

**VM44-3\_36-001**

2497

Projet de monument  
pour les vétérans  
canadiens =  
M. A. Stamond

Paris Beauvais

718 St. Catherine

J. Brunet

Noto same des melges

2498

Parcs et Traverses  
Commission  
Rapports et dossiers

Voie le no:

2389

Parcs et Traverses  
Commission

Rapports et dossiers.

VM44, 54, 553, 07

**VM44-3\_36-005**

**VM44-3\_36-006**

**VM44-3\_36-007**

List of Streets in which the Road Department  
propose to macadamize during the coming  
Summer of 1892.

number // number

Street.	From.	To.
S. Alexander	Craig	Jurors
<del>St. John</del>	Milton	Prince Arthur
<del>Chamaille</del>	Craig	Jurors
St. Famille	Prince Arthur	Prince Ave.
S. Urbain	Sherbrooke to	Rachel
<del>St. Constant</del>	Charlotte	Mignonne
Langueville	Craig	St. Catherine
St. Denis	Cherries	Craie to Sherbrooke
Ereest	St. Denis	Laval Ave
Roy	St. Lawrence	St. Denis
Rivard	Roy	Duluth
Labellé	Dorchester	St. Catherine
Maple	Sherbrooke	Duluth
Mentana	Cherries	
Amherst	Roy	Rachel
Paré	Craig	St. Catherine
DeLormes Ave	St. Catherine	Ontario
Patheois	Mignonne	Amity
Sherville	St. Catherine	Ontario
Sherbrooke	Papineau Rd	Cherries
Harbour	St. Catherine	Ontario
Marlborough	St. Adolphe	C.P. Ry
St. Germain	Mignonne	Ontario
Ontario	Elm. Ave.	Micolet
St. Catherine	Harbour	Marlboro
St. Lawrence	Duluth	Mt Royal Ave
Radieux	"	"
Rachel	St. Lawrence	Papineau Rd
St. Jean Baptiste	"	St. Denis
St. Catherine	Quillès, to Sherbrooke	City Limits Ea
Ontario	Elm	"
Champlain	Hill	Sherbrooke
Mignonne	"	"



List of Streets which the Road Department  
proposed to macadamize during the Summer of 1892.

Western Division.

Streets	From	To
Sherbrooke	Mackay	Stwater Ave.
St. Mark	Dorchester	St. Catherine
Stwater Ave.	Dorchester	St. Catherine
Essex Ave.	Dorchester	Quiblier
Seymour Ave.	Dorchester	Quiblier
Stanley Ave	St. Catherine	Sherbrooke
University	Malbrae Pl.	North of Pine Ave.
Stater Ave	Throughout	
St. Antoine	Dorchester	Serpent from Dorchester
Palace commenced	Beaver Hall	Cathedral
Notre Dame	Mountain	City Limits West
Corraine Ave	Hibernia Rd.	Napoleon
Ash Ave.	Wellington	Liber
Common Parc 1893	Black's Bridge	Colborne
Ottawa Seres Webster	Queen	Mc Cord
College Parc 1893	Mc Gill	Chaboilley
Duke	Wellington	Common
Colborne Ave	Smith	Ottawa
Grand Trunk	St. Francis	Napoleon
Mullins	St. Francis	Napoleon
St. Etienne	Mill	Britannia
Napoleon Ave	Grand Trunk	Wellington

Feb. 16<sup>th</sup> 1892.

City Surveyor.

7408

VOIRIE

CORRESPONDANCE

**VM44-3\_36-011**

**VM44-3\_36-012**

2500

PARCS ET TRAVERSESES, COMM'N  
RAPPORTS ET DOSSIERS

*Parc Mont Royal*

*Vol: No 195*

*VM44,54,SS2,SSS8,03*

PARCS ET TRAVERSESES, COMM'N  
RAPPORTS ET DOSSIERS

2501

PAGES ET TRAVERSEES, COMM'N  
RAPPORTS ET DOSSIERS

*Parc Mont Royal*

*Vou: 3*

*VM44, 54, 55*

PAGES ET TRAVERSEES, COMM'N  
RAPPORTS ET DOSSIERS

## EXTRACT

from the minutes of a meeting of the Finance  
Committee

Held on Friday, 7 Jan'y: 1909

Submitted report from the Park  
& Finance Committee to authorize  
His Worship the Mayor and the  
City Clerk to sign a lease for a  
certain property belonging to the  
Dominion Government

Referred to the Law Dept.  
for their approval

Certified  
*[Signature]*

sec. City Clerk

*Mr. Gauthier*

*Law Dept.*

# DEPARTMENT OF RAILWAYS AND CANALS.

---

## Memorandum of Requirements for Execution of Contracts, &c.

---

*If an incorporated Company,—the document must be signed by the President (or other officer duly authorized to sign) and the Secretary of the Company, and the corporate seal of Company affixed.*

*If a firm, not a corporate body,—it must be signed and sealed by each individual member of the firm.*

*If a Municipality,—it must be signed by the Mayor or Reeve (or other officer duly authorized to sign), and the Clerk of Municipality, and the Corporate Seal affixed,—also a certified copy of the by-law or resolution authorizing execution must be furnished.*

*If an individual—it must be signed and sealed by such individual.*

*If execution is by Power of Attorney,—the original Power of Attorney (or a duly certified copy thereof) must be furnished.*

