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THIRTEENTH ANNUAL REPORT
OF THE
COMMISSIONERS
FOR THE
QUEEN VICTORIA NIAGARA FALLS PARK.

*To the Honourable SIR OLIVER MOWAT, K.C.M.G.
Lieutenant-Governor of the Province of Ontario.*

MAY IT PLEASE YOUR HONOR:

The Commissioners for the Queen Victoria Niagara Falls Park beg to submit their thirteenth annual report, accompanied with the usual statement of the receipts and expenditures, being for the year ending 31st December, 1898.

In their last annual report the Commissioners made reference to the agreement which had been entered into with the Niagara Falls Park and River Railway Company and the Canadian Niagara Power Company, whereby these companies were authorized, pending the construction of the electrical power works of the latter company, to utilize, temporarily, the surplus hydraulic power then available in the power house of the railway company, for generating sufficient electrical energy to supply the urgent demand for manufacturing purposes in the neighborhood of Niagara Falls. In furtherance of this agreement the Canadian Niagara Power Company has installed an electrical plant in the railway power house, which, it is stated, will furnish about sixteen hundred electrical horse power in excess of what is needed for operating the Electric Railway; of which amount, about six hundred horse power has already been put into practical use.

The original agreement made in 1892 with the Canadian Niagara Power Company conferred certain rights upon that Company, and also contained stipulations in respect to the time when the works authorized by the agreement were to be in actual operation. The failure of the power company to have the quantity of power specified in the agreement ready at the time stipulated and also their failure to carry on the extensive construction works necessary for the development of the power during the year prior to November 1st, 1898, in the opinion of the Park Commissioners voided the franchise of the Company. It was contended however, by the Company that the agreement gave them until November, 1899, for the completion of their works. In order to settle this question a "Stated Case" was submitted to the High Court of Justice for Ontario, in

the name of the Honourable, The Attorney General. The Case was argued at Osgoode Hall, before Chief Justice, Sir. W. R. Meredith and Justices Rose and McMahon, the questions submitted being as follows :—

(1) "Is the agreement determined and void by reason of the failure of the Company to complete, the Company not having been hindered by unavoidable accident?"

(2) "May the Lieutenant Governor-in-Council or the Park Commissioners by reason of such failure declare the agreement, liberties, licenses, powers and authorities to be forfeited?"

(3) "If the whole agreement is not at an end, or if the same cannot be declared wholly at an end, are the Government and the Commissioners, under the circumstances, relieved from the agreement not to grant or confer upon any other Company or person the right to take or use the waters of the river?"

The decision of the Court on each of these questions was in the negative, thus upholding the contention of the Company, and allowing them until November, 1899, to carry out the works specified in the agreement.

In the month of October last the Canadian Niagara Power Company submitted, for the approval of the Commissioners, a revised set of plans accompanied with specifications, and detailed drawings of the works they propose to carry out in the Park under the agreement of April, 1892.

Owing, however, to the non-performance by the Company of any of the extensive works outlined in their general plans submitted in 1894, and to which the approval of the Commissioners was given on the 30th April, 1895, and of the several supplementary detail plans which the Commissioners had approved of from time to time, as desired by the Company subsequently to that date, and more particularly in view of the "Stated Case" which was about to be submitted to the Court of Appeal in order to determine whether the agreement of April, 1892, would remain in force after 1st November, 1898, the Commissioners decided not to take these revised plans into consideration until the judgment of the Court had been given.

Since the decision of the Court which was given on the 20th December last, sustaining the contention of the Company that they have until November 1st, 1899, to complete their works, the Commissioners have been awaiting the convenience of the Company to proceed with the consideration of their plans as finally revised.

In this connection the Commissioners desire to reiterate their disapproval of every artificial defacement of the natural scenery of the Park, whether in the development of works of a commercial character or in strained efforts to improve the scenic effects of the natural conditions surrounding the Falls. The granting of a charter permitting the electric railway to run through the park, and a franchise for generating electrical power for commercial and other purposes, have been regarded by some as inconsistent with this decision of the Commissioners. It should, however, be borne in mind that neither the Dominion nor the Provincial Government contributes any of the funds required to meet the expenditures for park improvements and maintenance, all of which have to be provided by the Commissioners from revenues derived from sources within the Park.

Under such onerous conditions the settled policy of the Commissioners has been to grant such franchises only, within the Park limits, as would contribute directly to the comfort and convenience of visitors; or which would produce a maximum of revenue with only a minimum of defacement of the natural scenery. The railway franchise has been amply justified by the facilities it has afforded visitors of visiting the upper reaches of the Park proper and enjoying, at their leisure and at trifling cost, the charming scenery of the upper rapids and the Dufferin Islands, the grand and picturesque scenery of the river gorge between the Falls and the historic Queenston Heights which constitute the present northerly terminus of the Park system, and in a very marked manner, by the greatly increased number of visitors which the Railway has brought to the Canadian Park since its construction. Many who had at first disapproved of the railway entering the Park, now frankly admit that it confers advantages upon the public which far outweigh any objections that might be made against it.

In the case of the power franchise, while the Commissioners were actuated primarily by the necessity for obtaining a revenue for park purposes, the development of electrical power on the American side, on such a large and extensive scale, produced such growth and prosperity on that side of the river, that the residents on the Canadian side naturally became clamorous for power development on this side, where admittedly the conditions are more favorable for the development of electrical power. The Commissioners, however, fully recognize the responsibility devolving on them of exercising such a careful and judicious supervision over the contemplated works as to ensure their being carried out with the least possible discomfort to visitors and injury to the natural beauty of the surroundings.

Early in the season strong recommendations were made in behalf of the fruit growers of the Niagara District, that additional facilities for shipping fruit were essential to the development and success of their business. Applications for wharfage accommodation at several points on the shore of the Niagara River were submitted and with the approval of the Government two agreements were entered into, one with Messrs. Marchmont and Company and one with Captain James Sheppard, for landing privileges; the first midway between Niagara and Queenston and the latter near the Village of Queenston. The terms of these agreements are inserted in the appendix to this report.

The title of the Commissioners to all the lands below the high bank of the river, in front of the Town of Niagara Falls, having been upheld by the Courts, application was made by the representatives of the Maid of the Mist Steamboat Company for a lease of certain privileges at the Ferry Landing, including wharf and landing rights, marine railway and the storage of boats etc., etc. After due consideration, and having regard to the numerous visitors which the steamers of this Company in their capacity of an international ferry would bring to the Park, an agreement was arrived at, under which the Company was granted the rights applied for, at a rental of three hundred dollars a year. The lease covers a term of three years, and will also be found in the appendix.

The first three days of the month of July were given by the Commissioners to a thorough inspection of the Park system, including the river banks from Lake Ontario to Lake Erie, and of the works which were being carried on at the various points in the Park limits under the directions of the Board. The Commissioners availed themselves of this extended inspection to visit the State Reservation on the New York side of the river, where several important works of improvement are being carried out, and also to drive over a large portion of the Buffalo Park system.

As a result of this general inspection of the Park system under their management and of comparison with the other park systems, the Commissioners resolved to recommend the following works to the favorable consideration of the Government:

1. That portion of the chain reserve lying in front of the Clifton House is in part enroached upon by the buildings and out-buildings of the hotel; and apart from such enroachment the roadway is much too narrow for the large and increasing traffic which passes between the upper arch bridge and the park. As the destruction of the Clifton House by fire affords an opportunity of widening and improving the principal approach to the park, it is recommended that the area indicated on a certain plan be acquired by arbitration or otherwise.

2. The road between the Restaurant and Cedar Island is so continually saturated by the spray from the Horse Shoe Falls that it is impossible to keep the roads and paths in good order; and as they are the most frequented in the Park, owing to their proximity to the Horse Shoe Falls, it is considered that steps should be taken as soon as possible to make this locality accessible at all times to visitors. The construction of a permanent brick or other waterproof road with suitable sidewalks is, therefore, recommended.

