

PARCS ET TRAVERSESES, Commission
Rapports et dossiers.

PARC MONT-ROYAL, Vente de rafraîchissements
R.F. Livermore, concessionnaire.

1877 Privilège accordé à M. Livermore de vendre des
1880 rafraîchissements sur le Mont-Royal.

*Archives Municipales
de Montréal*

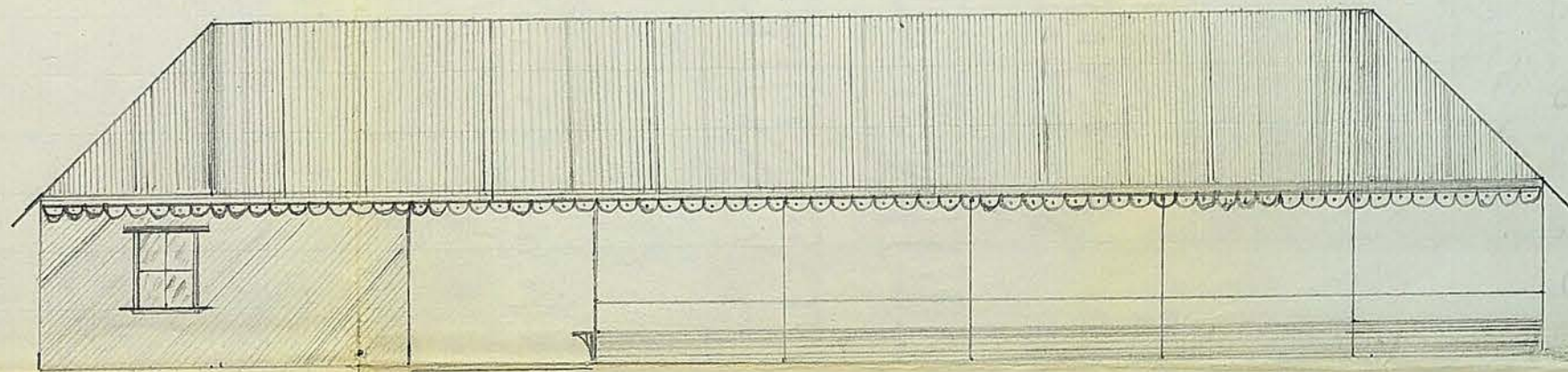
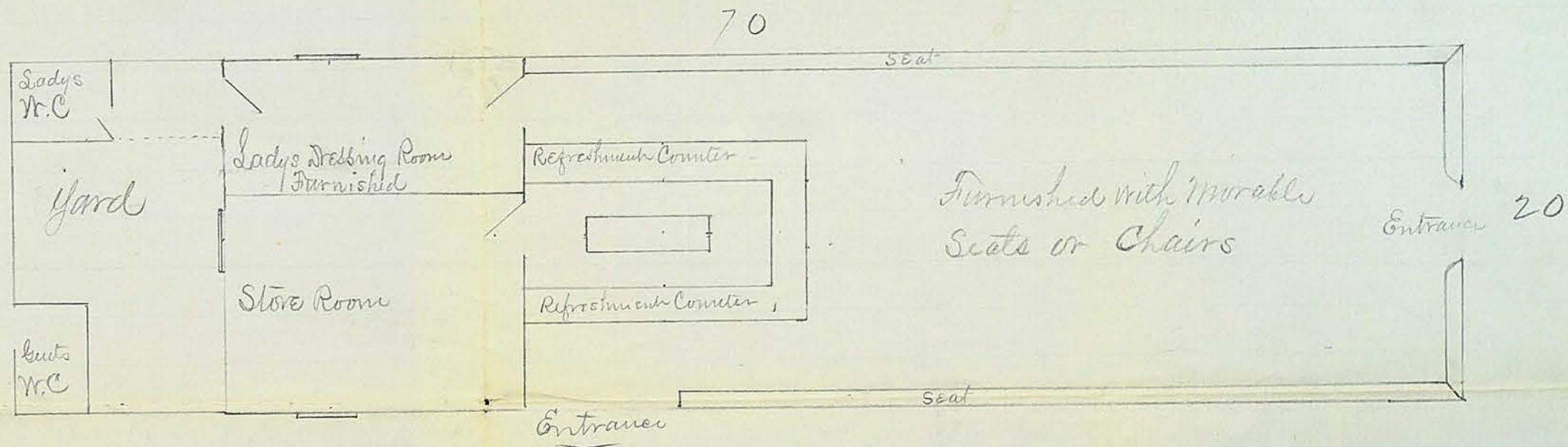
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Plan of Building for
 Mount Royal Park - proposed by
 R. J. L. L. L. L.
 + C. M. A. L.

