A FEW FACTS CONCERNING THE LOTS ASSIGNED TO AARON BRADT

As can be seen from the map on the opposite page the properties of Aaron Bradt were located in the 4th Concession from Canborough adjoining the County of Welland. Aaron acquired some of the land from his father Daniel and he expanded on those holdings. There were literally dozens of real estate transactions treating with these properties, the ultimate being the foreclosure on 30 June 1897 against Aaron and his wife Sarah on the north half of Lot 1. The transactions are confusing, but it is possible that the loss of this property had to do with their dealings with their son William and his wife. (Refer to the deed extractions elsewhere in this compilation.)

In his will Daniel Bradt bequeathed the south half of Lot 1, Concession 4, to his grandchildren by his son Aaron. After his death the land was to remain for the use of Daniel's wife, Julia Ann, as long as she remained unmarried, and his son Peter as long as either was alive. Peter was not of sound mind, and by 1889 both were deceased.

This section was then sold at auction, bought by one of the heirs, and the proceeds from the sale divided among the heirs. At the time of their deaths both Aaron and later Sarah were shown as residing on Lot 2, Concession 4.

The Canada Southern Railway bisecting Aaron Bradt's land is the one referred to in the story recounted earlier concerning Aaron and the train which destroyed his cattle.

Isaac Doughty shown as the landowner of the larger portion of Lot 2 Concession 4, was married the Daniel Bradt's sister Margaret, however they were both deceased by 1879, the time of the publishing of this map.

On the following pages are found extracts and photocopies of many of the real estate transactions involving the aforementioned properties.

Early Settlers of Moulton Township

Surname	Given Name	Date of Settlement	Nativity	Post Office	Business
Angle	Isaac	1858	Canada	Moulton Sta.	Farmer
Bowman	John	1834	Scotland	Dunnville	Farmer - Councillor
Bradt	Aaron	1851	Canada	Moulton Sta.	Farmer - Postmaster
Burtch	James	1867	Canada	Attercliffe Sta.	Mechanic
Doughty	Isaac	1857	Canada	Moulton Sta.	Farmer
Emerson	George	1850	England	Attercliffe Sta.	Farmer - Mason
Ferguson	James	1850	Ireland	Dunnville	Farmer - Mason
Inman	Peter	1834	England	Dunnville	Farmer
Kirk, M.D.	John	1835	England	Attercliffe Sta.	Physician - Jus. Peace
Logan	Mark A.	1857	Canada	Dunnville	Farmer
Mumley	Joseph	1860	England	Dunnville	Farmer - Reeve
Mattock	Benjamin	1858	Canada	Dunnville	Farmer - Councillor
Michener	L.H.	1854	Canada	Dunnville	Farmer - House Joiner
Misener	Joel	1861	Canada	Attercliffe Sta.	Farmer - Brickmaker
Moote	Ezra	1831	Canada	Dunnville	Farmer
McNichol	John	1838	Canada	Dunnville	Farmer - Councillor
Newman	Jas. H.	1854	Ireland	Dunnville	Farmer
Pew	Richard	1834	Canada	Lowbanks	Farmer - Mason
Price	Andrew	1837	Canada	Stromness	Farmer - Councillor
Reid	Archibald	1847	Canada	Stromness	Farmer
Smeeton	Joseph	1870	Ireland	Stromness	Farmer
Stewart	William	1873	Canada	Moulton Sta.	Farmer
Sensabaugh	Peter	1846	Canada	Attercliffe Sta.	Farmer - Grain Dealer
Vankeuren	George	1861	Canada	Dunnville	Farmer
Walker	Geo. & James	1859	Canada	Dunnville	Farmers

THE CORPORATION OF THE TOWNSHIP OF MOULTON

Gleanings, Memories and Sketches of Moulton Township

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History in Ontario Law Courts 1870 *Sheriff Seized The Train*

"HOW HON. . C. CURRIE WON AN ELECTION"

CATTLE KILLED IN MOULTON

One night a number of cattle, owned by a farmer in Moulton Township, named Bredt, wandered into the railway track and were slaughtered by a passing train. Bredt claimed damages from the railway company and was eventually awarded a monetary settlement verdict by the courts. However, the railway company ignored the Court order to pay up and, in desperation, Bredt went to the Hon. J. C. Currie with his troubles.

