

SCUGOG MARSHLANDS

CREATION OF THE
SYNDICATE
GAME PRESERVE



BY J. PETER HVIDSTEN

The history of the
Osler's Marsh & Game Preserve,
which is often referred to as
"The "Syndicate,"
was first published in the book,
Scugog: The Early Years.
Since that time additional information
has surfaced, and this document
provides an update to
the original report.

SCUGOG MARSHLANDS

THE SCUGOG GAME PRESERVE COMPANY

A brief history of the marshlands south of Lake Scugog and the Port Perry Causeway which became the private property and hunting preserve for a small group of Toronto men during the 1890s and remains privately owned to this day.



By J. Peter Hvidsten

Canada: Past, Present & Future

Reproduced from the Anglo-American Magazine, 1854

Article: Country Sketches, with drawings

PRINCE ALBERT, which contains about three hundred inhabitants, appears to be a busy little place, being at a sufficient distance from Oshawa and Whitby to enable it to command a tolerable trade of its own. It is pleasantly situated, and will probably in time become a thriving little town. It has been settled about eight years, and contains two tanneries and three asheries, and a Post Office. There is no church at present in the village, but one is now being built by the Methodists.

About one mile from Prince Albert, on the plank road from Whitby to Scugog, (which crosses the Simcoe Street about that distance north from Prince Albert,) is the small settlement called Borelia, which contains about one hundred inhabitants, and from thence to Scugog village (or Port Perry, as it has been recently named) is about half a mile. The village contains about one hundred and fifty inhabitants, and two steam saw, mills.

Lake Scugog or the larger portion of it, as it at present exists, has been artificially made; the formation of the dam at Lindsay, many years ago, raised the water and forced it back over the land, thus flooding a large extent of country. From this cause – the lake has not yet been properly delineated on any map; all maps, hitherto published, having been copied from the original plans of the surveyors.

At the time these townships were surveyed, the whole of what now constitutes the southern portion of Lake Scugog was dry land. The back country being but thinly settled, it was some time before the mischief was discovered, when legal proceedings were instituted by the owners of property, and the dam was ordered to be lowered two feet. This checked the rise of water to some extent, but the mill was required to supply the necessities of the country, and without the dam the mill was useless. The proprietors of the land, therefore, were obliged to put up with the loss.

At the southern extremity of the lake, there is a considerable quantity of marsh but at Port Perry there is a sufficient depth of water to allow for vessels landing at the bank. The Indian name Scugog, or as the Indians pronounce it Scu-a-gog, implies submerged or flooded land.

A steamboat has been lately built at the Port for the traffic of the lake. It is fitted with an engine from the well known factory of Messrs. Gartshore & Co., of Dundas, and makes regular tri-weekly trips from Scugog Village to Lindsay. It is intended, as soon as arrangements can be made, for the vessel to make the trip to the latter village and back daily.

From Prince Albert, the Simcoe road is continued in a northerly direction until it strikes the county boundary, which line it follows for six or seven miles, when it diverges more to the west, and passing through.

Sketches on opposite page —>



Queen Street, Port Perry 1853, looking east toward Lake Scugog with Scugog Island in the background. Stores from left, are: (1) Bigelow's General Store & Post Office; (2) McMichael's General Store; (3) Jones Brother's Grains and Feed; (4) Charles S. Jewett's Boots & Shoes; (5) William White's Planing Mill at the lakefront, and (6) the steamer Woodman tied up at the dock. The building on right side is Mason & Phillip's Hotel, (site of Peter Perry's original store).



This scene of Water Street, Port Perry, shows the large number of mills operating on the Lake Scugog waterfront in 1853. The buildings, numbered from left to right are, (1) Mason and Phillips Hotel; (2) William Sexton's sawmills; (3) William Ross' saw mill (now Birdseye Park); (5) Thomas Paxton's sawmill, (just north of the government docks); and (6) the steamship Woodman.

Wood-engravings, by William Armstrong, were first published in The Anglo-American Magazine, Toronto, January 1954. They were accompanied by the story on the opposite page. The original illustrations were published in black ink. The prints shown above were reproduced in watercolour for a catalogue about 1916.



The village of Port Perry from Scugog Island, sketched by William Armstrong in 1854.

The Scugog Marshlands

Researched and Published by J. Peter Hvidsten

Originally published in "Scugog: The Early Years" - 2001

Updated in August 2017

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Prologue

THE LAKE SCUGOG BASIN, as we see it today, has no resemblance to what it would have looked like before the arrival of the areas first settlers, almost two centuries ago.

And while this book primarily deals with the issues and development of the land and marsh south of the causeway, it's important to understand how that land came to be. To start, the land mass at the southern end of the Scugog Island and Lake Scugog at one time contained thousands of acres of low-lying marsh land, sparsely covered with a growth of tamarack and spruce trees.

Joseph Bigelow, writing about the this expanse of land in a 1906 article for the North Ontario Observer, observed the vista provided, "the appearance of a beautiful grass covered park, the feeding ground of the buck and doe, at times in large numbers, affording meat for the Indians and early settlers."

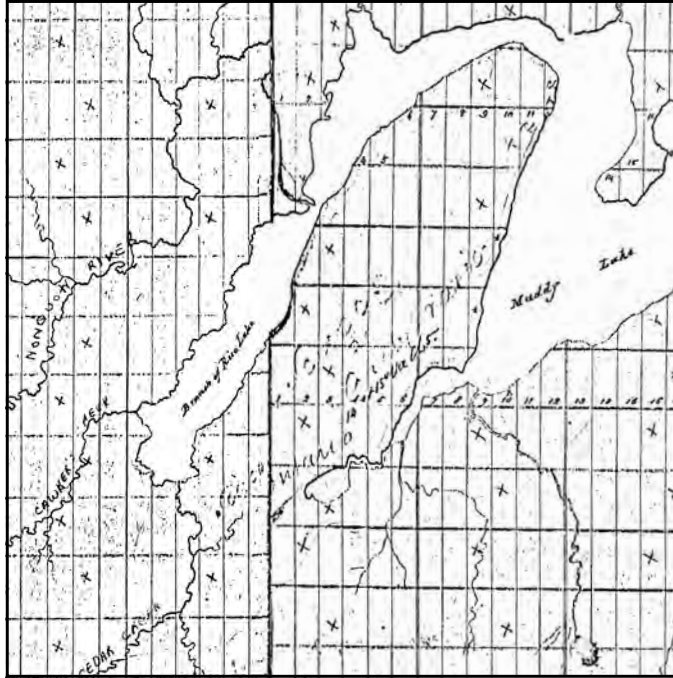
William Purdy's dam of the Scugog River, near Lindsay in 1832 had a dramatic impact upon the entire area. Where once a meandering stream trickled north, the Scugog River became navigable from Lindsay to Lake Scugog water overflowed 1,050 acres land along its 30 mile course. The resulting flooding converted a marshy, tamarack forest near its source into Lake Scugog and the marsh lands south of the present causeway.

While many along the route welcomed the higher water, which opened up the area good mills and a navigable stream in an area lacking both, but there was concern that no effort had been made to calculate the



No one really knows what the Scugog basin looked like before Purdy's Dam in Lindsay was built, but it's fair to say from descriptions from early settlers, it may have looked somewhat similar to the above illustration. The Lake Scugog we know today, simply did not exist. When the first settlers arrived it was no more than a wide marsh between the mainland and Scugog Island with a small stream trickling north through thick growths of marsh grass, rice and tamarak trees.

THE SCUGOG MARSH



*Samuel Wilmot's surveys of Reach Township (1809-1810)
and Cartwright Township (1816).*

effect of the dam, and many lost land or mill privileges because of the drowning.

In 1835 a parliamentary committee appointed Nicol Hugh Baird, an engineer, to report on the impact of the dam and the probable effect of its removal. Baird believed that improved navigation was an asset to the area and would tie into government efforts to create a main canal linking Simcoe and Rice lakes, but maintained that a dam with a 5-foot lift, instead of 12 feet, would be sufficient. This structure would reduce both the size of the flooded area and the stretch of navigable waters, but would still allow ample power for Purdy's mills, which, he claimed, could be more efficient.

Baird appeared confident that a road or railway would be built linking Windsor Harbour (Whitby) and Lake Scugog, that the Trent canal (not completed until 1905) would be developed, and that boats would never require more depth. The government accepted his major recommendation that it build its own dam, with a 5-foot lift, below Purdy's. However, it provided no incentive for Purdy to remove his.

The provincial Board of Works had nearly completed its dam before settling with Purdy and his sons the terms for removing theirs. In December 1843 they were granted £400 plus "the use of all surplus water that would not be needed for navigation" in exchange for relinquishing damage claims and keeping the new dam (completed by the summer of 1844) in repair.

Responsibility for the new dam and management of the mills fell upon two of his eleven children, his sons Hazzard Wilcox and Jesse Thomas, for William had transferred most of his claim to them in 1836 and had no remaining interest after February 1839.

The controversy over the dam remained long after the Purdys had left. William Purdy, in tune with the spirit of material development characteristic of the age and of millers at all times, was frustrated. He had improved navigation and provided adequate mills for an area that otherwise had limited potential. Yet, even though he was probably a reformer, the reformers treated his dam and mill as examples of the excesses of the government, and the government provided only guarded support, choosing to believe that Purdy's difficulties were the result of his building his dam too high.



Application to Parliament

A PPLICATION will be made to the Parliament of Ontario at its next Session for an Act giving to Metcalfe Thwaite, Joseph Fisher Eby and Patrick George Close, all of the city of Toronto, and William Murdock, of the Town of Bowmanville, and such other person or persons as may hereafter be associated with them, power and authority to

CONSTRUCT AN EMBANKMENT OR SOLID ROADWAY

From a point on the

SHORE OF LAKE SCUGOG

At or South of and near to Port Perry in the township of Reach to the opposite shore at some point opposite to the place of commencement in the Township of Scugog - Also to construct a similar Embankment, or Solid Roadway from some point on the shore of the said Lake Scugog south of and near to Caesarea, in the Township of Cartwright, to the opposite shore or some point opposite to the place of commencement in the Township of Scugog.

To drain the part or portion of the said Lake Scugog so to be cut off lying to the south of the said Embankment and to rest all the land reclaimed thereby in the said Metcalfe Thwaite, Joseph Fisher Eby, Patrick George Close and William Murdock, and such other person or persons as may be associated with them, their heirs and assigns forever.

Dated at Bowmanville, this 19th day of November, 1878

ROBERT AMOUR
Solicitor for Applicants.