Plan of Building
Mt Royal Park

15 May 1880

The Hon Park Commissioners,
Montreal P.Q.

Gentlemen,

As a consideration for the exclusive restaurant privilege on the Mt Royal Park for a term of five years from May 1st 1880,

I will run a line of passenger Omnibusses from the city to the top of the Mountain during said term, via Dul or McTavish streets, Omnibusses to run every half hour as per specification. Rates of fare for round trip, adults 25¢ children under two years 15¢. = Adults one way 15¢, children under two years 10¢. Children under two years free.

The fares shall be similar to those I have used on the line during the past three years, and a number equal to the business. I will straighten the building now on the park, and otherwise improve it.

I will also construct a new wing equal to 20+30 feet. I think advisable to attach it to the lower side of the present building and have it longer than 30 feet and less than 20 feet in width. This to have a good sized dining hall, and I also prefer to have the ladies dressing room in this new part, enlarged and improved. I will enlarge and improve the service,

I will make the buildings respectable
and comfortable, and keep the same in good
repair. Improvements estimated to cost \$400.-
to \$1500.-

The whole business of restaurant and
Omnibus line to be conducted in a thorough
and respectable manner.

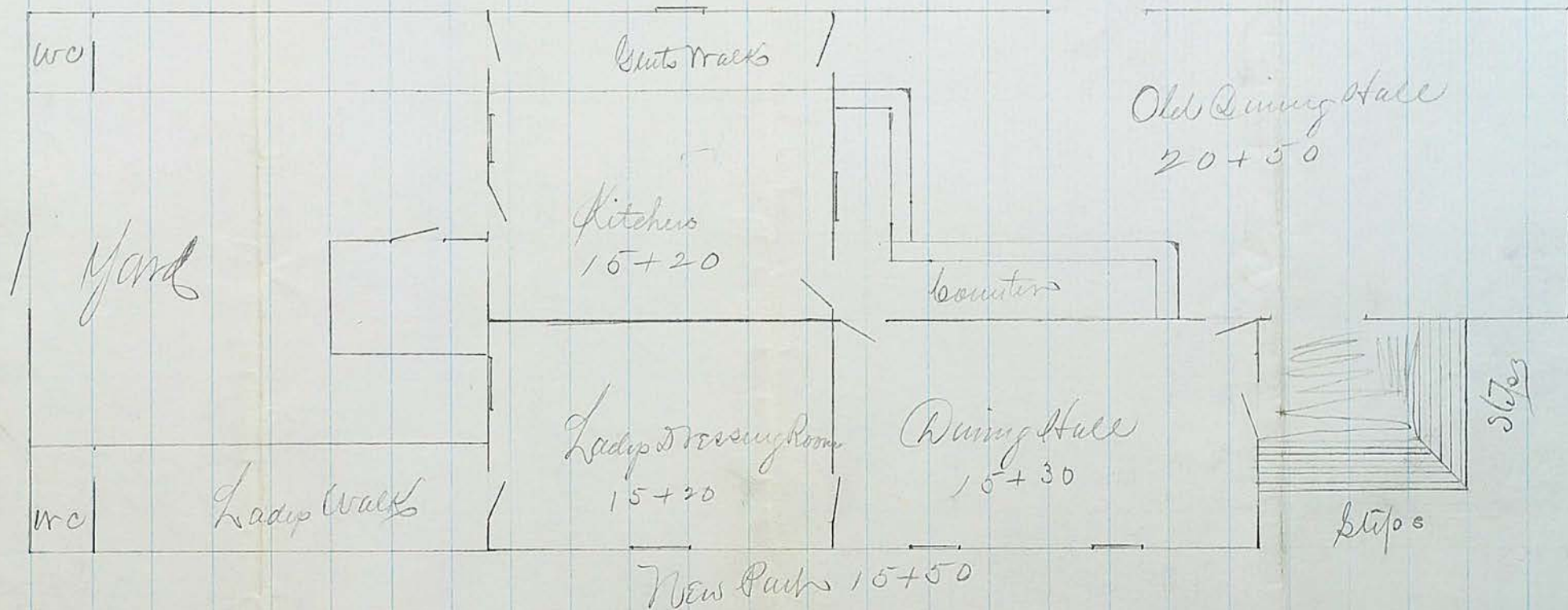
Enclosed find plan comprising old and
new building and improvements, also a bill of
fare.

