

THE CORPORATION OF THE TOWN OF LINCOLN

BY-LAW NO. 84-15

A By-law to authorize the conveyance of certain lands to William George Glover and Jeanine Clara Glover.

WHEREAS:

1. The Corporation of the former Township of Louth passed a by-law (Chapter 185) on the 18th May, 1874 enacting that the lands described in Schedule "A" annexed hereto and made part of this by-law be conveyed to David Grobb Smith.
2. The said by-law (Chapter 185) of the former Corporation of the Township of Louth was confirmed by By-law 100 of the Council of the former County of Lincoln passed on November 25, 1874.
3. It appears that David Grobb Smith did not effectively convey his interest in the lands described in Schedule "A" hereto but the lands have been in possession of certain successors of David Grobb Smith down through the years as evidenced by Instrument No. 286749 being an Order of His Honour Judge Kovacs of the County Court of the Judicial District of Niagara North dated the 1st February, 1974.
4. In order to perfect the title, the present owners of the lands described in Schedule "A" hereto, namely William George Glover and Jeanine Clara Glover, have requested that the successor municipality to the former Township of Louth, namely The Corporation of the Town of Lincoln, convey to them the said lands.
5. By By-law No. 1615 passed July 20th, 1964, the former Corporation of the Township of Louth, pursuant to the provisions of Section 462 of The Municipal Act, R.S.O. 1960, Chapter 249 stopped up and closed those lands described in Schedule "B" annexed hereto and made part of this by-law and authorized the leasing or selling of those lands on such terms and conditions as may be fixed by resolution of Council.
6. By-law 1615 of The Corporation of the former Township of Louth was confirmed by By-law 2104 of The Corporation of the County of Lincoln passed November 17th, 1964.

7. It appears that nothing further was effected by The Corporation of the former Township of Louth to convey the lands described in Schedule "B" hereto.


8. It would appear the lands described in Schedule "B" hereto have no effect on the interests of The Corporation of the Town of Lincoln (the successor to The Corporation of the former Township of Louth) and it has been submitted that such lands have been occupied by private citizens for many years.

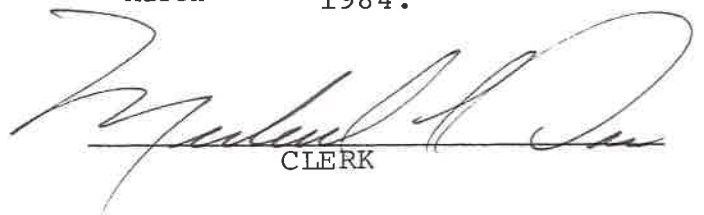
9. In view of the preceding paragraphs of this preamble, the Council of The Corporation of the Town of Lincoln deems it reasonable and necessary and expedient that the lands described in Schedules "A" and "B" annexed hereto be conveyed without consideration to William George Glover and Jeanine Clara Glover in order to correct a title problem which appears to have existed apparently for over a century.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF LINCOLN enacts as follows:

1. That a deed in the style and form of that annexed hereto as Schedule "C" and made part of this by-law, be prepared and executed and delivered to William George Glover and Jeanine Clara Glover conveying the lands described in Schedules "A" and "B" of this by-law to them and the Mayor and Clerk and each of them are hereby authorized to execute a deed in the form of Schedule "C" and to deliver the same to the Grantees therein.

PASSED this 5th day of March 1984.

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land and premises situate lying and being in the Town of Lincoln in the Regional Municipality of Niagara, formerly the Village of Bridgeport or Jordan Station in the former Township of Louth and being composed of all that portion of Eagle Street according to Plan No. 41A of the former Village of Bridgeport or Jordan Station lying north of William Street and extending to the lands of Canadian National Railways, formerly the Great Western Railway, and lying between Lot No. 32 on the West and Lot No. 33 on the East.

SCHEDULE "B"