Advertisement printed in the Ontario Observer, November 1878

The Scugog Marsh & Game Preserve

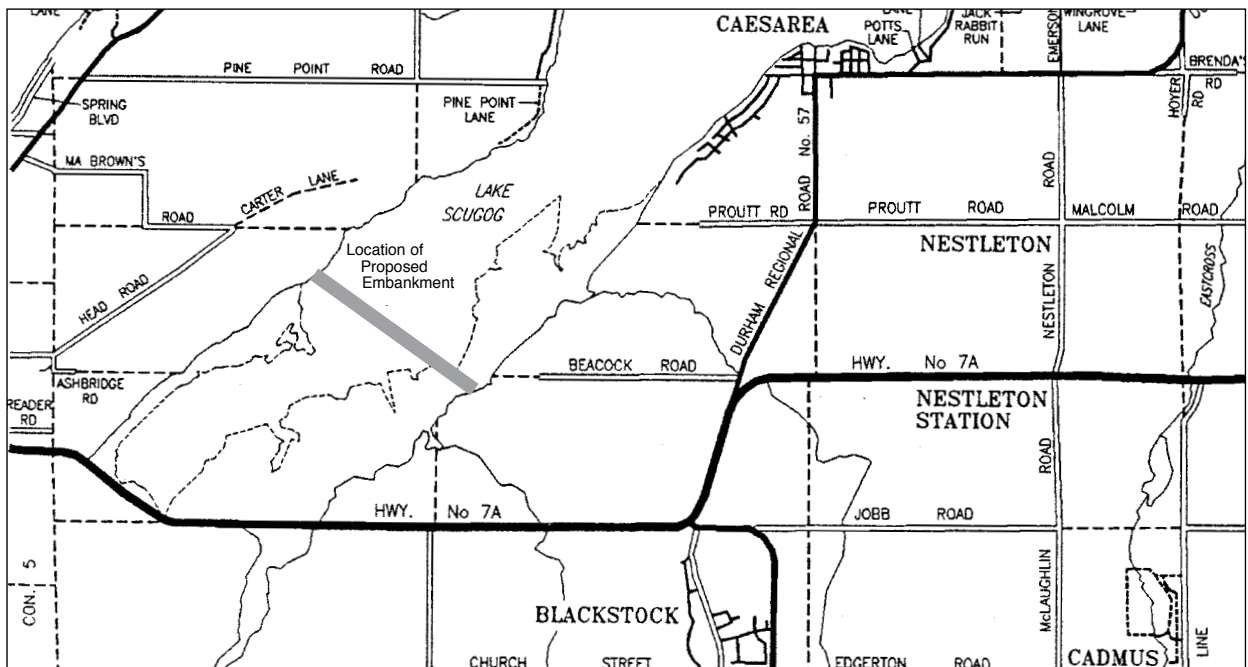
THE LANDS SOUTH of the Port Perry Causeway, which are often referred to as the Scugog Marsh, have long been a mystery to most people living in the Lake Scugog area. Residents who have lived in and around the lake their entire life, admit the owners are very private, and most have little knowledge of it's ownership and use. Today, most refer to this large tract of land and submerged swamp, simply as the Syndicate.

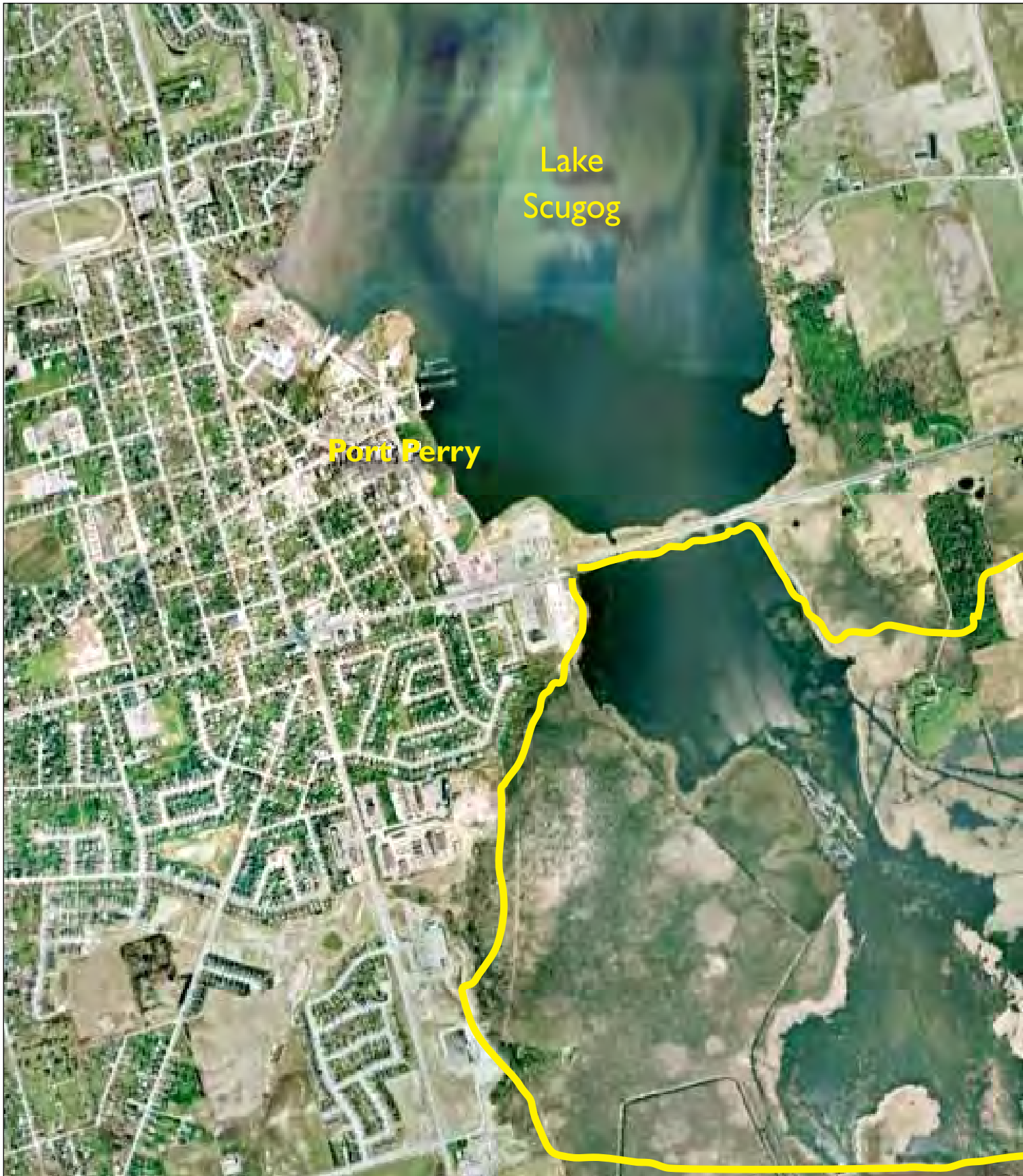
Early newspaper records suggest that the Scugog marshlands were a favourite spot for local sportsmen. In fact up until the 1880s it was one of the most popular spots around Port Perry for hunting, fishing and trapping. In an effort to uncover some of the mystery, we've researched the property, going back to the 1870s, when it first became newsworthy.

During the early part of the century, the land was predominately swamp and marsh, flooded by the construction of the Purdy's Dam in Lindsay in 1830. It wasn't until almost fifty years later the first indications of changes ahead surfaced. In November 1878, an application was made to build an embankment from a point near Port Perry across the lake to Scugog Island, then drain the marsh to reclaim the land. The application made by a group of Toronto men to the Parliament of Ontario, was endorsed by local councils, and on March 11, 1879 the Lake Scugog Marsh Lands Company was formed and the Act became law. Company members included Metcalfe Thwaite, a merchant; Joseph Fisher Eby, merchant; Patrick George Close, Esquire and Robert Armour, Barrister.

LAKE SCUGOG DRAINAGE COMPANY

The Lake Scugog Marsh Lands Drainage Company, was given the power to construct a solid roadway or embankment from any point on the shore of Lake Scugog, not more than one hundred feet north of the present Scugog Bridge leading from the Village of Port Perry to Scugog Island, then easterly or southerly across Scugog Island into the Township of Cartwright. The act also provided for the Company to construct a similar embankment





All the lands within the yellow border, and much more, belong to the Osler's Scugog Marsh & Game Preserve.



THE SCUGOG MARSH

from a point on the shore of Lake Scugog, south or south-west Caesarea to the opposite shore on Scugog Island and to drain all those parts of Lake Scugog and lands lying south of the embankments. When completed all lands drained or reclaimed up to the present high water mark would become the property of the Marsh Lands Drainage Co.

The Company was also instructed to construct a free, public roadway on top of the embankments not less than 16 feet wide, so that wagons and other vehicles could pass safely, and that it must be maintained at that width forever. They would be allowed to cut a drain of sufficient width and depth through the embankment for the purpose of draining the reclaimed area, due to water buildup from natural

creeks or rain fall.

An article in the North Ontario Observer in July 1880 reported that The Scugog Marsh Reclaiming Company was about to proceed with the work on the embankment and that steps were being taken to proceed with the work without delay.

At the same time as the Marsh Reclaiming Co. was preparing to begin work on the embankment, work was underway on completing the final 600 feet of the Scugog Bridge. In an effort to avoid duplicating work, the Marsh Company attempted to take over work on the bridge from the contractor, Mr. Trennam, with plans to build the new part and repair the old in a permanent manner, so as to suit their purpose in the matter of draining the marsh.

NOTICE is hereby given, that within one month after the last publication of this notice, application will be made by the persons hereinafter named to the Lieutenant-Governor in Council for the grant of a Charter of Incorporation by Letters Patent, under the provisions of the "Ontario Joint Stock Companies' Letters Patent Act," chapter one hundred and fifty seven of the Revised Statutes of Ontario, 1887.

1. The name of the Company is to be "The Scugog Game Preserve Company."

2. The objects for which incorporation is sought are, to carry on the business of pursuing, protecting and granting licenses to take game, muskrats, mink and other birds and furbearing animals upon the lands and property which the Company may acquire under the provisions of the said Act and the water covering the same, and generally to do such other acts or things with the said property or with anything which is now, or which may hereafter be grown or found in or upon the same, as may promote the interests of the Company and not being contrary to the laws of this Province.

3. The operations of the Company are to be carried on upon or near Lake Scugog, in the Counties of Ontario and Durham, and the chief place of business of the said Company is to be at Toronto, in the County of York.

4. The amount of capital stock of the Company is to be ten thousand dollars.

5. The number of shares is to be ten, and the amount of each share one thousand dollar.

6. The names in full and the addresses and calling of each of the applicants are as follows :
Henry Smith Osler, Barrister-at-Law, Samuel George Beatty, Publisher, Joseph Kilgour, Manufacturer, Charles Herbert Riggs, Dentist, Frederick Herbert Gooch, Insurance Agent, all of the City of Toronto, in the County of York, and all of whom are also to be the first Directors of the said Company.

McCARTHY, OSLER, HOSKIN & CREELMAN,
Solicitors for the Appellants. 39-4t

Copy of the actual advertisement printed in the Ontario Gazette in September 1890.

