## Court File No. CV-23-000061500-0000

## ONTARIO SUPERIOR COURT OF JUSTICE

BETWEEN:

## EVELYN SUSAN DUCK and JEFFREY LAWRENCE DUCK

**Applicants** 

- and -

## HIS MAJESTY THE KING IN RIGHT OF ONTARIO, as represented by the Ministry of Natural Resources and Forestry and ROYAL BANK OF CANADA

Respondents

## APPLICATION RECORD

Hedley, McLachlin & Attema Barristers and Solicitors 311 Broad Street East Dunnville, Ontario N1A 1G4

Michael J. McLachlin

Tel: 905-774-9988 Fax: 905-774-6637

Email: mmchlachlin@hedleylaw.com

Solicitor for the Applicants

## TO: HIS MAJESTY THE KING IN RIGHT OF ONTARIO as represented by THE MINISTRY OF NATURAL RESOURCES AND FORESTRY

720 Bay Street, 11<sup>th</sup> Floor Toronto, Ontario M5G 2K1

## **ROYAL BANK OF CANADA**

10 York Mills Road, 3<sup>rd</sup> Floor Toronto, Ontario M2P 0A2

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Court File No.CV-23-000061500-0000

## ONTARIO SUPERIOR COURT OF JUSTICE

BETWEEN:

## EVELYN SUSAN DUCK and JEFFREY LAWRENCE DUCK

**Applicants** 

- and -

## HIS MAJESTY THE KING IN RIGHT OF ONTARIO, as represented by the Ministry of Natural Resources and Forestry and ROYAL BANK OF CANADA

Respondents

IN THE MATTER OF the Beds of Navigable Waters Act, R.S.O. 1990 c.B-4;

And in the matter of the lands legally described as Part of Lot 2, Range 2, Former Township of South Grimsby as in RO660971; Township of West Lincoln, being PIN 46056-0355 (LT).

## NOTICE OF APPLICATION

## TO THE RESPONDENTS

A LEGAL PROCEEDING HAS BEEN COMMENCED by the applicants. The claim made by the applicants appears on the following page.

THIS APPLICATION will come on for a hearing (choose one of the following)

☐ In person
☐ By telephone conference
■ Ry video conference

- 2 -

at the following location

59 Church Street, St. Catharines, ON L2R 7N8

(Courthouse address or telephone conference or video conference details, such as a dial-in number, access code, video link, etc., if applicable)

on Wednesday, August 9, 2023 at 10:00 a.m

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the Application or to be served with any documentation in the Application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the Rules of Civil Procedure, serve it on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least two days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

DATE:	MAY 18	, 2023	ISSUED BY	
				Local Registrar Address of Court Office:

59 Church Street St. Catharines, ON L2R 7N8 - 3 -

## TO: HIS MAJESTY THE KING IN RIGHT OF ONTARIO as represented by THE MINISTRY OF NATURAL RESOURCES AND FORESTRY

720 Bay Street, 11<sup>th</sup> Floor Toronto, Ontario M5G 2K1

## **ROYAL BANK OF CANADA**

10 York Mills Road, 3<sup>rd</sup> Floor Toronto, Ontario M2P 0A2 - 4 -

## **APPLICATION**

## 1. THE APPLICANT MAKES APPLICATION FOR:

- (a) An Order declaring that the North Creek as it passes through the property of the Applicants, Evelyn Susan Duck and Jeffrey Lawrence Duck, legally described as Part of Lot 2, Range 2, Former Township of South Grimsby as in RO660971; Township of West Lincoln, being PIN 46056-0355 (LT), is navigable within the meaning of the *Beds of Navigable Waters Act*, R.S.O. 1990, c.B.4.;
- (b) An Order that the Crown, as represented by the Ministry of Natural Resources and Forestry for the Province of Ontario, has title of those lands which lie below the low water mark of the said North Creek as it crosses the said lands of the Applicants, being as shown in a draft reference plan survey of Rasch & Hyde Ltd. dated August 31, 2022;
- (c) An Order that the draft reference plan of Rasch & Hyde Ltd. of the lands described in paragraph 1 (a) and dated August 31, 2022, be deposited as a reference plan in the Land Registry Office for the Registry Division of Niagara North (No. 30);
- (d) The costs of this Application on a substantial indemnity scale, if this Application is opposed;
- (e) Such further and other relief as this Honourable Court may deem just and proper.

## 2. THE GROUNDS FOR THE APPLICATION ARE:

- 5 -

- (a) The grounds more particularly set out in the Affidavit of Evelyn Susan Duck, sworn May 12, 2023, and the Affidavit of Harold Hyde, sworn May 17, 2023;
- (b) The Beds of Navigable Waters Act, R.S.O. 1990, c.B.4; and
- (c) Rule 14.05 and Rule 38 of the Rules of Civil Procedure.
- 3. **THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the Application:
  - (a) the Affidavit of Evelyn Susan Duck sworn May 12, 2023;
  - (b) the Affidavit of Harold Hyde sworn 17, 2023; and
  - (c) such further and other material as counsel may advise and this Honourable Court permit.

DATE OF ISSUE: May 17, 2023

Hedley, McLachlin & Attema

Barristers and Solicitors 311 Broad Street East Dunnville, Ontario N1A 1G4

Michael J. McLachlin

Tel:(905) 774-9988 Fax: (905) 774-6637

Email: mmclachlin@hedleylaw.com

Solicitor for the Applicants

Applicants		EVELYN SUSAN DUCK and JEFFREY LAWRENCE DUCK
Respondents	as represented by the Ministry of Natural Resources and Forestry, et al.	- and - HIS MAJESTY THE KING IN RIGHT OF ONTARIO,

(Short title of proceeding)

# SUPERIOR COURT OF JUSTICE

ONTARIO

PROCEEDING COMMENCED AT: St. Catharines

## NOTICE OF APPLICATION

## Hedley, McLachlin & Attema

Barristers and Solicitors 311 Broad Street East Dunnville, Ontario N1A 1G4

## Michael J. McLachlin

Tel: (905) 774-9988 Fax: (905) 774-6637 Email: <a href="mmclachlin@hedleylaw.com"><u>mmclachlin@hedleylaw.com</u></a>

Solicitor for the Applicants

Court File No.

## ONTARIO SUPERIOR COURT OF JUSTICE

BETWEEN:

EVELYN SUSAN DUCK and JEFFREY LAWRENCE DUCK

Applicants

- and -

HIS MAJESTY THE KING IN RIGHT OF ONTARIO, as represented by the Ministry of Natural Resources and Forestry and ROYAL BANK OF CANADA

Respondents

IN THE MATTER OF the Beds of Navigable Waters Act, R.S.O. 1990 c.B-4;

And in the matter of the lands legally described as Part of Lot 2, Range 2, Former Township of South Grimsby as in RO660971; Township of West Lincoln, being PIN 46056-0355 (LT)

## AFFIDAVIT OF EVELYN SUSAN DUCK

I, EVELYN SUSAN DUCK, of the Regional Municipality of Niagara, in the Province of Ontario MAKE OATH AND SAY AS FOLLOWS:

- I am one of the Applicants in this proceeding and as such have knowledge of the matters hereinafter deposed to.
- Together with my spouse, Jeffrey Lawrence Duck, I acquired title to the property legally described as Part of Lot 2, Range 2, Former Township of South Grimsby as in RO660971;
   Township of West Lincoln, being PIN 46056-0355 (LT) by way of the Transfer registered as Instrument RO660971 on January 15, 1993. A copy of the said Transfer registered as Instrument

RO660971 is attached hereto and marked as Exhibit "A" to this affidavit.

- 3. The Transferor in the said Transfer registered as RO660971, Jan De Groot, was my father. My father had acquired title to the property by way of Instrument RO435478, registered August 12, 1981, a copy of which is attached hereto and marked as **Exhibit "B"** to this affidavit. The Transferor in RO435478 was Harry De Groot, my grandfather, who in turn had originally acquired title in the property by way of Instrument 19429 registered August 8, 1957, a copy of which is also attached hereto and marked as **Exhibit "C"** to this affidavit.
- 4. As a youth, I grew up at the property at 7224 Twenty Road, which is located directly across the road from the lands to which this application relate. I was born October 15, 1969. As a consequence, I have been familiar with the subject property for many years, since I was very young.
- 5. The subject lands are designated in the Land Registry System as PIN 46056-0355 (LT).
  A copy of the parcel register for the said property is attached hereto and marked as Exhibit "D" to this affidavit. A copy of the Teraview PIN map is attached hereto and marked as Exhibit "E" to this affidavit.
- 6. Title to the property is subject to a mortgage in favour of Royal Bank of Canada registered as NR445803 on May 2, 2017, a copy which is attached and marked as **Exhibit "F"** to this affidavit. Royal Bank of Canada is named as a Respondent in the within proceeding as a consequence of its said registered rights in the property.
- 7. The property which I co-own with my spouse, Jeffrey Lawrence Duck, is traversed by the North Creek, which I have observed to be a substantial watercourse containing, for the majority of the year, a significant flow of water. When the water in the North Creek is not frozen, the Creek is ordinarily of such depth and width that it is not possible to cross it without wading through the creek, swimming or using a canoe or other small water craft. For the majority of the

year, the North Creek, as it passes through the property, is navigable by a small boat.

- 8. It is not possible to walk from one side of the creek to the other side of the creek. The residence located on the property is along Twenty Road and located on Part 2 on the draft reference plan survey of Rasch & Hyde Ltd. of August 31, 2022. In order to access the lands which are Part 1 on the said survey (which are farmed by my family) one must exit on to Twenty Road and drive westerly, turning right on to South Grimsby Road 10 and accessing the said lands north of the creek where there is a separate entrance way on to Part 1 on the draft reference plan survey.
- 9. The creek, as it crosses through our property, is accessible from a public roadway where the creek crosses under South Grimsby Road 10.
- 10. Throughout our ownership of the property, the creek has regularly been used for recreational purposes. In the summer, family and friends have fished out of the creek and it is not uncommon to see people fishing the creek from the bridge where South Grimsby Road 10 crosses over it. In the past, as a child, family members would traverse the creek by canoe and my daughter also canoed the creek when she was a child.
- 11. Attached hereto and marked as **Exhibit "G"** to this affidavit are photographs which I or other family members have taken of the North Creek as it passes through the property. These photographs have been recently taken either from the rear of my residence which is located on the premises of the creek as it passes by or from South Grimsby Road 10 near where the creek crosses under the road.
- 12. This Affidavit is sworn in support of an Application for a declaration that the North Creek, as it passes through the property owned by myself and Jeffrey Lawrence Duck, is a navigable body of water and that, as such, the creek bed is owned by the Crown. The effect of such an Order would be that the North Creek forms a natural severance between the lands on the

-4-

north side of the creek and the lands on the south side of the creek and the lands on either side of North Creek would be separate parcels of land capable of being conveyed independently of one another.

13. I swear this affidavit in support of the within Application and for no other or improper purpose.

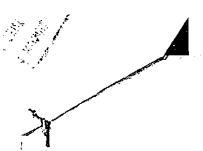
SWORN BEFORE ME	)	
at Haldimand County	)	
in the Province of Ontario	)	
on MAY 12 , 2013	)	1
	)	
unto di	)	
A Commissioner for Taking Affidavits	)	

Exhibit A to the Affidavit of Evelyn Susan Duck sworn the 12<sup>th</sup> day of May, 2023

Commissioner

Attachm	nent	No. 1	to	PD-3	8-2023
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	Onterio				er/De	75. GP	277					0	A
	6609	-	140	<u> </u>	Registry [2 Property Identifier(s)	Blo	and Titles 🗌	(2) Property	Page 1 of	3	pages	Addition	
CERTIFICATE OF REGISTRATION					(4) Consideration ONE HUNDRED AND TWENTY-FIVE THOUSAND————————————————————————————————————								
FOR OFFICE USE ONLY	NIAGARA NORTH NO. ST. CATHARINES  R.H. Way our  New Property Mor Wild Stateman		Additional See Schedule Vaditional See Schedule		Township Regional	This is a: Lot 2/oi of West Municip y Townsh	Property Division [] nge 2 Gore Sou Lincoln, ality of ip of Sou	Prope Cons th of Niaga th Gr	erty olidation [ Twenty ra	Mile	Creek	inco	ln).
(1	6) This (a) Redescription Document New Easement Contains Plan/Sketch		) Schedi Descriptio		Additional Parties	Other [	Fee Si		Transferred				
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Ì	DUCK's. Evelyn Susan			4							1969.	10	10
	DUCK, Jeffrey Lawrence		45555 24555		*******		omme.				1963		.Q2
•	as .Joint. Tenants		15711			******	desid						
(1:	2) Transfereo(s) Address for Service R.R. (	1, 8	aithv	111e, 0	ntario	LOR	2 <b>A</b> 0						
OPTIONAL	(13) Transferor(s) The transferor of Ptanning Act, 1983.  Signature. James (100) Solicitor for fransferor(s) I have exto determine that this transfer does not belief, this transfer does not can be seen and belief, this transfer does not can be seen and the seen and	Conplained not co	offe with	1993 ct of section that section	of Signature M D 01 15 49 of the Plan and based o	Signature nning Act, 19 on the inform	53 to the transfeation supplied	an De	Sion i	figulite	1993 of the treat	M Signa M 01 naferor wiedge of Signa M	15
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10	6) Municipal Address of Property R.R. #1, Smithville, Ontario LOR 2AO		_	WILLIA SIMPSO 1030 - P.O. B	M N. CAL M N. CAL N, WIGLE 120 Kin ox 990, on, Onta	LAGHAN ; g St. W		FOR OFFICE USE OF	Land Transf	-	9	02	/



## SCHEDULE "A"

part of lot 2, Range 2, of the Gore South of the Twenty Mile Creek, in the said former Township of South Grimsby, and containing by admeasurement 47.66 acres be the same more or less, and which said parcel may be more particularly described as follows:

COMMENCING at an iron pin marking the southeast angle of said Lot 2;

THENCE North O degrees 47 minutes 30 seconds West in and along a fence

line marking the easterly limit of Lot 2, aforesaid, 1,512.0 feet to an

iron pin;

THENCE North 81 degrees 09 minutes West in and along a fence line 1,749.9 feet to an iron pin planted in the easterly limit of a given road;

THENCE South 0 degrees 59 minutes 30 seconds East in the said Easterly limit of the given road as fenced 898.4 feet to an iron tube planted in the southerly limit of said Lot 2;

THENCE South 63 degrees 01 minutes 30 seconds East in the said southerly limit of lot 2 being the northerly limit of the road allowance between the former Townships of South Grimsby and Caistor, 1,946.1 feet more or less to the POINT OF COMMENCEMENT.



Affidavit of Residence and of Value of the Consideration

the Twenty Mile Creek, in the Township of West Lincoln, Region formerly the Township of South Grimsby, County of Lincoln,	
print names of all transisces in full)	
JAN DE GROOT	
EVELYN SUSAN DUCK and JEFFREY LAWRE	ICE DUCK
Jeffrey Lawrence Duck	
KE OATH AND SAY THAT:	
BITI (place a clear mail within the equare appeals that one of the following paragraphs that describes the capacity of the depon	milalji: (see kannection 2)
[ [a] A person in trust for whom the land conveyed in the above-described conveyance is being conv	ryed;
(b) A trustee named in the above-described conveyance to whom the land is being conveyed;  (c) A transferse named in the above-described conveyance;	
(d) The authorized agent or solicitor acting in this transaction for (maint name(s) of principalis)	
described in paragraph(s) (a). (b). (c)	Shows; (strike out retimences to inapplicable paragraphs)
(e) The President, Vice-President, Manager, Secretary, Director, or Tressurer authorized to act for	
described in paragraph(s) (a). (b), (c)	bove: (strice out references to himplicable paragraphs)
(f) A transferee described in paragraph( . C ) (tower only one of paragraph (s), (b) or (d above, as applicable)	
behalf of #wart name of sposse) Evelyn Susan Duck	who is my spouse descri
in paragraph ( 1 c ) (must only one of paragraph (a), (b) or (c) above, as applicable) and as such , I have pe To be completed where the value of the consideration for the conveyance exceeds \$400,000).	rsonal knowledge of the facts herein daposed to:
have read and considered the definition of "single family residence" set out in clause 1(1)(ja) of the Act.	The land conveyed in the above described conveyer
contains at least one and not more than two single family residences. More: Clause 2(1)(d) impo	ses en additional tex at the rate of one-half of one
	sideration in excess of \$400,000 where the convey and not more than two single family residences.
contains more than two single family residences, tree instruction of accountment in the considered the definitions of "non-resident corporation" and "non-resident person" act	
and each of the following persons to whom or in trust for whom the land is being conveyed in the above	
or a "non-resident person" as set out in the Act. (see Instructions 4 and 5) None	
THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:	WIN
	00,000
(b) Mortgages (i) Assumed (show principal and laterest to be credited against purchase price)	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
(ii) Given back to vendor	,000.00
(ii) Given back to vendor \$\frac{100}{\text{nil}}\$  (c) Property transferred in exchange (detail below) \$\frac{1}{\text{nil}}\$	.00.000
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(ii) Given back to vendor  (c) Property transferred in exchange (statel below)  (d) Securities transferred to the value of (statel below)  (e) Liens, legacles, enquities and maintenance changes to which transfer is subject  (f) Other valueble consideration subject to land transfer tax (shoul below)  (g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Tratel of (a) to (f))  (h) VALUE OF ALL CHATTELS - items of tengble personal property	\$ nil \$ nil
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(ii) Given back to vendor  (c) Property transferred in exchange (statel below)  (d) Securities transferred to the value of (statel below)  (d) Securities transferred to the value of (statel below)  (e) Liens, legacies, ensurities and maintenance changes to which transfer is subject  (f) Other valueble consideration subject to land transfer tax (statel below)  (g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f))  (h) VALUE OF ALL CHATTELS - items of tangible personal property (fixel Sales Tax be provided on the value of all charities unless excempt ender the providers of the "Real's Sales Tax be, R.S.O. 1800, c.54, as seanched]  (ii) Other consideration for transaction not included in (g) or (h) above	\$ nil \$ nil \$ 125,000.00 \$ 125,000.00
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Exhibit B to the Affidavit of Evelyn Susan Duck sworn the 12<sup>th</sup> day of May, 2023

Commissioner

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

\*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 secuted under a power of interpolination (instrument) as attorney for (name of party)"; and for next clause substitute "I verity believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)".

9:55 Clare 1	HARRY DE GROOT	—TO—	JAN DE GROOT	AR# 1 Ond .	PPD INT MENTE SITUATE Nip of West Lincoln, nal Municipality of ra.	Newsome and Gilbert, Limited, Form 189, 113, 1169 or 1162, spessurent ROLL NO.	Ss of PROPERTY.  R. R. #1,  Smithville, Ontario.		HOVID, CALLAGHAN, WILKINS HOVIUS tters and Solicitors, est Avenue, on, Ontario.
Dated	435478	No.   Registry Division of Niagara North (No. 30)   CERTIFY that this instrument is registered as of   M.	Jano REGISTRAR	!	Colie Ranges deolder Township of West Lincoln Regional Municipality of Niagara		OUS Smithville		MURGAT © Barris 11 For Hamilt
	43	No. Registry Division 1 CERTIFY that thi 55 A.M. Registry, Office	ontario.		Actual Land		8	Δ	REGISTRATION FEE

THIS SPACE TO BE RESERVED FOR CERTIFICATE OF REGISTRATION

435478

THIS INDENTURE made in duplicate the 1st day of

JANUARY, 1981.

BETWEEN:

HARRY DE GROOT, of the Township of West Lincoln, in the Regional Municipality of Niagara, personally and in his capacity as Executor of the Estate of ELISABETH DE GROOT, late of the said Township of West Lincoln,

hereinafter called "GRANTOR" of the FIRST PART;

AND:

JAN DE GROOT, of the said Township of West Lincoln,

hereinafter called "GRANTEE" of the SECOND PART;

AND:

CORNELIA JOHANNA DE GROOT, spouse of the Grantor, of the same place,

hereinafter called "SPOUSE" of the THIRD PART.

WHEREAS the said HARRY DE GROOT, ELISABETH DE GROOT and JAN DE GROOT, own the hereinafter described lands in partnership;

AND WHEREAS the said Elisabeth De Groot died on or about the 8th day of February, 1977;

AND WHEREAS the Surrogate Court of the Judicial District of Niagara North did grant unto the said Harry De Groot Letters Probate of the Estate of Elisabeth De Groot on the 18th day of April, 1978.

AND WHEREAS the said Letters Probate of the said Estate are registered in the Registry Office for the Registry Division of Niagara North as No. 435469 on the 16th day of Cugust 1981.

AND WHEREAS Certificate for Registration No. 978770 for the Estate of Elisabeth De GRoot was registered in the registry Office for the said Registry Division as No. 366373 on the 28th day of October, 1977;

AND WHEREAS the said Harry De Groot wishes to convey all his interest in the said lands and all interest of the estate to Jan De Groot.

WITNESSETH that in consideration of other valuable consideration and the sum of ONE DOLLAR of lawful money of Canada now paid by the said Grantee to the said Grantor (the receipt whereof is hereby by him acknowledged) he the said grantor DOTH GRANT unto the said Grantee in fee simple

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the Township of West Lincoln, in the Regional Municipality of Niagara, formerly in the Township of Caistor, County of Lincoln, and being composed parts of lots 2 and 3, in the 7th Concession of the said Township and Part of lot 2, Range 2, Gore South of the Twenty Mile Creek in the Township of South Grimsby all as more particularly described in Schedule "A" attached hereto.

