

THE ONTARIO CHURCH PROPERTY COMMISSION

JOHN S. FALCONBRIDGE, ESQ. K. C.)	
Chairman)	
)	TUESDAY THE FOURTH
William H. Wardrope, Esq. K. C.)	
Commissioner)	DAY OF MAY 1926
)	
Richard S. Cassels, Esq. K. C.)	
Commissioner)	

In the matter of the United Church of Canada Act, being chapter 125 of the Statutes of Ontario, 1925, and
In the matter of the application of The minorities of the congregations of **Claude Presbyterian Church**, Cheltenham Presbyterian Church and Mayfield Presbyterian Church, **all now congregations Of the United Church of Canada** of the Township of Chinguacousy in the County Of Peel and Province of Ontario under The provisions of section 9 subsection (f) of the said Act.

The above mentioned application having come on for hearing at Orangeville the 24th day of October 1925 in presence of counsel for all parties and it appearing that the lands and premises hereinafter described were, prior to the coming into force of the said Act, held by Trustees in trust for **Claude Presbyterian Church** in the Township of Chinguacousy in the County of Peel, upon hearing read the said application and hearing the evidence adduced and what was alleged by counsel aforesaid, it having been directed that this application should stand over for judgment and the same coming on this day for judgment.

IT IS HEREBY ORDERED that the following lands and premises, namely, (1) those mentioned in that certain memorial dated the 2nd day of March 1854 and registered in the Registry Office for the County of Peel in Book No. 36 for Chinguacousy Township on the 2nd day of March 1854 as No. 391, being a memorial of an indenture of bargain and sale made the 9th day of April 1852 by and between George Robinson and Isabella Robinson of the first and second parts and Samuel McBride, Thomas Falconer and Archibald Clark, trustees, of the third part, and described in the said memorial as ALL that parcel and tract of land and premises situate and being composed of eighty feet by fifty feet on the east half of Lot No. 33 in the first concession west of Hurontario Street, in the said Township of Chinguacousy and (2) ALL that parcel or tract of land and premises situate lying and being in the Township of Chinguacousy in the County of Peel, and Province of Ontario, aforesaid, containing by admeasurement sixty feet frontage on Hurontario Street by eighty feet in depth and which said piece of land is butted and bounded as follows, that is to say: being composed of part of the westerly half of Lot Number thirty three in the first concession east of Hurontario Street in the said Township of Chinguacousy and commencing on the limit of Hurontario Street at the distance of twenty four chains and twenty five links, forty five degrees and eleven minutes west from the southerly angle of said half lot, THENCE along Hurontario Street sixty feet, THENCE north easterly at right angles with Hurontario Street eighty feet; THENCE south forty five degrees and Eleven minutes east sixty feet; THENCE south westerly at right angles with Hurontario Street to the place of beginning and (3) ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being

in the Township of Chinguacousy, in the County of Peel, and Province of Ontario, being composed of part of the westerly half of Lot Number thirty three in the first concession east of Hurontario Street in the said Township of Chinguacousy particularly described as follows, that is to say: - COMMENCING on the easterly limit of Hurontario Street at the point at which the southerly limit of said Grantees lands as described in the certain indenture of bargain and sale dated the first day of March 1870 and registered in the Registry Office for the County of Peel, on the twenty first day of March 1870 as Number 569 for the said Township of Chinguacousy intersects said Easterly limit of Hurontario Street; THENCE southerly along said easterly limit of Hurontario Street, twelve feet to a post; THENCE easterly at right angles to the said easterly limit of Hurontario Street one hundred and twelve feet to a post; THENCE northerly parallel with said easterly limit of Hurontario Street seventy eight feet to a post; THENCE westerly in a straight line to the north easterly angle of said Grantees lands, THENCE southerly along the easterly limit of said Grantees lands, sixty six feet more or less to the southerly limit thereof, thence westerly along said southerly limit eighty feet more or less to the place of beginning, be and the same as hereby vested in Archie McColl of the Township of Caledon in the County of Peel, farmer, Hugh Smith of the Township of Chinguacousy in the County of Peel, farmer, and William Thornton of the Township of Chinguacousy in the County of Peel, farmer, and their successors and assigns as trustees for the congregation formed by the above mentioned minorities for all the estate, right, title and interest therein and thereto of the Trustees first mentioned herein and of the United Church of Canada.

Provided, however, that the Claude congregation of the United Church of Canada shall have the right to use for church purposes the church building and sheds upon the above mentioned lands and premises for a period of five years from the date hereof during each Sunday morning from 10 a.m. till 1 p.m. in the months of November, December, January, February, March and April in each year and during each Sunday afternoon from 2 p.m. till 5 p.m. in the months of May, June, July, August, September and October in each year and during each Tuesday and Thursday and during two Saturdays each month and upon Sunday evenings for special services upon the payment of rental of One dollar (\$1.00) per year and one-half the cost of lighting, heating, caretaking and ordinary repairs of and to the said buildings and after the expiration of the said period for such further period and upon such terms as may be agreed upon. The said Claude congregation of the United Church of Canada shall have a period of three weeks from this date to determine whether it wishes to use the said buildings on the terms aforesaid and, should it decide so to do, it may later terminate such use by giving one month's notice in writing to the trustees in whom the said lands are hereby vested or their successors of its intention so to do and from the time of such termination it shall not be responsible for rental or any part of the cost of lighting, heating caretaking and ordinary repairs of and to the said buildings and shall not be responsible for any repairs after the date of such notice.

Signed "*John S. Falconbridge*"

Chairman of the
Ontario Church Property Commission