

The Bell Telephone Co. of Canada  
Montreal

By-law 941

BILL OF SALE

by

THE CORPORATION OF THE VILLAGE OF COBDEN

to

THE BELL TELEPHONE COMPANY OF CANADA

BY-LAW NO. 941

THE CORPORATION OF THE VILLAGE OF COBDEN

PROVINCE OF ONTARIO

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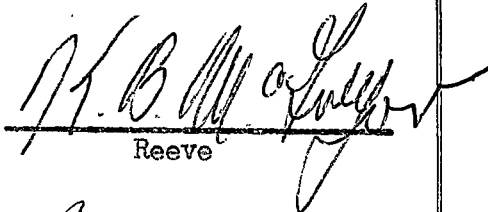
A by-law to authorize the execution of a Bill of Sale by The Corporation of the Village of Cobden to The Bell Telephone Company of Canada.


The municipal council of The Corporation of the Village of Cobden enacts as follows:

1. The Reeve and the Clerk of the said Corporation are hereby empowered and authorized to execute on behalf of the said Corporation under its corporate seal, a Bill of Sale, which has been read at the present meeting, whereby The Corporation of the Village of Cobden, as Vendor, sells to The Bell Telephone Company of Canada, as Purchaser, eleven (11) poles located on Crawford Street, between Main Street and the Township Line Road, and ten (10) poles located on Gould Street, between Main Street and the Township Line Road, in the Village of Cobden, Ontario, the whole as more particularly described in the said Bill of Sale, for the price of One Thousand Six Hundred Dollars (\$1600.00).

2. That this by-law shall come into force and effect on and after the passing thereof.

(Seal of Corporation)

  
Reeve

  
Clerk.

I hereby certify that the foregoing is a true copy of by-law No. 941 of The Corporation of the Village of Cobden passed by a vote of more than two-thirds of all the members of the Council of said Corporation present at a regular meeting of the said Council duly held on the fourteenth day of September, 1953.

  
CLERK.

# This Indenture

made in — duplicate — the fourteenth day of September  
in the year of our Lord one thousand nine hundred and fifty-three; \_\_\_\_\_

**Between:**

THE CORPORATION OF THE VILLAGE OF COBDEN, a municipal corporation of the Province of Ontario, herein acting and represented by H. B. Steyer, its Reeve, and J. L. Lanning, its Clerk, to these presents duly authorized under by-law No. 741 of the said Corporation, passed by the Council of said Corporation at a regular meeting of said Council duly held on the fourteenth day of September, 1953, a certified copy whereof is hereto annexed and forms part hereof, \_\_\_\_\_

hereinafter called the "Vendor—" of the First Part,

and

THE BELL TELEPHONE COMPANY OF CANADA, a body duly incorporated by Special Act of the Parliament of Canada, having its Head Office at the City of Montreal, Province of Quebec, herein acting and represented by its proper officers to these presents duly authorized under its by-laws, \_\_\_\_\_

hereinafter called the "Purchaser—" of the Second Part.

**Whereas** the said Vendor—is—possessed of the electrical—plant hereinafter set forth described and enumerated, \_\_\_\_\_

and hath—contracted and agreed with the said Purchaser— for the absolute Sale to it —, the said Purchaser—, of the same, for the sum of One Thousand Six Hundred Dollars (\$1600.00). \_\_\_\_\_

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of One Thousand Six Hundred Dollars (\$1600.00), \_\_\_\_\_

of lawful money of Canada, paid by the said Purchaser— to the said Vendor— at or before the sealing and delivery of these presents; (the receipt whereof is hereby by—it— acknowledged)—it—, the said Vendor—, HATH— BARGAINED, sold, assigned, transferred, and set over, and by these Presents DOTH— BARGAIN, sell, assign, transfer and set over unto the said Purchaser— \_\_\_\_\_