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

SUBJECT NEVERTHELESS to the reservations, limitations, provisoes 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 Spouse of the Third Part consents to this transaction as 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 Belivered IN THE PRESENCE OF

HARRY DE GROOT, in his personal capacity and in his capacity as Executor of the Estate of ELISABETH

DE GROOT

Mindie Frank aug GROOT,

## Attachment No. 1 to PD-38-2023

SCHEDULE "A"

ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being, in the Township of West Lincoln, in the Regional Municipality of Niagara, formerly in the Township of South Grimsby, and formerly in the Township of Caistor, County of Lincoln, and being composed of

### FIRSTLY:

part of lot 2, Range 2, of the Gore South of the Twenty Mile Creek, in the said former Township of South Grimsby, and containing by admeasurement 47.66 acres be the same more or less, and which said parcel may be more particularly described as follows:

COMMENCING at an iron pin marking the southeast angle of said Lot 2;

THENCE North 0 degrees 47 minutes 30 seconds West in and along a fence

line marking the easterly limit of Lot 2, aforesaid, 1,512.0 feet to an

iron pin;

THENCE North 81 degrees 09 minutes West in and along a fence line 1,749.9 feet to an iron pin planted in the easterly limit of a given road;
THENCE South 0 degrees 59 minutes 30 seconds East in the said Easterly
limit of the given road as fenced 898.4 feet to an iron tube planted in the southerly limit of said Lot 2;

THENCE South 63 degrees 01 minutes 30 seconds East in the said southerly limit of lot 2 being the northerly limit of the road allowance between the former Townships of South Grimsby and Caistor, 1,946.1 feet more or less to the POINT OF COMMENCEMENT.

## SECONDLY:

part of lots 2 and 3, in the 7th Concession, of the former Township of Caistor, County of Lincoln, now Township of West Lincoln, Regional Municipality of Niagara, and containing by admeasurement 234.87 acres be the same more or less and which said parcel may be more particularly described as follows:

COMMENCING at an iron pin marking the northwest angle of said lot 3;
THENCE South 62 degrees 52 minutes east in the northerly limit of said
Lot 3, being the southerly limit of the road allowance between the
Townships of South Grimsby and Caistor, commonly known as the Town Line
1,174.5 feet to an iron pin;

THENCE South 0 degrees 56 minutes 30 seconds East in and along a fence line 2,118.1 feet to an iron pin;

69) (98

THENCE South 89 degrees 01 minutes 30 seconds East in and along a fence line 408.5 feet to an iron pin marking an angle therein;

THENCE South 88 degrees 30 minutes 30 seconds East continuing in and along the said fence line 268.5 feet to an iron pin;

THENCE North 1 degree 49 minutes West in and along a fence line 386.6 feet to an iron pin;

THENCE North 88 degrees 57 minutes 30 seconds east, in and along a fence line, 33.0 feet to an iron pin;

THENCE North 0 degrees 46 minutes 30 seconds West in and along a fence line 1,221.1 feet to an iron pin;

THENCE South 82 degrees 20 minutes 30 seconds East in and along a fence line 422.7 feet to an iron pin planted in the said southerly limit of the Town Line;

THENCE South 63 degrees 01 minutes 30 seconds East in the said southerly limit of the Town Line 513.0 feet to an iron pin;

THENCE South 1 degree 17 minutes 30 seconds East in and along a fence
line, 3,056.9 feet to an iron pin marking an angle therein;
THENCE South 1 degree 19 minutes East continuing in the said fence line,

THENCE North 63 degrees 06 minutes 30 seconds West in and along a fence line, 1,000.2 feet to an iron pin;

THENCE North 1 degree 56 minutes 30 seconds West in and along a fence. line marking the limit between lots 2 and 3 aforesaid, 425.0 feet to an iron pin;

THENCE South 88 degrees 12 minutes West in and along a fence line 1,733.5 feet to an iron pin;

THENCE North 1 degree 08 minutes 30 seconds West in and along a fence line marking the westerly limit of Lot 3 aforesaid, 4,938.4 feet more or less to the POINT OF COMMENCEMENT.

## THIRDLY:

1,355.8 feet to an iron pin;

the West half of the east half of the north 180 acres of lot 2, in the 7th Concession, of the said former Township of Caistor, containing by admeasurement 45 acres be the same more or less and which said 45 acres of land are butted and bounded or may be otherwise known as follows:

COMMENCING at the centre of the northerly limit of the said lot;

THENCE South 62 degrees 30 minutes East 495 feet;

THENCE South 4,449.94 feet;



the East half of the East half of the North 180 acres of lot 2 of the 7th Concession of the said former Township of Caistor, containing by admeasurement 45 acres more or less, and being more particularly described as follows:

COMMENCING at the portheast angle of the said lot;
THENCE North 62 degrees 30 minutes West 495 feet;
THENCE South 4,450.16 feet;
THENCE South 62 degrees and 30 minutes East 495 feet;

THENCE North 4,450.16 feet to the place of beginning. -----

PIFTHLY:

now Township of West Lincoln, Regional Mnicipality of
part of lot 3, Concession 7, in the former Township of Caistor, which Niagara
said parcel is more particularly described by R. J. Matthews, OLS, of the
office of R. Blake Erwin & Associates as follows:

COMMENCING at an iron stake planted in the northerly limit of former Township Lot No. 3, Concession 7, being the northeast corner of the herein described lands, distant North 63 degrees 29 minutes West in the northerly limit of said Township Lot No. 3, 343.45 feet from an iron bar marking the northeast corner of said Township Lot No. 3;

THENCE South 1 degree 31 minutes East in and along a fence line, 1,918.56 feet to an iron stake planted in a fence line;

THENCE North 89 degrees 14 minutes 30 seconds West in and along said fence 407.42 feet to an iron stake planted in a fence line;

THENCE North 1 degree 24 minutes 30 seconds West in and along said fence, 2,117.20 feet to an iron stake planted in the northerly limit of said Township Lot No. 3;

THENCE South 63 degrees 29 minutes East in the northerly limit of said

Township Lot No. 3, 90.87 to an iron stake planted in a fence line;

THENCE South 21 degrees 57 minutes West in and along said fence line 118.22 feet to an iron stake planted at an angle point in said fence line;

THENCE South 64 degrees 29 minutes East in and along said fence line,

162.58 feet to an iron stake;

THENCE North 26 degrees 31 minutes East, 115.0 feet to an iron stake planted in the northerly limit of said Township Lot Number 3;

THENCE South 63 degrees 29 minutes East in the northerly limit of said Township Lot No. 3, 194.0 feet to the point of commencement, containing 18.32 acres.

## The Registry Act

IN THE MATTER of the PLANNING ACT (as amended)

AND IN THE MATTER of the TITLE TO parts of lobs 2 and 3, in the 7th Concession of the former Township of Caister, and part of lot 2, Range 2, Gore south of Twenty Mile Creek, in the Former Township of South Grimsby, now all in the Township of West Lincoln, Regional Municipality of AND IN THE MATTER OF A DEED Niagara

Deed, Morigage, Agreement of Sale, Lease, etc.

THEREOF, FROM HARRY DE GROOT

TO JAN DE GROOT

DATED 1st of January, 1981,

I, WILLIAM NILES CALLAGHAN

of the City of Hamilton in the Regional Municipality of Hamilton-Wentworth

## MAKE OATH AND SAY AS FOLLOWS:

To be made by one of the parties or by his solicitor

- I am the solicitor for the grantor named in the above mentioned Instrument, and have knowledge of the matters hereinafter sworn
- A consent under Section 29 of The Planning Act, as amended, in respect of the said Instrument is not required because

Delete if not applicable (a) The present registered owner does not retain the fee or the equity of redemption in, or a power or right to grant, assign or exercise a power of appointment with respect to any land abutting the land affected by the deed

State other reason if any

SWORN before me

at the City of Hamilton,

in the Regional Municipality of Hamilton-Wentworth

this

10th

day of August

19 81 .

1.

Caron 9791346

William Niles Callaghan

A Commissioner for Taking Affidavits, etc.

I

## Attended taken taken of the Consideration

		a since Aire or the or the or	100000000000000000000000000000000000000	26
-	Township of Caistor, Communication of Caistor, Communication of Caistor, Communication of Caistor, Cai	OF (Insert brief description of land)partslc CountyofLIncoln,and.partc .le.Creek,Township.South.Gri of.West.Lincoln,.regl ECLITOR. 9/5THEESTRIFe/5 ell transferees in full)JANDEGROOT	of lot 2, Range 2, imsby, now in Township Mun. Niagara ELISABETH QEEROOT	ion
	<ol> <li>(see instruction 2 and print name(s) in a week. Lincoln, in the</li> </ol>	(ull)JAN. DE GROOT, of the Te be Regional Municipality of 1	ownship.of	
	MAKE OATH AND SAY THAT:  1. I am (place a clear mark within the square op	posite that one of the following paragraphs that describ	bes the capacity of the deponent(s)): (see	
	instruction 2)	conveyed in the above-described conveyance is bein	and the forest of the same and	
		bed conveyance to whom the land is being conveyed	# Jac. 17 . Jan.	
	(c) A transferee named in the above-de-	scribed conveyance;		
	(d) The authorized agent or solicitor act	ting in this transaction for	(insert name(s) of principal(s))	
	described in paragraph(s) (a).	(b), (c) above: (strike out references to inac	policable paragraphs)	
	(e) The President, Vice-President, Mana	iger, Secretary, Director, or Treasurer authorized to a	ct for (losed parties) of corporations )	
	described in paragraph(s) (a),		***********	
	(f) A transferee described in paragraph (	\(insert only one of paragraph(a),(b) or (c) abov	e, as applicable) and am making this	
	affidavit on my own behalf and on b	ehalf of	(Insert name of spouse)	
	who is my spouse described in para and as such, I have personal knowledge of	graph ( ); (insert only one of paragraph (a), (b)	or (c) above, as applicable)	
6	그는 그	"non-resident corporation" and "non-resident person"	set out respectively in clauses f and g of	
	subsection 1 of section 1 of the Act. (see in			
		whom the land conveyed in the above-described convey instruction 4)		
	none.	msuuchon 4)	enemananakan katamatan dari dari dari dari dari dari dari dari	
		ana		
4		RANSACTION IS ALLOCATED AS FOLLOWS:		
	(a) Montes paid or to be paid in cash  (b) Mortgages (i) Assumed (show principal)	맞는 그는 그들이 그렇게 들어가는 이 그 그 그 그들이 하는 것이 되었다.	- A	
	against purchase price)	\$43,276.41	1	
	(ii) Given back to vendor _	\$ .10.0.,0000.0		
		( below) \$nil		
	<ul> <li>(d) Securities transferred to the value of (d)</li> <li>(e) Liens, legacies, annuities and maintenar</li> </ul>	etail below) \$nil	ALL BLANKS	
	is subject	s	MUST BE FILLED IN.	
	(f) Other valuable consideration subject to la		INSERT "NIL"	
	(g) VALUE OF LAND, BUILDING, FIXTURE		ADDI (CADI E	
	SUBJECT TO LAND TRANSFER TAX ( (h) VALUE OF ALL CHATTELS — items of  (Rotall Sales Tax Is payable on the value of all chattles  The Rotall Sales Tax Act, R.S.O. 1970, c. 415, as am	transible personal property tuniess exempt under the provisions of anded)	\$ .143,276.40 s1	
	(i) Other consideration for transaction not	included in (g) or (h) above	s nil 143,276,41	
	(j) TOTAL CONSIDERATION		\$	
	<ol> <li>If consideration is nominal, describe relation n/a</li> </ol>	ship between transferor and transferee and state pur		
6	77	у		
			***************	
	······································		**************************	
	SWORN before me at the City of Han			
	in the Regional Municipality of		Do Sant	
		Pebruary 19 81	an Designoon	
	A Commissioner to taking Attidavits, etc.	MCaco Time Louise McCaw, a terminal or and for the P. name to the or the party of the party of the control of t		
1	7 0	Ro '- ors .: Willis.		
		ROPERTY INFORMATION RECORD 1916		
		evailable)		
	····R.·R.·#1, Smithville, (	Ontario	***************************************	
	(ii) Assessment Roll # (if available)	essment under The Assessment Act for property bei		
		sessment under The Assessment Act for property bei Ontario	ing conveyed (see instruction 6)	
	D. (i) Registration number for last conveyance	e of property being conveyed (if available) . 19429		
	<ul> <li>(ii) Legal description of property conveyed</li> <li>E. Name(s) and address(es) of each transferee</li> </ul>		Not Known	
	solicitor W. N. CALLAGHAN, Q.C	11		
	MURGATROYD, CALLAGHAN,	For Land Registry O	ffice use only	
	WILKINS & HOVIUS 11 FOREST AVENUE,	REGISTRATION NO.	3	
	HAMILION, ONTARIO.	The state of the s		
	18N 1W9	A CANADA TO THE STATE OF THE ST		

Deed Page 3

### AFFIDAVIT OF SUBSCRIBING WITNESS

WILLIAM NILES CALLAGHAN

of the City of Hamilton,

in the Regional Municipality of Hamilton-Wentworth

make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed by

Florida, U.S.A.

HARRY DE GROOT and

CORNELIA JOHANNA DE GROOT

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

SWORN before me at the City of Hamilton, in the Regional Municipality of Hamilton SEXEXXXXXXXXXXXX Wentworth

June 8th day of

19 81

LYNNE LOUISE McCAW, a Commissioner, etc., in and for the Province of Ontario for Murgatroyd, Callaghan, Wilkins & Hovius, Berristers & Solicitors.

Expiry Date Oct. 15, 1982. COMMISSION #791346

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 be and he appeared fully to understand it". Where executed under a power of attorney insert "frame of attorney) as attorney for (name of party) clause midelitate "to exclude the instrument a strong for frame."

## AFFIDAVIT AS TO AGE AND SPOUSAL STATUS

I MOKE HARRY DE GROOT

of the Township of West Lincoln,

Regional Municipality of Niagara, in the

· If attorn see footnote (severally) make oath and say:

When I ZXXX executed the attached instrument,

I WAS / XWEOKEDECKACHCXat least eighteen years old;

and within the meaning of section 1(f) of The Family Law Reform Act, 1978,

(EDXCKWASXCXEWOSXCWEXCXCWEXCXC) (a) I was a spouse.

Strike out inapplicable

.. Not a

Cornelia Johanna De Groot

was my spouse.

(c) XCWEWRY CONCRETE CHONONERS C

I am not a non-resident of Canada within the meaning of SEction 116 of the Income Tax Act Canada. AT THE TIME OF THE DECEASE of ELISABETH DE GROOT, she was at least eighteen years old and was not a nonresident of Canada within the meaning of Section 116 of the Income Tax Act, Canada.

me. etc.

Resident of

(SEXECUTY) SWOKN bear Clearwater, SWORN before me at the City of

in the State of Florida

Note: Where affidavit made by an attorney substitute: "When I executed the altached instrument as attorney for (name), helshe was (spousal status, and if applicable, name of other spouse) within the meaning of section 1(f) of The Family Law Reform Act, 1973 and when helshe executed the power of attorney, helshe had attained the age of majority".

<sup>\*\*</sup> Note: See Section 42(3) of The Family Law Reform Act, 1973 where spause does not join in or consent; or complete a separate affidavit.

Exhibit C to the Affidavit of Evelyn Susan Duck/sworn the 12<sup>th</sup> day of May, 2023

Commissioner

7

.

1957,

February,

2nd

DATED

R'OR AUTHORIZED OFFICER FUNTIL SIGNED BY

DOMINION OF CANADA

SUCCESSION DUTY ACT

SOUTH GRINSBY

S,D. 30

19429 SERIAL NO. 483462

DATE. JULY 23rd 19 45.

CONSENT TO THE TRANSFER OF PROPERTY

Murgatroyd, Esq., ton, Onterio Ontario. Hami Smithville,

Mr gatroyd,

IN THE MATTER OF THE ESTATE OF Robert C.

Dec. 29th, 1944. WHO DIED ON

TO ALL PERSONS:

WHO MAY ON CONSENT "DELIVER, ASSIGN, TRANSFER, PAY OR PERMIT THE DELIVERY, ASSIGNMENT. TRANSFER OR PAYMENT OF ANY PROPERTY" TAKE NOTICE THAT CONSENT IS HEREBY GIVEN TO THE DELIVERY, ASSIGNMENT, TRANSFER OR PAYMENT OF- Province of Ontario, being composed of those parts of Lot No. 3, Concession 7, as more particularly described in Instrument No. 7050, Caistor, Murgatroyd & Sons. (154 acres), being in the name of R.

July 23rd, 1945. DATE

COMMISSIONER OF SUCCESSION DUTIES

INSPECTOR OF SUCCESSION DUTIES AT HAMIL COLLS Callaway

AN AUTHORIZED OFFICER

¥

# DOMINION SUCCESSION DUTY ACT

ESTATE

## SECTIONS 48-49

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other successor, the executor shall first pay all the duties assessed and levied under this Act to the extent to which he is liable in his representative capacity or shall furnish security satisfactory to the Minister for the payment of such duties and any executor who acts in contravention of this provision shall be personally liable for the duties, and in addition shall be liable to a penalty equivalent to double the amount of such this early and the amount of such this early and the amount of such this early and the amount of such the amount of such this early and the amount of such this early early and the early earl Before delivering or transferring any property of the deceased or any interest in such property to any heir, legates, dones or ことがないない というないのう to double the amount offsach duties." '

(1) On the death of any person, whether he dies domiciled in a province of Canada or elsewhere, unless the consent in writing of the Minister is obtained:-

(a) no bank, frust company, insurance company or other corporation, having its head office, principal place of business, office from which payments are made, register of transfers, or any place of transfer in Canada, shall deliver, assign, transfer, or pay, or permit the delivery, assignment, transfer or payment of:-

any property situated in Canada in which the deceased at the time of his death had any beneficial interest; or

death domiciled in one of the provinces of Canada; and carefuls death any interest, where the deceased was at his death domiciled in one of the provinces of Canada; and the capacity of executor shall deliver, assign, transfer, or pay or permit (II) any money payable as a result of death under any contract of insurance either effected, contracted for or applied

the delivery, assignments transfer of payment of any property in which the deceased had at the time of his death any beneficial interest.

To San Line

(4) Every bank, trust company, insurance company, or other corporation, and every other person who falls to comply with this not exceeding the amount of duty levied on or with respect to the transmission or disposition of any property dealt with in contravention of this section, but such penalties shall not apply when the Minister is satisfied that the contravention was not section shall be guilty of an offence, and shall, for each offence, be liable to a penalty of one thousand dollars and an amount wiful and occurred through ignorance of such death.

No. x 377602

BION DUTY ACT, 1939, THE REGISTRY ACT OR THE LAND TITLES ACT. reasurer of Ordario CONSENT OF

TORONTO,

JUNE 11 " (PECEASED)

ROBERT COOK MURGATROYD

19489

CONSENT TO THE DELITERY, ASSIGNMENT, TRANSFER OR PAYMENT OF THE FOLLOWING PROPERTY, OR TO THE DEC 29/45

WHO DIED ON OR ABOUT

E ESTATE OF

REGISTRATION OF ANY INSTRUMENT OR THE MAKING OF ANY ENTRY AFFECTING THE FOLLOWING PROPERTY.

SOUTH GRINSBY

CAISTON

THIS DOES NOT PERMIT THE DELIVERY OF ANYTHING FROM A SAFETY DEPOSITION OR OTHER REPOSITORY, OR HELD AS COLLATERAL OR FOR SAFE KEEPING

is liable in ecutor who

AUTHORIZED OFFICER

DOMINION OF CANADA

SOUTH GRINSBY SUCCESSION DUTY ACT

SERIAL NO. 483463

5.0,30

19429

DATE. July 23rd 10 45.

Robert C. Murgatroyd,

ESTATE OF

IN THE MATTER OF THE

CONSENT TO THE TRANSFER OF PROPERTY

CAISTOR

Esq., c/o F. R. Murgatroyd, Smithville, Ontario.

Hamilton, Ontario

1944 Dec. 29th, WHO DIED ON

TO ALL PERSONS:

WHO MAY ON CONSENT "DELIVER, ASSIGN, TRANSFER, PAY OR PERMIT THE DELIVERY, ASSIGNMENT, transfer or payment of any property. Take notice that consent is hereby given to the delivery.

ASSIGNMENT, TRANSFER OR PAYMENT OF-

DESCRIPTION OF PROPERTY OR PAYMENT. Part of Lot 2, Concession 7, Township of Caistor, County of Lincoln, Province of Oncarlo, as more particularly described instrument No. 5593, Caistor, containing approximately 90 acres, lands ithe name of R. Murgatroyd & Sons.

July 23rd, 1945.

COMMISSIONER OF SUCCESSION DUTIES

INSPECTOR OF SUCCESSION BUTIES AT Hamil tons Ont J. Callaway

AN AUTHORIZED OFFICER

# DOMINION SUCCESSION DUTY ACT

## SECTIONS 48-49

acts in contravention of this provision shall be parsonally liable for the duties, and in addition shall be liable to a penalty equivalent to double the amount offsach duties. other successor, the executor shall first pay all the duties assessed and levied under this Act to the extent to which he is liable in his representative capacity or shall furnish security satisfactory to the Minister for the payment of such duties and any executor who Before delivering or transferring any property of the deceased or any interest in such property to any helr, legates, dones or 

49. (1) On the death of any person, whether he dies domiciled in a province of Canada or alsewhere, unless the consent in writing of the Minister is obtained:-

(a) no bank, trust company, insurance company or other corporation, having its head office, principal place of business, office from which payments are made, register of transfers, or any place of transfer in Canada, shall deliver, assign, transfer, or pay, or permit the delivery, assignment, transfer or payment of:-

(i) any property situated in Canada in which the deceased at the time of his death had any beneficial interest; or

for by the deceased, or in which the deceased had at the time of his death any interest, where the deceased was at his death domiciled in one of the provinces of Cehada; and the death domiciled in one of the provinces of Cehada; and the capacity of executor shall deliver, assign, transfer, or pay or permit (ii) any money payable as a result of death under any contract of insurance either effected, contracted for or applied

the delivery, assignment, transfor or payment of any property in which the deceased had at the time of his death ony beneficial

not exceeding the amount of duty levied on or with respect to the transmission or disposition of any property dealt with in section shall be guilty of an offence, and shall, for each offence, be liable to a penalty of one thousand dollars and an amount contravention of this section, but such penalties shall not apply when the Minister is satisfied that the contravention was not (4) Every bank, trust company, insurance company, or other corporation, and every other person who falls to comply with this wilful and occurred through ignorance of such death.

