

THIRTIETH ANNUAL REPORT

OF THE

COMMISSIONERS

FOR THE

Queen Victoria Niagara Falls
Park

1915

PRINTED BY ORDER OF
THE LEGISLATIVE ASSEMBLY OF ONTARIO



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COMMISSIONERS FOR THE QUEEN VICTORIA NIAGARA
FALLS PARK

P. W. ELLIS, Chairman, Toronto.

GEORGE H. WILKES, Brantford.

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

LIONEL H. CLARKE, Toronto.

WILLIAM L. DORAN, Niagara Falls.

JAMES D. CHAPLIN, St. Catharines.

DR. H. Y. GRANT, Niagara Falls.

JOHN H. JACKSON, C.E.,
Superintendent.

J. HARRISON PEW,
Assistant Superintendent.

HENRY J. MOORE,
Chief Gardener.

WALTER M. GORING,
Assistant Engineer.

PARLIAMENT BUILDINGS,
TORONTO.

*To the Honourable JOHN STRATHEARN HENDRIE, C.V.O., a Lieutenant-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 Thirtieth Annual Report of the Queen Victoria
Niagara Falls Park Commission, 1915.

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 Thirtieth Annual Report of the Commissioners for the Queen Victoria Niagara Falls Park (being for the year 1915), 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,

P. W. ELLIS,

Chairman.

Niagara Falls. Ontario. July 27th. 1916.



THE LATE JOHN W. LANGMUIR.
Chairman Queen Victoria Niagara Falls Park Commission.

THIRTIETH ANNUAL REPORT
OF THE
Commissioners for the Queen Victoria
Niagara Falls Park

To the Honourable LIEUTENANT-COLONEL J. S. HENDRIE, C.V.O.,
Lieutenant-Governor of the Province of Ontario.

MAY IT PLEASE YOUR HONOUR:

The Commissioners for the Queen Victoria Niagara Falls Park System submit herewith for the information of the Legislature the Thirtieth Annual Report covering details of administration for the fiscal year ending December 31st, 1915.

Before entering upon a résumé of the operations comprising the maintenance and improvement of the Park System, it is only fitting that some extended reference should be made to the passing away of the Chairman of the Board, the late Mr. John Woodburn Langmuir, on May 12th. As far back as 1878 the national preservation of the Falls of Niagara and the adjacent territory had been suggested by Lord Dufferin, and on the New York side by Governor Robertson, but it was not until 1880 that any definite action was taken. In this year the Provincial Legislature of Ontario conferred upon the Dominion Government authority to carry out the project in so far as lands under the jurisdiction of the Ontario Government were concerned. When, however, it appeared that the Federal authorities were not inclined to take advantage of the Provincial Act, the Legislature of Ontario in 1885 passed an Act for the preservation of the natural scenery about Niagara Falls, and appointed Sir Casimer Gzowski, Mr. John Woodburn Langmuir, and Mr. J. Grant MacDonald, Commissioners, with power to select lands and outline the beginning of what now comprises the Queen Victoria Niagara Falls Park System. After the selection of property and the arbitration proceedings necessary to obtain possession of the one hundred and fifty-four (154) acres of land enclosed in the original Queen Victoria Park at a cost of nearly one-half million dollars, the Queen Victoria Niagara Falls Park Act was passed in 1887, and Mr. Langmuir was retained on the Board charged with the administration of the Park. From the very commencement Mr. Langmuir took a keen interest in the Park scheme, and not only made himself conversant with the business administration, but became an intelligent critic of landscape design.

When in 1893 Sir Casimer Gzowski resigned as Chairman and member of the Park Commissioners, Mr. Langmuir was elevated to the head of the Board and filled that position until his death. Always active in any work upon which he was engaged the Chairmanship of the Board gave opportunities to bring Queen Victoria Park into the front rank of pleasure grounds visited by tourists.

and it may be said that this result was made possible by the independent thought and work of the late Chairman. Difficult as is park work usually, the beginning of this system was rendered unusually so, because the Provincial Legislature had made no provision for financial aid but proceeded on the assumption that the tolls and concessions would pay for the upkeep and development. When these sources of revenue failed to meet requirements and additional moneys had to be secured, it was under Mr. Langmuir's guidance that the various Power Companies' franchises were negotiated, and it was largely due to his forethought and keen business ability that the agreements under which the large rentals now enjoyed were entered into. When it is considered that the first agreement was made in 1892, and that power development on the Canadian side did not assume active form until 1901, it can readily be seen that the Commissioners of the early days were pioneers blazing an unknown trail, leading happily to splendid results exceeding their highest expectations. Mr. Langmuir gave of his services unstintingly, and laboured with indefatigable zeal in developing the Park System now recognized as one of the most important assets of the Province of Ontario and Dominion of Canada.

The Commissioners, convening at Niagara Falls on August 17th, 1915, took formal recognition of the passing away of Mr. Langmuir, the Chairman of the Board for nearly twenty-three years, and decided to erect a suitable memorial in permanent form to the man who was so largely responsible for the expansion and growth of the frontier parks along the Niagara River. His work will ever stand as a monument proclaiming more forcibly than mere words the worth of the man who directed the early policy of the Park in all of its larger aspects.

By Order-in-Council, dated June 1st, 1915, Mr. Philip William Ellis, a member of the Commission since 1905, was appointed to the Chairmanship, he having acted for some years as Vice-Chairman in the absence of Mr. Langmuir. Otherwise the personnel of the Board remains the same as at December 31st, 1914, including seven members.

A very pleasing event was the luncheon tendered by the Commissioners of the State Reservation at Niagara to the Lieutenant-Governor of New York State on August 17th, when the Queen Victoria Niagara Falls Park Commissioners were invited guests. Strange as it may seem, and notwithstanding the fact that the Commissioners were the offspring of the idea presented in the preservation of Niagara Falls internationally, the Boards had not hitherto met for joint discussion or social entertainment. It is believed that exchange of thought made possible by such gatherings would be beneficial to both bodies in the discharge of their respective duties, and it is hoped that many similar occasions will be taken advantage of.

Another year has passed under conditions created by the continental struggle in Europe following the declaration of war in the first part of August, 1914. Under such conditions, and with very uncertain prospects from the labour market, it was not considered prudent to outline or propose for immediate construction any of the larger schemes which have engaged the attention of the Commissioners, although several of them are most urgently needed. The estimates, therefore, upon capital account were reduced to very modest proportions, and not all of the items for which authority was given were proceeded with. The largest single work was the completion of the Niagara River Boulevard from the north limit of the Village of Bridgeburg to the ferry landing in Fort Erie. This work is referred to more extensively under its proper heading.



Hybrid Bedding Begonia, in centre. Raised in Park Greenhouses.

QUEEN VICTORIA PARK.

The military guard established in Queen Victoria Park shortly after the declaration of war has been continued and augmented during the year until posts have now been placed from the head works of the Ontario Power Company to the Administration Building. The three bridges at Niagara Falls, Ontario, are also guarded, while a strong picket has been posted at Queenston Heights, both in the vicinity of Brock's Monument and on the bridge portal. The main encampment in Queen Victoria Park has been located immediately north of Jolly Cut upon the old cricket crease, and materially curtails the area available for public picnic parties. During the winter months of 1915 the whole guard was billeted in the Administration Building necessitating a number of changes and considerable expense.

One of the improvements that it was hoped might be undertaken in the immediate future was the construction of shops and barns adequate for the needs of the Park proper, but when it was found impossible to proceed with this work it became necessary to add a carpenter shop to the present plant. This has proved of considerable value and provides room during inclement weather, and for the storing of materials.

During the year the Canadian Niagara Power Company notified the Commissioners of its intention to install three additional units in its power house, already completed. These units when finished will make a total of ten generators, five of 10,000 horse-power capacity each, and five of 12,500 horse-power capacity each.

The privileges at Table Rock House and the Refectory in the Park were leased for the year 1914 to R. P. Slater for a fixed rental of \$17,000, and in addition thereto five per cent. of the gross receipts. There was derived from this lease the sum of \$19,891.68, but owing to war time conditions, the embargo on horse-drawn traffic across the Upper Steel Arch Bridge, and general depression throughout both Canada and the United States, the Lessee represented that it would be unfair to require a similar rental for the year 1915. Examination having established the contention of the Lessee, it was decided to allow him the same privileges to December 31st, 1915, for the sum of \$12,000, or thirty per cent. of the gross receipts, whichever of these amounts appeared the more advantageous for the Commissioners. The receipts proved that thirty per cent. was the greater amount, and therefore, this was paid by the Lessee, the amount being \$14,881.16, but \$2,881.16 was not received until after the close of the fiscal year. The lease for 1915 was for a period of one year similar to the one for 1914, and this places the Commissioners in the position of being able to take over and operate the concessions at the end of any year. Owing to the disappointing returns for 1914, it was considered fair to allow the Lessee to operate for another year, and the full detail of receipts from all sources gives information for the future operation of this and other privileges.

Reference was made in the Twenty-sixth Annual Report under the heading of "Water Diversions" to the gradual but constant wear on the crest of the Horseshoe Falls, and more particularly in the central angle at a point which may be termed the "notch." Since 1911 several falls of rock have occurred at this apex of greatest wear, and in the last several years it has had a marked effect upon the levels of the water at the lower Hydro-Electric developments in Queen Victoria Park. It has been suggested that the question of more equitably distributing the water over the wetted perimeter of the Horseshoe Falls is one worthy of most

serious consideration. The fact that erosion is taking place is one of the known factors, but many other factors are unknown and require extensive study and some experimenting to learn full details of. It would appear that the time has come when the authorities on the Canadian and United States sides of the Niagara River should take up the matter actively with a view to effecting some remedy after the most careful study. Considerable time will require to be spent, and data gathered now rather than some years hence will forward the project by just that interval. If the main outlines of investigation were determined much of the detail work of tabulating facts could be proceeded with, and the technical staffs on both sides of the Niagara River could be used for this purpose.

POWER COMPANIES.

The large demand for electrical energy throughout towns and cities adjacent to Niagara Falls has now taxed the three Power Companies developing in Queen Victoria Park to the limit of their present capacities, and it appears certain that the near future will see two of these Corporations extending their facilities to the limit of the franchise agreements. The Canadian Niagara Power Company, transmitting practically all of its energy to New York State, has developed over 75,000 horse-power out of a total ultimate development of 100,000 electrical horse-power. The Ontario Power Company, supplying energy in both Ontario and New York State, has reached a capacity of over 163,000 horse-power out of a total authorized development of 180,000 electrical horse-power. The Electrical Development Company, supplying electrical energy in Ontario and a small amount to New York State, has reached its full franchise right of 125,000 electrical horse-power.

The negotiations for ending the dispute between the Commissioners and the Power Companies relative to additional rentals were carried on during the year, but have not yet resulted in a final agreement.

OUTLYING PARKS.

