

if such University or College should not be so erected [and] established within the said space of ten years, then upon trust that they the said John Richardson, [Ja]mes Reid, John Strachan and James Dunlop, or the Survivors or Survivor of them, or the heirs, Executors, or Curators of

[18] (signed James McGill signed J. Stuart signed Peter Harknefs signed Wm Boston)

[19] (signed James McGill signed J. Stuart signed Peter Harknefs signed Wm Boston)

[20] [Can\$10,000 = UK£8,219; Can\$800,000 in silver today; but based on relative incomes more like Can\$17M.]

[21] (signed James McGill signed J. Stuart signed Peter Harknefs signed Wm Boston)

[22] (signed James McGill signed J. Stuart signed Peter Harknefs signed Wm Boston)

such survivor, from and immediately after the expiration of the said space of ten years, do and shall pay the said sum of ten thousand pounds, [20] with all and every the Interest accrued thereon,

to the said Francis Desrivieres if then living, to and for his use and benefit, or,

if dead, then to his legal heirs then living, to and for their use and benefit.

[18] I give and bequeath to my Executors hereinafter named, and to the Survivors or Survivor of them, their & his heirs [23] Executors & Curators, the sum of two thousand pounds/////, Current Money aforesaid,

upon trust that they or he

do and shall immediately after my decease invest the same in some good and sufficient security, and

do and shall pay the interest or profit arising therefrom to my said dear wife during her life, such interest or profit to be accounted and taken in part payment *pro tanto* of the annuity of six hundred pounds herein before bequeathed to my said Wife, and

upon trust

that they or he do and shall within six months after the decease of my said wife, pay the said sum of two thousand pounds to such person or persons as my said wife, during her life by her last will and testament shall direct and appoint; and

if my said wife should not make such direction and appointment, then and in such case, that they or he do and shall pay the same within the said space of six months,

to the said Francis Desrivieres, if then living, or

if dead, then to his legal heirs then living, to and for their use and benefit.

[19] I give and bequeath to my said Executors herein after appointed and to the Survivors [24] & survivor of them, & to the heirs Executors & Curators of such survivor, the sum of five thousand pounds Current Money aforesaid,

upon trust

that they or he do and shall

invest the same in some good and sufficient security, and

pay and apply the Interest and profit thereof to the education and maintenance of James McGill Desrivieres above named, until he shall have attained the age of twenty one years, and

that they or he do then pay the said last mentioned sum of money to the said James McGill Desrivieres to and for his use and benefit; and

if the said James McGill Desrivieres shall die before he attains the age of twenty one years, then upon trust

that they or he do pay two thousand five hundred pounds, being one moiety of the said sum of five thousand pounds, immediately after his decease, to his mother Mrs Robert Reynolds, if then living, or

if dead, then and in such case that they or he do pay and distribute the said sum of two thousand five hundred pounds to and among her children issue of her marriage with the said Robert Reynolds, in equal proportions share & share alike, and

if there should be no child or children [25] of the said Mrs Robert Reynolds, issue of her marriage, living at the time of the decease of the said James McGill Desrivieres, then and in such case, that they or he do pay the said sum of two thousand five hundred pounds to my residuary legatees herein after named, if living, or if dead, to their legal heirs then living; and

upon trust that they or he do pay the other moiety of the said sum of five thousand pounds, to wit, the sum of two thousand five hundred pounds, immediately after the decease of the the said James McGill Desrivieres before the age of twenty one years, as aforesaid, to my said residuary legatees herein after named, if then living, or if dead, then to their legal heirs, to and for their use.

I give and bequeath to my said Executors hereinafter appointed, and to the Survivors or Survivor of them, and to the heirs Executors & curators of such survivor, the sum of seven thousand pounds, current Money of the Province of Lower Canada, [20]

upon trust that they or he do and shall invest the same in some good and sufficient security, and from and out of the Interest [26] or profit thereof do and shall pay and satisfy the following annuities, that is to say,

an annuity of three hundred pounds, Current Money aforesaid, yearly and every year, to Mrs

[23] (signed James McGill signed J. Stuart signed Peter Harknefs signed Wm Boston)

[24] (signed James McGill signed J. Stuart signed Peter Harknefs signed Wm Boston)

[25] (signed James McGill signed J. Stuart signed Peter Harknefs signed Wm Boston)

[26] (signed James McGill signed J. Stuart signed Peter Harknefs signed Wm Boston)