- RAM

TREASURER OF ONTARIO

NEO. 90 APRIL 1944-100,000

No. x 377603

Areasurer of Ortari

CONSENT OF

THE SUCCESSION DUTY ACT, 1939, THE REGISTRY ACT OR THE LAND TITLES ACT. 1939, THE REGISTRY ACT OR THE LAND TITLES ACT. TORONTO, JUNE 11 19

45

ROBERT COOK MURGATROYD

ESTATE OF MATTER

SCUTH GRIMSBY

I CONSENT TO THE DELIVERY, ASSIGNMENT, TRANSFER OR PAYMENT OF THE FOLLOWING PROPERTY, OR TO THE REGISTRATION OF ANY INSTRUMENT OR THE MAKING OF ANY ENTRY AFFECTING THE FOLLOWING PROPERTY: DEC 29/44 WHO DIED ON OR ABOUT

BELLER PART OF LATE OF COMP.

CAISTOR

BOX OR OTHER REPOSITORY, OR THIS DOES NOT PERMIT THE DELIVERY OF ANYTHING FROM A SAFETY DEPOSED HELD AS COLLATERAL OR FOR SAFE KEEPING.

COUNTERSIGNED

itor who

donee or lable in

AUTHORIZED OFFICER

DOMINION OF CANADA

CAISTOR

S.D. 30

SERIAL NO. 483475

SUCCESSION DUTY ACT

DATE. July 23rd 19. 45.

CONSENT TO THE TRANSFER OF PROPERTY

Robert C. Murgatroyd,

IN THE MATTER OF THE ESTATE OF

SOUTH GRIMSBY

Esg., Smithwille, Ontario. c/o F. R. Murgatroyd, Hamilton, Ontario

WHO DIED ON Dec. 29th.

19 44.

TO ALL PERSONS:

WHO MAY ON CONSENT "DELIVER, ASSIGN, TRANSFER, PAY OR PERMIT THE DELIVERY, ASSIGNMENT. TRANSFER OR PAYMENT OF ANY PROPERTY" TAKE NOTICE THAT CONSENT IS HEREBY GIVEN TO THE DELIVERY.

ASSIGNMENT, TRANSFER OR PAYMENT OF-

2, Range 2, containing 50 acres more or less, as more particularly ad in Instrument No. 2529, South Grimsby, being in the name of R. DESCRIPTION OF PROPERTY OR PAYMENT. Lands in the Township of South Grimsby, County of Lincoln, Province of Ontario, being composed of the south-east part of Murgatroyd & Sons. described Lincoln,

July 23rd, 194 5 OATE

COMMISSIONER OF SUCCESSION DUTIES

J. Callaway

INSPECTOR OF SUCCESSION DUTIES AT BANTI CON

AN AUTHORIZED OFFICER

MATTER

THE, 2

# BOMINION SUCCESSION BUTY ACT

### SECTIONS 48-49

other successor, the executor shall first pay all the duties assessed and levied under this Act to the extent to which he is liable in his representative capacity or shall furnish security satisfactory to the Minister for the payment of such duties and any executor who acts in contravention of this provision shall be personally liable ton the duties, and in addition shall be liable to a penalty equivalent to double the amount of such duties: Before delivering or transferring any property of the deceased or any interest in such property to any helr, legates, dones or to double the amount of such duties:

On the death of any person, whether he dies domiciled in a province of Canada or elsewhere, unless the consent in 1000年 writing of the Minister is obtained:- (a) no bank, trust company, insurance company or other corporation, having its head office, principal place of business, office from which payments are made, register of transfers, or any place of transfer in Canada, shall deliver, assign, transfer, or pay, or permit the delivery, assignment, transfer or payment of:-

any property situated in Canada in which the deceased at the time of his death had any beneficial interest; or

(ii) any money payable as a result of death under any contract of insurance either effected, contracted for or applied for by the deceased or in which the deceased had at the time of his death any interest, where the deceased was at his

death domicilied in one of the provinces of Canada; and the capacity of executor shalf deliver, exign, transfer, or pay or permit the delivery, assignment, transfer or payment of any property in which the deceased had at the time of his death eny beneficial

(4) Every bank, trust company, insurance company, or other corporation, and every other person who fails to comply with this not exceeding the amount of duty levied on or with respect to the transmission or disposition of any property dealt with in contravention of this section, but such penalties shall not apply when the Minister is satisfied that the contravention was not section shall be guilty of an offence, and shall, for each offence, be liable to a penalty of one thousand dollars and an amount wiiful and occurred through ignorance of such death.

THEASURER OF ONTARIO

No. x 377615

# Ureasurer of Ontario

100000 June 11° (DECEASED) South Grinsey

DEC 29/44

HO DIED ON OR ABOUT

STATE OF

CONSENT TO THE DELIVERY, ASSIGNMENT, TRANSFER OR PAYMENT OF THE FOLLOWING PROPERTY, OR TO THE REGISTRATION OF ANY INSTRUMENT OR THE MAKING OF ANY ENTRY AFFECTING THE FOLLOWING PROPERTY:

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COUNTERSIONED

CONSENT OF

THE SUCCESSION DUTY ACT, 1939, THE REGISTRY ACT OR THE LAND TITLES ACT. CAISING

ROBERT COOK MURGATROYD

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### DOMINION OF CANADA

# SUCCESSION DUTY ACT SOUTH GRINGBY 392176

S.D. 30

CAISTOR

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CONSENT TO THE TRANSFER OF PROPERTY

THE MATTER OF THE ESTATE OF

Ellis Ward Lurgatroyd, SMITHVILLE, Ontario.

1944: WHO DIED ON Feb. 24th.

TO ALL PERSONS:

c/o F. R. Murgatroyd, HALILLON, Ontaric

ISONS: WHO MAY ON CONSENT "DELIVER ASSIGN, TRANSFER PAY OR PERMIT THE DELIVERY, ASSIGNMENT. TRANSFER OR PAYMENT OF ANY PROPERTY" TAKE NOTICE THAT CONSENT IS HEREBY GIVEN TO THE DELIVERY.

ASSIGNMENT, TRANSFER OR PAYMENT OF-

Range #2, described Grimsby, County of in name DESCRIPTION OF PROPERTY OR PAYMENT. The south-east part of Lot #2, in Inst. #2529, Twp. of South Lincoln, Province of Untario, Murgatroyd and Sons

July 5th, DATE

打工 曹操教 遊

COMMISSIONER OF SUCCESSION DUTIES

Hamilton Callaway INSPECTOR OF SUCCESSION DUTIES AT-

AN AUTHORIZED OFFICER

### DOMINION SUCCESSION DUTY ACT SECTIONS 48-49

his representative capacity or shall furnish security satisfactory to the Minister for the payment of such dulles and any executor who acts in contravention of this provision shall be personally liable for the duties, and in addition shall be liable to a penalty equivalent 48. Bafore delivering or transferring any property of the deceased or any interest in such property to any heir, legates, dones or other successor, the executor shall first pay all the duties assessed and levied under this Act to the extent to which he is liable in to double the amount of such duties. On the death of any person, whether he dies domicified in a province of Canada or elegiment, unless the consent in writing of the Minister is obtained:

(a) no bank, trust company, insurance company or other corporation, having its head office, principal place of business, office from which payments are made, register of transfers, or any place of transfer in Canada, shall deliver, assign, transfer, or pay, or permit the delivery, assignment, transfer or payment of:-

(i) any proporty situated in Canada in which the deceased at the time of his death had any beneficial interests or

(ii) any money payable as a result of death under any contract of insurance either affected, contracted for or applied for by the deceased, or in which the deceased had at the time of his death any interest, where the deceased was at his death domiciled in one of the provinces of Canada; and

(b) no person in Canada, other than a person acting in the capacity of executor shall deliver, essign, transfer, or pay or permit the delivery, assignment, transfer or payment of any property in which the decoased had at the time of his death any banaficial

not exceeding the amount of duty levied on or with respect to the transmission or disposition of any property dealt with in (4) Every bank, trust company, insurance company, or other corporation, and every other person who falls to comply with this section shall be guilty of an offence, and shall, for each offence, be liable to a penalty of one thousand dollars and an amount contravention of this section, but such penalties shall not apply when the Minister is satisfied that the contravention was not wilful and occurred through ignorance of such death.

CONSMIT OF

No. X 258501

150, 44, 62PT, 1943, 103,000

E SUCCESSION DUTY ACT, 1939, THE REGISTRY ACT OR THE LAND TITLES ACT. Areasurer of Ortario

ELLIS WARD MURGATROYD 19429 S.PT 7 19 44

SOUTH GRINSHY

FEB 24/44

HO DIED ON OR ABOUT

CONSENT TO THE DELIVERY, ASSIGNMENT, TRANSFER OR PAYMENT OF THE FOLLOWING PHOPERT, TO THE REGISTRATION OF ANY INSTRUMENT OR THE MAKING OF ANY ENTRY AFFECTING THE FOLLOWING PROPERTY:

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REASURER OF ONTARIO

AUTHORIZED OFFICER

DOMINION OF CANADA

SUCCESSION DUTY ACT

SERIAL NO 392163 SOUTH GRINGBY

.

S.D 30

CAISTORJULY 5,

CONSENT TO THE TRANSFER OF PROPERTY

Ellis Ward Murgatroyd, SMITHVILLE, Untario. IN THE MATTER OF THE ESTATE OF

19 44.

wно bieb on Feb. 24th,

TO ALL PERSONS:

c/o F. R. Murgatroyd, HAMILTON, Ontario.

WHO MAY ON CONSENT "DELIVER, ASSIGN, TRANSFER, PAY OR PERMIT THE DELIVERY, ASSIGNMENT. TRANSFER OR PAYMENT OF ANY PROPERTY" TAKE NOTICE THAT CONSENT IS HEREBY GIVEN TO THE DELIVERY. ASSIGNMENT. TRANSFER OR PAYMENT OF-

DESCRIPTION OF PROPERTY OR PAYMENT.

Part of Lot #2, Con. #7, Twp. of Caistor, County of Lincoln, Province of Untario, as per Inst. #5593, in name of R. Murgatopyd and Sons.

1944. July 5th, DATE

COMMISSIONER OF SUCCESSION BUTIES

Hamilton. INSPECTOR OF SUCCESSION DUTIES AT.... Callaway

AN AUTHORIZED OFFICER

### DOMINION SUCCESSION DUTY ACT

40

SECTIONS 48-49

his representative capacity or shall furnish security satisfactory to the Minister for the payment of such duties and any executor who other successor, the executor shall first pay all the duties assessed and levied under this Act to the extent to which he is liable in Before delivering or transferring any property of the deceased or any interest in such property to any heir, legates, dones or acts in contravention of this provision shall be personally liable for the duties, and in addition shall be liable to a penalty equivalent to double the amount of such duties.

(1) On the death of any person, whether he dies domiciled in a province of Canada or elsewhere, unless the consent in writing of the Minister is obtained:- (a) no bank, trust company, insurance company or other corporation, having its head office, principal place of business, office from which payments are made, register of transfers, or any place of transfer in Canada, shall deliver, assign, transfer, or pay, or permit the delivery, assignment, transfer or payment of:-

(i) any property situated in Canada in which the deceased at the time of his death had any banaticial interest; or

for by the deceased, or in which the deceased had at the time of his death any interest, where the deceased was at his death domiciled in one of the provinces of Canada; and (ii) any money payable as a result of death under any contract of insurance either effected, contracted for or applied

the delivery, assignment, transfer or payment of any property in which the deceased had at the time of his death any beneficial (b) no person in Canada, other than a person acting in the capacity of executor shall deliver, essign, transfer, or pay or permit

(4) Every bank, trust company, insurance company, or other corporation, and every other person who falls to comply with this not exceeding the amount of duty levied on or with respect to the transmission or disposition of any property dealt with in contravention of this section, but such penalties shall not apply when the Minister is satisfied that the contravention was not section shall be guilty of an offence, and shall, for each offence, be liable to a penalty of one thousand dollars and an amount wilful and occurred through ignorance of such death. RED. 62 SEPT, 1943 100,000

No. x 258488

lreasurer of Ortario

CONSENT OF

THE SUCCESSION DUTY ACT, 1939, THE REGISTRY ACT OR THE LAND TITLES ACT.

CAISTUR (DECEASE)

SOUTH GRIMSBY

FEB 24/44

TO DIED ON OR ABOUT

ELLIS WARD MURGATROYD

STATE OF

CONSENT TO THE DELIVERY, ASSIGNMENT, TRANSFER OR PAYMENT OF THE FOLLOWING PROPERTY, OR TO THE REGISTRATION OF ANY INSTRUMENT OR THE MAKING OF ANY ENTRY AFFECTING THE FOLLOWING PROPERTY:

A SAFETY DEPOSITIBOX OF OTHER REPOSITORY, OR THIS DOES NOT PERMIT THE DELIVERY OF ANYTHING FROM HELD AS COLLATERAL OR FOR SAFE KEEPING

COUNTERSIONED

TREASURER OF ONTARIO

### DOMINION OF CANADA

### SUCCESSION DUTY ACT

1940D

CAISTOR

S.D. 30

SERIAL NO. 392162

CONSENT TO THE TRANSFER OF PROPERTY

SOUTH GRIMSBY

Ellis Ward Murgatroyd, SMITHWILLE, Ontario.

IN THE MATTER OF THE ESTATE OF

HAMILTON, Ontario c/o F. R. Murgatroyd, WHO DIED ON Feb. 24th, 19 44.

WHO MAY ON CONSENT "DELIVER, ASSIGN, TRANSFER, PAY OR PERMIT THE DELIVERY, ASSIGNMENT. TRANSFER OR PAYMENT OF ANY PROPERTY" TAKE NOTICE THAT CONSENT IS HEREBY GIVEN TO THE DELIVERY,

ASSIGNMENT, TRANSFER OR PAYMENT OF-

TO ALL PERSONS

DESCRIPTION OF PROPERTY OR PAYMENT.

Those parts of Lot #3, Con. #7, as described in Elnst. #7050, Twp. of Catstor, County of Lincoln, Province of Ontario, in name of R. Murgatroyd and Sons.

DATE

COMMISSIONER OF SUCCESSION DUTIES

INSPECTOR OF SUCCESSION DUTIES AT Hamilton,

AN AUTHORIZED OFFICER

# DOMINION SUCCESSION DUTY ACT

### SECTIONS 48-49

It his representative capacity of shall furnish security satisfactory to the Minister for the payment of such duties and any executor who acts in contravention of this provision shall be personally liable for the duties, and in addition shall be liable to a penalty equivalent other successor, the executor shall first pay all the duties assessed and levied under this Act to the extent to which he is Ilabile in 48. Bofore delivering or transferring any property of the deceased or any intenest in such property to any help, incetes, done or to double the amount of such dutles.

On the death of any person, whether he dies domiciled in a province of Canada or elsewhere, unless the consent its writing of the Minister is obtained:-

from which payments are made, register of transfers, or any place of transfer in Canada, shall deliver, aution, transfer, or pay, (a) no bank, trust company, insurance company or other corporation, having its head office, principal place of business, office or permit the delivery, assignment, transfer or payment of:-

any property situated in Canada in which the decaased at the time of his death had any bewelicial interesty or

(II) any money payable as a result of death under any contract of insurance either effected, contracted for or applied for by the deceased, or in which the deceased had at the time of his death any interest, where the deceased was at his doath domicifed in one of the provinces of Cenada; and

the delivery, assignment, transfer or payment of any property in which the decessed had at the time of his death any bareficial (b) no parson in Canada, other than a person acting in the capacity of executor shall deliver, easion, transfer, or pay or permit

(4) Every bank, trust company, insurance company, or other corporation, and every other person who falls to comply with this not exceeding the amount of duty levied on or with respect to the transmission or disposition of any property dealt with in section shall be quilty of an offence, and shall, for each offence, be liable to a penalty of one thousand dollars and an amount contravention of this section, but such penalties shall not apply when the Minister is satisfied that the contravention was not wilful and occurred through ignorance of such death. REQ., 52, 6EPT, 1943-100,000

CONSENT OF

Ureasurer of Ortaria

No. X 258487

THE SUCCESSION DUTY ACT, 1939, THE REGISTRY ACT OR THE LAND TITLES ACT. CALSTIDE.

DECEASEDI

STATE OF

WHO DIED ON OR ABOUT

ELLIS WARD MURGATROYD

19489

SOUTH GRIMSBY

I CONSENT TO THE DELIVERY, ASSIGNMENT, TRANSFER OR PAYMENT OF THE FOLLOWING PROPERTY, OR TO THE REGISTRATION OF ANY INSTRUMENT OR THE MAKING OF ANY ENTRY AFFECTING THE FOLLOWING PROPERTY. FEB 24/44

THIS DOES NOT PERMIT THE DELIVERY OF ANYTHING FROM A SAFETY DEPOSITION OR OTHER REPOSITORY, OR HELD AS COLLATERAL OR FOR SAFE KEEPING.

COUNTERSIGNED

Attachment No. 1 to PD-38-2023 GOUTH GRINGLEY

THIS INDENTURE made in duplicate the second day of
February, 1957, In Pursuance of The Short Forms of Conveyances
Act and of The Devolution of Estates Act.

CAISTOR

BETWEEN:

ALICE MAUD MURGATROYD, of the Village of Smithville, in the County of Lincoln, Widow, and FREDERICK ROBERT MURGATROYD, of the City of Hamilton, in the County of Wentworth, Queen's Counsel, Executors and Trustees of the Estate of Ellis Ward Murgatroyd, late of the Village of Smithville, in the County of Lincoln, Gentleman, and the aforesaid FREDERICK ROBERT MURGATROYD, personally, and as Executor of the Estate of Robert Cook Murgatroyd, late of the Village of Smithville, in the County of Lincoln, Gentleman,

hereinafter called the Grantors of the FIRST PART;

HARRY DE GROOT, of the Township of South Grimsby, in the County of Lincoln, Farmer, and ELISABETH DE GROOT, his wife, of the same place,

hereinafter called the Grantees of the SECOND PART;

ALICE MAUD MURGATROYD, of the Village of Smithville, in the County of Lincoln, Widow,

hereinafter called the Party of the THIRD PART;

AND

MARGARET L. MURGATROYD, of the Town of Burlington, in the County of Halton, wife of the aforesaid Frederick Robert Murgatroyd,

hereinafter called the Party of the FOURTH PART:

WHEREAS the lands hereinafter described were owned by Robert C. Murgatroyd and Ellis W. Murgatroyd as R. Murgatroyd & Sons;

AND WHEREAS the said Ellis Ward Murgatroyd died on the 24th day of February, 1944;

AND WHEREAS Probate of his Will was granted out of the Surrogate Court of the County of Lincoln on the 10th day of July, 1944, to Alice Maud Murgatroyd and Frederick Robert Murgatroyd above named;

AND WHEREAS the said Probate is registered in the Registry Office for the Registry Division of the County of



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### SOUTH GRIMSBY

Lincoln on the 22nd day of July, 1944, as Number 6601 G.R;

AND WHEREAS Ellis Ward Murgatroyd and Ellis W.

Murgatroyd were one and the same person;

AND WHEREAS the said Robert Cook Murgatroyd died on the 29th day of December, 1944;

AND WHEREAS Probate of his Will was granted out of the Surrogate Court of the County of Lincoln on the 21st day of May, 1945, to Frederick Robert Murgatroyd above named;

AND WHEREAS the said Probate is registered in the Registry Office for the Registry Division of the County of Lincoln on the 11th day of June, 1945, as Number 6829 G.R.;

AND WHEREAS Robert Cook Murgatroyd and Robert C. Murgatroyd were one and the same person;

AND WHEREAS the said Robert Cook Murgatroyd died unmarried;

AND WHEREAS for the purpose of administering the estates of the said Robert Cook Murgatroyd and the said Ellis Ward Murgatroyd it is necessary to sell the said lands;

NOW THIS INDENTURE WITNESSETH, that in consideration of other valuable consideration and the sum of ONE (\$1.00)

Dollar of lawful money of Canada now paid by the said Grantees to the said Grantors (the receipt whereof is hereby by them acknowledged), the said Grantors DO GRANT unto the said Grantees in fee simple, as joint tenants and not as tenants in common,

ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being FIRSTLY:

in the township of South Grimsby, in the County of Lincoln and the Province of Ontario and being composed of part of Lot 2, Range 2 of the Gore South of the 20 Mile Creek and containing by admeasurement 47.66 acres, be the same more or less and which said parcel may be more particularly described as follows:-

De grand

### CAISTOR

commencing at an iron pin marking the south-east angle of said Lot 2; THENCE, north 0 degrees 47 minutes 30 seconds west, in and along a fence line marking the easterly limit of Lot 2, aforesaid, 1,512.0 feet to an iron pin; THENCE, north 81 degrees 09 minutes west, in and along a fence line 1,749.9 feet to an iron pin planted in the easterly limit of a given road; THENCE, south 0 degrees 59 minutes 30 seconds east, in the said easterly limit of the given road as fenced, 898.4 feet to an iron tube planted in the southerly limit of said Lot 2; THENCE, south 63 degrees 01 minutes 30 seconds east, in the said southerly limit of Lot 2, being the northerly limit of the road allowance between the Townships of South Grimsby and Caistor, 1,946.1 feet more or less to the point of commencement.