The usual work on maintenance and some improvement was carried on at the outlying points, namely, Queenston Heights, Niagara Glen, Lundy's Lane Burying Ground, and the old fort grounds at Fort Erie. At Queenston the work of removing the undergrowth and dead wood on the escarpment side was vigorously proceeded with and progressed to the point where a considerable area is now practically free from the danger of fire. This popular picnic ground, frequented by tourist and day party alike, proved itself most attractive during the season. Unfortunately, however, on July 7th, an accident occurred to one of the International Railway Company's summer cars in descending the grade from Brock's Monument to the steamer landing. A heavily loaded suburban type of car became unmanageable and attained such speed that it failed to negotiate the last curve at the Niagara River bank, and overturned, crashing into a clump of trees. There were a number of fatalities and a great many people injured. The railway had been operated since 1892 without mishap other than minor accidents, notwithstanding the grades and curves necessary to descend from the upper to the lower plateaus. After a most searching enquiry by a coroner's jury, the cause of the accident was not disclosed, but no blame was attached to the car crew. Since the unfortunate occurrence the Ontario Railway and Municipal Board, having jurisdiction over the International Railway Company, has required the installa-



Skew Bridge, Usher's Creek, Niagara River Boulevard.

tion of an additional safety switch and other improvements which it is believed will render the recurrence of such a disaster impossible. The occurrence coupled with the large number of fatalities deterred many parties from coming to Queenston during the remainder of the season.

The lease of souvenir and photographic privileges at Queenston and the Whirlpool was given in 1914 to T. W. Midforth for the sum of \$1,000 and ten per cent. of the gross receipts, realizing for the Commissioners the sum of \$1,923.83, \$1,000 paid in 1914 and \$923.83 paid in 1915. Owing, however, to the poor season, partly as a result of the Queenston accident, and partly because of general conditions of depression, the same lease for 1915 was awarded on the basis of a fixed rental of \$1,000 and five per cent. of the gross receipts taken in. The gross receipts, however, were so far below the average that the Commissioners accepted the fixed sum and \$16.17 for the joint rental to the end of December, 1915.

Included in the Twenty-eighth Annual Report was the agreement with Spanish capitalists authorizing the construction of an aerial tramway across the Whirlpool from Colt's Point to Thompson's Point. From these two termini it was proposed to suspend cables on which would run a steel framed car hung from the underside and capable of carrying passengers to the centre and across the Whirlpool. This franchise was not proceeded with actively until 1915 when the company obtained the sanction of the Minister of Public Works, as required under agreement, to their plans and designs. After the approval was obtained construction operations were vigorously prosecuted, and it is expected the undertaking will be open for commercial operation in 1916. In order that the sides of the gorge might be interfered with as little as possible the machinery chambers at Colt's Point and Thompson's Point were both placed below the general surface of the ground, and it is found that the suspended cables do not materially interfere with the views of the river. The Company intend to co-operate with the Belt Line trip as well as secure visitors from the usual back traffic.

BOULEVARD.

A considerable portion of the shrub planting at various points along the boulevard was undertaken in 1915, and many of them are now progressing so that a fair idea of the full treatment may be gained. Just as in the tree planting natural features along the route were taken advantage of, so in the finer finish nothing suggesting the extremely artificial has been allowed to intrude.

In 1914, authority was given by the Government to finish the boulevard roadway from the north limit of the Village of Bridgeburg to the ferry landing in Fort Erie, and it then remained for the Commissioners to negotiate with the two municipalities to secure definite agreements covering the proportions of cost as between the village authorities and the Park Board. After considerable difficulty this was arranged both with Bridgeburg and Fort Erie, and contracts were let for a concrete roadway eighteen (18) feet in width with macadam shoulders on either side three (3) feet wide for the entire length. This work was constructed during the summer and fall months, and now the route of the roadway is completed from Niagara Falls to the ferry landing in Fort Erie. The concrete type of roadway was adopted owing to the large amount of steel-tired traffic and the heavy wear that was to be expected through the two adjoining villages. It is believed that this type of construction will prove adequate for the traffic, although it is doubtful whether it would be satisfactory for the entire length of the roadway.

There are still a large number of improvements and betterments to be undertaken, and now that the main route is finished for traffic they may be proceeded with as means permit. Some of the drainage work will require to be supplemented and the road junctions will require to be macadamized to prevent earth from the side roads being tracked on to the macadam surface in the spring and fall seasons.

RECEIPTS AND EXPENDITURES.

The balance of moneys in the bank at the end of 1914 was the sum of \$108,773.32 with \$1,000 additional in the Current Account. The receipts from all sources during the year amounted to \$216,830.64, making a grand total of \$325,603.96. The total of fixed and additional rentals from the three Power Companies amounted to \$177,618.20. The sum of \$4,776.25 was received from the municipalities of Bridgeburg and Fort Erie on account of the construction of the concrete roadway, and does not represent a receipt but a re-payment of moneys paid out by the Commissioners. It will be noted that the tolls from Brock's Monument are for the seven months ending August 1st, the amount being \$666.60. At that date the monument was closed to visitors on the advice of the military authorities, thereby very considerably reducing the receipts. The amount taken in for the year 1914 was \$1,742.10.

The block of four per cent. debentures authorized for boulevard purposes, and amounting to \$65,000, was not disposed of.

The expenditure for Capital Account throughout the Park System amounted to \$33,381.50, of which \$24,699.55 was on account of roadway construction. The maintenance of the entire Park System amounted to \$78,480.50, while interest on debentures required \$32,646.49. Since the beginning of the Park in 1885, no payment had been made on account of the Sinking Fund required by the Statute to take care of the debenture indebtedness. The amount of money on hand, however, warranted the Commissioners in paying over to the Provincial Treasurer the sum of \$100,000 on this account and accrued interest. The balance in the bank after all payments had been made was the sum of \$81,095.47.

The special Savings Account deposited by the Electrical Development Company in 1903 now amounts to \$33,631.96.

The report of the Park Superintendent appended hereto contains full details of the maintenance of the system for the year.

All of which is respectfully submitted.

P. W. ELLIS, *Chairman.*

GEORGE H. WILKES.

L. CLARKE RAYMOND.

W. L. DORAN.

L. H. CLARKE.

J. D. CHAPLIN.

H. Y. GRANT.

Niagara Falls, Ontario, July 25th, 1916.

FINANCIAL STATEMENT, 1915.

RECEIPTS.

Balance in Imperial Bank, January 1st, 1915		\$108,773 32
Ontario Power Company, fixed rental	\$30,000 00	
Ontario Power Company, additional rental	52,330 00	
Canadian Niagara Power Company, fixed rental	15,000 00	
Canadian Niagara Power Company, additional rental	39,938 20	
Electrical Development Company, fixed rental	15,000 00	
Electrical Development Company, additional rental	25,350 00	
R. P. Slater, additional rental, 1914	277 34	
R. P. Slater, fixed rental, 1915	12,000 00	
International Railway Company, rental	10,000 00	
Niagara Spanish Aerocar Company, rental	3,500 00	
Brock's Monument tolls to August 1st, 1915	666 60	
T. W. Midforth, additional rental, 1914	923 83	
T. W. Midforth, fixed rental, 1915	1,000 00	
T. W. Midforth, additional rental, 1915	76 17	
Wharf privileges	502 00	
Bridgeburg and Fort Erie proportions toward cost of Boulevard Extension	4,776 25	
Sundries	1,372 35	
Interest on daily bank balances	4,117,90	
		<u>216,830 64</u>
		\$325,603 96

Guarantee deposits in accordance with agreements:

Estudios Y Obras de Ingenieria	\$5,000 00
The J. C. McNamara Construction Company	2,000 00

Balance in current account "Queen Victoria Niagara Falls Park" accountable warrant	\$1,000 00
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EXPENDITURES, 1915.

CAPITAL ACCOUNT:

Queen Victoria Park:

Equipment for Park system	\$723 15
Trees and shrubs	524 27
Carpenter house	495 16
Parapet wall (1914)	447 28
Dufferin Islands improvements	424 93
Light and telephone conduit (offices)	395 32
Office equipment	330 77
Brick pavement extension	330 21
Drainage and water	71 60
Improvements along escarpment	36 32
Improvements, Administration Building	10 33
	<u>\$3,789 34</u>

Queenston:

Fence along cliff	\$118 48
General improvements	49 10
	<u>167 58</u>

Niagara Glen:

General improvements	\$228 73
	<u>228 73</u>

Niagara River Boulevard:

Road construction (Section No. 5)	\$24,699 55	
Grading, draining and planting	2,907 69	
Lands and moving buildings	714 35	
Construction of road intersections	270 16	
Riprap construction	60 50	
Permanent surfacing of roadway	23 35	
		28,675 60

Lundy's Lane Burying Ground:

Trees and planting	\$20 25	
		20 25
Table Rock House plans	\$500 00	
		500 00

MAINTENANCE ACCOUNT:

Administration:

Superintendent and staff	\$13,908 00	
Office expenses, supplies, postage, etc.	1,152 55	
“ “ travelling	595 61	
Commissioner's expenses	149 70	
		15,805 86

Guards and Caretakers:

Queen Victoria Park	\$6,107 00	
Queenston	960 00	
Niagara Glen	660 00	
Lundy's Lane	622 39	
Boulevard		
Fort Erie	438 00	
Whirlpool	181 50	
		8,968 89

Upkeep:

Queen Victoria Park	\$32,131 44	
Queenston	2,487 28	
Niagara Glen	542 20	
Whirlpool	95 08	
River Road, Niagara Falls	1,087 36	
Lundy's Lane	694 48	
Niagara River Boulevard	15,358 27	
Fort Erie	1 00	
		52,397 11

Miscellaneous:

Insurance	\$621 64	
Legal	680 00	
Expert advice	7 00	
		1,308 64
Interest on debentures		32,646 49
Sinking fund		100,000 00
BALANCE IN BANK, DECEMBER 31st 1915		51,095 47
		\$325,603 96

Statement Showing Amount of Sinking Fund and the Accrued Interest at 3%,
Compounded Half-Yearly, from July 1st, 1887, to June 30th, 1915.

	Debentures.	Date of Issue.	Sinking Fund.	Interest.	Total.
Issue No. 1	\$525,000	July 1st, 1887	\$147,000	\$80,883 00	
Issue No. 2	75,000	July 1st, 1894	15,700	5,976 03	
Issue No. 3	100,000	July 1st, 1908	7,000	732 67	
Issue No. 4	200,000	July 1st, 1910	10,000	717 39	
			\$179,700	\$88,309 09	\$268,009 09
September 15th, 1915 payment on account					\$100,000 00
Balance due					\$168,009 09

STATEMENT OF DEBENTURE INDEBTEDNESS AS AT DECEMBER 31ST, 1915.

	Authorized.	Outstanding.	Interest Rate.	Date of Maturity.
Issue of 1887	\$525,000 00	\$525,000 00	4%	July 2nd, 1927
Issue of 1894	75,000 00	75,000 00	4%	July 2nd, 1927
Issue of 1908	100,000 00	100,000 00	3½%	July 2nd, 1927
Issue of 1909	200,000 00	135,000 00	4%	July 2nd, 1927

900,000
~~18,000~~

735,000

SPECIAL SAVINGS ACCOUNT, 1903-1915.

