

PARCS ET TRAVERSEES, Commission
Rapports et dossiers

PARC MONT-ROYAL, Vente de rafraîchissements
J. McClannaghan; concessionnaire.

1883 Privilège accordé à M. J. McClannaghan de vendre
1897 des rafraîchissements au parc Mont-Royal.

Voire aussi :

*282 - 3^{ème} série, Conseil
Rapports & dossiers :*

Harry Pulos, Concessionnaire .

**Archives Municipales
de Montréal**

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Résumé des Soumissions pour certains
 privilèges dans le Parc M. Royal.

-0-0-0-0-0-0-0-0-0-0-0-

Henri St, George.	Prendre des Portraits.	\$10. par mois
Dame N.A.Giguère,	Tous les privilèges, et vendre des fleurs, fruits, &c	\$500. par an.
N. Joulin.	Louer des longues- vues,	\$125. par an.
J. Lewis.	Tous privilèges.	\$600. par an.
R. Hemsley.	Tous privilèges.	\$2200. pour 4 ans, à raison de \$550. par an et \$125. pour cette année.
J. McClannaghan.	Tous privilèges.	\$ 275. par an et \$50. pour cette année.
F.E.Phelan	Tous privilèges.	\$1500. pour 5 ans, \$1000. payables de suite et \$100. par an., la Cité devant éri ger batisse convenable; sinon, \$400. par an.
W.J.Clarke.	Tous privilèges.	\$500. par an.

Bureau du Greffier de la Cité.

Montréal, le 10 Sept. 1895.

Montreal, 16 Aug 1897

To The Park Committee

Gentlemen

On behalf of Mr. John McClaughan,
we beg to notify you that a tent with
frame building has been removed from
the Mountain Park at the Cemetery gate
some days ago, which said tent had been
erected in the Park at a place ~~where~~
~~it had been~~ accepted by the Park Com-
mittee, & printed by them some ten years
ago, & which stood there ever since ac-
cording to his Contract. We beg now to ask
your committee to cause the same to be
at once replaced, & that ~~either~~ Mr. McClaughan
will hold the City responsible for all
damages resulting therefrom amounting
to \$32 per week for 22 weeks per season
during

ADVOCATES

L. W. SICOTTE JR.

CHAS. A. BARNARD

A. C. DELERY MACDONALD

LOUIS SICOTTE

2
SAVINGS BANK BUILDING 180 ST. JAMES STREET.

Montreal, _____ 189
the contract existing between the City &
Mr. McClanaghan.

We beg also to ask the use of the
said place according to the contract.
We understand that the tent has been
removed by the authorities of the Mount
Royal Cemetery in virtue of a contract granted
them by the City of Montreal.

Yours truly

Sicotte Barnard & Macdonald

591
J. McCreary
re ten
damages

16 Aug 1897

S. C.
Chamman
Esq
Esq

President:
C. F. SISE.

Vice-President:
GEO. W. MOSS.

Secretary-Treasurer:
C. P. SOLATER.

THE BELL TELEPHONE COMPANY OF CANADA, LTD.

1730 NOTRE DAME STREET.

P. O. Box 1918.

W. H. SCOTT,
LOCAL MANAGER.

Montreal, 24th April, 1895.- 189

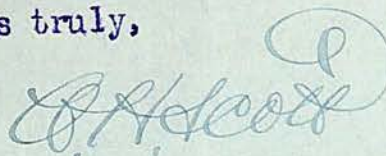
Rene Bauset, Esq.,

Secy. Parks' Committee, City Hall, City.-

DEAR SIR:-

Referring to telephone at the Mount Royal Park Restaurant:
The existing contract covering this instrument is in the name of
Mr. J. McClanaghan, and it is understood that half cost is paid by
the Corporation. As this arrangement has led to considerable
confusion of accounts recently, we have thought it advisable to
have the arrangement made with the City, and as you are dealing
with Mr. McClanaghan in connection with the privileges of the Re-
staurant, the matter of his share could be arranged in that way. I
enclose herewith copy of our order form filled in at regular rate
of \$50.00 per annum, together with duplicate accounts for the cur-
rent term, amounting to \$25.00. If you agree with this suggestion,
kindly sign and return the order, on receipt of which the change
will be made in our books, and the account rendered each half year
direct to you. In any case, please place the account for current
term in proper channel for settlement early, as under the old ar-
rangement, I believe it is the City's turn to pay.

Yours truly,



Enclosure:

Local Manager.

The Bell Telephone Company of Canada is prepared to furnish the public, when desired, with the following Telephonic Instruments, which have been patented in Canada, and of which patents the said Company is the sole owner, viz:—

Nos.	10416	10705	11737	13917	14151	14454	15134	15825	22352	22475	22491	22492	22774	22780	23300	23677
	25106	25731	26014	26020	26195	26438	28932	29143	29234	29836	31342	31842	32545	34006	35920	36002
	36040	36537	43895	43975	44023	44606	44826	44827	44828	44829	44830	44909	44910	44922		

(5,000-4-05)

Form No. 1.

THE BELL TELEPHONE COMPANY OF CANADA, (Limited.)

Lease No. _____

ORDER.

FOR CONNECTION WITH EXCHANGE.

The Company's Lines and Instruments are furnished and maintained at a yearly rental charged to Subscribers, and payable half-yearly in advance. No charge is made for connecting the instruments or for any ordinary repairs, but the cost of labor and material will be charged to the Lessee in the event of any change being made in the location of the instrument by his order.

The Subscriber, or the Company, shall be at liberty to terminate this connection with the exchange at the end of any year upon giving written or printed notice ten days in advance of that time of his or their intention to do so.

The Company reserves the right to remove its instruments from the premises of a Subscriber at any time on returning the unearned subscription, if any, if the Subscriber makes any improper use of the instruments, or allows any person not a subscriber to use the instruments hereby leased, or fails to pay the said rental and other rates stipulated below, or otherwise fails to comply with the terms of this order.

The Company will endeavor to furnish as perfect and continuous communication between Subscribers as possible, but will not be liable for any loss or damage that may occur during or through the connection of any subscriber with any of its exchanges, or through the employment of any messengers, vehicles, or other service.

It is agreed that messages transmitted by the employees of the Telephone Company orally by telephone, or by messenger, will be at the risk of the sender and addressee of the same, and the Telephone Company assumes no responsibility in respect to such messages, and will not be liable for loss or damage by reason of delays, errors, non-delivery or any other cause.

This order becomes a contract when the instrument is connected.

The instruments and apparatus are the property of The Bell Telephone Company of Canada, and are constructed and used under patents which said Company owns or has the right to use, and it is hereby expressly agreed that any use of said instruments or apparatus otherwise than for its Telephone Exchange purposes is an invasion of the rights of said Company, entitling said Company to an injunction and all other legal remedies and redress in a suit or suits by said Company in its name and behalf.

Montreal 1st Jan. 1895

Connect on above terms and conditions *the* premises _____

Mount Royal Park Restaurant - Mount Royal

with other subscribers in this place at annual rate of *fifty* dollars. *\$ 50.00*

Extras _____

Total annual rate *fifty* dollars. *\$ 50.00*

which rates and any tolls for use of Long Distance Lines or Messenger Service incurred through the instruments hereby

leased *the* agree to pay, and also to observe above terms and conditions.

A New List containing the name of the Subscriber under this lease will not be compiled before _____

Date of connection, _____ 189

No variation of the printed terms of this order, nor any addition thereto, whether inserted by the Subscriber or any Local Manager, will be binding on the Company, unless confirmed by the President or Manager of Department; and the Company reserves the right to remove its instruments in all cases where any such variation or addition has been made.

519
Bell Tel. Co

Re Telephone set
Mount Royal Park
Restaurant

24 April 1895

REPORT

FROM THE

M. R. Park Committee
 To settle amicably
 the claims of John
 W. Cunningham

Presented *26 Nov.* 1894

Finance
30 April 1895
recd

Adopted *14 June* 1895

Entered vol. *43* page *129*

and page *431* of vol. *6* of Reports

Report of
Sub Committee
re Claims of John
McClanaghan.

14 Mar. 1894

On this eleventh day of the month of July, in the year of our Lord eight hundred and ninety five

Before Me Onesime Marin, the undersigned notary public for the Province of Quebec, in Canada, residing and practising in the City and District of Montreal, in the said Province.

APPEARED:

THE CITY OF MONTREAL, a body politic and corporate, having its principal place of business at the City Hall, in the east Ward of the said City, hereto represented and acting by Richard Turner, acting Mayor in the absence of His Worship the Mayor of the said City, Mr Joseph Octave Villeneuve, merchant, residing in the said City of Montreal.

PARTY HERETO OF THE FIRST PART.

AND

Mr John Mc Clannaghan, of the said City of Montreal-Restaurant keeper.

PARTY OF THE SECOND PART.

Which parties hereto of both parts did say and declare to the undersigned notary that they have agreed to settle amicably the claim of the said Mr Mc Clannaghan against the said City of Montreal, on the following basis to wit:

The said John Mc Clannaghan shall and will abandon all his claims against the said City and he shall be paid the sum of two thousand and five hundred dollars as indemnity for all damages and another sum of five hundred dollars as disbursements;

He shall also be given a remittance of all rent due by him to the said City up to the first of May last and he shall be granted a continuation of his lease for the sale of refreshments and cigars only as now sold in the Mount Royal excepting that portion of the Park used for Exhibition purposes for a period of five years at a rent of five hundred dollars a year.

WHEREFORE the said parties hereto have agreed and they do hereby agree to renew for a period of five years to be computed from the first day of May last the contract to keep a restaurant within the limits of the Mount Royal Park as executed and passed before F.J. Durand, notary, in the tenth day of October eighteen hundred and eighty four, with all the rights deriving therefrom for the sale of all refreshments and cigars only as now sold within the limits of the said Mount Royal Park, with the exception of that portion used for the Exhibition purposes, and subject to all the conditions mentioned and stipulated in the said contract as well as in a certain deed of agreement executed between the said parties on the twelve day of April eighteen hundred and eighty nine for the continuation of the said lease, which conditions the said Mr Mc Clannaghan do hereby undertake and oblige himself to fulfill and execute as contained in the said two deeds, the said City of Montreal; hereby making the same observation and restriction as stipulated in the said two deeds.

thus made for the price or sum of five hundred dollars or rental for each and every year during the said term which sum the said Mr Mc Clanaghan doth hereby binds and obliges himself to well and truly pay or cause the same to be well and truly paid to the said City of Montreal, in the office of the City Treasurer, and by equal and quartely payments of one Hundred and twenty five dollars each, the first whereof shall be due and payable on the first day of ~~August~~ August next, and the others every following three monts until the end of the present agreement.

By these presents, the City of Montreal do give and grant to the said John Mc Clanaghan, accepting thereof, acquittance and remittance of all rent due to the said City by the said John Mc Clanaghan up to the first of May last in virtue of the above cited two deeds.

And immediately, the said City of Montreal, has paid in cash to the said John Mc Clanaghan the sum of three thousand dollars as indemnity for all damages and disbursements in complete settlement and payment of all claims he may have and pretend to have against the said City of Montreal up to date in virtue of the above cited two deeds; including all costs now pending in any Court of law between the said John Mc Clanaghan and the said City of Montreal; which cases are hereby settled and put out of Court, the said Mr Mc Clanaghan hereby undertaken to have the proper proceeding to cancel all those cases, and all other claims and demands what so ever whereof and wherefore the said John Mc Clanaghan doth hereby give and grant to the said City of Montreal a general and final acquittance and discharge.

The present agreement has thus been made in conformity with a resolution of Council of the said City of Montreal passed at the meeting held on Friday the 14th day of June instant, confirming and ratifying a report of the Park Commissioners adopted at a meeting of the 16th day of November last, as well as a report of the Finance Committee adopted at a meeting of the 26th day of April also last past, a copy of which resolutions and reports shall remain heretunto annexe signed by the undersigned Notary NR VARIETUR.

Thus done and passed at the said City of Montreal on the day and the year first above written, under the number 19002 of the repertory of Me O:Marin, the undersigned Notary

And after due reading, the parties have signed and Daurent Olivier David esq., City Clerk has countersigned the same ~~has~~ and has affixed thereto the seal of the Corporation of the said City; the whole in presence of the said Notary who did also sign.

(Signed)

R. TURNER, ACTING MAYOR
L. O. DAVID, CITY CLERK
J. McCLANAGHAN
O. MARIN, N. P.,

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

(Signed)

O. Marin, N. P.

Contrat de John
McClung
pour la vente de
sapin et de cèdre et
de cèdre sur la Paroisse
de la Montagne
1895

To the City of Montreal.

The Mount-Royal Park Committee

Respectfully Report.

That they have considered a report of the Sub-Committee to whom were referred the different claims for damages of Mr, John McClanagan, Restaurant Keeper on Mount-Royal Park, and after due deliberation, they are of opinion that the said claims of Mr. McClanagan should be settled amicably on the basis of arrangement decided upon by the said Sub-Committee, and approved of by Mr. McClanagan.

Your Committee, therefore, recommend that upon the ~~abandoning~~ abandoning by Mr. McClanagan of all his claims against the City;--

1o-That he be paid a sum of \$2,500 indemnity, and \$500 disbursements for lawyers' fees, notarial protests, etc.

2o-That he be given a remittance of all rent due up to the 1st. of May next.

3o-That he be granted the option to continue the present lease for the sale of ^{all} refreshments and cigars as now sold, for a period of 5 years, at the same rental, -with the exception of that portion of

A la Cité de Montréal.

Le Comité du Parc Mont-Royal

a l'honneur de faire rapport

Qu'il a pris en considération un rapport du
sous-comité auquel ^{ont} été référées les différentes
réclamations en dommages de M. John McClanagan, res-
taurateur du parc Mont-Royal, et qu'après avoir mû-
rement délibéré, il est d'opinion que les dites ré-
clamations de M. McClanagan devraient être réglées
à l'amiable sur la base d'arrangement adoptée par
le sous-comité et acceptée par M. McClanagan.

Votre comité recommande, en conséquence, que, à
la condition que M. McClanagan abandonne toutes ses
réclamations contre la cité;--

1o-On lui paye la somme de \$2,500 d'indemnité
et une autre somme de \$500 de déboursés pour hono-
raires d'avocats, protêts, etc.