Port Henry N.Y.
Nov 26 1879

Respectfully Yours
R. A. Lissmore

Livermore J. L. for restaurant
Tombibusses on Mt Royal.

November 26th 1849



REPORT

FROM THE

Mount Royal ~~City~~ ^{Commissioners}
 to grant Mr. Livermore
 a renewal of his lease
 for another term of
 13 years

Presented 9th June 1879

at next meeting

23 October 1879 - Referred back

Adopted _____ 18

To the City of Montreal

The Mount Royal Committee Park Commissioners

Respectfully Report,

That the present Lessee of the Restaurant on the Mount Royal Park, Mr Livermore, has applied to them for a renewal of his contract for three years more and after careful consideration of the importance of the privilege to be granted and the benefits to be derived by the public at large, they have come to the conclusion that it is advisable to grant Mr Livermore a renewal of his present contract for a term of three years from the date of its expiration, on the following conditions —

- 1 he shall increase the number of his carriages, so as to give more accommodation and greater facilities to parties, visiting the Park.
- 2 he shall construct a new way to serve as a diving stall, 20 x 30 feet.
- 3 - he shall shingle the whole building paint the same and otherwise embellish it

it so as to make it attractive and
pleasing.

40 The Ladies dressing room shall
be put in better order and condition
and more accommodation afforded
in the way of water closets &c

5 The fare up and down for round
trips shall not exceed twentyfive
cents, and fifteen cents for fare
one way.

And they recommend accordingly

The whole respectfully submitted.

Committee Rooms

City Hall,

Montreal, 27th May, 1879

H. A. Nelson

P. Demerutis

J. G. G. G.

Port Henry N.Y. Dec 30th 1898

Hon A. A. Nelson,

Montreal.

Dear Sir:

It may be a proper time to bring my request, for an extension of three years time, to my present park Contract, before the Park Commissioners.

I would like a decision as soon as convenient that I may have ample time to make my additional preparations for next seasons business, if your committee grant my request as I trust it will.

Will you kindly consider this matter at your next meeting of Park Commissioners and oblige. —

Respectfully Yours,
D. A. Loomis

F. L. Quirmore
 asking an
 extension of time
 Park. business
 30 Dec 1878

Please find this
 with the Commission
 papers for the
 first meeting.
 W. L. R.

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F. L. Duvernay

Extension of time

re M. R. Park.

2nd Sept 1878.

The Hon Park Commissioners,
Montreal -,
Gentlemen,

In view of a very light and unprofitable business in the Park Buss Line and Restaurant on the park for the past two first seasons, And to save me from the loss of quite a large investment which I found necessary in the beginning, I beg to ask an extension of three years time, of the same privileges granted by a contract to R. H. Lussmore & C. M. Alger, and on the same conditions. = And as Mr C. M. Alger has now no interest in the business, you will please make the Extension to me only. =

I have invested about \$3000.00 in buildings on the park, and in the outfit for the buss line.