65,000 redeemed

For maintaining water levels at intake of Canadian Niagara Power Company and International Railway Company:

1903—January 31st, deposited	\$25,000 00
1905—December 30th, interest to date	2,288 41
	<hr/>
	\$27,288 41
Less cost of submerged dam	2,189 32
	<hr/>
	\$25,099 09
1915—November 1st, interest to date	8,532 87
	<hr/>
	\$33,631 96

REPORT OF PARK SUPERINTENDENT.

To the Commissioners for the Queen Victoria Niagara Falls Park.

GENTLEMEN,—Herewith I submit for consideration my eighth annual report detailing the operations and works undertaken in the maintenance and improvement of the Queen Victoria Niagara Falls Park System for the fiscal year closing December 31st, 1915.

GENERAL.

The only works of considerable moment entered upon and executed during the year were the building of the southerly extremity of the Niagara River Boulevard and the continuance of the planting of trees and shrubs along this parkway. Upon these works were spent \$24,699.55 and \$2,907.69 respectively. All of the remaining improvements paid for out of Capital Account include small sums totalling for Queen Victoria Park, \$3,789.34, for Queenston, \$167.58, for Niagara Glen, \$228.73, for the Niagara River Boulevard, \$1,068.36, for Lundy's Lane Burying Ground, \$20.25, and professional services in connection with Table Rock House plans, \$500.00.

Upon Maintenance Account, general administration cost \$15,805.86, guards and caretakers, \$8,968.89, general upkeep, \$52,397.11, miscellaneous items, \$1,308.64, interest on debentures, \$32,646.49, and a first payment upon Sinking Fund Account, \$100,000.

QUEEN VICTORIA PARK.

On the outer driveway forming the elbow around the Dufferin Islands channel new tree growth was planted on all of the areas sufficiently wide between the carriage drive and the water's edge, even extending down the rocky side slope to the water itself. Upon the islands much of the dead standing timber was removed, although some sticks were left where they form supports for the beautiful vines which flourish so freely in this part of the Park. The effect of the removals will be to improve the remaining growth and assist in establishing new young trees to take the place of the older ones. The wood removed was used at the greenhouse and some quantities given to the soldiers during the winter months.

At the area used for shop and yard purposes immediately south of Jolly Cut or Robinson Street, and surrounded by the herbaceous garden an addition was made to the outlay by erecting a separate carpenter shop. This will provide for that employee during wet weather, and also include storage facilities for lumber not immediately needed. It is hoped that the day is not far distant when the whole labour centre problem will receive attention, and probably be removed to a more suitable location in the Park where increased facilities may be secured. For the carpenter some light mill machinery would be of inestimable value, both reducing the time required to obtain small articles and cheapening the cost of production. It will undoubtedly make for efficiency when all of the shops are properly planned and built.

The ice conditions prevailing during the winter of 1914-15 cost the Park a considerable amount of money to keep the roads and paths open for traffic. During January some \$640 was spent on this work alone in the vicinity of the Horseshoe Falls, and for February the sum of \$450 was required. This is a condition over



Tree Surgery—Note the expansion joints and chain. Queen Victoria Park.

which no control may be exercised, because the spray follows the prevailing direction of the wind, and it is simply a case of taking care of whatever amount of ice accumulates upon the roads and paths.

During all of the fall and winter months the larger and more important trees were taken in hand and carefully pruned. Where decay was creeping in, the cavities were filled with concrete according to well accepted methods now put into effect on all prominent Park Systems. It must be pointed out, however, that our facilities for this work are far from adequate to cope with the situation and many specimen trees had to be left entirely to their natural powers of resistance instead of receiving intelligent treatment. When one considers the number of individual trees in Queen Victoria Park and then forms an estimate of the much larger number throughout the System, it must be evident that one man and a helper are merely scratching the surface of this very interesting and important work.

The lawns were subjected to a coating of manure as in previous years, new areas being selected for treatment. Owing to the extremely wet season no burning of the grass was evidenced, but increased work was required to take care of grass cutting.

In the northerly portion of the Park proper the drainage system was supplemented by a considerable length of under drainage. Much more will require to be done in this respect, and furthermore the main sewer system, which up to the present has discharged over the edge of the cliff, must be intercepted and probably pass into the city sewer system. A great deal is now being done to force the large and small municipalities along the Niagara River to provide for sewage disposal by scientific tanking systems so that the effluent only returns to the fresh water stream, and it can scarcely be expected that Queen Victoria Park can escape this solution of the sanitary disposal of wastes.

The season of 1915 was the first one showing a considerable area given over to rose garden display, and it is not too much to say that the new feature created a most favourable impression and brought high praise from all visitors. It is expected that next year will see these beds much improved and the collection largely increased.

The early spring days opened up very quickly into extremely warm weather starting the sap in the trees and creating general summer conditions as far as evaporation was concerned. Immediately succeeding this period colder weather ensued and resulted at Niagara Falls and over a considerable area of the continent in scorching all of the conifers. At first it appeared that many of the specimen trees would be killed outright and the poor condition seemed to warrant their immediate removal. Fortunately, however, the tendency to do this was resisted and practically all of them have overcome the severe weather conditions and are restored almost to a normal state.

It has been pointed out heretofore that a proper nursery would be of inestimable value to the Park System and reduce the cost of tree and shrub planting. Such an area might be procured in close proximity to Queen Victoria Park, or at some point along the boulevard, and then the system would be independent for this work. Not only so, but our finer material might be imported, planted, and re-planted, thus securing hardy specimens, and types most favoured might be procured in large quantities.

At the opening of spring, the military guard, increased from time to time since August, 1914, had to secure permanent summer quarters, and an encamp-

ment was chosen at the Park cricket crease, not lately used. Drainage was supplied connecting with the Park System, and water secured from the City main in front of the camp. This area will require to be completely renewed after the occupation has ceased.

In the rear of the Administration Building all of the overhead wiring construction for telephone, light and power was placed underground, thereby improving the appearance of the westerly side of the building by removing unsightly poles and wires. It is expected that the telephone system will also be placed underground as far as the Park shops. The Administration Building itself, constructed in the upper stories entirely of wood, is being severely tested by spray and hot sun conditions, and in many of the verandah posts dry rot is appearing. Some of the worst of this has now been taken care of in steel construction, which will prevent its recurrence.

In the vicinity of the greenhouses and Electrical Development Company some improvement was put into effect by making regular paths for interconnection between the buildings, and the formal flower plots in front of the Power House were sodded instead of being maintained as herbaceous beds.

Considerable repairs were necessary to the sewerage system in the vicinity of Table Rock House bringing to notice again the necessity for a main intercepting sewer.

A large amount of repair work had to be undertaken on the two main pavilions north of the Administration Building. Part of the roofs had to be renewed, and at the northerly one a complete new floor was put in.

The Commissioners' quarters were partially renovated and restored.

It is found that the silting of the Dufferin Islands channel is now taking place very rapidly owing to the still water caused by the series of weirs from the inlets toward the out fall into the Niagara River. Much of the water, particularly in the spring season, is heavily charged with clay deposits, which have an opportunity to settle when still water is encountered. The weirs in many places have been undermined and have fallen in not being able to withstand the water pressure. All of this work will require to be put under way in the spring before the swimming pool can be opened with safety.

The spring water supply is obtained practically altogether at the foot of the escarpment at various points where springs come to the surface. Prior to the occupation by private owners of the lands adjacent to the Park, this was a safe source of supply, but gradually as more dwellings have been erected some pollution from time to time has been noted. In order to rectify this situation the gathering basins have been surrounded by heavy belts of sand through which the water must filter before it can be taken into the pipe system.

Planting of young specimen trees in the vicinity of Rambler's Rest and Inspiration Point was undertaken and the areas around the shelters completely redesigned. The effect of the sharp lines of the buildings will be greatly reduced as the trees develop.

The spring and autumn flower displays at the greenhouses were even more successful than usual. In the early months of the year the *Calceolaria* exhibition completely filled the two northern ranges and brought visitors from not only the immediate vicinity but from many miles. Likewise the *chrysanthemums* in the fall were greatly admired and praised. Probably a larger number of varieties was exhibited than any display in the Niagara district.

It was expected that the brick pavement would be extended from its southern terminus at the Horseshoe Falls to the intake of the International Railway Com-



Boyer's Creek Bridge, Niagara River Boulevard.

pany, but owing to the lack of labour and the number of small works undertaken it was found impossible to proceed with this improvement. However, the brick was purchased and is ready for the construction.

QUEENSTON.

All through the winter months the removal of dead and diseased tree growth along the escarpment side was proceeded with as in the previous year, and it may now be stated that the danger from fire is largely eliminated. The immediate effect upon the remaining trees is making itself evident even to the casual observer.

The interior of Brock's Monument was treated to a cement wash, and the gun carriages flanking the monument were renewed in concrete construction. These large and massive sides had formerly been of oak and the exact pattern was copied in cement work, the exterior surfaces being painted as though they were wood. These will be permanent for many years, having been reinforced to take care of expansion and contraction.

The guard rail on the main road to Queenston was continued to the foot of the escarpment, thus reducing the danger to vehicles ascending and descending the hill.

Large numbers of evergreens were planted at the old main carriage entrance, and also at the westerly pavilion.

Perhaps the most unfortunate occurrence connected with Queenston Heights was the electric railway accident of July 11th. A heavily loaded car of Sunday School picnickers from Toronto gained speed going down the heavy inclines of the International Railway Company and became unmanageable as it approached the curve immediately above Queenston wharf. Crashing over the embankment side, the roof of the car collapsing under contact with heavy trees, a number of people were killed outright and many more seriously injured. The immediate cause of the accident was not determined even after the most searching investigation. New and improved safety devices have been installed to make the line entirely safe. The effect of the accident will doubtless wear off in time, but for the present it will deter many people from coming to the Heights.

NIAGARA GLEN.

Considerable reconstruction work was undertaken at Niagara Glen in the renewing of rustic seats and in the building of additional ones. During the winter large quantities of cedar stakes from dead timber were made for use in tree planting on the whole of the Park System.

Much of the main pathway from the foot of the escarpment stairs to the water's edge was reconstructed, and the grades reduced by adding series of steps at intervals. Two additional lavatories were added, being constructed largely with the assistance of the usual help.

The upper level adjoining the electric railway tracks, both north and south of Niagara Glen entrance, was planted with trees indigenous to the vicinity, and if a proper entrance building were now constructed many people would be induced to see the Glen and appreciate its beauties. Perhaps no area along the Niagara frontier contains so much of interest to the tourist, and yet but a mere scattering of persons go through it.

FORT ERIE, LUNDY'S LANE, AND BUTLER'S BURYING GROUND.

Only the works of maintenance were carried on at the above-mentioned points, and practically no work was done at Butler's Burying Ground. The cemetery at Lundy's Lane, however, was kept up to the usual standard, and the care being exercised there is worth all of the money spent, particularly when it is considered that many of the brave men of one hundred years ago sleep on its heights.

