

TWENTY-EIGHTH ANNUAL REPORT

OF THE

COMMISSIONERS

FOR THE

Queen Victoria Niagara Falls Park

1913

PRINTED BY ORDER OF
THE LEGISLATIVE ASSEMBLY OF ONTARIO



TORONTO :

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COMMISSIONERS FOR THE QUEEN VICTORIA NIAGARA
FALLS PARK.

JOHN W. LANGMUIR, Chairman, Toronto.

P. W. ELLIS, Toronto.

GEORGE H. WILKES, Brantford.

COLONEL L. CLARKE RAYMOND, K.C., Welland.

LIONEL H. CLARKE, Toronto.

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JOHN H. JACKSON, C.E.
Superintendent.

J. HARRISON PEW,
Assistant Superintendent.

HENRY J. MOORE,
Chief Gardener.

PARLIAMENT BUILDINGS,

TORONTO.

To His Honour SIR JOHN MORISON GIBSON, Knight Commander of the Most Distinguished Order of St. Michael and St. George, a Colonel in the Militia of Canada, etc., etc., etc.

Lieutenant-Governor of the Province of Ontario.

MAY IT PLEASE YOUR HONOUR:

I beg to submit herewith the Twenty-eighth Annual Report of the Queen Victoria Niagara Falls Park Commission, 1913.

I have the honour to be,

Your Honour's most obedient servant,

W. J. HANNA,
Provincial Secretary.

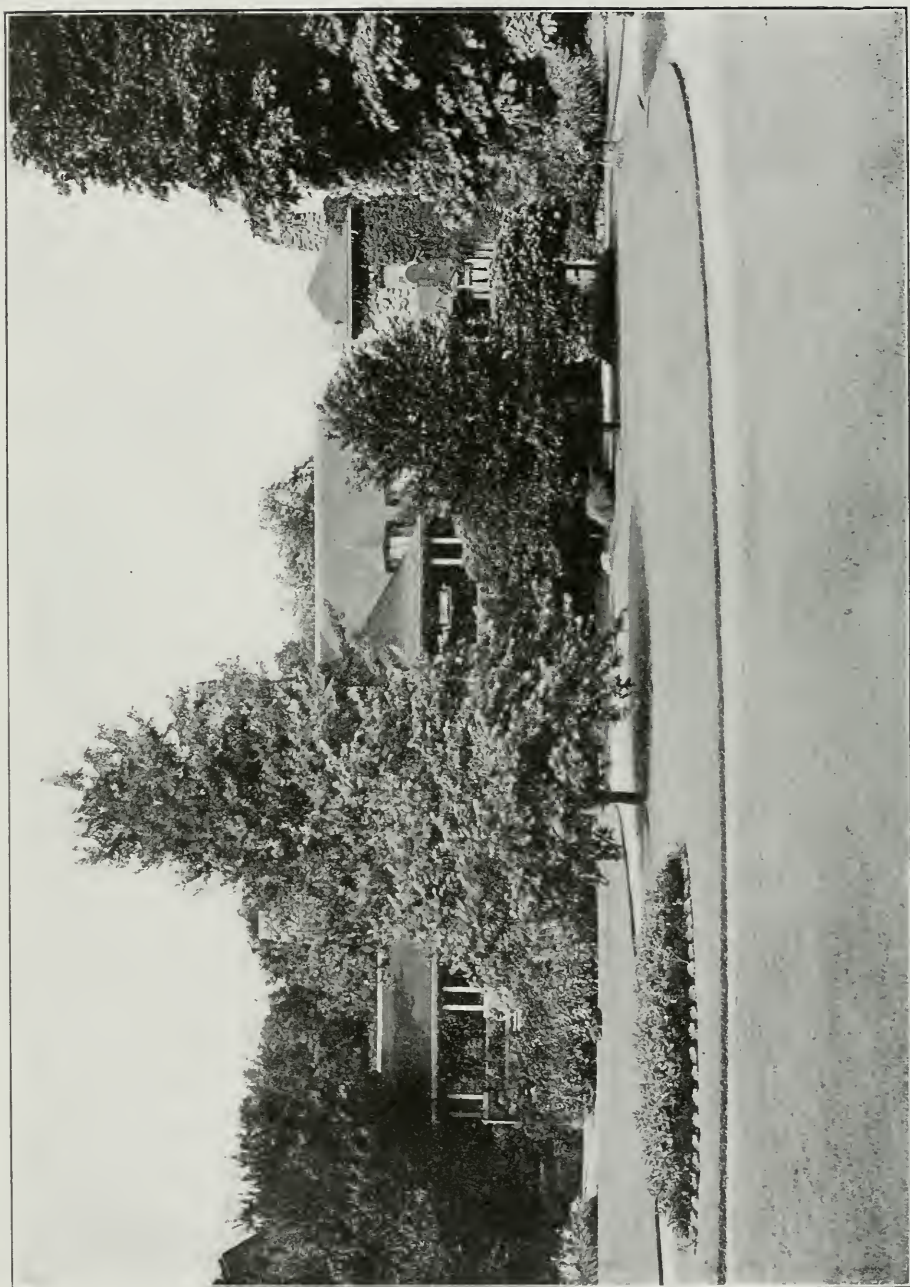
To the Honourable W. J. HANNA, K.C., M.P.P., Provincial Secretary, Province of Ontario, Parliament Buildings, Toronto.

SIR,—I have the honour to transmit herewith for presentation to the Legislature of Ontario the Twenty-eighth Annual Report of the Commissioners for the Queen Victoria Niagara Falls Park (being for the year 1913), together with the statements of receipts and expenditures, and other documents connected with the Report.

I have the honour to be, Sir,
Your obedient servant,

J. W. LANGMUIR,
Chairman.

TORONTO, April 11th, 1914.



Administration Building, Queen Victoria Park.

TWENTY-EIGHTH ANNUAL REPORT
OF THE
Commissioners for the Queen Victoria
Niagara Falls Park.

*To the Honourable SIR JOHN MORISON GIBSON, K.C., LL.D.,
Lieutenant-Governor of the Province of Ontario, Toronto.*

MAY IT PLEASE YOUR HONOUR:

The Commissioners for the Queen Victoria Niagara Falls Park System present herewith their Twenty-eighth Annual Report, being for the year ended 31st December, 1913.

Appended to the report will be found the financial statements exhibiting the receipts from all sources for the year, and the expenditures on Capital and Maintenance Accounts for the same period; also the annual report of the Park Superintendent, and other documents showing the operations for the twelve months covered by the report.

A summary of all receipts and expenditures connected with the entire Park System from the date the Commission was organized in 1885 was given in the report of last year; also a summary of the more important unfinished works that the Board contemplated proceeding with when funds were available in order to practically complete that portion of the Park System overlooking the Falls and Upper Rapids known as the "Queen Victoria Park," in connection with which the hope was expressed that the works and structures referred to would be commenced in the early part of 1913. Inasmuch, however, as the Statutory period that the Commissioners were authorized to collect rents and revenues derived from the three power companies expired on the 31st December, 1912, it became necessary before these works could be undertaken to have the Park Act amended so as to enable the Commissioners to continue the collection of such revenues for a further period. Application was accordingly made to the Government to have the Park Act amended and the time for the collection by the Commissioners of the revenue referred to extended for a further period of five years. The application was approved by the Government, and the Act was amended as follows:—

1. Subsection 2 of section 21 of The Queen Victoria Niagara Falls Park Act is amended by striking out the figures "23" in the second line and substituting therefor the figures "24."

2. Section 22 of the said Act is amended by inserting after the figures "1912" in the fifth line the words and figures "1913, 1914 and 1915, 1916 and 1917."

3. The said section is further amended by adding thereto the following section:—

23a. Before any expenditure on capital account is made out of such revenues and rentals in respect of any works within the Park or on premises under the control of the Commissioners, the estimates therefor shall be submitted to and approved of by the Lieutenant-Governor in Council.

4. The said Act is amended by adding the following section:—

23b. All revenues and rentals which are not required for the purposes set out in sections 21 and 23, shall on or before the first of July in each year be paid over by the Commissioners to the Treasurer of Ontario, and shall form part of the Consolidated Revenue Fund of Ontario.

The passing of the amended Act as quoted, with the clause requiring all proposed expenditures on Capital Account to be approved by the Lieutenant-Governor in Council, necessitated the preparation of revised and fully detailed estimates of cost of all proposed structures and works of a capital nature for the sanction of the Lieutenant-Governor in Council. This approval was not received by the Board until the 5th June, 1913, being too late to have working plans and specifications prepared for such works as the new conservatories, the table rock house, parapet wall, aquatic garden and other constructions of an important character. The works on capital account, which were fully set out in last year's report, had therefore to be abandoned for the year.

It should also be stated that in the preparation of the estimated receipts for 1913, the Commissioners fully expected, as the result of the favourable decision rendered by the Privy Council in the case of the "Attorney General vs. Canadian Niagara Power Company," that that company would at once have paid the claim found to be due under the judgment, amounting to \$52,435.37 up to November 30th, 1912. Settlement, however, was not made by the Power Company until December, 1913. It was also expected, following the decision of the Privy Council in the case of the Canadian Niagara Power Company, as the claims were admittedly of the same character, that the Ontario Power Company and the Electrical Development Company would forthwith have settled the amount claimed by the Commissioners for excess rentals due by these companies respectively. Up to the present time, however, no payment has been made.

In justice to the Park Commissioners, it is but right that the reasons for the complete stagnation in capital works should be recorded.

NEW CONSERVATORIES.

Included in the estimates for new structures was the much needed but long deferred project of new conservatories which has been referred to so frequently in the latter reports of the Commissioners. After a careful examination of the various sites that were thought to be suitable for the new conservatories, the Commissioners decided that the point immediately under the western bank of the southerly portion of the Queen Victoria Park, midway between the power houses of the Canadian Niagara Power Company and the Electrical Development Company, would be the best not only in regard to location, but as possessing the requisite area for an extension of the buildings when required.

As this site is in close proximity to the Ontario Power Company's underground conduits (only two of which have yet been placed) the Commissioners decided that it would not be safe to commence work on the conservatories until assurance was had from the Ontario Power Company that they would proceed with

the placing of the third and last conduit which, under their agreement, they are entitled to construct. With the completion of this third tube the disturbance of the Park surface, which has extended over a period of ten years, would be practically ended, and the Commissioners would be able to proceed with the remaining works of restoration, including the conservatory structure.

On the 5th February, 1914, the Commissioners were notified by the Ontario Power Company that at the expiration of three months from that date they proposed to commence the construction of the overflow or regulating device for Pipe No. 3. It is important, therefore, in order to do away with any further disturbance to the Park surface, that the construction of the new conservatories by the Commissioners and the laying of the third pipe by the Ontario Power Company should be proceeded with simultaneously.

TABLE ROCK HOUSE.

The proposed construction of a suitable building to take the place of the old unsightly structure overlooking the Falls has been under the consideration of the Commission for many years. Now, however, that the descent under the Falls has become one of the most popular features of the Park System, it is important—both from the standpoint of improving scenic effects, as well as providing the requisite space for the combined purposes of a shelter from the spray conditions, dressing rooms for visitors going under the Falls and other purposes—that the old building should be demolished and a new one erected of a more appropriate design for a public park.