The applicants for The Scugog Game Preserve Company

Henry Smith Osler
King's Counsel
Toronto lawyer

Samuel Geo. Beatty
Publisher, Canada
Publishing Company

Joseph Kilgour
President, Canada
Paper Company

Charles Herbert
Riggs
Toronto dentist

Frederick Herbert
Gooch
Insurance Agent



HENRY SMITH OSLER, K.C. - Born in Toronto, Ontario, Nov. 8, 1862, he was the eldest son of Featherston Osler, a justice of the Court of Appeal for Ontario.

His father was one of the famous quartet of brothers, including the late Sir William Osler, M.D., Sir Edmund Osler and B.B. Osler, K.C., considered in his time Canada's greatest criminal lawyer.

H.S. Osler was educated at Dr. Tassie's school at Galt and the University of Toronto. After graduating from the law school at Osgoode Hall, he was called to the bar in 1886 and began practice under his uncle, B. B. Osler.

Mr. Osler was very modest and retiring, avoided publicity, and published little even on the subjects in which he was most interested. He was an expert revolver shot, an excellent billiard player, a lover of horses and dogs and an authority on art. His chief hobby was hunting, and in 1906 he served as Chairman of the Board of Game Commissioners of Ontario. He made several trips to Africa, ascended the Nile and brought back valuable collections, one of which, including a series of 181 Sudanese birds, are now in the Royal Ontario Museum of Zoology.

In 1918 he began banding birds under the American Bird Banding Association and developed original and effective methods of trapping, which enabled him to make important contributions to the subject.

Two years later at his shooting preserve at Lake Scugog he banded 206 ducks of four species which added much to the knowledge of the waterfowl breeding and passing through that point. This work continued until 1926, but was then suspended as his later years were spent in France.



JOSEPH KILGOUR - In 1909, Joseph Kilgour, President of the Canada Paper Company, established one of Bayview's first country estates, south of Lawrence Avenue. The sweeping two-hundred acre Sunnybrook Farms property was highlighted by a stone gated entry and a magnificent residence with oak paneling, an open gallery and beamed ceilings that created the flavour of an English country manor. Major Kilgour was one of the best known horsemen in North America, maintaining an excellent stable of hunters.

The original farm was considered a perfect model of the day and featured one of the first indoor riding arenas in Canada. Amenities included a viewing gallery, complete with a minstrel's section and grooms quarters. The farm also contained cattle barns, sheep pens, piggeries, heavy horse stabling, a dairy, and a granary, in addition to the show stable. Kilgour had a love for fine horses.

One of his favourite pastimes was riding his prized hunter 'Twilight' across the open fields and wooded hillsides on his property. Regular fox hunts originated at Sunnybrook. Just imagine the scene - thirty to forty pink coated riders following the Toronto Hunt's Hounds across the lush green playing fields on the plateau.

The Kilgour's had no children, so after Joseph's passing, his wife Alice, donated Sunnybrook Farms to the city in 1928 to be used as a park. Today, The Sunnybrook Health Science Centre stands in the place of Kilgour's country residence, while the Kilgour barns were preserved and currently serve as a public riding school and stabling for the Metropolitan Police up until their move down to the stables at Exhibition Place in 2005. The fields are now used for sports and recreation

THE SCUGOG MARSH

It would appear this arrangement was unsuccessful, as a report from Ontario County Council in July 1881, indicated that the work had been completed on the Scugog Bridge by Mr. Trennam.

Throughout the next two years, J.W. Codd, president of the Lake Scugog Marsh Lands Drainage Company tried to get support from the Village of Port Perry in constructing the roadway. He argued that it would be far less costly to construct a dam, for drainage purposes, and that he had been induced into a roadway by promises made by village authorities, offering assistance.

In May 1882, Mr. Codd made a proposal to the village fathers, asking that they loan the Company \$10,000 by debenture, and he would agree to have the roadway completed and open for traffic by October of that year. If such assistance was not forthcoming, Mr. Codd said, he would apply to Parliament to have the Act amended so that the Company could build a dam and not a roadway.

Instead, the corporation countered Mr. Codd's offer, and suggested that if the Company would deposit \$150 in the Ontario Bank, Port Perry, they would prepare a by-law for a bonus of \$4,000 towards the construction of a roadway from Scugog Island to Cartwright. The Marsh Land Drainage Company agreed, and advanced the money, but the vote for the by-law, in December 1882, was defeated by 17 votes. The outcome was considered very strange, since for more than 10 years residents and business people of the village had been arguing for such a roadway.

The defeat of the by-law spelled the end for the Lake Scugog Marsh Land Drainage Company's dream of reclaiming the land in the southern most parts of Lake Scugog. The high cost of constructing a roadway, instead of a dam, made it almost impossible for the Company to proceed. The following year, in a final attempt to salvage the project, they applied to Parliament seeking an amendment to the Act which would allow them to build a dam, rather than a roadway, but the request was rejected, effectively bringing the project to an end.

DRAINAGE COMPANY SOLD

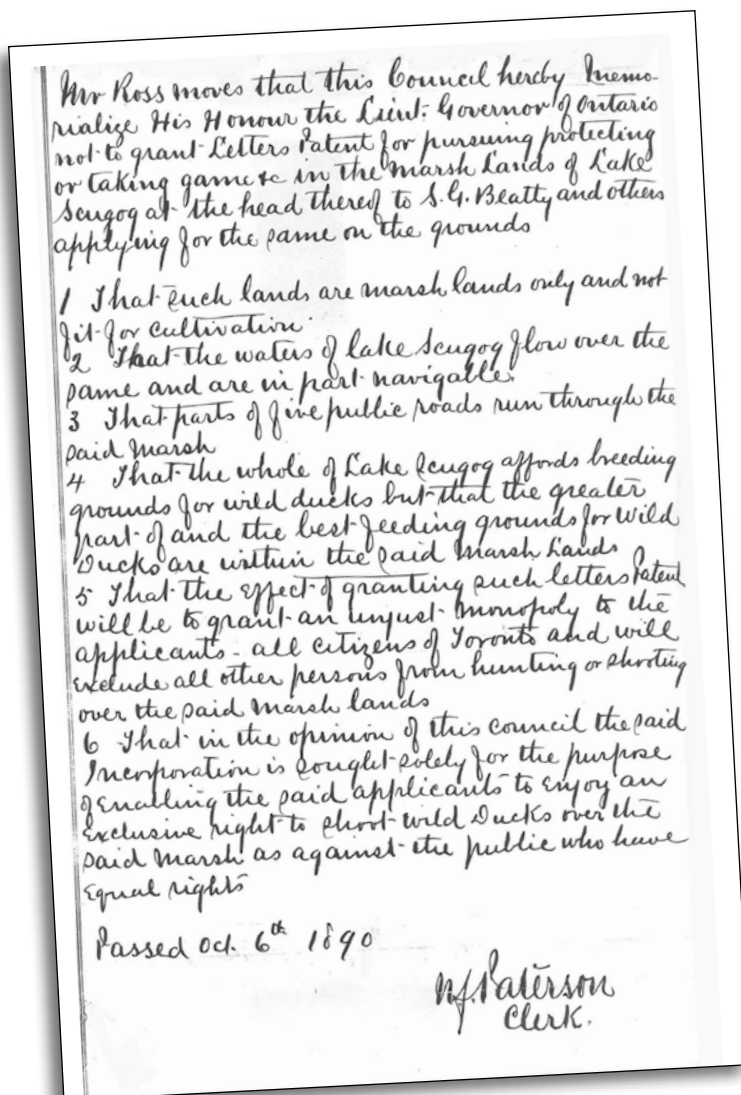
With no further use for the marshland accumulated by the Lake Scugog Drainage Company, it was sold in December 1883 to a group of Toronto men, who had plans to make the Scugog Marsh into a private hunting and fishing area for family and friends.

It wasn't long after they purchased the marsh, the new owners began to post signs warning intruders or poachers to keep out with "Private Property" and "No Hunting or Fishing" signs

News of the land being taken over by



Signage, similar to the above private property signs found on the property today, were first posted in 1890.



a consortium of private “out-of-towners,” did not sit well with area residents, in particular those who had hunted and fished in the marsh for much of their lives. In fact some members of the community, defied the posted signs, but would later feel the wrath of the owners when they were hauled into court, prosecuted and fined for trespassing. (See “The Case” on page 17).

The council of the village of Port Perry, in a letter dated October 6, 1890, requested the Lieutenant Governor of Ontario not to grant ‘Letters of Patent’ to the group, arguing that the effect of granting application would create an unjust monopoly to the applicants - and would exclude all other persons from hunting or shooting over the marshlands.

Norman F. Paterson, clerk of the village, wrote that, “in the opinion of this council the said Incorporation is sought solely for the purpose of enabling the said applicants to enjoy an exclusive right to shoot wild ducks over the said marsh as against the public who have equal rights.” (see letter on page 12)

But the objections fell on deaf ears and James Baird, editor of the North Ontario Observer wrote the following, scathing article:



JAMES BAIRD
Editor of the North Ontario
Observer, Port Perry.