NIAGARA RIVER BOULEVARD.

The work of removing the fruit trees on lands taken over by the Commissioners was completed during 1915, and the space occupied by orchards has been taken by specimen trees. All of the houses have been removed with the exception of two, one of which has not been secured up to the present.

Much miscellaneous grading and planting was performed between Chippawa and Bridgeburg, particularly on small areas where for various reasons it could not proceed during the early years of the construction period. In the vicinity of the bridges at Usher's Creek, Black Creek, Boyer's Creek, planting was resorted to to harmonize with these structures.

The maintenance of the roadway with bituminous treatment was carried on throughout the summer season and the gutters were reshaped, while grades were increased where required for drainage purposes.

Several of the main roadway intersections were macadamized, and when all of them are completed much of the clay brought on to the roadway through wagon traffic will be confined to these short pieces of drive.

The main work on the boulevard was the construction of nearly one and three-quarter miles of concrete roadway through the Villages of Bridgeburg and Fort Erie. The contract through the Village of Bridgeburg was let in the latter part of the fall of 1914, and some of the grading was finished before winter closed down the work. In April, 1915, grading operations were resumed and the work carried on continuously until the completion in October. The type of road selected for this southerly terminus of the frontier road from Niagara Falls to Fort Erie was concrete built according to the latest standard practice. The width of roadway is eighteen (18) feet with three (3) foot macadam shoulders on either side draining to the gutters, which have outlets at the low points of the grade emptying into the Niagara River. Regular expansion joints were placed at intervals of thirty (30) feet, and upon new fill the concrete was reinforced. The sub-grade was made horizontal in cross section, the crown to the pavement being made by increasing the thickness at the centre two (2) inches, the outside thickness being six (6) inches. To commence the work water-washed gravel from the bed of the Niagara River was used, but owing to difficulties encountered in the separation of the fine and coarse aggregate this was abandoned after twelve hundred and sixty (1,260) lineal feet had been laid. From then on crushed stone was used with pit sand. In the vicinity of the International bridge three hundred (300) feet of macadam construction was placed to allow of a straightening out of the route when the bridge abutment is removed from the Chain Reserve. In the vicinity of the ferry landing in Fort Erie the road was widened in concrete to forty (40) feet for the purpose of taking care of the additional traffic and to provide for a vehicle stand, if that is necessary.

Respectfully submitted,

JOHN H. JACKSON,

Niagara Falls, Ontario, July 25th, 1916.

Superintendent.



Bituminous covered Macadam, Niagara River Boulevard.



Decorative planting, Baker's Creek Bridge, Niagara River Boulevard.

REPORT OF CHIEF GARDENER,

To the Superintendent of the Queen Victoria Niagara Falls Park System.

DEAR SIR,—The report submitted herewith is that of the chief operations undertaken in the Horticultural Department during the year 1915.

NIAGARA RIVER BOULEVARD.

The planting of the Niagara River Boulevard was perhaps the chief work of the year. In previous years attention had been given almost wholly to the planting of trees, consequently it became imperative to plant large numbers of shrubs to bring the planting to an advanced stage. The spring and fall planting seasons were alike favourable; much progress was, therefore, made. Native shrubs were alone used, and these in conjunction with the native trees and other features should in time result in a natural landscape.

The summer's abnormal rainfall materially reduced the labour of watering the trees and shrubs. Only on two occasions was this work necessary. The humidity of the air and the moist condition of the soil were so favourable that few of the newly planted subjects died. The plantations generally made excellent growth.

On the night of May 27th a severe frost damaged the leaves and young growths of many trees. The planes, elms, oaks, and ashes chiefly suffered. They all, however, with the exception of a few planes recuperated. The occurrence revealed a fact of some importance, namely, that the native plane (*Platanus occidentalis*) is very easily damaged by late frosts, and that it does not readily recover.

The trees planted during previous years in dynamited holes on the hard clay sections made good growth. Remarkable, perhaps when we consider that many in undynamited holes died on these sections. The healthy condition of foliage and vigour of root action evidenced good drainage and soil aeration.

The bridges, undoubtedly attractive in themselves, were given a setting of trees and shrubs, thus enhancing and defining their approaches. The banks of the creeks which they span were likewise beautified, this tending to subdue any artificiality.

It affords satisfaction to report at this early stage that the general effect of the arrangement of trees and shrubs is of a pleasing nature. The informal character of the work has to some extent become asserted. The groupings have along the older sections attained an age of six years, and are not discordant in any way.

Apart from the planting operations another important phase of landscape improvement received more than passing attention, namely, the removal of undesirable growth along the river front. This is in order to open vistas to the river and distant shore line, thus making it possible for the occupants of swiftly moving motors to enjoy the scene.

Considerable planting was done in the southerly portion of the Park specifically in the area between the railroad tracks and the river, and extending from the Falls to the Canadian Niagara Power Company's Generating Station. The date of planting was May 15th, at which time the trees had leafed out considerably. These trees were lifted with good root systems. Later in the month they were, however, completely defoliated by frost, which resulted in the loss of a few.

In the Island pond the water lilies planted four years ago seeded during the intervening summers and dozens of seedlings have appeared as a result. These plants are vigorous and apparently quite hardy. The variety, however, cannot be determined until they flower. The pond is fed by natural springs, and its possibilities as an aquatic garden cannot be overestimated. As it is located in a suitable position its development as such should be considered. A beautiful cascade effect could be created were a four-inch pipe diverted from the water main, as the contour of the slopes at the rear of the pool lend themselves admirably to this development.

The new herbaceous garden proved attractive from June until October. Many of the borders had attained an appearance of maturity, and these in conjunction with the rose borders, which are also enclosed in the area, aroused the admiration of all who visited the garden.

At the greenhouses the necessary herbaceous plants and many shrubs were propagated for Park use. The propagation of the latter is a new feature, and will enable a better selection of native material to be made. All subjects were planted out in neat nursery rows. The nursery area, however, was too small to accommodate even the stock necessary to replace the ordinary depletion. A small and previously uncultivated area about one-fourth of an acre was added in which, when cleared of debris, were planted many tender bedding plants, and those useful for stock purposes. This area in conjunction with the old was enclosed by means of a privet hedge planted during the fall.

At Dufferin Islands during winter work was resumed removing dead trees from the islands, and from the surrounding escarpment. Moss-grown logs or other objects of beauty were not molested. Recently fallen trees, and much dead standing timber were, however, cleared away. The wisdom of this practice in previous years is now evident. The young trees and undergrowth, freed of the dead encumbering mass, have made remarkable growth, and danger of fire has been minimized. On the steep banks of the lagoon around the islands, and on the area between these and the driveway many shade trees were planted. Near the bath houses a group was placed so as to protect the bathers from the sun, and proved a welcome feature, as previously no shade existed at this point. As the area generally through this section is composed of clay over a rock fill, much soil had to be hauled for planting purposes.

At the Queenston Heights Park the principal work was that of replanting certain small areas with red and white cedars. For this purpose young trees were obtained from the thickly planted areas. A vigorous growth is now rapidly covering the scars on the landscape.

The hard and soft maples arranged in formal lines around the recreation ground and along the driveways were pruned. This work resulted in uniformity of shape, and a better appearance. As these trees grow in a very exposed position, they were more or less inclined in a leeward direction. This condition was remedied in the worst cases by cutting a trench on the windward side, pulling the tree upright with block and pulley, and securing it by means of a thin wire cable.

To ensure safety from fire as far as possible, all dead inflammable underbrush was removed from the escarpment. This work, like that at the Dufferin Islands, was extremely essential. The area already indicates improvement.

At the Niagara Glen, as a probable result of fires in past years, many dead trees are evident and may easily be distinguished from the cars on the Inter-



In the Rose Garden, Queen Victoria Park.



View from Baker's Creek Bridge, Niagara River Boulevard.

national Railway. This condition caused some little trouble in that occasionally whole trees or portions fell on the walks. As far as possible all objects of danger were removed; other natural features were, however, unmolested.

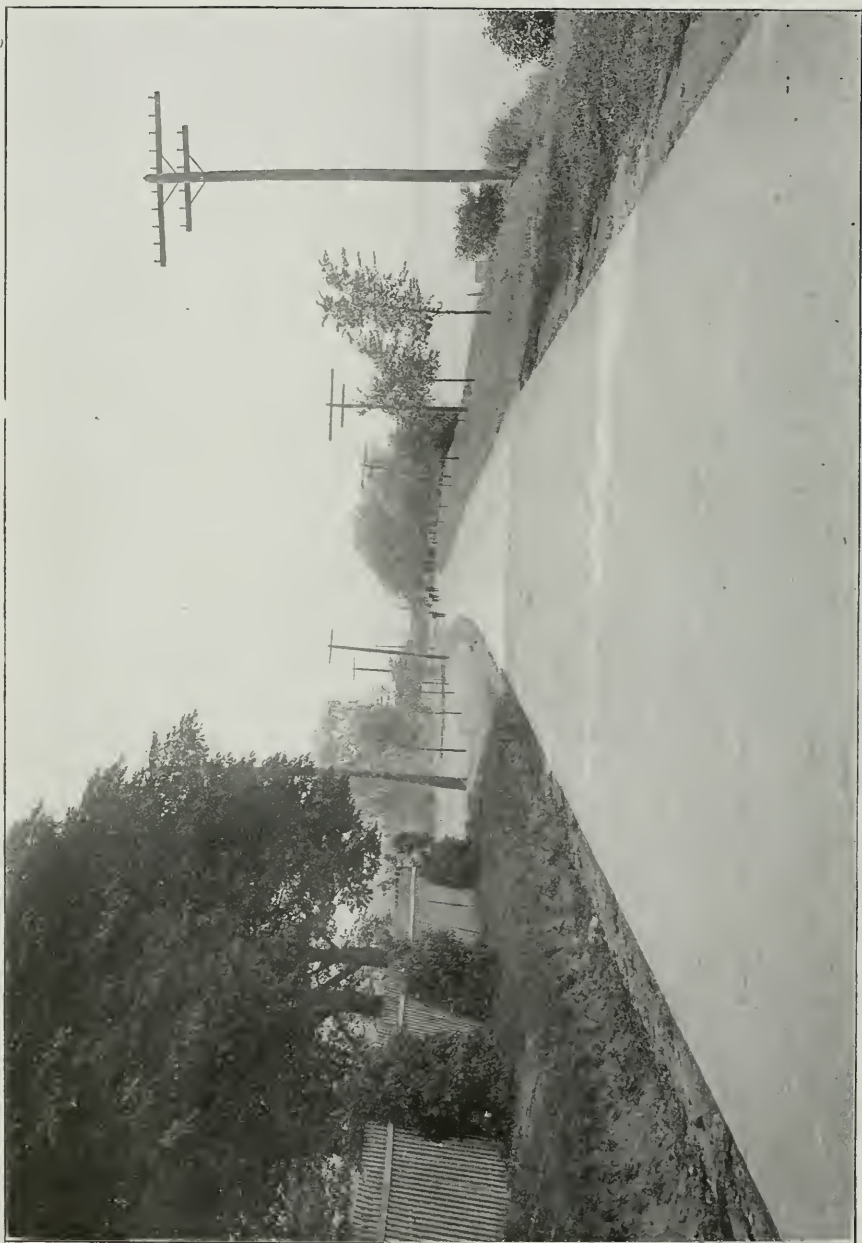
The main walk leading directly to the river was re-surfaced, and put into such condition as to facilitate the access of the public to this point and to the shelters and pavilions.