### SECONDLY:

in the Township of Caistor, in the County of Lincoln and Province of Ontario, and being composed of Part of Lot 2 and 3, in the Seventh Concession of the said Township and containing by admeasurement 234.87 acres, be the same more or less and which said parcel may be more particularly described as follows:-

angle of said Lot 3; THENCE, south 62 degrees 52 minutes east, in the northerly limit of said Lot 3, being the southerly limit of the road allowance between the Townships of South Grimsby and Caistor, commonly known as the Town Line, 1,174.5 feet to an iron pin; THENCE, south 0 degrees 56 minutes 30 seconds east, in and along a fence line, 2,118.1 feet to an iron pin; THENCE, south 89 degrees 01 minutes 30 seconds east, in and along a fence line, 408.5 feet to an iron pin marking an angle therein; THENCE, south 88 degrees 30 minutes 30 seconds east, continuing in and along the said fence line, 268.5 feet to an iron pin; THENCE, north 1 degree

49 minutes west, in and along a fence line, 386.6 feet to an iron pin; THEMCE, north 88 degrees 57 minutes 30 seconds east, in and along a fence line, 33.0 feet to an iron pin; THENCE, north O degrees 46 minutes 30 seconds west, in and along a fence line, 1,221.1 feet to an iron pin; THENCE. south 82 degrees 20 minutes 30 seconds east, in and along a fence line, 422.7 feet to an iron pin planted in the said southerly limit of the Town Line; THENCE, south 63 degrees Ol minutes 30 seconds east, in the said southerly limit of the Town Line, 513.0 feet to an iron pin; THENCE, south 1 degree 17 minutes 30 seconds east, in and along a fence line, 3,056.9 feet to an iron pin marking an angle therein; THENCE, south 1 degree 19 minutes east, continuing in the said fence line, 1,355.8 feet to an iron pin; THENCE, north 63 degrees 06 minutes 30 seconds west, in and along a fence line, 1,000.2 feet to an iron pin; THENCE, north 1 degree 56 minutes 30 seconds west, in and along a fence line marking the limit between Lots 2 and 3, aforesaid, 425.0 feet to an iron pin; THENCE, south 88 degrees 12 minutes west, in and along a fence line, 1,733.5 feet to an iron pin; THENCE, north 1 degree 08 minutes 30 seconds west, in and along a fence line marking the westerly limit of Lot 3, aforesaid, 4,938.4 feet more or less to the point of commencement.

TO HAVE AND TO HOLD unto the said Grantees their heirs and assigns, to and for their sole and only use for ever, as joint tenants and not as tenants in common.

AND the Grantors covenant with the Grantees that they have done no act to encumber the said lands.

AND the Grantors release to the Grantees all their claims upon the said lands.

AND the Party of the Third Part hereby disclaims dower in the said lands.

AND the Party of the Fourth Part hereby bars her dower in the said lands.

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

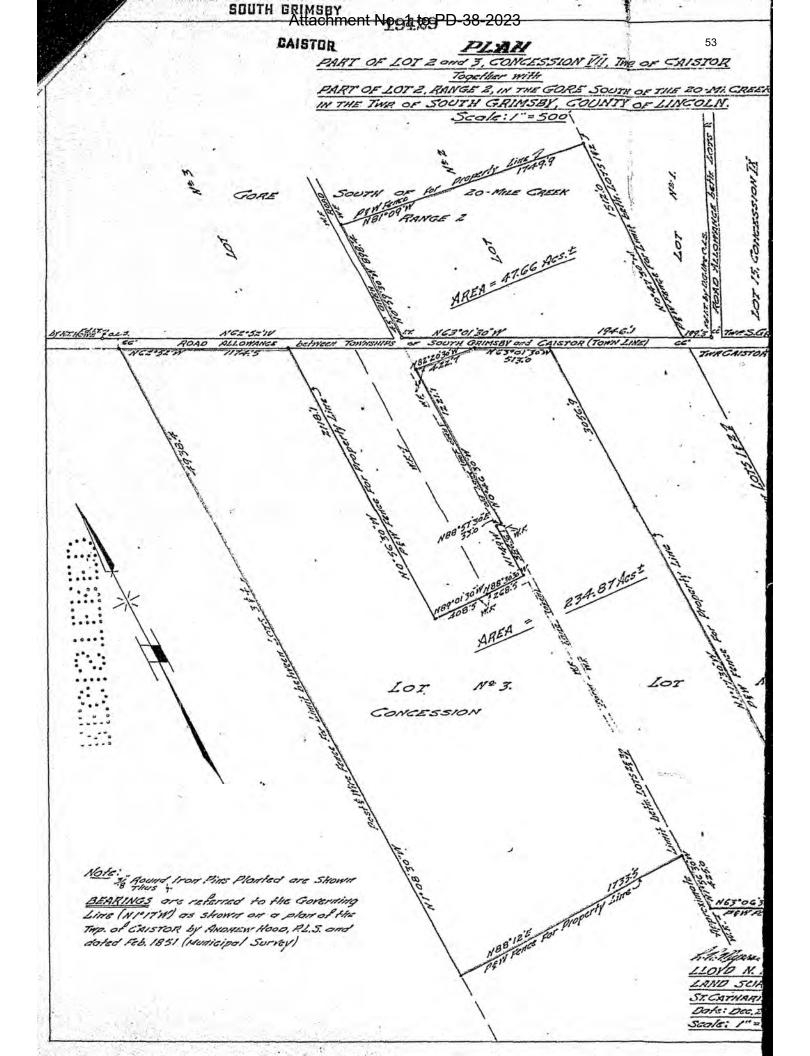
SIGNED, SEALED and DELIVERED in the presence of

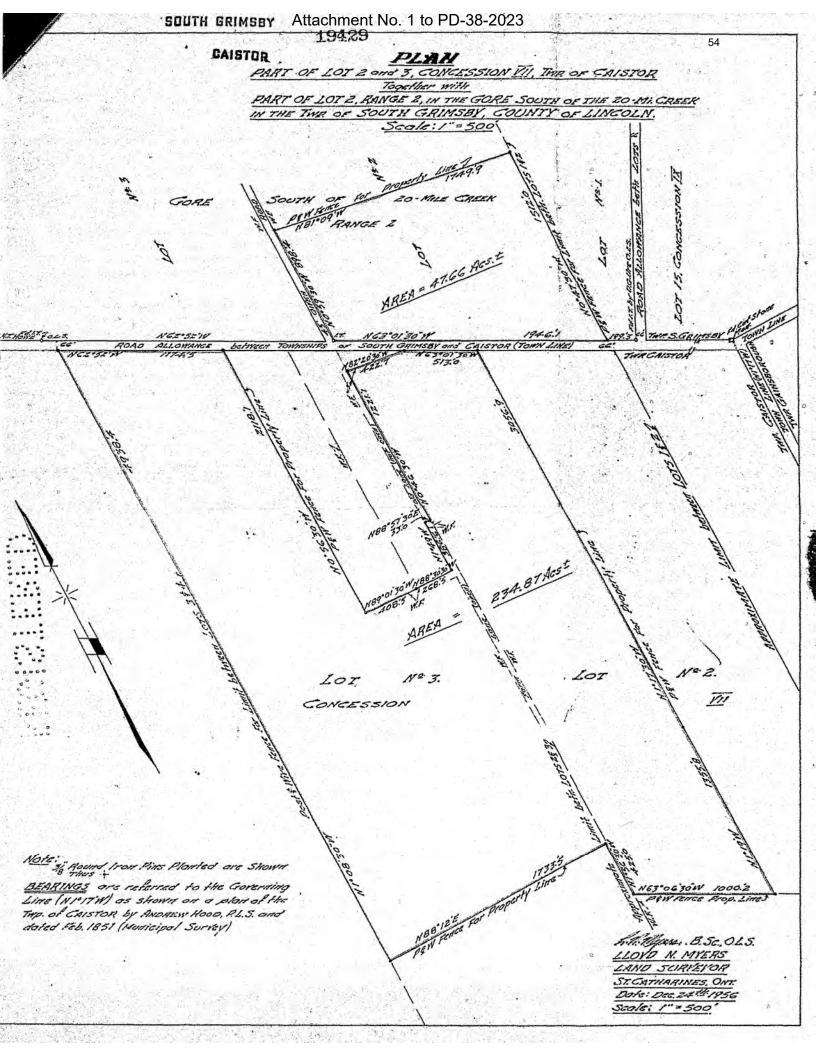
Lachlen Graham

A. M. Murgatroyd (1)

A. M. Murgatroyd (2)

Mu. L. Wengatingd





CAISTOR

VINCE OF ONTARIO OUNTY OF alunt

in the County of

named in the within (or agreezed) transfer make oath and say

named in the within (or annexed) transfer. This affidavit may be made by the purchaser or ven-dor or by any one acting for them under power of

To Wit:

2. I have a personal knowledge of the facts stated in this affidavit.

3. The true amount of the monies in cash and the value of any property or security included in the consideration is as follows:

(a) Monies paid in cash ..... (b) Property transferred in exchange; Equity value \$ Encumbrances \$ (c) Securities transferred to the value of .. (d) Balances of existing encumbrances with interest owing at date of transfer \$ (c) Monies secured by mortgage under this transaction ... (f) Liens, annuities and maintenance charges to which transfer is subject S.

Total consideration ..

5. If so, what is the relationship between Other remarks and explanations, if necessary 1. 42260 in the County of this

day of

A Commissioner, etc.

A Commissioner, etc.

The Registry Act

CAISTOR

COUNTY OF WENTWORTH )
TO WIT

### AFFIDAVIT AS TO MARRIAGE STATUS

I, FREDERICK ROBERT MURGATROYD, one of the Grantors in the within instrument named make oath and say:

THAT at the time of the execution and delivery by me of the within instrument I was legally married to Margaret L. Murgatroyd, the person joining therein as my wife to bar her dower and was of the full age of twenty-one years.

SWORN before me at the City of Hamilton, in the County of Wentworth, this and day of Salvana.

A. D. 1957.

2 V

A Commissioner, etc.

Exhibit D to the Affidavit of Evelyn Susan Duck sworn the 12<sup>th</sup> day of May, 2023

Commissioner

Ontario ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

REGISTRY OFFICE #30

46056-0355 (LT)

PAGE 1 OF 2
PREPARED FOR jmclachlin
ON 2022/09/01 AT 13:08:25

PIN CREATION DATE: 2003/02/24

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION: PT LT 2 RANGE 2 SOUTH GRIMSBY AS IN RO660971; WEST LINCOLN
PROPERTY REMARKS:
ESTATE/CUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RE-ENTRY FROM 46056-0729

CAPACITY SHARE JTEN JTEN

> DUCK, EVELYN SUSAN DUCK, JEFFREY LAWRENCE

OWNERS' NAMES

						/ шашъ
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CHKD
** PRINTOUL	T INCLUDES AL	** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENT'S SINCE 2003/02/21	DELETED INSTRUMENT	\$ SINCE 2003/02/21 **		
**SUBJECT,	ON FIRST REG	**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO	AND TITLES ACT, TO:			
*	SUBSECTION 4.	(1) OF THE LAND TITLE	ES ACT, EXCEPT PAR	SUBSECTION 4‡(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *		
*	AND ESCHEATS	AND ESCHEATS OR FORFEITURE TO THE CROWN.	CROWN.			
* *	THE RIGHTS O	ANY PERSON WHO WOULD	D, BUT FOR THE LANI	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF		
*	IT THROUGH LA	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION	ESSION, PRESCRIPTIC	DN, MISDESCRIPTION OR BOUNDARIES SETTLED BY		
*	CONVENTION.					
*	ANY LEASE TO	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.	70(2) OF THE REGIS	FIRY ACT APPLIES.		
**DATE OF (	CONVERSION TO	**DATE OF CONVERSION TO LAND TITLES: 2003/02/24 **	/24 **			
R0660971	1993/01/15	TRANSFER	\$125,000		DUCK, EVELYN SUSAN DUCK, JEFFREY LAWRENCE	U
RO747017	1998/10/16	CHARGE		*** DELETED AGAINST THIS PROPERTY *** DUCK, EVELYN SUSAN DUCK, JEFFREY LAWRENCE	ROYAL BANK OF CANADA	
NR5692	2003/09/26	CHARGE		*** COMPLETELY DELETED *** DUCK, EVELYN SUSAN DUCK, JEFFREY LAWRENCE	CIBC MORTGAGES INC.	
NR9086	2003/11/05 DISCH REMARKS: RE: RG747017	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
NR111030	2006/07/25	CHARGE		*** COMPLETELY DELETED *** DUCK, EVELYN SUSAN DUCK, JEFFREY LAWRENCE	CANADIAN IMPERIAL BANK OF COMMERCE	

Attachment No. 1 to PD-38-2023

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY. NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

Ontario ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

TITLES ACT \* SUBJEC 46056-0355 (LT) \* CERTIFIED IN ACCORDANCE WITH THE LAND

OFFICE #30 REGISTRY

ON 2022/09/01 AT 13:08:25 PREPARED FOR jmclachlin TO RESERVATIONS IN CROWN GRANT \*

PAGE 2 OF 2

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
NR166011	2008/01/24	CHARGE		*** COMPLETELY DELETED *** DUCK, EVELYN SUSAN DUCK, JEFFREY LAWRENCE	VANDEN BRINK, WILLIAM	
NR189209	2008/09/19 DISCH REMARKS: RE: NR166011	DISCH OF CHARGE		*** COMPLETELY DELETED *** VANDEN BRINK, WILLIAM		
NR214774	2009/07/24 CHARGE	CHARGE		*** COMPLETELY DELETED *** DUCK, EVELYN SUSAN DUCK, JEFFREY LAWRENCE	CANADIAN IMPERIAL BANK OF COMMERCE	Allacii
NR214775	2009/07/24 DISCH REMARKS: RE: NR111030	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE		inicité i
NR237310	2010/04/27 REMARKS: NR5692	2010/04/27 DISCH OF CHARGE PARKS: NR5692.		*** COMPLETELY DELETED *** CIBC MORTGAGES INC.		<del>10. 1 t</del> t
NR237311	2010/04/27	CHARGE		*** COMPLETELY DELETED *** DUCK, EVELYN SUSAN DUCK, JEFFREY LAWRENCE	CIBC MORTGAGES INC.	J F D-3
NR237313	2010/04/27 WARKS: NR2147	2010/04/27 POSTPONEMENT REMARKS: NR214774 TO NR237311		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE	CIBC MORTGAGES INC.	0-2020
NR445522 RE	2017/05/01 DI: REMARKS: NR214774.	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE		,
NR445803	2017/05/02 CHARGE	CHARGE	\$700,000	\$700,000 DUCK, EVELYN SUSAN DUCK, JEFFREY LAMRENCE	ROYAL BANK OF CANADA	υ
NR445872 RE	2017/05/03 DI REMARKS: NR237311.	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGES INC.		

Attachment No. 1 to PD-38-2023

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY. NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

Exhibit E to the Affidavit of Evelyn Susan Duck sworn the 12th day of May, 2023

Commissioner



© Queen's Printer for Ontario, 2022

Exhibit F to the Affidavit of Evelyn Susan Duck sworn the 12<sup>th</sup> day of May, 2023

Commissioner

The applicant(s) hereby applies to the Land Registrar. yyyy mm dd Page 1 of 2

Registered as NR445803 on 2017 05 02

**Properties** 

PIN 46056 - 0355 LT Interest/Estate Fee Simple

PT LT 2 RANGE 2 SOUTH GRIMSBY AS IN RO660971; WEST LINCOLN Description

7395 20 ROAD Address

LRO # 30 Charge/Mortgage

GRIMSBY

### Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name DUCK, EVELYN SUSAN

Address for Service 7395 20 ROAD, WEST LINCOLN, ON,

L0R 2A0

I am at least 18 years of age.

DUCK, JEFFREY LAWRENCE and I are spouses of one another and are both parties to this document

This document is not authorized under Power of Attorney by this party.

Name DUCK, JEFFREY LAWRENCE Address for Service 7395 20 ROAD, WEST LINCOLN, ON,

LOR 2A0

I am at least 18 years of age.

DUCK, EVELYN SUSAN and I are spouses of one another and are both parties to this document

This document is not authorized under Power of Attorney by this party.

Chargee(s) Share Capacity

ROYAL BANK OF CANADA

Address for Service 10 YORK MILLS ROAD, 3RD FLOOR, TORONTO, ON, M2P

0A2

### **Provisions**

Principal \$700,000.00 Currency CDN

Calculation Period Monthly, Not in Advance

Balance Due Date ON DEMAND Interest Rate See Schedule

**Pavments** 

Interest Adjustment Date

Payment Date ON DEMAND

First Payment Date Last Payment Date

200617 Standard Charge Terms

Insurance Amount Full insurable value

Guarantor

### Additional Provisions

Schedule Form 5 - Land Registration Reform Act (Ontario) - Prime Rate

ADDITIONAL PROPERTY IDENTIFIERS AND OTHER INFORMATION

Recitals:

(A)We are lending money or providing other forms of credit (either now or in the future) to EVELYN SUSAN DUCK and JEFFREY LAWRENCE DUCK or either of them who is referred to in this Schedule and the Standard Charge Terms as the "Customer". If more than one person is the Customer, the term "Customer" refers to all such persons.

(B)In this document, we use the word "you" to describe the person who has signed, authorized or promised to be bound by this Mortgage. If more than one person has signed, authorized or promised to be bound by this Mortgage, then all of those persons will be jointly and

63

at 14:16

### Attachment No. 1 to PD-38-2023

The applicant(s) hereby applies to the Land Registrar.

Registered as NR445803 on 2017 05 02 at 14:16

yyyy mm dd Page 2 of 2

64

### Additional Provisions

LRO # 30 Charge/Mortgage

severally liable to comply with all Promises under this Mortgage.

- (C)In this document, we use the word "we" or "us" to describe the financial institution lending money or providing other forms of credit to the Customer, which is the same as the mortgagee under this Mortgage.
- (D)The term "Customer Liabilities" means all debts and other obligations the Customer owes to us, including:
- 1.All the Customer's debts and obligations, whether the debts are owing now or in the future, whether the debts are absolute or contingent, and whether they are due now or at some time in the future;
- 2. Any extensions, renewals or amendments of the debts or obligations;
- 3. Debts and obligations incurred or arising inside Canada or anywhere else;
- 4.Debts and obligations incurred with others; and
- 5. Obligations the Customer incurred as principal debtor or as a guarantor or surety.
- (E)If the Customer Liabilities are reduced, or increased, or paid off, and then incurred again, the Customer Liabilities include all of those liabilities, up to the Principal Amount.
- (F)Unless otherwise defined, any capitalized terms mean the same as they do in the set of standard charge terms that apply to this Mortgage.

This Mortgage

- (1)You have agreed to grant this Mortgage of your Property as a continuing security for payment of all the Customer Liabilities.
- (2)The parties agree that this Mortgage will secure an amount up to \$700,000.00 (the "Principal Amount") (together with interest and compound interest at the Interest Rate and our Costs). This Mortgage will not secure any amount of the aggregate principal part of the Customer Liabilities that exceeds this amount.
- (3)You promise to pay us, on demand, the Customer Liabilities not to exceed the Principal Amount, together with interest on the amount demanded at a rate equal to the Prime Rate per annum in effect from time to time, plus SEVEN per cent (7.00000%) per annum (the "Interest Rate"). This interest will be calculated monthly, not in advance and is payable on demand, before and after Default and judgment. Interest will be charged on overdue interest at the Interest Rate.

### Signed By

Tel

Nicole Susan Craig 4 Hughson St. South, Suite 901 acting for Signed 2017 05 02 Hamilton Chargor(s)

L8N 3Z1

905-577-4663

905-525-1985

I have the authority to sign and register the document on behalf of the Chargor(s).