Two plans in connection with this structure have been carefully considered by the Commissioners: (first) the placing of the new structure at the base of the escarpment in rear of the present building, with an elevator to the high altitude overlooking the Falls or (second) to construct a suitable building, not exceeding an altitude of twenty feet, south of the old Table Rock House and in close proximity to the International Railway which carries most of the visitors.

It was found that the first plan would be very expensive, not only in the original construction, but in future care and maintenance. The second plan was therefore agreed to by the Commissioners and sketches are being prepared of the structure which, when completed, will be about one hundred feet in length, forty feet in width, fifteen feet high, with wide verandahs surrounding the entire structure for the purposes of shelter. By the adoption of this plan, not only will the cost of the building, as compared with the first plan, be greatly reduced, but it will obviate the necessity for the reconstruction of a considerable portion of the tunnel forming the descent under the Falls.

The proposed structural changes will not only greatly improve scenic effects at this greatly congested point in the Park, but will also permit of the construction of roads and paths leading along the base of the escarpment to the proposed site for the new conservatories and on to Dufferin Islands, thus opening up new vistas with greatly improved views of the Upper Rapids.

OUTLYING PARKS.

The outlying territory of the Park System has not been added to during the year, but negotiations have been commenced for the acquirement of about seventeen acres of additional land with a view to extending the Queenston Heights Park to the Niagara River Gorge thus affording a magnificent view of the lower river.

This historic Park and Lower Rapids at Queenston Heights is one of the chief attractions of the Niagara Falls Park System, and even with the inadequate restaurant facilities, last year surpassed all previous records in daily average attendance of visitors.

THE BOULEVARD SYSTEM.

The Commissioners are pleased in being able to report the practical completion of the Niagara River Boulevard Roadway from the Park proper (Queen Victoria Park) to Bridgeburg, but it is a matter of regret that this splendid Niagara River highway has not been continued through the two Villages of Bridgeburg and Fort Erie. The Commissioners offered to build the roadway through these Municipalities on the basis of the Park assuming sixty-five per cent. of the cost of the work and the two interested villages paying the remaining thirty-five per cent., with the cost of maintenance to be equally divided between the Commissioners and the villages. This offer, however, was rejected, and in consequence the road has remained in its present almost impassable condition through the main street of these municipalities. It was considered that this arrangement was most generous to the two villages, following as it did along the lines of the arrangement made with the City of Niagara Falls for the maintenance of a similar roadway where the Commissioners have an interest for Boulevard purposes.

Respecting the extension of the boulevard northerly from Niagara Falls to the Whirlpool, Queenston, and on to Niagara-on-the-Lake, the only serious difficulty in construction will be in the vicinity of the Whirlpool, and the connection between the Upper and Lower Plateaux at Queenston Heights. If the Boulevard is constructed to follow a direct route parallel with the electric railway and overlooking the River, a rather costly embankment or viaduct structure will require to be built, chiefly at the Whirlpool. The road, however, would be one of the most picturesque on the continent.

The construction of a boulevard from the Park along the bank of the Niagara River to Bridgeburg was necessary for many reasons, but primarily in order to obtain access to the Park from the south, and in some respects it is equally important that it should be extended along the Gorge of the river northwards so as to have a continuous public driveway of a high class character along the shores of the Niagara River between Lake Erie and Lake Ontario, and looking to the future when settlement and population increases, as it is sure to do in this one of the most interesting parts of Ontario, it will be in the best interests of the public that the Government of Ontario should, through such a Boulevard System, control the whole of the shore line of the River Niagara between the two lakes.

The boulevard territory, which is one hundred feet wide, provides not only a high class modern roadway, but is in fact, from an aesthetic point of view, one of the most important parts of the Park System in practically assuring to the public for all time to come a continuous Park from Lake Erie to Lake Ontario. We have only to look at the opposite shore line of the Niagara River in the State of New York, where the River is defaced by all kinds of structures, and the State itself is shut off from the use and occupation of this grand river, in order to have practical proof of the wisdom of securing the land adjacent to the river.

In order to correct the idea that prevails in some quarters that over \$400,000 was expended in the construction of less than twenty miles of a roadway, it is



Black Creek Bridge, Niagara River Boulevard.

only necessary to give the details of expenditures in order to prove the fallacy of such a statement, as follows:

Acquirement of Land	\$100,239 51
Shore Protection from erosion	27,867 89
Road Construction	205,086 89
Bridge Construction	30,554 37
Landscape Decoration	47,705 33
General Construction and interest charges	26,476 00
	<hr/>
	\$437,929 30

POWER COMPANIES.

During the year the three power companies have been engaged in various constructions in furtherance of their development, both in the completion of structures and the installation of additional machinery.

The Canadian Niagara Power Company has entirely completed its power house to cover the plant and machinery necessary for the generation of the one hundred thousand horse-power which it is authorized to develop. It has also removed the temporary structures to the south of the building, and generally, restored the grounds to conform to the requirements of a public park.

The alterations and changes for the improvement of the company's forebay have not yet been proceeded with, so that the surface of this portion of the park has not been disturbed.

The Ontario Power Company having obtained permission to extend its second conduit to provide for Units Nos. 13 and 14 was employed during the year in the construction of that work until well on in the summer season, contrary to the expectation of the Commissioners, thus exceeding the time limit stipulated when the work was to have been finished. This delay, in addition to causing considerable inconvenience to the summer tourist, had the effect of leaving the front of the Administration Building in an unfinished appearance until late in the year.

During the year the Company intimated to the Commissioners that the entire power producing capacity of their plant was about exhausted by their contract requirements, and that it would be necessary in the immediate future to undertake the construction of the third and last conduit line from the Gate House at Dufferin Islands under the Park surface to the Power House below the Falls of Niagara. In connection with this extension a proposition was made by the Company in July, setting out that the Ontario Power Company claimed certain rights to withdraw water from the Welland River in addition to existing rights to withdraw water from the Niagara River at its intake at the Dufferin Islands.

It was proposed by the Company to amalgamate these two water withdrawals so as to take their entire water supply at the present Niagara River Intake. It was further proposed to carry the water by means of a tunnel in the solid rock under the bed of the Niagara River and extended to a power house outside of the Park limits and immediately south of the Company's present transformer station. The water from this power house would be carried into the lower river by tail race tunnels discharging south of the Ontario Power Company's Power House in the Gorge. In this new proposition it was stipulated, however, that the Ontario Power Company should be allotted one-half of the volume of water permitted to be diverted in Canada from the waters of the Niagara River above Niagara Falls under the terms of the Waterways Treaty with the United States, viz.: Eighteen thousand cubic feet per second.

From the standpoint of the Park Commission in the development of the Park, the proposed method of generating the additional power would be a distinct advantage inasmuch as no further surface disturbance would take place between the Dufferin Islands and the Administration Building a distance of over one mile. The acceptance of the proposition would also have another distinct advantage in doing away with any further buildings in the Park, more particularly at the congested space in and around the Administration Building.

Owing, however, to the condition attached to the proposition that a largely increased volume of water should be given to the Company for power generation, notwithstanding the advantages referred to, the Commissioners were obliged to reject the proposition.

The Electrical Development Company has entirely completed its power house and has removed the temporary structures that were required for construction purposes. The space surrounding the power house will now be available for Park restoration, thus greatly improving the appearance of this important section bordering on the Upper Rapids.

Early in the year this Company filed plans for an underground conduit system to extend from their power house through the Park to the Upper Steel Arch Bridge, and thence into the United States. This new outlet for power transmission was planned to be located parallel with the tracks of the International Railway Company, involving a surface excavation for over a mile and a half, with perhaps more serious results in the permanent heating effects upon vegetation that such a system entails. The Commissioners therefore did not view the application favorably, and it still stands in abeyance.

RECEIPTS AND EXPENDITURES.

A complete statement of the Receipts and Expenditures for the year ended 31st December, 1913, with all details connected therewith, will be found in the appendix. The total revenue for the year amounted to \$235,436.62, namely: Fixed rentals derived from the three power companies, \$60,000; additional rentals from the same source, \$150,273.20, and miscellaneous revenue from the International Railway Company and other franchises amounting to \$25,163.42.

Late in the month of December, after many conferences, the Canadian Niagara Power Company decided to pay the additional rentals which had accrued from the time that the Company had generated over 10,000 horse power, based on the scale of charges claimed by the Park Commission and finally determined by the judgment of the Privy Council. Having regard, however, to the suggestion contained in the last paragraph of the judgment to the effect that it would be reasonable to compute the rentals by treating "each yearly or half-yearly period as distinct and self-contained," it was decided to receive from the company, without prejudice, the amount that would be due as if each half-yearly period was considered separately. Calculated on this basis the amount due by the Canadian Niagara Power Company was \$55,000.00 (of which \$48,103.70 was for the period ended November 30th, 1912). This amount is greater than normal owing to the back payments with interest extending from the year 1906. In the report for 1912, the amount owing was shown to be \$52,435.37. This, however, was computed without reference to yearly or half-yearly periods.

The \$65,000 four per cent. debentures authorized by the Legislature for boulevard purposes remaining unsold owing to the condition of the money market have now to be realized on to meet expenditures made on the boulevard.

The Capital Expenditure at Queen Victoria Park, the Outlying Parks and the boulevard aggregated the sum of \$56,967.18, and the Maintenance Expenditures for salaries, wages, materials and other items of upkeep for the whole Park System to \$68,308.99. The interest upon debentures and bank charges during the year amounted to the sum of \$33,826.23.

All which is respectfully submitted.

J. W. LANGMUIR, *Chairman.*

GEORGE H. WILKES.

P. W. ELLIS.

L. CLARKE RAYMOND.

WILLIAM L. DORAN.

L. H. CLARKE.

J. D. CHAPLIN.

Toronto, April 11th, 1914.

QUEEN VICTORIA NIAGARA FALLS PARK SYSTEM.

FINANCIAL REPORT, 1913.

RECEIPTS.

Ontario Power Company, rental	\$30,000 00	
Ontario Power Company, excess rental	44,700 00	
Canadian Niagara Power Company, rental	15,000 00	
Canadian Niagara Power Company, excess rental	86,109 20	
Electrical Development Company, rental	15,000 00	
Electrical Development Company, excess rental	19,464 00	
Zybach Estate, rental	11,250 00	
International Railway Company, rental	10,000 00	
Brock's Monument tolls	1,794 15	
T. W. Midforth, rental	1,230 00	
Wharf privileges	502 00	
Sundries	387 27	
		<u>\$235,436 62</u>

EXPENDITURES.

