

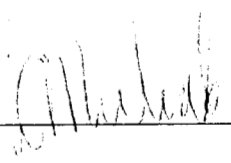
THE CORPORATION OF THE TOWN OF OAKVILLE
BY-LAW 1995-43

A by-law to designate 40 Cox Drive as a property
of historical, architectural and contextual
value and interest

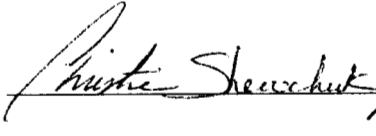
THE COUNCIL ENACTS AS FOLLOWS:

1. The property municipally known as 40 Cox Drive is hereby designated as a property of historical, architectural and contextual value and interest pursuant to the Ontario Heritage Act for reasons set out in Schedule "A" to this by-law.
2. The property designated by this By-law is the property described in Schedule "B" attached to this by-law.

PASSED by the Council this 27th day of March, 1995.



MAYOR



A/ CLERK

SCHEDULE "A" TO BY-LAW 1995-43

HISTORICAL SIGNIFICANCE

Ennisclare was built in 1910 for Herbert Coplin Cox, President, and later Chairman of the Board of Canada Life Assurance Company, as the estate house for his large summer property on the shore of Lake Ontario, east of Oakville. It was designed by the renowned team of architects, Sproatt and Rolph.

Herbert Cox was born in Peterborough, Ontario in June, 1873. He was the son of George A. Cox, one of the most influential men in Canada at the turn of the century. George Cox began his career modestly as one of Canada's early telegraph operators. Stationed at Peterborough, he made Daguerreo-type portraits (early photographs) for people in his spare time.

In 1861, at the age of 21, he joined the Canada Life Assurance Company as an agent, and soon built up the Peterborough agency until he was responsible for all of Ontario east of Toronto, accounting for nearly half of the company's total business in force. The company's new Michigan agency also came under his control. During this time, he transformed a faltering railroad into a profitable enterprise that was acquired by a leading railway company.

By January, 1900, when George Cox became President of Canada Life, he was considered one of the leading financiers in the country. He had served in Parliament as the Liberal Member for West Toronto, and in 1896, he became a Senator. In addition to his Canada Life duties, he was also President of the Bank of Commerce and several other companies, and held over 50 directorships. In 1892, he was one of the six original founders of the Evening Star newspaper, later to become the Toronto Star. At the turn of the century, Senator Cox, Henry Pellatt of Casa Loma fame, and William Mackenzie, President of the Toronto Street Railway, formed a partnership and began acquiring monopolistic franchises in Mexican and South American cities for transit and power companies. In 1901, it was Sao Paola, in 1903, Rio de Janeiro, and eventually became a vast web of interlocking companies which merged in 1911 to form the company now called Brascan. Prompted by American coal miners' strikes which had disrupted their generators' fuel supply, Cox and his associates raised a huge pool of capital and proceeded to tap the hydroelectric potential of Niagara Falls.

Although he had many responsibilities, George Cox continued to regard himself first and foremost as a life insurance agent. After his appointment to the Senate, he was reputed to have sold a life insurance policy to every fellow Senator who qualified.

Herbert Cox was educated at Victoria College, University of Toronto. He began his business career with Canada Life Assurance in 1894 in partnership with his father under the firm name George A. and H.C. Cox, in the management of the Eastern Ontario and Michigan branches of the Canada Life Company. In July, 1899, he became the sole manager of the business upon his father's appointment to the Presidency of the company. In October, 1912, Herbert Cox was appointed to the Presidency of the Imperial Life Assurance Company.

Shortly before his death in 1914, George Cox retired from the Presidency of Canada Life. His successor was his eldest son, Edward, who became Vice-President. Unfortunately, Edward passed away only six months later, so Herbert Cox resigned his position at Imperial Life and assumed the helm as President of Canada Life Assurance Company. Cox held the Presidency for fourteen years, during which time he oversaw the continued expansion of the company. In 1928, he retired as President and was appointed Chairman of the Board.

Like his father, Herbert Cox was involved in a number of other enterprises in addition to his duties at Canada Life. These included the Presidencies of Imperial Guarantee and Accident Co., the Toronto Savings and Loan Company, and Provident Investment Ltd., Vice Presidency of Canada Loan and Saving Co., and Directorships of The Canadian Bank of Commerce, National Trust Company, Canadian General Electric, British American Assurance, Robert Simpson Co., Canada Cement, and the Western Assurance Company.