### Submitted By

First Canadian Title Company Limited 4 Hughson St. South , Suite 901 2017 05 02 Hamilton

L8N 3Z1

Tel 905-577-4663 Fax 905-525-1985

### Fees/Taxes/Payment

Statutory Registration Fee \$63.35 Total Paid \$63.35

### File Number

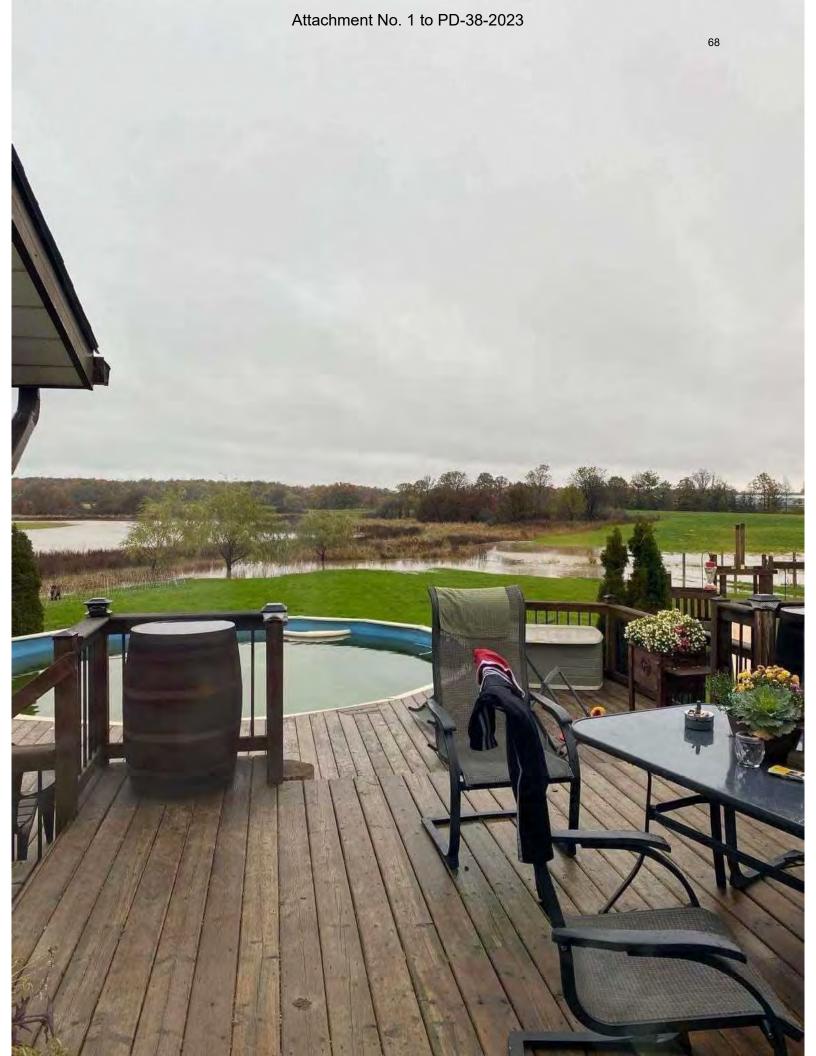
766423115/17093002476 Chargee Client File Number:

Exhibit G to the Affidavit of Evelyn Susan Duck sworn the 12<sup>th</sup> day of Way, 2023

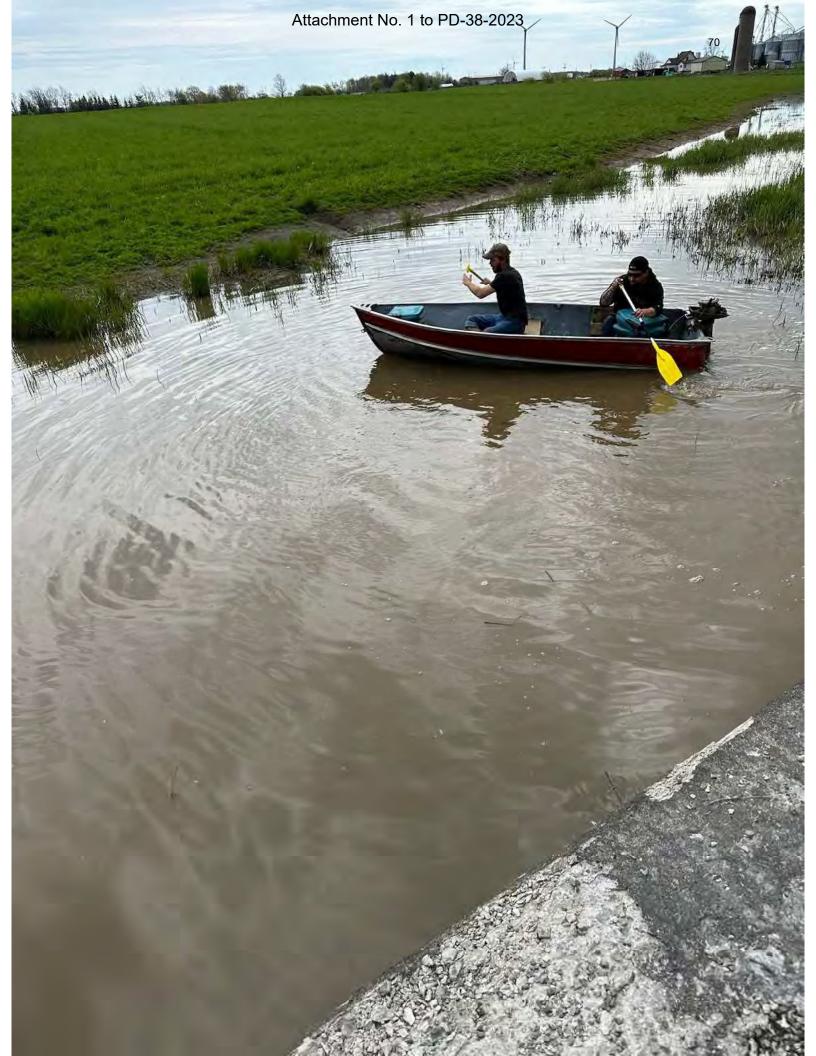
Commissioner











Court File No.

Applicants

EVELYN SUSAN DUCK and JEFFREY LAWRENCE DUCK

(Short title of proceeding)

 - and - HIS MAJESTY THE KING IN RIGHT OF ONTARIO, as represented by the Ministry of Natural Resources and Forestry, et al. Respondents

SUPERIOR COURT OF JUSTICE

ONTARIO

PROCEEDING COMMENCED AT: St. Catharines

AFFIDAVIT OF EVELYN SUSAN DUCK

Barristers and Solicitors
311 Broad Street East
Dunnville, Ontario
N1A 1G4

Hedley, McLachlin & Attema

Michael J. McLachlin Tel: (905) 774-9988

Fax: (905) 774-6637 Email: mmclachlin@hedleylaw.com

Solicitor for the Applicants

Court File No.

### ONTARIO SUPERIOR COURT OF JUSTICE

BETWEEN:

EVELYN SUSAN DUCK and JEFFREY LAWRENCE DUCK

Applicants

- and -

HIS MAJESTY THE KING IN RIGHT OF ONTARIO, as represented by the Ministry of Natural Resources and Forestry and ROYAL BANK OF CANADA

Respondents

IN THE MATTER OF the Beds of Navigable Waters Act, R.S.O. 1990 c.B-4;

And in the matter of the lands legally described as Part of Lot 2, Range 2, Former Township of South Grimsby as in RO660971; Township of West Lincoln, being PIN 46056-0355 (LT)

### AFFIDAVIT OF HAROLD HYDE

I, HAROLD HYDE, of the Regional Municipality of Niagara, in the Province of Ontario MAKE OATH AND SAY AS FOLLOWS:

- I have been a Professional Land Surveyor since 1999. I have surveyed the lands to which this court Application relates and as such have knowledge of the matters hereinafter deposed to.
- Evelyn Susan Duck and Jeffrey Lawrence Duck are the registered owners of the lands and premises legally described as:

Part of Lot 2, Range 2, Former Township of South Grimsby as in RO660971; Township of West Lincoln, being PIN 46056-0355 (LT);

The said lands are referred to herein as the "Property".

- 3. The Property of the Applicants is traversed by a branch of the North Creek, which enters the property along its westerly boundary and travels, in a meandering fashion, through the Property eventually exiting the Property along the northerly boundary.
- 4. Attached hereto and marked as **Exhibit "A"** to this Affidavit is a copy of a draft Reference Plan which I have prepared, which was completed on April 6, 2021 and which draft plan is dated August 31, 2022. The said draft plan shows the location of the said North Creek as it passes through the Property of the Applicants. The Property is shown as Parts 1 and 2, Part 1 being the lands north and west of the Creek and Part 2 being the lands east and south of the Creek.
- 5. Attached hereto and marked as **Exhibit "B"** to this Affidavit is an aerial image taken from Niagara Navigator website on which I have made notations to illustrate the location from which other images attached to this affidavit have been taken.
- 6. Attached hereto and marked as **Exhibit "C"** to this Affidavit is an aerial image taken from the Niagara Navigator website and noted as being taken in 1954-55 showing that portion of the North Creek lying within the subject lands. The water in the creek is clearly visible in both images which are Exhibit B and C, extending across the entire parcel as it meanders through the property.
- 7. Attached hereto and marked as **Exhibit "D"** are five photographs taken by myself or my employees of the subject property. Attached hereto and marked as **Exhibit "E"** are three images obtained from Google Maps showing the nature of the creek as it crosses South Grimsby Road

10 looking both east and west as well as where it crosses South Grimsby Road 8, looking west. South Grimsby Road 8 is the next road to the east of the subject property a very short distance downstream. The image looks westerly in the direction of the Property.

- 8. Attached hereto and marked as **Exhibit "F"** to this Affidavit is a copy of part of the Tremaine Map, prepared by George R. Tremaine in 1862, for the area in which the Property is located. On the map I have marked at points A and B the westerly and easterly boundaries, respectively, of the property today. The significance of this map is that it shows that in the 1860s the Creek was a significant watercourse.
- 9. The Tremaine Map which is attached as Exhibit F also reveals the existence of a sawmill a short distance downstream from the Property, where the Creek passes through the property of the McCollom family.
- 10. Attached hereto and marked as **Exhibit "G"** to this Affidavit are excerpts from the Historical Atlas of Lincoln and Welland Counties, originally printed by H. R. Page & Co. in 1876. This diagram again shows the North Creek as passing through the properties, again indicating that it is a significant watercourse at the time of preparation of the atlas.
- 11. Attached hereto and marked as **Exhibit "H"** to this affidavit are old maps of Gainsborough Township and Grimsby Township acquired from the Ministry of Natural Resources. Both maps are signed by Thomas Ridout and dated September of 1811. These maps are not actual Crown Plans, but are common in many of the early Townships in the Niagara Peninsula. The plans do show many structures, road allowances, streams and settler names. The plans are of very poor quality and difficult to copy. Consequently, I have marked on both plans the North Creek in yellow. On the Gainsborough map I have marked the location of the McCollom sawmill shown on the Tremaine Map. The fact that the North Creek is shown on these plans confirms the significance of the Creek in the early settlement of these Townships.

12. Attached hereto and marked as **Exhibit "I"** to this affidavit is an excerpt of pages 254 - 257 of "West Lincoln: Our Links With the Past, 1784 - 1984" a book published by West Lincoln Historical Society in 1985. In the excerpt, the author states:

"The Twenty Mile Creek (Jordan River) was one of the streams which provided a route for relatively easy travel. Entirely above the escarpment as it flows through West Lincoln, with few portages it was navigable by canoes and small boats. So were, in part, its tributaries, the Sixteen Mile Creek and North Creek".

- 13. Attached hereto and marked as **Exhibit "J"** are Registry Office property index maps of the land in the area of the property on which it can be seen that there are two other sections of the North Creek a short distance downstream from the subject property for which court orders have been made determining that the North Creek is navigable and that the bed of the creek as it crossed through those properties, was vested in the Crown. Attached hereto and marked as **Exhibit "K"** is a copy of the court order of the Honourable Justice P. J. Flynn dated February 9, 2017, determining that the portion of the creek as it passed through the property of Carolyn Langley and Robert Mous was vested in the Crown.
- 14. Attached hereto and marked as Exhibit "L" is a copy of the Order of the Honourable Justice J.W. Quinn dated July 2, 2015, determining that the portion of the creek as it passed through the property of John Ivan Vuckovic, Evica Vuckovic also known as Eva Vuckovic and Green Horizon Ag. Inc. was vested in the Crown.
- 15. In addition to the foregoing, there is also the recent decision of the Honourable Justice M. D. Parayeski dated May 2, 2023 determining that a portion of the North Creek located a short distance upstream from the subject property is also navigable, which Order indicates it was made on consent of the parties to that proceeding. A copy of this Order is attached hereto and marked as Exhibit "M" to this affidavit.

- 16. The North Creek as it passes through the Property of the Applicants is a significant watercourse. During the preparation of the draft reference plan survey, I attended at the property on multiple occasions and generally observed the Creek to have a width of approximately 10 to 16 metres and a depth of approximately 1.0-1.5 metres. On those occasions, the Creek would certainly have been capable of travel by canoe or small boat.
- 17. Over the course of my career I have had many occasions to review and research the history of lands located within the Niagara Peninsula, including the historical purposes for which the lands were used. There are many texts and historical resources which refer to the importance of watercourses like the North Creek to early settlement and travel, as well as the importance of these watercourses for commercial purposes.
- 18. Timber was an important industry in the nineteenth century. Logs cut in an area would be floated downstream to sawmills wherever possible. The fact that a sawmill was located, for many decades, a short distance downstream from the Property in this case indicates that the North Creek was likely used for the floating of logs downstream to that sawmill. It is apparent from the historical maps and documents which are attached to this affidavit that the North Creek was a significant Creek at the time of original settlement of the area and at the time that the Crown patent in connection with the Property was issued.
- 19. It was very common during early settlement of lands in the Niagara Region that settlers would utilize watercourses such as the North Creek in order to access their property. Page 10 of the Historical Atlas excerpt attached hereto as **Exhibit "N"** describes early settlement in the area of the Property and contains numerous references to the early owners of the lands utilizing the watercourses to settle their property. For example, the Historical Atlas specifically contains the following passage:

"In 1787, Richard Griffin, with a family of seven sons and four daughters, from what was then called Nine Partners, N.Y., settled on the Jordan (20 mile creek) now Smithville.

Before removing the whole family to the new home, they encamped at the mouth of the stream for a few weeks, while Abraham and Edward, two of the elder sons, followed the stream on Monday to their lands, where working to clear the ground and erect dwellings until Saturday returned to the encampment by the same crooked route. Soon however the whole family moved into their new mansion in the forest, each son and daughter almost immediately selected lots for themselves, settled in life and soon began amongst other duties to replenish the earth.

Charles Mereidth Thomas Harris, Thomas North, and Lieutenent Monroe, began their improvements soon after; Robert Lounsbury, Dr. Utter, John Beam, Solomon Hill, Wm. Lawrence, John Beamer, from N. Jersey; Peter Bronslaugh, from Virginia; D. Palmer, and others, including the Merritts, from Katskill, in what is known as the "Merritt settlement" and some of the McCollums, John Harris, Wm. and Thomas Bridgman, along the 20 mile creek".

The above passage refers to the sawmill established a short distance downstream from the Property. It would seem very likely that the North Creek was used by settlers in this area in order to access the lands which they settled.

- 20. Attached hereto and marked as **Exhibit** "O" to this Affidavit is a copy of the original Crown Patent issued to what appears to be William Chewith for all of the lands that are Lot 2, second range in the Gore south of 20 Mile Creek. These lands are now referred to as Part of Lot 2, Range 2, in the geographic Township of South Grimsby. What later became South Grimsby and North Grimsby Townships were originally one township simply known as "Grimsby". A review of the patent discloses that there is no explicit grant of the bed of any creeks, streams or other waterways or navigable waters relating to the lands patented.
- 21. I swear this Affidavit in support of the within Application for a declaration that the North Creek, as it passes through the Property of the Applicants, is a navigable body of water and that, as such, the said Creek bed is owned by the Crown, and for no other or improper

- 7 -

purpose.

SWORN BEFORE ME	)
at Haldimand County	)
in the Province of Ontario	)
on MAN VZ , 2003/	)
	)

A Commissioner for Taking Affidavits

Harold Hyde

Exhibit A to the Affidavit of Harold Hyde sworn the 17th day of May, 2023

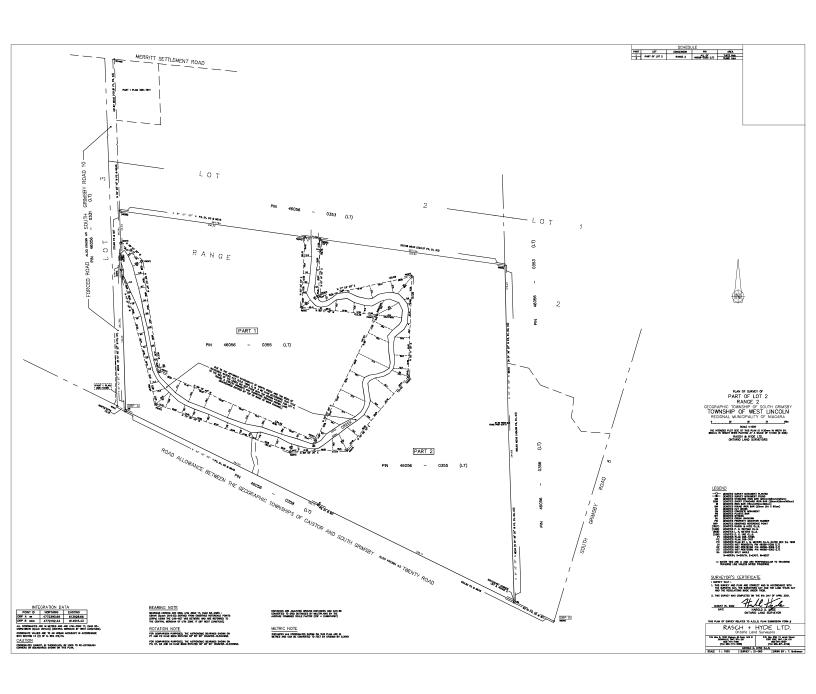


Exhibit B to the Affidavit of Harold Hyde sworn the 17th day of May, 2023



Exhibit C to the Affidavit of Harold Hyde sworn the 17<sup>th</sup> day of May, 2023

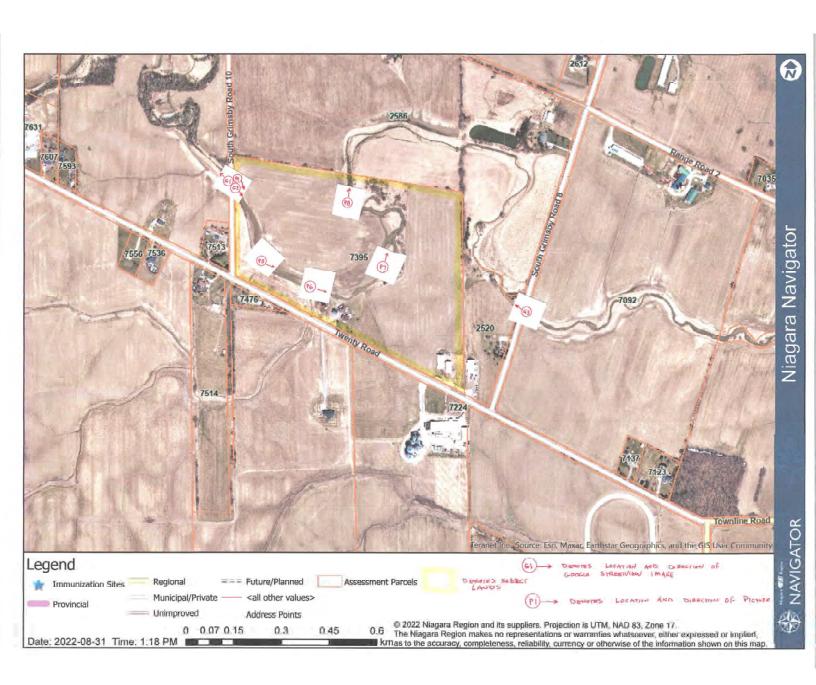
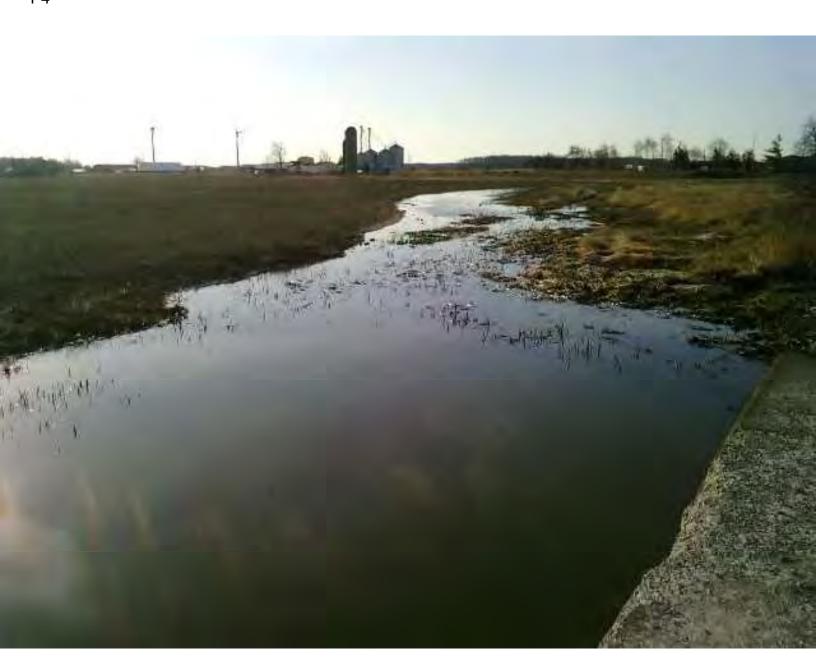
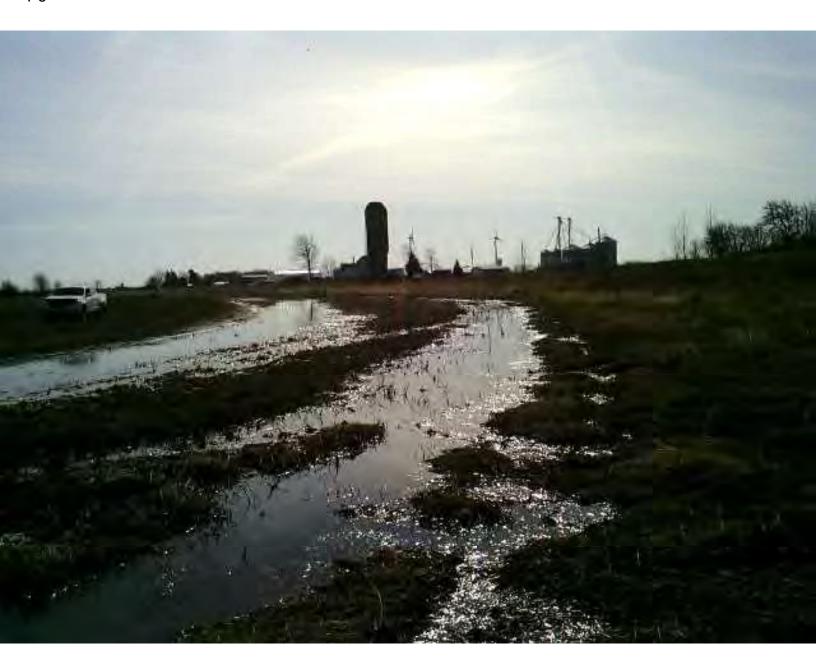
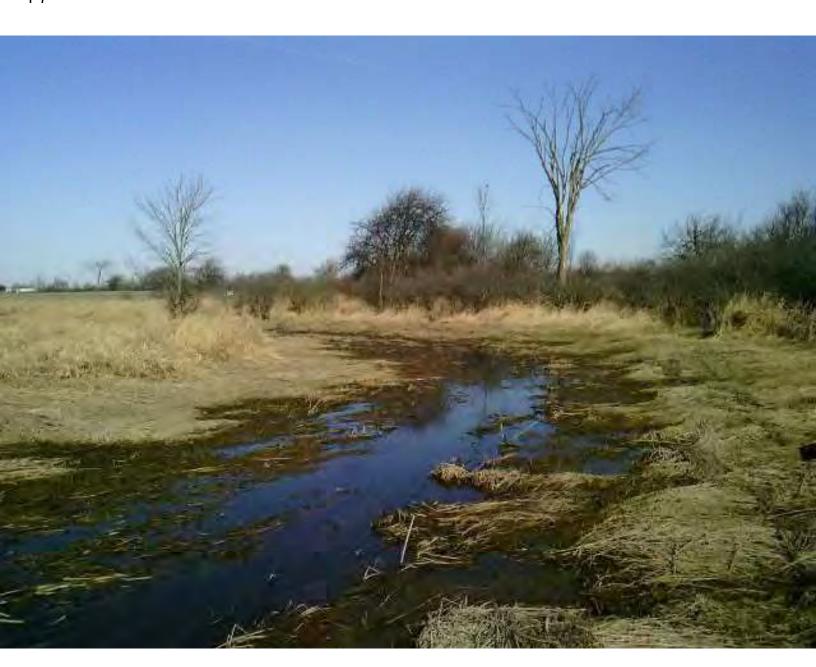