TORONTO SWELLS BUY MARSH

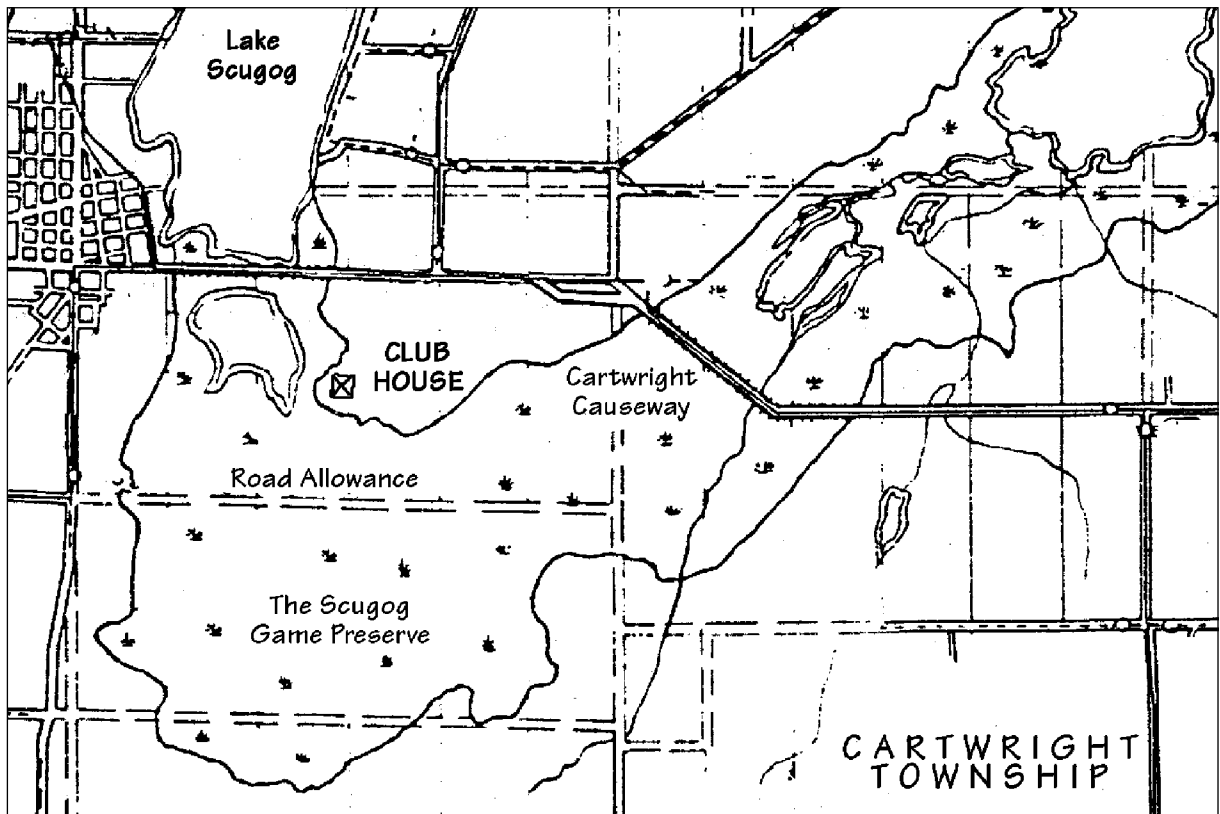
"It appears that a syndicate of Toronto Swells have purchased the Scugog Marsh for the purpose of breeding fish and fowl, and for the foolish purpose of hooking the former and shooting the later.

They also propose to protect the game - such protection as the wolf gives the lamb. They certainly have got more money than brains if they expect that by paying a lot of money to somebody they can secure a monopoly of hunting and fishing on the Scugog Marsh.

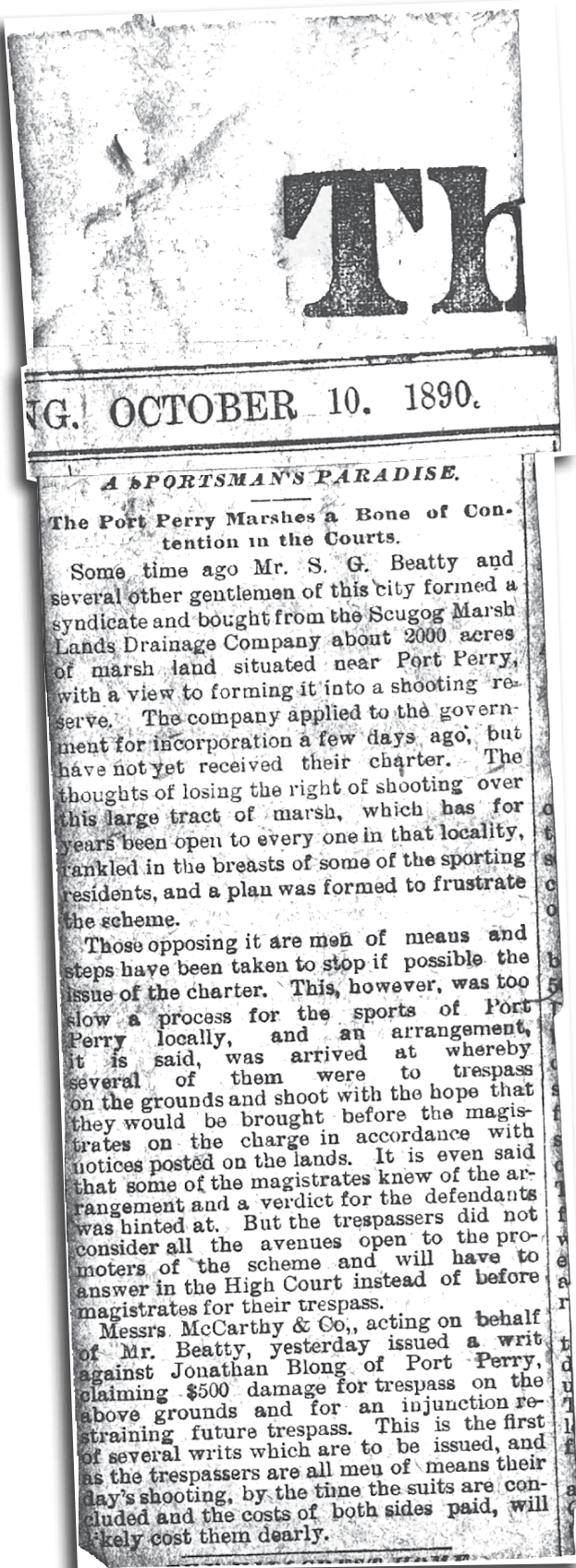
If these would-be notables are allowed to take part with the public hunting and fishing over the Marsh they may thank their stars, but if they get impertinent over it they will be excluded entirely and serve them right.

But their mightiness are putting it on a little too thick when they put up poster forbidding trespass on the Marsh; such modesty on the part of the syndicate would melt the heart of a stone.

Trespass on the Marsh! O, my country! Will the modern Neros allow us to creep past the Marsh on our hands



Map of Lake Scugog marshlands shows road allowances under the water, causeways, and location of the clubhouse.



NG. OCTOBER 10. 1890.

A SPORTSMAN'S PARADISE.

The Port Perry Marshes a Bone of Contention in the Courts.

Some time ago Mr. S. G. Beatty and several other gentlemen of this city formed a syndicate and bought from the Scugog Marsh Lands Drainage Company about 2000 acres of marsh land situated near Port Perry, with a view to forming it into a shooting reserve. The company applied to the government for incorporation a few days ago, but have not yet received their charter. The thoughts of losing the right of shooting over this large tract of marsh, which has for years been open to every one in that locality, rankled in the breasts of some of the sporting residents, and a plan was formed to frustrate the scheme.

Those opposing it are men of means and steps have been taken to stop if possible the issue of the charter. This, however, was too slow a process for the sports of Port Perry locally, and an arrangement, it is said, was arrived at whereby several of them were to trespass on the grounds and shoot with the hope that they would be brought before the magistrates on the charge in accordance with notices posted on the lands. It is even said that some of the magistrates knew of the arrangement and a verdict for the defendants was hinted at. But the trespassers did not consider all the avenues open to the promoters of the scheme and will have to answer in the High Court instead of before magistrates for their trespass.

Messrs McCarthy & Co., acting on behalf of Mr. Beatty, yesterday issued a writ against Jonathan Blong of Port Perry, claiming \$500 damage for trespass on the above grounds and for an injunction restraining future trespass. This is the first of several writs which are to be issued, and as the trespassers are all men of means their day's shooting, by the time the suits are concluded and the costs of both sides paid, will likely cost them dearly.

and knees? It is said that they intend to employ a game keeper who will pour all the terror of the law on the head of the unfortunate who may be found on the Marsh or Swamp.

Their bark is perhaps worst than their bite, they may bark away but if ever they attempt to bite we will extract every tooth they have and give them a free and permanent pass to their grab-all home in Toronto

There may be localities where the good natured, broad backed, easily ridden community will smile when they are sat upon, but he that imposes on this community will find he has caught a Tarter."

CONFLICT WITH SYNDICATE

An article in a Toronto newspaper on October 10, 1890, described the conflict between the owners of the Scugog Game Preserve Company, or "Syndicate" and the residents of Port Perry, suggesting that the thought of losing the rights of shooting over this large tract of marsh, estimated at more than 2,000 acres, had rankled some of the sporting residents, who formulated a plan to frustrate the owners.

The newspaper wrote that an arrangement was made with several hunters to trespass on the grounds and shoot with the hope that they would be brought before the magistrates on the charge in accordance with notices posted on the lands.

It was even implied that some of the magistrates knew of the arrangement and a verdict for the defendants was hinted at. But the trespassers did not consider all the avenues open to the promoters, and a writ was issued against Jonathan Blong of Port Perry, in the High Court instead of before the magistrates, with whom the hunters had allegedly conspired. The writ claimed \$500 damage for trespassing on the grounds and also asked for an injunction restraining future trespass.

Lawyers for the Scugog Game Preserve Company, recognizing that relations with the Port Perry "locals" was diminishing rapidly, suggested a letter be written to the local newspaper. A hand written letter, from the law offices of McCarthy, Osler, Hoskins and Creelman, was sent to Mr. S.G. Beatty on October 14, 1890 suggesting that in view of the peculiar nature of the trouble at Port Perry, it might do a great deal of good if a letter were written to the papers there stating the other side of the case, while as much as possible avoiding controversial matter.

They enclosed a draft letter for Mr. Beatty's consideration, which he forwarded to the Ontario Observer in Port Perry. It was printed in its entirety in the October 15, 1890 edition. The letter read as follows:

Clipping from the Toronto Globe, October 10, 1890

Dear Sir:

I have learned with much regret that not a little feeling has been aroused in your town by reason of my recent purchase of marsh lands. I am convinced that when the public fully understand the facts of the case, this will at once come to an end and I therefor ask leave to state my position through your columns.

I am no lawyer but am advised by my solicitors that I have an absolute title to the marsh lands purchased by me and a right to preserve and protect game upon them and to prevent trespassing just as any owner of land can do.

The marsh is not fenced but I am advised that the only result of that fact is to prevent my having recourse to the Ontario Trespass Act under which a cheap way is provided for a land owner to protect his right without putting an unfortunate trespasser to the cost of a law suit.

Now if my rights are as I have stated, I think that all law abiding citizens will agree with me that they should be respected. If there is any doubt about the law and any one wishes to test it in a friendly way, I am willing to join them in bringing it before the Courts in the most inexpensive way possible, consistent with the proper presentment of the case. If however any persons persist in openly defying the law I shall be compelled to take whatever protection the law affords and I think that in so doing I ought to have the approval of the public.

I have no desire to deal hardly with anyone and in proof of this I would point to the fact that although many persons have both trespassed and shot ducks since the notices were posted in the marsh I have hitherto refrained from proceeding under the criminal law as I am advised I have a right to do, and have only instructed civil action to be taken against two gentlemen who are, I have been given to understand, well able to bear the expense. Those who are objecting to the purchase of this marsh by outsiders should also bear in mind that if I had not bought it others would have done so who would perhaps have had more leisure to shoot than myself or my friends.

I feel that I have already taken up too much of your valuable space but perhaps under the circumstances



HENRY SMITH OSLER

Member of the group who purchased the marshland, in 1880, seen relaxing at the property.

you will permit me to say a word as to the interest of the public in the matter. I have with four other gentlemen applied for a charter incorporating us as a Company but we have not asked for any powers with reference to the marsh which we would not possess as individuals. Only five are not interested and our present intention is to admit only two more, making seven in all who will have the right to shoot in the marsh. At the outside, the charter applied for will only allow us to issue ten shares altogether.