3. Attention has been drawn in several of the annual reports of the Commissioners to the exceptionally rugged nature of the talus under the high bank of the river, and more particularly to the extensive enlargement which juts out into the stream half a mile below the Whirlpool, and which is known as Niagara Glen—a region remarkable for its picturesque location, its geological formation and its great botanical wealth. It is

most desirable that this unique portion of the Park system should be at once made as accessible as possible to visitors, and the Commissioners recommend that several permanent pathways be constructed with this object in view.

4. Early in the year the Dominion Government granted a conveyance to the Commissioners of all the ordnance lands at Queenston Heights, which had not been previously disposed of. This included the lands forming the escarpment lying to the West of the Brock's monument grounds and the major portion of the lands lying below the Heights and in front of the Village of Queenston. The total area controlled by the Board at Queenston Heights is now over eighty acres, and embraces the whole of the beautifully wooded heights from the canon of the Niagara westwards for a distance of a mile and a quarter. Instructions have been given to the Superintendent of the Park to begin the clearing up and improving of this newly acquired territory in the Spring.

5. In addition to these specific works there are a number of important works of renewal urgently required in the Park and which have been put off from year to year for want of the means necessary for their execution; for instance, the foot suspension bridge leading from "Riverside Ramble" to the Dufferin Islands has been several times reported by the superintendent to be in an unsafe condition, and it is now imperative that it be entirely renewed, or a more rigid form of structure substituted for it. The long line of cribwork carrying the "Lovers walk" along the waters edge of the inside channel of the Dufferin Islands, has also run its course and requires to be entirely renewed. There are also several minor works which should be taken in hand without further delay.

The Commissioners desire to emphasize the importance of these works and also the impossibility of their being proceeded with out of the ordinary reveenues of the Park. This will be apparent when it is stated that out of a possible annual revenue of about \$45,000 only some \$21,000 are available for the maintenance and improvement of the present system, including the Niagara Glen and Queenston Heights extensions, the balance being required to meet the coupon interest on the park debentures already issued to the amount of \$600,000. This indebtedness, however, bears but a small proportion to the great and constantly increasing value of the property as a provincial asset. The Commissioners have out of Bond issue and the revenue derived from the various franchises paid for all the properties taken into the Park system, and have also improved and maintained the property without making any call on the Provincial Treasury. If the works connected with the power franchise are proceeded with so that the revenue from this source may be permanently assured the Commissioners think that it will not be necessary to ask for provincial aid. In order, however, to obtain funds for the permanent improvements suggested, it is recommended that authority be granted for a new issue of debentures to the amount of \$25,000 bearing interest at three and one-half per cent per annum, payable half yearly, and maturing the same date as previous issues. This will provide for the following works:—

(1) For widening the River Road at the Clifton House.....	\$5,000
(2) For construction of a permanent roadway and pathways from the Restaurant to Cedar Island.....	10,000
(3) For the construction of permanent pathways in Niagara Glen.....	2,000
(4) For permanent improvements and additional pathways at Queenstown Heights Park.....	3,000
(5) For sundry permanent works in Niagara Falls Park....	5,000
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	\$25,000

The Commissioners would also recommend to the Government the desirability of acquiring a chain in width across those lots fronting on the river between Chippewa and Fort Erie where the patents have conveyed to the water's edge, in order to make continuous the chain reserve along the bank of the river, and also that provision be made for protecting the shore of the river from further erosion, where this can be done economi-

cally. The Commissioners recommend that the highway be widened where it has been unduly encroached upon by the waters of the river.

In their report for the year 1896 the Commissioners made reference to a number of petitions from municipal and other public representative bodies in the County, asking that the grounds around the ruins of old Fort Erie should be taken over from the Dominion Government, and improved and maintained, under the jurisdiction of the Commissioners, as a portion of the Niagara Falls Park system, and a report from the Superintendent of the Park was also submitted at the same time. On the occasion of the visit of the Commissioners in July the subject was again brought to their attention; and the great desirability of doing something to preserve this famous old battle ground from further desecration and of improving and maintaining it as a fitting southerly terminus to the general system was considered.

The Park Superintendent was instructed to prepare plans showing how the lands in question should be dealt with, and also to submit a supplementary report in explanation thereof for the consideration of the Board. This plan and report will be found in the appendix hereto, and the Commissioners respectfully reiterate the opinion expressed in their Eleventh Annual Report, "That it is clearly in the best interests of the park system that effect should be given to the recommendation of the municipal and other public bodies referred to, but that owing to the inadequacy of the funds at the disposal of the Commissioners to meet current engagements, the works proposed in the improvement of this additional territory could not be undertaken without substantial assistance from the Dominion or the Provincial Governments."

The condition of the roadway on the chain reserve along the upper reach of the river, or from Chippewa to Fort Erie, was, on the occasion of the general inspection in July, found to be so contracted and unsafe at some points from the erosion caused by the strong currents in the river, that the Superintendent of the Park was instructed to prepare a special report dealing with the subject, and submitting plans for its improvement. This report will be found in the appendix, and the Commissioners recommend that they be authorized to adopt remedial measures, on the lines suggested by the Superintendent, at the earliest possible moment.

Application was made during the year to the Commissions by the Queenston Heights Bridge Company for a site on which to construct the Canadian end of their projected International Suspension Bridge, by means of which it is proposed to make a trolley connection between the Niagara Falls Park and River Railway and George Railway on the American side of the river, and to afford facilities for vehicular travel as well. Seeing that the proposed bridge would facilitate the interchange of travel on both sides of the river and thus materially increase the number of visitors to the Queenston Heights Park, the Commissioners recommended that the Government grant the application of the Company.

The completion of a new steel arch bridge in place of the Clifton International Suspension structure, near the Clifton House, gave an opportunity for securing a greatly desired improvement to the roadway and to the landscape at this point. The facilities afforded by the new bridge are of the most modern and perfect character and the appointments are greatly in advance of the former bridge.

During the year the Commissioners have had under consideration the question of the development of a portion of the water power of the lower rapids of the Niagara for commercial purposes, and the services of Mr. John Kennedy, M. I. C. E., have been secured as a specialist to advise the Board on the subject. Mr. Kennedy has been engaged during the year in making a study of the peculiar conditions obtaining at several points in the Gorge, where it had been suggested that power plants might be placed, and he has submitted an interim report dealing with the question in some of its various aspects. The Commissioners hope the investigations may have so far matured that they will be placed in possession of all the salient features of the case in good season to deal intelligently and confidently with the subject in the early spring, and regret that they have not been in a position to do so at a much earlier date.

The following summary will show the receipts and expenditures for the year :—

RECEIPTS.

Rental from the Canadian Niagara Power Company, one year to first November, 1898.....	\$25,000 00
Rental from the Niagara Falls Park and River Railway Company, one year to 1st December, 1898	10,000 00
Rental from Messrs. Zybach & Co. for photo privileges, restaurant, etc	8,200 00
Rental from Maid of Mist Steamboat Company for season of 1898.....	300 00
Receipts from tolls at Dufferin Islands and Brock's Monument.....	1,453 55
Receipts from sales of old material, etc	84 97
Imperial Bank. Interest on balances.....	72 78
Imperial Bank. Overdraft Dec. 31st, 1898	729 71
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	\$45,841 01

EXPENDITURES.

Paid Imperial Bank overdraft on January 1st, 1898.....	\$428 51
Capital Account :	
Paid for permanent improvements including cost of material	\$3,320 60
Wages of mechanics and laborers.....	2,654 90
Land purchases and surveys.....	162 15
Miscellaneous, including legal expenses.....	500 81
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	\$6,638 46
Maintenance Account :	
Paid salaries and wages, including wages of laborers, teams, etc.....	12,428 46
Cost of materials	1,612 95
Office expenses, etc.....	162 33
Commissioners expenses, etc.....	193 40
Miscellaneous.....	118 61
Interest on Bank overdraft.....	136 79
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	\$14,652 54
Coupon interest on debentures and Bank charges thereon.	24,121 50
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	\$45,841 01

J. W. LANGMUIR,
Chairman.
GEORGE H. WILKES,
B. E. CHARLTON,
JAS. BAMPFIELD.

APPENDIX A.