Exhibit D to the Affidavit of Harold Hyde sworn the 17th day of May, 2023









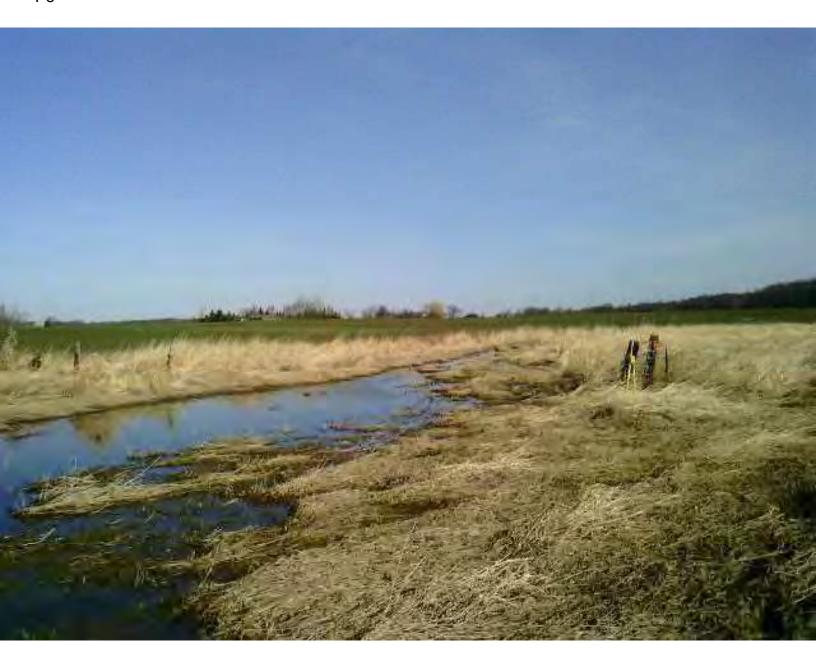


Exhibit E to the Affidavit of Harold Hyde sworn the 17th day of May, 2023



G2



G3



Exhibit F to the Affidavit of Harold Hyde sworn the 17th day of May, 2023

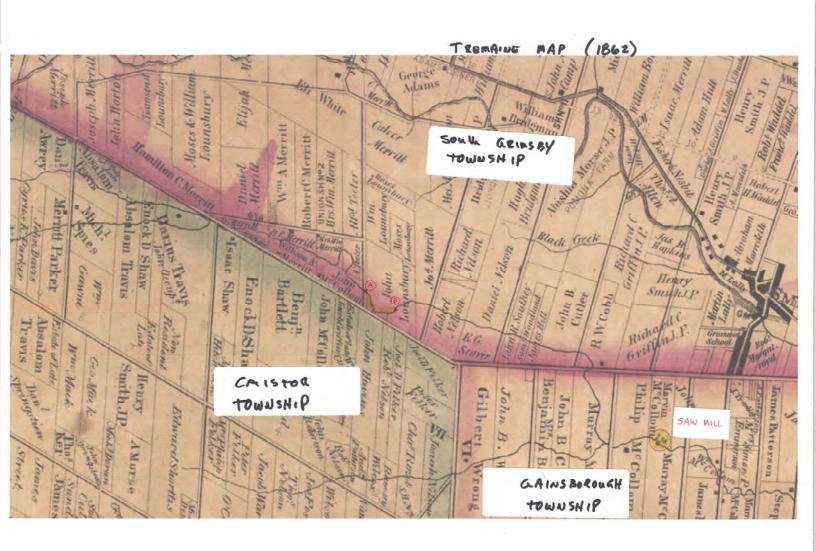


Exhibit G to the Affidavit of Harold Hyde sworn the 17th day of May, 2023

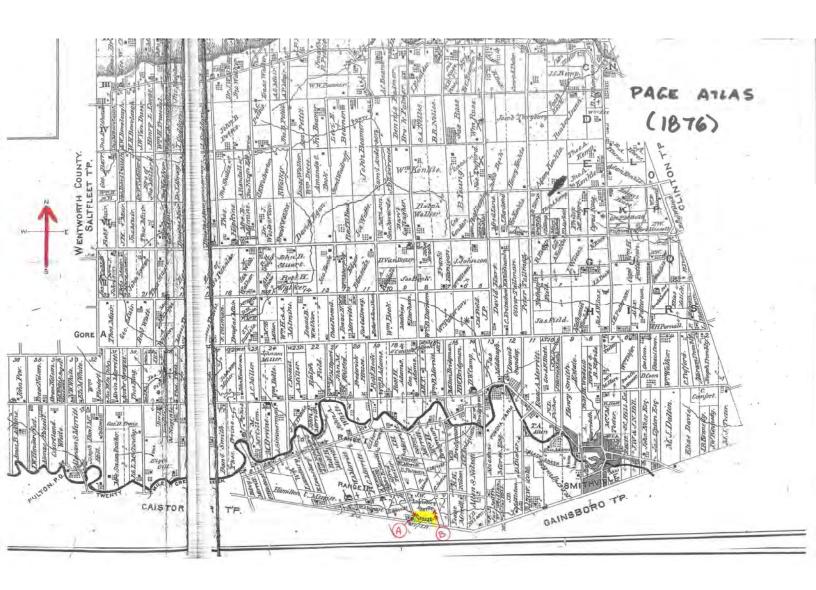


Exhibit H to the Affidavit of Harold Hyde sworn the 17<sup>th</sup> day of May, 2023

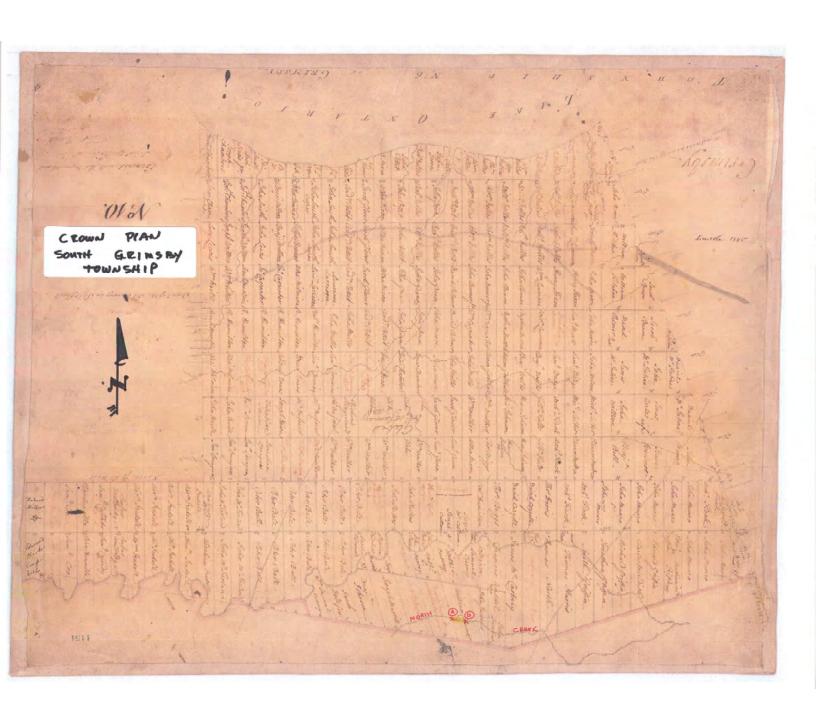
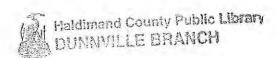


Exhibit I to the Affidavit of Harold Hyde sworn the 17th day of May, 2023

# WEST LINCOLN

# OUR LINKS WITH THE PAST 1784-1984



Published by The West Lincoln Historical Society, 1985

#### **CHAPTER VII**

## Transportation in West Lincoln

### Waterways

It was the waterways of West Lincoln which provided a ready made means of transportation for the early settlers, long before most of the roads were cleared through the woods. The Twenty Mile Creek (Jordan River) was one of the streams which provided a route for relatively easy travel. Entirely above the escarpment as it flows through West Lincoln, with few portages it was navigable by canoes and small boats. So also were, in part, its tributaries, the Sixteen Mile Creek and North's Creek. The forests and swamps helped to keep a more even flow of water in these streams than today, so that canoes probably had some use of them even in the summer. Their winter ice provided the luxury of smooth travel for sleighs and cutters.



Canoes on the Welland River near Wellandport.

Photo, West Lincoln Historical Society

One river provides a waterway through the length of the township. This is the Welland River, also known by the Indian name Chippewa (Chippawa) Creek. From its source in the Ancaster hills, it flows a distance of some sixty miles (considerably farther if one includes all its windings) to empty into the Niagara River a few miles above Niagara Falls. The river and the footpaths on either side had been used by the Indians since ancient times, as indicated by the artifacts found along its banks. Up this river came many of West Lincoln's very early settlers, by canoes, small boats and rafts. The lower reaches of some of its tributaries within the township were large enough for small craft. Such were the Beaver Creek (and seasonally its tributaries the Black Ash and Parker Creeks) and Sucker Creek. These tributary streams were probably of fairly limited use for transportation, although they certainly were useful to pioneers for fishing and hunting and as a supply of water for livestock.

The slowly winding Welland River, on the other hand, was a much travelled waterway. The upper reaches were, with occasional portage, suitable for smaller craft. Hundreds of thousands of board feet of timber were carried on its spring flood waters as logs were sent on their way to Port Davidson or Wellandport. There they might be sawed into lumber and the lumber shipped on by boat, as downstream from Port Davidson the water was deep enough that the river became a commercial waterway. Probably more commonly they were assembled into rafts to be floated downstream to the mouth of the Welland where small steam tugboats would tow them up the Niagara River to Buffalo or to Tonawanda.

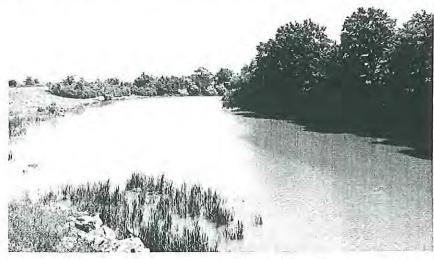
Historically the Welland River has been linked with the Welland Canal. The first canal, built in 1829, came from Port Dalhousie only so far as the Welland River at Port Robinson. From there, ships went down the Welland to the upper Niagara River. To supply enough water to raise ships over the height of land at Allanburg, a dam was built at Dunnville on the Grand River, and a feeder canal was dug across Wainfleet to carry this water to the Welland Canal at Port Robinson. The aqueduct was the means by which the feeder canal crossed over the Welland River. It was a trough-like structure of white pine timber

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and plank<sup>1</sup>. The river still flowed unhindered beneath the aqueduct, and there was no interference with its traffic. This traffic must have been considerable, as then a wooden lock was built near the aqueduct to join the river to the feeder canal. Of course, this gave river traffic access via the feeder canal to the Welland Canal, which in 1833 was extended to Port Colborne. The second Welland Canal, 1850<sup>2</sup>, continued this connection, replacing the wooden lock with one of cut stone, and somewhat later even adding another lock. The connection between river and canal was important to allow river traffic to develop the land upstream. The arrangement continued until 1926, when the two stone locks were torn down and the Welland Canal deepened<sup>3</sup>. This ended forever the shipping on the Welland River, which, at any rate, by then had been pretty well lost to the railways.

But the old Welland River had had its time of glory! It had developed commercial traffic to the Niagara River even before the building of the Welland Canal. This traffic had been increased many fold by the locks connecting river and canal, and was important roughly till the end of the century.

During this time ports developed upstream from Welland. The closest to Welland within what is now West Lincoln was known first as Port Fanny, later as Candasville. This river port developed into a small hamlet (See Hamlets, Candasville in this book).



The Welland River as it appears today near the site of old Candasville.

Photo, West Lincoln Historical Society

A few miles farther upstream was "The Narrows", soon to be known as Wellandport. Still farther west was Port Davidson, where the Canboro Road was bridged across the river (See Hamlets of Gainsboro' in this book). Many logs were sent downstream from Port Davidson, and it is said that here scows could pick up half loads of lumber or cordwood, finishing the load at Wellandport where the water was deeper.

At Wellandport the river and its riverbank roads were met by the early constructed Canboro Road which connected Niagara with Canboro. Dilly C. Holmes, on his retirement after long service as post-master of Wellandport, wrote a letter in 1899 to the Welland Tribune. In it he tells us some about the river traffic, "... There were large quantities of lumber being sawn here. About 1841 two or three boats came up the river from Buffalo to take this lumber away, and being the first boats, many of the settlers went out to see them. In coming up they had taken all the bridges out to get through. This caused great excitement. On seeing the boats some suggested that the place be called Welland Port. My friend, Samuel Wiggins, who lived to be 87 years old, told me these particulars."

Mr. Harold Hodgkins remembers that his grandmother (born c.1866) used to tell him about the small tugboats that went up and down the river. Family accounts lead him to believe that at least some of them were built by the Ross family business in Port Robinson.

There is some interesting documentation of the shipments from Wellandport and of the boats which took the loads. The wheat purchase book of Samuel Holmes is a valuable source of information. It records purchases and shipments out for the years 1855 to 1873 (See also the Hamlet of Wellandport in this book). We learn that a scow loaded wheat in 1855, its master being George Grant. Other boats which loaded grain there in 1855 and 1856 were the "boat Empire" and the "Mary Alice". It would be interesting to know more about just what type of boats these were, but attempts to learn more about them

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Part of a page of the Wheat Purchase Account of Samuel Holmes. Courtesy of the Freure and Holmes families

have not been successful. However, the St. Catharines Museum has a record of a scow "Victoria" which may very well have been the same one as took wheat from Wellandport in 1872 and 1873. Built at Welland in 1870 by Moses Betts, it was a square sterned wooden scow with the registration number 90709. Its overall length was 109 ft., breadth 23 ft., depth 6.5 ft., and its gross tonnage was 156. The original owner was Allan J. Holloway of Bertie Township. Although "Victoria" was a very popular name for ships at that time, this particular Victoria would seem very likely to have been the one which came to Wellandport, as it is the only scow registered by that name which was built so close by and at that time.

Janus Bougand

Receipt for grain shipped out by scow.

Courtesy of the Freure and Holmes families

Besides grain, great quantities of lumber, cordwood and barrel staves were shipped out. In 1899, D.C. Holmes wrote that a scow would carry from 200 to 250 cords of wood. He also noted that supplies for Mr. Humphrey's Store were "bought at old Niagara and Buffalo, carried here by boats or sleighs on the river".

Mrs. Hazel Ulman recalled that the blocks for the new basement under Wellandport Methodist

Church in 1911 were brought by boat and unloaded on the north shore of the river. They had come from Dunnville via the Feeder Canal to Welland and then up the Chippewa to Wellandport. This probably was the last delivery of freight to Wellandport by water. The railways made river and canal transport seem slow and awkward. According to the late Mrs. Reva Fulsom the last "large" ship to use the river at Wellandport was a show boat which, in 1912, came up the river, tied up at the fairgrounds, and the crew pitched a show tent. Without realizing it, they were marking the end of an era.

By 1925, when the new Welland Canal was built, it no longer was judged necessary to provide a lock to connect the river and the canal. The river itself endured the indignity of being run under the canal by six large siphon tubes. The river commerce was indeed finished.

Today it is pleasure craft which ply the waters of the Welland. Many of them start from the Chippawa Conservation Park, which is on the Wainfleet side of the river west of Wellandport. In winter, the roar of snowmobiles has replaced the bells of cutters and sleighs. The streams and the river have remained a recreational and fresh water resource, and the task and concern for some time has been to protect and conserve this resource.

Ellenor Black

References: 1, 2, 3. Adams, J.R. ed., Souvenir Booklet for Welland Centennial, 1858-1958, pp. 8, 9 & 15.
4. The Wheat Purchase Book of Samuel Holmes, by kind permission of the Freure and Holmes families.

#### Railways

Many residents of West Lincoln cherish memories of the bygone era when one could go to a local station — to Grassie, Smithville, St. Ann's, Silverdale Station, Vaughan Station or Port Davidson — and catch a train for places near or far. There are memories of the mailbags being picked up or thrown off, sometimes even without the train's stopping — of farmers loading wheat — of housewives going to Hamilton market with baskets of produce — of farmers' sons driving cattle to the station stockyard. Some recall businessmen going to Hamilton, Welland or Buffalo, or young men boarding the train to go "out West" to work in the wheat harvest.

All this had come to pass following an act passed by the Ontario Legislature in 1884 granting the T.H.&B. Railway the right to build. An interesting comment is made by Norman S. Helm, in the book of which he is author, *In the Shadow of Giants, the Story of the Toronto Hamilton and Buffalo Railway*. The author notes, "Clause 7 contained what were some of the earliest rumblings of what we would refer to today as environmental awareness. The clause read in part, 'The said company shall have power...to make use for the purposes of the said railway, of the water of any stream or watercourse, at or by which the said railway passes, doing, however, no unnecessary damage thereto and not impairing the usefulness of such stream or watercourse.'"

Train service began in this West Lincoln area on December 30, 1895, when the main line from Hamilton to Welland was completed. The main purpose of the line was to complete connections from Toronto and Hamilton to Welland and on to the United States. In so doing, it provided service through the midpart of the peninsula, passing through the old townships of South Grimsby and Gainsboro'. Frank E. Page in *The Story of Smithville*, notes that the Township Council (of South Grimsby) passed a bonus bylaw in order to ensure that the railway would come through Smithville (rather than about a mile north of it) and to specify a certain number of trains daily each way to stop at Smithville. Mr. Robert Murgatroyd Sr., who had fought hard to gain the service for Smithville, became one of the Provisional Directors of the new railway. A timetable shows that by the spring of 1896 there were two Hamilton to Buffalo "Express" (passenger) trains daily each way, and one "mixed" (passenger and freight) train which ran daily each way<sup>2</sup>.

GRASSIE STATION was the first inside South Grimsby Township as the trains came from the west. Grassie was a "flag-stop". To signal the approaching trains, there was a large pole with several boards, the "flags", near the top. The station agent pulled levers to raise various colours, and the train engineer knew what they meant. At country stations, one man was both the station master and dispatcher. The dispatcher sent and received messages by telegraph, station to station. The last station master at Grassie was Mr. Angus Johnson.

Exhibit J to the Affidavit of Harold Hyde sworn the 17th day of May, 2023



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Exhibit K to the Affidavit of Harold Hyde sworn the 17th day of May 2023

Court File No. 56951/16

### ONTARIO SUPERIOR COURT OF JUSTICE

THE HONOURABLE

) THURSDAY THE 9TH DAY

JUSTICE P.J. FLYNN

OF FEBRUARY , 2017

BETWEEN:

CAROLYN LANGLEY and ROBERT MOUS

Applicants

- and -

THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO, as represented by the Ministry of the Attorney General and CIBC MORTGAGES INC. and THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN

Respondents

IN THE MATTER OF the Beds of Navigable Waters Act, R.S.O. 1990 c.B-4; and in the matter of the lands legally described as Part of Lot 14, Concession 9, Former Township of South Grimsby as in RO273224; Township of West Lincoln, being PIN 46055-0262 (LT);

And in the matter of an Application to interpret the provisions of By-Law 79 - 14, being a zoning by-law of The Township of West Lincoln.

### ORDER

THIS APPLICATION made by the Applicants for an Order declaring that the North Creek which passes through the property of the Applicants legally described as Part of Lot 14, Concession 9, Former Township of South Grimsby as in RO273224; Township of West Lincoln, being PIN 46055-0262 (LT), is navigable within the meaning of the Beds of Navigable Waters Act, R.S.O. 1990, c.B.4; and for an Order declaring that the lands of the Applicants designated as Parts 1 and 2 on a draft reference plan of Rasch & Hyde Ltd. and which each are part of the lands

9

which are Part of Lot 14, Concession 9, Former Township of South Grimsby as in RO273224; Township of West Lincoln, being parts of PIN 46055-0262 (LT), each constitute a "Lot" as defined in zoning by-law 79-14 of The Township of West Lincoln, was heard this day at the Courthouse, 59 Church Street, St. Catharines, Ontario.