The member for Welland was a good lawyer, a keen politician and a man who recognized opportunity. He took Bredt's case with enthusiasm.

"Have you got a logging chain?" Currie enquired of his client.

"Sure!" replied Bredt.

"Bring it in Monday morning and I'll get your money for you."

Monday morning Bredt with his logging chain met Currie and Sheriff Robert Hobson in Welland, the Sheriff being armed with a legal document, and the trio proceeded to the railway station a mile south from the centre of Town.

PADLOCKED THE TRAIN

When the west bound express-passenger train from Buffalo pulled into the station Sheriff Hobson wound the logging chain around the drive wheel of the engine, padlocked it and read the document to the conductor and the engineer. The train could not move; it was in the custody of the law. The train crew was angry, the passengers indignant and the telegraph line was hot with messages from the local station to the head office in St. Thomas. The railroad officials were really on the spot. They decided they would have to pay the claim but how? This was a day before the advent of the telephone or local banks. The train crew could not raise the money in Welland. How could they pay?

While the officials worried the passengers on the seized train fretted and fumed at the delay and grew hungry as the hours passed. Eventually it was agreed torelease the engine but hold the train while the engine ran up to St. Thomas to get the money.

Hours later, the engine returned with the dough, the Sheriff paid off Bredt, the train was released, and Currie won the next election.

Gleanings, Memories and Sketches of Moulton Township. The farmer named Bredt in the above article was Aaron Bradt (1820-1899), the same Aaron Bradt listed on the previous page as an early settler of Moulton Township, Haldimand County, Ontario.

The descriptions below concern real estate comprising the north and south halves of Lot 1, Concession IV from Canborough, Moulton Township, Haldimand County, Ontario. All instruments are recorded in Haldimand County, Ontario; copies of the deeds follow these extracts. See the *Illustrated Historical Atlas of Haldimand and Norfolk Counties* for the location of these tracts.

1. Deed 2:12293. A memorial of the will of Daniel Bradt, 4 September 1863/4 September 1863: Julian Bradt, the widow, a devisee and the executrix is citing proof that the therein devised land (the south half of Lot 1, Concession IV) was the rightful property of the deceased Daniel Bradt and therefore his to bequeath.

The will conveyed the said property to Julian (provided she remained unmarried) and to Peter their son during their lifetimes. [According to census records Peter was not mentally competent.] Upon their deaths the land in question was to go to Julian and Daniel Bradt's grandchildren, i.e., the children of their only other child, Aaron Bradt. As no baptisms were found, this will provides proof for the children of both Daniel and Aaron Bradt.

2. Deed 94:1909. There are two deeds involved in this initial transaction. This indenture dated 16 May 1882, recorded 7 November 1882, in which Sarah Ann and Aaron Bradt convey for one dollar plus a deed of bargain and sale to the north half of Lot 1, Concession IV to William and Elizabeth Bradt [their son and daughter-in-law], in return for which Sarah Ann and Aaron are to receive a liftime lease on the said property.

In the second deed (94:1851, dated 3 November 1881, recorded 16 June 1882, see extracts) Sarah Ann and Aaron Bradt for $400 and a lifetime lease are selling William this same property. [It is not known if the two documents were required to arrange the lifetime lease. The first deed was recorded the same day the second was executed.]

As per Deed 95:2294 dated 23 November 1884, William and Elizabeth Ann Bradt sold to Sarah Ann Bradt the north one-half of Lot 1, Concession 4, for $427.26, repayment of the mortgages and surrender of the lifetime lease.