ANNUAL REPORT OF THE PARK SUPERINTENDENT.

To the Commissioners of the Queen Victoria Niagara Falls Park :

GENTLEMEN,—I beg to submit my report of the works which have been undertaken and carried out in connection with the Niagara Falls Park system during the year ended December 31st, 1898.

GENERAL MAINTENANCE.

Owing to the unusually early opening up of spring, the general works required for the proper maintenance of the park system at Niagara Falls and Queenston Heights involved considerably more labor and attention this season than has been the case for some years past.

The work of reclaiming and improving unfinished portions of the Park system, which is being steadily carried on year by year, necessitates a correspondingly increasing amount of labor, in order that these newly reclaimed and developed spaces may be maintained in the same good order and condition as the older finished portions of the Park ; so that year by year the outlay required for maintenance must be correspondingly greater in order to provide for the increased area under development.

As it was found impracticable to make a larger appropriation for these necessary works this year, the best possible attention was given to keeping the walks, lawns and shrubberies in nice order throughout the season, and this has been accomplished in a manner to meet with the cordial approval of visitors generally.

DRIVEWAYS.

The work of keeping up the driveways was well attended to during the early part of the season, but owing to want of funds the claims of this important work had to be neglected for the balance of the season, and only the most needy portions received repairs in the Autumn.

A general renewal of the main road from Mowat Gate to Oedar Island and light repairs of the remainder are proposed early in the spring, when the travel is light and would not be so much interfered with as in mid summer.

For the front reach of the driveway, the present surface should be removed and a heavy topping of macadam thoroughly rolled to a hard and even surface by a steam roller. For the middle reach where the copious showers of spray from the Falls render the making or keeping of a proper road surface out of the question with the material at hand, permanent and waterproof drive and footways are urgently needed. This matter has been referred to from time to time in previous reports, but again I desire to emphasise the need of this work.

Doubtless the outlay required for this purpose would in the first instance be comparatively large ; but until this work is undertaken the comfort and convenience of all the visitors to the Park, who either drive or walk, and who without exception desire to contemplate the sublime spectacle afforded by a near view from Table Rock, must be contingent upon the vagaries of the wind and absence of spray, not only at the moment but for some time previously.

GRADING AND SURFACING.

As a considerable portion of the front section of the Park has but little soil overlying the rock formation, it has been found quite impracticable to maintain the sod in anything like a presentable condition in periods of drouth, and planting in such places was of course out of the question. This condition of things being most undesirable, especially near the chief entrance to the park, it was decided to apply a heavy coat of good soil over the shallow places, and this spring the area extending from the Superintendent's office to Inspiration Point was levelled up with good soil taken from the foot of the slope near the Murray Gate, rolled to an even surface and seeded down with good lawn grass. The balance of the ground east of the driveway and down to the Mowat Gate, it is proposed to dress early in the spring.

TREES AND SHRUBS.

Some very choice collections of shrubs, imported through a local nursery man, from reliable firms in France, were obtained and planted out in the spring. Some of these are complete collections of their various kinds as far as is known, and embrace lilacs of which we have now no fewer than 62 distinct varieties, weigelas, duetzas, hibiscuses, forsythias, coloneasters, spireas, ceanthuses, syringas, berberises and Tartarian honeysuckles. In addition to these complete collections, which have been set out in prominent places throughout the Park, especial attention being given to placing the more tender varieties in the most sheltered localities, a large variety of the best native growing flowering shrubs suitable to our conditions of soil and climate, which could be had in the country, were planted out forming a substantial addition to our stock of shrubs, and completing all the planting which it is intended should be done in some portions of the Park.

The passing of an act by the Government of Canada prohibiting the importation of all nursery stock from the United States, on account of the danger apprehended from the San Jose Scale, deprived us of a substantial addition to our stock of ornamental trees vines, etc., which had been ordered. As the embargo prevented the delivery of these ornamentals a collection of evergreens and hardy native trees was obtained instead, and set out so as to form plantations where desired, and intended chiefly for future effects.

CONSERVATORY.

The foundation and walls of the small conservatory which was begun in 1897, were completed this year, and a substantial furnace room, pump house and potting room erected. In addition a fernery and propagating house was added; and benches, hot water heating etc. supplied, which make the whole establishment very compact and efficient, although necessarily of quite small proportions.

The stock of plants which we have been able to obtain, is certainly not extensive; but through the good judgment of the chief gardener it is already very choice, and in some lines most complete; and the display affords a high degree of enjoyment to very many of our visitors.

CRIB-WORK PROTECTION.

The balance of the cribbing required to complete the protection of the long reach of main shore opposite the Dufferin Islands, was put in during the summer, and all danger from the action of the river upon the base of the high bank at this point is overcome. The filling of the cribs was, however, not completed for several reasons, and will require to be done in the spring.

The long walk which has been constructed upon the finished reach of this protection work, and known as Riverside Ramble, has been much appreciated by visitors during the summer. The beautiful weeping willows, which are stated on good authority to have been originally brought from St. Helena and which at some points embower the walk, throwing their handsome foliage high overhead while the branches droop with lithe and graceful form down to the water flowing swiftly below, especially attract attention.

ADDITIONAL SHELTER ACCOMMODATION.

For several seasons past the special facilities afforded to picnic parties in the Park have attracted large excursions from the cities and towns within easy railway distance of the Falls, and it became necessary to provide increased shelter accommodation for these in the district set apart as picnic grounds, in the event of rain storms or spray. After consideration the erection of a light pavilion of iron pipe framework, with ornamental canvas covering which could be removed during winter, was determined on. This was put up on the north side of the Murray street entrance and at the base of the hill, hard by the ball grounds, and formed a most attractive feature to many of the young people who utilize the space for dancing and other enjoyments.

SKATING POND.

During the winter months the ice on the large pond at the gravel pit, which is supplied with water piped from the river, was kept cleaned off and in condition for skating; and whenever the weather was favorable large numbers of young people from the vicinity of the Park and from the other side of the river as well, enjoyed this healthful recreation in the open air, on some occasions several hundreds being on the ice at the same time. At certain times hockey is allowed, and several interesting scratch matches were played by the citizens during the season. Skating was also indulged in on two of the other ponds in the Park—namely near Cedar Island and on the small ponds near the Mowat Gate.

VICTORIA PARKWAY.

Under the agreement made with the Commissioners in 1895, the Town of Niagara Falls re-surfaced nearly one and one-quarter miles of the Victoria Parkway, putting on a very heavy coating of macadam and thoroughly rolling and blinding the surface to a good hard finish. This work has put this important avenue to the Park in excellent condition, and its maintainance should be made much easier for a long time to come.

The iron fence along the edge of the cliff was thoroughly over hauled and repaired during the season, and some new supports put in.

WHIRLPOOL POINT.

Some additional filling in has been done at the Whirlpool Point, the material being borrowed from the bank near by. As this filling requires air and frost to mellow and sweeten it before it is fit for seeding and planting, nothing was attempted in this way this season, but the surface was plowed up and prepared for the spring when it is intended to set out a varied collection of trees and shrubs. A nicely gravelled pathway was made from the electric railway station to the point.

NIAGARA GLEN.

The pathways opening up the beauties of Niagara Glen to visitors were extended, and now reach along the whole front of the Glen from the Fisherman's Eddy to Gravelly Bay. This romantic portion of the Park system was visited by many during the summer, and its charming scenery much admired.

QUEENSTON HEIGHTS.

At Queenston Heights Park the walks leading down to the village were much improved. The stairways on either side of the electric railway crossing were entirely renewed, and made much more easy of ascent, and a new gravelled walk was constructed from the foot of the steps to the bluff overlooking King Street, where a Prospect platform

with suitable stairways was put in. A garden tile was also laid along the lower terrace of the heights to effectually drain off the springs which made this part of the grounds practically impassable in the winter or spring.

A great deal of cleaning up and thinning out has also been done along the face of the heights, and scope given to the development of young growth arbor vitas and for the introduction of deciduous trees, in order to secure a brightness to the landscape, which is not possible where the juniper tree monopolizes the ground.