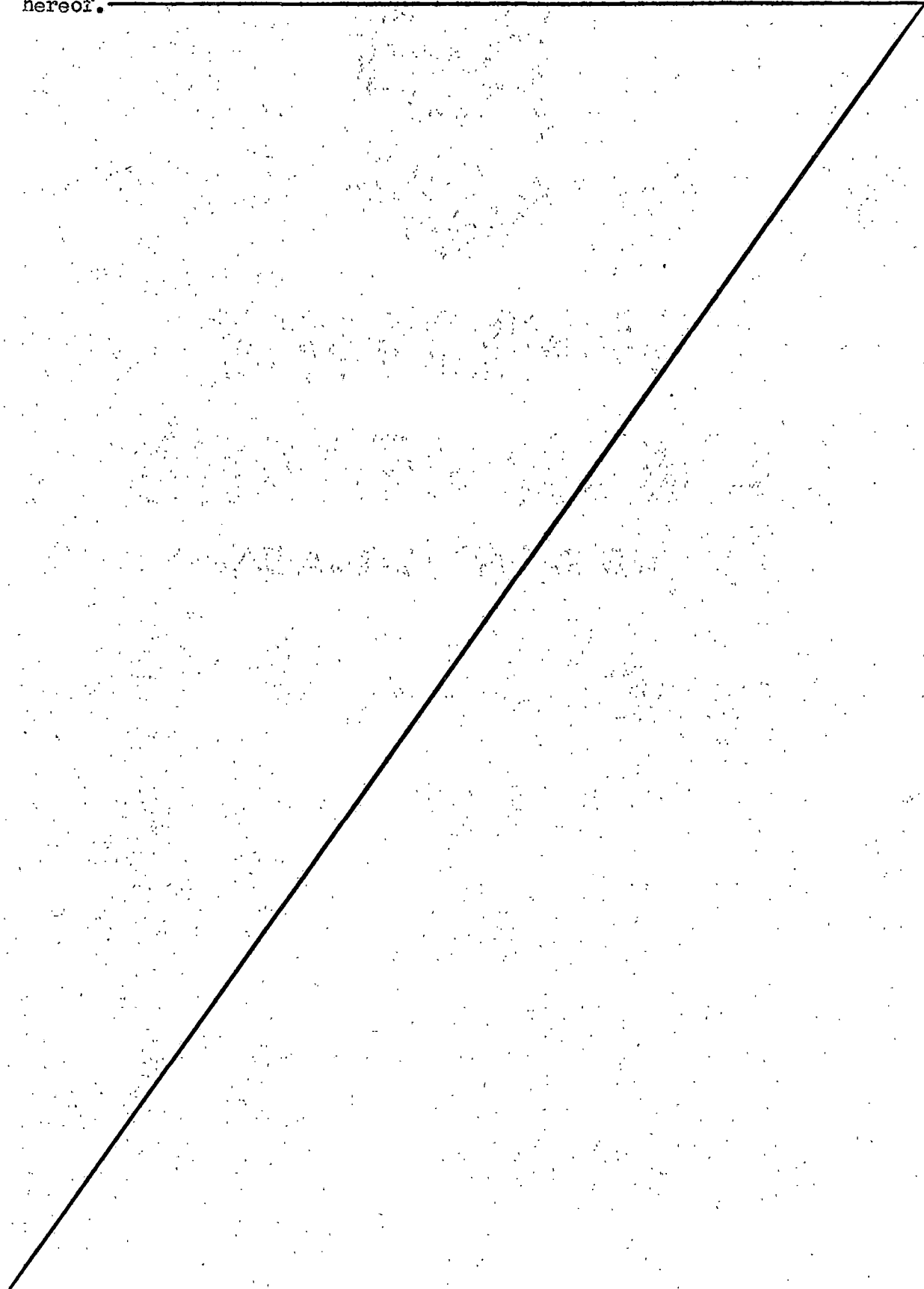
its successors— and assigns:—

All those the said—electrical——plant consisting of:—

The following poles situate in the Village of Cobden, in the County of Renfrew, Province of Ontario, namely:-

- (a) two (2) thirty-five foot (35') class 4 creosoted pine poles, five (5) thirty-five foot (35') class 5 creosoted pine poles and four (4) forty foot (40') class 5 creosoted pine poles, located on the West side of Crawford Street, between Main Street and the Township Line Road;
- (b) one (1) thirty-five foot (35') class 4 creosoted pine pole, four (4) thirty-five foot (35') class 5 creosoted pine poles, three (3) thirty-five foot (35') class 6 creosoted pine poles, one (1) thirty-five foot (35') class 7 creosoted pine pole and one (1) forty foot (40') class 4 creosoted pine pole, located on the West side of Gould Street, between said Main Street and said Township Line Road;

as shown on the plan marked Exhibit "A" hereto attached and forming part hereof.