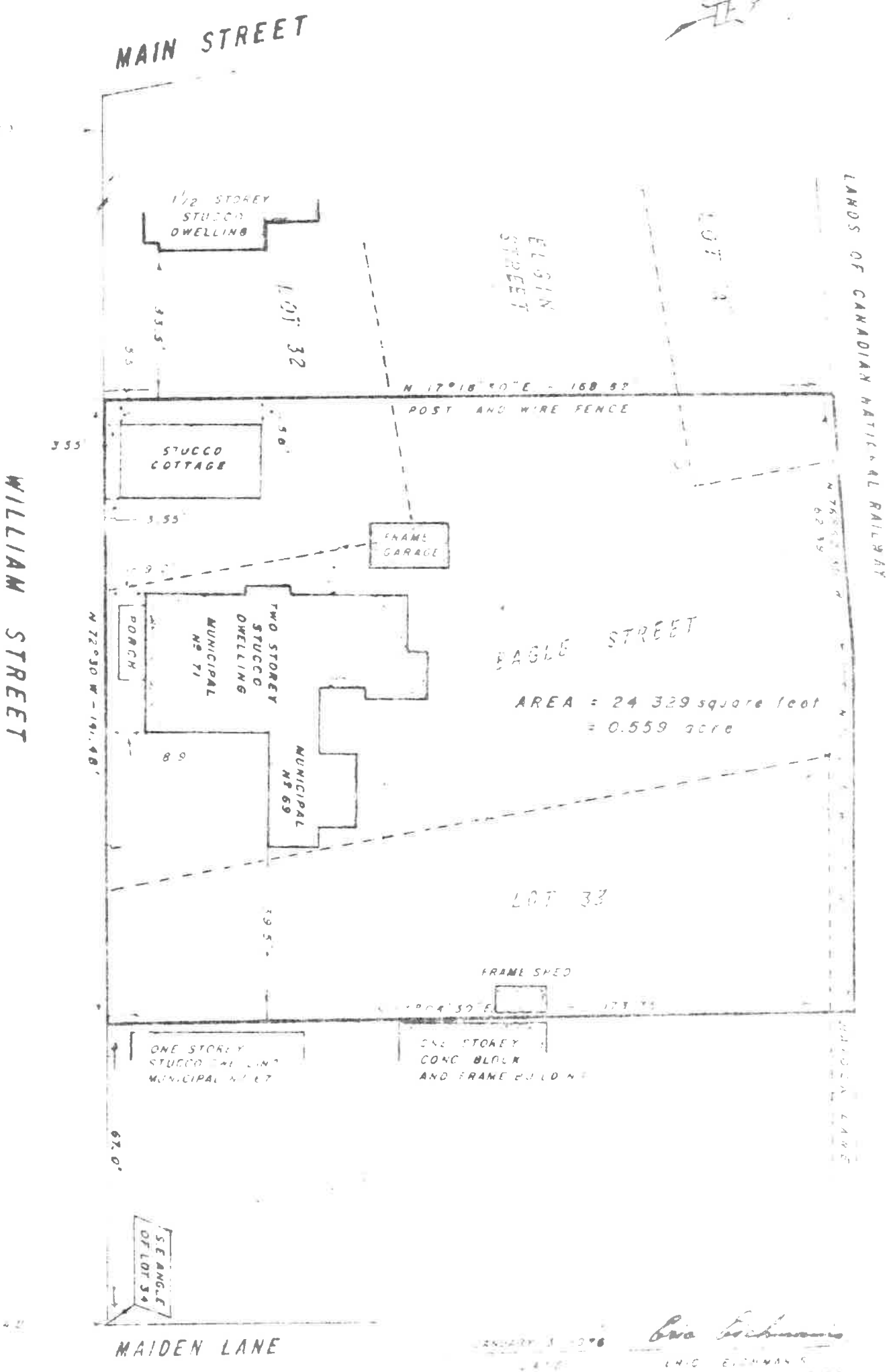
ALL AND SINGULAR that certain parcel or tract of land and premises situate lying and being in the Town of Lincoln in the Regional Municipality of Niagara, formerly the Village of Bridgeport or Jordan Station in the former Township of Louth, and being composed of all that portion of Elgin Street according to the said Plan No. 41A lying east of a line located and drawn as follows:

COMMENCING at a point in the southerly boundary of Lot No. 32 according to the said Plan No. 41A distant 208.48 feet on a course North 72 degrees 30 minutes West from the iron pipe marking the southeast angle of Lot No. 34 according to the said Plan No. 41A; THENCE North 17 degrees 18 minutes 30 seconds East 168.82 feet to a point in the northerly boundary of Lot A being also the southerly boundary of the lands of Canadian National Railways; which said line is also the westerly boundary of the lands described in Deed dated September 28, 1983 and registered in the Land Registry Office for the Registry Division of Niagara North as 469300, the lands in said Deed being shown enclosed in heavy outline on the survey plan by Eric Eichmanis, O.L.S., hereto annexed.