The cutting away of the thick undergrowth in the grove, referred to in last report, has made this part of the grounds entirely accessible, and a grateful shelter is afforded to the visitor while enjoying the magnificent panorama obtainable from the heights.

The cleaning up of the grounds about the Oenotaph, marking the spot where General Brock fell, to which reference was made in last report, and the planting of suitable weeping and ornamental shade trees, have given very general satisfaction, more especially as the grounds were kept in an attractive condition during the season.

Late in the autumn work was begun upon the re-construction of the old Queenston and Lewiston Suspension Bridge which was first built in 1850, and destroyed a few years later. The opening up of this bridge with the roadway approaches, required for access to it by the traveling public, will necessitate the putting of the adjacent hillside, which has been long neglected, into better shape than at present. It is expected that the bridge will be open for traffic early in the season of 1899.

The whole respectfully submitted.

JAMES WILSON,
Superintendent.

NIAGARA FALLS, January 20th, 1899.

APPENDIX B.

LEASE OF WHARF PRIVILEGES TO MARCHMENT AND HASKINGS.

This Agreement made this eighteenth day of July, in the year of our Lord one thousand eight hundred and ninety-eight,

Between

The Commissioners for the Queen Victoria Niagara Falls Park ; Acting herein on their own behalf as well as on behalf and with the approval of the Government of the Province of Ontario, and hereinafter called the Commissioners of the First Part.

And

Samuel W. Marchment and George Haskings of the City of Toronto, Shippers, herein-after called the Contractors of the Second Part.

The Contractors, in the covenants, provisoes and stipulations by them hereinafter provided Covenant jointly for themselves, their heirs, executors and administrators and each of them doth hereby severally for himself, his heirs, executors and administrators covenant, promise and agree to and with the Commissioners in respect of the several matters in and by these presents set forth.

Whereas the Niagara Township Farmers and Fruit Growers Association have petitioned that in order to provide for cheaper and better transportation of the fruit and produce of their district it is necessary to have further wharf accommodation along the Niagara River and did pray that permission to build a wharf in front of parts of Lot Number Sixteen and Lot Number Seventeen of the Township of Niagara, on the said river be granted to the Contractors above described, and Whereas the Commissioners are prepared to grant to the Contractors, in furtherance of the above objects, permission to build a wharf (and an approach or access thereto) and to hold and occupy as hereinafter provided.

And whereas the Contractors, have acquired from the owners of certain parts of said lot number sixteen in the said Township of Niagara, rights to construct a road allowance from the Niagara River Road down the hill to the Niagara River for the purpose of conveying merchandise to and from the wharf, by virtue of Two certain Instruments Numbers 3632 and 3633 registered in the Registry Office for the County of Lincoln, in Book A., for the Township of Niagara, on the seventeenth day of June, one thousand eight hundred and ninety-eight.

Now therefore this agreement witnesseth that in consideration of the rents, covenants and conditions hereinafter contained and set forth, the Commissioners license and permit Samuel W. Marchment and George Haskings, hereinbefore and hereinafter described as the Contractors, their executors, administrators and assigns, to enter upon, possess and occupy so much of the lands hereinafter mentioned and described as necessary to use and occupy for the purpose of building a wharf and approach thereto, namely :—

(1) That part of the lands lying along the bank of the Niagara River, in the Township of Niagara, and County of Lincoln, in front of lot number sixteen and lot number seventeen of the said Township of Niagara, comprised in the new roadway constructed in April 1898, to connect the waters edge of the Niagara River, at a point opposite the division line between said lots sixteen and seventeen with the highway between Niagara and Queenston, at a point about 475 feet southerly from where the said division line intersects the said highway.

(2) That part of the bed of the Niagara River or the accretion to the Bank of the River formed in what may have been foreshore or bed of the Niagara River, opposite to lots sixteen and seventeen covered or to be covered by a wharf about to be built, from the foot of the new roadway described in Parcel (1) to navigable waters. The said wharf to have at its eastern extremity a cross section of about 130 feet in length by 22 feet in width and the approach thereto.

To have and to hold the same to the said Samuel W. Marchmont and George Haskings, their executors administrators and assigns for the period of ten years from the date hereof and thereafter during the pleasure of the Commissioners. That such tenure is upon the express condition that the works and wharf to be built upon the lands and premises hereby licensed to be used and occupied by the Contractors shall be for the purposes of a fruit business or other commercial business of like character or incidental to the needs of the ordinary fruit grower or farmer of the neighborhood.

And it is further understood and agreed that the adaptation or enlargement of the works or wharf aforesaid for the use or intended use of any larger commercial business of wharfinger or forwarder except as aforesaid or for the location of a Railway or Electric Railway or for any such purposes shall by the very act or acts of adaptation or enlargement, be a forfeiture of the Tenure under these presents.

And on the Commissioners assuming possession of the lands and premises hereby licensed to be used and occupied, or the appurtenances thereto, in consequence of such forfeiture by such act of adaptation or enlargement, neither the said Samuel W. Marchmont and George Haskings, their executors, administrators or assigns nor any person or persons claiming through or under them, shall be entitled to ask, demand or receive any compensation or damages in the premises, whatsoever, from the Commissioners, or from the Government of Ontario, or any Minister, Officer, Servant or Agent thereof. Such forfeiture shall not be considered as occurring until after one month's notice in writing of their action complained of shall have been served upon the Contractors by the Commissioners, and the failure of the Contractors to remedy the grievance within that time.

And these Presents are further subject to the reservation that during the period of use and occupation hereby licensed, either during the existence of the period of ten years limitation, or at any time hereafter while the Contractors shall be in the enjoyment of the occupation under the said license, the Commissioners may at any time build or authorise to be built an esplanade road or carriage way or Electric, Steam or other Railway or means of communication across the Roadway or approach to the wharf by the Contractors building or intending to build, without remuneration to the Contractors, such crossing not to interfere with the utility of the Roadway or approach to the wharf for the purposes of the Contractors business to be used in accordance with these presents.

Provided always and these presents are upon and subject to the several stipulations, provisos and conditions hereinafter expressed and contained, that is to say:—

That the Contractors shall pay or cause to be paid to the Commissioners, or to such person as may be authorised to receive the same, the yearly rental of One dollar of lawful money of Canada for the same for each and every year that the said lands shall be so occupied as aforesaid, the first of such payments to become due and be made on the First day of June in the year one thousand eight hundred and ninety-nine.

That the said Contractors shall not at any time or times during the continuance of this licence assign or sublet the said lands and premises or any part thereof or their use and occupation without the consent of the Commissioners evidenced in writing and executed under their Corporate Seal, being first had and obtained nor do or suffer to be done or committed by others any manner of waste, spoil or destruction to or upon the said lands and premises nor carry on or allow to be carried on any noisome or offensive trade or business whatsoever.

Provided nevertheless that upon the expiration or other determination for any cause of the said period of ten years the Commissioners shall resume possession of the said lands or any part thereof so licensed to be used and occupied as aforesaid, the Contractors

shall have the right within the period of three months of the expiration or determination of the said period of ten years or from the time of the Commissioners having given notice to the Contractors their executors, administrators or assigns of such resumption of possession after such termination or expiration as aforesaid to remove from the said lands and premises if the navigation be then open or within six months if the navigation be not open, or to any period not less than the foregoing, as the Commissioners may determine, any property or wharf or works which they may have placed thereon or adjacent or appurtenant thereto; but the right hereby conferred to the Contractors to remove such property, wharf or works as aforesaid shall not in any way affect the possession of the Commissioners after the termination or expiration of the said period of ten years or other termination of the said license by the Commissioners or restrict their right to enter upon and use the said lands and premises for any purpose, but doing no unnecessary damage to the property, wharf or works, during the period hereby allowed to the Contractors to remove the same.