2o-On lui fasse remise de tout loyer dû jus-
qu'au 1er de mai prochain.

3o-On lui laisse l'option de continuer le
présent bail pour la vente de cigares et de ré-
fraîchissements du genre de ceux qu'il vend actu-
ellement, pendant une période de 5 ans, au même

(2)

même loyer, --mais à l'exception de cette partie du
parc où se tiennent les expositions.

Le tout respectueusement soumis.

Chambre du comité,
Hôtel de Ville,
Montréal, 16 novembre 1894.

H. Dupré
Beausoleil
H. F. F. F. F.
J. J. J. J.

Montreal, 19 Nov., 1894.

To the Chairman and Members
of the Mount Royal Park Commissioners.

Gentlemen /

In reply to yours of the 16th inst.,
I beg to inform you that I will agree to the amendment to
the sub-committee's report, as contained in your said
letter of that date.

Trusting a definite settlement will
now be arrived at, I beg to remain,

Yours very truly:

A handwritten signature in cursive script, reading "J. W. Clavaghren". The signature is written in dark ink and is underlined with a long, sweeping horizontal stroke that extends to the right and loops back under the end of the signature.



City Clerk's Office,
City Hall,
Montreal 16 Nov. 1864

(copy)

Mr. John McClanaghan.

Mount Royal Park.

city.

Sir /

I am instructed by the Mount Royal Committee to inform you that the report of the Sub-Committee recommending a settlement of your claims, on certain conditions, was adopted at a meeting held this morning but with an amendment to the effect that in the renewal of your lease for a period of 5 years, you will only be allowed to sell cigars as well as the refreshments you are now selling within the park, and I am to request you to state whether you will agree to the conditions of settlement as amended.

Yours very truly:

(Sig.) René Bauset.

Secty. Mount Royal Park Committee.

To the Chairman and members of the Mount-Royal Park
Committee.

Gentlemen,

The Sub-Committee to whom ~~was~~ referred the
different claims for damages of Mr. McClanagan, Restaurant-
Keeper on Mount-Royal Park, respectfully report:

That they considered the matter carefully and had se-
veral interviews ~~wikk~~ on the subject with Mr. McClanagan,
and that after they had satisfied themselves that his
claims were well founded in law and should be settled ami-
cably to the best advantage of the City, they summoned Mr.
McClanagan before them and requested him to state the best
conditions of arrangement he would offer to the City in the
premises.

That Mr. McClanagan, thereupon, offered to settle all his
claims against the City as follows:

1o-The payment of \$500 to recoupe himself of his dis-
bursements for lawyers' fees, notarial protests, etc.

2o-That he be given a remittance of all rent due by him
to the City.

3o-That his lease be extended gratuitously for a pe-
riod of 15 years.

That your Committee considered the terms of this
agreement disadvantageous for the City, and after due deli-
beration, they came to the conclusion to offer Mr. McClanagan
a settlement as follows:

1o-The payment of the sum of \$2,500, and \$500 additional
for lawyers' fees, etc.

20-A remittance of rent due up to the 1st. of May next.

30-The option for Mr. McClanagan to continue the present lease for a period of 5 years at the same rental, but without that portion of the Park used for Exhibition purposes being in any way construed as being leased to Mr. McClanagan

That the latter basis of arrangement was made known to Mr. McClanagan, who accepted the same, as appears by his letter attached to these presents, dated the 12th. November 1894.

Your Sub-Committee therefore recommend that the different claims of Mr. McClanagan be settled amicably according to the agreement just mentioned, and that upon his abandoning all his claims against the City:

10-He be paid a sum of \$2,500 indemnity, and \$500 disbursements for lawyers' fees, notarial protests, etc.

20-He be given a remittance of all rent due up to the 1st. of May next.

30-He be granted the option to continue the present lease for a period of 5 years, at the same rental, with the exception of that portion of the Park used for Exhibition purposes.

The whole, etc.

Committee Room,
City Hall,
Montreal, 14th. November 1894.

H. Dupré
P. Larroche
C. Beaussollet

*# for the
sale of refresh-
ments and
cigars as now
used.
H. D.
M. J.
C. B.*

Au président et aux membres du comité du parc
Mont-Royal.

Messieurs,

Le sous-comité, auquel ~~x~~ ont été référées les diverses réclamations de M. McClanagan, restaurateur du parc Mont-Royal, a l'honneur de faire rapport:

Qu'il a fait un examen sérieux de la question, et a eu plusieurs entrevues avec M. McClanagan à ce sujet, et qu'après s'être assuré que ses réclamations étaient bien fondées en droit et devaient être réglées à l'amiable au meilleur avantage de la cité, il a fait venir M. McClanagan et lui a demandé d'indiquer les meilleures conditions d'arrangement qu'il était prêt à proposer à la cité.

Que M. McClanagan offrit de régler toutes ses réclamations contre la cité comme suit:

- 1o-Lui payer la somme de \$500 pour le faire rentrer dans ses déboursés pour honoraires d'avocats, protêts, etc.
- 2o-Lui faire remise de tout loyer dû par lui à la cité.
- 3o-Renouveler son bail gratuitement pour une période de 15 ans.

Que votre comité considéra les termes de cet arrangement comme désavantageux pour la cité, et qu'après avoir mûrement délibéré, il en arriva à la conclusion d'offrir à M. McClanagan de régler comme suit:-

- 1o-Lui payer la somme de \$2,500, plus \$500 pour honoraires d'avocats, etc.
- 2o-Lui faire remise de tout loyer dû jusqu'au 1er de mai prochain.

30-Lui laisser l'option de continuer le présent bail pendant une période de 5 ans au même loyer, mais sans comprendre dans son bail cette partie du parc où se tiennent les expositions.

Que cette dernière base d'arrangement fut communiquée à M. McClanagan, qui l'accepta, ainsi qu'il appert par sa lettre annexée aux présentes, en date du 12 novembre courant

Votre sous-comité recommande donc que les différentes réclamations de M. McClanagan soient réglées à l'amiable suivant l'arrangement qui vient d'être mentionné, et que, à la condition qu'il abandonne toutes ses réclamations contre la cité :--

10-On lui paye une somme de \$2,500 d'indemnité, et \$500 de déboursés pour honoraires d'avocats, protêts, etc.

20-On lui fasse remise de tout loyer dû jusqu'au 1er de mai prochain.

30-On lui laisse l'option de continuer le présent bail # pendant une période de 5 ans, au même loyer, à l'exception de cette partie du parc où se tiennent les expositions.

pour la route des sa. frais de fraisements ch de cigares qui sont payés à présent H. D. H. H. G.B.

Le tout, etc.

Chambre du comité,
Hôtel de Ville,
Montréal, 14 novembre 1894.

H. Dupré
Jm Jamb
O. Beauvoil

Montreal, Nov. 12, 1894.

To the Chairman and Members

of the Mount Royal Park Sub - Committee:

Gentlemen /

I have received your letter acknowledging the justice of my claims against the City and offering a settlement of said claims.

As I have always been and am still desirous of an amicable settlement with your Committee and the City of Montreal, in direct opposition to the wishes and advice of my legal advisers in this matter, I simply wish to state ~~that~~ that I agree to accept the offer as contained in your letter when fully carried out by the said City as a full and final settlement of the said claims, but should the City fail to fully and finally carry out this agreement as soon as possible, then nothing herein contained shall in the least affect or shall be construed as affecting my rights and claims against the City, and they shall remain the ^{same} as if this agreement had never existed.

Allow me to remain,

Gentlemen,

Yours very truly:

J. McLaughlin

John McLaughlin
accepting offer a
Sub Committee

Montreal, October 2d. 1894.

To The Chairman

and Members of the Mount Royal

Park Committee.

Gentlemen,-/

As my lease for privileges on Mount-Royal Park ~~is~~ near expired. I respectfully ask for a new lease.

Since the time I entered into the present lease the opening of Sohmer Park, the Electric cars to Back River and last but not least the running Electric cars to the Cemetery, has greatly reduced the value of said privileges.

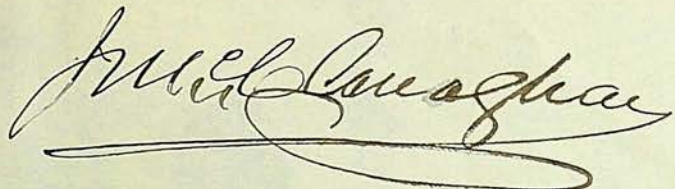
I will therefore leave it with you Gentlemen to say what amount under the circumstances you consider a fair rent for the said privileges.

I may also add that I am prepared to settle all pending damages in an amicable manner on a rent basis.

Hoping this will meet your favourable consideration.

I remain

Most respectfully Yours

A handwritten signature in cursive script, appearing to read "J. McLaughlin". The signature is written in dark ink and is positioned below the typed name. It features a prominent, sweeping underline that extends across the width of the signature.

Montreal, 2 Octobre 1894.

A Monsieur le Président et à Messieurs les
Membres du Comité du Parc Mont Royal.

Messieurs, /

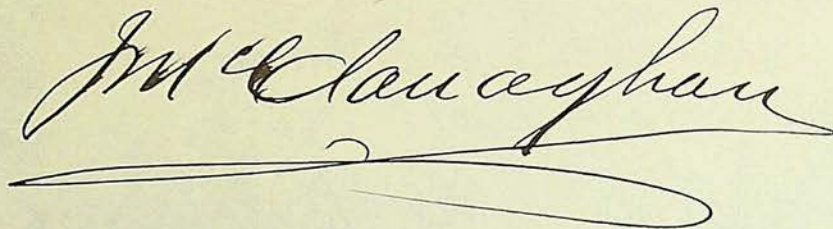
Comme mon bail pour privilèges sur
le Parc Mont Royal, est sur le point d'expiré, je vous prie
respectueusement de vouloir bien le renouveler.

Depuis que vous m'avez accordé le bail en question
l'ouverture du Parc Sohmer, le service des Chars Electriques
qui se rendent jusqu'au Sault aux Recollet, et surtout le
service des Chars Electriques qui vont jusqu'au Cimitière
ont grandement contribué a diminuer la valeur des dits privi-
lèges.

Je ^{vous} laisserais donc Messieurs a décider ce que j'-
aurai a payer dans les circonstances pour le s privilèges
en question, j'ajouterai que je suis prêt à régler tous les
dommages en suspens à l'amiable sur la base de mon loyer.

Espérant que vous voudrez bien prendre ces of-
fres en sérieuse considération.

Je demeure votre tout dévoué,

A handwritten signature in dark ink, reading "J. McLaughlin". The signature is written in a cursive style with a long, sweeping underline that extends across the width of the signature.

Je demeure votre tout dévoué,

Très en sérieuse considération.

Espérant que vous voudrez bien prescrire ces ordonnances en réponse à l'annuaire sur la base de mon projet. en question, j'ajouterais que je suis prêt à régler tous les suraj à payer dans les circonstances pour le privilège de laisserais donc Messieurs à décider ce que j'aimerais.

ont généralement contribué à diminuer la valeur des dites privi- service des Chars Electrolytiques qui vont jusqu'au Comité qui se remient jusqu'au Comité aux Recettes, et surtout le l'ouverture du Parc Royal, le service des Chars Electrolytiques Depuis que vous m'avez accordé le bail en question respectivement de vouloir bien le renouveler.

*M. Clamma pour
asking for settlement.*

Je Pare Royal, est sur le point d'expirer, je vous prie
Comme mon bail pour privilèges sur

Messieurs,

Membres du Comité du Parc Royal

A Monsieur le Président et à Messieurs les

Montréal, 2 Octobre 1884.

To the Chairman and Members of the Mount/Royal Park
Committee.

Gentlemen,

In compliance with your request, we beg
to submit to you a detailed Report of the different claims
of Mr. McClanagan ~~against the City~~, Restaurant-Keeper on
Mount-Royal Park, as well as the counter-claim of the City
against the said Mr. McClanagan, and the opinions of the City
Attorneys in connection therewith.

About 14 years ago, Mr. McClanagan assumed the restaurant
privileges on the Park in succession to Mr. Livermore.

Five years later, he bound himself to erect the present
restaurant building in consideration of which he was given
the refreshment privileges for five years free of charge.

At the expiration of that period of 5 years, a contract
was passed between Mr. McClanagan and the City, whereby the
former bound himself to pay to the latter \$500 per annum for
the privilege of selling refreshments and other articles on
the Park.

This contract will expire on the first of May next.

Mr. McClanagan, basing himself upon the contract as it
exists, contends that he has the exclusive right to sell re-
freshments, and all other articles in the comprised limits of
Mount-Royal Park, and the claims which he files against the
City are three in number and are as follows:-

- 1o-Loss of profits for being deprived of the right of
selling lager beer \$2,100;
- 2o-Amount paid to the City by Mr. Clark, Curiosity-Dea-
ler, \$500;
- 3o-Damages suffered through picnics, etc., in that part
of the Exhibition Grounds comprised within the park, \$12,525

Total.....\$15,125.

The following documents, which have been filed by Mr.
McClanagan, give more details concerning those claims.

"To the Chairman and Members of the Mount-Royal Park
Committee.

"Gentlemen,

"As requested by the City of Montreal, ~~xxx~~
through its Attorney, to stop selling Weiss Beer until the Ci-
ty had time to interview the Government and make arrange-
ments

regarding the matter and to keep track of all damages on account of loss of said sales.

" I complied with said request on the before mentioned conditions.

"This state of things continued for eight and a half months. My loss of business in that time on such account has amounted to \$2100.

A bill for the first months damages has been sent in to the City Clerk, and the Finance Committee has allowed \$300 in rent on said bill, leaving a balance due of \$1800.

"Taking all rent due up to date, from said amount, a balance still remains due in said matter of \$1,000.

"As the City of Montreal has leased a portion of Mount-Royal Park to Mr. Clarke for the sale of Views Books, Cutlery, and other articles, the amount paid by Mr. Clark for said privilege has by a resolution of the Park Committee been ordered to be returned to me and placed to my credit, as rent paid. This has not been done.

"I hope your Committee will see its way to settle all these claims, as I had already proposed, in an amicable manner; in which I will be heartily with you.

"Allow me to remain,

"Gentlemen,

"Most respectfully yours,

"J. McClanagan."

"Montreal, 15th. October 1894.