CAPITAL ACCOUNT:

Queen Victoria Park:

Equipment, Park and Boulevard	\$1,863 36	
Drainage and Water Connections	1,196 42	
Experimental Roads	1,147 17	
Improvements and parking Dufferin Islands	956 46	
Extension to plant storage	684 68	
New Roads and Paths	175 50	
Improvements to Administration Building	75 00	
Office Equipment	28 98	..
Trees, shrubs and plants	7 80	
		<u>\$6,135 37</u>

Queenston:

Improvements to road and new paths	\$306 45	
Lands at Heights	5 48	
		<u>\$311 93</u>

Niagara Glen:

New paths and planting	\$230 45	
		<u>\$230 45</u>

Lundy's Lane Burying Ground:

Fencing, grading, paths and planting	\$381 81	
		<u>\$381 81</u>

Niagara River Boulevard:

Sections 2A and 2B	\$17,530 94	
Bridges	686 87	
Roadway Construction	667 02	
		<u>\$18,884 83</u>
Grading, drainage and planting	18,411 91	
Lands and moving buildings	4,364 15	
Rip-rap protection	917 50	
		<u>\$42,578 39</u>
Legal		<u>\$7,329 23</u>
Amount carried forward		<u>\$56,967 18</u>

MAINTENANCE ACCOUNT:

Salaries:

Office and clerical staff for Park System	\$11,790 00	
Constables, Queen Victoria Park	7,020 00	
“ Queenston	780 00	
“ Niagara Glen	660 00	
“ Lundy's Lane	319 59	
“ Fort Erie	351 02	
		<u>\$20,920 61</u>

Wages:

Queen Victoria Park	\$20,411 90	
Queenston	2,272 14	
Niagara Glen	507 60	
Lundy's Lane	578 57	
Niagara River Boulevard	4,613 34	
Fort Erie	24 00	
		<u>\$28,407 55</u>

Materials:

Queen Victoria Park	\$9,735 64	
Queenston	575 89	
Niagara Glen	50 50	
Lundy's Lane	59 57	
Niagara River Boulevard	6,255 10	
Fort Erie	44 08	
		<u>\$16,720 78</u>

Office Expenses:

Travelling Expenses	\$584 38	
Supplies, postage, etc.	933 87	
		<u>\$1,518 25</u>
Commissioners' Expenses	\$232 20	
Insurance	\$509 60	
		<u>\$742 76</u>
Interest on daily overdraft	\$742 76	
Interest and charges on Debentures	33,083 47	
		<u>\$33,826 23</u>
		<u>\$159,102 40</u>
Overdraft in Imperial Bank, January 1st, 1913	18,230 98	
1913, DECEMBER 31, BALANCE IN BANK	58,103 24	
		<u>\$235,436 62</u>

NOTE.—There is also a balance of \$1,000 in the Queen Victoria Niagara Falls Park Current Account (Accountable Warrant).

SPECIAL SAVINGS ACCOUNT, 1903-1913.

For Maintaining water levels at Intake of Canadian Niagara Power Company and International Railway Company.

1903—January 31, deposited	\$25,000 00	
1905—December 30, interest to date	2,288 41	
		<u>\$27,288 41</u>
Less cost of Submerged Dam	2,189 32	
		<u>\$25 099 09</u>
1913—November 1, interest to date	6,591 07	
		<u>\$31,690 16</u>

REPORT OF PARK SUPERINTENDENT.

To the Commissioners for the Queen Victoria Niagara Falls Park.

GENTLEMEN,—I beg to submit herewith the report of operations for the year 1913, giving full details of the works of maintenance and improvement carried on in the Queen Victoria Niagara Falls Park System.

While the spring of 1913 was rather late, and the early weather conditions severe for tree and plant life, the remaining months from April on were unparalleled for Park operations, and the favorable season continued to the very end of the year. With such a splendid opportunity it is unfortunate that more was not accomplished during the last twelve months in the betterment of the various areas of the Park System, but owing to a number of conditions which the department had no control over, it was late in the summer before much of the work was put under way. In the first place the estimates were late in being approved, and upon boulevard work much delay was experienced from one of the contractors in the finishing of a five mile section of roadway, and this had finally to be taken over by the Park staff and completed. While this work finished the roadway for the boulevard as far as Bridgeburg, it meant the removal of the maintenance staff from the remaining sections, and consequently the upkeep was not provided for as it had been hoped.

The estimates of expenditure as finally approved provided for the extension of the massive stone and iron parapet wall along the front of the Park from Rambler's Rest to the Clifton Incline, and the erection of the proposed memorial to Burrel Hecock who lost his life in the ice bridge catastrophe of 1912. Some improvements were contemplated at the Dufferin Islands, and it was decided to improve the Administration Building by adding to the office space in the basement. At Queenston the main Niagara Falls-Queenston roadway was to be improved and macadamized, while an iron fence was to be built along the edge of the cliff for the safety of visitors. At Niagara Glen an iron fence was to be built along the edge of the cliff, and new paths constructed to provide visitors with an opportunity of seeing more of that wonderful natural park. At Fort Erie a new tool house was proposed with some planting and the installation of a water supply. A new roadway providing entrance to Butler's Burying Ground was included, and at Lundy's Lane Cemetery the additional area placed under the control of the Commissioners was to be fenced, and the whole plot properly graded for more readily taking care of the maintenance. It was also contemplated that a beginning should be made on the proposed new conservatories at Queen Victoria Park, and that some additional land at Queenston Heights should be purchased for the rounding out of that area. The work of proceeding with the completion of the Niagara River Boulevard was to be continued, and it was planned to build the boulevard connection through the Villages of Bridgeburg and Fort Erie on the basis of co-operation by those two municipalities. The close of the year, however, finds many of these items only begun, and some of the larger and more important untouched, and still remaining to be taken up in 1914.

The conservatory project has been proceeded with to the extent of having sketch plans prepared, but no design has yet been accepted for the new structure. It had been hoped that the other main plan of the Commissioners to build a new Table Rock House would have been included in the programme for the year,

but in the endeavor to make the expenditure come within the revenue this had to be sacrificed at the very start. Altogether only about one-half of the amount proposed upon capital expenditure was undertaken.

QUEEN VICTORIA PARK.

The main office space, owing to the increase in administration duties, has become altogether inadequate for the needs of the Park System, and some plans have been prepared looking to the extension of the space available by taking over the large public rest room. In addition, however, to curtailing the space needed by the public this did not altogether lend itself to office room, and consequently it was abandoned, and the unexcavated portion of the basement has been taken in hand and is now being fitted up for a vault space and filing equipment for the documents not often required. In addition to this a drafting room has been secured above the main offices, part of the photographic space originally used by the tenant of Table Rock franchises. Thus for the present the staff will be taken care of in a fairly adequate manner by using every foot of the area available.

The two new ranges of greenhouses added to the conservatory equipment for temporary requirements necessitated a large addition to the heating equipment of the plant, and this was only made possible by curtailing the cool storage which was already overcrowded with semi-tropical subjects. The enlargement of this building has, therefore, been accomplished giving the much needed additional room for this important part of Park work.

Section 3 of the standard parapet wall along the front of the Park was prepared for contract late in the season, and advertised for tender. This was let toward the end of the year to be constructed in the spring of 1914. This contract will provide an extra length of six hundred and eighty-five feet of stone work, and in addition a small length of three hundred and fifty-eight feet is being built in front of the Administration Building. With the completion of this contract there will remain only one section of some five hundred feet to complete the entire length of parapet from the Horseshoe Falls to the Clifton Incline.

The work of draining along the foot of the escarpment which has been proceeding and undertaken by a section each year was added to in 1913, in the vicinity of the cricket crease, and a noticeable improvement was made in the condition of the grounds which are now available for use much earlier in the season. In connection with this work the better springs were located and tapped into reservoirs for the purpose of connecting up a spring water supply. The collecting basins are made of concrete and arranged for inspection and cleaning out to keep them in a sanitary condition.

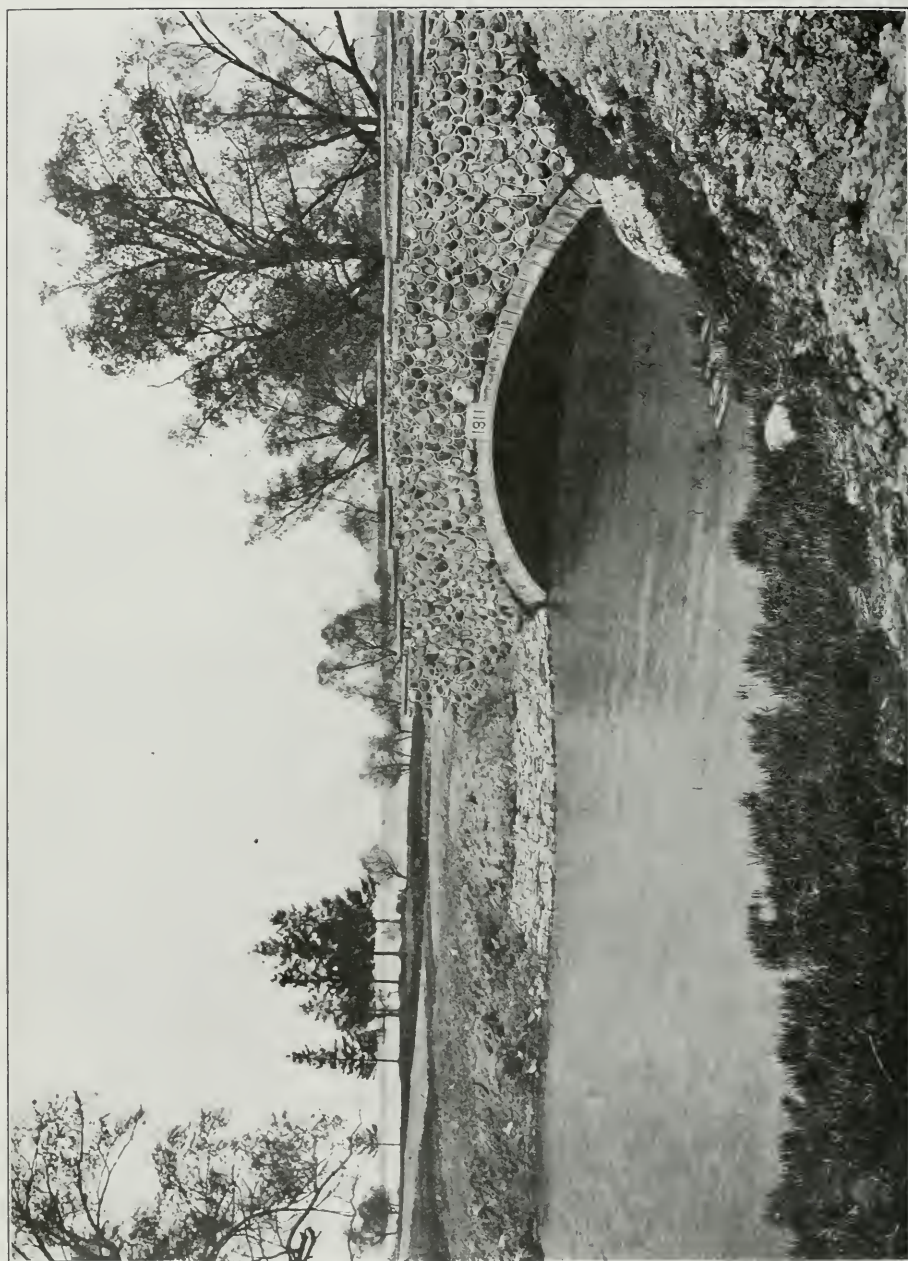
The Ontario Power Company's head works located at the Dufferin Islands has created a very different condition in that part of the Park from that which nature provided, and in the new arrangement which was authorized by agreement permitting the Company to change the natural flow of the river, new land was created and new islands built both in the Niagara River and in the Dufferin Islands channel. These changes have had the effect of raising the water levels and increasing the difficulty for the natural tree growth to maintain itself. In addition to this, the new land built upon rock fill is of shallow depth, and does not sustain the new growth that has been set out. Much improvement in this

area was effected by undertaking the removal of dead and diseased trees, and opening up to the light smaller specimens which were being crowded out. It is proposed to practically abandon the deciduous growth heretofore planted upon the islands which are altogether too high above water level with the small amount of top soil, and in place of this to construct a plantation of the natural growth of pines and cedars. The surrounding escarpment, known as Burning Springs Embankment, undertaken for improvement in 1911 and 1912, will form a splendid setting for this new work, and with its natural growth already being added to, the whole feature will be distinctly pleasing and attractive.