3. Deed 96:3074. A renunciation by the executrix: In this second document of 14 November 1888/24 November 1888 it is stated that the two executors (trustees) named in Daniel Bradt's will, his brothers, George and Thomas Bradt, are now deceased and that the executrix (trustee) Daniel's widow Julian wishes to resign in favor of Daniel C. Rolland and Joseph Irwin.

Joseph Irwin was the son-in-law of Aaron and Sarah Bradt, the husband of their daughter, Julia Ann. Daniel Rolland's connection, if any, to the family is not known. Julian Bradt was 88 years old at the time of the renunciation.

4. Deed 97:3305. An indenture dated 2 April 1891, recorded 28 April 1891, in which after the deaths of Julian and Peter Bradt, Daniel Bradt's grandchildren, the surviving heirs are conveying their shares in the land bequeathed jointly to them (the south half of Lot 1, Concession IV) to their sibling Julia Ann Irwin for the token sum of one dollar.

This was a necessary formality as Julia Ann had previously purchased at auction the land for $1620, the proceeds from this auction sale to be divided equally among all the heirs.

5. Deed 28:4177. A foreclosure notice to Sarah Ann and Aaron Bradt dated 30 June 1897 on the same land of Document 4 (north half of Lot 1, Concession IV).

These additional incomplete Moulton Township, Haldimand County, deed extracts represent a tangled web of mortgages and land transactions and some straightforward land purchases.

2:14590. 27 Jan 1866/22 Feb 1866. Andrew H. Cosby and his wife Sarah of the Village of Welland, Welland Co., to Aaron Bradt, yeoman of Moulton Twp., Haldimand Co., for $200, 100A comprised of 33 1/2A of Lot 1, Gore A and 66 2/3A of Lot 2, Gore A.

4:359. 21 Jun 1866/17 Apr 1870. Samuel Holmes of Grantham, Lincoln Co., and wife Elizabeth to Aaron Bradt, yeoman, Moulton Twp., Haldimand Co., for $100, 50A more or less comprised of the northwest one-half of the southerly 33A of Lot 1, Gore A and the [southeast?] one-half of the northerly 67A of Lot 2, Gore A.

3:15163. 17 Oct 1866/30 Nov 1866. Aaron Bradt, yeoman of Moulton Twp., Haldimand Co., and wife Sarah Ann to Samuel Holmes of Grantham Twp., Lincoln Co., for $1, 50A more or less comprised of the south one-half of the southerly 33A of Lot 1, Gore A and the southeast one-half of the northerly 67A of Lot 2, Gore A.

4:513. 12 Mar 1872/13 Mar 1872. Betsy Ann Dockstader, wife of Samuel of Wainfleet Twp., Welland Co., to Aaron Brat, yeoman of Moulton Twp., Haldimand Co., for $400, 25A more or less, northwest one-quarter, Lot 2, Range [Concession] 4 from Canboro.

4:549. 16 May 1872/24 or 29 Jun 1872. Julia Ann Bradt, executrix of Daniel Bradt, and Aaron Bradt, yeoman of Moulton Twp., Haldimand Co., to Canada Southern Railway Co., $174, railroad right of way in south part of Lot 1, Concession 4, Moulton Twp.

4:717. 14 Jul 1873/9 Dec 1873. Henry N. Boulton of Toronto to Aaron Bradt, yeoman of Moulton Twp., Haldimand Co., $??, 50A, parts of Lots 2 and 3, Gore A.

4:719. 31 July 1873/9 Dec 1873. John Tolueshu of Canboro to Aaron Bradt, yeoman of Moulton Twp., Haldimand Co., 25A more or less, northwest one-quarter Lot 2, Range [Concession] 4 from Canboro.

5:1081. 14 Dec 1876/23 Mar 1877. Sarah Ann Bradt and husband Aaron Bradt of Moulton Twp., Haldimand Co., to Andrew Laidlaw of Caistor Twp., Lincoln Co., $293, 50A more or less, northern one-half Lot 1, Concession 4 from Canboro.

94:1851. 3 Nov 1881/16 Jun 1882. Sarah Ann Bradt and husband Aaron Bradt of Moulton Twp., Haldimand Co., to William Bradt [their son], livery stable owner of Dunnville, $400 and lifetime lease, 50A north one-half of Lot 1, Concession 4 from Canboro.