The buildings which cost nearly \$1000.00 become the property of the city at the Expiration of the present contract, which Expires next season, And I shall not receive profit sufficient at the end of this season, from the business to pay the cost

of said buildings alone,
The Buss Line, I find quite expensive
to run. And the returns from it are
small. = Having invested in the busi-
-ness, I desire not only to save my
investment but to make some money out
of it in the end. And to make the
business a success will require still more
money invested, to increase the number of
busses and horses, and to improve their con-
dition. And some improvements will be required
at the park, all of which I cannot
afford, except I have an extension of
three years,

I think in the past, I have satisfied
the public very generally, and shall strive to
do the same in the future. The buss line
with the very low fare 25¢ to the park and
return, is proving a very great convenience
to the poor and middle classes, and should
be continued.

Desiring this to receive your favorable
consideration I remain,

Your Obedient Servant,
R. A. Livermore

Montreal Sept 27th 1878



On this *twenty first* — day of the month of *January*
in the year of our Lord one thousand eight hundred and seventy *eight*, in the
after noon.

BEFORE the undersigned Public Notary *J*, duly commissioned and sworn,
in and for that part of Canada, heretofore constituting the Province of Lower
Canada, and now the province of Quebec, residing in the District of *Montreal*
— in the said part of the said Province of Canada.

PERSONALLY CAME AND APPEARED *Joseph Sissons of the*
said city of Montreal, Confectioner and Pastery
Cook —

WHO for the consideration herein after mentioned hath assigned, trans-
ferred and made over, and by these presents doth assign, transfer and set over
with promise of warranty, *avec promesse de garantir en fait as his own*
acts and deeds as concerned —

UNTO *Charles M. Algeu of the said city of*
Montreal, trader —

present and accepting as
purchase and transferee for himself his heirs and assigns
to wit. 1^o All those certain buildings erected by the said
Joseph Sissons on St. Helens Island, opposite the city of Montreal,
for the sale of Refreshments, and also erected by him under the
terms of a contract entered into by and between the said
Joseph Sissons and The City of Montreal dated at Montreal
the eleventh day of May one thousand eight hundred and
seventy six, pursuant to the Act of the 14th of June 1854, relative to
Public, together with and including during the term
and ice house. 2^o The privilege of supplying and
selling refreshments of all kinds (especially those mentioned
in said contract, subject to the specifications or conditions
of contract and according to the terms and Bill of Fare
annexed to said contract, and all and every the rights,
privileges, interest and claims of the said Joseph Sissons
held by or conveyed or granted to him by said "The City of
Montreal" under and in virtue of said contract or other-
wise, the whole for the unexpired term of said contract or
agreement. 3^o The good will of the business of the
said Joseph Sissons, to wit that of selling and supplying
refreshments to the public visiting said Island, and 4^o
the use of the Cabbage (belonging to Government) on said Island,
for and during the unexpired term of said contract or agreement.

The said assignor, *cédant* — hereby assigning, transferring, and making
over to the said assignee, *cessionnaire* —, and his heirs and assigns, and
subrogating, (*subrogeant*) him therein all the rights, mortgages and privileges
of him the said assignor, *cédant*, resulting in his favor in any
way, or from any cause or reason whatsoever, *but more particularly*
from said contract or agreement. —

+ and transferred
property, privileges
C. M. Alge
M

TO HAVE, HOLD, receive, take and enjoy, all and singular the hereby sold assigned sum of money and other the premises unto the said assignee - ~~ce~~ ~~on~~ - ~~naire~~, his executors, administrators and assigns, from henceforth, to and for their own proper use and benefit for ever.