And it is hereby further covenanted by the Contractors as aforesaid with the Commissioners, that the Contractors will during the period of their occupation pay all taxes, rates and assessments whatsoever, whether Municipal, Parliamentary or otherwise now charged or hereafter to be charged upon the premises hereby licensed to be used and occupied by the Contractors, or upon the works or wharf to be thereon erected or adjacent thereto.

And it is further expressly provided that if during the enjoyment by the Contractors of the license or occupation hereby secured or permitted to them by these presents, that the Owners of Lot Sixteen shall put an end to the user by the Contractors of the Roadway, described in the hereinbefore recited Instruments as registered, the Commissioners shall not be required to provide any other Roadway for access by the Contractors to the said wharf or premises by the Commissioners licensed to the Contractors by these presents.

The Covenants and Agreements by any party hereto, in these presents contained are not to be construed as expressing or implying any Covenants for title or quiet possession.

In witness whereof the parties hereto have hereunto set their hands and seals.

Signed, sealed and delivered in the presence of

As to execution by Samuel W. Marchment, and Geo. Haskings,
V. T. WEST.

(Sgd.) SAMUEL W. MARCHMENT, (Seal.)
(Sgd.) GEO. HASKINGS, (Seal.)
J. W. LANGMUIR,
(Seal.) Chairman.

APPENDIX C.

LEASE OF WHARF PRIVILEGES TO CAPTAIN JAS. SHEPPARD.

This agreement made this twenty-second day of July, in the year of Our Lord one thousand eight hundred and ninety-eight,

Between

The Commissioners for the Queen Victoria Niagara Falls Park, acting herein on their own behalf as well as on behalf and with the approval of the Government of the Province of Ontario, and hereinafter called "the Commissioners," of the First Part.

And

James Sheppard, of the Township of Niagara, fruit grower, hereinafter called the Contractor of the second part.

The Contractor in the Covenants, provisoes and stipulations by him hereinafter provided, covenants for himself, his heirs, executors and administrators to and with the Commissioners, in respect of the several matters in and by these presents set forth.

Whereas the Niagara Township Farmers and Fruit Growers find that in order to provide for cheaper and better transportation of the fruit and produce of their district it is necessary to have further wharf accommodation, and as the above mentioned contractor has applied for permission to repair the old wharf, known as the "Deep Hollow" wharf, in front of lot six in the Township of Niagara, and whereas the Commissioners are prepared to grant the Contractor in furtherance of the above mentioned object permission to repair the old wharf above mentioned and to hold and occupy the same as hereinafter provided.

Now therefore this agreement witnesseth that in consideration of the rents, covenants and conditions hereinafter contained and set forth, the Commissioners license and permit James Sheppard, hereinbefore and hereinafter described as the Contractor, his executors, administrators and assigns to enter upon, possess and occupy as much of the lands hereinafter mentioned and described as necessary to use and occupy for the purpose of building a wharf and approach thereto, namely:—

That part of the lands lying along the bank of the Niagara River, in the Township of Niagara, and County of Lincoln, in front of lot six of the said Township of Niagara, comprising the remains of the old wharf and approaches thereto, and commencing at the north side of the creek running down the deep hollow ravine and extending two hundred and fifty feet along the shores of the Niagara River, and extending outward into the said river to navigable water.

To have and to hold the same to the said James Sheppard, his executors, administrators and assigns for the period of ten years from the date thereof, and thereafter during the pleasure of the Commissioners, that such tenure be upon the express condition that the works and wharf to be built upon the lands and premises thereby licensed to be used and occupied by the Contractor shall be for the purpose of a fruit business or other commercial business of like character or incidental to the needs of the ordinary fruit grower and farmer of the neighborhood.

And it is further understood and agreed that the adaptation or enlargement of the works or wharf aforesaid for the use or intended use of any larger commercial business of wharfinger or forwarder except as aforesaid, or for the location of a railway or electric

railway, or for any such purpose shall by the very act or acts of adaptation or enlargement be a forfeiture of the terms under these presents

And on the Commissioners assuming possession of the lands and premises hereby licensed to be used and occupied, or the appurtenances thereto, in consequence of such forfeiture by such act or acts of adaptation or enlargement, neither James Sheppard, his executors, administrators or assigns, nor any person or persons claiming through or under him shall be entitled to ask, demand or receive, any compensation or damages in the premises, whatsoever, from the Commissioners, or from the Government of Ontario, or any minister, officer, servant, or agent thereof. Such forfeiture shall not be considered as occurring until after one month's notice in writing of his or their action complained of shall have been served upon the Contractor by the Commissioners, and the failure of the Contractor to remedy the grievance within that time.

And these presents are further subject to the reservation that during the period of use and occupation hereby licensed, either during the existence of the period of ten years limitation, or at any other time hereafter while the Contractor shall be in the enjoyment of occupation under the said license, the Commissioners may at any time build or authorize to be built an esplanade road or carriage way, or electric, steam or other railway, or means of communication across the roadway or approach to the wharf by the Contractor building or intended to be built without remuneration to the Contractor, such crossing not to interfere with the utility of the roadway or approach to the wharf for the purposes of the Contractor's business to be used in accordance with these presents.

Provided always and these presents are upon and subject to the several stipulations, provisoes, and conditions hereinafter expressed and contained, that is to say :

That the Contractor shall pay or cause to be paid to the Commissioners, or to such person as may be authorized to receive the same the yearly rental of one dollar of lawful money of Canada for the same for each and every year that the said lands shall be occupied as aforesaid, the first of such payments to become due and to be made on the first day of August in the year one thousand eight hundred and ninety-nine.

That the said Contractor shall not at any time or times during the continuance of this license assign or sublet the said lands and premises or any part thereof, or their use and occupation without the consent of the Commissioners evidenced in writing and executed under their corporate seal being first had and obtained nor do or suffer to be done or committed by others any manner of waste, spoil or destruction to or upon the said lands and premises, nor carry on or allow to be carried on any noisome or offensive trade or business, whatsoever, such business whether noisome or offensive shall be determined to be so by the Commissioners only.

Provided nevertheless that upon the expiration or other determination for any cause of the said period of ten years, or at any time after the expiration of the said period of ten years, the Commissioners shall resume possession of the said lands or any part thereof so licensed to be used and occupied as aforesaid, the Contractor shall have the right within the period of three months of the expiration or determination of the said period of ten years, or from the time of the said Commissioners having given notice to the Contractor, his executors, administrators or assigns of such resumption of possession after such determination or expiration as aforesaid, to remove from the said lands and premises if the navigation be then open, or within six months if the navigation be not open, or to any period not less than the foregoing as the Commissioners may determine, any property or wharf or works which they may have placed thereon or adjacent or appurtenant thereto ; but the right hereby conferred to the Contractor to remove such property, wharf or works as aforesaid shall not in any way affect the possession of the Commissioners after the termination or expiration of the said period of ten years, or other termination of the said license by the Commissioners ; or restrict their right to enter upon and use the said lands and premises for any purposes, but doing no unnecessary damage to the property, wharf or works during the period hereby allowed the Contractor to remove the same.

And it is hereby further covenanted by the Contractor as aforesaid with the Commissioners, that the Contractor will during the period of occupation pay all taxes, rates

and assessments whatsoever, whether municipal, parliamentary or otherwise now charged or hereafter to be charged upon the premises hereby licensed to be used and occupied by the Contractor, or upon the works and wharf to be thereon erected or adjacent thereto.

And it is hereby expressly provided that if during the enjoyment by the Contractor of the license or occupation hereby secured or permitted to him by these presents, the Contractor shall in any way be deprived of the uses or access now in existence from the Queenston and Niagara road, the Commissioners shall not be required to provide any other roadway for access by the Contractor to the said wharf or premises.

The covenants and agreements by any party hereto, in these presents contained, are not to be construed as expressing or implying any covenants for title or quiet possession.

In witness whereof the parties hereto have hereunto set their hands and seals.

Signed and sealed and delivered
in presence of
JAMES WILSON.

Sgd. JAMES SHEPPARD. (Seal)
Sgd. J. W. LANGMUIR, (Seal)
Chairman.

APPENDIX D.