ON READING the Application Record of the Applicant and on hearing the submissions of counsel for the Applicants, no one appearing for the Respondents although properly served,

- 1. THIS COURT ORDERS AND DECLARES that the North Creek as it passes through the property of the Applicants, Carolyn Langley and Robert Mous, legally described as Part of Lot 14, Concession 9, Former Township of South Grimsby as in RO273224; Township of West Lincoln, being PIN 46055-0262 (LT), is navigable within the meaning of the Beds of Navigable Waters Act, R.S.O. 1990, c.B.4.
- 2. THIS COURT ORDERS AND DECLARES that the Crown, as represented by the Ministry of the Attorney General for the Province of Ontario, has title of those lands which lie below the low water mark of the said North Creek as it crosses the said lands of the Applicants, being as shown in a draft reference plan of Rasch & Hyde Ltd. dated October 14, 2016 and attached to this Order.
- 3. THIS COURT ORDERS AND DECLARES that the lands designated as Part 1 on the draft reference plan of Rasch & Hyde Ltd. completed on September 19, 2016 and dated October 14, 2016 and being part of the lands which are Part of Lot 14, Concession 9, Former Township of South Grimsby as in RO273224; Township of West Lincoln, being part of PIN 46055-0262 (LT) constitute a "Lot" as defined in section 3.64 of Zoning By-Law 79-14 of The Township of West Lincoln and specifically, pursuant to subsection 3.64 (a) (ii) of the said zoning by-law.

3

- 4. THIS COURT ORDERS AND DECLARES that the lands designated as Part 2 on the draft reference plan of Rasch & Hyde Ltd. completed on September 19, 2016 and dated October 14, 2016 and being part of the lands which are Part of Lot 14, Concession 9, Former Township of South Grimsby as in RO273224; Township of West Lincoln, being part of PIN 46055-0262 (LT) constitute a "Lot" as defined in section 3.64 of Zoning By-Law 79-14 of The Township of West Lincoln and specifically, pursuant to subsection 3.64 (a) (ii) of the said zoning by-law.
- THIS COURT ORDERS that the draft reference plan of Rasch & Hyde Ltd. dated
   October 14, 2016, as attached to this Order, be deposited as a reference plan in the Land Registry
   Office for the Registry Division of Niagara North (No. 30)

Entered at ST. CATHARNES
Insort & ST. CATHARNES
In BOOK No.
au REGISTRE Nº
as Document No.
on / le FEB 19 201720

By / Per BF

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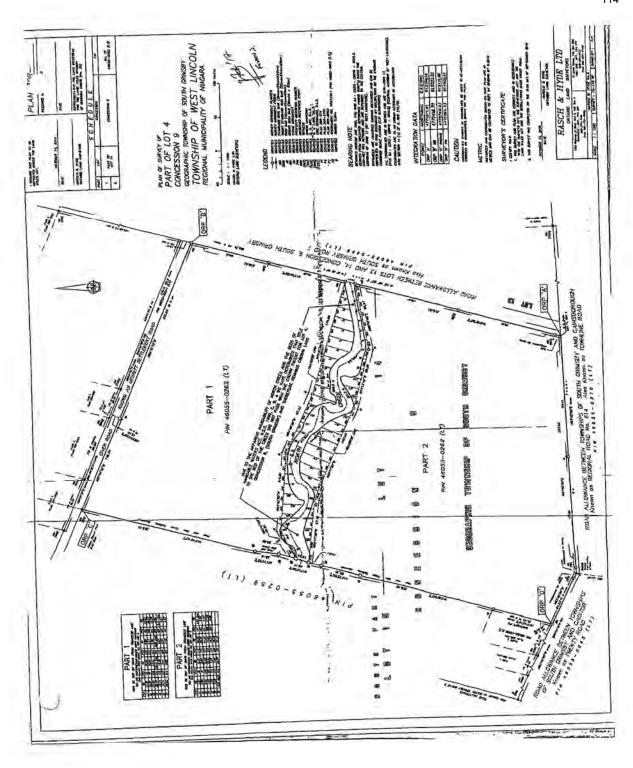


Exhibit L to the Affidavit of Harold Hyde sworn the 17th day of May, 2023

Court File No. 55837/15

### ONTARIO SUPERIOR COURT OF JUSTICE

THE HONOURABLE MR.
JUSTICE J.W. QUINN

THURSDAY THE 2nd DAY

3

OF JULY, 2015

BETWEEN:

JOHN IVAN VUCKOVIC, EVICA VUCKOVIC ALSO KNOWN AS EVA VUCKOVIC AND GREEN HORIZON AG. INC.

Applicants

- and -

THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO, as represented by the Ministry of the Attorney General and FARM CREDIT CANADA and BELL CANADA

Respondents

IN THE MATTER OF the Beds of Navigable Waters Act, R.S.O. 1990 c.B-4; and in the matter of the lands legally described as Part of Lot 13, Concession 9 former Township of South Grimsby, as in RO571395; Township of West Lincoln, being PIN 46055-0048 (LT) and the lands legally described as Part Lots 12 and 13, Concession 9 former Township of South Grimsby, as in RO529754 except Part 1 30R14482; subject to SG6899; Township of West Lincoln being PIN 46055-1519 (LT)

### ORDER

THIS APPLICATION made by the Applicants for an Order declaring that the North Creek which passes through the property of the Applicants legally described as Part of Lot 13, Concession 9 former Township of South Grimsby, as in RO571395;Township of West Lincoln, being PIN 46055-0048 (LT) and the lands legally described as Part Lots 12 and 13,

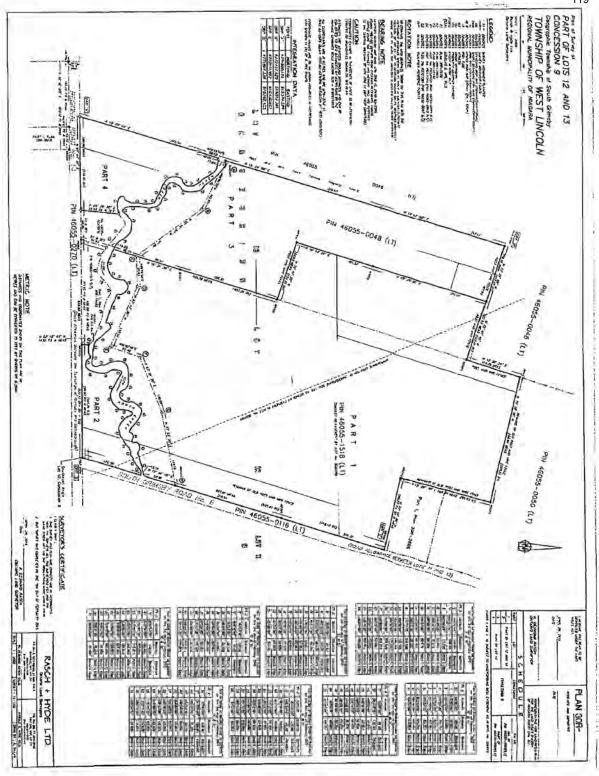
- 2 -

Concession 9 former Township of South Grimsby, as in RO529754 except Part I 30R14482; subject to SG6899; Township of West Lincoln being PIN 46055-1519 (LT), is navigable within the meaning of the *Beds of Navigable Waters Act*, R.S.O. 1990, c.B.4; was heard this day at the Courthouse, 59 Church Street, St. Catharines, Ontario.

ON READING the Application Record of the Applicant and on hearing the submissions of counsel for the Applicants, no one appearing for the Respondents although properly served,

- 1. THIS COURT ORDERS AND DECLARES that the North Creek, as it passes through the property of the Applicants legally described as Part of Lot 13, Concession 9 former Township of South Grimsby, as in RO571395; Township of West Lincoln, being PIN 46055-0048 (LT) and the lands legally described as Part Lots 12 and 13, Concession 9 former Township of South Grimsby, as in RO529754 except Part 1 30R14482; subject to SG6899; Township of West Lincoln being PIN 46055-1519 (LT), is navigable within the meaning of the Beds of Navigable Waters Act, R.S.O. 1990, c.B.4.
- 2. THIS COURT ORDERS AND DECLARES that the Crown, as represented by the Ministry of the Attorney General for the Province of Ontario, has title of those lands which lie below the low water mark of the said North Creek as it crosses the said lands of the Applicant, being as shown in a survey of Rasch & Hyde Ltd. dated April 29, 2015 and attached to this Order.
- 3. THIS COURT ORDERS that the said survey of Rasch & Hyde Ltd. dated April 29, 2015, as attached to this Order, be deposited as a reference plan in the Land Registry Office for the Registry Division of Niagara North (No. 30).

puerres



					John Ivan Vuckovic, Evica Vuckovic, etc. Applicants
					<b>v.</b>
Solicitors for the Applicants	HEDLEY & McLACHIN Barristers and Solicitors 311 Broad Street East Dunnville, Ontario N1A 164 Tel # (905) 774-9988 Fax # (905)-774-6637	ORDER	PROCEEDING COMMENCED AT: St. Catharines	ONTARIO SUPERIOR COURT OF JUSTICE	Court File No. 55837/15  The Queen in Right of the Province of Ontario, etc.  Respondents

Exhibit M to the Affidavit of Harold Hyde sworn the 17th day of May, 2023

Court File No. CV-22-00060970-0000

### ONTARIO SUPERIOR COURT OF JUSTICE

THE HONOURABLE MR.	)	TUESDAY, THE 2ND DAY OF
JUSTICE M. D. PARAYESKI	)	MAY, 2023

BETWEEN:



KELLY ANN STAPLES and MARK STEPHEN STAPLES

Applicants

- and -

HIS MAJESTY THE KING IN RIGHT OF ONTARIO, as represented by the Ministry of Natural Resources and Forestry, BANK OF MONTREAL and THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN

Respondents

IN THE MATTER OF the Beds of Navigable Waters Act, R.S.O. 1990 c.B.4;

And in the matter of the lands legally described as Part of Lot 4, Range 2, Former Township of South Grimsby as in RO709924; Township of West Lincoln, being PIN 46056-0370 (LT);

### ORDER

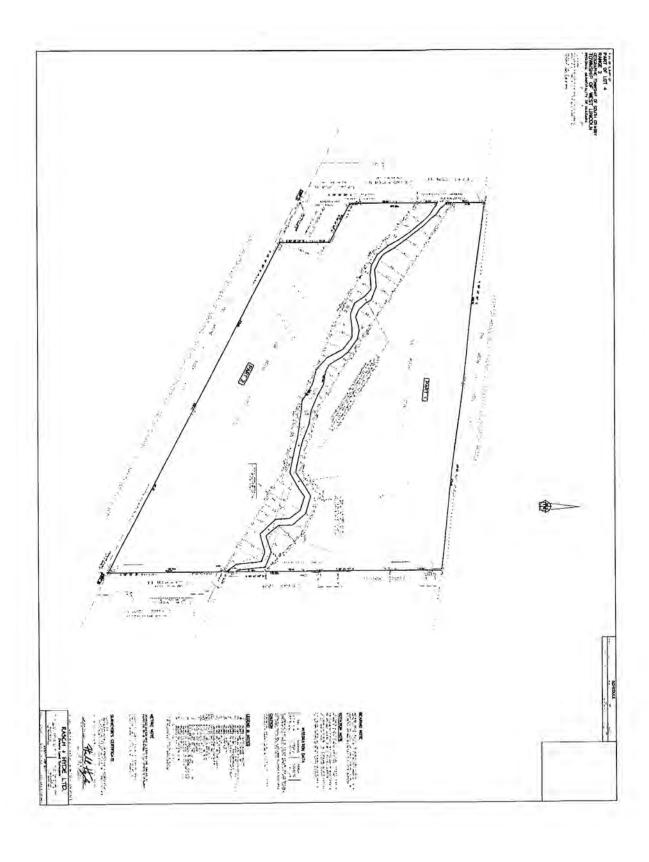
THIS APPLICATION made by the Applicants for an Order declaring that the North Creek as it passes through the property of the Applicants legally described as Part of Lot 4, Range 2, Former Township of South Grimsby as in RO709924; Township of West Lincoln, being PIN 46056-0370 (LT), was navigable within the meaning of the *Beds of Navigable Waters Act*, R.S.O. 1990, c.B.4, at the time of the original Crown grant; was heard this day at the Courthouse, 59 Church Street, St. Catharines, Ontario.

ON READING the Application Record of the Applicants, the Supplemental Affidavit of Harold Hyde, and the Consent filed,

- 1. THIS COURT ORDERS AND DECLARES that the North Creek as it passes through the property of the Applicants, Kelly Ann Staples and Mark Stephen Staples, legally described as Part of Lot 4, Range 2, Former Township of South Grimsby as in RO709924; Township of West Lincoln, being PIN 46056-0370 (LT), was navigable within the meaning of the *Beds of Navigable Waters Act*, R.S.O. 1990, c.B.4, at the time of the original Crown grant.
- 2. THIS COURT ORDERS AND DECLARES that His Majesty the King in Right of Ontario, as represented by the Ministry of Natural Resources and Forestry, has title of those lands which lie below the water's edge at the original location of said North Creek as it passes through the said lands of the Applicants, being as shown in a draft reference plan of Rasch & Hyde Ltd. dated February 16, 2023 and attached to this Order.
- 3. THIS COURT ORDERS that the draft reference plan of Rasch & Hyde Ltd. dated February 16, 2023, as attached to this Order, be deposited as a reference plan in the Land Registry Office for the Registry Division of Niagara North (No. 30).
- 4. THIS COURT ORDERS that this Application, as it relates to the claims of the Applicants set out in paragraph 1(d) and 1(e) of the Application, is discontinued by the Applicants, on a without prejudice basis.
- 5. THIS COURT ORDERS that the name of the Respondent, identified in the Notice of Application as "Her Majesty the Queen in Right of Ontario, as represented by the Ministry of Northern Development, Mines, Natural Resources and Forestry" be amended to "His Majesty the King in Right of Ontario, as represented by the Ministry of Natural Resources and Forestry".

6. THIS COURT ORDERS that there shall be no costs of this Application.

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Respondents		Applicants
As represented by the Ministry of Natural Resources and Forestry, et. a	-and-	KELLY ANN STAPLES and MARK STEPHEN STAPLES

# ONTARIO SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT:

ST. CATHARINES

### ORDER

# HEDLEY, McLACHLIN & ATTEMA

Barristers and Solicitors
311 Broad Street East
Dunnville, Ontario
N1A 1G4
Michael J. McLachlin
Tel # (905) 774-9988
Fax # (905) 774-6637

Solicitor for the Applicants

Exhibit N to the Affidavit of Harold Hyde sworn the 17th day of May, 2023

VIII

This fine Township requires our partioular attention. It is the north-western township of the county, bounded on the east by the township of Clinton, on the south by Gainsborrough and Caistor, on the west by Einbrook and Saltfaes, and on the north by Lake Ontario, and contains upwards of 38.000 acres. north by Lake Ontario, and contains upwards of 38.000 acres. north by Lake Ontario, and contains upwards of 38.000 acres. the Indian name being "Knuchdau," meaning "Losa River," the Indian and white huntors having in days of yore often reboth Indian and white huntors having in days of yore often reboth Indian and white huntors having in days of yore often reboth Indian and white huntors having in days of yore often reboth Indian and white huntors having in days of yore often reboth Indian and white huntors having in days of yore often reboth India and white huntors having in days of yore often reboth Indian and white huntors having having the stream, plenished their magazines with this metal along the stream, plenished their miles through a post of rimsby about five miles through the township, passing out of Grimsby and Caistor for nearly five miles, after which it passes about five miles through a portion of James Alli, Eaq.; also, north creek runs through a portion of James Alli, Eaq.; also, north creek runs through a portion of James Alli, Eaq.; also, north creek runs through a portion of the two branches so united is Beamer's saw mill at the place or which rises in the bownship of Saltfeet, runs easterly to err which rises in the bownship of Saltfeet, runs easterly to err which rises on the tabout 1800). After watering the village of having been built about 1800). After watering the village of having been built about 1800). After watering the village of from one to two miles iron the lake. This belt of land forms a from one to two miles iron the lake. This belt of land forms a gradual along from the base of the mountain to the lake; ralong in the sum water and the lake. In the water of which is southerly into

were deer, moose, indees, lynx and squirrls, black, red, grey samy volves, bears, foxes, lynx and squirrls, black, red, grey samy wand the flying squirrel, and along the streams, the otter, mink and muskrate. There are good fishing grounds at the mouth of the 40 mile creek.

In 1780, Henry Nelles and two of his sons from Palestine on the Mohawk River, N. Y., journeying from Fort Ningara, (then the Mohawk River, N. Y., journeying from Fort Ningara, (then the Mohawk River, N. Y., journeying from Fort Ningara, (then the Mohawk River, N. Y., journeying from Fort Ningara, (then he he for a home, stopping over night at the mouth of the 40 place for a home, stopping over night at the mouth of the 40 place for a home, stopping over night at the mouth of the 40 place for a home, stopping over night at the mouth of the 40 place for a home, stopping over night at the mouth of the 40 place for a home, stopping over north and son ever where the village of York now stands. The excellent quality of the the village of York now stands. The excellent quality of the the village of York now stands. The excellent quality of the the village of York now stands. The excellent quality of the the village of York now stands. The excellent quality of the the village of York now stands. The excellent quality of the the village of York now stands. The excellent quality of the the village of York now stands. The excellent quality of the the village of York now stands. The excellent quality of the the village of York now stands and place and the very inviting, while south portions of this township make it very inviting, while south portions of this township make it very inviting, while stands and son commenced building both a grist mill and saw on 1.132, John Greene, from New Jersey, settled on lot No. 10, 10, 10, 11, 11783, his brother Abraham (afterwall places of York now and except the part and the york now and except the part and the york now and except doubt their heads. Their clothes were in a few minutes frozen about their heads. Their

From 1784 to 1790, several Loyalists such as Andrew Petitt, sometimes called Judge Petitt, and others of the Petitt family, Smith, Walker, Nixon and others, settled along between the mountain and the lake.

mountain and the lake.

In 1787, Richard Griffin, with a family of seven ages and four daughters, from what was then called Rine Partners, N. Y., settled on the Jordan, (26 mile crock) now Smithville. Before temoving the whole family to the new home, they encamped at the mouth of the stream for a few weeks, while Abraham and Edward, two of the slor sons, followed the stream on Monday to their lands, where working to clear the ground and erect

dwellings until Saturday returned to the encampment by the same crooked route. Soon however the whole family moved into their new mansion in the forest, each son and daughter almost immediately selected lots for themselves, settled in life and soon began amongst other duties to replenish the earth. Gharles Mereidth, Thomas Harris, Thomas North, and Lieutenent floorce, began their improvements soon after, Robert Louastury, Dr. Utter, John Beamer, Solomon Hill, Win. Lewrence, John Beamer, from N. Jersey; Pater Bronslaugh, from Virginia; D. Palmer, and others, including the Morritts, from Katskill, in what is known as the "Merrittsettlement," and some of the McCollums, John Harris, Win. and Thomas Bridgman, along the 20 mile creek. William Walker, from Virginia, obtained lots 1 and 8 in the 5th concession, and 11, 13, 14, 15, 16 and 17 in the 7th concession, his son Ralph, one of the hardy pioneers, settled on the mountain on lot 16, when the rosa up the mountain was only a zigzzeg path; up this path he drove his oxen singly while he carried the yoke and chains; he also carried on his back up the same steep accent, his provisions, furniture, seed grain, plough, harrow and farm implements of that day.

It is related that two children of the Pettitt family (lately

carried on his back up the same steep ascent, his provisions, furniture, seed grain, plough, harrow and farm implements of that day.

It is related that two children of the Pettitt family (lately deceased) were brought from New Jersey to Grimsby, one in a basket each side of the horse on which the mother also rode. The Muir's and some other families settled in what is now the Muir's settlement, in 1815. The Coons, Halsteads, called the Muir's settlement, in 1815. The Coons, Halsteads, Buckbees, St. Johns, and others settled in the south-west part in the 6th and 9th concessions in 1825.

Among other early settlers were Lewis, Wison, Wilcox, Awnong other early settlers were Lewis, Wison, Bell; McWoolverton, Hickson, Lawrence, Minime, Kitchen, Bell; McWoolverton, Hickson, Lawrence, Minime, Kitchen, Bell; McTerryburry is said to be the father of twenty-fire haltly children, none of them twins or triplets.

The first mills, as already stated, were built at Grimsby by John Green. The next grist and saw mills, built by Nathaniel Griffin, in 1794, on the 30 mile creek. The next in order of time were built in 1816 by Smith Griffin, on the Jordan, (or 20) Smithville. Smith Griffin was the first merchant in Smithville, and during the war of 1812-16, brought all his goods from Montral by sleighing, the distance being, as the reads then were, nearly 500 miles. Henry Nelles and William Crooks, were both in the mercantile business in Grimsby village before the war.

were, nearly too mines. Henry Relies and William Crooks, were both in the mercantile business in Grimsby village before the war.

The first regular religious service in the township was the Church of England, preformed by Judge Pettitt, in 1787, in his own and occasionally in his neighbors houses, until the building of the log church in 1794, where the stone church now stands on lot No. 11—built in 1812. The second church (Methodist) was built in 1802, on the mountain, 30 mile creek, firstresident Methodist minister Rev. Elijah Warren, at Smithville, 1818. The third church (Methodist), built at Smithville in 1831, where the present brick church now stands. First resident church to fingland minister, Rev. Wn. Sampson, at Grimsby, in 1827; of Niggara, made pastoral visits to Grimsby. Rev. D. W. Of Niggara, made pastoral visits to Grimsby. Rev. D. W. Eastman, (Presbyterian) in 1816, the first resident minister in the Township. The first school house made of logs in 1794, a little east of the village of Grimsby. The same year another school house erected at 30 mile creek, teacher John French; in 1795 another was built at Smithville. In 1818, one built in the Merritt settlement. In 1817, another school house built at Woolvetons, and another on the mountain near Bonalaugh's in 1810. The first white child born in Grimsby was the late William Nixon, Esq., in 1793.