The mound bearing the name "Niagara Glen," was removed from the upper plateau at the entrance. The area was graded, and by the addition of groupings of trees and shrubs restored to a fairly natural condition.

Respectfully submitted,

H. J. MOORE,
Chief Gardener.

Niagara Falls, Ontario, July 25th, 1916.



Concrete Pavement, Niagara River Boulevard.

Copy of an Order-in-Council approved by His Honour the Lieutenant-Governor, the 1st day of June, A.D. 1915.

Upon the recommendation of the Honourable the Minister of Public Works, the Committee of Council advise that Philip William Ellis, Esquire, of the City of Toronto, a member of the Board of Commissioners for the Queen Victoria Niagara Falls Park, be appointed Chairman of the said Board in the room and stead of John Woodburn Langmuir, deceased.

Certified.

J. LONSDALE CAPRÉOL,
Clerk, Executive Council.

BY-LAW to grant to the Commissioners of the Queen Victoria Niagara Falls Park that part of the River Road known as Niagara Street lying between the northerly and southerly boundaries of the Village of Bridgeburg.

WHEREAS the Commissioners have requested the Council to grant to them the lands or road particularly described as the Chain Reserve or Niagara Street from Bowen Road, the northerly limit of the Village of Bridgeburg, to the Gilmore Road, the southerly limit of said Village, to be used for continuing the Boulevard now being constructed by the said Commissioners along the Niagara River, and it is deemed in the interests of the citizens in order to secure a good road over the said lands to convey said lands to the Commissioners for the considerations set forth in and by Indenture and Agreement a form of which is Schedule A. to this by-law and to enter into the covenants and agreements set out in the said schedule.

Therefore the Municipal Council of the Village of Bridgeburg enacts as follows:

It shall be lawful for the Reeve of the said Municipality, and he is hereby authorized and instructed to sign an Indenture and Agreement in duplicate in the form of Schedule A. to this by-law, and the Clerk of the said Municipality is hereby authorized and instructed to attach the seal of the said Municipality to the said Indenture and Agreement and when so signed and sealed to deliver to the said Commissioners.

That this By-law shall take effect on the passing thereof.

Read a third time and passed in Council this 29th day of October, 1914.

(Seal)

J. R. MENCKE, M.D.,
Reeve.

R. A. LAND,
Clerk.

THIS is the form of Indenture and Agreement Schedule A. to By-law No. 332 of the Village of Bridgeburg hereto prefixed.

THIS INDENTURE made the 29th day of October, one thousand nine hundred and fourteen.

IN PURSUANCE OF THE SHORT FORMS OF CONVEYANCES ACT.

BETWEEN :

THE MUNICIPAL CORPORATION OF THE VILLAGE OF BRIDGE-
BURG, hereinafter called the Corporation,

Of the First Part.

—and—

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

Of the Second Part.

WHEREAS the Commissioners desire to complete the Boulevard and road along the Niagara River between Niagara Falls and Bridgeburg and the lands hereinafter described form part of the River Road and are necessary for the purposes of said Boulevard.

AND WHEREAS the Corporation has agreed to convey all its right, title and interest in and to the said lands to the Commissioners on the conditions and subject to the agreements hereinafter set forth.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premises and of the contract and agreements herein contained the said Corporation doth grant unto the said Commissioners that certain parcel or tract of land which may be more particularly described as the Chain Reserve or Niagara Street from Bowen Road, the northerly limit of the Village of Bridgeburg, to the Gilmore Road, the southerly limit of said Village. (5.535 feet.)

The Commissioners agree to construct a permanent road of about twenty-four feet in width on the said Chain Reserve from the northerly limit of the said Village to the said southerly limit thereof according to a specification at the time of the execution thereof which specification is signed by the Reeve of the Corporation and the Superintendent of the Queen Victoria Niagara Falls Park.

The Commissioners further agree to keep the said road in a good state of repair for all time hereafter.

The Corporation covenants and agrees with the Commissioners that it will pay to the Commissioners thirty-five per cent. of the cost of the said road, said cost to be payable, thirty-five per cent. of the amount expended by the Commissioners in the preceding month on the 15th of each succeeding month until the construction of the road is completed, and that the certificates under the hand of the Chairman (or other person authorized by the Commissioners to issue such certificates) of the amount of said expenditures shall be by it accepted as conclusive evidence of the amounts so expended.

The Corporation further covenants and agrees that it will pay to the Commissioners before the 15th day of January in each year one-half of the amount expended by the Commissioners in the preceding year for repairing the said road. A certificate under the hand of the Chairman of the Commissioners shall be accepted by the Corporation as conclusive evidence of the amount so expended.

The said Corporation covenants with the said Commissioners that it has the right to convey the said lands to the said Commissioners notwithstanding any act of the said Corporation.

And that the said Commissioners shall have quiet possession of the said lands free from all encumbrances.

And the said Corporation covenants with the said Commissioners that it will execute such further assurances of the said lands as may be requisite.

And the said Corporation covenants with the said Commissioners that it has done no act to incumber the said lands.

And the said Corporation releases to the said Commissioners all its claims upon the said lands.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals attested under the hands of their respective proper officers.

SPECIFICATIONS FOR CONTINUING THE NIAGARA RIVER BOULEVARD THROUGH THE VILLAGE OF BRIDGEBURG AND THE MAINTAINING OF THE SAME.

1. The permanent roadway shall be continued from its present terminus at the Bowen Road along the Chain Reserve or Niagara Street to the Gilmore Road, a distance of 5.535 feet.

2. The construction shall consist of a concrete pavement eighteen (18) feet in width with macadam shoulders three (3) feet in width on either side, except for a distance of three hundred (300) feet between Courtwright Street and Bridge Street where the whole width of twenty-four (24) feet shall be of standard macadam with Telford base.

3. The concrete pavement shall be eight (8) inches in depth at the centre and six (6) inches in depth at the sides, laid according to the latest approved practice with armoured expansion joints, and the macadam shoulders are to be rolled into place for the protection of the two sides of the concrete.

4. The whole width of twenty-four (24) feet is to be maintained under the supervision of the Queen Victoria Niagara Falls Park Commission as a first class highway for the purpose of all public traffic which may lawfully pass over and along the same.

5. The location of all sidewalks and of all sewers and receivers, and of all gas pipes and water pipes, lamp posts and hydrants, and of all telegraph or other poles, and of all permanent works hereafter desired or authorized by the Council of the Village of Bridgeburg to be constructed on any part of the Chain Reserve or Niagara Street conveyed to the Commissioners shall be subject to their approval, and no person shall open a trench for any purpose, or dig into or take up any part of the said Chain Reserve without a permit from the Commissioners. The person to whom such permit shall be granted shall complete the work within the time to be specified in said permit, and shall do the work and refill and replace in a substantial and workmanlike manner all material disturbed by him and leave the street or place in as good a condition as it was before such work was begun. The execution of all work within the limits of the said street as hereby defined which shall have been approved by the Commissioners shall be subject to the direction of the Park Superintendent. The permit provided for in this section shall be issued by the Superintendent upon an undertaking to properly restore the disturbed area.

6. Every person who shall receive a permit to open a trench in the said street shall at all times properly guard and protect the same so that persons driving or passing along the roadway or sidewalk shall not be liable to meet with accident.

7. No permit shall be granted for the excavation or disturbance of any part of the twenty-four (24) foot width of roadway, but such excavation as may be required will be performed by the Queen Victoria Niagara Falls Park Commission at the expense of the person or corporation requiring the same and after a satisfactory deposit for such work shall have been made to the said Commission.

8. No debris or rubbish of any kind shall be deposited on the said street.

THE CORPORATION OF THE VILLAGE OF
BRIDGEBURG.

J. R. MENCKE, M.D.,
Reeve.

(Seal)

THE COMMISSIONERS FOR THE QUEEN
VICTORIA NIAGARA FALLS PARK
SYSTEM.

JOHN H. JACKSON,
Superintendent.

THIS INDENTURE made the 29th day of October, one thousand nine hundred and fourteen.

IN PURSUANCE OF THE SHORT FORMS OF CONVEYANCES ACT.

BETWEEN:

THE MUNICIPAL CORPORATION OF THE VILLAGE OF BRIDGEBURG, hereinafter called the Corporation.

Of the First Part,

—and—

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

Of the Second Part.

WHEREAS the Commissioners desire to complete the Boulevard and road along the Niagara River between Niagara Falls and Bridgeburg and the lands hereinafter described form part of the River Road and are necessary for the purposes of said Boulevard.

AND WHEREAS the Corporation has agreed to convey all its right, title and interest in and to the said lands to the Commissioners on the conditions and subject to the agreements hereinafter set forth.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premises and of the contract and agreements herein contained the said Corporation doth grant unto the said Commissioners that certain parcel or tract of land which may be more particularly described as the Chain Reserve or Niagara Street from Bowen Road, the northerly limit of the Village of Bridgeburg, to the Gilmore Road, the southerly limit of said Village.

The Commissioners agree to construct a permanent road of about twenty-four feet in width on the said Chain Reserve from the northerly limit of the

said Village to the said southerly limit thereof according to a specification at the time of the execution thereof which specification is signed by the Reeve of the Corporation and the Superintendent of the Queen Victoria Niagara Falls Park.

The Commissioners further agree to keep the said road in a good state of repair for all time hereafter.

The Corporation covenants and agrees with the Commissioners that it will pay to the Commissioners thirty-five per cent. of the cost of the said road, said cost to be payable, thirty-five per cent. of the amount expended by the Commissioners in the preceding month on the 15th of each succeeding month until the construction of the road is completed, and that the certificates under the hand of the Chairman (or other person authorized by the Commissioners to issue such certificates) of the amount of said expenditures shall be by it accepted as conclusive evidence of the amounts so expended.

The Corporation further covenants and agrees that it will pay to the Commissioners before the 15th day of January in each year one-half of the amount expended by the Commissioners in the preceding year for repairing the said road. A certificate under the hand of the Chairman of the Commissioners shall be accepted by the Corporation as conclusive evidence of the amount so expended.

The said Corporation covenants with the said Commissioners that it has the right to convey the said lands to the said Commissioners notwithstanding any act of the said Corporation.

And that the said Commissioners shall have quiet possession of the said lands free from all encumbrances.

And the said Corporation covenants with the said Commissioners that it will execute such further assurances of the said lands as may be requisite.

And the said Corporation covenants with the said Commissioners that it has done no act to incumber the said lands.

And the said Corporation releases to the said Commissioners all its claims upon the said lands.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals attested under the hands of their respective proper officers.

J. R. MENCKE, M.D.,

Reeve.