The membership will be confined to men, who like myself, are in business and consequently unable to get away for more than a day or two at a time and the number of days shooting to which each member will be entitled during the season will be strictly limited.

I do not know how many citizens of Port Perry have been in the habit of shooting in this marsh or how many ducks they have been as rule able to kill, but I am informed that numbers of outsiders come every year to your town to shoot, and that the ducks have been so continually shot at that they have become scared and wild.

Now, I will venture to say that the result of the protection of this marsh will be, that fewer outsiders will come to your neighborhood to shoot, and that the ducks having a safe and quiet place to breed in the close season and being able to feed in the open season without being banged at from daylight to dark will come more plentiful elsewhere about the lake, and the result will be that the sportsmen of Port Perry will be able to get better shooting than they have had for years.

Yours truly

G.S. Beatty

THE SCUGOG MARSH

The same week the letter appeared, a deputation from Port Perry, consisting of Norman F. Paterson, Q.C. and Jonathan Blong came before Reach council. Mr. Paterson, was acting on behalf of Messrs. J.B. Blong and J.M. Davis who were being taken to court for trespassing on the marsh by Samuel G. Beatty and members of the Syndicate who purchased the Scugog Marsh.

Mr. Paterson told council he had written to the Hon. John Dryden concerning the charter applied for by the Company and had received an intimation the he would oppose all such legislation.

He then referred to the action brought about by the company against his clients, and quoted from the Statues, in support of his contention, that in order to be successful in a prosecution for petty trespass the property must be fenced. Mr. Peterson also requested council lease, for a nominal sum, to Mr. Blong and those associated with him, the road allowances vitiated in the marsh land, so as to give the public an inlet to the shooting grounds.

Council agreed to memorialize the Lieutenant Governor not to grant a Charter to the group for the marshlands, and also agreed to lease portions of the road allowance in the 4th and 5th concession of the township running through the marshlands, and also Reach's interest in that portion of the boundary line between Reach and Cartwright Twp. to Mr. Blong at \$1 per year.

GAME PRESERVE PETITIONS COUNCIL

The following spring, H.S. Osler, representing the Scugog Game Preserve Co. attended a meeting of Reach council, requesting a by-law be passed to allow the Company to fence their marshland, and also to lease the untraveled road allowances adjacent to the Company's property.

Over the next few months, Mr. Osler appeared before council on a number of occasions, urging them to pass the required by-laws. Finally in September 1891, the by-laws were introduced, passing their first and second readings, but Mr. F.M. Yarnold, acting on behalf of about sixty ratepayers, petitioned council not to pass the by-laws.

A motion, moved by councillor Leonard Burnett, agreed to lease parts of unopened road in the Scugog Marsh, adjoining the property of the Scugog Game Preserve Co. at a rent of \$20 per year, providing the Company granted the public free right of way over their property in the winter, in addition to the rent to be paid; and that the lease be for a period of 10 years and renewable for further periods at the option of the council.

Mr. Osler returned to council in September, once again urging the by-law be passed. He said that members of the Company had invested a good deal of money in the marsh property, and spent a considerable amount within the community, and while they are willing to do everything to accommodate the public as far as possible, it was unfair to expect them to allow a few people to take advantage of them and injure their property.

He reminded council that the assessment had been increased five times the amount it was a year earlier plus the rent offered for parts of the roads to be leased was most generous. Still no action was taken.

Finally, in November 1890, with Mr. Osler once again in the chambers, council voted on the motion to lease, with two amendments. The first was to strike the words "for a term of 10 years" and substitute "annual lease", and the second was to ad "any person may at any time graze cattle on the property of the Company and are also permitted to enter the property and recover their stock."

Voting for the by-law were Messrs. Allin and Gregg; and against the by-law Messrs. Burnett and Munro. Reeve D. McKay voted 'yea' and declared the motion carried. The By-law was read a third time and passed, and the reeve signed the same and affixed the seal of the corporation.

The passing of the by-law by Reach council came just one month before Mr. S.G. Beatty, owner of the marshland, confronted J.W. Davis and Jonathan Blong in a Toronto court with charges of trespassing and shooting on his lands.



NORMAN F. PATERSON, Q.C.
*Lawyer acting on behalf of
J.W. Davis and Jonathan Blong*



DALTON McCARTHY, Q.C.
Lawyer for G.S. Beatty

The Case - Beatty vs Davis & Blong

The case of S.G. Beatty of Toronto, against J. W. Davis and Jonathan Blong, of Port Perry, claiming damages for trespass on Mr. Beatty's lands, and injuries to his right of sporting over said lands, took place at Osgoode Hall, Toronto, before Chancellor C. Boyd, on December 13, 1890.

The plaintiff (Beatty) alleged that he was the owner of the Scugog Marsh, consisting of lots 20 and 21, in the 4th and 5th concessions of Reach Township, and as such owned the right of hunting, shooting, fishing and otherwise sporting over the same, and that on various days the defendants, while trespassing thereon, killed and took wild duck and other game, and refused to leave or desist, though requested so to do.

Mr. N.F. Paterson, Q.C. acting on behalf of the defendants, Messrs. Davis and Blong, denied allegations of wrongdoing, and argued that the lands were, and always had been, wholly unenclosed, and wholly covered by the waters of Lake Scugog, which waters were navigable, and the lands formed part of what is known as the marsh lands of Lake Scugog, which cover over 2,000 acres. He submitted that they in common with all Her Majesty's subjects had a right to enter on or pass over the said lands for the purpose of shooting, hunting, or fishing, doing no damage to the said lands.

Dalton McCarthy, Q.C. and Henry S. Osler, acting on behalf of the plaintiff, Mr. S.G. Beatty, denied that the water was navigable, and alleged that it was for the most part shallow and marshy and was cut off and divided from Lake Scugog by a solid embankment (Cartwright Causeway) built along the road allowance between the 5th and 6th concessions of Reach Twp. They argued

that the only link between Lake Scugog and the marshland by boat was by means of a culvert under the embankment in which it was possible to pass in a small skiff or pleasure boat.

McCarthy contended that when the level of Lake Scugog was raised about 1844 by a dam erected across the Scugog River near Lindsay, the land formerly above the lake level, was overflowed. He suggested that even if the waters covering the said lands are now navigable, it was non-navigable in its natural condition and the defendants had no right to enter upon or pass through or over the same for the purpose of shooting or fishing, or for other purposes of pleasure.

After listening to all the arguments, Justice C. Boyd reserved his decision until January 6, 1891 when he handed down his judgement stating that the defendants Messrs. Davis and Blong were wrong. He said, "the dependents (Davis and Blong) are in the wrong; they came upon the place, not for purposes of navigation, but to shoot ducks against the protest of the plaintiff (Beatty). The custom relied upon of persons or of the public going to shoot or fish in that locality year after year does not afford any defence in law against the private rights of the owner. The fact of the place being to some extent navigable water, does not justify any interference with private rights of fishing and fowling.

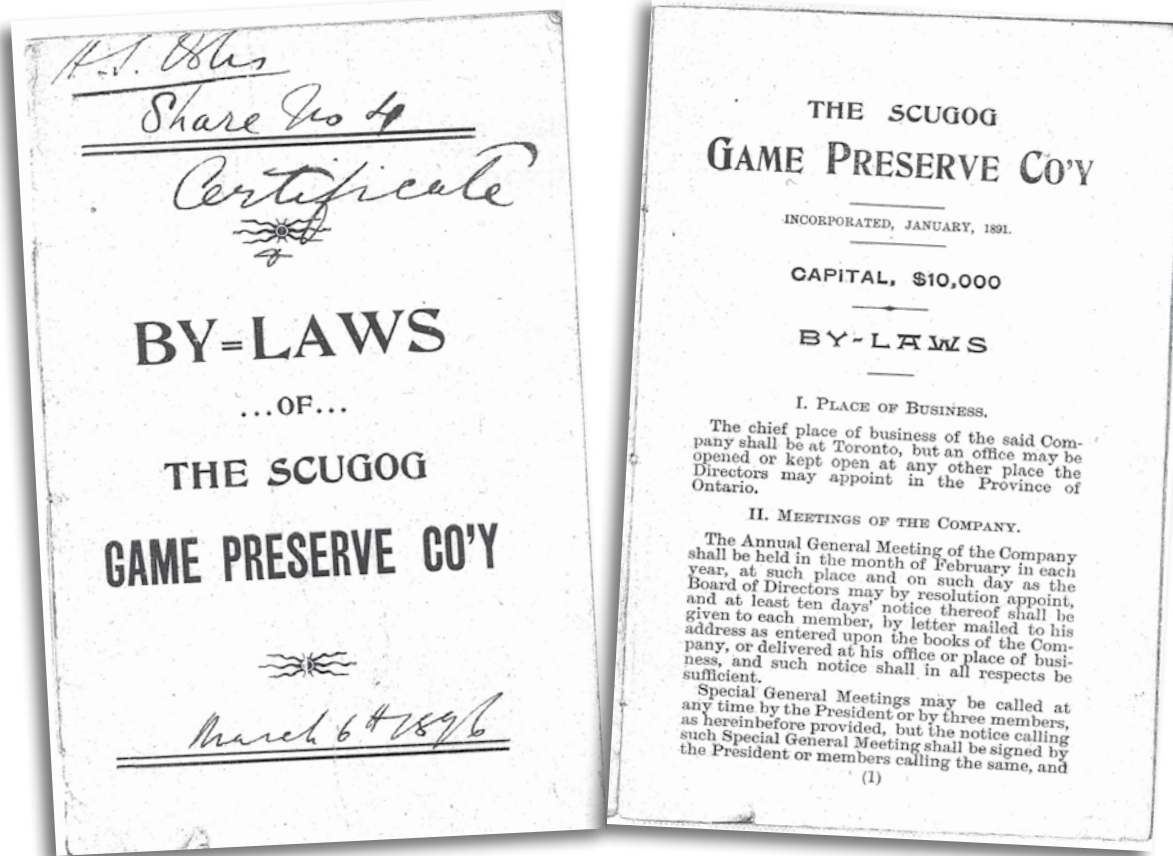
Having regard to the novelty of the action, and the fact that the plaintiff has not entirely succeeded because of the issue as to navigable or non-navigable water I give judgement against the defendants, with \$40, which I assess for damages and costs."

THE JUDGEMENT

Ownership of land or water, though not enclosed, gives to the proprietor under the common law, the sole and exclusive right to fish, fowl, hunt, or shoot within the precincts of that private property, subject to game laws, if any; and this exclusive right is not diminished by the fact that the land may be covered by navigable water.

In such case the public can use the water solely for bona fide purposes of navigation, and must not unnecessarily disturb or interfere with the private rights of fishing and shooting.