Grimsby has now (including two villages) 14 public schools, two high schools, generally 2 or 3 private schools, 5 Methodist churches, 2 M. E. churches, 2 Roman Catholic, 1 Church of England, 1 Presbyterian, 1 Baptist, 1 Universalist, 1 Disciple, and 1 Union. This Township has expended large sums for improvement of the reads, having sixteen miles of macadamized road.

It may also boast of producing as many public men as any new lawer of the sum of the content of the reads, having sixteen miles of macadamized road.

provement of the roads, having sixteen miles of macadamized road.

It may also boast of producing as many public men as any rural municipality of its size, which may be put down as follows, viz: six members of Parliment, one Legislative Councillor, twenty ministers of the Gospel, eleven doctors, eight surveyors and engineers, six artists, one portrai tpainter and entomologist and engineers, six artists, one portrai tpainter and entomologist Grimsby furnished a member (Mr. Pettit) to the first. Grimsby furnished a member (Mr. Pettit) to the first. Grimsby furnished a member (Mr. Yettit) to the first. Grimsby furnished a member (Mr. Yettit) to the first. Smithville, formerly from Coeymans, N. Y., (a very clever speaker,) and Colonel Robert Nelles, were elected above seven other candidates. Election was held four days; each candidate was required to pay a guines each morning, at the opening of the polls. Some years afterwards, two other citizens, viz., William Crooks and Dennis Woolverton, were successively members of parliament. In 1830, Abraham Nelles, Esq. was called to the Legislative Council.

His Excellency, Governor Simcoe, predicted that the village

Was caused to the Legislative Council.

His Excellency, Governor Simose, predicted that the village of Grimsby, would, in a few years from the period of his administration, become a county town, as it had great natural dyantages.

Most unfortunately, the predictions of his Excellency and the expectations of others, have not been re-

alized.

Grimaby village is beautifully situated between the Mountain and the Latte, having a delightfully romantic appearance, containing about six handsed inhabitants. Has & charches containing about six handsed inhabitants. Has & charches to containing about six handsed inhabitants. Roman Catholic, and Baplist. Four resident ministers, three doctors, two surveyors, one conveyancer, one bigh school, one public school, one, one of conveyancer, containing nearly 1,000 volumes, one Grange, one ledge of Guod Tamplaus, a public buil, two tavants, one breweey, one fruit canning factory, two saw mills two grist mills, one foundry and machine works. Three many

chant shops, two butch boot and shoe shops, two carriage makers, W. Railway, and a digram inexhaustible question that the party sthanted on the

antly situated on t tants, and is surrou horioultural country dist. Roiscopal Med dist. Episcopal Med Disciple; a high so public school, two a mechanics' institu a mechanics martin chants and general druggists and static shoes and clothing mill, one carding mill and shingle find for the carding and shingle for factories, one pot machine works, t machine works, t shops, two coops tailors, two doctor one cabinet and u two painters, one to one baker and con-in honor of Smith whom the County

> Is the extre contains 32,739 c Chippawa or We Oresk or River boundry. The chiefly clay-pine, ash, beech moose, bears,

squirrels, otter The first se mond," who in in the wilds o near the bank and kill his gr and cleared so to Henry De descendants ( Township, ob of Henry, wa in attending the Governm 1794-5-6 fou Mathew Lym

settled. In 1817 the viz, Joseph Lymburner, son, Elliot, John Tice B. Smith, Joseph Gall children, no Ryan Ryan posses some of the Once who

during the with the A yelled, Yan Ryan. Bu disarmed, to surrend his promis superinten-ing the wa all remove after Rya-

Sentence which was at the tri acquittal.
John Ly: Con. 2, on The fire No. 2 Con

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wool.

wooden pitchforks; many of them made their own boots and shoes; and some tanned their own feather. Matrons as well as maidens, would walk ten or twelve miles, with a pail of butter on each arm, to Griffin's store, and return in time to milk their cows.

Law and law suits were very little known in those days; like the Israilites, at a costain period of their history, "every man did what was right in his own eyes;" and to the honor of those noble pioneers, it can be said, they seldem did wrong.

wrong.
Chistor has now a population of 2,327, and her assessed value of property is \$390,000. She has 9 oburches, 9 public schools, 5 saw mills and one grist mill.

### GAINSBOROUGH.

GAINSPORCUGH.

Is bounded on the south by the river Welland; on the west, by the Township of Caistor; on the north, by the Townships of Grimsby and Clinton; and on the east, by Pelham; and contains 38,451 acres. The land is, as a whole gently rolling; along the large streams, quits rolling, and in the centre, more lovel. Several small streams, the largest, the Big Benver, empty into the Welland River, on the south; and North's Creek coupties into the 20 Mile Creek, on the north. The 13 Mile Creek cans through two thirds of the Township. The 20 Mile Creek cans on lot No. 30, on the north side, running eastwardly some soven miles, where it runs into the Township of Clinton. The soil is generally alay, and clay learn; along the Welland and the 20 Mile Creeks, the flats are a rich alluvial. It has been a well timbered township; mostly pine with a large proportion of oak, beech, maple, basewood, ash, elm, blekery and ironwood. The wild animals, the same as in Caistor and other adjoining Townships. The Welland or "Chippawa" (People without moccasine) is deep, and on, a level with the waters of the Ningara River at its mouth; for when the westery without moccasine) is deep, and on, a level with the waters of Magara, the waters of Lake Eric sufficient to swell the waters of Ningara, the waters of the Welland flow up stream sometimes for several hours, the distance of thirty miles, and rasing the stream from one to two feet high. Immense quantities of timber are floated down this stream from Cristor, and other places annually. Steam tugboals go nearly as far up the stream as the western boundry of the Township, generally understood as the "Deep Water" termina tion.

The first settlers were along the Welland, on the south

tor, and other places annually. Steam tugboats go nearly as far up the stream as the western boundry of the Township, geocrally understood as the "Deep Water" termina tion.

The first settlers were along the Welland, on the south side, and along the 20 or Jordan on the north. Among the former, were John Dochstader, in 1782, at the south-west angle of the Township; and who was soon followed by the Hodges, Dils, McDowell, John Barker, Philip Henry, the Robins, Heasilps and others; extending down the river, along the broken front, and in the first and second concessions, Jacob Vaughn and others, in 1795 to 1800.

Most of the first settlers passed to their new homes in cances from the mouth of the Welland at Niagara River; it was the best highway in summer in cances and boats, and in winter with sleighs on the ice.

The first school house in this part of the Township, was built at Wm. Dils' lane, about one mile west of the village of Wellandport; and the first teacher—Wilson alies "Nappertandy." The first church in 1835, on to No. 2, Con. 1, sometimes known as the "Log Jail": a second church at Heasilps's in 1835, both Methodist. And the first mill in 1816, at what was then called the Narrows (now village of Wellandport,) so named from the narrow strip or ridge of land, only a few rods wide, where the Big Beaver creek narrowly escaped uniting with the Welland, but was compelled to run nearly two miles further before doing it. The Big Beaver was dammed, and a cut or race made through the narrow ridge, where the mill was crected, discharged the water from the mill wheel into the Welland. The Mill is no longer standing, and the waters of Big Beaver Creek run as before the mill was built.

In the north part of the Township, the Snyders, Deans, Felkers, Roys, Roxells, John Wrong, Johnsons, Robt. Comfort, Lanes, Gee, Kennedys, Clendening and others, some from New Jersey, others from New Jersey, others from He will have into the Welland. The north part of the Township, was of lot No. 23, con 6, and for many years the plac

mile distant; and the uprecopal methodist is the one, on lot No. 11.

In 1788-9, occurred a scarcity of provisions, (at the end of the three years that Government furnished the estitlers,) known as the "Hungry year." The cry for "bread! bread!" could not be met; great suffering prevailed throughout the

country, many people were compelled to live on roots, the bads and bark of trees, and occasionally game; but ammi-nition was very scarce, and money to buy it still more

country, many people were compelled to live on roots, the buds and bark of frees, and oscasionally game; but amminition was very scarce, and money to bay it still more so.

In 1796, a sweeping Tornado, generally known as The Hurricane, passed through the entire length of the Province, and in the northern parts of Caistor, Gainsborough and Polham, mowed a swarth of timber from one and a half to two miles wide. In those days, the inhabitants had some times their own mills; perhaps a stump or blook of wood so hollowed out that the grain was pounded in it sufficiently to make "borning" or "mush," hence they were called "horning blooks." Sometimes the exploring settler would run through the forest, until he found some favorite spot for his future home; some of them before chain or compass had entered the Township. Two of the adventurous pionsers Peter Dila and John Mittoner, came from Buffalo to the mouth of the Chippawa, traversed the country from the mouth of the Weiland to its source; thence somth to the Grand River, thence down the rivor to its north at take Erie; thorne down to Ningara; and thence to the north of the Weiland; and thence up the stream, to those fortile lands in Gainsborough; where they selected their respective homes, on the banks of this beautiful stream, "The Welland"

Mention should be made that the centre part of the Township was considered very interior to the lands on either the south or north border, so made so that the remark was often made, that some of the lands "were not worth the taxes." Upwards of forty years ago, a man named Sunday and other Germans, began to settle on those lands; and now here are some of the best farms and fermers in the Township. The Township has eleven schools, and twelve churches, vis. 2 Presbyterian, 2 United Brotten, 3 Episcopai Methodiat, 1 Evangelist, and 4 Methodiat: has produced 11 ministers of the Gospel, 7 doctors, and 3 surgeons. Some of her clitzees attained great longevity; the most remarkable was a worthy man named Dyer, who, report says, was 107 y

The village of St. Anns contains about 150 inhabitants; two merchant alope, saw mill, grist mill, tavern, wagon makers alop, 2 blacksmith shops, tannery, ohurch, a brist class school house and un ordage hall.

The village of Wellandport, six miles from St. Anns, contains about 200 inhabitants. Three hotels, two merchant shops, one harness maker, one blacksmith, two physicians, one drug store, two churches, one saw mill, and several mechanics shops, one agricultural hall and grounds, where the County fairs are annually held. The village is landsomely situated, on the north branch of the Welland, near the centre of the County, and surrounded by a good agricultural country. The inhabitants expect their village to become the County Town of the County of Monk.

### THE TOWNSHIP OF HUMBERSTONE.

The Township of Humberstone is about 7½ miles long and 6 miles wide, and contains about 32,000 acres.

It was first settled in the year 1786, when land in the township was selling at ten couts per acre. In 1817 it contained 75 inbabited houses, one grist and one saw mill; and land had risen in value to 2½ dollars per acre. In 1850, it contained 279 inhabited houses, I grist mill, 3 saw mills, I foundry, 2 churches, and 8 public schools; and the population amounted to 2,377. The population now (1875,) amounts to 3,200, exclusive of Port Colborne which became an incorporated village in 1870 and contains about 1,200 inhabitants.

Caltivated farm land in the Township is now worth from 40 to 60 dollars per acre. The greater portion of the soil is loam.

loam,
The Welland Canal, projected in the year 1818, by the late Ilon. William H. Merritt, and commenced in 1824, is cut through the western portion of the township; and the villages of Petersburg and Port Colborne are situated on it.
Port Colborne contains 4 churches, I public school, 1 R. C. separate school, a village hall, 1 grist mill, 1 saw mill, 3 planing mills and sash and door factories, a branch of the Imperial Bank, Montreal and Dominion telegraph offices, and an extensive grain clevator, belonging to the Welland Railway Company, capable of transforring 45,000 bushels of grain per hour from vessels to cars.

sive grain cievator, belonging to the Welland Railway Company, capable of transferring 45,000 bushels of grain per hour
from vessels to cars.

Port Colborne is the southern terminus of the Welland Railway, and it is an important station on the Buffalo and Goderich
Division of the Grand Trunk Railway.

Peteraburg or Humberstone, sometimes called Stone Bridge,
(the Post Office is called Humberstone) is about one thile
north of Port Colborne. It contains a churches, I public school,
i Intheran school, a township hall, a temperance hall, i
machine shop, and desix and sont factory, 2 cabinet shops, 8
wagon and carriage factories, 1 shingle factory and planing
mill, etc. It is a stution on the Welland Railway, and is about
7 miles diatant from Welland, the County Town, and about 22
miles from St. Catherines. The population is about 700.

About 4 mile west of the village is a Mennonite church, and
about 4 miles cast of the village is a Lutheran church and
school. In the eastern-part of the township there is also a
grist and saw mill.

The Loop Line of the through the northern portion aution of this railway in the which is about 5 miles north. The Canada Southern Rail sastern portion of the tewnal The north-western portion lower than the remaining marsh lands which yield larg canaberries.

marsh lands which yield largeranberries.
The township contains fro lands, of which 800 or 800 siderable quantities of peas Ontario Pent Company. We canni is accomplished, as it will be very easy to drain the no doubt, become very valued.
The greater portion of the southern portion of the town

The greater portion of the southern portion of the town row of hills, the principal of singular conical-shaped hill the township-lice between I was formerly and is still a pleasure parties.

CET

This good, if not the box Niagara Peninsala is bounded Iooth, and a small part of Pel ough, on the west by Grimsby tario, and eventain submit of Pel ough, on the west by Grimsby tario, and eventains alone 25,60 or River Jordan, runs through Dean's gelat and saw mills, our rises in Grimbey, and running to the Twenty on lot No.5.Com Mile Greek, Ioinilde Creek, Ret stroams full into the Luke. The general face of the town moderatoly rolling, except Mo or less billy and irregular, our prestiptious for calification. "I yet variable, being composed the and clay; a large portion of the a limestone base. The whole tive being well adapted, to ag the base of the mountain some the village of Beamsville is the vice spring," where ice is four summer, but none in the winte Mile Creek were once worked abandoned since the War. A less township about 3 miles from Si years ago, (the Government dellars to assist it) but the met abandoned since the War. A leave township about 8 miles from Si years ago, (the Government dollars to assist it,) but the met quantities to be remunerative. Level, principally with oak ain such as beech, maple, olm, as some parts black walnut; I native fruits are grapes, crab a currant, goosebarry, raspberry in abundance. The wild anin raccoons, bears, wolves, foxes, and all the varieties of squirrels otter, mink, and muskrat. One liam Walker a Loyalist from Vi and four daughters came to the wildest state. All his sone externither west. About the same Henry's Tuffords, Culps, Konkle Marlett, Clouse, Zimmerman, House, Hawn, and others, all in mountain, commencing in 17684 were the Books, Toeter, Lind Dawdy, Hitchcock, Bartram, E. N. York and N. Jersey. In 179 Mayers, who in 1800-1-2—and by the Grobbs, Hipples, Husn, Germans from Bucks Co, Penns The first griet mill was build in the or the property of the grape will approximate the property of the graphs.

The first grist mill was built in where Dean's mills now stand; con. 8, with saw and griss mill.
on Mud Creek where Huntsm
after J. Book built a saw mill on
con. 9 and the following year I
on lot No. 20, higher up the sam
built a grist mill alongelde of it.

The first School house, used all built in 1730 where Beamsville a nother in the Henry neighborho Crock estilement on lot No. 18, c McLeans near where the preepin The first church built in 1776 !

The first church built in 1776 I the village of Beamwille (Former The Mannonites built a church of First resident minister flev. Wn preaching in the township was being 1782-3, on to 16 broken front ag The place where the house then a the Lake, so grout has been the or

Exhibit O to the Affidavit of Harold Hyde sworn the 17th day of May, 2023

Attachment No. 1 to PD-38-2023

### PROVINCE OF UPPER-CANADA. 131 Hunten Algar

GEORGE the THIRD by the grace of GOD of the United Kingdom of Great-Britain and Ireland, King, Defender of the Faith.

To all to whom these Presents shall come. - GREETING.

	TOO OF UT DISTORD ALLESS BETT	THE SHOP STORY	
Know De, that we of our	fpecial grace, certain knowledge, and m	ere motion have Given and Granted,	and by these presents DO GIVE and GRANT unto
Welliam Chowith of	The Town of York is	the founty of Joth	in the Some Destrock Praire
heirs and affigns for ever; ALL th	ast parcel or track of land fituate A	the Soundary of Grown	they in the founty of Landon in
the District of May	ana -		
			in our faid Province, containing by admeasurement
Two Aunaua	Some to the came m	on a les being Lo	freek in the said Founty
Second Range of	the Gou, South of	the Twenty mile	freely on the vaid country
A Grimille	,	ě.	
60			

together with all the Woods and Waters thereon lying, and being under the refervations, limitations and conditions herein after expressed; which faid Trov Hundel

How of Land are A the said Let. The South Swing five Chains Stateen links more or lip, to the allowance In Ross between the Sound hope of Grinsby and baiston Then North Sety Two Degrees Thorty aleinates west Thirty Chains more or life to the Simil between Lot Normber Two and The The North Seventy for Chains chatter Links more or left to the abourance for Moad in front of the said Second Change Then South Listy Two Degrees Thirty minutes East Thaty Chains mow or life to the place of beginning

the faid William Cheweth TO HAVE AND TO HOLD the faid parcel or trad of land hereby given and granted to him heirs and affigns for ever; faving neverthelels to us, our heirs and successors, all mines of Gold, Silver, Copper, Tin, Lead, Iron and Coal that shall or may be hereafter found on any part of the said parcel or tract of land hereby given and granted as aforesaid; and saving, and reserving to us, our heirs and fuccessors, all white Pine Trees that shall, or may now, or hereaster grow or be growing, on any part of the said parcel or track of land hereby granted as aforesaid.

Provided always, that no part of the parcel or tract of land hereby given and granted to the faid Welliam. Chewillheirs, be within any refervation heretofore made, and marked for us, our heirs and fuccessors, by our Surveyor-General of Woods, or his lawful Deputy; in which case, this our Grant for such part of the land hereby given and granted to the faid William

he heirs for ever as aforefaid and which shall upon a survey thereof being made, be found within any such reservation, shall be null and vo. J, and of none effect, any thing herein contained to the contrary notwithstanding. heirs or affigns; shall and do within three years erect and build, or cause to be erected and built, in and upon some part of the said parcel or tract of land a good and sufficient dwelling bouse ( he the said Melliam Chewest his affigns not having built, or not being in his or their own right lawfully possessed of an house in our said Province) and be therein, or cause some person to

be therein relident for and during the space of one year, thence next ensuing the building of the same.

Provided alfo, that if at any time or times hereafter, the land fo hereby given and granted to the faid William Chewith and her beirs, shall come into the possession and tenure of any person or persons whomsoever, either by virtue of any deed

### Attachment No. 1 to PD-38-2023

of fale, conveyance, enfcoffment or exchange, or by gift, inheritance, defent, devide or merriage, such person or persons shall wishin twelve months next 4867 his, her, or their entry in to, and possession of the lame, take the oaths prescribed by law, before some one of the Magistrates of our faid Province; and a certificate of such oaths having been so taken shall cause to be recorded in the Secretary's Office of the faid Province.

been to taken that caute to defend the conditions, limitations and reftrictions, this faid Grant, and every thing herein contained, shall be, and we hereby declare the same to be sull and void, to all intents and purposes whatsoever, and the land hereby granted, and every part and parcel thereof, shall revert to, and become vested in us, our heirs and successors in like manner as if the same had never been granted; any thing herein contained to the contrary in any wise notwithstanding.

AND WHEREAS, by an act of the Patliament of Great-Britain, passed in the thirty-sirst year of his Majesty's reign, entitled, "An Act to repeal certain parts of an act passed in the Fourteenth year of his Majesty's reign, entitled, "An act for making more effectual provision for the Government of the Province of Quebec, in North-America, and to make further provision for the Government of the said Province," it is declared, "That no grant est-lands hereafter made shall be valid or effectual unless the fame shall contain a specification of the lands to be allotted and appropriated solely to the maintenance of a protestant clergy within the said Province," in respect of the lands to be thereby granted; Now know ye, that we have caused an allotment, or appropriation of

To be made in a Certain Let Numbered Sea of the Hergel Lands for the founds of Lincole situate and being in a Certain Reserved Block in the war of the Found the Standar

She dall copy

GIVEN under the Great Scal of our Province of Upper-Canada: WITNESS our truly and well-beloved Peter Stantor Esquera our Lentinant Governor of our soil Browness and Lentinant Beneral Communicating our Borness in our Province of Upper this Vineteenth day of Africa in the year of our Lord one thousand Eight Granded of five and forty fifth of our reign.

By Command of his Exceedency in Council. Sontoned will the Austin,

Orar in Jounice 15: April 1805 Maron Sell. 11: Ollay 1806

B. S. O. N. 55 J Palint for paid Survey paid.

G O N. 55 under the Regulations of grany 1814

ON SO N. 5673 & & 6: July 1804 —

The lora Fine interline before the Sear of the Brownee afficion

5
HT
File
No.

EVELYN SUSAN DUCK and JEFFREY LAWRENCE DUCK - a Applicants

(Short title of proceeding)

 - and - HIS MAJESTY THE KING IN RIGHT OF ONTARIO, as represented by the Ministry of Natural Resources and Forestry, et al. Respondents

# AFFIDAVIT OF HAROLD HYDE

PROCEEDING COMMENCED AT: St. Catharines

SUPERIOR COURT OF JUSTICE

ONTARIO

## Hedley, McLachlin & Attema

Barristers and Solicitors 311 Broad Street East Dunnville, Ontario N1A 1G4

### Michael J. McLachlin

Tel: (905) 774-9988 Fax: (905) 774-6637 Email: mmclachlin@hedleylaw.com

Solicitor for the Applicants

Court File No. CV-23-000061500-0000

Applicants

EVELYN SUSAN DUCK and JEFFREY LAWRENCE DUCK

 - and - HIS MAJESTY THE KING IN RIGHT OF ONTARIO, as represented by the Ministry of Natural Resources and Forestry, et al. Respondents

# ONTARIO SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT: St. Catharines

### APPLICATION RECORD

## Hedley, McLachlin & Attema

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### Michael J. McLachlin

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