"To the Chairman and Members of the
Mount-Royal Park Committee.

"Gentlemen,

"Although the City of Montreal, by notarial deed, guarantees me the exclusive right and privilege of selling refreshments, temperance drinks, weis-beer or any other article on Mount-Royal Park, or in any place within the limits of said Park, or roads and avenues leading there- to, -the said City, in violation of said exclusive right, has allowed the following parties, to wit., the Exhibition Committee, the Hochelaga Agricultural Association and numerous picnics to come into the premises and sell refreshments, temperance drinks, beer and other articles, on a portion of Mount-Royal Park bounded by Mount-Royal avenue, Park Avenue and St. Jean-Baptiste Ward, and used for picnics, horse racing and other purposes.

"The amounts paid to the ~~xxxxxxx~~ aforementioned parties during the following years are as follows:

"1890-Hochelaga Agricultural Association and numerous picnics				\$ 2,400
"1892-Exhibition Committee and numerous picnics				3,200
1892-	do	do	do	3,000
1893-	do	do	do	2,800
1894-Butchers', Caledonian, Labor and				

and Police picnics		1,125
	Total	<u>\$12,525</u>

"The said City of Montreal has been duly notified and
 "legally protested and called upon to protect me in my
 "rights, but has failed to do so; and all monies received for
 "said privileges, as well as all profits arising from said
 "sales, rightfully belong to me.

"I therefore call upon the said City of Montreal to in-
 "demnify me for all and every such amounts.

"As I am desirous of an amicable settlement, I beg to
 "make the following proposition, namely:-

"That the City grant me a new lease for a sufficient
 "length of time to cover the damages on a rent basis; that
 "said City pay the amount it has cost me for legal advice or
 "action in this matter, as well as all notarial protests ser-
 "ved in the case.

"Hoping this will meet your approval, I have the honor
 "to remain,

"Gentlemen,

"Respectfully Yours,

"J. McClanagan".

The City Attorneys were requested to give their opinion
 upon Mr. McClanagan's claim, and the following are copies of
 the documents they submitted to the Committee in connection
 therewith.

"Montreal, 27th. August 1889.

"To Alderman Farrell,
 "Commissioner, Mount-Royal Park,
 "re McClanagan's Complaint.

"Dear Sir,

"Mr. McClanagan, who keeps a restaurant on the Moun-
 "tain, has, in virtue of a notarial deed, the exclusive privi-
 "lege of selling refreshments, cigars and temperance drinks
 "within the limits of the Mount-Royal Park.

"He now complains that a pretty large portion of said
 "Park, formerly used as an Exhibition Ground, is very often
 "rented for picnic purposes or public amusements, where li-
 "quors, cigars, refreshments, and drinks of every description
 "are sold without his consent or without his having any
 "share in the profits; being therefore a violation of his
 "privilege.

"By information obtained from the City Clerk, I found
 "that, by a Report of the Mount-Royal Park Commissioners, adop-
 "ted the 23rd. May 1881, the use of a portion of Mount-Royal
 "Park for Exhibition purposes, - say 570 feet on Mount-Royal
 "Avenue by about 1 000 feet on Bleury street, - was given free
 "of charge to the Permanent Exhibition Committee for a term

"of five years; that this permit or lease has expired a long
"time ago, and was never renewed, according to the Assistant-
"City Clerk's statement. If such is the case, I consider that
"Mr. McClanagan's privilege extends also over that portion of
"said Park, because his lease was signed during the current
year, and therefore no refreshments, temperance drinks or any
"other articles should be sold there without his consent or
"permission.

"I may also add that a Labor picnic is advertized for
"the 2nd. of September next, and thousands of people are like-
-ly to be present; -no doubt refreshments will be sold in
"violation of Mr. McClanagan's rights.

"I have the honor to be,
"Sir,
"Your obedient servant,

"L. J. Ethier,
"Assistant-City Attorney."

"Montreal, 21st. May 1890.

"To the Mount-Royal Park Commissioners.

"re Privilege of Restaurant-Keeper McClanagan.

"Gentlemen,

"You ask my opinion as to whether your Committee
"has the right to grant Mr. Clark permission to sell, within
"the limits of Mount-Royal Park, certain articles or goods, -
"such as photographs, opera glasses, and other kinds of fancy
"goods, -and I have now the honor to report that in virtue of
"a contract passed on the 12th. April 1889, Mr. McClanagan ob-
"tained the exclusive privilege of selling within the limits
"of said Park, refreshments or any other articles, as shown
"by Section 8 of said contract, which reads as follows:-

"The present obligations have thus been contracted by
"the said McClanagan in consideration of the exclusive pri-
"vilege hereby granted to him by the said City of selling re-
freshments or other articles in the said restaurant, buil-
"dings, or in any other place within the limits of the Mount-
"Royal Park."

"I am therefore of opinion that the request of Mr. Clark
cannot be granted without violating Mr. McClanagan's privi-
lege."

"I beg to remain,
"Gentlemen,
"Your obedient servant,
"Rouer Roy,
"City Attorney."

"Montreal, 5th. January 1893.

"To the Commissioners of Mount-Royal Park.

"re Mr. John McClanagan's Claim.

"Gentlemen,

Mr. John McClanagan, Restaurant-Keeper on Mount-Royal Park, has filed before you, at different times, two claims for damages for the following reasons:-
1o-Loss and expenses resulting from being deprived of the right to sell weiss-beer within the limits of said Park on Sundays;

2~~nd~~ As those damages accrue from week to week, being continuous, the amount thereof is not finally determined.

2o-Loss of profits in the sale of refreshments, cigars, etc., authorized by the City and the Government on that portion of the Exhibition Grounds comprised within the limits of said Park, as shown by the Official Plan: -\$3,500;

"This claim is pending before the Superior Court.

"Acting conformably to a special resolution of your Committee, I have the honor to submit to you the following Report:-

"1o-As to the damages resulting ~~from~~ to Mr. McClanagan from being deprived of the right of selling weiss-beer on Sundays, according to the interpretation of the contract passed between the parties, I find that said parties were both mistaken; the City did not know that weiss-beer was an intoxicating liquor, the sale of which would be prohibited by the Provincial laws, and Restaurant-Keeper McClanagan (as well as Restaurant-Keeper Dépatie on the Island Park) did not know it either. It had never been considered as such. Even the Government seem to have been under that impression ~~that~~ at first, since they tolerated the sale of that beer on Sundays within the limits of Mount-Royal and St. Helen's Island Parks, for several years. It was only after the decision of Justice Dugas to the effect that weiss beer was a spirituous liquor that the sale thereof was considered as illegal.

"Since there is no fault nor negligence on the part of either of the contracting parties, the Complainant has no right to claim damages, but there is no doubt that the City should reduce the price or consideration which Mr. McClanagan is obliged to pay for the exclusive privilege of selling refreshments, among which is included Braun's wiger-beer (weiss beer), which seems to be the principal source of revenue for the said Mr. McClanagan.

"Therefore, as to the first claim, I respectfully advise your Committee to try to settle amicably with Mr. McClanagan, on the basis of a reduction in the price of his contract.

"2o-This second claim, as to the loss of profits on the sale of cigars, liquors, etc., on the Exhibition Grounds, has often been discussed before your Committee, without any success for the Complainant; so much so that he was obliged to institute an action before the Superior Court to the amount

of \$3,500, which is yet pending.

"AS this question, which is quite complicated, has been submitted to the Courts, I would suggest to your Committee to contest the said action and get judgment on the matter.

"I beg to remain,
"Your obedient servant,
"L.J. Ethier,
"Joint City Attorney.

(I concur)
"Rouer Roy,
"City Attorney."

After pourparlers between Mr. McClanagan and the Committee, which extended for a period of three or four years, the Finance Committee, to which had been referred the different claims of Mr. McClanagan, -- on the 7th April 1893, awarded him a sum of \$300, based upon a reduction of rental in satisfaction of his claims, for being deprived of the right of selling weiss-beer on Sunday, but that Report was never presented to Council.

Subsequently, a couple of months ago, instructions were given to the City Attorney to take proceedings against Mr. McClanagan for the sum of \$700, being the amount due by him for rent up to the 1st. of May last, and the action is still pending in Court.

We may add that the amount due for rent by Mr. McClanagan up to the first of August last was \$1,000, and that according to the books of the City Accountant, it appears that the amount paid by Mr. Clark to the City for the sale of curiosities on the Park is \$500 for the last seven years.

We may also add that when the Finance Committee offered to settle the claim of Mr. McClanagan for \$300, he had then been deprived of the right of selling lager beer on Sunday, from the end of September to the middle of October, and that the exact period during which he was deprived of the right of selling lager beer on Sunday, extends from the 24th. September 1892 to the 15th. May 1893.

The whole nevertheless respectfully submitted.

(Orig.) Reui Bausch
Secy.
P. J. Cuyler atty for city
re City v. McClanagan

The whole nevertheless respectfully submitted.

Wm. Bennett
copy of the
original

tember 1893 to the 15th. May 1895.

of selling lager beer on sundays, extends from the 24th. Sept-
the exact period during which he was deprived of the right
from the end of September to the middle of October, and that
been deprived of the right of selling lager beer on sundays,
to settle the claim of Mr. McClanagan for \$200, he had then

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proposals on the Park is \$200 for the last seven years.

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After particulars between Mr. McClanagan and the Commis-

End.

"City Attorney."

"Rouer Box,"

(I enclose)

"Joint City Attorney."

"L. J. Effier,"

"Your obedient servant,"

"I beg to remain,"

contest the said section and get judgment on the matter.

submitted to the Courts, I would suggest to your Committee to
"As this question, which is quite complicated, has been
of \$2,500, which is yet pending."

Au président et

aux membres du comité du Parc Mont-Royal.

Messieurs,

Conformément à votre demande, nous avons l'honneur de vous soumettre un rapport détaillé au sujet des réclamations de M. McClanagan, restaurateur du parc Mont-Royal, ainsi que la contre-réclamation de la cité contre le dit M. McClanagan et les opinions des avocats de la cité s'y rapportant.

Il y a environ 14 ans, M. McClanagan, succédant à M. Livermore, obtint les privilèges du restaurant dans le parc.

Cinq ans plus tard, il s'engagea à construire le restaurant actuel, en considération de quoi on lui concéda gratuitement les privilèges des rafraîchissements pour une période de 5 ans.

A l'expiration de cette période, de 5 ans, fut conclu entre M. McClanagan et la cité un contrat par lequel le dit M. McClanagan s'obligea à payer à la dite cité la somme de \$500 par année pour le privilège de vendre des rafraîchissements et d'autres articles dans le parc.

Ce contrat expirera le 1er mai prochain.

M. McClanagan, se basant sur le contrat tel qu'il existe, prétend qu'il a le droit exclusif de vendre des rafraîchissements et tous autres articles dans les limites comprises du parc Mont-Royal, et les réclamations qu'il a produites contre la cité sont au nombre de trois et comme suit:-

1o-Perte de profits du fait qu'il a été privé du droit de vendre de la bière Lager, \$2,100;

2o-Montant payé à la cité par M. Clark, marchand de curiosités \$500;

3o-Dommages subis par suite de picnics, etc., dans cette partie du terrain d'exposition comprise dans le parc, \$12,525.

Total.....\$15,125.

Les documents suivants, qui ont été produits par M. McClanagan, donnent plus de détails concernant ces réclamations

"Au président et aux membres du comité du parc Mont-Royal.

"Messieurs,

Comme la cité de Montréal me l'avait demandé par l'entremise de sonz avocat, j'ai cessé de vendre de la bière weiss pour donner à la cité le temps de s'aboucher avec le gouvernement et de faire des arrangements à ce sujet, et j'ai

tenu compte de tous les dommages que j'ai subis de ce chef.

"Je me suis rendu à cette demande aux conditions ci-dessus mentionnées.

"Cet état de choses s'est continué pendant huit mois et demi. Mes pertes se sont élevées pendant cette période de temps à \$2,100.

"J'ai transmis au Greffier de la cité un compte pour les dommages que j'ai éprouvés pendant les premiers mois, et le comité des Finances m'a alloué \$300 sur mon loyer, ce qui laisse une balance de \$1800.

"En déduisant tout le loyer dû jusqu'à cette date du dit montant, il reste encore en ma faveur une balance de \$1,000.

"Comme la cité de Montréal a loué une partie du parc Mont-Royal à M. Clark pour la vente de livres de vues, coutellerie et autres articles, le montant payé par M. Clark pour le dit privilège, en vertu d'une résolution du comité des Parcs, aurait dû être mis à mon crédit comme loyer payé; cela n'a pas été fait.

"J'espère que votre comité trouvera le moyen de régler toutes ces réclamations à l'amiable, comme je l'ai déjà proposé.

"Je demeure,
"Votre obéissant serviteur,
"J. McClanagan."

"Montréal, 15 octobre 1894.

"Au président et aux membres du comité du Parc
Mont-Royal.

"Messieurs,

"Bien que la cité de Montréal se soit engagée m'ait garanti, par acte notarié, le privilège exclusif de vendre des rafraîchissements, des boissons de tempérance, de la bière Weiss ou tous autres articles dans le parc Mont-Royal et en tout endroit compris dans les limites du dit Parc ainsi que sur les chemins et avenues y conduisant, -- la dite cité, en violation du dit privilège exclusif, a permis au comité de l'Exposition, à l'Association Agricole d'Hochelaga et aux organisateurs de nombreux picnics de vendre des rafraîchissements, des boissons de tempérance, de la bière et d'autres articles dans cette partie du parc Mont-Royal borné par l'avenue Mont-Royal, l'avenue du Parc et le quartier St. Jean Baptiste.

"Les sommes payées dans le cours des années suivantes à l'Association Agricole d'Hochelaga, au comité d'Exposition et aux organisateurs de picnics se répartissent comme suit:-

"1890-Association Agricole d'Hochelaga				\$ 2,400
et nombreux picnics				
"1891-Comité d'Exposition et nombreux picnics				3,200
"1892-	do	do	do	3,000
"1893-	do	do	do	2,800
"1894-				

"1894-Picnics des Bouchers, des Calédoniens, du Travail et de la Police	1,125
Total.....	\$12,525

"La dite cité de Montréal a été dûment mise en demeure de me protéger dans mes droits, mais elle ne l'a pas fait; et tous les argents recus pour les dits privilèges et tous les profits retirés de ce chef m'appartiennent de droit.