Where such waters have become navigable owing to artificial public works, the private right to fishing and fowling of the owner of the soil must be exercised concurrently with the public servitude for passage.



Scugog Game Preserve

WITH THE LAW now firmly on the side of the marshland syndicate, local hunters resisted any further urge to challenge the owners of the property, realizing trespassers would be dealt with harshly. The results of the case appears to have brought an end to the two-year conflict between town residents and the owners of the Scugog Game Preserve, although the fact that the land was being monopolized by a group of non-residents wasn't entirely forgotten by locals, as the subject of hunting in the marsh surfaced occasionally.

Despite the animosity felt toward them, by some local residents, the owners settled in and began improving the property for their private hunting concerns.

The original piece of property purchased by the Scugog Game Preserve Co., was about 2,000 acres, but over the years has grown substantially. It is estimated that between 8,000 and 10,000 acres of land and marsh was amassed by Henry S. Osler before he died. The land stretches from the Port Perry Causeway south to the Shirley Road, and winds its way along the shoreline of Lake Scugog back to the Cartwright Causeway, then north, to just south of Caesarea on the east side, and south of Pine Point on the Scugog Island side of the lake.

The only piece of acquired lands known to have been sold, was a 50 acre parcel of Henry S. Osler's Pine Point property, which he sold to a syndicate of gentlemen in May 1915. Subsequently it was developed into a series of cabins along Pine Point Road, most of which still exist today.

There are two separate hunting clubs which have exclusive use of the marshlands for hunting, the 'Duck Island Club' and the 'Long Bog Club'.

The Duck Island Club, leases hunting rights to approximately 1,500 acres of marsh, south of the Port Perry causeway and north of the Cartwright causeway.

In addition to the marshlands actually owned by the family, they also control the "sporting rights" to another 400-500 acres of land, which is actually owned by private individuals. This "sporting right" gives them the exclusive right to hunt or fish on these properties, despite the property being owned by others.

A second branch of the family, operates a hunting group known as the 'Long Bog Club,' which controls about 700 acres of land north of the Osler property on the east arm of Lake Scugog. This land, originally owned by Henry S. Osler, was given to his younger brother Glen Osler many years ago, and is now controlled by members of his family.

(d) Each member shall also be entitled to shoot geese upon the Company's property in the spring of each year, during such time as such shooting is allowed by law.
 (e) One half of all game shot upon the premises of the Company, shall belong to the Company, and if any member shall take for his own use or for the use of any guest, more than one half of the game shot by him, he shall be charged therewith, at such rates as shall from time to time be fixed by the Board of Directors.

VII. FIELD RULES.

(a) The priority for choice of positions shall be decided by ballot or drawing, in half an hour before the time of marsh each day, and each member himself within half an hour after entering the marsh under these rules shall have entered the marsh, will be latest.
 (b) All shooting shall be done and no member shall punt or w marsh, unless after the ponds are
 (c) No member shall shoot with another who has previously loca
 (d) No one shall enter the ma row over the Company's propo the purpose of shooting, as all rules, or fishing, or in order to p wise benefit the Company's pro Directors may authorize an through the marsh if they deem to do, but the marsh shall not disturbed in the breeding season
 (e) No member shall take out gun in his boat, unless he be al
 (f) No one shall enter the r an hour after sunrise, and r charge his gun after sunset, ar by this rule shall be determin dian Almanac, a copy of wh in the boat house.
 (g) No shooting shall be all Island.

(4)

(h) Each member, upon each day upon which he shoots, shall hand to the keeper a written memorandum, shewing the name of any one with him, his location, the number and variety of ducks killed, wind and weather, and any other memorandum he may wish entered in the Game Book, and the keeper shall forward the same to the Secretary.

VIII. KEEPER.

The keeper shall be under the sole direction and control of the President and Secretary in the absence of specific directions by the Board of Directors.

IX. FINES AND PENALTIES.

any breach of a By-law it shall become

(d) Once, at least, in each year, the accounts of the Company shall be examined and the auditor, who may be a member of the Company, and shall be appointed at the Annual General Meeting of the Company.

XI

(e) At the Annual General Meeting of the Company in each year the Treasurer shall submit an estimate of the amount required to meet the expenses to be incurred during the ensuing year, and such amount shall be voted therefore and for any current obligations of the Company, as may be considered advisable, and each share shall be assessed for an equal proportion of such amount, provided that if any member owns or additional share or interest shall not be liable to be assessed for the expenses of the Company in any year during which such member shall not in any way make use thereof.

(f) The Directors may at any time direct assessments, if required for the purposes of the Company, in addition to the amount so voted, but not to a greater amount than \$50 per share in any one year, unless authorized by a Special General Meeting of the Company. The Directors may enforce payment of such assessments and of any fines or penalties incurred by any member during the preceding year, in the same way as in the case of a call upon stock.

XI. ALTERATION OF BY-LAWS.

These By-laws may be repealed, altered or added to, by By-law passed at a meeting of the Board of Directors and confirmed by a two-third vote at the next Annual General Meeting.

XII

3/3652
 # 1218.66
 # 4874.66

Referred to in the foregoing By-laws.

THE SCUGOG GAME PRESERVE COMPANY (LIMITED).

Capital \$10,000. In ten shares of \$1,000 each.

INCORPORATED 1801.

THIS IS TO CERTIFY that H.S. Kelly of the City of Toronto in the County of York is the owner of one share of the par value of one thousand dollars (\$1,000) of the Capital Stock of THE SCUGOG GAME PRESERVE COMPANY (Limited), transferable on the books of the Company on production of this Certificate with the agreement to transfer and to accept the same duly executed and approved by the Company and hereunto annexed.

Dated at Toronto this fourth day of March 18 76

H.S. Kelly President.
Jos. Kellogg Secretary.

(7)

FORM "B."

Referred to in the foregoing By-laws.

I of the of in the county of in consideration of the sum of \$ paid to me by of the of in the county of do hereby bargain, sell, assign and transfer to the said share of the capital stock of THE SCUGOG GAME PRESERVE COMPANY (Limited), to have and to hold to the said his heirs, executors, administrators and assigns, subject to the same rules and orders, and on the same conditions that I held the same immediately before the execution hereof.

And I the said do hereby accept the said share, subject to the same rules, orders and conditions.

In witness whereof we have hereunto set our hands and seals this day of 189

Signed, sealed and delivered in the presence of

L.S.

Approved by resolution of the Board of Directors.

Secretary.
 President.

(8)

March 6th 1896
 I hold share no 5 of the Scugog Game Preserve Company in trust for Jos. Kellogg, H.S. Kelly and H.S. Kelly jointly, having no beneficial interest therein
 Witness
H.S. Kelly

Herby endorse my share and 1/3 share to S.G. Kelly as account for \$2500 being balance due upon attached note as of April 1st 1900 & there being now due the said sum with interest from said date
 Feb 7 1902
H.S. Kelly

paid
 April 18 1902

Pages from the 1896 By-Laws booklet of the Scugog Game Preserve Company.

The Clubhouse

TENDERS TO CONSTRUCT a clubhouse on Hemlock Island were called for in October 1892. The clubhouse to be built on a high section of land within the game preserve. Using a memo pad from the McCarthy Osler, Hoskin and Creelman law firm in Toronto, Mr. H.S. Osler drew a crude sketch showing the two storeys, rooms and some dimensions of the proposed building.

It is speculated that Mr. Osler then had someone provide him with an architectural drawing complete with specifications, before sending it out for tender to a number of local contractors. At least three local contractors bid on the job, they being Isaac Foote, John Stovin and Charles Powers, who submitted hand written proposals.

In his proposal, Mr. Foote wrote, "I hereby tender to build your building on Hemlock Island and agree to do all carpentry work including eavestrough, down pipes and galvanized ridges and tower for \$1,445.000 as per plans an specifications furnished."

John Stovin's tender agreed to building house, "according to plan and specification for the sum of \$984.00 and furnish all material except the chimney." He went on to say that he has figured on first class dry material, all hardware and glass set.

The winning tender from Charles Powers, was far more complete in detail. In his submission on October 24, 1892, he wrote the following:

"I have carefully looked over the plan and directions sent for clubhouse and would say that I will build the same as per directions, furnish all material for same, do all work necessary and leave it ready for lathe and plaster and painting

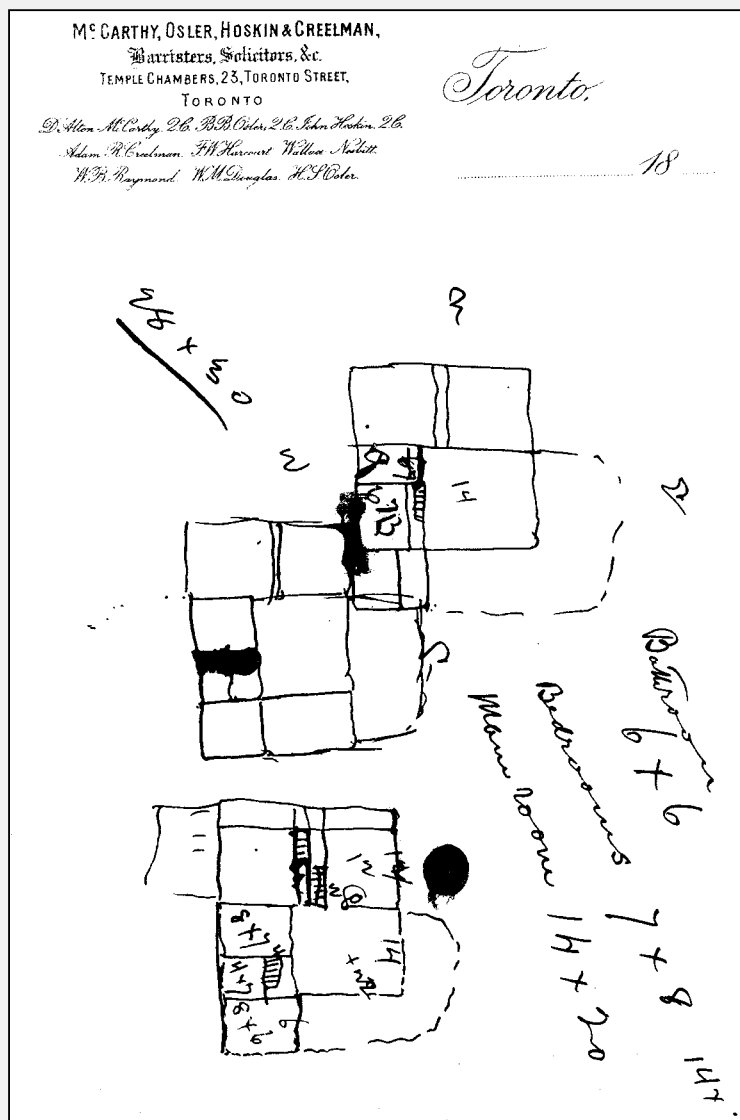
except fireplace and chimney for \$850.00.