In his personal life, Herbert Cox lived an extravagant, but very private existence. In 1895, he married Louise Bogart of Penn Yan in Upstate New York. They had homes around the world, from Southern California to England, but their principal residence was the Ennisclare Estate, east of Oakville.

Herbert Cox purchased the property at Ennisclare in 1909. At the time it was an apple orchard, but the 17 acre property was soon handsomely landscaped in the style of a European estate. Upon the property, Cox commissioned the architectural firm of Sproatt and Rolph to design his spacious home near the lake in a style reminiscent of the early colonial mansions of the Southern United States. Great stables, other buildings, and an arena stood near Lakeshore Road to accommodate his famous thoroughbred horses, some of the finest hunters and jumpers in North America. These animals, many of which were imported from Ireland and elsewhere, were trained under the direction of an expert in horsemanship. Mr. "Hughie" Wilson won prizes for both his own and for the Ennisclare stables, far and wide. As a result of its excellent facilities, Ennisclare was the centre for horse riding events in the Oakville area during the first half of this century.

From Mr. Cox's fine stable of horses was formed the famous Ennisclare Hunt, which had its beginnings in the years 1910-1912. An excellent pack was made up of fine breeds of dogs secured from other parts of Canada and from the United States. Not content with the local foxes, the Hunt brought in a better breed from Prince Edward Island. The hunt itself took place on Cox's large property north of Lakeshore Road.

West of the stables on the Ennisclare property was a large polo field, internationally known as one of the finest. Polo became a very popular sport and many of the best teams played there. A number of Oakville riders owned their own mounts and enjoyed thoroughly both the polo and the Hunt.

A reminder of Herbert Cox's great love of horses can be seen today on Ennisclare Drive, once part of the estate property. Here, the road splits around an old tree, where underneath is said to be the remains of Herbert Cox's favourite horse.

In 1924, the Cox's purchased an estate in England where they spent the winter months from this time on, returning to Oakville for their summers. While in England, Cox continued to pursue his interest in horses. He was joint master of the hunt with the Duke of Bedford. When the Second World War broke out in 1939, the Cox's remained in England, returning at its end in 1945.

The entire Cox property along Lakeshore Road was bordered by a rough-cast wall some six feet in height. A short section of this wall still remains on the north side of the road, as well as a longer one on the south. During the First World War, Mr. Cox set aside a large part of his land for growing fruits and vegetables in aid of the war effort. He provided living quarters and transportation for some dozen or so "farmerettes", and others who worked hard during the war years to help ensure sufficient food for Canada and for the Canadian troops. Mr. and Mrs. Cox also contributed to the war effort by hosting horse shows and garden parties, in aid of the Red Cross.

Mr. Cox and his wife died within a year of each other; he in 1947 and she in 1948. When Herbert Cox died, the England estate was sold and Mrs. Cox came back to Oakville. After she died, Ennisclare was put up for sale. After the sale of Ennisclare, the surrounding property was subdivided and houses were built upon the once grand polo field and gardens. The estate house survived, however, and was converted into apartments.

ARCHITECTURAL SIGNIFICANCE

Ennisclare is an excellent example of the grand estate houses that were constructed by the wealthy of Ontario up to the 1930's. The building is a white stucco clad structure, built in the

colonial Georgian revival style and is reminiscent of the lavish mansions constructed by plantation owners in the Southern United States. Although the building has today been converted to apartments, its external appearance has changed little from the days when it was owned by Herbert C. Cox. Historic photographs reveal that Ennisclare was constructed in stages. A photograph taken in 1922 shows Ennisclare with a 9 bay facade, 4 dormers and 2 chimneys. Photographs taken in 1930 and 1947 present Ennisclare as virtually identical to how it appears today; however, since the 1922 photograph, a 6 bay addition has been added to the east in identical style, with a further 2 dormers and a third chimney. To the rear, Ennisclare was extended by a 2 storey, flat roofed addition with a Beaux Arts style, stone balustrade along the roof. This is also constructed in similar style to the original building with various sizes of double hung, multi-paned windows, framed by black shutters. The rear addition presents various beaux arts influences in the arched entranceways with oversize keystones and the diamond shaped stone motifs placed on several locations along the building. A stone staircase leads to the main entranceway at the north side of the building. This is framed by colonial style lanterns. A detailed iron and glass awning frames the east entrance. The south facing doorways were originally all occupied by French doors. Most of these remain, however, some have been converted to windows to accommodate the apartment use. These changes are in keeping with the original architecture of the building. The rear doors open directly upon a ground level terrace.

