

THE TOWN OF CARMAN  
BY-LAW NO. 978 ↙

A by-law of The Town of Carman authorizing the Town to enter into an agreement with Anglo-Canadian Oils Limited in respect of the cost of obtaining title to certain lands.

WHEREAS, pursuant to the provisions of clause (e) of subsection (1) of section 3 of The Municipal Act, being Chapter 173 of the Revised Statutes of Manitoba, 1954, and amendments thereto, every municipal corporation shall be capable of becoming a party to any contracts or agreements in the management of its affairs;

AND WHEREAS an agreement dated the tenth day of December, A.D. 1964, in respect of the cost of obtaining title to certain lands, as the same are set forth and described in the said agreement, has been duly made between The Town of Carman and Anglo-Canadian Oils Limited;

AND WHEREAS it is deemed necessary and expedient to ratify and confirm the said agreement in the form set out in Schedule "A" hereto attached;

NOW THEREFORE, the council of The Town of Carman, in regular session assembled, enacts as follows:

- (1) THAT a certain agreement in respect of the cost of obtaining title to certain lands, as the same are set forth and described in the said agreement, in the form set out in Schedule "A" hereto attached, duly made by the Corporation of The Town of Carman and Anglo-Canadian Oils Limited, be and the same is hereby ratified and confirmed.

DONE AND PASSED, in regular session assembled, this tenth day of December, A.D. 1964.

(seal)

L. R. Spelton  
Mayor

A. K. Hoepfner  
Secretary-Treasurer.

THIS AGREEMENT made in duplicate this 10<sup>th</sup> day of  
December, A.D. 1964.

B E T W E E N:

THE TOWN OF CARMAN,

hereinafter called "Carman"  
OF THE FIRST PART,

- and -

ANGLO-CANADIAN OILS LIMITED,

hereinafter called "Anglo-Canadian"  
OF THE SECOND PART.

WHEREAS Anglo-Canadian Oils Limited is desirous of obtaining title to the property situate in the Town of Carman legally described as being Lot 26, Block 22, in Plan 32 as the same is shown on a sketch plan of survey, a copy of which is hereto attached and marked as Schedule "A" to this agreement;

AND WHEREAS all that portion of the said lands to be obtained by said Anglo-Canadian shown on said Schedule "A" coloured red is owned by David Friesen of the Town of Carman, in Manitoba, and the said Anglo-Canadian has entered into a separate agreement with the said David Friesen for the acquisition of that portion of the said lands;

AND WHEREAS the Town of Carman is proceeding to obtain title to those lands lying within the Boyne River in the Town of Carman including that portion of the above described lands shown on said Schedule "A" coloured green;

NOW THEREFORE THIS AGREEMENT WITNESSETH in consideration of the premises and in consideration of the sum of TWENTY-FIVE HUNDRED (\$2500.00) Dollars hereinafter provided paid, and in further consideration of the mutual covenants, agreements and provisoes hereinafter contained and set forth, the following:

1). The Town of Carman hereby covenants, undertakes and agrees as follows;

- (a) To proceed with its endeavour to obtain title to the lands lying in the Boyne River in the Town of Carman and particularly with those lands situate in the southeast quarter of Section 25-6-5 West and not contained in said Plan of Survey No. 32, registered in the Carman Land Titles Office.

PROVISO:

It is hereby understood and agreed between the parties hereto that the lands shown coloured green on Schedule "A" hereto attached form a part of the lands contained in the southeast quarter of Section 25-6-5 West not contained in Plan of Survey No. 32 to which said lands coloured green the Town of Carman is endeavoring to obtain title. It is understood that there is an adverse claim to these lands from the heirs of the Estate of Malcolm Egerton Demill, late of the Town of Carman who died on or about the 25th day of September, 1928. It is further understood that the Town of Carman will

continue to endeavor to settle out the claim of the said heirs of the said Demill Estate and obtain title to the said lands.

(b) It is further understood that the Town of Carman has initiated proceedings to obtain title to the said lands and that upon the Town obtaining a proprietary interest in the said lands it will provide Anglo-Canadian Oils Limited with a lease of the required property until such time as it is able to produce title so as to permit the Company to enter upon the lands and commence its operations.

2). Anglo-Canadian Oils Limited hereby covenants, undertakes and agrees to pay to the Town of Carman a sum equal to the cost of obtaining title to the said lands lying in the Boyne River in the Town of Carman.

3). It is mutually covenanted, agreed and understood between the parties hereto that the said Anglo-Canadian Oils Limited will immediately pay over the said sum of TWENTY-FIVE HUNDRED (\$2500.00) Dollars to Messrs. Grafton, Deniset, Dowhan, Muldoon & Perreault, Solicitors for the Town of Carman, and will pay the balance of said cost of obtaining title, if any, to the Town of Carman, upon production by the Town of Carman of title to the portion of land required to extend Lot 26, Block 22, Plan 32 being acquired from David Friesen by Anglo-Canadian Oils Limited to a depth of 120 feet, so as to create a lot 50.4 feet in width by 120 feet in depth; the 120 feet to be measured along the western limit of Provincial Trunk Highway No. 13 in the Town of Carman.

4). It is further mutually covenanted and agreed that, certain difficulties having arisen in dealing with the heirs of the said Malcolm

Egerton Demill, the Town will proceed to adopt such legal proceedings as may reasonably be initiated in order to perfect its claim to title, and will so conduct the proceedings as to obtain title for such reasonable cost as may be possible, both in the interest of the Town of Carman and Anglo-Canadian Oils Limited.

5). It is further mutually covenanted, agreed and understood herein that nothing in this agreement is assignable by Anglo-Canadian Oils Limited and that the Town of Carman is dealing only with the said Company. The Town of Carman will not hold itself bound in anyway to honour the covenants, undertakings and agreements contained herein with any person, firm or corporation other than Anglo-Canadian Oils Limited and that the said undertakings by the Town of Carman are made only as an inducement to persuade the Company to come into the Town and establish its business there.

IN WITNESS WHEREOF the parties hereto have caused their respective corporate seals to be hereto affixed, duly attested by the hands of its respective officers in that behalf, on the day and year first above written.

SIGNED, SEALED and DELIVERED )

) THE TOWN OF CARMAN

) per; L. R. Skeltors

) MAYOR

) per; R. L. Loepky

) SEC. - TREAS.

) ANGLO-CANADIAN OILS LIMITED

) per; J. J. Adams

) President

) per; A. B. King

) Secretary