LEASE OF WHARF PRIVILEGES, ETC., TO MAID OF THE MIST STEAM-BOAT COMPANY.

This indenture made the eighteenth day of July, in the year of Our Lord one thousand eight hundred and ninety-eight, in pursuance of the Act respecting short forms of Leases !

Between

The Commissioners of the Queen Victoria Niagara Falls Park, hereinafter called "The Commissioners," The Lessors of the First Part,

And

The Maid of the Mist Steamboat Company, a corporation duly incorporated under the Laws of the State of New York, the Certificate of Incorporation whereof is filed and recorded in the office of the Secretary of State at the City of Albany, on the 20th day of February, 1892, hereinafter called "The Company." The Lessees of the Second Part.

Witnesseth that in consideration of the yearly rents, covenants and conditions hereinafter reserved and contained on the part of the said Company, their successors and assigns, to be paid, observed and performed they the said Commissioners have demised and leased and by these presents do demise and lease unto the said Company, their successors and assigns all those parcels of land within the Queen Victoria Niagara Falls Park and in the Town of Niagara Falls, and Province of Ontario, whereon are built and erected and form part of the Freehold, being the wharves, marine railways and buildings, marked A, B, C, D, E, F, G and H, on the plan hereto annexed, and including the winter storage of vessels, together with the right of ingress and egress to and from the lands and property hereby demised.

Together with all the rights, members and appurtenances whatsoever to the said lands and premises belonging or appertaining ; to have and to hold the said hereby demised premises, for and during the term of three years, to be computed from the first day of January, one thousand eight hundred and ninety-eight, and from thenceforth next ensuing and fully to be complete and ended.

Yielding and paying therefor yearly and every year during the term hereby granted, unto the said Commissioners their successors or assigns, the sum of Three hundred dollars of lawful money of Canada, on the first day of June in each and every year during the continuance of said term : The first payment to be made on the first day of June A.D. 1898, and the last payment on the thirty-first day of December nineteen hundred and one.

The said Company hereby covenant and agree with the said Commissioners that in consideration of the premises and of the leasing and letting by the said Commissioners to the said Company of the lands above named for the term hereby created (and it is upon that express understanding that these presents are entered into) that, notwithstanding anything contained in section thirty of chapter one hundred and seventy of the Revised Statutes of Ontario, 1897, or in any other section of said Act, that none of the goods or chattels of the said Company at any time during the continuance of the term hereby created on said demised premises, shall be exempt from levy by distress for rent in arrears by said Company as provided for by said section of the said Act above named, and upon any claim being made by the said Commissioners this covenant and agreement may be pleaded as an estoppel against said Company in any action brought to test the right to the levying upon any such goods as are named as exempted in said section. Said

company waiving as they hereby do, all and every benefit that could or might have accrued to them under and by virtue of the said section of the said Act, but for the above covenant.

And the said Company for themselves, their successors and assigns, hereby covenant with the said Commissioners their successors and assigns, to pay rent, and to pay taxes and to repair (reasonable wear and tear and damage by fire and lightning and tempest only excepted); And that the said Commissioners may enter and view state of repair. And that the said company will repair according to notice (except as aforesaid); and will not assign or sublet without leave; And will not carry on any business but that incidental to Ferry Landing and Excursion business, and not any restaurant, curiosity or photograph or any other business that shall be deemed by the Commissioners to be an annoyance or nuisance on said premises, or by which the insurance on said premises will be increased: And that they will leave the premises in good repair.

And also that if the term hereby granted shall be at any time seized in execution or in attachment, by any Creditor of the said Company, or if the said Company shall make any assignment for the benefit of Creditors, or becoming bankrupt or insolvent debtors, the then current year's rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

Proviso for re-entry by the said Commissioners on non-payment of rent, or on non-performance of Covenants, or seizure or forfeiture of the said term for any of the causes aforesaid.

The said Commissioners Covenant with the said Company for quiet enjoyment.

The said Company hereby covenants to keep in a good state of repair continuously, the roadway leading down from the highway at the point of crossing at the Niagara Falls Park and River Railway tracks, to the landing, and maintain the same in good serviceable condition and order during the continuance of this lease, subject to the inspection and in accordance with the directions of the Commissioners.

The said Company hereby covenants to remove within ten days the coal sheds and chicken coops now on the premises demised and situated opposite to the dwelling house lettered (H) and erect a verandah on the West side of said dwelling house with lattice work.

The said Company hereby covenants to widen the roadway at this point opposite and near the spot marked by letter (H) where designated by the said Commissioners.

The said Company covenants to tightly and closely face up the old wharf marked (A) on the plan with close planking.

The said Company covenants to neatly lattice the base of the dining and store rooms lettered respectively (E and F) on said plan, and to plant vines to screen these and the buildings lettered (E, F, G, and H) on said plan with foliage.

The said Company also covenants to keep the premises demised in a neat and tidy condition during the continuance of the term demised.

In witness whereof the parties above named have affixed their respective Corporate Seals, on the day and year first above mentioned.

Witness,
P. P. PFOHL.

(Sgd.) HANS NIELSON,
President.
FRANK LE BLOND,
Secretary.
J. W. LANGMUIR,
Chairman.
Seal of Com'rs.

APPENDIX E

REPORT ON THE CHAIN RESERVE IN FRONT OF THE TOWNSHIPS OF WILLOUGHBY AND BERTIE

J. W. LANGMUIR, ESQ.,
Chairman.

DEAR SIR:—In accordance with the instructions of the Board I have to make the following report upon the present status of the lands owned by the Commissioners along the West bank of the Niagara River, extending southwards from the Village of Chippawa to the Village of Fort Erie.

On the 28th July 1893, I submitted a general report on the chain reserve from Lake Erie to Lake Ontario, and covering all the frontage then vested in the Commissioners. That report of course included the part of the reserve now under consideration, and described the condition of the property as then existing and the whole was embodied in the annual report of the Commissioners for the year 1895. It may, however, not be amiss to go over the ground again, in order to emphasise the several features to which attention is especially desired and to deal with the subject more in detail.

The title to all the lands now under consideration were granted to the Commissioners by patent from the Crown, dated 26th October, 1891. They are described "as all the strips of land which lie along the bank of the Niagara River extending from the Garrison Road in the Village of Fort Erie to and including lot number 22 in the second concession of Willoughby, lying between those portions of lots heretofore granted by Letters Patent from the Crown and the Niagara River."

Out of a total of sixty patents granted for the farm lots fronting on the River in the two townships, forty-nine contained a specific reserve of a strip one chain in width along the water's edge and eleven did not; in other words out of a total length of nearly sixteen miles which the patent to the Commissioners embraced, the frontage is conveyed for a distance of about $13\frac{3}{8}$ miles and the balance of $2\frac{5}{8}$ miles was not conveyed—nearly all this balance being in the Township of Willoughby.

The accompanying map shows in green color the lands which have been vested by patent in the Commissioners. Should it be desired to complete the ownership to the frontage, the acquiring of the strips of land tinted in pink on the map would be necessary.

A highway or travelled road extends along the shore the whole of the way from Chippawa to Fort Erie, and is the chief means of travel from one point to another; but, unfortunately, the erosive action of the waters of the river has cut deeply into the clay bank in many places, and it is even claimed that at several places the erosion has eaten away not only the whole of the chain in width originally reserved, but has actually encroached on the adjoining lands, necessitating the moving back of the fence from time to time, in order to provide room for the highway or travelled road. But this as it may be the present condition of the road is in some places exceedingly narrow and positively dangerous to traffic, and the erosive action of the river under the influence of storms or passing steamers is too obviously the cause to permit of any doubt as to its agency in the premises.