Strachan wife of the Reverend John Strachan above named,

which annuity I have agreed to pay to her, & hath been by her accepted & taken in lieu & stead of all claims & demands whatsoever, which she might otherwise have had, upon and against the Succession of my late brother Andrew, or against me as his universal Legatee, or against the Executors of his last will, as well under her contract of her marriage with him as under his last Will and testament, or otherwise howsoever, and

which is to be understood and considered as a complete satisfaction of all demands which she the said Mrs Strachan might have upon or against me by reason

of a certain agreement in writing by me made and entered into with her and executed before Gray and another Public Notaries and bearing date at the said City of Montreal the twenty eighth day of August in the year of Our Lord one thousand eight hundred and five, and

of a certain trust therein & thereby constituted or intended to [27] be constituted and of all and singular the covenants, promises and obligations therein contained on my part to be done and performed, or

for or by reason of any other cause, matter or thing whatsoever,

also an annuity of fifty pounds, current Money aforesaid, yearly and every year during her life, to Mrs Mary Wood, Mother of Mrs Strachan, being the annuity settled upon her by my brother Andrew's last Will and testament, and to be by her taken and received in payment of the said last mentioned annuity and in discharge of all demands against me or my Succession;

also an annuity of fifty pounds, Current Money aforesaid, yearly and every year, during her life to Mad: St Olivier, of the General Hospital near Quebec, which last mentioned annuity I do hereby give and bequeath to Mad: St Olivier as & for an alimentary allowance or provision, and to be paid and applied to and for her sole use and benefit, and

an annuity of twenty pounds, Current Money aforesaid, yearly and every year during her life, to Mrs Agnes Craig of Glasgow in Scotland, which last [28] mentioned annuity I do give and bequeath to the said Agnes Craig to and for her own use and benefit; and

also upon trust that they or he do and shall pay the Capitals of the said several annuities estimated at the rate one hundred pounds for each six pounds of annuity, & together composing the said sum of seven thousand pounds, when and so soon as the said annuities respectively shall cease and be extinguished,

to the said Francis Desrivieres, if living, or if dead, then to his legal heirs, to and for their use and benefit.

I give and bequeath to the said Francis Desrivieres the sum of eleven thousand pounds, current Money aforesaid, upon condition nevertheless that he do pay and satisfy a Legacy of five hundred pounds, bequeathed by my late brother Andrew, by his last Will & testament, to Andrew McGill Tonsey, when the same may become due according to the terms of the said bequest, [21]

and whereas there is reason to believe that, from bad debts & otherwise, a loss will be sustained on the concern of the late house or firm of James & Andrew McGill & Co when the same shall have been finally liquidated, whereby the said Francis Desrivieres as having been a partner in the said house [29] or firm, will become my debtor for his portion of that loss to be sustained by him, my will is that the said Francis Desrivieres be exonerated from the payment of such his proportion of the said loss, and I do hereby remit and release to him such sum & sums of money as might after satisfaction of the debts due by the said house or firm, & upon final liquidation of the concerns thereof, be lawfully demanded from him on my behalf as & for his proportion of such loss by reason of his having been such partner as aforesaid, for which said sum and sums of money He shall not be answerable. [22]

I likewise give and bequeath to the said Francis Desrivieres my gold watch. [23]

I give and bequeath to Miss Charlotte Porteous, of Montreal, in consideration of my great esteem and affection for her, the sum of five thousand pounds [Cur]rent Money aforesaid, to & for her use; [24(1)]

I also bequeath to her the silver cup in my possession, given [to m]e by John Gillespie of London. [24(2)]

I give and bequeath to William Porteous & Andrew Porteous, brothers of Miss Charlotte Porteous, to each of them, severally and respectively, [25]

[27] (signed James McGill signed J. Stuart signed Peter Harknefs signed Wm Boston)

[28] (signed James McGill signed J. Stuart signed Peter Harknefs signed Wm Boston)

[29] (signed James McGill signed J. Stuart signed Peter Harknefs signed Wm Boston)

seven hundred & fifty pounds, Current Money aforesaid. [30]

proportion of such lofs by reason of his having been such partner as aforesaid.

[26] I give and bequeath to John Porteous, of Montreal, two hundred and fifty pounds, Current Money aforesaid.

I give and bequeath to Mrs William Hall, cousin of Mrs McGill, two hundred and fifty pounds, Current Money aforesaid. [33]

[27] I give and bequeath to my old respected friend John Brickwood Sen^r of Croydon in England, Esquire, one thousand pounds, Sterling Money of Great Britain, if that sum should not have been paid to him on my behalf before my decease.