Although the original estate has largely been developed, the gardens immediately to the rear, south to the lakeshore are reminiscent of how they would have appeared at the time of Herbert C. Cox.

An additional feature of Ennisclare which contributes to the architectural significance of the building is that it was designed by Sproatt and Rolph, one of Ontario's most famous architectural firms. Sproatt and Rolph were responsible for the design of a number of Toronto's most significant buildings. Some of these buildings include: Bishop Strachan School, Hart House, the library and chapel at Victoria College, St. Andrew's College and the University of Toronto War Memorial. Some of their non-educational buildings include: The Canada Life Assurance Building on University Avenue, the Arts and Letters Club, the Canada Permanent building, Ontario Hydro Building, and in partnership with Ross and McDonald Architects - Eaton's College Street and the Royal York Hotel, at one time the tallest building in the British Empire.

The architectural significance of Ennisclare has been recognized by feature articles in a number of publications including the Oakville Beaver and the Canadian Homes and Gardens September, 1930. For the May, 1949 auction of the estate, an illustrated catalogue was produced which gives a good visual description of Ennisclare at the end of its era as a country estate.

CONTEXTUAL SIGNIFICANCE

Ennisclare is an excellent example of the great estates which once ran along the shore of Lake Ontario to the east and west of Oakville. Although most of the estate has been subdivided, the portion that remains gives a good indication of how Ennisclare house appeared during its heyday.

SCHEDULE "B"
TO BY-LAW 1995-43

Lot Seven (7), according to the plan registered in the Registry Office for the Registry Division of the county of Halton as No. 1111, Town of Oakville, Regional Municipality of Halton.

Saving and excepting: FIRSTLY, that part thereof conveyed to one Colwill by Instrument No. 142966 which may be more particularly described as follows: COMMENCING at an iron bar planted at an angle in the westerly limit of Lot 7, distant One hundred and ninety-nine feet (199') measured on a course of North forty-five degrees ten minutes East (N. 45° 10' E) from a point in the northeasterly limit of Ennisclare Drive, distant Six hundred and nine feet, eleven and one-quarter inches (609' 11 1/4") measured southeasterly therealong from the southeasterly limit of #2 Highway;

THENCE North forty-five degrees, ten minutes East (N 45° 10' E) a distance of thirty-six feet (36') to another angle in the westerly limit of Lot 7;

THENCE South forty-five degrees seventeen minutes East (S 45° 17' E) along the southwesterly limit of a right of way through Lot 7, a distance of One hundred feet and one-half inch (100' 1/2") more or less to an iron bar planted in the southeast limit of Lot 7;

THENCE South forty-five degrees thirty-four minutes West (S 45° 34' W) therealong a distance of thirty feet nine inches (30' 9") to an iron bar planted in another angle of Lot 7;

THENCE North forty-eight degrees sixteen minutes West along the westerly limit of Lot 7 a distance of one hundred feet, two and three-quarter inches (100' 2 3/4") to the point of commencement.

SECONDLY, that part thereof conveyed to Gordon E. Wright and Betty Wright by Instrument No. 137593, which may be more particularly described as follows: COMMENCING at the northeasterly angle of Lot 7 on the said plan, being a point distant twenty-two feet ten and three-quarter inches (22' 10 3/4") measured easterly along the southerly limit of Lot 6 on the said plan from the easterly limit of Cox Drive;

THENCE south fifty-three degrees forty minutes East (S 53° 40' E) a distance of three hundred and fifty-eight feet five inches (358' 5") to a point in the centre line of a concrete sea wall;

THENCE north forty-six degrees fourteen minutes thirty seconds west (N 46° 14' 30" W) a distance of two hundred and eighty-one feet, three and three-quarter inches (281' 3 3/4") being along the southwesterly boundary of the lands now owned by the said Gordon E. Wright and Betty Wright;

THENCE northerly and westerly along the arc of a circle having a radius of fifty feet (50') and continuing along the said southwesterly boundary of the said lands of the said Gordon E. Wright and Betty Wright, an arc distance of one hundred and six feet, three and three-quarter inches (106' 3 3/4") to the point of commencement.