"Je demande donc à la cité de Montréal de m'indemnifier

"Comme je désire que l'on en arrive à un règlement à l'amiable, je me permettrai de vous faire la proposition suivante:-

"Que la cité m'accorde un nouveau bail pour une période de temps suffisante pour couvrir les dommages sur une base de loyer; que la dite cité me rembourse ce que j'ai dû payer pour avoir l'opinion d'un avocat sur la question ainsi que le coût des protêts que j'ai fait signifier à la corporation

"Espérant que vous voudrez bien accepter cette proposition,

"Je demeure, messieurs,
"Votre obéissant serviteur,
"J. McClanagan."

Les avocats de la cité ont reçu instructions de donner leur opinion sur la réclamation de M. McClanagan, et voici des copies des documents qu'ils ont soumis au conseil à ce sujet

"Montréal, 27 août 1889.

A l'échevin Farrell,
"Commissaire, Parc Mont-Royal,

"re Plainte de M. McClanagan.

"Cher monsieur,

"M. McClanagan, qui tient un restaurant sur la montagne, a, en vertu ~~de~~ d'un acte notarié, le privilège exclusif de vendre des rafraîchissements, cigares et boissons de tempérance dans les limites du parc Mont-Royal. "Il se plaint qu'une étendue assez considérable du dit parc, qui servait autrefois de terrain d'Exposition, est très souvent louée pour des picnics ou des amusements publics, et que dans ces occasions il se vend des liqueurs, des cigares, des rafraîchissements et des breuvages de toutes espèces sans son consentement et sans qu'il puisse partager dans les profits; ce qui constitue, prétend-il une violation de son privilège.

"D'après les renseignements que m'a fournis le Greffier de la cité, j'ai constaté que, en vertu d'un rapport des Commissaires du Parc Mont-Royal, adopté le 23 mai 1881, l'usage d'une partie du parc Mont-Royal pour des fins d'exposition - disons 570 pieds sur l'avenue Mont-Royal sur environ 1,000 pieds sur la rue Bleury -, avait été accordé gratuitement au comité permanent d'Exposition pour une période de cinq ans; que ce permis ou bail est expiré depuis longtemps et n'a

n'a jamais été renouvelé, d'après ce que m'a dit le sous-Greffier, Si tel est le cas, je considère que le privilège de M. McClanagan s'étend aussi à cette partie du dit parc, vu que son bail a été signé pendant l'année courante, et par conséquent, il ne devrait pas être vendu là de rafraîchissements, de breuvages de tempérance ni d'autres articles sans son consentement ou sa permission.

"J'ajouterai qu'un picnic du Travail est annoncé pour le 2 septembre prochain, et des milliers de personnes y assisteront probablement; -in n'y a pas de doute qu'on y vendra des rafraîchissements en violation des droits de M. McClanagan.

"J'ai l'honneur d'être,

"Votre obéissant serviteur,

"L. J. Ethier,
Avocat de la cité .

"Montréal, 21 mai 1890.

"A messieurs les Commissaires du Parc Mont-Royal.
re Privilège du restaurateur McClanagan.

"Messieurs,

"On demande mon opinion sur la question de savoir si votre comité peut accorder à M. Clark la permission de vendre, dans les limites du parc Mont-Royal, certains articles ou effets de commerce, -tels que des photographies, lunettes d'opéra et autres espèces d'articles de fantaisie, -et j'ai maintenant l'honneur de faire rapport qu'en vertu d'un contrat passé le 12 avril 1889, M. McClanagan a obtenu le privilège exclusif de vendre dans les limites du dit parc des rafraîchissements ou autres articles, ainsi que le comporte la section 8 du dit contrat, qui se lit comme suit; -

"Les présentes obligations ont été ainsi contractées par le dit McClanagan en considération du privilège exclusif qui lui est par les présentes conféré par la dite cité de vendre des rafraîchissements ou autres articles dans le dit restaurant, les dits bâtiments ou en tout autre endroit dans les limites du parc Mont-Royal.

"Je suis donc d'opinion que la requête de M. Clark ne peut être accordée sans violer le privilège de M. McClanagan.

"J'ai l'honneur d'être, messieurs,

"Votre obéissant serviteur,

"Rouer Roy,

"Avocat de la cité."

"Département en Loi. Montréal, 5 janvier 1893.

A messieurs les Commissaires du Parc Mont-Royal.

re Réclamations de M. John McClanagan.

"Messieurs,

"M. John McClanagan, restaurateur du parc Mont-Royal, a produit devant vous, en différents temps, deux réclamations en dommages pour les causes suivantes:-

1o-Pertes et dépenses résultant de la privation de la vente de weiss-beer dans les limites du dit parc, le dimanche
 2o-Comme ces dommages sont continus et s'acquièrent de semaine en semaine, le montant n'en est pas finalement déterminé

"2o-Pour perte de profits dans la vente de rafraîchissements, cigares, etc., autorisée par la ville et le gouvernement sur cette partie du terrain de l'Exposition comprise dans les limites du dit parc, telles qu'établies par le plan officiel; \$3,500.

"Cette dernière réclamation est pendante devant la cour Supérieure.

"Agissant conformément à une résolution spéciale de votre commission, j'ai l'honneur de vous soumettre le rapport suivant:-

"1o-Quant aux dommages résultant de la privation de la vente de Weiss Beer, le dimanche, d'après l'interprétation du contrat intervenu entre le Réclamant et la cité, je constate qu'il y a eu erreur commune; la ville ignorait que la weiss beer fût une liqueur énivrante dont la vente serait prohibée par les lois provinciales, et le restaurateur McClanagan (de même que le restaurateur Dépatie sur le parc de l'Île) l'ignorait aussi; jamais elle n'avait été considérée comme telle, - le gouvernement même semble avoir été sous cette impression d'abord, car il en a toléré la vente, le dimanche, dans les limites des parcs Mont-Royal et de l'île Ste. Hélène pendant plusieurs années. Ce n'est qu'après la décision du juge Dugas à l'effet que la weiss-beer était une liqueur enivrante que la vente en a été reconnue illégale.

"Puisqu'il n'y a pas de faute ou négligence de la part d'aucune des parties contractantes, il n'y a pas lieu à des dommages, mais il y a certainement lieu à la diminution du prix ou considération que le Réclamant est tenu de payer à la cité pour le privilège exclusif de vendre des rafraîchissements au nombre desquels se trouve la weiss beer, qui paraît être la plus grande source de revenu du Plaignant.

"C'est pourquoi, quant à la première réclamation, j'avise respectueusement votre commission de tenter un règlement à l'amiable avec M. McClanagan, basé sur la diminution du prix de son contrat.

"2)-Cette deuxième réclamation, quant aux profits perdus sur la vente de cigares, liqueurs, etc., que certaines associations ont pu faire sur le terrain de l'Exposition, a été souvent discutée devant ~~les~~ votre commission, mais sans succès pour le Réclamant, au point qu'il a dû tenter

une action devant la cour Supérieure au montant de \$3,500, qui est encore pendante.

"Comme les tribunaux sont saisis de cette affaire, qui est assez compliquée, je suggérerais à votre commission de laisser la loi suivre son cours, c'est à dire de contester la dite action et d'obtenir jugement sur la matière.

J'ai l'honneur d'être, messieurs,
Votre dévoué serviteur,

"L.J. Ethier,
"Avocat conjoint de la ville.

(Je consours)
"Rouer Roy,
"Avocat de la cité."

////////////////////

Après des pourparlers entre M. McClanagan et le comité, qui se sont continués pendant une période de trois ou quatre ans, le comité des Finances à qui avait été référée la réclamation de M. McClanagan, lui accorda, le 7 avril 1893, une somme de \$300, basée sur une réduction de loyer, parcequ'il avait été privé du droit de vendre de la bière Weiss, le dimanche, mais le rapport à cet effet ne fut jamais présenté au conseil.

Subséquentment, il y a une couple de mois, l'avocat de la cité recut instructions de poursuivre M. McClanagan pour \$700 --montant dû par lui pour loyer jusqu'au 1er mai dernier, et l'action est encore pendante en cour.

Nous ajouterons que le montant dû pour loyer par M. McClanagan jusqu'au 1er août dernier était de \$1,000, et que d'après les livres du comptable de la cité, le montant payé par M. Clark à la cité pour le privilège de vendre des buisseries sur le parc s'élève à \$500 pour les 7 dernières années.

Nous ajouterons aussi que lorsque le comité des Finances a offert de régler la réclamation de M. McClanagan pour \$300, il avait alors été privé du droit de vendre de la bière lager le dimanche, à partir de la fin de septembre jusqu'au milieu d'octobre, et que l'ex acte période pendant laquelle il a été privé du droit de vendre de la bière lager, le dimanche, s'étend du 24 septembre 1892 au 15 mai 1893.

Le tout respectueusement soumis.

(sig)

Reui Rausch
Atty.

P. J. Coyne
Atty. for petty & city cos.
McClannahan

City Hall,

Montreal,

16 Nov

1884

W J Flanagan

To the City of Montreal, Dr.

to rent due to 1 May 1893	375
insurance paid on bus etc	45
" rent from May '93 to May '94	500
" rent from May '94 to " '95	500
	<u>1420</u> ⁰⁰

Montreal 16 November 1894

W J Flanagan

City Treasurer

TO THE CHAIRMAN AND MEMBERS

of the Park Committee:-

Gentlemen:-

As requested by the City of Montreal, through its City Attorney to stop selling Weiss Beer until the City had time to interview the Government and make arrangements regarding the matter and to keep track of all damages on account of loss of said sales.

I complied with such Request on the before mentioned condition, this state of things continued for eight and a half months, my loss of business in that time on said accounts has amounted to twenty one hundred dollars \$2100.00 a bill for the first months damages has been sent to the City Clerk and the Finance Committee has allowed three hundred dollars in rent on said bill leaving a balance due of \$1.800.00, taking all rent due up to date from said amounts a balance still remains due to me in said matter of one thousand dollars \$1.000.00.

As the City of Montreal has leased a portion of Mount Royal Park to Mr. Clark for the sale of views, Books, Cuttlery and other articles, the amount paid by Mr. Clark for said privileges has by a resolution of the Park Committee ~~be~~ been ordered to be returned ~~to~~ or place to my credit as rent paid, this has not been done.

I hope your Committee will see its way to settle all these matters as I have already proposed in an amicable

amicable manner, In which I will be hartly with you .

Allow me to remain Gentlemen-

Most respectfully yours.

J. M. Clauaghon

Oct 15th 1894

M. J. McLaughlin
re City stopping
him to sell Weiss
Beer.

15 Oct 1894

1894 OCT 15

1894 OCT 15

1894 OCT 15

Montreal, 15th October 1894.

To the Chairman and Members
of Mount-Royal Park Committee.

Gentlemen,

Although the City of Montreal, by notarial deed, guarantees me the exclusive right and privilege of selling refreshments, temperance drinks, weiss-beer or any other article on Mount-Royal Park, or in any place within the limits of said park, or roads and avenues leading thereto, - the said City, in violation of said exclusive right, has allowed the following parties, to wit the Exhibition Committee, the Hochelaga Agricultural Association and numerous pic-nics, to come into the premises and sell refreshments, temperance drinks, beer and other articles, on a portion of Mount-Royal Park bounded by Mount-Royal avenue, Park avenue and StJean-Baptiste ward, and used for pic-nic, horse racing and other purposes.

The amounts paid to the aforementioned parties during the following years are as follows:

1890. - Hochelaga Agricultural Association and numerous pic-nics,				\$ 2,400.
1891. - Exhibition Committee and numerous pic-nics,				3,200.
1892. - do do do				3,000.
1893. - do do do				2,800.
1894. - Butchrs', Saledonian, Labor and Po- lice pic-nics,				<u>1,125.</u>
			Total,	\$12,525.

The

The said City of Montreal has been duly notified and legally protested and called upon to protect me in my rights, but has failed to do so; and all moneys received for said privileges, as well as all profits arising from said sales, rightfully belong to me.

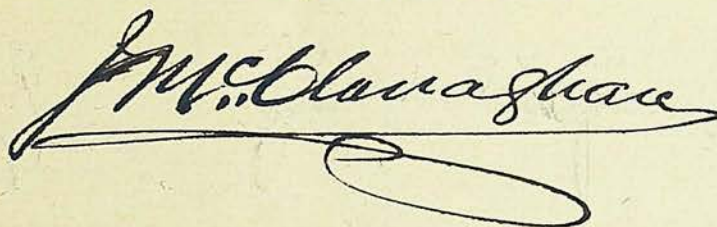
I therefore call upon the said City of Montreal to indemnify me for all and every such amounts.

As I am desirous of an amicable settlement, I beg to make the following proposition, namely:

That the City grant me a new lease for a sufficient length of time to cover the damages on a rent basis; -that said City pay the amount it has cost me for legal advice or action in this matter, as well as all notarial protests served in the case.

Hoping this will meet your approval, I have the honor to remain, Gentlemen,

Respectfully Yours,

A handwritten signature in cursive script, reading "J. M. Clavaghane". The signature is written in dark ink and features a long, sweeping underline that extends to the right and then loops back under the name.

508

W. W. Clamagrain
Claim #14. 526

15 October 1894.

re Mount Royal
Park

J. Mc Clanahan

opinion of the
Collecting party

July 1894

Re

John M^cClauaghau
Mount Royal Park.

By Notarial agreement passed before
Marin Notary 12 April 1889 John
McClauaghau holds amongst other things
the exclusive privilege of selling refreshments
cigars & within the limits of the Mount
Royal Park.

This it appears includes that portion
of the Exhibition Ground situated in Mount
Royal Park property, and being a portion
of the Exhibition Grounds.

An account of \$920⁰⁰ being for one
year and nine months of rent due by
him has been handed me for collection.

Mr. M^cClauaghau claims as an offset
against the said rental as follows:

1st That he has a much larger claim for
damages to the City because he was
prevented from selling Lager beer during
some eight months whereas by his lease
he was bound to keep the said Lager beer
for sale.

It appears that the Finance Committee
taking this into consideration allowed
the tenant a reduction of rental of three
hundred dollars - see - resolution of
Finance Committee for damages suffered
up to date thereof, but the tenant claims
damages for the seven subsequent months
in proportion.