One feature at the southerly end of the Park from Table Rock House to the Dufferin Islands will require careful attention during the next several years. It is found that the conduits of the Ontario Power Company are not by any means watertight, and several extended areas along this line are partially flooded from the leaks which have considerable force owing to the pressure in the eighteen foot pipe. It appears that this condition will have to be properly taken care of at least when the third pipe line is constructed before that section of the Park, a mile in length, can be said to have been restored to its original condition.

All of the ordinary maintenance work within the Park proper has been taken care of during the year, including the maintaining of the roads, the pruning of trees and shrubs, and the cultivation of herbaceous stock for summer display. In the early part of the year the heavy crib work protecting the escarpment side for the roadways to the Transformer Houses of the Canadian Niagara Power Company and the Electrical Development Company gave way owing to decay in the timbering, and the work of repairing this structure had to be undertaken at a considerable cost. It seems that more of this repair work will require to be done shortly as the timbers become weakened. In the road department the maintenance of the macadamized roadways is entailing a large item of expenditure particularly from the heavy teaming caused by power company construction. The usual treatments of asphalt were completed early in the season and blinded in with fine lime-stone and in some cases gravel, but with the heavy traffic this was found to cut through in places, and a rutted condition was the result. To properly repair this a new method was adopted last year, namely, to apply the rocmac process to each separate depression and rut. The worn area was carefully picked out to a depth of about three inches, and limestone screenings mixed with the rocmac solution placed in the bottom. Two inch limestone was then added, and the whole rolled and consolidated to form a new crown to conform to the section of the original roadway. This method has been particularly successful on the main drive which has perhaps the largest and heaviest traffic of any road on the Park System. With the asphaltic oil applied hot to this surface the road was satisfactory for traffic all during the season.

In the fall of 1911 an experiment was tried with very heavy asphalt running to 90 per cent., remaining as a residuum after the distillation of the lighter oils from natural asphaltic products. The manner of this construction was to lay two inch stone upon a consolidated subgrade and pour in the asphalt heated to about two hundred degrees, and then to roll the metal thoroughly after blinding in with fine limestone. This plan proved successful in consolidating the road metal, and but for a small area that was constructed in cold wet weather where a proper bond could not be obtained, the roadway was very satisfactory for traffic, and entirely shed water without allowing it to penetrate through.



Boyer's Creek Bridge, Niagara River Boulevard.

Another improvement completed during the year was the removal of one of the spans of the large iron through bridge used for the tracks of the International Railway Company at the outlet of the Dufferin Islands elbow. In early days this channel was wide enough to require two full bridge spans, but with power company constructions and alterations incident thereto one span has remained for several years upon rock fill while the other spanned the contracted channel. The clearing away of this structure opened up the way for an improved entrance to the Dufferin Islands driveway which skirts the water of the elbow around the bend in the escarpment to the Burning Springs hill. This entrance has been removed southerly to cross the tracks of the International Railway Company at right angles, and provides a wide entrance for carriage traffic.

QUEENSTON HEIGHTS PARK.

Although it was impossible to undertake the work of macadamizing the main driveway through this Park to the Village of Queenston, owing to the entire roller equipment being used upon boulevard construction, yet with the ordinary Park force gutters were constructed and the drainage improved while the road itself was crowned to shed the water quickly to the side ditches. In addition to this a new heavy type of wooden fence on the escarpment side of the road was constructed of cedar from timber that had been cut from the side hills to thin out and allow of proper growth for the remaining trees. While this structure is not as permanent as an iron pipe fence it will last for many years and it utilizes material that would be wasted and the cost is very nominal. The usual high standard of upkeep has been maintained at this Park which is still increasing in its popularity for boat picnics coming in by way of Niagara-on-the-Lake and Queenston. The concessions at Queenston have been operated in a very satisfactory manner, and all the wants of the public have been amply taken care of and no complaints registered.

The other outlying areas including Niagara Glen, Lundy's Lane Cemetery, the old fort grounds at Fort Erie were all effectively maintained for the year, and in addition considerable clearing of the entrance area at the Glen was undertaken with the removal of dead timber and underbrush. New paths were constructed, and upon the main pathway a cobble stone pavement was laid at stretches where the water was washing away the surface.

NIAGARA RIVER BOULEVARD.

High water prevailed in the Niagara River during the greater part of the season, and this had the effect of preventing the undertaking of excavation at the mouths of the streams, and the riprapping at the entrances to the bridges, as had been planned. The finishing up of the parking of this parkway between Chippawa and Bridgeburg was pushed forward during the whole of the summer months with the result that only a small amount of planting remains to be completed south of Black Creek, while about two miles and a half of that work requires to be done between Black Creek and Chippawa. It was stated in the report for 1912 that all of the grading and planting would probably be finished by the end of the season 1913, but owing to the hindrance caused by the road contractors this expectation was not fulfilled because the planting could only proceed after the roadway was finished. In finishing up the five mile stretch of macadamizing comprising Section No. 2 of roadway construction the department gathered some interesting cost data upon different operations. In order to make the road acceptable under the terms of the contract part of the mileage

required a light resurfacing, and another portion required the entire reconstruction of the top courses. For these two operations the following figures will show in detail the amounts that were spent per square yard:

THE LIGHT RESURFACING WATER BOUND MACADAM ROADWAY.

Time—August 5th, 1913, to October 21st, 1913.

Location—Boulevard roadway from Slater's Dock, south.

Average length of haul—3.4 miles from M.C.R. siding, Chippawa.

Area treated—Length 14,625' = 2.77 miles; width 18' = 29,250 sq. Yards.

LABOR.

	Total.	Per Sq. Yd.
Loading 2" Stone and Screenings	\$232 56	8 cts.
Hauling	442 95	1.51
Pumping and Watering	45 29	.15
Repairing roadway	275 18	.94
Rolling and Spiking	97 29	.33
	<hr/> \$1,093 27	<hr/> 3.73 cts.

MATERIAL.

2" Stone—205.5 tons at \$1.25	\$256 88	.88 cts.
Screenings—150.2 tons at \$1.00	150 20	.51
	<hr/> \$407 08	<hr/> 1.39 cts.

SUMMARY.

Labor	\$1,093 27	3.73 cts.
Materials	407 08	1.39
	<hr/> \$1,500 35	<hr/> 5.12 cts.

Remarks—

297 cubic yards of Stone and Screenings were placed on 29,250 square yards.

1 cubic yard of Stone and Screenings was placed on 98.5 square yards.

Ratio of 2" stone to screenings used—1 to .731.

Ton-mile cost of hauling materials—36.2 cts.

Wage rates:—

Teams	55c. per hour.
Laborers	22c. "
Foremen	30c. "

Cost per mile \$540 00

THE HEAVY RESURFACING WATER BOUND MACADAM ROADWAY.

Time—August 1st, 1913, to December 15th, 1913.

Location—Boulevard roadway, from Black Creek, North.

Average length of haul—1.98 miles from Black Creek siding.

Area treated—Length 14,467' = 2.74 miles; width 18' = 28,934 Square yards.

LABOR.

	Total	Per Sq. Yd.
Loading 2" Stone and Screenings	\$521 00	1.8 cts.
Hauling	1,509 00	5.2
Pumping and Watering	215 00	.8
Repairing roadway	547 00	1.9
Rolling and Spiking	425 00	1.5
	<hr/> \$3,217 00	<hr/> 11.2 cts.



Bituminous Road, Niagara River Boulevard.

MATERIAL.

2" Stone—750 tons at \$1.10	\$825 00	2.9c.
Screenings—324½ tons at \$1.10	357 00	1.2
	<hr/>	<hr/>
	\$1,182 00	4.1c.

SUMMARY.

Labor	\$3,217 00	11.2c.
Materials	1,182 00	4.1
	<hr/>	<hr/>
	\$4,399 00	15.3c.

Remarks:—

895.4 cubic yards of Stone and Screenings were placed on 28,934 square yards.
 1 cubic yard of Stone and Screenings was placed on 32.3 square yards.
 Ratio of 2" stone to screenings used—1 to .433.
 Ton-mile cost of loading and hauling materials—32.3c.

Wage rates:—

Teams	45c. per hour.
Laborers	20c. "
Foremen	30c. "

Cost per mile 1,600 00

At Queen Victoria Park rates for teams .55c., and men .22c.; the above ton-mile cost would be 38.4c.

In connection with the scarifying and recrowning of this section of roadway a bituminous top was laid on a two and three-quarter mile length, and the following figures show the cost of different operations in connection therewith:

TARVIA "A" AND ½" STONE SURFACING.

Time—September 2nd to October 16th, 1913.

Location—Boulevard roadway, vicinity of Usher's Creek.

Length or haul—3.4 miles.

Area treated—Length 14,625' = 2.77 miles; width 18'—0" = 263,250 square feet = 29,250 square yards.

Depth—½-inch.

COSTS.

	Total.	Per Sq. Yd.
Loading, hauling and placing stone	\$861 05	2.90 cts.
Loading, hauling and placing tarvia	353 71	1.19
Placing and removing plant	56 50	.19
	<hr/>	<hr/>
	\$1,271 24	4.28 cts.

Materials—

½" Stone—487.5 tons at \$1.30	\$633 75	2.14 cts.
Tarvia "A"—14,307 gallons at 10c.	1,430 70	} 5.58
Freight, \$188.35; Demurrage, \$32.00	220 35	
Soft Coal for heating and operating roller	83 90	.30
	<hr/>	<hr/>
	\$2,373 70	8.02 cts.

SUMMARY.

Labor	\$1,271 24	4.28 cts.
Materials	2,373 70	8.02
	<hr/>	<hr/>
	\$3,644 94	12.30 cts.

2.77 miles cost	\$3,644 94
1 mile cost	1,300 00
1 square yard cost	12 30

This was a carpet treatment undertaken with refined tar, known as Tarvia "A." The material was shipped in tank cars to the nearest railway siding, and heated by means of a steam boiler to a temperature of 100° F. when it was forced by steam pressure into the distributing apparatus, and then hauled to the site of the work where it was attached to the steam roller. Connection was here made with the boiler and the material further heated to a temperature of between 175° and 200° F. Steam pressure at thirty-five pounds was then applied to spray it on to the road surface. The apparatus used is supplied at the rear with nozzles so constructed that upon the application of pressure the hot material is forced to the surface of the road in a fine spray. The heated tar penetrates the top surface, and the remainder is then absorbed by means of one-half inch stone chips in the proportion of one cubic yard over about sixty-five square yards of surface giving a depth of stone and tar equal to a little over one-half inch. The quantity of bituminous material for this treatment was one-half gallon to the square yard, and as indicated the total cost including labor was 12.3c. per square yard, or about \$1,300 per mile for an eighteen foot roadway. It is estimated that the only cost of upkeep to this surface will be an annual tar spraying of about one-eighth of a gallon per square yard at a cost of between three and four cents per square yard, or about \$320 per mile for an eighteen foot roadway.