A subsequent letter the following month addressed some change, including three closets upstairs, a rail around the verandah, 14 windows to be box frames and hung with weights, double door between club room and hall, adding another \$40 to the contract.

Construction of the 30'x40'

two-storey clubhouse began in December 1892. The house was located on a rising piece of land on the east shore of the lake, just south of the causeway, known as Hemlock Island.

The building featured a third-storey tower, surrounded by windows, which provided a perfect vantage point to keep lookout across the marshlands for intruders or poachers.



Henry S. Osler's sketch, on a company notepad, of the proposed club house to be built on Hemlock Island, in The Scugog Game Preserve in 1892.



The clubhouse not long after it was constructed in 1893.

Port Perry Oct 24
 To Mr Carter
 Dear Sir I
 have Carefully looked over
 the plan and directions
 sent for Club house and
 Would say
 That I will
 build the same as per
 directions furnish all material
 for same do all work
 necessary and leave it ready
 for bath & plaster & painting
 except fire place & chimney
 for \$850⁰⁰ Eight Hundred
 and fifty dollars
 On Will do all Carpenter
 & joiner work you to get
 Machine work done and
 Doors & Sash made for
 \$325⁰⁰ two Hundred and
 twenty five dollars and
 will guarantee good satisfaction
 Yours respect-ly
 Charles Powers

Charles Powers tender dated October 24, 1892.



Similar angle of the clubhouse, taken in 2000.

Port Perry Nov 7 92
 in care of W L Brandegee
 Tender for building
 House for Quarters present
 I will agree to build
 house according to plan
 and specifications
 for the sum of nine hundred
 and eighty four dollars \$984⁰⁰
 and furnish all material
 except chimney.
 or I will do all carpenter
 work material being found
 for two hundred and fifty
 Dollars \$250⁰⁰
 I have figured on first
 class dry material, all
 hardware and glass etc
 John Stovin

John Stovin's tender dated November 7, 1892.

Dredging The Channels

CHANNEL DREDGING got underway in August 1827, by O.F. Cummins & Wm. H. Robinson from Toronto. The dredging company began digging the channels through the marsh with a specially constructed steam dredging machine, mounted on a large wooden barge.

The contract specified, all channels were to be dug out to a depth of six feet, with a width of 20' on the top and eight feet at the bottom. It took four years to complete almost 20 miles of channel, at a contracted price of \$2,000 per mile.

After the work was completed, the machinery was removed and the stripped-down barge was pulled into an isolated spot in the lake, north of the Cartwright Causeway, where it still lies today rotting under the water.

The many channels throughout the marsh were dredged for the private use of the owner's family and friends, making the most remote areas of the marshland accessible for hunting ducks.

Today, the channels are still cleared each season, using much the same method and machinery they have

used for decades. An old steel barge is pulled to sections of the marsh which need to be cleared, where it is secured by inserting three heavy wooden poles through holes in the bow and stern of the craft.

The poles are driven into the mud, to hold it from moving, and an old wooden, v-shaped plough attached to 300' of cable, is winched back towards the barge. In the early 1900s, it took six men to turn the winch by hand, but this method was changed when Mr. Murray installed a single piston engine on the barge.

As the blade drags along the bottom of the channel, it pulls the rice, lily pads and other plants out by the roots, freeing the channel for easy navigation throughout the remainder of the season.



No pictures of the actual dredger that carved out the channels in the Scugog Game Preserve have been found, but these photographs of dredgers from the 1920s, provide a idea of the type of machines that may have been used.





This 1999 aerial view of Port Perry, the causeway and Scugog Marsh and Game Preserve shows the miles of canals which were dredged through a large section of the marsh, south of the causeway in the late 1920s.

THE SCUGOG MARSH

Almost 20 miles of canals were dug from September 1927 to November 1930, with expensive dredging equipment brought in from the United States.

Following are the details of the dredging contract between the Osler family and O.F. Cummins, of Cummins & Robinson Dredging Contractors, Toronto.

A contract between H.S. Osler and Cummins & Robinson, dated June 1927 stipulated that the contract was for not less than five miles of channel, at \$2,000 per mile. The contractors were to proceed immediately with the shipment of the dredge and were to commence actual dredging no later than August 1, 1927.

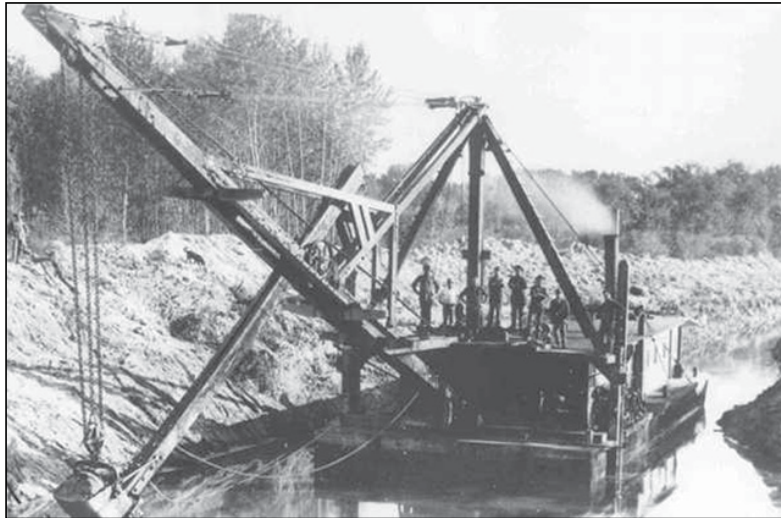
Specifications for the channels were, they were to be dug to a depth of 6' with a width at the surface of 20' and the width at the bottom to be 8 feet.

Dredging of the channels took place from 1927 to 1930 with approximately 20 miles of channels being created.

Following are the yearly totals:

1927 dredging - 19,260 feet
 1928 dredging - 34,469 feet
 1929 dredging - 15,040 feet
 1930 dredging - 27,207 feet
 Total dredging - 95,985 feet

Based on \$2,000 per mile, the cost of dredging the channels in the Osler's Game Preserve is estimated to have cost more than \$36,000.



Henry Smith Osler was 71 years old when he passed away on December 8, 1933 at his son's residence in Montreal

In June 1939, the name of the Scugog Game Preserve Co. was changed to the Cartwright Land & Investment Company and about May 1958, it was transferred to Philip F. Osler (son of Henry Osler) and other members of the Osler family.

Philip Osler controlled the company until his death in 1992, at the age of 91 years, at which time the shares in the company transferred into the names of his children and grandchildren.

DREDGING FOR 1930.		Total Amount	85% paid	15% drawback
May	- 3400 feet	1159.09	985.23	173.86
June	- 4700 "	1602.27	1361.93	240.34
July	- 4415 "	1505.11	1279.34	225.77
Augt.	- 4886 "	1665.68	1415.83	249.85
Sept.	- 3741 "	1275.34	1085.05	190.29
Octr.	- 1575 "	536.93	456.47	80.46
Novr.	- 450) "	153.41		
"	- 4040) "	1377.27		
		<u>\$9275.10</u>	<u>6583.85</u>	<u>1160.57</u>
EXTRA WORK				
July	- 6 days @ \$75 a day	450.00	382.50	67.50
Augt.	2 1/2 "	187.50	159.38	28.12
		<u>75.00</u>		
Novr.	1 "	<u>\$712.50</u>	<u>541.88</u>	<u>95.62</u>

Copy of the dredging report for 1930 shows the number of feet completed and the cost of the dredging for that year.



This aerial view of the Scugog Game Preserve is located just south of the Port Perry causeway and the section of the marshlands that the Osler's constructed their private clubhouse. Canals dug in the 1920s can be seen cutting through the marsh.



View of the marshlands and canals, looking north across the Cartwright Causeway. Land on both sides of the causeway belong to the Osler family and some of the 20 miles of canals can be seen cutting through the property.

THE SCUGOG MARSH



This old wood and steel barge is still used to clear the channels each year. The barge is taken to areas throughout the marsh that require clearing of new growths of rice and lily pads. It is held in place by inserting heavy steel poles through a ring at the bow and stern of the barge. Three poles are driven into the mud to hold the barge from moving, while a winch is used to pull and old wooden, v-shaped plough attached to a cable, back towards the barge.

The large plough is constructed of a steel frame with wood wings, which measure about 14' long and 4' high. The width of the taper at the back of the plough is 10 feet. By dragging the plough along the bottom of the channel, it pulls out the roots of the rice and other plants, freeing it for easy navigation through the summer and fall.



The small barge, top picture, with its ancient single stroke engine and wooden pulley, was still being used as late as 2010 to clear weeds from the channels in the lake and canals on the property, to ensure ease of access to the preserves hunting areas.

An ancient single stroke engine and a large wood pulley on board the barge was used to drag a v-shaped plow along the bottom of the channels to uproot new growth each season.

The Dredging Barge

FOR MORE THAN 70 YEARS, the deck of the old dredging barge, which carved out the canals in the marshland lay hidden from view under the surface of the lake. That was until a dry spell in 2001 exposed the large hulk which had laid undisturbed in Lake Scugog for so long.

A few long-time residents have reported they remember seeing the old steam dredger at work along the causeways, but little else was known about what happened to vessel.

Scugog Island resident Jamie Ross came across the skeletal remains of the old barge, mired in mud on the north side of the Cartwright causeway, while out on the lake many years earlier.

So, with Lake Scugog at one of it's lowest levels during the summer of 2001, Jamie asked me if I would like to see the remains of the old steam barge. Armed with cameras and a tape measure we returned to the decaying hulk to record as much information as possible about all that remained.

We discovered the barge had a large platform, measuring 40' x 14' in size. The main beams extended the full length of the structure and measure 14" x 2.5" in thickness. Remarkably, the 12" x 2.5" planks which make up the deck were still solid after all that time, and the moss green stain which was applied more than eight decades earlier, looked almost like new.

Unlike sailing vessels found at the bottom of lakes and oceans, the barge has no monetary value, but it did play an important part in the development of our local history. Other than a few metal pieces, rusty brackets, bolts and nails which were removed from the wreck, the barge was left intact.

Looking back at the decaying hulk as we pulled away, it was sad to think that a part of Scugog's

history would once again be swallowed by the murky waters of the lake. Today, what remains of the barge lies just inches under the surface in its watery grave, waiting for time to reduce it to mulch.

A sad, but not unexpected ending for this large floating platform, which was used to literally carve out a segment of Scugog's fascinating history.

*By J. Peter Hvidsten
August 2001*



Jamie Ross clears the mud and debris off the deck and finds the planks are still in good condition and retain their green colour. Below, the skeletal frame of the old barge lies rotting on the bottom of the lake.