I give and bequeath to Mrs Richardson, wife of Mr Richardson Hospital Mate in Upper Canada two hundred and fifty pounds, Current Money aforesaid. [34]

[28(1)] I give and bequeath to my friend Robert Morrough, Esquire, of Quebec, one thousand pounds, Current Money aforesaid, to and for his personal use and benefit, & upon condition that the same shall not be in any wise liable subject or applicable to the payment of his debts heretofore contracted;

I give and bequeath to James Cartwright Esquire above named, two hundred and fifty pounds Current Money aforesaid. [32]

I give and bequeath to James McGill Strachan above named, two hundred and fifty pounds, Current Money aforesaid. [36]

[28(2)] I give and bequeath to his children Robert & Mary Ann, to each of them severally and respectively, two hundred and fifty pounds, Current Money aforesaid.

I give and bequeath to James Hamilton, my Godson, two hundred and fifty pounds, Current Money aforesaid. [37]

[29] I give and bequeath to Mrs Margaret Desrivieres, wife of the said Francis Desrivieres, five hundred pounds, current Money aforesaid.

I give and bequeath to John Gillespie, of London, twenty five pounds, current Money aforesaid, as a mark of my esteem. [37]

[30] I give & bequeath to Mrs Robert Reynolds, mother of James McGill Desrivieres, five hundred pounds, current Money aforesaid.

I give and bequeath to James Dunlop Esq^r of Montreal, twenty five pounds, current Money aforesaid, as a mark of my esteem. [38]

[31] I give and bequeath to Thomas Blackwood, of Montreal, five hundred pounds Current Money aforesaid;

I give and bequeath to Benjamin Beaubien of Montreal, Esquire, as a mark of my regard for him, one hundred and fifty pounds, current Money aforesaid. [39]

and whereas there is reason to believe [31] that from bad debts and otherwise a lofs will be sustained, as above mentioned on the concerns of the late house or firm of James & Andrew McGill & Co when the same shall have been finally liquidated, whereby the said Thomas Blackwood as having been a partner in the said house or firm, will become my debtor for his proportion of that lofs to be sustained by him, my will is that the said Thomas Blackwood be exonerated from the payment of such his proportion of the said lofs.

I give and bequeath to Mifs Lisette Dumusseau, of Sault St Louis, an annuity of twenty pounds, current Money aforesaid, yearly and every year, during her life, to be paid to her by the said Francis Desrivieres, whom I charge with the payment thereof, as a condition annexed to the legacies herein before bequeathed to him. [40]

[32(1)]

I give and bequeath the sum of one hundred pounds, current Money aforesaid, to each of my Executors hereinafter appointed, severally and respectively. [33] [41]

[32(2)] And I do hereby remit release to him such sum & sums of Money as might after satisfaction of the debts due by the said house or firm. & upon a final liquidation of the concerns thereof, be lawfully demanded from him on my behalf, as and for his

I give and bequeath twelve mourning rings, to be given and distributed as my said Executors and Mrs McGill may think fit. [42]

[30] (signed James McGill signed J. Stuart signed Peter Harknefs signed Wm Boston)

[31] (signed James McGill signed J. Stuart signed Peter Harknefs signed Wm Boston)

[32] (signed James McGill signed J. Stuart signed Peter Harknefs signed Wm Boston)

[33] (signed James McGill signed J. Stuart signed Peter Harknefs signed Wm Boston)