In comparison with the heavy water bound macadam resurfacing it is interesting to note the details of figures for extra heavy resurfacing with a chemical binder. The following figures show the details of cost for a Rocmac resurfacing upon the main driveway of the Park where the road metal was four inches:

ROCMAC RESURFACING AT RAMBLER'S REST.

Time—May, 1913.

Location—Main driveway, opposite Rambler's Rest loop.

Length of haul—3,400'—644 mile, (from Victoria Park siding.)

Area treated—Length 370'; width 21'—7,760 square feet—863 square yards

Depth removed—4 inches.

Material removed—370' x 21' x 4"—2,590 cubic feet—96 cubic yards (in place).

COSTS.

Labor—

	Total.	Per Sq. Yd.
Removing old surface (96 cubic yards)	\$97 20	11.26 cts.
Hauling 144 cubic yards of Stone and Screenings from Victoria Park Station	119 08	13.80
Rolling	28 00	3.25
Resurfacing	63 16	7.31
Foreman	60 20	6.97
	<hr/>	<hr/>
	\$367 64	42.59 cts.

Material—

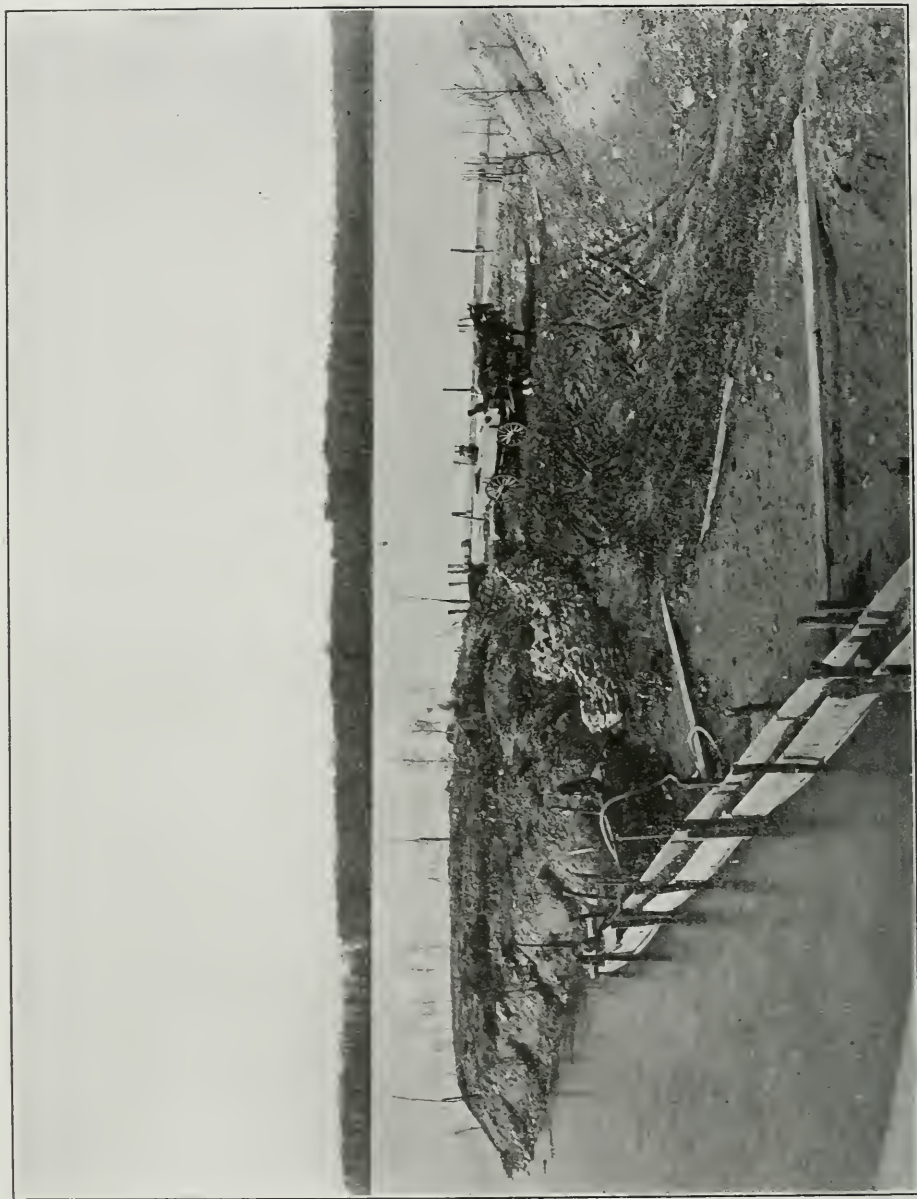
	Total.	Per Sq. Yd.
2" Stone, 114 cubic yards—136.8 tons at \$1.25	\$171 00	19.82 cts.
Screenings, 30 cubic yards—36 tons at \$1.00	36 00	4.17
Rocmac Solution, 374 gallons at 45c.	168 30	19.50
	<hr/>	<hr/>
	\$375 30	43.49 cts.

SUMMARY.

	Total.	Per Sq. Yd.
Labor	\$367 64	42.59 cts.
Material	375 30	43.49
	<hr/>	<hr/>
	\$742 94	86.08 cts.

All of which is respectfully submitted.

JOHN H. JACKSON,
Superintendent



Creating an island at the mouth of Usher's Creek.

ANNUAL REPORT OF CHIEF GARDENER.

To the Superintendent of the Queen Victoria Niagara Falls Park.

SIR,—I submit herewith my annual report for the year ending December 31st, 1913, which pertains to work done in the Landscape Department, and referred to as follows:

THE PARK PROPER.

During the year 1913 many important changes in the arrangement of the trees and shrubs were undertaken in the Park proper. At many points, especially at the curves of the roadways and railway tracks, these changes were very necessary as previous plantings had grown to such an extent that views were obscured and sources of danger created. While replanting, the subjects substituted for those removed from the curves were so disposed, that the vision in either direction was not obscured thus precluding the possibility of accidents. The overcrowded nature of the trees and shrubs in or toward the center of what would otherwise be expansive and dignified lawns was likewise a factor which prompted the work of rearrangement. All valuable or rare subjects were preserved, the conifers being utilized in adjacent positions, or planted in the pinetum at the southerly extremity of the Park, while the large deciduous trees were employed in groupings of like species or varieties. Where trees or shrubs interfered with each others growth to the detriment of the weakest a judicious thinning was alone necessary, this being done to an extent compatible with the scheme of ornamentation, the removal of these overcrowded subjects also created beautiful vistas.

The preparation of a topographical plan of the Park proper upon which the landscape designs were based greatly facilitated the arrangement of the various features in a natural and logical sequence. In the work of improvement the desirable features alone were preserved, great care was exercised in this respect, the utility of each receiving the first consideration. The utilitarian and the ornamental were, however, wherever possible, combined. The unification of the existing features with those introduced to enhance the æsthetic qualities of the scheme, and the proportion in which other features should be employed received due consideration so that each would contribute to the harmony of the whole.

NIAGARA RIVER BOULEVARD.

In the ornamentation of the Niagara River Boulevard the sections were not considered individually, but as a whole, each being so proportionately and relatively adapted as to form units of a harmonious design and to create, when fitted together, a normal state of completeness. To harmonize the various groupings and to maintain organic unity throughout were the objects especially kept in mind when planting the various sections, so that when completed the natural dignity of the environment would not be impaired, but rather enhanced by the naturalistic style of ornamentation adopted. Native trees, particularly those indigenous to the locality, were used almost exclusively for grouping. Exotics, such as Norway Maples and Oriental Planes, were however, employed in the avenues, but whether grouped or aligned the individual groups or rows were composed of trees of one kind. Trees of unusual individuality were not used as a component part of either, but as isolated specimens where occasion demanded.

Along the unfinished sections of the Boulevard practically all the dead trees and debris were removed, the scale-infested fruit trees being burned, thus obviating much labor in spraying and pruning. Much progress was made in grading, seeding and planting, and it is expected that the work of ornamentation will be completed during the year 1914.

In connection with the planting operations an experiment was started on the sections of stiff clay where the ordinary methods were likely to prove unsuccessful, the soil being so impervious as to prevent drainage, proper aeration, and the ramification of roots. Holes dug with the spade were useless and dynamiting was, therefore, resorted to, the 40 per cent. grade being used. Fissures for drainage and aeration were thus opened, and the soil shattered, although not actually ejected. The data relative to the foregoing experiment will, when published, be interesting and instructive. For tree planting purposes considerable quantities of soil were filled into the dynamited holes to afford a rooting medium until the surrounding area will through cultivation and aeration be brought into a fertile condition.

COST DATA.

The approximate cost of constructional operations and items are as follows:

Filling, grading, harrowing and seeding during the year 1913	\$14,000.00
Four miles were completed, the cost per mile being	3,500.00
Planting, staking, mulching and pruning trees	3,000.00
Trees (2,000 planted)	1,000.00
Average cost of established tree	2.00
Initial cost of each tree	50
Four miles of Boulevard were planted, the average cost of ornamentation per mile being \$4,500, or a total for four miles of	18,000.00

For the year 1913 the cost of maintenance of the sections ornamented in previous years amounted to \$1,800. This, however, must not be used as a criterion of the cost of subsequent years as with the completion of the work of ornamentation in sight, the expenditure will decrease on capital account, and increase on maintenance, for as the trees, shrubs and lawns approach maturity they must be properly cared for, otherwise dilapidation will ensue.

EXPERIMENTAL WORK.

Among the many new plants under observation in the greenhouses *Primula malacoides* has particularly proved worthy of mention, its description and culture being detailed as follows:

Primula malacoides, recently introduced from Yunnan, China, is evidently a valuable acquisition, being a half hardy or cool greenhouse subject. Its delightfully perfumed pale mauve or lilac flowers are borne tier upon tier on long scapes, the flowers comprising each tier with their long pedicels being verticillately arranged along the flowering axis, forming inflorescences which stand well up above the foliage, the deep green of which brings out in bold relief and enhances their delicate tints. The plant is very floriferous and the duration of its flowering period long.

The subject shown in the illustration is one of a batch sown on the 15th of April, 1913, being photographed on the 12th of March, 1914, after five weeks of continuous flowering. Some of the plants commenced to flower at Christmas, and



Primula Malacoides.



White Calceolaria, a hybrid, raised in the Park Greenhouses.

afforded a magnificent display for more than ten weeks with no apparent diminution in the number of flowers. *Primula malacoides alba*, a white variety of the foregoing, was also grown and like the type proved quite satisfactory either as a pot plant, or as a subject for filling baskets. The feather like sprays fall gracefully so as to form a perfect fountain of bloom through which the green of the leaves is interspersed in attractive combination.

Culture.—*Primula malacoides* may be multiplied by seeds or by division of the root stock. In regard to culture no factor should discourage or deter any grower. No greenhouse *Primula* is easier to grow. Soil and general requirements are practically the same as those suited to the Chinese *Primula*—*Primula sinensis*, and to *Primula stellata*. A fairly light soil composed of fibrous loam one third, leaf soil and sand two thirds, screened through a one-half inch screen will for potting purposes suffice. A small quantity of bone meal should be added to the compost. When sowing the seed the surface layer of soil in the seed pan should be screened very finely. As the seed is small it should be covered very lightly, not more than its own depth in any case. Sow during February, March or April. place the pans in a temperature of 55 to 65 degrees, and shade from bright light until germination takes place. As soon as growth is noticed remove the shading material, and when the seedlings crowd each other transfer singly to boxes filled with light soil. When sufficiently large transplant into two inch pots allowing the plants to remain until well established, then repot into fours.