TOGETHER WITH THE RIGHT at any time to enter upon part of the lands of the said Gordon E. Wright and Betty Wright lying to the northeast of the lands conveyed herein, as described, and for the purpose of maintaining and repairing a septic tank therein, all as described and subject to the conditions set out in Instrument No. 137597.

AND TOGETHER with an easement for the purpose of erecting, altering, maintaining, inspecting, repairing, replacing and using poles and wire cables for electric current over a strip of land having a perpendicular width of ten feet (10') and extending northeasterly, northwesterly and again northeasterly from the following described line:

COMMENCING at a point in the southeasterly limit of King's Highway #2, distant one hundred and eighty-six feet, six inches (186' 6") measured northeasterly therealong from its intersection with the northeasterly limit of Ennisclare Drive as shown on Plan #397;

THENCE south forty-four degrees, twenty-seven minutes east (N 44° 27' E), six hundred and thirty-two feet, two and three-quarter inches (632' 2 3/4");

THENCE north forty-five degrees, ten minutes east (N 45° 10' E) fourteen feet (14');

THENCE south forty-eight degrees, sixteen minutes east (S 48° 16' E), one hundred and sixty feet (160');

THENCE south fifty-eight degrees, thirty-seven minutes east (S 58° 37' E), ten feet (10');

AND TOGETHER WITH THE right over the northwesterly thirty feet (30') of the lands conveyed to Edward Martin Gillespie in Instrument No. 51727^{1/2} for Trafalgar to enter upon the said northwesterly thirty feet (30') for the purpose of laying down and constructing underground wires, conduits, overhead wires and the necessary poles and guy wires for the purpose of providing the Grantor's land with electricity, gas and other domestic services.

AND TOGETHER with the right to the Grantor, his executors, administrators and assigns to maintain, repair and replace any pipes used for the conduct of water to the residence of the Grantor, which pipes may now run through the said lands of Edward Martin Gillespie, as described in said Instrument No. 51727^{1/2}.

SUBJECT TO an easement to the Corporation of the Township of Trafalgar, now the Town of Oakville, for laying down, maintaining and repairing a sewer or other services on a twenty foot strip leading from Cox Drive to Lake Ontario as described in Instrument No. 129518.

SUBJECT TO a right of way for the benefit of the owners and occupants from time to time of the lands now owned by Gordon E. Wright and Betty Wright, and lying to the northeast of the lands conveyed hereby over that part of Lot 7 which may be more particularly described as follows:

COMMENCING at a point in the southeasterly end of Cox Drive distant forty-four feet one inch (44' 1") measured long a chord from the most southerly angle of Lot 6;

THENCE south eighty-two degrees, twenty-one minutes east (N 82° 21' E) a distance of fifty-one feet, two inches (51' 2");

THENCE north fifty-six degrees forty minutes east (N 56°, 40'E) a distance of twenty-nine feet, eleven inches (29' 11");

THENCE north fifty-three degrees, forty minutes west (N 53° 40' W) a distance of twenty-one feet, four inches (21' 4")

THENCE south fifty-six degrees, forty minutes west (S 56° 40'W) a distance of fifteen feet (15');

THENCE north eighty-two degrees, twenty-one minutes west (N 82° 21'W) a distance of forty-one feet, three and one-half inches (41' 3 1/2") to the said southeasterly end of Cox Drive;

THENCE southerly thereon a chord distance of twenty feet, two and one-half inches (20' 2 1/2") to the point of commencement.

AND SUBJECT to the right to the said Gordon E. Wright and Betty Wright, their heirs and assigns, at any time, to enter upon that part of the said Lot 7 lying to the north of the northerly limit of the above-described right of way for the purpose of laying down and constructing therein sewers, drains, pipes for water and gas and conduits for wires of all kinds and of keeping and maintaining them at all times in good condition and repair; and for every such purpose the said Gordon E. Wright and Betty Wright, their heirs and assigns, shall have the right to enter on the said part of Lot 7 with all necessary men, machinery, vehicles, tools and material.