(Seal)

R. A. LAND.

Clerk.

QUEEN VICTORIA NIAGARA FALLS PARK
COMMISSIONERS.

J. W. LANGMUIR.

(Seal)

Chairman.

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

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,

THE NIAGARA SPANISH AEROCAR COMPANY, LIMITED, hereinafter called the Lessees,

Of the Second 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, hereinafter called the Company.

Of the Third 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 Colt's 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 Lessees 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 Lessee 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 Colt's 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 Colt's 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 Rail-

way 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: February 1st, May 1st, August 1st, and November 1st in each year, the first quarterly payment to be from the 1st November, 1914, to the 1st February, 1915, and be payable on the 1st February, 1915, 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 February, May, August and November 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 Lessee 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 hereinafter 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 Lessors 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 arbitrament 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 31st December, 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 their fulfillment of their covenant to have the said Aerial Tramway complete and open for operation before the 31st day of December, 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 31st day of December, 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 Lessors as agreed compensation for each 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 Lessee 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.

The parties of the third part covenant promise and agree with the Lessors that the Lessee will during the continuance of this lease and any and all renewals or extensions thereof pay the rents hereinbefore reserved as and when they shall become due and payable, and further that the Lessees will during said times perform all the acts, covenants and agreements which they in and by this Indenture agree or covenant to do or perform, and that in the event of the said Lessees at any time or times neglecting or failing to pay the said rents as and when they accrue and become due and payable that the parties of the third part will forthwith pay the same to the Lessors, and further will do and perform all and any acts agreements or covenants which the Lessees have herein agreed or covenanted to do and perform forthwith after the Lessees shall have made default in the doing or in the performance thereof.

IN WITNESS WHEREOF the parties hereto have hereunto caused their corporate seals to be affixed under the hands of their proper officers in that behalf.

POR LA SOCIEDAD DE ESTUDIOS Y OBRAS
DE INGENIERIA.

El Presidente.

THE NIAGARA SPANISH AEROCAR CO.,
LIMITED.

QUEEN VICTORIA NIAGARA FALLS PARK
COMMISSIONERS.

P. W. ELLIS.

Chairman.

BY-LAW to grant to the Commissioners of the Queen Victoria Niagara Falls Park that part of the River Road known as Niagara Street lying between the northerly boundary of the Village of Fort Erie and the Ferry Dock.

WHEREAS the Commissioners have requested the Council to grant to them the lands or road particularly described as the Chain Reserve or Niagara Street from the Gilmore Road marking the northerly boundary of the said Village to the Ferry Dock in the said Village a distance of three thousand two hundred and forty-five feet measured from the said northerly boundary of the said Village.

to be used for continuing the Boulevard now being constructed by the said Commissioners along the Niagara River, and it is deemed in the interests of the citizens in order to secure a good road over the said lands to convey said lands to the Commissioners for the consideration set forth in and by Indenture and Agreement a form of which is Schedule A. to this By-law and to enter into the covenants and agreements set out in the said schedule.

Therefore the Municipal Council of the Village of Fort Erie enacts as follows:

It shall be lawful for the Reeve of the said Municipality, and he is hereby authorized and instructed to sign an Indenture and Agreement in duplicate in the form of Schedule A. to this by-law, and the Clerk of the said Municipality is hereby authorized and instructed to attach the seal of the said Municipality to the said Indenture and Agreement and when so signed and sealed to deliver to the said Commissioners.

That this By-law shall take effect on the passing thereof.

Read a third time and passed in Council this 23rd day of June, 1915.

L. DOUGLAS,
Reeve.

WM. SIMMONS,
Clerk. (Seal).

This is the form of Indenture and Agreement Schedule A. to By-law No. 461 of the Village of Fort Erie hereto prefixed.

THIS INDENTURE made the twenty-third day of June, one thousand nine hundred and fifteen.

IN PURSUANCE OF THE SHORT FORMS OF CONVEYANCES ACT.

BETWEEN:

THE MUNICIPAL CORPORATION OF THE VILLAGE OF FORT ERIE, hereinafter called the Corporation.

Of the First Part.

—and—

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

Of the Second Part.

WHEREAS the Commissioners desire to complete the Boulevard and road along the Niagara River through the Village of Fort Erie and the lands hereinafter described form part of the River Road and are necessary for the purposes of said boulevard.

AND WHEREAS the Corporation has agreed to convey all its right, title and interest in and to the said lands to the Commissioners on the conditions and subject to the agreements hereinafter set forth.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premises and of the contract and agreements herein contained

the said Corporation doth grant unto the said Commissioners that certain parcel or tract of land which may be more particularly described as the Chain Reserve or Niagara Street from the Gilmore Road marking the northerly boundary of the said Village to the Ferry Dock in the said Village a distance of three thousand two hundred and forty-five (3,245) feet measured from the said northerly boundary of the said Village.

The Commissioners agree to construct a permanent road of about twenty-four feet in width on the said Chain Reserve from the northerly limit of the said Village to the said Ferry Dock according to a specification at the time of the execution hereof which specification is signed by the Reeve of the Corporation and the Superintendent of the Queen Victoria Niagara Falls Park.

The Commissioners further agree to keep the said road in a good state of repair for all time hereafter.

The Corporation covenants and agrees with the Commissioners that it will pay to the Commissioners thirty-five per cent. of the cost of the said road, said cost to be payable, thirty-five per cent. of the amount expended by the Commissioners in the preceding month on the 15th of each succeeding month until the construction of the road is completed, and that the certificates under the hand of the Chairman (or other person authorized by the Commissioners to issue such certificates) of the amount of said expenditures shall be by it accepted as conclusive evidence of the amounts so expended.

The Corporation further covenants and agrees that it will pay to the Commissioners before the 15th day of January in each year one-half of the amount expended by the Commissioners in the preceding year for repairing the said road. A certificate under the hand of the Chairman of the Commissioners shall be accepted by the Corporation as conclusive evidence of the amount so expended.

The said Corporation covenants with the said Commissioners that it has the right to convey the said lands to the said Commissioners notwithstanding any act of the said Corporation.

And that the said Commissioners shall have quiet possession of the said lands free from all encumbrances.

And the said Corporation covenants with the said Commissioners that it will execute such further assurances of the said lands as may be requisite.

And the said Corporation covenants with the said Commissioners that it has done no act to encumber the said lands.

And the said Corporation releases to the said Commissioners all its claims upon the said lands.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals attested under the hands of their respective proper officers.

SPECIFICATIONS FOR CONTINUING THE NIAGARA RIVER BOULEVARD THROUGH THE VILLAGE OF FORT ERIE AND THE MAINTAINING OF THE SAME.

1. The permanent roadway shall be continued from the Gilmore Road along the Chain Reserve or Niagara Street to the ferry dock, a distance of 3,245 feet.

2. The construction shall consist of a concrete pavement eighteen (18) feet in width with macadam shoulders three (3) feet in width on either side.

3. The concrete pavement shall be eight (8) inches in depth at the centre and six (6) inches in depth at the sides, laid according to the latest approved

practice with armoured expansion joints, and the macadam shoulders are to be rolled into place for the protection of the two sides of the concrete.

4. The whole width of twenty-four (24) feet is to be maintained under the supervision of the Queen Victoria Niagara Falls Park Commission as a first class highway for the purpose of all public traffic which may lawfully pass over and along the same.

5. The location of all sidewalks and of all sewers and receivers, and of all gas pipes and water pipes, lamp posts and hydrants, and of all telegraph or other poles, and of all permanent works hereafter desired or authorized by the Council of the Village of Fort Erie to be constructed on any part of the Chain Reserve or Niagara Street conveyed to the Commissioners shall be subject to their approval, and no person shall open a trench for any purpose, or dig into or take up any part of the said Chain Reserve without a permit from the Commissioners. The person to whom such permit shall be granted shall complete the work within the time to be specified in said permit, and shall do the work and refill and replace in a substantial and workmanlike manner all material disturbed by him and leave the street or place in as good a condition as it was before such work was begun. The execution of all work within the limits of the said street as hereby defined which shall have been approved by the Commissioners shall be subject to the direction of the Park Superintendent. The permit provided for in this section shall be issued by the Superintendent upon an undertaking to properly restore the disturbed area.

6. Every person who shall receive a permit to open a trench in the said street shall at all times properly guard and protect the same so that persons driving or passing along the roadway or sidewalk shall not be liable to meet with accident.

7. No permit shall be granted for the excavation or disturbance of any part of the twenty-four (24) foot width of roadway, but such excavation as may be required will be performed by the Queen Victoria Niagara Falls Park Commission at the expense of the person or corporation requiring the same and after a satisfactory deposit for such work shall have been made to the said Commission.

8. No debris or rubbish of any kind shall be deposited on the said street.

9. The buildings situate on the westerly side of Niagara Street or the Chain Reserve are to be allowed to remain where they project on to the area conveyed to the Commissioners, but in the event of new buildings being erected no encroachment upon said area is to be permitted.

10. As long as the Village of Fort Erie desires it a space is to be set apart for a vehicle stand at a point adjoining the twenty-four foot width of roadway, and in the vicinity of either the present ferry landing, or any new location of the same at a more northerly site within the Municipality.

THE MUNICIPAL CORPORATION OF THE
VILLAGE OF FORT ERIE.

L. DOUGLAS,
Reeve.

THE COMMISSIONERS FOR THE QUEEN
VICTORIA NIAGARA FALLS PARK.

JOHN H. JACKSON,
Superintendent.

THIS INDENTURE made the twenty-third day of June, one thousand nine hundred and fifteen.

IN PURSUANCE OF THE SHORT FORMS OF CONVEYANCES ACT.

BETWEEN :

THE MUNICIPAL CORPORATION OF THE VILLAGE OF FORT ERIE, hereinafter called the Corporation.

Of the First Part,

—and—

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

Of the Second Part.

WHEREAS the Commissioners desire to complete the Boulevard and road along the Niagara River through the Village of Fort Erie and the lands hereinafter described form part of the River Road and are necessary for the purposes of said Boulevard.

AND WHEREAS the Corporation has agreed to convey all its right, title and interest in and to the said lands to the Commissioners on the conditions and subject to the agreements hereinafter set forth.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premises and of the contract and agreements herein contained the said Corporation doth grant unto the said Commissioners that certain parcel or tract of land which may be more particularly described as the Chain Reserve or Niagara Street from the Gilmore Road marking the northerly boundary of the said Village to the Ferry Dock in the said Village a distance of three thousand two hundred and forty-five (3,245) feet measured from the said northerly boundary of the said Village.

The Commissioners agree to construct a permanent road of about twenty-four feet in width on the said Chain Reserve from the northerly limit of the said Village to the said Ferry Dock according to a specification at the time of the execution hereof which specification is signed by the Reeve of the Corporation and the Superintendent of the Queen Victoria Niagara Falls Park.

The Commissioners further agree to keep the said road in a good state of repair for all time hereafter.