When sufficient roots have been formed to justify the procedure apply a good fertilizer in water once weekly, remove the plants to a cold frame or to a cool shaded part of the greenhouse, afford plenty of air and spray the foliage daily in hot weather, not, however, during the hottest part of the day. Early in October take the plants from the frame, and repot into six or seven inch pots, in which they should flower. As soon as established in these continue to afford liquid manure, as advised, until the flowers are well advanced. After flowering discard the old plants with the exception of a few which may be retained for seed bearing purposes.

When utilized for filling wire baskets a single plant will adequately furnish one of ordinary size. The baskets may be filled ere the flowering stage is reached, or when the plants are in full flower as by either method excellent results are possible.

Respectfully submitted,

H. J. MOORE

Chief Gardener.

AGREEMENT FOR AERIAL TRAMWAY.

THIS INDENTURE made the first day of November one thousand nine hundred and thirteen.

IN PURSUANCE OF THE ACT RESPECTING SHORT FORMS OF LEASES.

BETWEEN:

THE COMMISSIONERS OF THE QUEEN VICTORIA NIAGARA FALLS PARK, hereinafter called the Lessors,

Of the first Part.

and

ESTUDIOS Y OBRAS de INGENIERIA, a limited liability company organized under the laws of Spain having its principal place of business at Bilbao, Spain, represented by EDMUND G. SPILSBURY of the Borough of Manhattan, City, County and State of New York, its attorney, hereinafter called the Lessees,

Of the Second Part.

WHEREAS the Lessees have applied to the Lessors for permission to construct and operate an aerial tramway extending across the Whirlpool from a location at or near Colts' Point on the west bank of the Niagara River to a location at or near Thompson's Point on the west bank of the Niagara River as shown on the annexed plan, and the Lessors have agreed to allow the Lessees to construct and operate the said aerial tramway and to lease to them sufficient land at the said points whereon to construct and operate the said railway, on consideration of the Lessees paying to the Lessors a minimum rent of \$3,500 a year and in addition thereto a percentage of the gross receipts which the Lessors might receive by operating, or in connection with the operation of the said aerial tramway hereinafter specified.

NOW THIS INDENTURE WITNESSETH that in consideration of the rents, covenants and conditions hereinafter reserved and contained on the part of the Lessees the Lessors have demised and leased unto the Lessees all those two certain parcels or tracts of land situate lying and being in the Township of Stamford in the County of Welland on the west bank of the Niagara River at or near Thompson's Point and at or near Colts' Point which may be more particularly described as follows:

(1) That certain parcel or tract of land at or near Thompson's Point on the west bank of the Niagara River having a frontage on the edge of the cliff of the said west bank of fifty feet and extending back from the said west bank at a uniform width of fifty feet, one hundred feet, which said parcel of land has been heretofore staked by the Superintendent of the Queen Victoria Niagara Falls Park and is marked in blue on the plan hereto annexed, which plan is signed by John H. Jackson. Superintendent of the said Park.

(2) That certain parcel or tract of land situate lying and being in the said Township at Colts' Point on the said Niagara River. and having a frontage on the edge of the cliff of the Niagara River of fifty feet and running back at a uniform width of fifty feet sixty-six feet to the lands of the International Railway Company, which parcel of land has been heretofore staked by the Superintendent of the

Queen Victoria Niagara Falls Park and is marked in red on the said plan hereto annexed.

PROVIDED that the above descriptions shall not be construed so as to include the lands on the slopes lying between the said edges of the cliffs and the water's edge of the river which are hereby excepted from this lease.

TO HAVE AND TO HOLD the said demised premises for and during the term of ten years to be computed from the first day of May, 1914, and thenceforth next ensuing and fully to be complete and ended.

YIELDING AND PAYING therefor yearly and every year during the said term unto the said Lessors and their successors a minimum rent of three thousand five hundred dollars (\$3,500) per year to be payable in quarterly payments on the following days and times, that is to say: August 1st, November 1st, February 1st, and May 1st in each year, first payment to be made August 1st, 1914, and in addition to said rent as additional rental yielding and paying therefor of the gross receipts for each year derived from or in connection with the said aerial railway commencing on the 1st day of May, 1914, above \$35,000 and up to \$45,000, twenty-five per cent., (25%) and of the gross receipts for each said year above \$45,000 and up to \$55,000 thirty-five per cent. (35%), and of the gross receipts for each said year above \$55,000 fifty per cent. (50%).

On the 1st days of August, November, February and May in each year the Lessees covenant and agree to deliver to the Lessors a statement showing the gross receipts of the company during the preceding quarter and shall at the same time pay to the Lessors whatever percentage of the gross receipts such statement shall show the Lessors shall be entitled to over and above the said minimum rent.

The Lessees covenant with the Lessors:

1. To pay rent.
2. And to pay taxes.
3. And to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.
4. And that the said Lessors may enter and view state of repair, and that the said Lessees will repair according to notice in writing, reasonable wear and tear, and damage by fire, lightning and tempest only excepted.
5. And will not assign or sublet without leave.
6. Proviso for re-entry by the said Lessors on non-payment of rent or non-performance of covenants.
7. That they will not at any time during the currency of this lease on the said lands build or construct or commence to construct terminal buildings or other structures or any part thereof of any kind or description until they shall have obtained the approval in writing of the Minister of Public Works for Ontario to the plan and specifications therefor, and that they will when such approval has been obtained conform to the said plans and specifications in every particular.
8. That they will during the entire currency of this lease keep accurate books of account in form to be approved of by the Lessors, and that they will faithfully and truly enter in such books of account all their receipts received from the operation of or in connection with the said undertaking and such books of account shall at all reasonable times be open to the inspection of the Lessors' appointee.
9. That the undertaking shall not be opened for operation until approved by the Minister of Public Works for Ontario or his appointee in writing.
10. That no advertising matter excepting the reasonable advertisement of the undertaking shall be located or done on the land or buildings erected thereon.

11. That if at any time or times the plant shall in the opinion of the engineer to be appointed by the Minister of Public Works for the Province of Ontario be or become unsafe all operations of the undertaking shall cease until such repairs or alterations are made therein as are directed by and to the satisfaction of such engineer.

Provided that the Lessee may at the expiration of the said term of ten years renew this lease for a further term of ten years on the same terms and conditions, and the indenture of lease shall contain a like provision for renewal as shall every subsequent indenture of lease of the premises, it being the agreement and intention of the parties that the Lessees shall be entitled to renew this lease for the same period and on the same terms and conditions from time to time as each ten year period expires until the Lessors shall have exercised the option to purchase herein-after contained.

It is agreed between the Lessors and Lessees that at the end of the second ten year period and at the end of each succeeding ten year period the Lessees shall have the right to purchase the aerial tramway including the plant, material, fixtures and structures and other tangible assets of every kind connected with the said undertaking at their then actual value paying nothing for goodwill or any other rights connected therewith.

If any difference shall arise between the parties touching the said actual value then and in every such case the matter in difference shall be referred to the arbitration of three arbitrators, each party to appoint one and the two so appointed to appoint a third arbitrator, and such arbitration shall be under the provisions of the Arbitration Act (Ontario).

The Lessees agree to accept this lease subject to the rights of any and all corporations to or in respect of the said lands, and that they shall have no cause of action or claim against the lessors for any disturbance whatsoever or for any loss which they may sustain or be put to by reason of any act of the Lessors before the execution of this lease.

The Lessees covenant that they will have completed and open for operation the said aerial tramway before the first day of January, 1915.

The Lessees have on the execution of this lease deposited with the Lessors the sum of five thousand dollars (\$5,000) as security for the fulfillment of their covenant to have the said aerial tramway complete and open for operation before the first day of January, 1915, and it is agreed that in the event of the said Lessees not having the said aerial tramway completed and open for operation before the first day of January, 1915, they shall forfeit the said five thousand dollars (\$5,000) to the Lessors as liquidated damages for such breach of covenant, it being the intention that the said sum shall in such case be retained by the Lessees as agreed compensation for such breach of covenant and without any need to prove and irrespective of the actual damages sustained, and this lease shall thereupon be determined and become void and the Lessors may resume possession of the premises.

Provided always that if any part of the said rents whether payable under this lease or in respect of the said renewal term or terms shall be in arrears for thirty days whether legally demanded or not the Commissioners, or if not then an existing corporation, the Government of the Province of Ontario may re-enter on the premises or any part thereof in the name of the whole, and thereupon this lease shall determine and the remainder of the term then current shall terminate as well as any renewal or renewals thereof which under this indenture may be claimed.

The Lessees hereby covenant, promise and agree with the Lessors that they will pay to and indemnify and save harmless the Lessors from all loss, costs and

damages which they may pay, sustain or become liable for in respect of any injury personal or financial which any person, firm or corporation may suffer by reason of any act, neglect or default of the Lessees, their agent or workmen, and that they will pay to the Commissioners all costs between solicitor and client which the Commissioners may pay or become liable for in defending any action which may be brought against the Commissioners for or in respect of any alleged Act, neglect or default of the Lessees whether such action or claim is sustainable or not.

IN WITNESS WHEREOF the corporate seal of the Commissioners has been hereunto affixed by their Chairman who has also signed these presents in certification of the due execution hereof by the Commissioners, and these presents have also been duly executed by the Lessees by their attorney EDMUND G. SPILSBURY duly authorized for that purpose.

SIGNED SEALED AND DELIV-
ERED
in the presence of
JEAN WAID.

J. W. LANGMUIR,
Chairman.
Queen Victoria Niagara Falls Park.
(Seal.)

Witness to the signature of E. G.
Spilsbury.
M. McINTYRE.

Estudios y Obras de Ingenieria by
EDMUND GYBBON SPILSBURY
Attorney in fact.
New York,
Nov. 18th, 1913.

AGREEMENT FOR TABLE ROCK AND REFECTORY.

THIS INDENTURE made the ninth day of January, one thousand nine hundred and fourteen.

IN PURSUANCE OF THE ACT RESPECTING SHORT FORMS OF LEASES.

BETWEEN:

THE COMMISSIONERS FOR THE QUEEN VICTORIA NIAGARA FALLS PARK, hereinafter call the Commissioners,

Of the First Part,

and

ROBERT P. SLATER of the City of Niagara Falls in the Province of Ontario, merchant, hereinafter called the Lessee,

Of the Second Part.

WITNESSETH that in consideration of the rents, covenants and agreements, hereinafter reserved and contained on the part of the Lessee, for himself his executors, administrators and assigns to be paid, observed and performed, the Commissioners have demised and leased, and by these presents do demise and lease unto the Lessee, his executors, administrators and assigns, all these messuages or tenements situate in the City of Niagara Falls within the Queen Victoria Niagara Falls Park System known as the Park proper, and known as the Table Rock House, and part of the building known as the Refectory Building together with the rights

and privileges hereinafter specified but subject to the conditions and stipulations hereinafter specified, the said rights and privileges to be held and enjoyed by the said Lessee, his executors, administrators and assigns, as appurtenant as a whole to the demise and lease of the said buildings.

TO HAVE AND TO HOLD the said demised premises together with the said rights and privileges as aforesaid for the term of one year from the date hereof when the same is to be fully complete and ended.