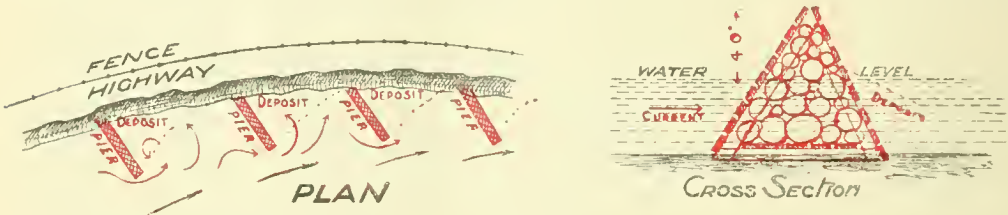
The adjoining proprietors, alarmed at the destruction continually threatening their property, have in numerous instances taken active measures to lessen the inroads of the water. Chief among the means adopted has been the planting of willow trees whose roots, if they attain to maturity, form a good barrier against wave action; while others have built rough stone rip-rap along the bank at the general level of the water. Others again have gone to very considerable expense and used both stone and willow protection, and in all cases with a certain degree of success. Owing, however, to the comparatively limited nature of the protective works anywhere attempted, and to the varying level of the water, which sometimes rises several feet and attacks the clay bank above the rip-rap,

none of these relief measures are wholly effective ; and the destructive work is still going on in a greater or lesser degree—a fact which is very apparent from the discoloration of the river after every storm.

There would seem to be no possible question as to the desirability of taking early measures to cope with the destruction which is going on, and presumably the chief difficulties in the way are of a financial nature.

Upon a careful examination of the problem, I am of the opinion that any scheme for saving the shore of the river from further damage, which would be at once effective and permanent, cannot be devised or put in practice without going to considerable expense ; and I have to recommend that a test be made of a tentative plan, which while the least expensive that I can suggest, would be likely to afford all the protection that is needed, and at the same time have a large degree of permanency.

What is proposed is a series of timber breakwaters or light piers, triangular in cross section, made wholly of planking well spiked together, and loaded down with stone. These breakwaters to be placed at intervals of say 35 to 40 yards, and to be inclined at such an angle with the shore as will best tend to break the action of the waves and divert the current, so as to cause a permanent deposit of the sand and gravel, which is constantly being carried along by the current, on the down stream side of each of those obstructions



These breakwaters should stand at least four feet above the summer level of the water, and reach far enough out into the stream to secure against the scouring of the bottom to a depth of four or five feet of water. The construction of the system of protection proposed will be sufficiently elastic for the varying conditions to be met with in the contour of the bottom, while the material will be easily handled and the labor of the least expensive kind. All the timber and stone required can be brought to the work by water carriage. To afford protection to the most needy places, probably not less than 5,000 yards of shore line should have early attention ; and ultimately it will doubtless be found necessary to materially increase this length. For the first year, however, and until the efficacy of the system recommended is fully established, the construction of ten or a dozen of these breakwaters at several of the most needy points—thus affording protection to reaches of say 400 or 500 lineal yards of the shore—would be ample, and the outlay involved would probably not exceed \$1,500 for each reach protected.

In addition to the work of protecting the shore it will be necessary to acquire additional lands to widen the existing highway in order to make a suitable boulevard between the Park at Niagara Falls and the reserve lands around the old fortifications at Fort Erie and it certainly would be most desirable at the same time to secure a width sufficient for the purposes of an electric railway, which sooner or latter will be required to connect the Niagara Falls Park and River Railway with the Villages of Bridgeburg and Fort Erie, and especially with the City of Buffalo.

Under the agreement made with the Park and River Railway in 1894, provision has been made for a new roadway 60 feet in width to run along side and immediately west of the reserved lands from Chippawa Village as far as Slater's Dock, the present terminus of the electric road. The new roadway for about one-half of this distance has been opened up. The land for the balance has not yet been acquired ; but when completed this portion of the highway, about 1½ miles, will be amply provided for—including all the width required for electric railway purposes.

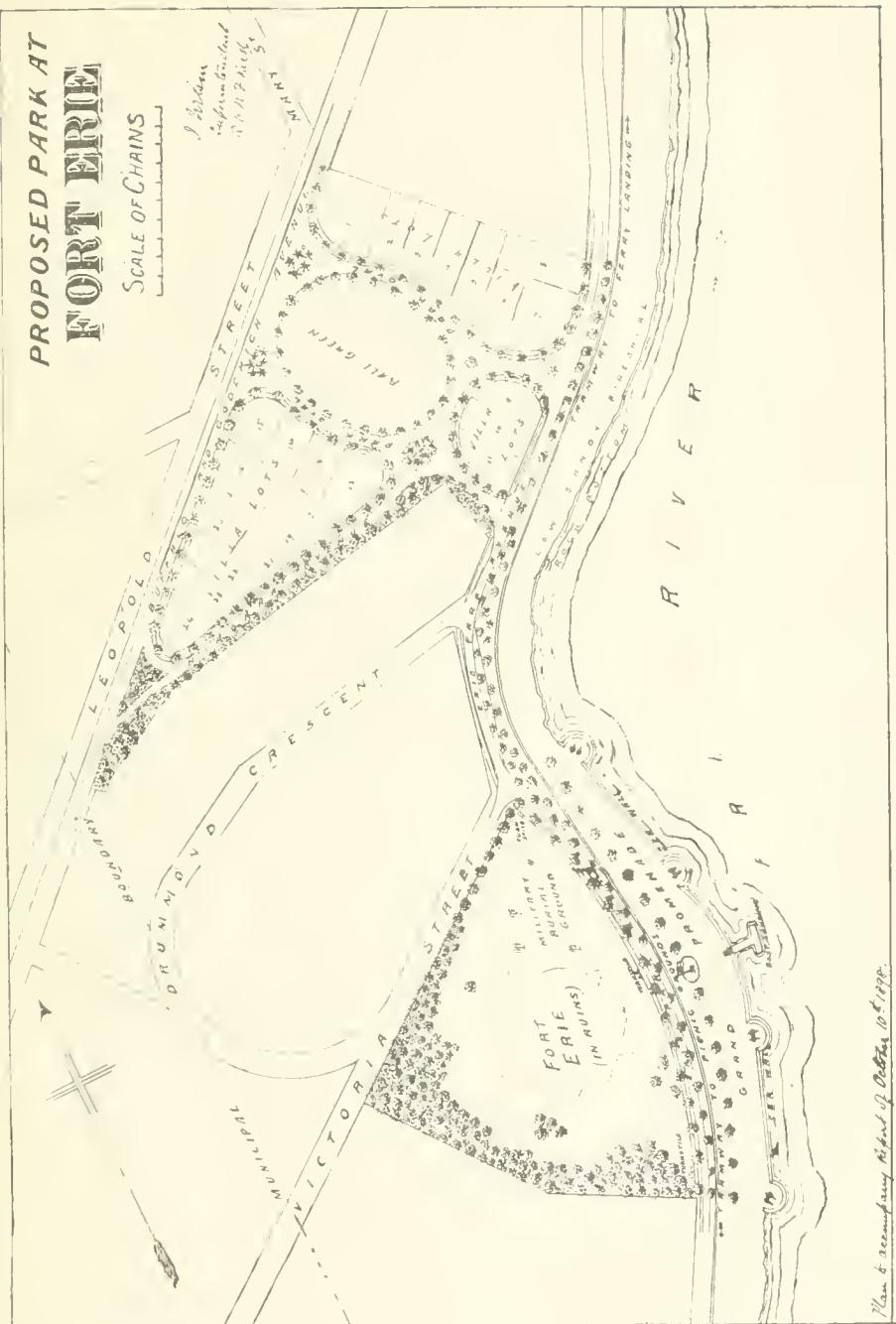
PROPOSED PARK AT

FORT ERIE

SCALE OF CHAINS



J. B. Brown
Superintendent
W. H. P. Nichols



Plan & accompanying Report of October 10th 1898.

From Slater's Dock to Black Creek—say $5\frac{1}{2}$ miles—the average width of the present highway is 39 feet, but this is reduced in many places to not much over 20 feet, a space wholly inadequate for a carriage way, side path and ditch.