2nd Mr. M^cClauaghau claims that he suffered
still further damages from the fact that
the portion of the Exhibition Ground included
in

in his lease having been let to others,
for the sale of refreshments, cigars &c.
contrary to his exclusive rights as by
his lease.

The whole of this matter of damages
is subject to enquiry.

I cannot possibly myself undertake
to estimate the amount.

All amicable arrangement
would be preferable in the in-
terest of the parties.

If not arrangement is come
to I will merely be obliged to
take out suit for the amount
of rent due and allow the
tenant Mr. McLanahan to
prove his damages.

In any case as the claim
is placed in my hands for
collection I must proceed
if no settlement is arrived
at within a very short time.

Montreal July 1894
J. F. C. C. C.
Att. arrears deft.

Au président et

aux membres du comité du Parc Mont-Royal.

Messieurs,

Conformément à votre demande, nous avons l'honneur de vous soumettre un rapport détaillé au sujet des réclamations de M. McClanagan, restaurateur du parc Mont-Royal, ainsi que la contre-réclamation de la cité contre le dit M. McClanagan et les opinions des avocats de la cité s'y rapportant.

Il y a environ 14 ans, M. McClanagan, succédant à M. Livermore, obtint les privilèges du restaurant dans le parc.

Cinq ans plus tard, il s'engagea à construire le restaurant actuel, en considération de quoi on lui concéda gratuitement les privilèges des rafraîchissements pour une période de 5 ans.

A l'expiration de cette période, de 5 ans, fut conclu entre M. McClanagan et la cité un contrat par lequel le dit M. McClanagan s'obligea à payer à la dite cité la somme de \$500 par année pour le privilège de vendre des rafraîchissements et d'autres articles dans le parc.

Ce contrat expirera le 1er mai prochain.

M. McClanagan, se basant sur le contrat tel qu'il existe, prétend qu'il a le droit exclusif de vendre des rafraîchissements et tous autres articles dans les limites comprises du parc Mont-Royal, et les réclamations qu'il a produites contre la cité sont au nombre de trois et comme suit:-

1o-Perte de profits du fait qu'il a été privé du droit de vendre de la bière Lager, \$2,100;

2o-Montant payé à la cité par M. Clark, marchand de curiosités \$500;

3o-Dommages subis par suite de picnics, etc., dans cette partie du terrain d'exposition comprise dans le parc, \$12,525.

Total.....\$15,125.

Les documents suivants, qui ont été produits par M. McClanagan, donnent plus de détails concernant ces réclamations

"Au président et aux membres du comité du parc Mont-Royal.

"Messieurs,

Comme la cité de Montréal ne l'avait demandé par l'entremise de sonz avocat, j'ai cessé de vendre de la bière weiss pour donner à la cité le temps de s'aboucher avec le gouvernement et de faire des arrangements à ce su-

tenu compte de tous les dommages que j'ai subis de ce chef.

"Je ne suis venu à cette demande aux conditions ci-dessus mentionnées.

"Cet état de choses s'est continué pendant huit mois et demi. Mes pertes se sont élevées pendant cette période de temps à \$2,100.

"J'ai transmis au Greffier de la cité un compte pour les dommages que j'ai éprouvés pendant les premiers mois, et le comité des Finances m'a alloué \$300 sur mon loyer, ce qui laisse une balance de \$1800.

"En déduisant tout le loyer dû jusqu'à cette date du dit montant, il reste encore en ma faveur une balance de \$1,000.

"Comme la cité de Montréal a loué une partie du parc Mont-Royal à M. Clark pour la vente de livres de vues, coutellerie et autres articles, le montant payé par M. Clark pour le dit privilège, en vertu d'une résolution du comité des Parcs, aurait dû être mis à mon crédit comme loyer payé; cela n'a pas été fait.

"J'espère que votre comité trouvera le moyen de régler toutes ces réclamations à l'amiable, comme je l'ai déjà proposé.

"Je demeure,
"Votre obéissant serviteur,
"J. McClanagan."

"Montréal, 15 octobre 1894.

"Au président et aux membres du comité du Parc
Mont-Royal.

"Messieurs,

"Bien que la cité de Montréal se soit engagée m'ait garanti, par acte notarié, le privilège exclusif de vendre des rafraîchissements, des boissons de tempérance, de la bière Weiss ou tous autres articles dans le parc Mont-Royal et en tout endroit compris dans les limites du dit Parc ainsi que sur les chemins et avenues y conduisant, -- la dite cité, en violation du dit privilège exclusif, a permis au comité de l'Exposition, à l'Association Agricole d'Hochelaga et aux organisateurs de nombreux picnics de vendre des rafraîchissements, des boissons de tempérance, de la bière et d'autres articles dans cette partie du parc Mont-Royal borné par l'avenue Mont-Royal, l'avenue du Parc et le quartier St. Jean Baptiste.

"Les sommes payées dans le cours des années suivantes à l'Association Agricole d'Hochelaga, au comité d'Exposition et aux organisateurs de picnics se répartissent comme suit:-

"1890-Association Agricole d'Hochelaga et nombreux picnics				\$ 2,400
"1891-Comité d'Exposition et nombreux picnics				3,200
"1892-	do	do	do	3,000
"1893-	do	do	do	2,800
"1894-				

"1894-Picnics des Bouchers, des Calédoniens, du Travail et de la Police	1,125
Total.....	\$12,525

"La dite cité de Montréal a été dûment mise en demeure de me protéger dans mes droits, mais elle ne l'a pas fait; et tous les argents recus pour les dits privilèges et tous les profits retirés de ce chef m'appartiennent de droit.

"Je demande donc à la cité de Montréal de m'indemnifier

"Comme je désire que l'on en arrive à un règlement à l'amiable, je ne permettrai de vous faire la proposition suivante:-

"Que la cité m'accorde un nouveau bail pour une période de temps suffisante pour couvrir les dommages sur une base de loyer; que la dite cité me rembourse ce que j'ai dû payer pour avoir l'opinion d'un avocat sur la question ainsi que le coût des protêts que j'ai fait signifier à la corporation

"Espérant que vous voudrez bien accepter cette proposition,

"Je demeure, messieurs,
"Votre obéissant serviteur,
"J. McClanagan."

Les avocats de la cité ont reçu instructions de donner leur opinion sur la réclamation de M. McClanagan, et voici des copies des documents qu'ils ont soumis au conseil à ce sujet

"Montréal, 27 août 1889.

A l'échevin Farrell,
"Commissaire, Parc Mont-Royal,

"re Plainte de M. McClanagan.

"Cher monsieur,

"M. McClanagan, qui tient un restaurant sur la montagne, a, en vertu d'un acte notarié, le privilège exclusif de vendre des rafraîchissements, cigares et boissons de tempérance dans les limites du parc Mont-Royal. "Il se plaint qu'une étendue assez considérable du dit parc, qui servait autrefois de terrain d'Exposition, est très souvent louée pour des picnics ou des amusements publics, et que dans ces occasions il se vend des liqueurs, des cigares, des rafraîchissements et des breuvages de toutes espèces sans son consentement et sans qu'il puisse partager dans les profits; ce qui constitue, prétend-il une violation de son privilège.

"D'après les renseignements que m'a fournis le Greffier de la cité, j'ai constaté que, en vertu d'un rapport des Commissaires du Parc Mont-Royal, adopté le 25 mai 1881, l'usage d'une partie du parc Mont-Royal pour des fins d'exposition - disons 570 pieds sur l'avenue Mont-Royal sur environ 1,000 pieds sur la rue Bleury -, avait été accordé gratuitement au comité permanent d'Exposition pour une période de cinq ans; que ce permis ou bail est expiré depuis longtemps et n'a

n'a jamais été renouvelé, d'après ce que m'a dit le sous-Greffier. Si tel est le cas, je considère que le privilège de M. McClanagan s'étend aussi à cette partie du dit parc, vu que son bail a été signé pendant l'année courante, et par conséquent, il ne devrait pas être vendu là de rafraichissements, de breuvages de tempérance ni d'autres articles sans son consentement ou sa permission.

"J'ajouterai qu'un picnic du Travail est annoncé pour le 2 septembre prochain, et des milliers de personnes y assisteront probablement; -in n'y a pas de doute qu'on y vendra des rafraichissements en violation des droits de M. McClanagan.

"J'ai l'honneur d'être,

"Votre obéissant serviteur,

"L. J. Ethier,
Avocat de la cité .

"Montréal, 21 mai 1890.

"A messieurs les Commissaires du Parc Mont-Royal.

re Privilège du restaurateur McClanagan.

"Messieurs,

"On demande mon opinion sur la question de savoir si votre comité peut accorder à M. Clark la permission de vendre, dans les limites du parc Mont-Royal, certains articles ou effets de commerce, -tels que des photographies, lunettes d'opéra et autres espèces d'articles de fantaisie, -et j'ai maintenant l'honneur de faire rapport qu'en vertu d'un contrat passé le 12 avril 1889, M. McClanagan a obtenu le privilège exclusif de vendre dans les limites du dit parc des rafraichissements ou autres articles, ainsi que le comporte la section 8 du dit contrat, qui se lit comme suit; -

"Les présentes obligations ont été ainsi contractées par le dit McClanagan en considération du privilège exclusif qui lui est par les présentes conféré par la dite cité de vendre des rafraichissements ou autres articles dans le dit restaurant, les dits bâtiments ou en tout autre endroit dans les limites du parc Mont-Royal.

"Je suis donc d'opinion que la requête de M. Clark ne peut être accordée sans violer le privilège de M. McClanagan.

"J'ai l'honneur d'être, messieurs,

"Votre obéissant serviteur,

"Rouer Roy,

"Avocat de la cité."

Département en Loi. Montréal, 5 janvier 1893.

A Messieurs les Commissaires du Parc Mont-Royal.

re Réclamations de M. John McClanagan.

Messieurs,

M. John McClanagan, restaurateur du parc Mont-Royal, a produit devant vous, en différents temps, deux réclamations en dommages pour les causes suivantes:-

1o-Pertes et dépenses résultant de la privation de la vente de weiss-beer dans les limites du dit parc, le dimanche
 Comme ces dommages sont continus et s'acquièrent de semaine en semaine, le montant n'en est pas finalement déterminé

2o-Pour perte de profits dans la vente de rafraichissements, cigares, etc., autorisée par la ville et le gouvernement sur cette partie du terrain de l'Exposition comprise dans les limites du dit parc, telles qu'établies par le plan officiel; \$3,500.

Cette dernière réclamation est pendante devant la cour Supérieure.

Agissant conformément à une résolution spéciale de votre commission, j'ai l'honneur de vous soumettre le rapport suivant:-

1o-Quant aux dommages résultant de la privation de la vente de Weiss Beer, le dimanche, d'après l'interprétation du contrat intervenu entre le Réclamant et la cité, je constate qu'il y a eu erreur commune; la ville ignorait que la weiss beer fût une liqueur énivrante dont la vente serait prohibée par les lois provinciales, et le restaurateur McClanagan (de même que le restaurateur Dépatie sur le parc de l'île) l'ignorait aussi; jamais elle n'avait été considérée comme telle, - le gouvernement même semble avoir été sous cette impression d'abord, car il en a toléré la vente, le dimanche, dans les limites des parcs Mont-Royal et de l'île Ste. Hélène pendant plusieurs années. Ce n'est qu'après la décision du juge Dugas à l'effet que la weiss-beer était une liqueur enivrante que la vente en a été reconnue illégale.

Puisqu'il n'y a pas de faute ou négligence de la part d'aucune des parties contractantes, il n'y a pas lieu à des dommages, mais il y a certainement lieu à la diminution du prix ou considération que le Réclamant est tenu de payer à la cité pour le privilège exclusif de vendre des rafraichissements au nombre desquels se trouve la weiss beer, qui paraît être la plus grande source de revenu du Plaignant.

C'est pourquoi, quant à la première réclamation, j'avise respectueusement votre commission de tenter un règlement à l'amiable avec M. McClanagan, basé sur la diminution du prix de son contrat.

2)-Cette deuxième réclamation, quant aux profits perdus sur la vente de cigares, liqueurs, etc., que certaines associations ont pu faire sur le terrain de l'Exposition, a été souvent discutée devant ~~les xxxxxxxx~~ votre commission, mais sans succès pour le Réclamant, au point qu'il a dû intenter

une action devant la cour Supérieure au montant de \$3,500, qui est encore pendante.

"Comme les tribunaux sont saisis de cette affaire, qui est assez compliquée, je suggérerais à votre commission de laisser la loi suivre son cours, c'est à dire de contester la dite action et d'obtenir jugement sur la matière.

J'ai l'honneur d'être, messieurs,
Votre dévoué serviteur,

"L.J. Ethier,
"Avocat conjoint de la ville.

(Je consours)

"Roger Roy,

"Avocat de la cité."

////////////////////

Après des pourparlers entre M. McClanagan et le comité, qui se sont continués pendant une période de trois ou quatre ans, le comité des Finances à qui avait été référée la réclamation de M. McClanagan, lui accorda, le 7 avril 1893, une somme de \$300, basée sur une réduction de loyer, parcequ'il avait été privé du droit de vendre de la bière Weiss, le dimanche, mais le rapport à cet effet ne fut jamais présenté au conseil.

Subséquentement, il y a une couple de mois, l'avocat de la cité recut instructions de poursuivre M. McClanagan pour \$700 --montant dû par lui pour loyer jusqu'au 1er mai dernier, et l'action est encore pendante en cour.

Nous ajouterons que le montant dû pour loyer par M. McClanagan jusqu'au 1er août dernier était de \$1,000, et que d'après les livres du comptable de la cité, le montant payé par M. Clark à la cité pour le privilège de vendre des bières sur le parc s'élève à \$500 pour les 7 dernières années.

Nous ajouterons aussi que lorsque le comité des Finances a offert de régler la réclamation de M. McClanagan pour \$300, il avait alors été privé du droit de vendre de la bière lager le dimanche, à partir de la fin de septembre jusqu'au milieu d'octobre, et que l'ex acte période pendant laquelle il a été privé du droit de vendre de la bière lager, le dimanche, s'étend du 24 septembre 1892 au 15 mai 1893.

Le tout respectueusement soumis.

Che Robert

Au président et

aux membres du comité du Parc Mont-Royal.