AND SUBJECT TO a right in the nature of an easement to the said Gordon E. Wright and Betty Wright over the said Lot 7 to use the line of hydro-electric and telephone wires and poles now serving their lands, which line of wires and poles runs from a point in the most southwesterly limit of the said Lot 7 to a point in the southwesterly limit of the lands of the said Gordon E. Wright and Betty Wright, subject to the right of the Grantor, his heirs and assigns, to relocate the said line of wires and poles on any part of the said Lot 7 provided such relocation is effected with the minimum possible interruption of the hydro-electric and telephone services to the said lands of Gordon E. Wright and Betty Wright; provided, however, that if, pursuant to the easement hereinbefore granted over the part of the said Lot 7 lying to the north of the northerly limit of the above described right of way, the said Gordon E. Wright and Betty Wright or their heirs or assigns installs hydro-electric or telephone wires in such part of the said Lot 7, then upon completion of such installation the said Gordon E. Wright and Betty Wright or their heirs or assigns shall execute a release of the said right to use the said line of hydro-electric and telephone wires and poles.

AND SUBJECT TO a right in the nature of an easement to the said Gordon E. Wright and Betty Wright over the said Lot 7 to use the watermain now serving their lands, which watermain runs from a point in the southerly limit of Cox Drive to a point in the southwesterly limit of their said lands, subject to the right of the Grantor, his heirs and assigns, to relocate the said watermain on any part of the said Lot 7, provided such relocation is effected with the minimum possible interruption of the water service to the said lands of Gordon E. Wright and Betty Wright; and including the right to the said Gordon E. Wright and Betty Wright, their heirs and assigns, to open, inspect, repair and/or replace the said watermain and for every such purpose to enter on the said Lot 7 with all necessary men, machinery, vehicles, tools and material.

AND SUBJECT TO a right of way to the owners and occupants from time to time of the lands now owned by Edward Martin Gillespie and lying to the southwest of the lands conveyed herein over that part of Lot 7 which may be more particularly described as follows:

COMMENCING at a point in the southerly limit of Cox Drive shown on said plan being a circular curve having a radius of fifty feet (50') at a distance of twenty-two feet, six inches (22' 6") measured easterly along a chord of the circle from the intersection thereof with the limit between Lots 3 and 7 according to the said plan;

THENCE south twenty degrees, twenty-one minutes east (S 20° 21' E) a distance of twenty-three feet, eight and one-half inches (23' 8 1/2");

THENCE south thirty-nine degrees, ten minutes west (S 39° 10' W) a distance of one hundred and eighty-four feet, three inches (184' 3") to a point in the projection southeasterly of the southwesterly limit of said Lot 3;

THENCE south forty-four degrees, twenty-seven minutes east (S 44° 27' E), a distance of twenty-seven feet six inches (27' 6");

THENCE south forty-five degrees, seventeen minutes east (S 45° 17' E) a distance of one hundred feet and one-half inch (100' 1/2") to a point in the northwesterly limit of the lands of Edward Martin Gillespie;

THENCE north forty-five degrees, thirty-four minutes east (N 45° 34' E) along the last mentioned limit, a distance of twenty feet (20');

THENCE north forty-five degrees, seventeen minutes west (N 45° 17' W) a distance of ninety-four feet, nine and three-quarter inches (94' 9 3/4");
THENCE north three degrees, three minutes west (N 3° 3' W), a distance of twenty-two feet and one-half inch (22' 1/2");

THENCE north thirty-nine degrees, ten minutes east (N 39° 10' E) a distance of one hundred and sixty-one feet, one and three-quarter inches (161' 1 3/4");

THENCE north twenty degrees, twenty-one minutes west (N 20° 21' W) a distance of forty feet, five and one-half inches (40' 5 1/2") to the said southerly limit of Cox Drive;

THENCE westerly along the last mentioned limit a chord distance of twenty one feet one inch (21' 1") to the point of commencement.

SUBJECT TO a right in the nature of an easement to the said Edward Martin Gillespie over the said Lot 7 to use the watermain now serving his lands, which watermain runs from a point in the southerly limit of Cox Drive to a point in the southwesterly limit of his said lands, subject to the right of the Grantor, his heirs and assigns, to relocate the said watermain on any part of the said Lot 7, provided such relocation is effected with the minimum possible interruption of the water service to the said lands of Edward Martin Gillespie, his heirs and assigns, to open, inspect, repair and/or replace the said watermain and for every such purpose to enter on the said Lot 7 with all necessary men, machinery, vehicles, tools and material.

AS DESCRIBED IN INSTRUMENT NO. 180367.