By Deed 94:1909 (see copy), 16 May 1882/7 Nov 1882, William Bradt and his wife Elizabeth Ann for the consideration of $1 grant [his parents], Aaron and Sarah Ann Bradt a lifetime lease on the above property.

94:1850. 13 Jun 1882/ 16 Jun 1882. William Bradt, livery stable keeper of Dunnville and wife Elizabeth Ann [mortgagors] to William F. Haskins [mortgagee] of Dunnville, mortgage against north one-half Lot 1, Concession 4 from Canboro to secure a debt of $300 from 8 promissory notes.

95:2070. 2 Aug 1883/19 Oct 1883. William Bradt, yeoman of Moulton Twp., Haldimand Co., and wife Elizabeth Ann to Richard Angle of Moulton Twp., Haldimand Co., $200, ??A, northeast part, Lot 6, Concession 3, Moulton Twp.

95:2294. 24 Nov 1884/12 Dec 1884. William Bradt of N. Tonawanda , N.Y., and wife Elizabeth Ann to Sarah Ann Bradt, wife of Aaron Bradt of Moulton Twp., Haldimand Co., $427.26 and repayment of mortgages and surrender of lifetime lease for 50A comprising north one-half Lot 1, Concession 4 from Canboro.

It would appear that the property (94:1851, 3 November 1881, recorded 16 June 1881, the north one-half of Lot 1, Concession 4), which Aaron and Sarah Ann Bradt deeded to their son William Bradt for $400 in return for a lifetime lease was the same that William in June 1882 mortgaged (94:1850) as security against $300 of promissory notes he owed.

In November, 1884 (95:2294) after the failure of William Bradt's ill-advised Tonawanda hotel venture, Sarah Bradt repurchased from William and Elizabeth Ann Bradt the north one-half Lot 1, Concession 4, for $427.26, repayment of the outstanding mortgages (with which William had encumbered it) and surrender of the lifetime lease.

Eventually in June, 1897 the north one-half of Lot 1, Concession 4, was foreclosed upon (98:4177). Apparently Aaron and Sarah Ann Bradt retained ownership, or at least possession, of the northwest portion of Lot 2, Concession 4, as this address was given as their place of residence on each of their death registrations; Aaron's in 1899 and Sarah's in 1901.

Note: This does not represent a complete list of the Bradt deeds recorded in Haldimand County. Most others appear to be straight real estate transactions with no significance regarding family dynamics.

1. Haldimand County (Moulton Township) Deed 2:12293, 4 September 1863/4 September 1863.

A Memorial to be registered of a Will dated by the within named and herein Memorializing Devisee Julian Bradt to affect the South half of Lot number one in the fourth Concession from Cayuga of the Township of Moulton as conveyed to Daniel Bradt now deceased by Jacob Cushman et ux by Instrument registered No. 6941

Which said Will is in words and figures following, that is to say —

This Instrument witnesseth that I Daniel Bradt of the Township of Moulton in the County of Haldimand in the Province of Canada yeoman being of sound and disposing mind memory and understanding do make publish and declare this to be my last will and and testament: hereby revoking and making null and void all former Wills and testaments, and writings in the nature of last wills and testaments by me heretofore made —

My Will is first; that my funeral charges and just debts shall be paid by my executors hereinafter named, and if my debts cannot be paid without selling the ~~Way~~ personal property, my executors are to sell the same, or so much thereof as shall pay the said debts —

I give and devise to my beloved wife Julian Bradt all my real estate so long as she remains my widow and after her death or marriage my son Peter Bradt is to have the use and benefit of all my said real estate as long as he shall live and after the death or marriage of my said wife Julian Bradt and death of my son Peter Bradt my executors herein= =after named are to sell all my real and personal estate, and the proceeds thereof to be divided equally amongst the legitimate children of my son Aaron Bradt —