Messieurs,

Conformément à votre demande, nous avons l'honneur de vous soumettre un rapport détaillé au sujet des réclamations de M. McClanagan, restaurateur du parc Mont-Royal, ainsi que la contre-réclamation de la cité contre le dit M. McClanagan et les opinions des avocats de la cité s'y rapportant.

Il y a environ 14 ans, M. McClanagan, succédant à M. Livermore, obtint les privilèges du restaurant dans le parc.

Cinq ans plus tard, il s'engagea à construire le restaurant actuel, en considération de quoi on lui concéda gratuitement les privilèges des rafraichissements pour une période de 5 ans.

A l'expiration de cette période, de 5 ans, fut conclu entre M. McClanagan et la cité un contrat par lequel le dit M. McClanagan s'obligea à payer à la dite cité la somme de \$500 par année pour le privilège de vendre des rafraichissements et d'autres articles dans le parc.

Ce contrat expirera le 1er mai prochain.

M. McClanagan, se basant sur le contrat tel qu'il existe, prétend qu'il a le droit exclusif de vendre des rafraichissements et tous autres articles dans les limites comprises du parc Mont-Royal, et les réclamations qu'il a produites contre la cité sont au nombre de trois et comme suit:-

1o-Perte de profits du fait qu'il a été privé du droit de vendre de la bière Lager, \$2,100;

2o-montant payé à la cité par M. Clark, marchand de curiosités \$500;

3o-Honnages subis par suite de picnics, etc., dans cette partie du ~~parc~~ terrain d'exposition comprise dans le parc, \$12,425.

Total.....\$15,125.

Les documents suivants, qui ont été produits par M. McClanagan, contenant plus de détails concernant ces réclamations

"Au président et aux membres du comité du parc Mont-Royal.

"Messieurs,

Comme la cité de Montréal ne l'avait demandé par l'entremise de son avocat, j'ai cessé de vendre de la bière weiss pour donner à la cité le temps de s'aboucher avec le gouvernement et de faire des arrangements à ce sujet. et d'ad

tenu compte de tous les dommages que j'ai subis de ce chef.

"Je me suis rendu à cette demande aux conditions ci-dessus mentionnées.

"Cet état de choses s'est continué pendant huit mois et demi. Mes pertes se sont élevées pendant cette période de temps à \$2,100.

"J'ai transmis au Greffier de la cité un compte pour les dommages que j'ai éprouvés pendant les premiers mois, et le comité des Finances m'a alloué \$300 sur mon loyer, ce qui laisse une balance de \$1800.

"En déduisant tout le loyer dû jusqu'à cette date du dit montant, il reste encore en ma faveur une balance de \$1,000.

"Comme la cité de Montréal a loué une partie du parc Mont-Royal à M. Clark pour la vente de livres de vues, coutellerie et autres articles, le montant payé par M. Clark pour le dit privilège, en vertu d'une résolution du comité des Parcs, aurait dû être mis à mon crédit comme loyer payé; cela n'a pas été fait.

"J'espère que votre comité trouvera le moyen de régler toutes ces réclamations à l'amiable, comme je l'ai déjà proposé.

"Je demeure,
 "Votre obéissant serviteur,
 "J. McClanagan."

"Montréal, 15 octobre 1894.

"Au président et aux membres du comité du Parc
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"Messieurs,

"Bien que la cité de Montréal se soit engagée m'ait garanti, par acte notarié, le privilège exclusif de vendre des rafraîchissements, des boissons de tempérance, de la bière Weiss ou tous autres articles dans le parc Mont-Royal et en tout endroit compris dans les limites du dit Parc ainsi que sur les chemins et avenues y conduisant, -- la dite cité, en violation du dit privilège exclusif, a permis au comité de l'Exposition, à l'Association Agricole d'Hochelaga et aux organisateurs de nombreux picnics de vendre des rafraîchissements, des boissons de tempérance, de la bière et d'autres articles dans cette partie du parc Mont-Royal borné par l'avenue Mont-Royal, l'avenue du Parc et le quartier St. Jean Baptiste.

"Les sommes payées dans le cours des années suivantes à l'Association Agricole d'Hochelaga, au comité d'Exposition et aux organisateurs de picnics se répartissent comme suit:-

"1890-Association Agricole d'Hochelaga et nombreux picnics				\$ 2,400
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"1894-Picnics des Bouchers, des Calédoniens, du Travail et de la Police	1,125
Total.....	\$12,525

"La dite cité de Montréal a été dûment mise en demeure de me protéger dans mes droits, mais elle ne l'a pas fait; et tous les argents recus pour les dits privilèges et tous les profits retirés de ce chef m'appartiennent de droit.

"Je demande donc à la cité de Montréal de m'indemnifier

"Comme je désire que l'on en arrive à un règlement à l'amiable, je me permettrai de vous faire la proposition suivante:-

"Que la cité m'accorde un nouveau bail pour une période de temps suffisante pour couvrir les dommages sur une base de loyer; que la dite cité me rembourse ce que j'ai dû payer pour avoir l'opinion d'un avocat sur la question ainsi que le coût des protêts que j'ai fait signifier à la corporation

"Espérant que vous voudrez bien accepter cette proposition,

"Je demeure, messieurs,

"Votre obéissant serviteur,

"J. McClanagan."

Les avocats de la cité ont reçu instructions de donner leur opinion sur la réclamation de M. McClanagan, et voici des copies des documents qu'ils ont soumis au conseil à ce sujet

"Montréal, 27 août 1889.

A l'échevin Farrell,

"Commissaire, Parc Mont-Royal,

"re Plainte de M. McClanagan.

"Cher monsieur,

"M. McClanagan, qui tient un restaurant sur la montagne, a, en vertu d'un acte notarié, le privilège exclusif de vendre des rafraîchissements, cigares et boissons de tempérance dans les limites du parc Mont-Royal. "Il se plaint qu'une étendue assez considérable du dit parc, qui servait autrefois de terrain d'Exposition, est très souvent louée pour des picnics ou des amusements publics, et que dans ces occasions il se vend des liqueurs, des cigares, des rafraîchissements et des breuvages de toutes espèces sans son consentement et sans qu'il puisse partager dans les profits; ce qui constitue, prétend-il une violation de son privilège.

"D'après les renseignements que m'a fournis le Greffier de la cité, j'ai constaté que, en vertu d'un rapport des Commissaires du Parc Mont-Royal, adopté le 25 mai 1881, l'usage d'une partie du parc Mont-Royal pour des fins d'exposition - disons 570 pieds sur l'avenue Mont-Royal sur environ 1,000 pieds sur la rue Bleury - avait été accordé gratuitement au comité permanent d'Exposition pour une période de cinq ans; que ce permis ou bail est expiré depuis lors.

que ce permis ou bail est expiré depuis longtemps et n'a n'a jamais été renouvelé, d'après ce que m'a dit le sous-Greffier, Si tel est le cas, je considère que le privilège de M. McClanagan s'étend aussi à cette partie du dit parc, vu que son bail a été signé pendant l'année courante, et par conséquent, il ne devrait pas être vendu là de rafraichissements, de breuvages de tempérance ni d'autres articles sans son consentement ou sa permission.

"J'ajouterai qu'un picnic du Travail est annoncé pour le 2 septembre prochain, et des milliers de personnes y assisteront probablement; -in n'y a pas de doute qu'on y vendra des rafraichissements en violation des droits de M. McClanagan.

"J'ai l'honneur d'être,

"Votre obéissant serviteur,

"L. J. Ethier,
Avocat de la cité .

"Montréal, 21 mai 1890.

"A Messieurs les Commissaires du Parc Mont-Royal.

re Privilège du restaurateur McClanagan.

"Messieurs,

"On demande mon opinion sur la question de savoir si votre comité peut accorder à M. Clark la permission de vendre, dans les limites du parc Mont-Royal, certains articles ou effets de commerce, -tels que des photographies, lunettes d'opéra et autres espèces d'articles de fantaisie, -et j'ai maintenant l'honneur de faire rapport qu'en vertu d'un contrat passé le 12 avril 1889, M. McClanagan a obtenu le privilège exclusif de vendre dans les limites du dit parc des rafraichissements ou autres articles, ainsi que le comporte la section 8 du dit contrat, qui se lit comme suit; -

"Les présentes obligations ont été ainsi contractées par le dit McClanagan en considération du privilège exclusif qui lui est par les présentes concédé par la dite cité de vendre des rafraichissements ou autres articles dans le dit restaurant, les dits bâtiments ou en tout autre endroit dans les limites du parc Mont-Royal.

"Je suis donc d'opinion que la requête de M. Clark ne peut être accordée sans violer le privilège de M. McClanagan.

"J'ai l'honneur d'être, messieurs,

"Votre obéissant serviteur,

"Rouer Roy,

"Avocat de la cité."

Département en Loi. Montréal, 5 janvier 1893.

A messieurs les Commissaires du Parc Mont-Royal.

re Réclamations de M. John McClanagan.

Messieurs,

M. John McClanagan, restaurateur du parc Mont-Royal, a produit devant vous, en différents temps, deux réclamations en dommages pour les causes suivantes:-

1o-Pertes et dépenses résultant de la privation de la vente de weiss-beer dans les limites du dit parc, le dimanche
2o-Come ces dommages sont continus et s'acquièrent de semaine en semaine, le montant n'en est pas finalement déterminé

2o-Pour perte de profits dans la vente de rafraichissements, cigares, etc., autorisée par la ville et le gouvernement sur cette partie du terrain de l'Exposition comprise dans les limites du dit parc, telles qu'établies par le plan officiel; \$2,500.

Cette dernière réclamation est pendante devant la cour Supérieure.

Agissant conformément à une résolution spéciale de votre commission, j'ai l'honneur de vous soumettre le rapport suivant:-

1o-Quant aux dommages résultant de la privation de la vente de Weiss Beer, le dimanche, d'après l'interprétation du contrat intervenu entre le Réclamant et la cité, je constate qu'il y a eu erreur commune; la ville ignorait que la weiss beer fût une liqueur enivrante dont la vente serait prohibée par des lois provinciales, et le restaurateur McClanagan (de même que le restaurateur Dépatie sur le parc de l'île) l'ignorait aussi; jamais elle n'avait été considérée comme telle, - le gouvernement même semble avoir été sous cette impression d'abord, car il en a toléré la vente, le dimanche, dans les limites des parcs Mont-Royal et de l'île Ste. Hélène pendant plusieurs années. Ce n'est qu'après la décision du juge Dugas à l'effet que la weiss-beer était une liqueur enivrante que la vente en a été reconnue illégale.

Puisqu'il n'y a pas de faute ou négligence de la part d'aucune des parties contractantes, il n'y a pas lieu à des dommages, mais il y a certainement lieu à la diminution du prix ou considération que le Réclamant est tenu de payer à la cité pour le privilège exclusif de vendre des rafraichissements au nombre desquels se trouve la weiss beer, qui paraît être la plus grande source de revenu du Plaignant.

C'est pourquoi, quant à la première réclamation, j'avise respectueusement votre commission de tenter un règlement à l'amiable avec M. McClanagan, basé sur la diminution du prix de son contrat.

2)- Cette deuxième réclamation, quant aux profits perdus sur la vente de cigares, liqueurs, etc., que certaines associations ont pu faire sur le terrain de l'Exposition, a été souvent discutée devant les ~~tribunaux~~ votre commission, mais sans succès pour le Réclamant, au point qu'il a dû tenter

BUREAU DU GOUVERNEMENT,

PROVINCE DE QUÉBEC.

76 RUE ST. GABRIEL.

Montréal, 12th Sept 1892.

L. O. DAVID ESQ

CITY CLERK

MONTREAL.

Dear Sir;-

I have your letter of 12th instant with reference to the application made by the Mount Royal Park Commissioners with reference to the penalty recently imposed upon Mr John McClanagan.

This question, not only of Mr McClanagan, but of the others, for selling beer on Sundays, has already been before the Council three times and I do not feel like taking any responsibility of giving any suspension, but I have forwarded the letter to the Hon. Mr deBoucherville.

Yours truly



Provincial Treasurer.

DÉPARTEMENT DU SECRÉTAIRE DE LA PROVINCE,

No.2804/92.

QUEBEC, 21 Septembre, 1892.

L.O.David, écuyer,
Greffier de la Cité,
M o n t r é a l.

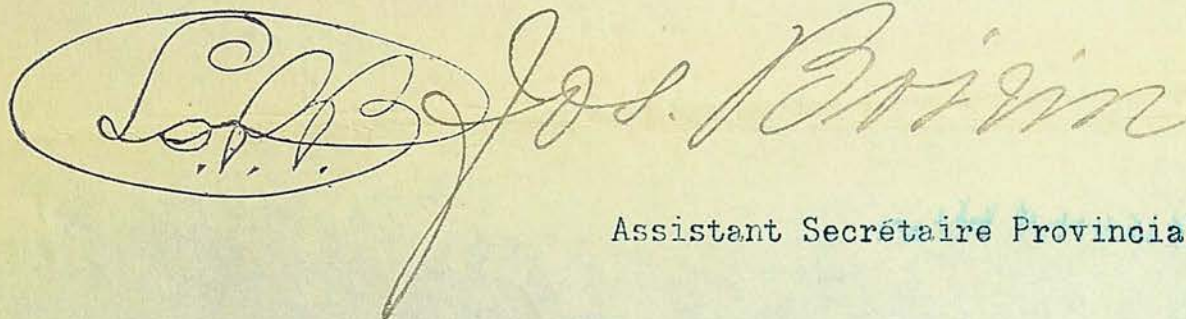
Monsieur,

Vous avez écrit à la date du 12 septembre, une lettre à l'honorable Trésorier Provincial, pour demander la suspension des procédures prises contre Mr.John McClannaghan, Cette demande a été référée au Premier Ministre et soumise au Conseil et je suis chargé de vous répondre que votre demande ne peut pas être accordée et que les procédures doivent suivre leur cours.

J'ai l'honneur d'être,

Monsieur,

Votre obéissant serviteur,

A handwritten signature in cursive script, reading "J. S. Boivin". The signature is written in dark ink and is enclosed within a large, hand-drawn oval. The signature is positioned above the typed name of the sender.

Assistant Secrétaire Provincial.