The Corporation covenants and agrees with the Commissioners that it will pay to the Commissioners thirty-five per cent. of the cost of the said road, said cost to be payable, thirty-five per cent. of the amount expended by the Commissioners in the preceding month on the 15th of each succeeding month until the construction of the road is completed, and that the certificates under the hand of the Chairman (or other person authorized by the Commissioners to issue such certificates) of the amount of said expenditures shall be by it accepted as conclusive evidence of the amounts so expended.

The Corporation further covenants and agrees that it will pay to the Commissioners before the 15th day of January in each year one-half of the amount expended by the Commissioners in the preceding year for repairing the said road. A certificate under the hand of the Chairman of the Commissioners shall be accepted by the Corporation as conclusive evidence of the amount so expended.

The said Corporation covenants with the said Commissioners that it has the right to convey the said lands to the said Commissioners notwithstanding any act of the said Corporation.

And that the said Commissioners shall have quiet possession of the said lands free from all encumbrances.

And the said Corporation covenants with the said Commissioners that it will execute such further assurances of the said lands as may be requisite.

And the said Corporation covenants with the said Commissioners that it has done no act to encumber the said lands.

And the said Corporation releases to the said Commissioners all its claims upon the said lands.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals attested under the hands of their respective proper officers.

L. DOUGLAS,
Reeve.

(Seal)

WM. SIMMONS,
Clerk.

QUEEN VICTORIA NIAGARA FALLS PARK
COMMISSIONERS.

P. W. ELLIS,
Chairman.

(Seal)

QUEEN VICTORIA NIAGARA FALLS PARK SYSTEM.

Contract for the construction of a concrete roadway with macadam shoulders from the Gilmore Road to the ferry landing in the Village of Fort Erie, a length of 3,245 feet, comprising section No. 5B, Niagara River Boulevard.

THIS AGREEMENT made (in triplicate) this 21st day of October, A.D. 1915, by and between:

THE QUEEN VICTORIA NIAGARA FALLS PARK COMMISSION,
hereinafter called the Commission, or

Party of the First Part,

—and—

J. C. McNAMARA, OF THE CITY OF ST. CATHARINES, herein-
after called the Contractor, or

Party of the Second Part.

WITNESSETH:

(1) That the said party of the First Part has let and awarded to the Contractor, and in consideration of the covenants and agreements herein contained on the part of the Contractor to be kept and performed by him does hereby let and award to the said Contractor, the following described work or contract upon the

following terms and conditions and according to the specifications hereunto annexed, and in accordance with the plans thereof on file at the office of the Commission at Niagara Falls, all of which form a part of this contract.

2. The work to be done and the materials to be furnished under this contract are described as being the construction of Section No. 5B, Niagara River Boulevard, a distance of 3.245 lineal feet.

(3) And the said Contractor in consideration of the letting and awarding to him of the said contract and work, and in consideration of the payments herein-after mentioned to be made to him by the said Commission, hereby agrees, at his own proper cost and expense, to do all the work, furnish all materials above set forth, according to the true intent and meaning of the specifications and the conditions herein contained.

(4) And does further agree that the said Commission shall be and are authorized to appoint an engineer of the said works and such assistants and inspectors as they may deem proper to inspect the work to be done under this agreement, and to see that the same strictly corresponds with the specifications hereunto annexed.

(5) To prevent all disputes and litigation, it is further agreed by and between the parties to this contract that the engineer of the said works shall in all cases determine the amounts or quality of work to be done and which are to be paid for under this contract or in connection with said roadway construction, and he shall decide all questions which may arise relative to the execution of the contract, or to said construction on the part of the Contractor, and his estimates, directions and decisions shall be final and conclusive and binding upon the said Contractor.

(6) It is understood that whatever conditions and specifications are mentioned herein, the conditions and specifications hereunto annexed are referred to, and the same are to be taken as a part of this contract and construed therewith.

(7) And it is further agreed that this contract shall be executed, in triplicate, one of which triplicates shall be kept by the said Commission, one to be kept by the said engineer, and one to be delivered to the Contractor.

(8) And the said Contractor hereby agrees to receive the following lump sum and prices as full compensation for the use of forms, tools, patterns, plant, implements and machinery, including all transportation, etc., for the same, and for all the labor for executing all the work contemplated in this contract: for all bailing, draining and pumping of water: for all loss or damage arising out of the aforesaid work or from the action of the elements or from any unforeseen destruction or difficulties which may be encountered in the prosecution of the work, also for all expenses incurred by or in consequence of the suspension or discontinuance of the said works (in case the engineer should so direct), and for the providing of such labor as the engineer may require from time to time to assist him in the staking and laying out of the work, and for well and faithfully completing the work and the whole thereof in the manner and according to the plans and specifications and the requirements of the engineer under them: it being distinctly understood that there shall be no claim for any extra work except as herein specially provided for: also the furnishing (including transportation) of all the materials necessary for the full completion of the work: and the keeping of the works in repair and in good working order until the final payments are made, the whole work to be completed according to the plans and specifications for the lump sum of eleven thousand eight hundred and fifty-seven and 30/100 dollars (\$11,857.30), and further agrees to any combination of the following additions and deductions per item, to or from the work shown on plans and described generally in Clause 2 of this contract: and specially in the specifications hereunto attached, namely:

The addition or deduction of—

(a) Excavation including disposal as per clause 18, forty (40) cents per cubic yard measured in place before work is commenced.

(b) Concrete Tile Culverts complete as per specifications, as follows:

8 inch per lineal foot	\$.60
12 inch per lineal foot75
15 inch per lineal foot	1.00
18 inch per lineal foot	1.20

(c) Construction of three (3) foot by two (2) foot, six (6) inch reinforced Concrete Box Culverts complete as per specifications, as follows:

Single Box per lineal foot	\$2.50
Twin Box per lineal foot	4.50

(d) Construction of Catch Basins complete as per specifications, \$1.50 each.

(e) Furnishing and laying four (4) inch tile drain as per clause 44, ten (10) cents per lineal foot.

(f) Concrete pavement complete including rolling of sub-grade, construction of shoulders and side ditches per square yard of concrete surface \$1.60.

(g) Stone protection wall according to clause 19 of the specifications measured in place.

Dry Wall	\$3.50 per cu. yd.
Masonry Wall	5.50 per cu. yd.

(h) Macadam roadway complete as per specifications including rolling of sub-grade, construction of shoulders and side ditches, per square yard of macadam surface \$1.25.

(9) The work embraced in this contract shall be begun within three (3) days after notice so to do shall have been given to the Contractor by the engineer, and carried on regularly and uninterruptedly thereafter with such a force as to secure its full completion on or before the 31st day of October, 1915, and such portions thereof shall be completed in each month as the engineer shall determine is a fair proportion thereof.

(10) And the said party of the Second Part further agrees that the said party of the First Part shall be and is hereby authorized to deduct and retain out of the monies which may be due or become due to the said party of the Second Part under this agreement as damages for the non-completion of the work aforesaid within the time hereinbefore stipulated for its completion, or within such further time as in accordance with the provisions of this agreement shall be fixed or allowed for such performance or completion the sum of twenty-five dollars (\$25.00) per day for each and every day the time employed upon the said work may exceed the time stipulated for its completion or such stipulated time as the same may be increased as hereinbefore provided which said sum of twenty-five dollars (\$25.00) per day is hereby in view of the difficulty of estimating such damages agreed upon fixed and determined by the parties hereto as the liquidated damages that the party of the First Part will suffer by reason of such default and not by way of penalty.

(11) The party of the First Part reserves the right of suspending the whole or any part of the work herein contracted to be done if it deemed to be for the best interest of the Commission so to do without compensation to the Contractor for

such suspension other than extending the time for completing the work as long a time as it may have been delayed by such suspension.

(12) No charge shall be made by the Contractor for hindrance or delay from any cause during the progress of the work embraced in this contract.

(13) The said Contractor further agrees that he will give personal attention constantly to the faithful prosecution of the work and will not assign or sub-let the work or any part thereof or any of the monies or orders payable under the contract without the previous written consent of the Commission, but will keep the same under his personal control; that no right under this contract nor to any orders or monies or to become due hereunder shall be asserted against the said Commission or any members or officers thereof, by reason of any so called assignment in law or equity of this contract or any part thereof, or of any monies or orders payable thereunder unless such assignments shall have been authorized by the written consent of the Commission; that no person other than the party signing this agreement as the Contractor hereby now have any claim hereunder; that no claim shall be made except under a specific clause of this agreement by any person whatever.

(14) In the event of the Contractor failing or neglecting for one (1) month to pay the wages of the men and teams employed on the works, the Commission on the representation of the engineer reserve to themselves the right to pay all such wages ascertained to be due and to deduct the amount of the same from any monies due or coming due to the Contractor upon this or any other contract.

(15) It shall be lawful for the said Commission in case the said Contractor shall fail in the due performance of any part of his undertaking or shall become bankrupt or insolvent or shall compound with his creditors or propose any composition with his creditors for the settlement of his debts, or shall carry on or propose to carry on his business under inspectors on behalf of his creditors, or shall commit any act of bankruptcy, to relet the undertaking of said contract or any part thereof; and upon such condition as it may think fit, or from time to time may engage workmen and provide all such materials, implements and apparatus and employ the same in such manner as the said engineer may think necessary and proper for completing the said works, or any part of them, and any loss, damage or deficiency that may arise in consequence of said bankruptcy or failure on part of the Contractor shall be paid and deducted out of the money retained by said Commission out of any work previously performed by said Contractor, and should said money so retained be not sufficient to indemnify and cover such losses, the deficiency then due shall be a charge on the certified cheque mentioned hereafter in clause 23.

(16) If the said Contractor is not, in the opinion of the engineer, proceeding with the work expeditiously, continuously, and in accordance with the terms of this contract, and to the satisfaction of the said engineer, and so as to ensure in his opinion a satisfactory completion and delivery to the Commission by the date herein provided, and should the engineer so certify to the Commission in writing the said Commission shall thereupon require the said Contractor to proceed without delay with such force as may be directed, and in case of his refusal or neglect to completely comply with such requirement within three (3) days after being notified so to do, the said Commission may take possession of and complete said work at the expense of said Contractor as herein provided in case of failure or insolvency.

(17) In order to enable the Contractor to prosecute the work advantageously the engineer shall on or about the last Saturday of each month make an estimate, in writing, of the amount of work done, and materials delivered to be used in the work, and of the value thereof according to the terms of this contract, the first

such estimate shall be of the amount or quantity and value of the work done and materials delivered since the Contractor commenced the performance of this contract on his part. And every subsequent estimate, except the final one, shall be of the amount or quantity and value of the work done since the last preceding estimate was made. And such estimates of the amount and quantity shall not be required to be made by strict measurement or with exactness, but they may, at the option of the engineer, be approximate only. And upon such estimate being made the Commission will pay to the Contractor eighty (80) per cent. of such estimated value.

(18) The Contractor shall deliver to the engineer for extra work, not covered by an established price, as mentioned in Clause 5 of the specifications hereunto attached, signed by himself or agent on or before the third day of the month following that in which said extra work was done, and such accounts will be paid in full within five (5) weeks upon the engineer's certificate for their correctness, and no claim whatever will be considered for works not so included in such account. Such payments on extra work shall not be construed, however, as an acceptance of any such work, and shall not lessen the liability of the Contractor to replace defective work though the conditions of the same may not have been known to the engineer at the time his certificate was given or acted upon.