- [42] I give and bequeath to the poor Protestants of Montreal two hundred pounds; and to the poor Roman Catholics of Montreal a like sum of two hundred pounds.
- [43] I give and bequeath two hundred pounds, Current Money aforesaid, to the Hôtel Dieu of Montreal, for the use of that establishment.
- [44] I give and bequeath a like sum of two hundred pounds, to the Nuns commonly called the Grey Sisters at Montreal, for the use of their humane Institution.
- [45] I give and bequeath to and for the use of the Infirmary of Glasgow in Scotland, two hundred pounds, current Money aforesaid.
- [46] I give and bequeath to and for the use of the Asylum of Glasgow aforesaid, two hundred pounds current Money aforesaid.
- [47] I give and bequeath to Sophia Reaume wife of Dezery of Montreal one hundred and fifty pounds, Current Money aforesaid.
- [48] I give and bequeath to Miss Louisa Sutherland daughter of Mr Daniel Sutherland of Montreal, one hundred and fifty pounds, Current Money aforesaid.
- [49] I give and bequeath to Marie Marguerite [34] Fouquet, in consideration of her attachment to Mrs McGill and Miss Porteous, one hundred and fifty pounds, current Money aforesaid.
- [50] I give and bequeath one hundred pounds, current Money aforesaid, to Pierre Goulet, if in my service at the time of my decease.
- [51] I give and bequeath a suit of mourning to each of my servants.
- [52] Lastly I give, devise, and bequeath all and every my estates real and personal, moveable and immoveable, of whatsoever nature or kind the same may be which shall or may remain after payment of my debts and funeral and testamentary expences, and the payment, delivery, fulfillment and satisfaction of all and singular the bequests and devises herein before Contained, and which shall not, from any cause whatsoever, have been applied to those purposes, to the above named Francis Desrivieres, James McGill Desrivieres & Charlotte Porteous, and to their heirs Executors curators and assigns, to be divided between them, share and share alike,
- Provided always, and I do hereby will and direct that all annuities herein before bequeathed shall become due and payable at the time and times appointed for the payment thereof, to be accounted from the day of my decease, and that all the legacies [35] herein before bequeathed, not exceeding severally & respectively the sum of five hundred pounds, to be paid without interest at the expiration of two years from my decease, and not sooner, and that all the legacies herein before bequeathed exceeding in amount, severally & respectively, the sum of five hundred pounds, shall be paid without Interest at the expiration of three years from my decease and not sooner; and that from and after the expiration of the said periods or terms of two years and three years respectively, the said legacies shall bear Interest at the rate of five *per cent: per ann:* till paid.
- I do hereby further will & direct that such part of my personal estate as is invested in any of the public stocks or funds in Great Britain be by my Executors herein after named, or the Survivors or Survivor of them, realized as soon after my decease as it can conveniently be done, in order that the proceeds thereof may by them or him be applied to the purposes of this my will.
- And I do hereby nominate and appoint Isaac Todd, the Hon: John Richardson, Francis Desrivieres and William McGillvray, of the said City of Montreal, Esquires, and the Hon^{ble} Richard Cartwright of Kingston in the Province of Upper Canada, [36] Esquire, or any two of them, and the survivors & survivor of them, to be Executors of this my last Will & Testament, and do declare my desire to be that their power & authority as Executors and Executor as aforesaid, shall not cease or expire at the end of one year, but that the same shall continue and be vested in them as Executors and Executor as aforesaid until the entire execution and accomplishment of this my Will and of every part thereof.
- And I do hereby further declare my will to be, that it shall be lawful to and for any two of my said Executors, and the Survivors & Survivor of them, to execute this my will and every part thereof; and

[34] (signed James McGill signed J. Stuart signed Peter Harknefs signed Wm Boston)

[35] (signed James McGill signed J. Stuart signed Peter Harknefs signed Wm Boston)

[36] (signed James McGill signed J. Stuart signed Peter Harknefs signed Wm Boston)

that it shall be lawful as well for my said Executors and Executor as for my said Trustees or Fiduciary Legatees herein before [co]nstituted; and their respective heirs, executors & Curators by and out of all or any of the Monies [wh]ich by virtue of this my will or any trust therein declared shall come to their or any of their hands, to deduct, retain to, & reimburse themselves all such reasonable costs, charges and expences as they respectively shall or may sustain, expend, or be put unto, in or about the Execution of this my Will, and

also that my said trustees or Fiduciary Legatees & Executors, their respective heirs, Executors and curators [37] shall be charged and chargeable only every of them, for and with his respective receipts, payments, Acts, and Wilful defaults, and not otherwise, and shall not be charged or chargeable with or for any sum or sums of Money other than such as shall actually and respectively come to his and their hands, by virtue of this my will, nor with or for any losjs or damages which may happen in or about the execution of all or any of the trusts hereby in them reposed without his or their respective default.

[57] And lastly, hereby revoking all former wills by me made, I do declare this to be my last Will & testament

In Witnejs whereof I the said James McGill to this my last Will & Testament contained in this and the thirteen preceedings pages, at the bottom of each of which pages I have set my hand. I have set my hand & seal this eighth day of January in the year of Our Lord, one thousand eight hundred and eleven.

(signed) *James McGill* (L. S.)

signed, sealed, published and declared by the said James McGill the testator as & for his last Will & testament in the presence of Us, who at his request and in his presence and in the presence of each other at the bottom of each of the thirteen preceeding pages, and hereunto have subscribed our names as Witnesses.

signed *J. Stuart* advocate residing at Montreal
signed *Peter Harknefs* Merchant residing at Montreal

signed *Wm Boston*, clerk to Mefjsrs Desrivieres Blackwood & C^o Montreal.

[37] (signed *James McGill* signed *J. Stuart* signed *Peter Harknefs* signed *Wm Boston*)