458.

re proceedings against
Callahan

12 September, 1892

19th March 1891

NOTIFICATION & PROTEST

at the request of

Mr John McClanaghan

to & vs

THE CITY OF MONTREAL.

1st COPY.

*against refreshments to be taken
to be sold on the premises to be
leased to the Montreal Exhibition
Co.*

Presented to Council 20 March 1891
Presente au Conseil 18

Referred to *Monsieur Royal*
Renvoye a

A. Fiset N.P.

ON THIS nineteenth _____ Day
of the month of March in the year one thousand eight
hundred and ninety-one.

AT THE REQUEST OF

Mr John McClanaghan, restaurant keeper,
residing in the city of Montreal, in the District of
Montreal, in the Province of Quebec,

I, Arthur Fiset, _____ the
undersigned notary public for the said Province of Que-
bec, residing in the said City of Montreal

Purposely went to the City-Hall, in the
East Ward of the said City of Montreal, being the place
of business of " The City of Montreal ", a body politic
and corporate, where being in the office of the Clerk
of the said city and speaking to an employee of the said
office, I declared and exposed to the said City of Mon -
treal as follows, to wit:

That by a certain deed of agreement passed
between The City of Montreal and the REQUERANT before
O. Marin, notary, on the twelfth day of April eighteen
hundred and eighty-nine, the former has granted to the
latter, for due consideration, the EXCLUSIVE PRIVILEGE,
for the term of five years to be computed from the first
day of May last, to keep a restaurant within the limits
of the Mount Royal Park, and to sell refreshments or
other articles in the said restaurant buildings or in
any other place within the limits of the said Mount Royal
Park;

That the

That the exclusive privilege so granted has often been infringed and violated by several parties who, pretending to have a licence from the Provincial Government or the Corporation of the City of Montreal or other authorities, have sold, within the limits of the said Mount Royal Park, refreshments and other articles, to the great loss and damage of the said REQUERANT.;

That the said REQUERANT has already protested, at different times, against the infringements of his said contract, but that no attention was ever paid to his said protestations.

That he particularly complained of such infringements to the Chief of Police of the said City of Montreal and to the Park Commissioners of the same - without more result than before.

That the REQUERANT is informed that certain societies or Exhibition companies intend to hold an exhibition shortly on the exhibition grounds, within the limits of the said Mount Royal Park, when and where the Requerant has reason to think that refreshments will be sold, as it has already been done, in violation of his rights and privileges, and to his great loss and damage, and in consequence, he desires to protest against the granting of any such license or permit infringing on his vested rights;

Wherefore, I, the said notary, at the request aforesaid and speaking as aforesaid, have requested The City of Montreal aforesaid to protect the rights
of the

of the said Requérant and to take the necessary steps to insure him the exclusive privilege of selling refreshments and other articles within the limits of the said Mount Royal Park during the term of his said contract, failing which the said Requérant will hold the said City responsible for all losses and damages resulting from said infringements as he doth hold it responsible for all damages already suffered and those to be suffered in the future for the causes and reasons above set forth.

And I, the said notary, at the request aforesaid have protested and I do more solemnly protest against the said city of Montreal for all damages accrued and to accrue, losses, interests and cost suffered and to be suffered in the premises.

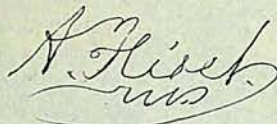
And for legal information, I, the said notary, have served upon the said City of Montreal an authentic copy hereof, speaking as aforesaid.

Thus done, notified and protested at the said City of Montreal on the day and year first above written under the number thirty-four

of the repertory of the said notary who has signed in testimony hereof.

" Signed " " A. Fiset "N.P. "

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

A handwritten signature in cursive script, appearing to read "A. Fiset" with a flourish underneath.

REPORT

FROM THE

Mount Royal Park Commission
 recommending the renewal
 of Mr McCleaghans' lease
 to keep a restaurant on the
 Mount Royal Park.

Presented 11 feby 1889

Adopted same day 1889

Entered vol. N. 5 page 18

and page /31/ of vol. 3 of Reports.

THE COMING EXHIBITION.

The City Takes Action To Help It Along—The Mountain Observatory.

The Park Commissioners held rather an interesting session yesterday afternoon: There were present Ald. Farrell, Wilson and Villeneuve, who presided. A deputation consisting of the Hon. Louis Tourville, Ald. Prefontaine, Mr. Geo. W. Sadler and Mr. S. C. Stevenson was introduced. They came for the purpose of securing a renewal of the lease now held by them from the city of that portion of the exhibition grounds situated on the southern side of Mount Royal avenue and which forms part of Mount Royal park.

Mr. Stevenson explained the matter at length. They had determined to hold an exhibition this year, but would have no time in which to secure other grounds than those they held at present. It was for this reason that they asked the city to extend the lease they now held of the lands owned by them. He claimed that an exhibition would be of the greatest benefit to the people of Montreal.

"Had you not better delay this matter until the city has granted the \$10,000 you asked for?" said the Mayor, who had come in.

Ald. Villeneuve explained that he thought that the city would grant the money.

"We won't have an exhibition if they don't," said Mr. Sadler.

"I'll give you my opinion," said the Mayor. "I think that the city should not only subscribe \$10,000, but \$50,000 if necessary. An exhibition would be of the greatest public benefit."

"How long do you want the lease to run?" enquired Ald. Wilson.

"Give us an option of one, two or five years," suggested Mr. Sadler.

"The option appears to be all on one side," remarked Ald. Wilson.

"It's impossible for us to rent the ground for one year and put the buildings in repair. It wouldn't pay us. It takes more than a company to run an exhibition. It requires the support of the people and manufacturers to make it a success."

Ald. Wilson then suggested that they should report to the council in favor of renting the ground to the company for a term of three or five years at the option of the city or the company, it being understood that in case the city required to open Esplanade avenue that the company should move back the fence. This was ultimately accepted.

There was some discussion over the claim put forward by Mr. McClanaghan, who is the lessee of the Park restaurant, to the sole right to sell refreshments on that part of the Exhibition grounds belonging to the city.

The deputation then withdrew. As they went Ald. Stephens, who had just arrived, began protesting against the city's renting a portion of a public park to a private company. "It's only a speculation," he said.

"Now, George, be a little generous," urged the Mayor amidst a general laugh.

The next business to come up was the plans for the observatory of McGill college to be built on the mountain top. It will be remembered that the council sent back the plans as they were considered too plain. Ald. Stephens was the principal objector at that time. He picked up the plan and opened it up. The building is certainly anything but beautiful. "I have the plans of all the big observatories in the world," he said, and—

"You must have observed," broke in the

Mayor.

"I have," said Ald. Stephens smiling at the Mayor's little joke. "The park is a place for the education of the public taste. You have already got one of the miserablest buildings in the world up there already, and you don't want to add this 'Egyptian tomb.'"

Finally, Ald. Wilson was appointed a sub-committee to confer with the college authorities to see if it was not possible to secure a more artistic design.

The Mayor then picked up the committee's estimates for the last year passed at the last meeting.

"Why don't you ask for a little more in order to give the people work?" he queried.

"They don't want to turn the park into a house of industry," said Ald. Stephens.

"Here you have six laborers," went on the Mayor; "only six. Why you should have at least a hundred."

"And only four carts!" put in Ald. Stephens. "We should have at least four hundred."

"I'll tell you what it is," put in Ald. Stephens, "we should have at least four hundred."

"I'll tell you what it is," said the Mayor. "it's a good thing that Nature does as much as she does for that park."

It was resolved to ask for \$5,000 to widen several roads. The committee then adjourned.

CITY HALL NOTES.

The civic officials who are concerned in the Bleury and Notre Dame streets notice posting trouble, for which somebody has got to pay \$646, all claim that they are not to blame. Most of it at present is thrown upon the bailiff. The Road department is also said to be somewhat to blame, but Mr. St. George says that when the investigation takes place they will be exonerated.

The city has received a letter claiming damages from Joseph Bourgelas, a butcher in the Bonsecours market, caused by the late fire.

The assessors held a meeting yesterday and elected Mr. Geo. Muir president. They will each work in their old wards this year, the change not coming into effect until 1892.

The Road department has a large number of men at work cleaning out the gullies.

Dr. Laberge wants a place fitted up where citizens can see the latest sanitary appliances. He also wants prizes awarded if an exhibition is held for sanitary appliances.

To the City of Montreal.

The Mount Royal Park Commissioners

Respectfully Report.

That John McLaughlan has applied (see application annexed) for a renewal of his lease to keep a restaurant on the Mount Royal Park, which will expire on the 1st day of May 1890;

Your Commissioners, after due consideration, have come to the conclusion that said lease should be renewed but on the following additional conditions, namely:

1. The new lease shall be for a term of five years;
2. The lessee shall pay a yearly rent of \$500;
3. All the buildings, now the property of the lessee, namely: three small restaurants, the stables, the coach house, the ice-house and the sheds, estimated @ \$1800., shall remain the property of the Corporation at the expiration of the new lease;
4. Any new improvements that may be made by the lessee and which he has undertaken to make hereafter shall also, at the end of the new lease, remain the property of the

To the Park Commissioners
of the
City of Montreal

Gentlemen,

I beg to call your attention to the following facts:

By Contract between the City of Montreal and the undersigned, bearing date the 10th October 1884 the City of Montreal guarantees to the undersigned the exclusive rights and privileges of selling refreshments and temperance drinks, including Malt or Weiss beer on top of Mount Royal Park and on any other part of said Park or roads or Avenues leading thereto, every day (Sunday included) for five consecutive years.

The said City of Montreal has given to the undersigned the before said privileges on the following conditions
1st That the undersigned erects a building on top of Mount Royal Park costing not less than \$3000, which building has been erected by the undersigned and approved by the then Park Commissioners and by the Building Inspector.

2nd That the undersigned binds and obliges himself to sell or cause to be

to be sold refreshments and temperance drinks, including Malt or Kees beer every day, (Sunday included) on the said Mountain Park.

The undersigned having not only well and truly fulfilled the said conditions on his part mentioned in said Contract; but he has also built at his own expense other buildings on said Park for the convenience and accommodation of the public which buildings have altogether cost him over \$5000

The undersigned has gone to this cost and expense on account of the City of Montreal guaranteeing him by the aforesaid Contract the right and privilege of selling refreshments, temperance drinks and Malt or Kees Beer, every day, (Sunday included); for the whole term of his contract.

The undersigned would not have entered into this Contract and gone to this heavy expense if Sunday had not been included in the said Contract.

As Sundays are the only days on which the Citizens of Montreal assemble in large numbers on the Park. Sundays therefore are the only days on which the undersigned has calculated upon to reimburse himself for the large outlay which he has made.

Therefore he calls upon you the
Park Commissioners and the
City of Montreal to secure him
peaceable enjoyment of his rights
and privileges as agreed upon in
afore said Deed of Contract -

By judgement rendered by one of
the Police Magistrates of the City
of Montreal dated the 13th inst
although duly licensed by the
Local Government to sell according
to his Contract, the undersigned was
fined \$30 and costs for selling
Malt or Beer on Sundays -

The effects of this judgement will
prevent the undersigned from selling
on Sunday as agreed in the said
Contract. Under the said circumstances
the undersigned will suffer heavy
damages -

He therefore asks from the the
Park Commissioners as soon as
possible a previous consideration
of this matter as he will look to
the City of Montreal to reimburse
him for fines and expenses already
incurred, or that may be incurred
by this judgement - and all losses
he may sustain -

Therefore it would be to the interests
of both parties to come to some
mutual agreement with regard to
damages and expenses that may
occur between now and the time

time when the City of Montreal
can get the proper authorities from
the Local Government at its first
sitting to enable said City of
Montreal to carry out the conditions
of the present deed of Contract between
the City of Montreal and the undersigned.

Having placed this matter before
you in a manner which I hope will be
plainly and clearly understood and
a just and satisfactory settlement
arrived at -

Have the honor, to be
Most respectfully Yours,
John M. Clauaghane

Montreal April 17th 1888

Opinion
re McBlauagh

Canada }
Province of Quebec }
District of Montreal }
City of Montreal }

Special Sessions of the Peace
James A. Bazin
vs. Prosecutor
John McElanay and
Defendant.

The said Defendant hereby admits that on the date mentioned in the information or Complaint in this cause, to wit: on the seventh day of August in the year one thousand eight hundred and eighty seven, he sold Lager Beer, in his Restaurant on a Sunday as alleged and set forth in said information or Complaint. The said Defendant also admits that he is licensed and District as alleged, the whole without any waiver of his rights under his contract with the City of Montreal and hereby prays a verdict.

Montreal 6th March 1888

Suzie P. Lafontaine
Attorney for Defendant.

The said Prosecutor on his part admits that the said Defendant keeps and during the present licensed year has kept his said Restaurant under and by virtue of a certain contract entered into between said Defendant and the City of Montreal and that according to the terms of the said Contract the said Defendant was obliged to keep his said Restaurant open every day of the year, Sundays included. That further by the terms of the said Contract the Defendant was given permission to and was required to sell on said dates Beer and other drinks

Conjectured at the Copy
MacDonald
by Clerk of Peace.



324
Special License of the
Peace

Montreal

J. A. Bazin

Prosecutor

vs.

John McElhenny and

Defendant.

Admission

May 18th 1888.

in said Contract mentioned and finally
by that the Lager Beer which Defendant
sold on the date mentioned in the de-
claration herein was included in and
was covered by the term "Beer" as
mentioned in said Contract the whole
without any admission as to the le-
gality of said Contract or any part
thereof, whereof the Prosecutor complains
etc

Montreal 6th March 1888

J. A. Lebourveau

att'y at litem for prosecutor



City Clerk's Office,
City Hall,
Montreal 2^d May 1888

Sir

I have the honor to transmit to you herewith an extract
from the Minutes of a Meeting of the Park Commissioners
held on the 1st May ind

I have the honor to be

Sir

Your most obdt. Servant.

Chas. Mackenzie
City Clerk

City Attorney }

EXTRACT

From the Minutes of a Meeting of the Park Commissioners
Held on the 1st May 1888

Read a Communication from Mr. M. Cloughan, restaurant keeper on Mount Royal Park, complaining that, whilst by his contract with the city he is entitled to sell malt beer, he has been fined \$20. and costs for selling such liquor on Sunday, and asking for reimbursement, and further that, if required, the city do obtain the authority from the Legislature at its next session to enable the city to carry out the conditions of the present contract;

Referred to the city attorney for his opinion in the matter.