The notes of hand that I hold or have in my possession on which I became security and have taken up, against my son Aaron Bradt are

No. 12293 County of Haldimand Entered and registered on the 4th September 1863 at 13 minutes past 1 o'clock P.M. in the Registry Office for the Township of Moulton Liber No. 2 Folio 280 — Geo. Harrell Registrar

Copy Geo. Cotter, Deputy Reg.

all to be given up to him and cancelled, and I do nominal and appoint my brothers George Bradt and Thomas Bradt to be the Executors, and my wife Julian Bradt to be the executrix of this my last will and testament —

In testimony whereof I the said Daniel Bradt have hereunto subscribed my name and affixed my seal this eighteenth day of August in the year of our Lord one thousand eight hundred and sixty three —

his
Sig — Daniel X Bradt (LS)
Mark

Signed sealed and declared by the said Daniel Bradt to be his last will and testament in presence of Samuel Dochstader and Samuel Holmes, who at his request and in his presence have subscribed their names as witnesses thereto in the presence of each other —

Sig Samuel Dochstader } "Both of the Township of Wainfleet in
Sig Samuel Holmes — } the County of Welland and Province of Canada"
the former farmer the latter merchant, and this memorial of the said Will of the said Daniel Bradt deceased is hereby required to be registered by the therein named devisee Julian Bradt, as witness my hand and seal this fourth day of September AD 1863 —

Signed and sealed in the Presence of
Being previously read over and explained
Samuel Dochstader
G. A. Cotter J.P.

Julian her X Bradt
Mark

m.c.a.

This Indenture made in Duplicate this 16th day of May A.D. 1882 between William Bradt of the village of Dunnville in the County of Haldimand, Lumberman of the first part. Elizabeth Ann Bradt his wife of the second part and Sarah Ann Bradt of the Township of Moulton in the County of Haldimand wife of Aaron Bradt of the same place Farmer and the said Aaron Bradt the parties of the third part

Witnesseth that in consideration of the sum of Five Dollars of lawful money of Canada and of a Deed of Bargain and Sale of the Lands hereinafter mentioned made by the parties of the third part to the party of the first part. the said party of the first part hereby Releases and Leases unto the said parties of the third part all and singular that certain parcel or tract of land and premises situate lying and being in the Township of Moulton in the County of Haldimand and

m.c.a.

being composed of the North half of Lot Number one in the fourth Concession from Canboro in the said Township of Moulton, and containing by admeasurement fifty acres more or less.

To Have and to hold unto the said parties of the third part for and during the term of their natural lives and the natural life of the survivor of them.—

And the said Elizabeth Ann Bradt hereby bars her Dower in the said Lands.

In Witness whereof the parties hereto have hereunto set their hands and Seals.—

Signed Sealed and Delivered in presence of
M. A. Hopper

William Bradt

Elizabeth Ann Bradt

This Indenture made in duplicate the fourteenth day of November in the year of our Lord one thousand eight hundred and eighty eight in pursuance of the Act respecting Short Forms of Conveyances.

Between Juliana Bradt of the Township of Moulton in the County of Haldimand Widow of the First Part

and

Daniel C. Rolland of the Township of Pelham in the County of Welland Farmer, Joseph Irwin of the Town of Dundas in the County of Wentworth Station Agent and Aaron Bradt of the said Township of Moulton Farmer of the Second Part

Whereas Daniel Bradt late of the Township of Moulton in the County of Haldimand Farmer made and executed his last Will and Testament sufficient in form to pass Real Estate in the Province of Ontario.

And Whereas under and by virtue of the said last Will and Testament of the said Daniel Bradt deceased, one George Bradt now deceased, one Thomas Bradt now deceased and the above named Party of the First Part duly proved the said Will in the proper Surrogate Court in that behalf to wit: the Surrogate Court of the County of Haldimand and undertook the trusts thereof

And Whereas the said Thomas Bradt and the said George Bradt have both departed this life leaving the above named Party of the First Part as the sole surviving Trustee of the said Daniel Bradt deceased.