AND all the interest of ~~it~~, the said Vendor, in, to and out of the said plant, and every part thereof: TO HAVE AND TO HOLD the said hereby assigned ~~electrical~~ plant and every part thereof, with the appurtenances and all the interest of the said Vendor thereto and therein, as aforesaid, unto and to the use of said Purchaser ~~its successors~~ and assigns to and for ~~its and their~~ sole and only use FOREVER, but this sale is made without any warranty or subrogation as to the right to erect or maintain the said ~~electrical~~ plant above mentioned either in its present or any other location.

AND the said Vendor ~~DOETH~~ hereby COVENANT PROMISE and AGREE with the said Purchaser in manner following, that is to say THAT ~~it~~, the said Vendor, ~~is~~ now rightfully and absolutely possessed of and entitled to the said hereby assigned ~~electrical~~ plant and every part thereof.

AND that the said Purchaser shall and may from time to time, and at all times hereafter, peaceably and quietly have, hold, possess and enjoy the said hereby assigned ~~electrical~~ plant and every part thereof, to and for ~~its~~ own use and benefit without any manner of hindrance, interruption, molestation, claim or demand whatsoever of, from or by ~~it~~, the said Vendor.

AND further it is covenanted and agreed by and between the Parties hereto that the Purchaser will forthwith at ~~its~~ own expense, remove and obliterate all words, letters, figures or marks painted, stencilled, printed, punched, hammered or marked on any poles, ~~crossarms or other~~ ~~chattels or fixtures~~ passing hereunder which would indicate that the same are the property of the said Vendor, and should ~~it~~ fail to do so the said Vendor ~~is~~ hereby relieved from all claims, suits, actions or damages resulting from any employee of the said Vendor interfering with, removing or destroying any pole, ~~crossarm or other chattel or fixture~~ passing hereunder upon which any such words, letters, figures or marks remain.

THE Vendor shall from time to time and at all times hereafter upon every reasonable request of and at the expense of the Purchaser, execute and deliver all further and other instruments and documents and do or cause to be done all acts and things whatsoever for the better and more perfectly conveying and assuring any and every thing hereby conveyed or agreed or intended so to be, and for the purpose of effectually carrying out the intents and purposes of this agreement.

The Purchaser hereby assumes all responsibility for and in respect of said property hereby conveyed to it and shall at all times hereafter well and truly save, defend, keep harmless and fully indemnify the Vendor, its successors and assigns, of, from and against all claims, loss, charges, damages, costs and expenses whatsoever which the said Vendor may at any time or times hereafter bear, sustain, suffer, be at, or be put to, for or by reason of the use, operation or maintenance thereof by the Purchaser, or anything in any manner relating thereto.

AND IT IS EXPRESSLY AGREED between the parties hereto that the grants, covenants and agreements, rights, powers, privileges and liabilities contained in this Bill of Sale shall be read and held as made by and with and granted to and imposed upon the respective parties hereto and their respective heirs, executors, administrators, successors and assigns, and these presents shall be read and construed the same as if the words heirs, executors, administrators, successors and assigns, had been inscribed in all proper and necessary places.

IN WITNESS WHEREOF the said parties hereto have executed these presents.