THIS TRANSFER is thus made for and in consideration of eight hundred dollars currency of Canada which the said assignor acknowledges to have had and received from the said assignee at the execution hereof, of which quit, and which consideration it is specially agreed and understood is to be forthwith paid and handed over to the said The City of Montreal in payment of ~~as~~ the amount of the arrears of consideration due by the said Joseph Sissons to the said The City of Montreal, payable under said contract. - and further in consideration of the sum of One hundred dollars currency of Canada for which the said assignee has given his promissory note to the said assignor payable in three months from date hereof, and which note when paid will be in full satisfaction hereof, it being however understood that should the said assignee die in the course of the said Joseph Sissons will at the expiration of said three months take a renewal note from said assignee for said sum for a further period of three months.

And in consideration of the said assignee enjoying all the benefits, privileges and advantages under said contract he hereby assigns, assumes all and enuf the obligations of said assignor towards said City of Montreal, to accrue or become due under said contract from the date hereof and in accordance with terms, conditions and stipulations therein contained.

AND for the signification hereof, the parties have constituted the bearer of these presents, their attorney to whom they give all necessary power and authority to that effect. For thus, &c.

AND for the execution hereof the said parties have elected their domiciles at their present respective places of residence herein above mentioned; Where, &c. Promising, &c.

THUS DONE AND PASSED, at Montreal aforesaid at the office of George R. W. Kelton or one of the undersigned Notaries, under the number three thousand one hundred and thirty one of his original deeds of record, on the day, month and year first above written, and the said parties have signed with and in the presence of the said undersigned notary these presents having been first duly read in their presence according to law.

(Signed) "Jos Sissons"
"C. M. Alge"
"Geo. R. W. Kelton Not."

True copy of the original remaining of record in the office of the undersigned notary forty five words more with one marginal now appended.

Geo. R. W. Kelton Not.

And on this

day of the month of

in the year of our Lord one thousand eight hundred and sixty , at the special instance and request of

the assignee , *cessionnaire* , named in the foregoing deed of Transfer to granted by

the grantor , *cédant* , therein mentioned, and passed before one of the undersigned, and his colleague, Notaries, on the day of

WE, the undersigned Notaries Public, duly commissioned and sworn, in and for that part of the Province of Canada, heretofore constituting the Province of Lower Canada, residing in the District of in the said part of the said Province of Canada, personally went to the of

where being and speaking to

we signified unto the said

the said foregoing transfer by serving upon , speaking as aforesaid, a true copy of the said transfer, together with a copy of these presents, forbidding at the same time, the said

to pay to any other person or persons than the said

the sum of money transferred under and by virtue of the said transfer, on pain of paying twice.

THUS DONE AND SIGNIFIED, at aforesaid, on the day, month and year, and at the place first above written, under the number and we have signed, in testimony of the premises.

103181 179

21st January 1878

TRANSFER

BY

Joseph Lissou

TO

Charles M. Alger

1st COPY

Maint
& July 18
Lissou

Chas R. Kiltson
Notary

1878
Circular stamp: *Notary Public*

Montreal Nov 5th 1877

Gentlemen of the Park Committee

We hereby petition for the privilege to keep open
run the Mt. Royal Park restaurant during
the winter. also running the omnibuses
on sleighs - days that the weather is
favorable. also of boarding up the
~~boarding up~~ ~~of~~ ~~the~~ east side of the
old shed to be used for horses - which
we will put into its present
condition again in the spring.

Members of snow-shoe Clubs, and others -
have applied for accommodations for
traumping & sleigh riding parties & are
a great drawback to this is the ^{early}
closing of the park. Could you allow
the gate to be left open during the
three winter months - or closed at
11 instead of 9 o'clock - we will send
a man to close it if required

Respectfully

Livermore & Alger

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Levermore and Olger
asking
to keep Restaurant
open in winter
season on
Mount Royal Park

Nov. 5th 1877

On this twentieth day of the month of June, in the year one thousand eight hundred and seventy seven.