Marshland Memories

Over the past century, the Scugog Marshlands have been shrouded in mystery, due to the private nature of the owners. In fact, the land has been off-limits to all but a few local people who either know, or have worked for the Osler family.

Former Port Perry mayor, Howard Hall, says he remembers delivering groceries and supplies from McKee's grocery store in town, to the clubhouse when he was a teenager. On occasion he was invited inside by the caretakers, Mr. and Mrs. Murray, and recalls being told that Mr. Osler, was an avid hunter who travelled around the world in quest of game. Many of the exotic trophies from his hunts were mounted on the walls.

Mr. Hall also remembers, when he was 12 or 13 years old, his great-uncle, Adolphus Wheler owned about 40 acres of land on the south-west side of the causeway, where Cashway Lumber is today. The property was partially submerged, so they often went out fishing for mudcat at night, and on more than one occasion witnessed a large spot light, located in the tower of the clubhouse, sweeping over the marshlands to keep poachers out. He said he remembers, when the light fell upon anyone who had strayed into the marsh, the trespassers would receive a stern warning they were on private property and told to get out.

EVE HAMPSON

In an interview with Mrs. Eve Hampson, Henry Osler's granddaughter, she said that Mr. Osler didn't really travel the world hunting. In fact, he only spent a couple of years in the Sudan. His hunting consisted mainly of collecting animals and birds for the Royal Ontario Museum, which were used for display and research purposes. She says, that after a couple of years of hunting, he turned in his gun for a movie camera, and much of his footage of wild animals he shot is now stored at the Ontario Archives in Toronto.

Mrs. Hampson recalled that until about 25 or 30 years ago the family used to lease out trapping rights for both beaver and muskrat in the marsh. But when the price of pelts plummeted, trapping was no longer viable, and the practice was discontinued.

IAN BEARE

Ian Beare, a grandson of John Murray, remembers the house had clubroom, which overlooked the marshland, and a large dining room on the main floor where Mr. Osler and his guests would enjoy great feasts at the end of a day, often with duck on the menu. There was also other smaller storage rooms, and a kitchen with a wood stove, from which dinners were cooked. Upstairs there were a number of rooms for their guests.

JOHN & LORENA MURRAY

Mr. Murray and his wife Lorena, lived in an apartment connected to the north side of the original clubhouse. This was their home for about 40 years before they purchasing a house at 279 Queen St., and moved into town, after retiring as estate managers in 1961.

During the 1930s and 1940s many of Philip Osler's business friends, from Toronto and Montreal, would travel to the marsh for a weekend of hunting and fishing. Following a hearty breakfast, they were taken out in punts to the duck blinds set up in the marsh for the morning hunt. The blinds consisted of large boxes with marsh grass woven into the treated canvas sides, which could be easily lowered or raised for shooting or camouflage. When the sides were raised the blind looked like a clump of marsh grass. They also had single person boats called "pups," in which a hunter would stand in a small square metal box, about two feet deep. A similar woven grass camouflaged was used on these small boats

Also taken along to the blind would be the decoys, a lunch and sometimes they even took their dogs to retrieve the ducks. But most often, the game keeper or his helpers would collect the ducks at the end of the day with the help of their retriever dogs. Often, Mrs. Murray would prepare a dinner of roast duck for them that evening, served in the dining room.

During the early part of the century, the marshland would be invaded by thousands of carp each spring, which rooted in the mud and ate the roots of the wild rice growing in the water. The carp destroyed so many rice plants, there was concern for the future of the duck population, which relied on the rice for feed. John Murray constructed a carp barrier, by driving wooden poles side-by-side across some the channels to keep the carp out. About 1950, Ministry officials placed a heavy steel grill in the culverts under the Port Perry causeway, which effectively kept the carp out for many years, although these no longer exist.

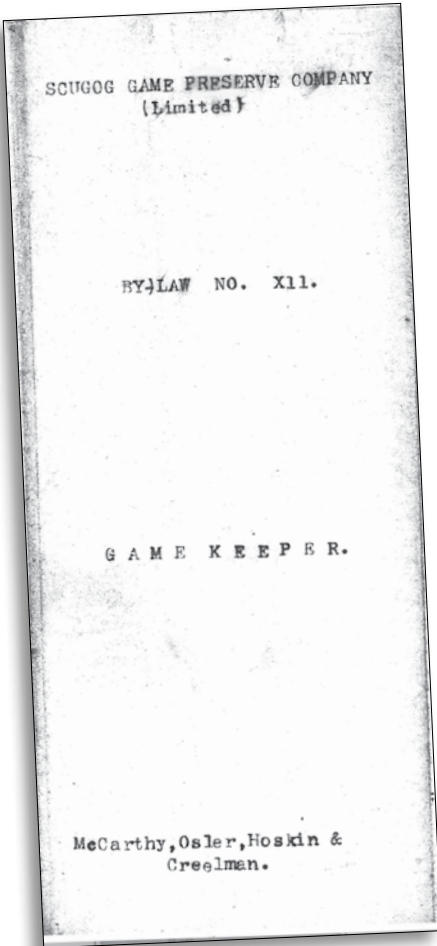


Martin Luther Crandell, poling his way through the marsh.



Results of a good days hunting in the Scugog Game Preserve.

Game Keepers



A NUMBER OF LOCAL MEN have held the position of game keeper, or estate manager as they are called today, over the past century.

John S. McKenzie was the first to hold the position for the Lake Scugog Game Preserve Co. in 1891, and the following year, Martin Luther Crandell took over the job, for which he was responsible for keeping poachers off the property and ensuring the channels were kept open for hunting.

It is believed Mr. Crandell managed the property until John Murray assumed the roll of game keeper about 1911. Mr. Murray held the job for approximately 50 years.

When he retired from the duties at the Osler property in 1961, the job was taken over by Tony Bloemen and his wife Nera, who lived on the property and tended to the needs of the entire estate until October 1996. Although the Bloemens no longer lived on the property, Mr. Bloemen continued to oversee the management of the Osler's extensive logging operations for some years later.

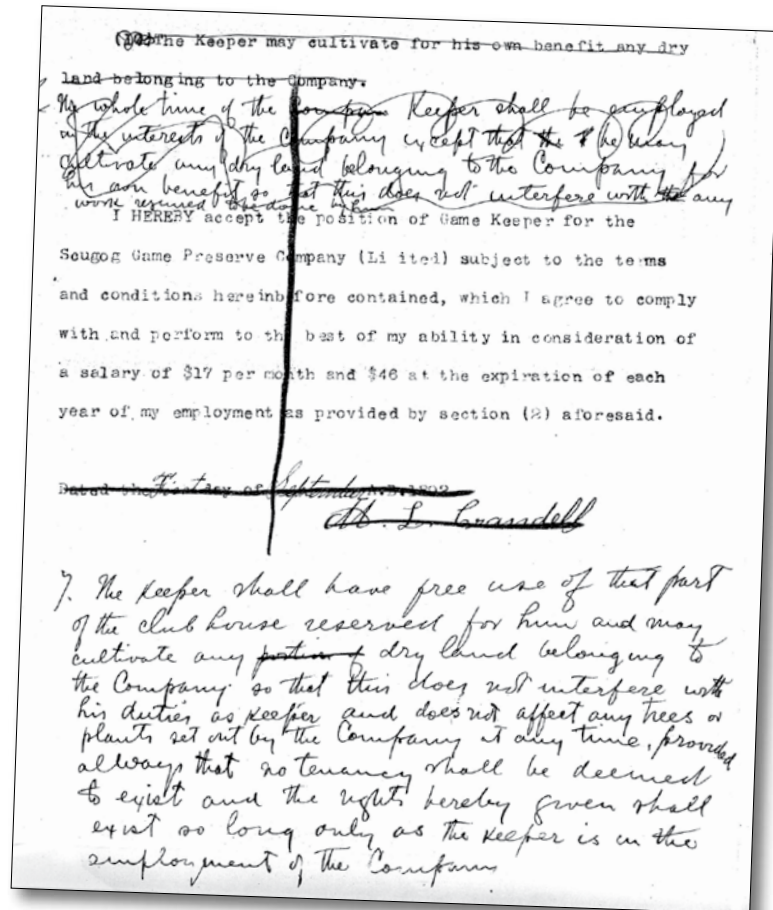
When Mr. Bloemen retired as the full-time caretaker in the fall of 1996, the duties pertaining to the marshlands was turned over to his apprentice, Peter Overgoor and Ann Julia Bajema, who continue the traditions of the caretakers of the past century.

The Scugog Marsh, or more accurately, the Cartwright Land and Investment Company lands are owned by Mrs. Eve Hampson, Ottawa, who is the daughter of the late Philip F. Osler, her son Philip Hampson of Toronto, and other members of the Osler family.



Martin Luther Crandell was the Gamekeeper for the Scugog Game Preserve from 1892 until about 1911.

Illustrated here is a section of the original contract between the Scugog Game Preserve Company and Martin L. Crandell, dated September 1892, in which it reserves a portion of the clubhouse for Mr. Crandell.





Lorena and John Murray are seen here with their dogs, outside their residence in the Osler's clubhouse.



John Murray, was game keeper and caretaker of the Osler's Scugog Marshlands Preserve for half a century.



John Murray out in one of the punts with his dog retrieving ducks from the hunt.

THE SCUGOG MARSH



Left, Tony and Nera Bloemen at the clubhouse. Right, Tony Bloemen kneels beside the family markers of Philip Featherstone Osler, Henry Smith Osler, Janet Winifred Osler and Harold George Hampson, located under a tree on the property.



Tony and Nera Bloemen in the clubhouse. The mounted animal trophies on the wall were from trips when Henry S. Osler travelled to Africa to hunt. He later turned his gun in for a movie camera, to capture footage of wild animals.



Philip F. Osler, right, as a young man, outside the clubhouse, and above, years later as an elderly man enjoying a ride through the marsh with Tony Bloemen and "Mote".



Tony and his trusty dog "Mote" out for an inspection of the channels in the Syndicate wetlands.

THE SCUGOG MARSH



Peter Overgoor, caretaker of the marsh property since 1996, takes a run along one of the many canals in the marsh.



South and east sides of the clubhouse in the Osler Game Preserve in 2000.



Caretakers of the Osler's Marshland Preserve in 2000, Peter Overgoor and Anne Julie Bajema.



Caretakers Peter Overgoor and Anne Julie Bajema at the old boathouse, near the edge of the marshlands.

THE SCUGOG MARSH



The Osler's clubhouse, right with tower, and the caretaker/gamekeeper residence, at the left, about 2000.



The Osler's clubhouse and caretakers residence after renovations in 2008.



This 1954 aerial map show the many channels through the Osler marshlands south and east of the causeway. Starting from bottom of the photo: (A) town of Port Perry, (B) Port Perry Causeway, (C) Osler's Game Preserve, (D) Scugog Island, (E) Cartwright Causeway, and (F) Highway 7A.