AND IT IS HEREBY AGREED by the parties hereto that the rights and privileges hereinbefore mentioned to be held and enjoyed as appurtenant as a whole to the demise and lease of the said buildings, and the stipulations to which the said rights and privileges are subject are as follows:

HYDRAULIC LIFT AND TUNNEL.

(1) The exclusive right of the Lessee to use the electric elevator at Table Rock House, for which the Commissioners are to furnish or procure to be furnished the motive power together with the right to take visitors under the Falls by means of the existing tunnel, with the use of dressing rooms in the Table Rock House, and the collection of tolls from visitors for such uses.

(2) The tolls collectable from visitors for the use of the elevator, tunnel, etc., including charges for guides and suitable apparel, shall not exceed, for each visitor going under the Falls (provided by the Lessee with oiled dress and guide) fifty cents.

(3) For each visitor going under the Falls, including the use of the elevator, without guide or dress, twenty-five cents.

(4) Subject to the following stipulations, to be observed, kept and performed by the Lessee.

(5) To keep the electric elevator in a good state of repair, and to protect the same from frost during the winter.

(6) To keep the tunnel and the several portals appertaining thereto, together with such paths below the cliff as the Commissioners may authorize to be constructed, in good order and condition.

(7) The foregoing repairs, protection, order and condition to be kept and maintained to the satisfaction of the Superintendent of the Park, as also the protection afforded to visitors, and the method of conducting the business.

(8) The tunnel and paths under the cliff may be extended and improved from time to time by the Lessee, but such extension and alterations are to be made according to plans approved of by the Park Commissioners.

PHOTOGRAPH BUSINESS.

(9) The exclusive right to take and produce for purposes of sale within the Park, photographs of scenery and persons, individually and in groups.

(10) The photographs and pictures may be exposed and offered for sale in the Table Rock House, or Refectory, or both, and the rights shall include the right to sell fancy goods and souvenirs in the Table Rock House and Refectory for the purpose in the rooms allotted, but such sales of photographs, pictures and fancy goods and souvenirs shall not be elsewhere within the Park, than as herein specified.

(11) Solicitation for taking persons under the Falls, taking photographs of scenery, and of persons, and for the sale of photographs and photographic views, to be confined to the rooms and premises occupied by the Lessee and for the sale of

fancy goods and souvenirs to be confined to the rooms allotted for sale of photographs, and not elsewhere within the Park.

(12) The line and description of fancy goods and souvenirs sold or offered for sale, shall from time to time be subject to the approval of the Superintendent, and the Lessee shall not sell nor offer for sale fancy goods or any line or class of fancy goods which he may forbid the Lessee to sell.

RESTAURANT IN THE REFECTORY BUILDING AND REFRESHMENTS.

(13) The exclusive right to keep a restaurant in the building known as the Refectory.

(14) The portions of the Refectory Building to be occupied by the Lessee shall be limited to the following, namely:

(a) On the ground floor, the scullery, ice boxes, pantry, north furnace and coal rooms, small lunch room, and the large lunch room to the wire partition defining the main passage.

(b) On the first floor, the large dining room and two private dining rooms, the serving rooms, pantry, kitchen, north verandah and the large verandah east of the north half of the large dining room on the front, and part of the rest room twelve feet by eighteen feet adjoining the dining room.

(c) On the second floor, the printing room, south dark room, seven bedrooms and sitting room, two rear bath rooms, corridor and closets.

(d) The attic: The portions of the said Refectory Building leased hereby are shown in red on the plans attached hereto.

(15) The Lessee during the currency of this lease covenants and agrees that in addition to the meals "A la carte" they will furnish meals to all the public desiring them at all hours at fifty cents per meal, and another meal at seventy-five cents per meal, such meals to be of a quantity and quality satisfactory to the Commissioners' Superintendent, and that at the counter restaurant on the ground floor the charge for any single article is not to exceed five cents excepting that ice cream may be sold at five and ten cents per dish.

(16) No other restaurant shall be permitted by the Commissioners in the Park, but the Lessee shall have the exclusive right to sell refreshments at such points within the Park (if any) where the Commissioners may decide to permit refreshments to be sold, but the manner of doing such business and the accommodation to be furnished to visitors at such points shall be described from time to time by the Lessee to the Superintendent in writing and shall not be deemed allowed until the Superintendent shall have signified his assent in writing.

(17) The Lessee shall not be permitted to take boarders or lodgers in any of the premises to be occupied by him under these presents, nor shall he permit any person to reside or lodge in the said premises except such as are employed in the occupations to be carried on under these presents.

(18) Nor shall the Lessee permit a greater number of persons employed as aforesaid to reside or lodge in the said premises than such number as may from time to time be deemed unobjectionable by the Superintendent.

(19) The persons employed by the Lessee coming in contact with the public shall be clothed in proper uniform and if their conduct, or the conduct of any other person employed by the Lessee shall be such as to be disapproved by the Superintendent, the Lessee shall forthwith dismiss such person from his employment upon being required to do so by the Superintendent.

(20) Yielding and paying therefore the sum of seventeen thousand dollars

for the said term payable in four equal instalments in advance on the following days and times in succession, that is to say, the sum of four thousand two hundred and fifty dollars on the ninth day of January, 1914, the sum of four thousand two hundred and fifty dollars on the ninth day of April, 1914, the sum of four thousand two hundred and fifty dollars on the ninth day of July, 1914, and the sum of four thousand two hundred and fifty dollars on the ninth day of October, 1914, together with five per cent. of the gross receipts derived by the Lessee from all sources connected with the business to be carried on by the Lessee as such Lessee payable as follows: Five per cent. of the gross receipts received by the Lessee during the first three months on the ninth day of April, 1914, five per cent. of the gross receipts received by the Lessee during the second three months of said term on the ninth day of July, 1914, five per cent. of the gross receipts received by the Lessee during the third three months of the said term on the ninth day of October, 1914, five per cent. of the gross receipts received by the Lessee during the tenth and eleventh months on the ninth day of December, 1914, and five per cent. of the gross receipts received by the Lessee during the twelfth month on the ninth day of January, 1915.

The Lessee covenants with the Commissioners that he will keep such books and in such form as the Superintendent shall from time to time prescribe, and will therein in such manner and in such detail as the Superintendent shall direct at the close of each day during said term enter fully, truly and correctly the amount of the said gross receipts received by him as aforesaid on each day, and that he will produce said books in the office of the Commissioners in the Park, and allow the Superintendent or any other person authorized by the Commissioners to examine said books whenever and as often as requested by the Superintendent or the Commissioners so to do.

The Lessee further covenants that he will during said term, deposit the total receipts for each day at latest on the succeeding day (or on the next banking day) in a bank in a separate account and will always keep an amount equal to the five per cent. payable to the Commissioners in said account, and will produce said bank book at said office for inspection when requested by the Superintendent or other person authorized by the Commissioners to inspect same.

That the said Lessee covenants with the Commissioners jointly and severally in manner aforesaid to pay rent, and to pay all municipal taxes or school rates which are legally chargeable against the Commissioners by reason of their occupation of the premises in manner and form hereby demised to them, and to repair and in manner and as hereinbefore provided. And that the Commissioners and Superintendent of the Park or either of them may enter and view state of repair and that the said Lessee will repair according to notice, and that in respect of the repair of the elevator or the protection thereof from frost during the winter, on such notice as the Superintendent shall fix and leave in writing on the premises.

And that the Lessee will not assign or sub-let without leave, and that he will leave the premises, including the elevator, tunnels, portals and paths in connection with the tunnel in good repair.

Proviso for re-entry by the Commissioners on non-payment of rent or non-performance of covenants.

The said Commissioners covenant with the said Lessee for quiet enjoyment.

And the Commissioners covenant with the Lessee, his executors, administrators and assigns, that they will not grant or confer upon any other person, or upon any company, any of the rights and privileges contained in the paragraphs numbered one to nineteen inclusive, provided that the Lessee, his executors, admin-

istrators or assigns shall duly observe and perform upon their part all matters and things by them or any of them undertaken to be done, observed and performed in any by these presents.

IN WITNESS WHEREOF the party hereto of the second part has hereunto set his hand and seal the day and year first above written, and the parties of the First Part have hereunto affixed their corporate seal under the hand of J. W. Langmuir their proper officer.

Witness:

JOHN H. JACKSON.

} R. P. SLATER, (Seal.)
J. W. LANGMUIR, (Seal.)
Chairman.

COUNTY OF WELLAND.

} I, John Herbert Jackson, of the City
of Niagara Falls in the County of
Welland, Civil Engineer, make oath
and say:

1. That I was personally present and did see the annexed instrument and duplicate thereof duly signed, sealed and executed by Robert P. Slater one of the parties thereto.

2. That the said instrument and duplicate were executed by the said party at the City of Niagara Falls.

3. That I know the said party.

4. That I am a subscribing witness to the said instrument and duplicate.

SWORN before me at the City of
Niagara Falls in the County of
Welland, this 29th day of January,
1914.

} JOHN H. JACKSON.

F. C. MCBURNEY,

A Commissioner, etc.

QUEEN VICTORIA NIAGARA FALLS PARK SYSTEM.

BY-LAWS, REGULATIONS AND TOLLS.

Approved by the Lieutenant-Governor in Council, 31st day of March, A.D. 1914.

PROTECTION TO PARK PROPERTY.

Injuring and defacing.

1. (a) No person shall climb, break, cut, trample upon, remove, or in any way injure or deface any ornament, tree, plant, shrub, flower, flower-bed, turf, sign, seat or any of the fences, bridges, buildings or other constructions within the Park; nor shall any person write upon any fence, bench, seat, rock, stone or structure. No animal shall be tied to any tree, shrub or structure whether movable or immovable within the Park, except as provided for that purpose.

Refuse dumping.

(b) No person shall throw, dump, or cause to be thrown or dumped any ordure, filth, dirt, wood, ashes, stone or substance within the Park, or along, or over the river bank, or talus embraced in the Park System. All papers, litter, refuse, garbage or rubbish of any kind, shall be placed in cans or baskets where provided for that purpose, and throwing of litter, etc., upon the ground is forbidden.

Animals at large.

(c) No horse or other animal shall be allowed to go at large in the Park, except that dogs may be allowed therein, when led by a chain or proper dog-leash not exceeding six feet in length.

Firearms and fireworks.

(d) No person shall carry any gun, pistol or other firearm, or fire or discharge any torpedo, rocket or other firework, without the written permission of the Park Superintendent so to do; nor shall any person kindle or build fires unless under the supervision of an authorized Constable or Caretaker within the Park.

Construction work.

(e) No driveway or foot path shall be constructed upon Park property, except under written permit from the Park Superintendent, nor shall any person open, dig up or tunnel under any part of the Park System. No person shall remove any house or building on, along or across any part of the Park System, except under written permit from the Park Superintendent.

Grass, lawn and turf.

(f) No person shall stand, walk, ride or lie upon any place laid out and appropriated for shrubbery, flowers, lawn or turf, where a warning or sign forbidding the same has been placed.

DEPARTMENT OF VISITORS.

Conduct and language.

2. (a) No person within the Park shall utter loud, threatening, abusive or indecent language, or any language tending to create a breach of the peace; or be guilty of any indecent, obscene or disorderly conduct; or wilfully violate any directions for visitors.

Gambling.

(b) No card playing or game of chance shall be permitted within the Park.