Before M^e J. Godfroy Papineau the undersigned notary public for the Province of Quebec, residing and practising in the city of Montreal, in the District of Montreal, in the said Province, came and appeared:

The "City of Montreal" a body politic and corporate, having its office or principal place of business at the City Hall, in the said city of Montreal, herein represented and acting by Alderman E. A. G^en^ereux acting Mayor of the said city and residing in the said city.

And Rey Firman Livermore, merchant, heretofore of Port Henry, in the Essex County in the state of New-York, one the United States of America, and Charles Moulton Alger, produce dealer, of the said city of Montreal,

Which said parties of the second part, do hereby bind and oblige themselves jointly and severally, one of them for the whole, without division or discussion towards The City of Montreal aforesaid accepting thereof, to do, perform and execute all the works & obligations hereinafter set forth to wit:

Firstly. The said Livermore and Alger will at their entire own costs and expenses and in a workmanlike & substantial manner, build a neat and attractive building at a suitable place, on the Mount Royal Park, to be approved of by the Mount Royal Park Commissioners and to sell therein and in any other place on the top of the mountain, as may be required by the said Park Commissioners and for the

space of three years to be reckoned ten days after the signing of these presents refreshments and temperance drinks only, but no strong, spirituous or intoxicating liquors or beer.

Wm. J. M.
The said building shall be used by the said Livermore and Alger for refreshments rooms and as a shelter for the public visiting the said park, and therefore the said building shall not be less than twenty feet in width, seventy feet in length, and of such height as to suit the taste of a good architect and in all cases shall be of a dimension sufficient to shelter one thousand people.

The said building shall be ^{kept} neatly painted, and as to the interior, divisions of it they shall be as shown on the plan hereto annexed signed by the parties hereto and the undersigned notary ne varietur; but in all cases there shall be in the said building, water closets for gentlemen and also a dressing room for ladies with water closets attached as shown on the said plan, which the said Livermore and Alger oblige themselves to have always kept clean on the first demand of any person using the same.

shall be by
Secondly. The said Livermore and Alger oblige themselves towards the said party of the first part to establish and run a line of omnibuses from and to a place in the vicinity of the Montreal Post office to and from the Mount Royal Park, during three consecutive years to be reckoned and commenced ^{ten} ~~ten~~ days after the signing of these presents (winter season excepted) that is from the first day of May in each year; said omnibuses shall pass through the streets, avenues, or roads which from times to times shall be indicated by the Park's commissioners.

The said omnibuses shall be first class
in

*the party to whom
to state the number
of omnibuses which
he intends to run.*

in finish and strength, open at sides and in rear with light skeleton top or cover, and in every way conducive to the comfort and pleasure of passengers.

And the said omnibuses shall be in a sufficient number so as to provide a seat for each passenger and under no circumstances the conductors of said omnibuses will be allowed to take on board of said omnibuses more passengers than the number of seats shall permit.

The said omnibuses shall be run by good teams of two, four or more horses, if more than four horses are required by the commissioners of the Mount Royal Park. And the speed of the said omnibuses shall never exceed six miles an hour and shall never be less than three miles an hour in average nor be faster than a walk at the turning of corners and in those portions of street, roads, and streets whose declivity is great.

* Thirdly, Every thing directly or indirectly connected with or depending of the running of omnibuses and the time of said running, the stoppages of the omnibuses, the liabilities of the said ^{party treasury} Liversmore and Alger for damages arising from the execution of these presents, the extent of privileges granted by these presents, the selling of refreshments in the said refreshment rooms or on any portions of the Park designated as the top of the mountain chosen for that object by the said Park commissioners, the quality and kind of said refreshments or other articles in the said buildings or in any other parts of the said Mount Royal Park and in or near the roads leading thereto, shall be under the entire control of the Park commissioners

for

for the time being, and under their supervision and subject to their approval, and all and every such thing shall also be regulated by the actual by-laws and or by any other future by-law or by-laws which may hereafter be enacted by the Montreal City Council and by all such rules and regulations which may hereafter be made and enacted by the said Park Commissioners.