Between Black Creek and the Village limits of Bridgeburg, a distance of $6\frac{3}{4}$ miles, the present width of roadway averages 28 feet, but there are numerous places where there is not over 12 feet, and in some spots this is reduced to only 9 feet between the fence line and the top of the steep bank, which in some of the narrowest places is almost perpendicular. The greatest erosion seems to be taking place on this portion of the road, the clay banks in several places presenting a raw appearance as in a newly excavated cellar. At some points in this section the road widens out to 60 feet or more; and near the township line there is an accretion to the roadway for a distance of about $\frac{5}{8}$ of a mile and varying from 50 to 400 feet in width, comprising an area of nearly 20 acres.

In front of the Village of Bridgeburg (about one mile in length) the width of the road varies considerably, the minimum being about 26 feet. It will not be necessary to widen the road over the greater part of this distance, except by filling in on the river side in some places. There are numerous buildings and garden plots which it would be difficult to disturb, and on the river side also there are obstructions, such as boat houses, wharves, etc. which in some cases would require to be altered before a proper roadway could be built. Through the Village of Fort Erie which adjoins Bridgeburg on the south, there is sufficient width for all purposes, although there are several encroachments on the reserve. In this municipality there has been no encroachment by the river, but at the south end a considerable accretion has been made, and the land so formed has been from time to time disposed of by the Dominion and Ontario Governments.

In view of the possible demand for electric railway purposes, it would not be advisable to provide a lesser width of roadway than the standard chain of sixty-six feet on the level, and in cases where the bank of the river is deeply cut into this distance may have to be increased in order to admit of an easy slope being given to the shore. In order to afford this width, strips of land of varying width would require to be purchased from the proprietors of lands adjoining the river aggregating a total of some 50 acres.

The cost of purchasing these narrow strips of land would, doubtless, be in excess of the value of farm land adjoining; but as the making of a good parkway connecting the Park at Niagara Falls with the projected Park at Fort Erie, and the possible construction of an electric railway connection between Buffalo and the Falls would greatly enhance the value of the whole frontage, I am of the opinion that the majority of the proprietors would deem this a compensation in part for the lands taken.

It seems to me that a work of this nature should have the cordial support, financial and otherwise, of the municipalities through which the road passes; and that an effort should be made to enlist their co-operation when the time for action arrives.

The whole respectfully submitted,

(Sgd.) JAMES WILSON,
Superintendent.

Niagara Falls, Oct. 10, 1898.

APPENDIX F.

SUPPLEMENTARY REPORT ON THE PROPOSED PARK AT FORT ERIE.

J. W. LANGMUIR, ESQ.,
Chairman.

DEAR SIR :—In accordance with the instructions contained in the minute of the Board dated July 3rd, 1898, I beg to submit the following supplementary report on the proposal to take over the ordnance lands at Fort Erie, and to improve and maintain them as part of the general park system.

As noted in my report of date August 25th, 1896, the following lands are still vested in the Dominion Government, viz :—

- (a) The grounds comprised in the reserve about the old Fort Erie.
- (b) The lands used as station grounds of the Buffalo and Goderich Railway prior to the building of the International Bridge, but abandoned for railway purposes in 1873.
- (c) Sundry village lots at one time disposed of by the Government, which have been abandoned by the purchasers and have reverted to the Crown.
- (d) The highway along the river fronting a'l these several properties.

Of these several parcels of land the two first mentioned are suitable for development and park areas ; but after careful examination I am still of the opinion that the best use which could be made of parcel (b) would be to borrow from it sufficient material to complete the development of the foreshore lying in front of the grounds of the old Fort, according to the scheme outlined in the plan attached hereto ; and afterwards to divide it up into villa lots with graceful, well planted avenues and shrubberies, reserving however ample space in which to lay out a play ground and ball green, of generous dimensions, as an adjunct of the park for the perpetual use of the citizens.

On an examination of the map submitted herewith, it will be observed that it is proposed to give the old Fort grounds a substantial back ground of forest trees of irregular outline, but so laid out as not to encroach unduly upon the remains of the earthworks forming the outer defence of the fortifications.

The northerly corner of the ground being the position which was chiefly used as a military burying ground during the war of 1812 14, and where so many brave men lie buried, it is proposed to keep intact, only planting a few trees of weeping habit in vacant spots, to define the character of the place, and in order to preserve and perpetuate this lonely "God's acre" with something like Christian respect.

The present roadway in front is of the most primitive kind, and requires to be made into a good well-rolled macadamized road, properly graded and aligned, the ground on either side being levelled and surfaced with good soil and seeded down with lawn grass, with a row of suitable indigenous forest trees on either side following the general direction and grade of the road ; and at a convenient distance therefrom a gravel pathway is proposed, suitable for bicycles or pedestrians, and extending across the whole of the frontage a distance of about 500 yards.

As all these grounds are at present used simply as a commons, where cattle roam at will, and in which it would not be possible to preserve young trees or shrubs from injury, it is proposed to fence in the property, the front having ornamentally turned and painted cedar posts and twisted galvanized steel wire fencing, so placed as to prevent the entrance of hogs or cattle.

As the surface of the ground outside the fortifications is in places very broken and rough, it is proposed to even it off, so that all the space to be left unforested may be kept well mowed and free from weeds, the slopes of the earth works being attended to by hand.

It is not proposed to construct any pathway through the grounds, it being preferable that free access shall be had to all points over the surface of the sod.

The walls of the Fort which remain standing it is proposed to cover with creepers of various kinds ; but it is not proposed to make any repairs or replace any of the stones which have from time to time been thrown down.

None of the graves are now marked by head boards or stone monuments. The exact location of the burial place of even the officers who fell in the engagements has now been forgotten ; and in fact it is not easy to trace the burial plots in any parts of the grounds, or to realize that many hundreds of soldiers—British and American—lie beneath the sod at this place. The grounds therefore do not present any of the appearances of a cemetery ; and while nothing should be done to revive or restore that character to the place, yet it may be considered advisable to erect at some future day a memorial cairn or some simple form of monument by which to tell succeeding generations of the stormy events and the great sacrifices of life and treasure made at this historic spot in the war of 1812-14.

In respect to the best mode of treatment to be given the fore-shore in order to make it harmonize with the reserve about the Fort, there is, in my opinion, but one means to accomplish this in a manner at all worthy of the situation, and that is to take out of the shallow bed of the river and from the shore between low and high watermark, sufficient stone to construct a substantial sea wall across the whole of the front, and to fill up behind this with soil, so as to form a grand promenade with trees and shrubbery background. The wall could be ornamented with a rustic stone revetment and be equipped with ordnance of the time the Fort was constructed by the British and American armies.

This work would of necessity be somewhat costly ; but if the principle and design are approved of, its construction need not be undertaken until funds are available for it, as the development of the grounds about the Fort can be gone on with quite independently.

The former railway station grounds, comprising some 25 acres in a triangular form and abutting on the old road bed by which the railway approached the water front in the Village, I have shown laid out into villa lots of commercial size. The old roadbed has been acquired by the Village for a street, and forms the chief route by which travel seeks the shore of Lake Erie west of the Erie Park.

From this land a considerable quantity of filling could be taken with advantage, and this could be utilized in making up the grand promenade before alluded to, as well as filling some low spots at the north-east corner of the plot. In order to provide a more graceful driveway between this plot and the Fort Erie park, a corner of land lying between it and the lake shore drive, of little present value, has been taken in, and affords a better arrangement of both drives and villa lots. The scheme outlined on the plan is of course tentative, and it may be found desirable to make some changes therein ; but from this it can be seen how advantageously the land will divide up into desirable locations for either summer or winter homes.

The ball grounds shown are of an oval shape, 200 yards in its longest diameter and 150 yards in its greatest breadth. This size will admit of one end being kept for lawn tennis and croquet grounds—abundance of space being left for base-ball and other games.

Doubtless the laying out and planting of this parcel, and the draining, levelling and surfacing of the ball ground will require to be taken in hand before the villa lots can with advantage be disposed of ; but in all probability the sale of the lots will ultimately more than recompense the outlay involved, and possibly yield a substantial moiety of the cost of maintaining the Park.

The whole respectfully submitted,
(Sgd.) JAMES WILSON,
Superintendent.

Q V. N. F. Park, Niagara Falls, October 10th, 1898.