(Certified)

Chas. Horne Krueger
city clerk

N^o 3017

5th February 1887

Protest & Notification

at the request of

John W. Clonaghan

— as to —

The City of Montreal

1st copy

J. Lamerqun M.P.



On this, Fifth day
of the month of February, in
the year one thousand eight
hundred & eighty seven,

At the special request of
John M^cClanaghan of the city
of Montreal, Hotel Keeper,

James Lovergan the
undersigned Notary Public for
the Province of Quebec, residing at
the said City of Montreal,

repaired to the office & principal
place of business in the City Hall,
in Montreal aforesaid, of The
City of Montreal, a body politic
and corporate and there being &
speaking to Alphonse Gosselin, assis-
tant City Clerk —

I said notary at said
request, declared & represented:—
that under the terms of a con-
tract made and entered into
by and between the said The City
of Montreal and the aforementioned
John M^cClanaghan, passed before
H. J. Durand Notary Public at
Montreal, on the tenth of October
eighteen hundred & eighty four,
the said The City of Montreal
granted to said John M^cClanaghan
the exclusive privilege for the full
term of five years, of building
refreshment rooms and of selling

selling refreshments therein or in any other places within the limits of the Mount Royal Park, save and except the right for the Tobogganing Club to open & keep during the winter months a place where coffee and tea may be sold at their shed on Fletcher's Field;

That contrary to the conditions of the contract above referred to and more particularly, contrary to the aforementioned exclusive privilege therein granted to said J. M. Clavaghaw, and without the consent, authorization or sanction directly or indirectly, of the said John M. Clavaghaw, the Park Toboggan Club, to wit; an organization entirely distinct from that above mentioned & having its slide not on Fletcher's field, but on the side of Mount Royal in said Parks are now erecting a building or allowing the same to be erected at and near their slide in the said Park, for the purpose of furnishing refreshments therein; That the fact of such a building being erected at the place lastly mentioned, for the purpose especially of selling or dispensing refreshments

refreshments, particularly during the coming carnival week, will be very injurious to the business of the said John M. McClanaghan, & it is a complete violation of the terms of the aforesaid contract.

Wherefore, I said notary, at the request aforesaid & speaking as aforesaid, did and do hereby solemnly protest against the said The City of Montreal and all others whom it may or shall concern for all losses, damages, costs & interest which the said John M. McClanaghan has already sustained & suffered and which he may hereafter suffer & sustain, by reason of the said building being erected for the purpose aforesaid at or near said slide of said Park Toboggan Club, and by reason of all or any refreshments being sold or given away from & in the same building; and that, he, said John McClanaghan will hold the said The City of Montreal and all others concerned, liable and responsible for all such losses, damages, costs, and interests.

And at the request aforesaid & speaking as aforesaid, I said notary did & do hereby require

$\frac{0}{n}$ sustain & suffer

[Signature]

require & notify the said The City of Montreal, to stop, at once the construction of the said building, at said side of said Park Toggan Club, for the purpose of being used as a refreshment room or rooms, and to prohibit the use of the same for the purpose of selling, or giving out refreshments to any person or persons whatsoever, & that in default whereof, the said John McClanaghan, will immediately take such legal means & proceedings as may be necessary to compel the said The City of Montreal so to do, or he will take all other legal proceedings in the premises, as he may be advised by his counsel at law; and that in such default he will hold the said city of Montreal liable, for all losses, & damages he may sustain by such default to comply with the foregoing requisitions & notifications.

And in order that the said The City of Montreal may not plead ignorance in the premises, I said undersigned Notary, at said request, have served an authentic copy of these presents upon the said The City of Montreal,

Montreal, by handing the same
 & speaking to ^{to} Charles Mackmeyer
 Esquire, the City Clerk.

of said Alphonse
 Gosselin the
 said assistant

CS

Thus done, declared, protested
 & notified at Montreal & at the
 place aforesaid, the day, month
 & year herein first before written,
 under number Three thousand
 and seventeen of the notarial
 deeds of record in the office of
 James Loneragan the subscrib-
 ing notary.

And I said notary, have
 signed in testimony of the pre-
 mises.

(Signed) J. Loneragan, N.P.
 A true copy of the original
 hereof remaining of record in
 my office. ~~Two~~ marginal notes
~~omitted and two words~~
~~struck out are null and~~
~~twelve words struck out are null.~~

J. Loneragan, N.P.

252

J. M. Clamorgan

To sell refreshments on
Mount Royal Park
13 May 1886

Mount Royal Park

May 10th 1886

To the Chairman and
Gentlemen composing
the Park Commission

Gentlemen,

I most respectfully ask your
permission to erect a small Booth
at, or near the bottom of the Elevator,
to keep refreshments there, for the ^{convenience} ~~benefit~~
of the public who frequent that part of
the Park - Also another small place near
the Observatory I am,

Gentlemen

Your Obedient Servant

John W. Clancy

245 / 1880

J. McLaughlin
Tender for
refreshments

31 August 1880

Montreal August 31st 1880

To the Chairmen
and Gentlemen composing the Park Commissioners

Gentlemen,

I hereby tender for the sole
privilege of Erecting Tents, and selling
refreshments on that part of Mount Royal
Park Property opposite the "Exhibition" grounds
east of Bleury Street; - with the right of
Sub-letting the same or any part of it -
- for the sum of One hundred and fifty
dollars and fifty cents (\$150 ⁵⁰/₁₀₀)
for and during the time of the "Exhibition"
- Possession to be given to me from the time
of acceptance of this Tender

I am,

Gentlemen
Your obedient Servant
John McLaughlin

To the Chairman & Gentlemen,
Composing the Park Commission
of the City of Montreal.

The Humble Petition of John M. O'Connell
Caterer of the Mount Royal Park Restaurant,

Humblly sheweth

- I. That the Mount Royal Park is daily visited by the principal and leading Citizens of Montreal and the travelling and general public and that it is sadly deficient in not being supplied with (amongst other things) a platform which should be erected, without delay, around which might be held pic-nics, and on which a Band might be properly accommodated.
- II That the Petitioner is constantly hearing parties, visiting the Park, express a strong desire that the City would take into favorable consideration the desirability of erecting Swings for the amusement and healthy recreation of families & by these means break the monotony of a visit to the Mountain and much increase the pleasure to visitors.
- III That the Petitioner has been credibly informed that it is the intention of the Commissioners to provide a Band to play in the Mountain Park, during the term of the Exhibition on Evenings from this time forward, (or to commence shortly) and begs to say that, if the Commissioners desire to carry out this most excellent idea, that the Petitioner

on his part, ^{will} be most happy to convey
the Band to and from the Park every
day and supply them gratis with lunch
on the Mountain.

IV. The petitioner most respectfully submits
these suggestions to the Commissioners, and
in view of the near approach of the Domini-
-ion Exhibition, hopes the foregoing may
meet their views and immediate action
of the Chairman & Gentlemen forming
the Board of Commissioners on behalf
of the City.

The whole humbly submitted

The Restaurant, Front
Royal Park
Montreal
9 August 1880

John McFlanagan

John McBlaraghan
re Mountain Park.

Wm. D. [unclear]
9 August 1880
at meeting

W.D.



Office of the Building Inspector
CITY HALL,

OFFICE HOURS:
From 9 o'clock to 10, and from 1
o'clock to 2 every day.

Montreal, April 27th 1885

B. Holland Esq.
Chairman Park Commissioners.

Sir

In Conformity with your request, I beg
leave to inform you that I have visited the
building erected by Mr. Clannaghan on the
Mountain Park to be used as a Restaurant.

The building has been substantially built
with three inch deals on Cedar pickets, clap-
boarded outside on tarred paper. The whole of
the inside and divisions are all made of
of narrow matched boards well painted. I may
now say that said building is so built as
to be suitable for winter habitation.

The building is constructed according to plans,
except a change in the center tower which is
lower than the plan. The building must have
cost about three thousand Dollars.

I have no hesitation to say that if some
ameliorations were done to the surrounding
grounds,

grounds, the building would be a credit
to the locality.

I have the honor to be
Sir

Yours &c

(Signed) J. Lacroix

Supr. of Buildings

The Building Inspector

refers to the new restaurant
building.

Submitted 15 May 1885.

To the Chairman
and Commissioners Mount Royal Park

Montreal

Expenses of a New Building, Mount Royal Park

Total Amount of Lumber	1698.50
Carpenters	1000.00
Doors with Frames + Fan Lights	155.50
Cartage	257.50
Windows with Frames complete	203.50
Labor	247.00
Nails Spikes + Iron Straps	125.50
Chimney when completed	65.00
Paints + Oils	277.75
Painter	325.50
	<u>\$4356.25</u>

John M. Cloughan

230

McClanahan's estimate
of the cost of the new restaurant.

submitted 15th May 1885

REPORT

FROM THE

M. R. Park *Commissioners*

for leave to renew the
lease of Mr John Mc Claughan
for another term of five
years on certain conditions

Presented *8 Sept* 1884

Adopted *same day* 1884

Entered Vol. *5. 1* Page *67*
And Vol. *1* of Reports, page *213*

To the City of Montreal

The Mount Royal Park Commissioners

Respectfully Report,

That, in view of the fact that the lease between your Commissioners and Mr John M. Clanaghans for the refectory on the Mount Royal Park is about to expire on the first of May next 1885, it is expedient that a new lease should be entered into.

That Mr Mc Clanaghans has undertaken to erect a new and more elaborate structure, which will be an additional ornament to the Park, as may be seen by reference to the accompanying plan.

This building, the cost of which shall not be less than \$3000., Mr Mc Clanaghans is willing to commence early in the fall.

Your Commissioners therefore recommend that the lease of Mr Mc Clanaghans be renewed for another term of five years from May 1885, on condition that he

will enter into an agreement to erect a building in accordance with said plans and to cost not less than \$3000⁰⁰

The whole

and to remain the property of the City at the expiration of the lease.

The whole nevertheless respectfully
submitted.

Commissioner's Room

City Hall

Montreal, 4th September 1884

R. Hollandy
J. Guerin
P. Doreau

Specification

Montreal August 12th 1884

To the Chairman & Gentlemen
The Honourable Royal Park Commissioners
Montreal

Gentlemen,

I hereby respectfully to hand you herewith a Draft (or plan) of proposed improvement upon the Building at present in use as a Restaurant on the Park and to say that I will construct a proper Building in accordance with such plan measuring Seventy feet in length (70 feet) by Thirty four feet (34 feet) in breadth, and complete the same to your satisfaction at a Cost of not ~~more~~^{less} than Fifteen hundred dollars (\$1500) - said Building to be commenced at the end of the present season and completed on or before the thirty first day of May 1885 -

Provided I am granted the privilege of occupying and supplying refreshments in the same (and the sole right to sell upon the Park) for a further term of five years -

I am, Gentlemen
Your obedient Servant
John McLaughlin

213
John McLaughlin's
specification for building

26 August 1884

Montreal Aug. 9th 1884

John M. Blamagham Esq.

Sir,

The building you intend to build as a Restaurant in the Mount Royal Park of the City of Montreal - according to the plans I prepared at your request, will be 70 feet long by 34 feet wide, and two story high with gravel roofing, build on wooden sills and posts, and made up in panels between each posts, and the probable cost of such a building will be \$1500.⁰⁰/₁₀₀.

I am prepared to build you that building according to my plans for that price, commencing this fall as soon as your season is over, and oblige myself to finish it on or before the first of May next.

Yours Truly

Jos. P. Desjardins

Architect & Contractor

John McClanaghan's
order for refreshment
rooms on the Mount Royal
Park.

26 August 1884

Montreal August 4th 1887

To the Chairman & Gentlemen,
The Mount Royal Park Commissioners
Montreal -

Gentlemen,

I beg respectfully to
send you herewith a draft for plan of
proposed improvement upon the building
at present in use as a Restaurant on the

Park, and to say that I will construct,
a proper Building in accordance with
such plan, and complete same to your
satisfaction and approval, provided you
grant me the privilege of occupying,
and supplying refreshments to on the
same - (and the sole right to sell upon
the Park for a further term of five years -

I am,

Gentlemen,
Your obedient Servant -
John M. Claughsane

Montreal 25th August 1884

To

The Park Commissioners of the Corporation of Montreal.

Gentlemen, I beg leave to tender for the Refreshment Rooms on the Mount Royal Park in the City of Montreal, and to offer as an annual rental therefor the sum of Three hundred dollars per annum, for the term of Five years as it now stands. Or to erect a new building to cost Three thousand dollars for a lease of Five years, the Plans and Specification of such building to be hereafter submitted to your Commissioners for approval. My Architect Mr H. Lapointe will be in attendance at your Commissioners meeting to submit some ideas and sketches relative to the proposed building, as the time is too short to submit details. I will also continue to give the Buses as usual. The Building at the expiration of lease to be the property of your Corporation. Hoping the above will meet with your approval

I have the honor to be

Gentlemen
Your Obedt Servt
Charles Lussier
Cote des Neiges

211.
The sumkin's tender

for refreshment rooms on the
Parade

26 August 1884

Paul G. G. G. G. G.
Tuesday, 20th May

Present: Mr. William G. G.
Sondran
Grenier

Taylor - ascertain why the room
was refused

~~Saturday~~ Saturday 2 June at

D. H.

Yellandaghon

granted provided that no more

~~was~~ subject to the condition

and expenditure of

approval no objection as to

site and type of building

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Petitions

to

Mr. Royal Park Com^{ro}

21 May 1883

McClanahan

for a booth

to serve refreshments

1883

1883

VM

Montreal Royal Park.
May 21 1883

To the Chairman and Gentlemen
of the Park Commission

Gentlemen, Having been requested by
a large number of persons frequenting
the Park (both in Carriages and Busses)
and getting off at that part of the road,
where the road leading to the Cemeteries
and the Park Road proper meets -
To serve these parties with refreshments
at this spot; with your permission
I will erect a neat small Booth at the
aforesaid place for this purpose where
people may rest while waiting for the
Buses coming from the present Restaurant
and going to the City.
I will erect the same in such a manner
that I can remove it at any time if
may be found necessary

The whole respectfully submitted

John W. Langhorne