Fourthly, The prices of the refreshments and other articles which ~~the~~ the said Livermore and Alger may at any time sell, in the said refreshments rooms or elsewhere in Park on top of the mountain or in the avenues and roads leading thereto shall be subject to the approval of the Park Commissioners for the time being.

Fifthly, The City Council or the Park Commissioners shall at all times have the right and power to grant to such other party or parties which they may choose the privilege of selling refreshments and other articles in any other place than that portion denominated the top of the mountain and also of running omnibuses during the said term without the said Livermore and Alger having any recourse or damages against the said corporation of the city of Montreal for so doing.

Sixthly, At the end of the said three years the said refreshments rooms shall remain on the spot and be left in good order, and shall be the property of the city of Montreal without the necessity of paying any thing for the same.

Seventhly, The said Livermore & Alger shall be obliged to start their first omnibuses from or near the said post office every

and all other
construction
buildings erected
during the present
contract

to state what
fare he shall
charge for single
fare either way
or for the round
trip for adults
and children
which rates
shall not be
increased during
the term of the
present contract

Run

to or at such hours

every day at nine of the clock in the forenoon
and continue to start another omnibuses at
intervals of one hour each ~~an hour~~ in the
afternoon as the Park Commissioners may
require and ordain from time to time
to suit the convenience of the public.

And in returning from the Park the
Park the said omnibuses shall be started
at intervals of one hour, the first start to be
at half past ten in the forenoon, — The starting
point to be at the Flag Staff on the north or
return road.

Kindly. The said ^{party to the} Livermore and Alger
shall never charge more than the following
rates for the conveyance of ~~passing~~ passengers,
to wit:

1^o One ticket or fare for the round
trip to the mountain and return thirty
five $\frac{35}{100}$.

2^o For six tickets of the same des-
cription thirty cents $\frac{30}{100}$ each.

3^o For twelve tickets of the same
description twenty five cents $\frac{25}{100}$ each.

4^o For one ticket or fare going or
returning twenty cents $\frac{20}{100}$.

And they shall always be obliged
to have at their office or refreshments
rooms or in the omnibuses tickets for
sale at the above rates. And any excursion
party composed of six, twelve or more persons
shall have the right to pay in cash, and
shall be charged the said fares and no
more, just the same as if they were
provided with tickets.

And the conductors shall be obliged
to give change to the party paying with
coins or bills of a larger amount than
the

the fares to be paid.

It is hereby specially stipulated that children over ~~two~~ and under ten years shall pay only one half of the above prices, and that the children of two years and under shall be conveyed free of any charge if carried in arms.

Tenthly, The Livermore and Alger shall be liable for all damages arising from the manner of executing the present contract and shall guarantee and indemnify the city of Montreal aforesaid against any amount which the said corporation may have to pay on account of such damage or any costs deriving therefrom.

Eleventhly. The present obligations have been thus contracted and entered into by the said Livermore and Alger in the consideration of the privilege which the city of Montreal aforesaid doth hereby grant to them of running the said omnibuses to and from the Park and ~~of~~ the exclusive privilege of building the said refreshments rooms and of selling refreshments therein every day (Sundays included) for the term and under the condition herein stipulated ~~and in what manner and~~

Twelfthly, The said Livermore and Alger shall not cede, sell, assign, transfer and make over or otherwise alienate their rights or privileges in the premises without the consent in writing of the said corporation of Montreal.

And should they become insolvents or should any writ of attachment be issued against them, their privileges and rights deriving from these presents shall cease at once and the said corporation of the

city

The party tendering to state what amount he is prepared to pay for the

what amount shall be payable at a bill of fare with prices attached to accompany each ticket, which said prices shall not be altered at any time without the consent in writing of the said commissioners

City of Montreal, shall have the right to resume possession of the buildings erected and lease the same to other parties and said buildings shall ipso facto revert to and become the full property of the City of Montreal, the same being part of the consideration for the granting of the within privileges.