PLAN SHOWING  
 PARTS OF LOTS "A", 32 AND 33, AND PARTS OF EAGLE STREET, ELGIN  
 STREET AND MAIDEN LANE, REGISTERED PLAN 41A, VILLAGE OF  
 JORDAN STATION, COUNTY OF LINCOLN  
 NOW IN THE

**TOWN OF LINCOLN**  
 REGIONAL MUNICIPALITY OF NIAGARA

SCALE: 1" = 30'  
 1976.



AREA = 24 329 square feet  
 = 0.559 acre

JANUARY 3 1976

*Eric Eckman*

ERIC ECKMAN  
 ONTARIO LAND SURVEYOR  
 TOWN OF LINCOLN, ONTARIO



Regional Municipality of Niagara, formerly the Village of Bridgeport or Jordan Station in the former Township of Louth, and being composed of

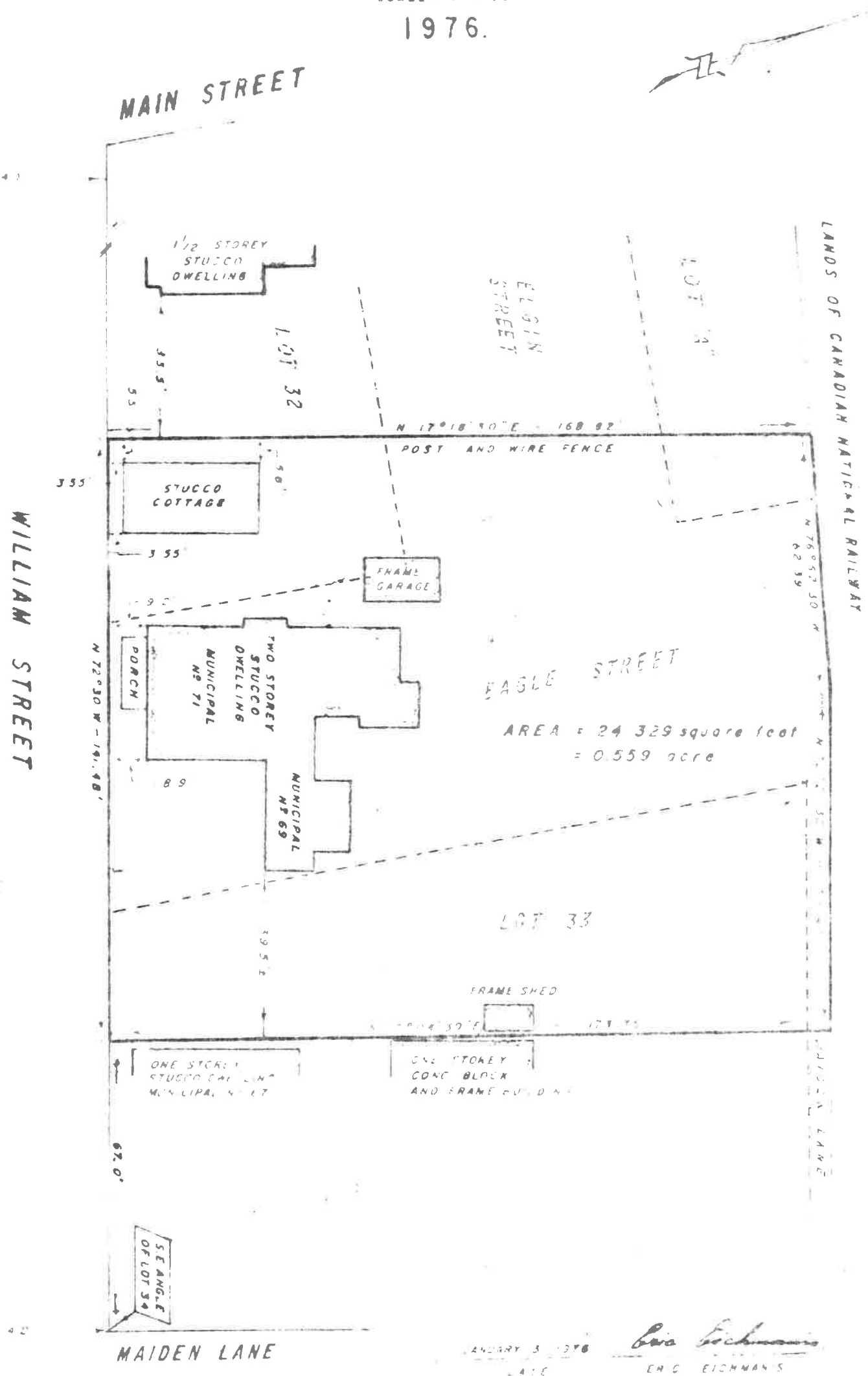
Firstly, all that portion of Eagle Street according to Plan No. 41A of the former Village of Bridgeport or Jordan Station lying north of William Street and extending to the lands of Canadian National Railways, formerly the Great Western Railway, and lying between Lot No. 32 on the West and Lot No. 33 on the East;