Intoxicated persons.

(c) No intoxicating liquors or beverages shall be brought or caused to be brought and drunk within the limits of the Park, nor shall any intoxicated person enter or remain upon any portion of the Park System.

RECREATIONS, AMUSEMENTS AND CELEBRATIONS.

3. (a) All picnics within the Park shall be under the supervision of the Park Superintendent, and may be held in such places only, and at such times as he may allow. All persons using or visiting the play grounds or picnic grounds do so at their own risk. The Park Commissioners shall not either directly or indirectly be held responsible or liable for any injury or damage that may occur to any person, persons or property while on Park grounds. Picnics and games.

Nor shall the Commissioners or any of them be held responsible for any accident or damage that may arise or occur to any visitor or visitors to the Park while using the stairs, platforms or structures placed for the use and convenience of the public whether free or whether a charge is made for the use of same. Athletic games, sports and other forms of recreation or amusement sanctioned by the Board of Park Commissioners may be held or practised in such parts of the Park as shall be designated for such use, under the supervision and control of the Park Superintendent, and subject to the orders of any Constable or other officer on duty connected with the Park System.

(b) No child under twelve years of age shall enter or remain upon the Dufferin Islands, bathe, fish or play along the river bank unless accompanied by, and in charge of some person of mature years. Care of children.

(c) Wading or bathing within the limits of the Park shall be permitted only in the swimming pool at Dufferin Islands, or at points designated from time to time by the Park Superintendent. and such wading or bathing shall be under his supervision and control. Fishing shall be permitted only in the waters of the Niagara River. No basin, pond or fountain shall be fouled by stone, wood or any other substance, or bathed in or waded into. No wild fowl or animal shall be killed caught or disturbed in any manner. Bathing and fishing.

(d) The Commissioners or Park Authorities shall not be held responsible for the value of any goods, money or other articles that may be lost, misappropriated or stolen while bathers, excursionists or other visitors are within the limits of the Park System. Any person finding an article lost within the Park shall immediately deliver the same to an officer of the Board or at the Park Office leaving his address so that in the event of the owner not being found the article may be returned to the finder. Any officer, workman or employee finding an article lost within the Park, or having such an article delivered to him by any person shall at once report, and hand the same in at the Park Office. Any article found within the limits of the Park System and returned to the Park Office will be returned to the owner upon proper identification. Lost and found.

(e) No person shall play upon any musical instrument, carry or display any flag, target or transparency; nor shall any military or private company, band or procession parade, march or drill, or perform any evolution, movement or ceremony; and no person shall do any act tending to congregate persons without written permission from the Park Superintendent so to do within the limits of the Park System. No funeral procession shall pass through the Park. Provided that from any house along the Boulevard, a funeral procession may pass along the Celebrations and processions.

road to the nearest cross street or road in the direction in which the procession is proceeding.

Entering
parks.

(f) Entrance to the Park shall be free, but subject to such restrictions and regulations as the Commissioners may from time to time direct. No one shall enter or leave the Park except at the established entrance ways. Any person or persons within the Park limits between sunset and sunrise shall state their business, if required to do by the Constable or Caretaker on duty at that time.

TRAFFIC ON HIGHWAYS.

Acts which
govern.

4. (a) The Motor Vehicles Act and the Highway Travel Act of the Statutes of Ontario, Canada, with the amendments thereto shall govern all highway traffic within the Park, except as hereafter provided.

Speed limit.

(b) No horses, motor cars, bicycles or vehicles shall be driven or run along or over the roadways within the limits of the Park at a higher rate of speed than ten miles per hour, save and except along or over that portion of the Park known as the Niagara River Boulevard, which extends southerly from the southerly limits of Queen Victoria Park along the shore of the Niagara River to the northerly limits of the Village of Bridgeburg, where through, along or over the said Boulevard the speed limit allowed shall be twenty miles per hour; provided always that the said horses, motor cars, bicycles or vehicles must conform to the speed limits which may now or hereafter be stipulated by By-law for, along, through or over the streets of any city, town, village or hamlet, through which the said Boulevard roadway passes. Provided further that no person shall drive along or over the roads or drives of the Park at a rate of speed greater than is reasonable and proper, having regard to the traffic and use of the highway, or so as to endanger the life or limb of any person, or the safety of any properties.

Non-skidding
devices.

(c) No person shall run or drive any motor car, bicycle or other vehicle on the highways of the Park, on any of whose wheels is a tire chain or non-skidding device, except when such highways are covered with sleet, ice or snow.

Traffic areas.

(d) No animal or vehicle of any description shall be allowed to travel within the Park, except upon roadways or other places appropriated for such animals and vehicles, nor will any animal or vehicle be allowed upon any foot path; nor will any animal or vehicle be allowed to stand on any roadway, except at such places as the Park Superintendent may designate for such purpose. Bicycles may be ridden on the roadways or upon such bicycle paths as the Park Superintendent may from time to time direct, conforming in all cases to the speed limit governing the area traversed.

Vehicles for
hire.

(e) No person shall solicit or invite passengers for any coach or other vehicle for hire within the Park, nor shall any hackman, driver or chauffeur of any vehicle for hire leave his vehicle unattended while in the Park. All hackmen, drivers or chauffeurs of vehicles for hire shall demean themselves in an orderly and respectful manner, and for any breach of this or any By-law, or for any extortion or attempt at extortion or misrepresentation by any hackman, driver or chauffeur from, or to any person carried or driven by him to, or in said Park or any part

thereof, the person so offending may be excluded by the Park Superintendent from the Park for such length of time as said Superintendent may direct, and in addition such person shall be liable for the penalties hereinafter provided.

(f) No wagon, cart, dray, truck or other vehicle for the carrying of, or laden with, merchandise, wood, coal, hay, manure or material of any kind shall be permitted on the roadways of the various Parks, except for the purpose of delivering material to points within said Parks. No wagon, cart, dray or other vehicle for carrying materials over the Boulevard roadway from Chippawa to Bridgeburg having a carrying capacity of two thousand pounds or over shall have tires on the wheels of such vehicles less than three inches in width, and all wagon boxes, racks, or platforms on any conveyance used for freighting or trucking along or over the Boulevard shall be so constructed and so loaded that no material shall fall therefrom to the roadway or any adjacent area. No traction engine shall be allowed to traverse the roadways of the Park System, except upon the Boulevard roadway between Chippawa and Bridgeburg, for the use of owners or tenants of properties abutting on the Niagara River Boulevard, and then only when strips of wood have been wired securely between the lugs on the tires of the wheels so as to prevent the tearing up of the road surface by the operation of the said engine. Slow moving vehicles will keep close to the curb. Trucking and freighting.

(g) No animal shall be driven along, over or through the Park, except that animals may be driven along or over the Boulevard for the purpose of watering in the upper Niagara River, but such watering of animals must be accomplished so that said animals shall be confined to existing runways to the water's edge to prevent injury to the grass, sward, turf, shrubs or trees in that vicinity. Cattle driving.

(h) No person shall place or deposit, nor allow to be placed or deposited on the roadways of the Park, or any part thereof, any material without permit from the Park Superintendent so to do, and every person using any portion of the said roadway, or any part thereof, under such permit for the purpose of erecting or repairing any building, or for the placing or keeping any building material or any other article or thing thereon which will be an obstruction or in any respect dangerous to travel shall cause two or more red lights to be placed in conspicuous places from sunset until sunrise of each day until the obstruction is removed, and shall construct and maintain proper safe guards around or over such obstruction. No such permit shall be granted under this clause unless in the application therefor the party applying shall agree to indemnify the Park Commissioners against all liability for injury to any person or property arising from such obstruction. Obstructions to traffic.

PERMITS AND LEASES.

5. (a) It shall be unlawful for any person or persons to expose or cause to be exposed any article or thing for sale, to do any hawking or peddling, to distribute dodgers, or to erect for any purpose a booth, tent, stall or other structure on Park or Boulevard property, provided that nothing herein contained shall be construed to prevent the carrying on of any business or enterprise sanctioned by lease or permit from the Board of Park Commissioners. Sale of wares

Advertising.

(b) No vehicle displaying a placard or advertisement of any kind shall be driven on the roadways of the Park for advertising purposes, nor shall a placard, notice or advertisement of any kind or nature be distributed, posted or attached to anything movable or immovable within the limits of the Park System, save under permit from the Park Superintendent. No person shall injure, deface or destroy any notice, rule or by-law posted in the Park.

Soliciting contributions.

(c) No person shall beg or tell fortunes, solicit patronage to or for any person or persons, occupation or business; nor shall any person within the limits of the Park System beg, solicit or invite subscriptions or contributions to or for anything whatsoever, except under permit from the Park Superintendent so to do.

Tolls.

(d) The following tolls shall be taken and collected for the use of works, appliances, and for services within the Park:

1. For each person using the lift at Table Rock without waterproof suit or guide	\$0 25
2. For each person using the lift at Table Rock with waterproof suit and guide	0 50
3. For each person using the stairway at Brock's Monument.....	0 15
4. For opening and closing graves at Lundy's Lane Cemetery:	
(a) A child under six years.....	2 00
(b) A child between the ages of six and twelve years.....	3 00
(c) A person over twelve years of age.....	5 00
(d) An additional charge for each funeral held on Sunday....	2 00

JURISDICTION OF BY-LAWS AND PENALTIES.

Areas included.

6. (a) In these By-laws and any amendments and additions hereto the words "Park," "Parks" or "Park System" shall mean and include Queen Victoria Park and Niagara Falls, Queenston Heights Park, Niagara Glen, the old fort grounds at Fort Erie, Lundy's Lane Burying Ground, Butler's Burying Ground at Niagara-on-the-Lake, the Niagara River Boulevard, and all other lands which are now, or may hereafter be, vested in, or come under the control of the Queen Victoria Niagara Falls Park Commissioners.

Prosecution.

(b) No prosecution shall be maintainable for any breach of any of these By-laws excepting by some person acting under the authority of the Park Commisioners or the Park Superintendent.

Penalties.

(c) Every person charged with a breach of any of the foregoing By-laws shall upon conviction before any Magistrate or Justice having jurisdiction in the premises be liable for every such breach or offence to a penalty not exceeding twenty (\$20) dollars.

NOTICE.

It is the duty of Employes to enforce the By-Laws and Regulations. Visitors are requested to report any violation, extortion or attempt at extortion, and any neglect of duty on the part of employes.

JOHN H. JACKSON,
Superintendent.

ORDER-IN-COUNCIL APPROVING OF BY-LAWS, REGULATIONS
AND TOLLS.

Copy of an Order-in-Council approved by His Honour the Lieutenant-Governor, the 31st day of March, A.D. 1914.

Upon the recommendation of the Honourable the Minister of Public Works, the Committee of Council advise that pursuant to section 15, Chapter 50, R.S.O. 1914, and sub-section 2 of section 4, Chapter 51, R.S.O. 1914, the accompanying By-laws, Regulations and Tolls for The Queen Victoria Niagara Falls Park System made by the Commissioners of The Queen Victoria Niagara Falls Park under the powers conferred upon them by the said Acts be approved by Your Honour.

Certified,

J. LONSDALE CAPREOL,

Clerk, Executive Council.

QUEEN VICTORIA NIAGARA FALLS PARK.

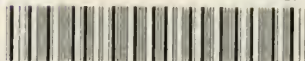
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