The said Livermore & Alger shall pay the costs of these presents and of one copy for the City of Montreal, thus done and passed in the said City of Montreal on the day, month and year herein above firstly written under the number thirteen hundred and twenty eight of the general repertory of the notarial deeds of J. Godfroy Papineau the said undersigned notary who has kept these presents of record in his office. And these presents having been first duly read to the parties hereto they have signed in the presence of the said notary and the clerk of the said City of Montreal Charles Glatmeyer esquire of Montreal aforesaid, has countersigned & affixed the seal of the City of Montreal aforesaid and the said notary has signed.

(Signed) C. M. Alger

— " — R. J. Livermore

— " — C. A. Genereux acting mayor

— " — Chs. Glatmeyer city clerk

— " — J. J. Papineau N. P.

True copy of the original of these presents remaining of record in the office of the undersigned notary.

The party tendering
bopper good and
valid security for
the due performance
of the contract
The commissions
do not bind the
to accept the
tender

N^o 1328

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20th June 1877.

Agreement
between
The City of Montreal
and
Messrs. R. F. Livermore
& C. M. Alger

1st copy

20 June 1877

all

J. G. Papineau C. R.

A Messieurs les commissaires
du Parc. Montréal.

Messieurs.

Voici le montant des
soumissions que je vous soumetts.
je paierais deux cent cinquante
piastres pour avoir seul le droit
de vendre aux deux places indi-
gués au dit Parc. et je serai prêt à
m'en soumettre aux réglemens
du comité.

Montréal 1 Juin 1876

J. Magloire Provost

No 49 St Mary

J. Mag. Provost

419 St Mary

Pour rente de
rafranchissement
au Parc M. Royal

5
1 Juin 1876

To
The Mountain Park
Commissioners.

Yerrence Mooney of the City of
Montreal. Hotel Keeper.

Respectfully Represents

That Applicant is desirous of obtaining
a place on the Mountain Park
for the purpose of selling Confectionary
and Temperance drinks, many of
the Citizens having advised him to do
so, knowing him to be in every way
qualified to carry on such business in a
proper way.

Therefore Applicant prays
that you will be pleased to take
his case into your most favorable
consideration and grant him the
privilege of selling Confectionary and
strictly temperance drinks on the
Mountain Park, for which he is willing
to pay a fair Rental (and by so doing,
confering upon him a very great
favor which he will ever remember
with gratitude, and as in duty bound
ever to pay -

Y. Mooney

Montreal
19th May 1846

- J. Mooney -
refreshments ou Pass

19th May 1876

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Parcs et Traverses Comm'n
Rapports et dossiers

Parc Mont-Royal - Rafraîchissements

Parcs et Traverses, Commission
Rapports et dossiers.

✓ 140 = 01	✓ 408 = 02
✓ 142 "	✓ 458 = "
✓ 171 "	✓ 428 = "
✓ 177 "	✓ 490 = "
✓ 179 "	✓ 502 = "
✓ 188 "	✓ 508 = "
✓ 191 "	✓ 509 = "
✓ 219 "	✓ 519 = "
✓ 220 "	✓ 526 = "
✓ 235 "	✓ 591 = "
✓ 193 = 02	✓ 661 = 03
✓ 211 "	✓ 678 = 03
✓ 212 "	
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✓ 214 "	✓ 2145 = 04
✓ 230 "	✓ 2169 = 04
✓ 232 "	✓ 2210 = 04
✓ 240 "	✓ 2479 = 04
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Parcs et Traverses, Comm'n
Rapports et dossiers.

Parc Mont-Royal. Rafraîchissements

BUREAU des COMMISSAIRES
Dossiers divers

✓ 17785 = 04

3^{ème} série

CONSEIL

Rapports et dossiers

✓ 282 = 04

✓ 5795 = "

✓ 9957 = "