And Secondly, all that portion of Elgin Street according to the said Plan No. 41A lying east of a line located and drawn as follows: Commencing at a point in the southerly boundary of Lot No. 32 according to the said Plan No. 41A distant 208.48 feet on a course North 72 degrees 30 minutes West from the iron pipe marking the southeast angle of Lot No. 34 according to the said Plan No. 41A; Thence North 17 degrees 18 minutes 30 seconds East 168.82 feet to a point in the northerly boundary of Lot A being also the southerly boundary of the lands of Canadian National Railways; which said line is also the westerly boundary of the lands described in Deed dated September 28, 1983 and registered in the Land Registry Office for the Registry Division of Niagara North as 469300, the lands in said Deed being shown enclosed in heavy outline on the survey plan by Eric Eichmanis, O.L.S., hereto annexed.

PLAN SHOWING  
 PARTS OF LOTS "A", 32 AND 33, AND PARTS OF EAGLE STREET, ELGIN  
 STREET AND MAIDEN LANE, REGISTERED PLAN 41A, VILLAGE OF  
 JORDAN STATION, COUNTY OF LINCOLN

NOW IN THE  
**TOWN OF LINCOLN**  
 REGIONAL MUNICIPALITY OF NIAGARA

SCALE - 1" = 30'  
 1976.



JANUARY 3 1976  
 ERIC EICHMAN'S  
 ONTARIO LAND SURVEYOR  
 TOWN OF LINCOLN, ONTARIO

as joint tenants and not as tenants in common

TO HAVE AND TO HOLD unto the said Grantee, his heirs, executors, administrators and assigns or its successors and assigns, as the case may be, to and for their sole and only use forever.

SUBJECT NEVERTHELESS to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown.

The said Grantor COVENANTS with the said Grantee that he has the right to convey the said lands to the said Grantee notwithstanding any act of the said Grantor.

AND that the said Grantee shall have quiet possession of the said lands free from all encumbrances.

AND the said Grantor COVENANTS with the said Grantee that he will execute such further assurances of the said lands as may be requisite.

AND the said Grantor COVENANTS with the said Grantee that he has done no act to encumber the said lands.

AND the said Grantor RELEASES to the said Grantee ALL his claims upon the said lands.

AND the said Spouse of the Grantor hereby consents to the transaction evidenced by this Indenture.

PROVIDED that in construing these presents the words "Grantor" and "Grantee" and the pronouns "he", "his" or "him" relating thereto and used therewith shall be read and construed as "Grantor" or "Grantors", "Grantee" or "Grantees", and "he", "she", "it" or "they", "his", "her", "its" or "their", or "him", "her", "it" or "them", respectively, as the number and gender of the party or parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals.

Signed, Sealed and Delivered  
IN THE PRESENCE OF

THE CORPORATION OF THE TOWN OF LINCOLN

Per *Jay A. Kenzie*

Per *[Signature]*

AFFIDAVIT OF SUBSCRIBING WITNESS

I,  
of the  
in the

make oath and say:

\*See footnote I am a subscribing witness to the attached instrument and I was present and saw it executed at \_\_\_\_\_ by \_\_\_\_\_

\*See footnote I verily believe that each person whose signature I witnessed is the party of the same name referred to in the instrument.

SWORN before me at the

this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

A COMMISSIONER FOR TAKING AFFIDAVITS ETC

\* Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add "after instrument had been read to him and he appeared fully to understand it". Where executed under a power of attorney insert "(name of attorney) as attorney for (name of party)"; and for next clause substitute "I verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)".

Dated January 23 19 84.

THE CORPORATION OF THE TOWN OF LINCOLN

—TO—

WILLIAM GEORGE GLOVER et ux

Deed of Land  
SITUATE

Newsome and Gilbert, Limited, — Form 109, 113, 1159 or 1162

ASSESSMENT ROLL No. \_\_\_\_\_

ADDRESS OF PROPERTY, 69-71 William Street  
Jordan Station, Ontario.

WILLIAM J. I. MALCOLM  
Barrister & Solicitor  
20 Hughson Street South  
Hamilton, Ontario

REGISTRATION FEE	
LAND TRANSFER TAX	
PROPERTY SALES TAX	