Signed, Sealed and Delivered,  
IN THE PRESENCE OF

VILLAGE OF COBDEN

*[Handwritten signature]*  
*[Handwritten signature]*

THE BELL TELEPHONE COMPANY OF CANADA

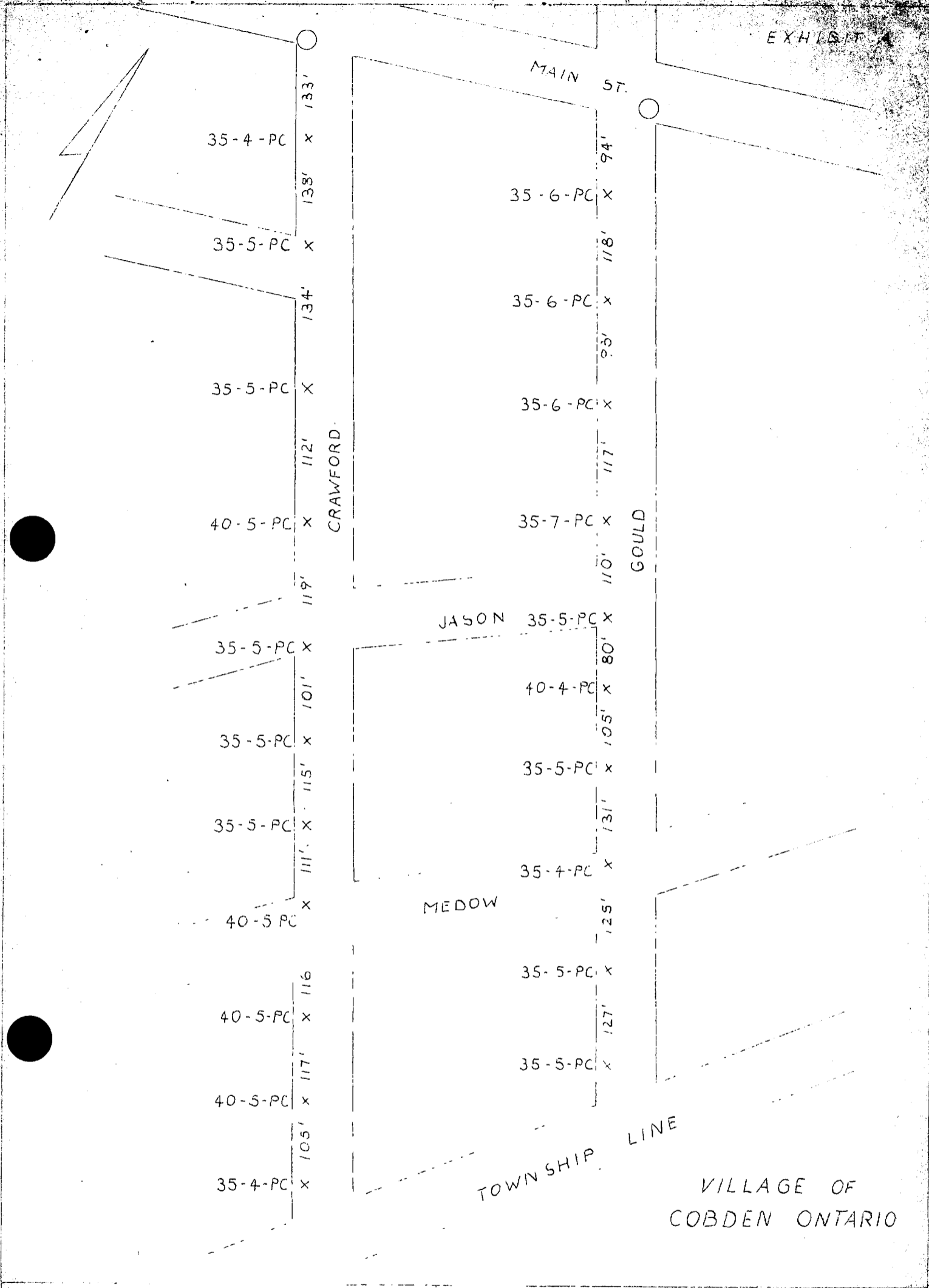
*[Handwritten signature]*  
VICE-PRESIDENT

*[Handwritten signature]*  
SECRETARY

*[Handwritten signature]*

B. T. Co.
Approved as to form
<i>E.M.B.</i>
Legal Dept.

*car*



K.C.O. 8153

THE BELL TELEPHONE COMPANY OF CANADA  
DIVISION PLANT ENGINEER'S OFFICE, E.O.D.

THIS IS EXHIBIT "A" REFERRED TO IN THE ATTACHED INDENTURE AND FORMING PART THEREOF  
MADE BETWEEN THE BELL TELEPHONE COMPANY OF CANADA AS "PURCHASER" AND THE CORPORATION OF  
THE VILLAGE OF COBDEN AS "VENDOR" AND DATED 1953.

*M. B. McLaughlin*

ON BEHALF  
THE CORPORATION OF THE VILLAGE OF COBDEN

SIGNED FOR IDENTIFICATION

ON BEHALF  
THE BELL TELEPHONE COMPANY OF CANADA