(19) The Contractor hereby further agrees to make all the needed repairs in the said work during a period of nine months after its final completion, and he hereby further agrees that the Commission is authorized to retain out of the monies payable or to become payable to him under this agreement, the sum of five (5) per cent. on the amount of the contract, and to expend the same or so much thereof as may be required in making the aforesaid repairs to the satisfaction of the engineer, if after the delivery or mailing of a notice in writing to the Contractor or agent, he shall neglect to make the aforesaid needed repairs within the time specified in such notice; and he (the Contractor) hereby further agrees to be responsible for any accident that may occur on account of the defective condition of the work.

(20) It is further mutually agreed that whenever this contract, in the opinion of the engineer, shall be completely performed on the part of the Contractor, the engineer shall proceed with all reasonable diligence to measure up the work, if need be, and shall make out the final estimate for the same, and shall certify the same; and upon the expiration of sixty (60) days after the acceptance by the Commission of the work herein agreed to be done by the Contractor, the said Commission will pay to the said Contractor the amount remaining after deducting from the amount or value named in the last mentioned (final) certificate, all such sums as shall previously have been paid to the said Contractor under any of the provisions of the contract, and also such sums of money as by the terms they are authorized to reserve or retain, provided that nothing herein contained shall be construed to affect the right hereby reserved by the said Commission to reject the whole or any portion of the aforesaid work should the said certificate be found or known to be inconsistent with the terms of this agreement or otherwise improperly given.

(21) And it is hereby agreed that the said Contractor shall indemnify and save harmless the Commission from and against all claims against the said Commission for all labor done and materials furnished under this contract, and shall furnish the said Commission with satisfactory evidence, when requested, that all persons who have done work or furnished materials under this contract, for which the Commission might become liable, have been fully paid, or satisfactorily secured; and in case such evidence is not furnished an amount necessary and sufficient to

meet the claims of persons aforesaid shall be retained from money due the said Contractor under this contract, until the liabilities aforesaid shall be fully discharged or satisfactorily secured.

(22) And the Contractor agrees that he will indemnify and save harmless the said Commission from all suits or actions of every name and description brought against the said Commission for or on account of any damages received or sustained by any party or parties by or from the said Contractor, his servants or agents, in the construction of the said works, or by or in consequence of any negligence in guarding the same, or any improper materials furnished by the Contractor used in its construction, or by or on account of any act or omission of the said Contractor, and that the Contractor will faithfully perform this contract according to the true intent and meaning thereof; and the said Contractor hereby further agrees that so much of the money due to him under and by virtue of this agreement as shall be considered necessary by the said Commission, may be retained by the said Commission until all such suits or claims for damages, as aforesaid, shall have been settled and evidence to that effect furnished to the satisfaction of the said Commission.

(23) And the Contractor further agrees that the bond for one thousand dollars (\$1,000.00) delivered to the Commission may be retained as a guarantee for the faithful performance of the contract according to the plans and specifications hereunto attached. The condition under which this bond is held is that if the Contractor do well and truly keep and perform the agreements, covenants and terms of this contract, and shall indemnify and save harmless the said Commission as herein stipulated, then the above sum of one thousand dollars (\$1,000.00) is to be returned to him; otherwise the said sum is to be forfeited to the Commissioners.

(24) This agreement shall enure to the benefit of and be binding upon the successors and assigns of the Commission, and the heirs, executors, administrators and assigns of the said Contractor as well as upon the Commission and Contractor.

IN WITNESS THEREOF, the parties to these presents have hereunto set their hands and seals, the day and year herein first written.

SIGNED, SEALED AND DELIVERED

in the presence of

L. A. RATHBUN.
JOHN H. JACKSON.

QUEEN VICTORIA NIAGARA
FALLS PARK COMMISSIONERS.

P. W. ELLIS,
Chairman.

(Seal.)

J. C. McNAMARA.

(Seal.)

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

IN PURSUANCE OF THE ACT RESPECTING SHORT FORMS OF LEASES.

BETWEEN :

THE COMMISSIONERS FOR THE QUEEN VICTORIA NIAGARA FALLS PARK, hereinafter called 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 messnages 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 from 9th January, 1915, to 31st December, 1915, 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 said 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 therefor during the said term a minimum rental of twelve thousand dollars to be payable in four equal instalments in advance on the following days and times in succession, that is to say, the sum of three thousand dollars on the 9th day of January, 1915, the sum of three thousand dollars on the 9th day of April, 1915, the sum of three thousand dollars on the 9th day of July, 1915, and the sum of three thousand dollars on the 9th day of October, 1915.

And as an additional rental yielding and paying therefor a sum sufficient with the said twelve thousand dollars to equal thirty per cent. of the gross receipts derived from or in connection with the said business during the term hereby created on the days and in the manner following, that is to say, on the 9th day of July, 1915, the Lessee shall pay to the Commissioners such a sum as with the said six thousand dollars theretofore paid as herein provided will make a sum equal to thirty per cent. of the said gross receipts up to the 9th day of July, 1915, and on the 31st day of December, 1915, the Lessee shall pay to the Commissioners such a sum, if any, as with the said twelve thousand dollars theretofore paid by the Lessee to the Commissioners as herein provided shall be equal to thirty per cent. of the gross receipts by the said Lessee derived from or in connection with the said business during the whole term hereby created.

PROVIDED ALWAYS and the Commissioners hereby undertake that if it shall appear that the amount paid to the Commissioners on the 9th day of July, 1915, shall by reason of the smallness of the receipts derived from the business after the said 9th day of July have with the said twelve thousand dollars amounted to more than thirty per cent. of the total amount of the said gross receipts so derived from the said business during the whole of the said term, that the Commissioners will repay to the Lessee any amount so received by the Commissioners above the said thirty per cent.

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 per centum 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.

ON the 9th days of April, July, and October and 31st December, the Lessee covenants and agrees to deliver to the Commissioners a statement showing the gross receipts during the preceding quarter verified by a statutory declaration.

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 Commission 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 numbers one to nineteen inclusive, provided that the Lessee, his executors, administrators 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, Chairman, their proper officer.

Witness:

JEAN M. FRASER.

JEAN WAID.

R. P. SLATER,

J. W. LANGMUIR,

(Seal.)

Chairman, Queen Victoria Niagara
Falls Park Commission.

THIS INDENTURE made (in triplicate) this 1st day of May, A.D. 1915.

BY AND BETWEEN:

THE COMMISSIONERS FOR THE QUEEN VICTORIA NIAGARA FALLS PARK, hereinafter called "The Commissioners."

Of the First Part.

—and—

T. W. MIDFORTH, of the City of Niagara Falls, 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 to be paid, observed and performed, the Commissioners demise and lease unto the Lessee the sole and exclusive right and privilege of offering for sale refreshments and souvenirs, and also the right and privilege of taking photos of visitors, or of exposing photos of scenery, etc., for sale within the limits of Queenston Heights Park and at Whirlpool Point, which rights and privileges are subject to the following conditions and stipulations:

(1) (a) The sale of refreshments and souvenirs at Queenston shall be confined to the pavilion east of Brock's Monument, and the building adjoining the tracks of the International Railway on the easterly side thereof, presently used for the purpose, and at no other point. The sale of photos shall be confined to the building at the Laura Secord Monument, presently used for the purpose, and at no other point.

(b) The sale of refreshments and souvenirs at Whirlpool Point shall be confined to the building presently used for the purpose, or at such other point to be designated by the Superintendent of the Park, and at no other point.

(2) The persons employed by the Lessee coming in contact with the public shall be neatly dressed, 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.

(3) All the business shall be conducted in a quiet and orderly manner and to the satisfaction of the Park Commissioners at all times.

(4) The Lessee and all his employees shall at all times conform to any and all rules and regulations which may be promulgated by the Board of Commissioners, from time to time for the government of the Park.

(5) The Lease shall extend over the period from January 1st, 1915, to January 1st, 1916, and then be fully completed and ended, proviso for re-entry by the Commissioners on non-payment of rent or non-performance of covenants.

(6) The Lessee shall provide all the dishes and other requisites necessary to conduct the business of supplying refreshments in a proper manner, and shall also provide a modern high class photographic outfit for the taking of photographs of visitors to the Park.

(7) The Lessee covenants and agrees during the currency of this lease to pay rental as follows: The sum of five hundred (\$500) dollars on the first day of August, the sum of five hundred (\$500) dollars on the first day of September.

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 in the following manner: Five per cent. of the gross receipts received by the Lessee during the first ten months on the first day of November, 1915, and five per cent. of the gross receipts received by the Lessee during the last two months of said term on the thirty-first day of December, 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.

(8) The Lessee covenants with the Commissioners to pay all Municipal taxes or school rates which may be legally chargeable against him by reason of his occupation of the premises in manner and form hereby demised.

(9) It is hereby declared and agreed that this Agreement shall enure to the benefit of and be binding upon the successors of the Commissioners and the heirs, executors, administrators and assigns of the Lessee, as well as the Commissioners and the Lessee.

IN WITNESS WHEREOF the parties of the First and Second Parts hereunto have set their hands and seals on the day and year above written.

Attest:

C. J. HASTINGS.
JOHN H. JACKSON.

T. W. MIDFORTH,

COMMISSIONERS FOR THE QUEEN
VICTORIA NIAGARA FALLS PARK.

P. W. ELLIS.
Chairman.

QUEEN VICTORIA NIAGARA FALLS PARK REPORT

INDEX TO ANNUAL REPORT, 1915

Year.	Title.	Date	Page.
1915	Portrait of the late Chairman		8
	Thirtieth Annual Report of the Commissioners..	July 25th, 1916.....	9
	Financial Statement for the year 1915		15
	Report of the Park Superintendent	July 25th, 1916.....	18
	Report of the Chief Gardener	July 25th, 1916.....	23
	Order-in-Council appointing Commissioner P. W. Ellis, Chairman	June 1st, 1915.....	27
	By-law granting the Park Commissioners right-of-way to build Boulevard through the village of Bridgeburg	October 29th, 1914....	27
	Agreement between the Village of Bridgeburg and the Park Commissioners	October 29th, 1914....	28
	Agreement between the Park Commissioners and the Niagara Spanish Aerocar Company	November 1st, 1914....	32
	By-law granting the Park Commissioners right-of-way to build Boulevard through the Village of Fort Erie	June 23rd, 1915.....	35
	Agreement between the Village of Fort Erie and the Park Commissioners	June 23rd, 1915.....	36
	Contract with J. C. McNamara for the construction of Section No. 5B. of the Niagara River Boulevard ..	October 21st, 1915.....	40
	Agreement between the Commissioners and R. P. Slater, for park privileges	January 9th, 1915....	46
	Agreement between the Commissioners and T. W. Midforth, for Queenston privileges	May 1st, 1915.....	50



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