*There must be a witness to every execution.*

*By order,*

L. K. JONES,  
*Secretary*



This Indenture made this            day of

one thousand nine hundred and

**Between** HIS MAJESTY THE KING, represented herein by the Minister of Railways and Canals, acting under the provisions of Chapter 35 of the Revised Statutes of Canada, 1906, and of the 34th section of "The Expropriation Act," and under the authority of an Order in Council dated the **13th** day of **December**, A.D., 19**09**, hereinafter called the Lessor, of the First Part,

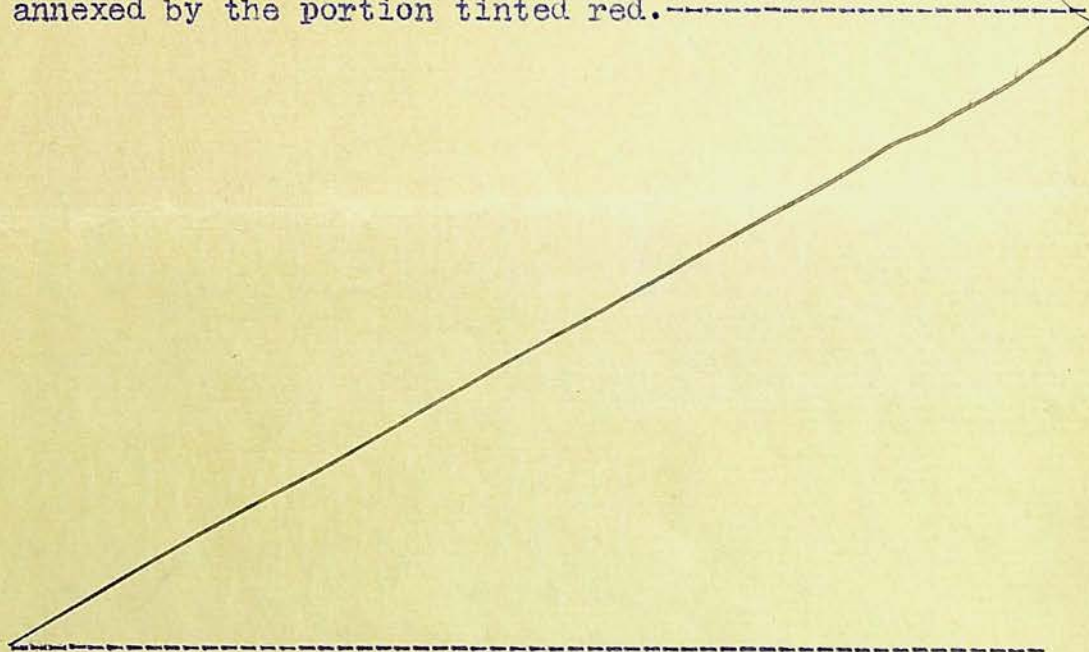
AND

THE CORPORATION OF THE CITY OF MONTREAL, in the  
Province of Quebec,

hereinafter called the Lessee, of the Second Part.

**Witnesseth**, that the Lessor, in consideration of the rents, covenants, provisoes and conditions hereinafter reserved and contained, hath demised and leased, and, by these presents, doth demise and lease unto the Lessee

All and singular that certain parcel or tract  
of Lachine Canal reserve land adjacent to said Lachine  
Canal near Wellington Street in the City of Montreal,  
in the Province of Quebec, between Wellington Street and  
St. Colomban Street and between the Canal bank and St.  
Patrick Street, and containing by admeasurement TWO ACRES  
(2 acres), more or less, as shewn on the plan hereto  
annexed by the portion tinted red.



TO HAVE and TO HOLD the said parcel or tract of land unto the Lessee, from and after the First day of May, one thousand nine hundred and nine, for the term or period of ten years, and then fully to be complete and ended,

YIELDING and PAYING therefor, invariably in advance, on the First day of May in each year, during the existence of this Lease, unto the Lessor, through the Honorable the Receiver General of Canada for the time being, the yearly rent or sum of ONE DOLLAR -----

-----(\$1.00), of lawful money of Canada, the first payment of which rent, being for the year commencing on the First day of May, 1909 having been made at or immediately before the delivery of these Presents, the receipt whereof is hereby acknowledged.

It is agreed that the word "Lessor" when used herein shall mean the Sovereign and shall include the Successors and Assigns of the Sovereign, the word "Lessee" or other words relative thereto, or of like import, shall mean, and include, irrespective of gender or number, the party or parties of the second part as above designated or described, and their or any of their executors, administrators or successors, or their assigns duly approved under section 4.

And further agreed by and between the said parties hereto that these Presents are made and executed upon and subject to the covenants, provisoes conditions and reservations hereinafter set forth and contained, and that the same and every of them, representing and expressing the exact intention of the parties are to be strictly observed, performed and complied with, namely:—

1. That the Lessee will pay all rental herein reserved at the times and in the manner in these Presents set forth, without any abatement or deduction whatever.

2. That the Lessee will pay or cause to be paid all rates, taxes or assessments, of whatsoever description, that may at any time during the existence of these Presents be lawfully imposed, or become due and payable, upon, or in respect of the said parcel or tract of land, or any part thereof.

3. That the Lessee shall in all respects abide by and comply with all lawful rules, regulations or by-laws of any municipality or other governing body, in any manner affecting the said parcel or tract of land.

4. That no assignment, transfer or sub-lease of these Presents shall be valid or effectual unless or until the same is submitted to the said Minister and his consent thereto and approval to the terms thereof obtained in writing thereon, nor until a duplicate original of such assignment, transfer or sub-lease is filed in the Department of Railways and Canals at Ottawa.

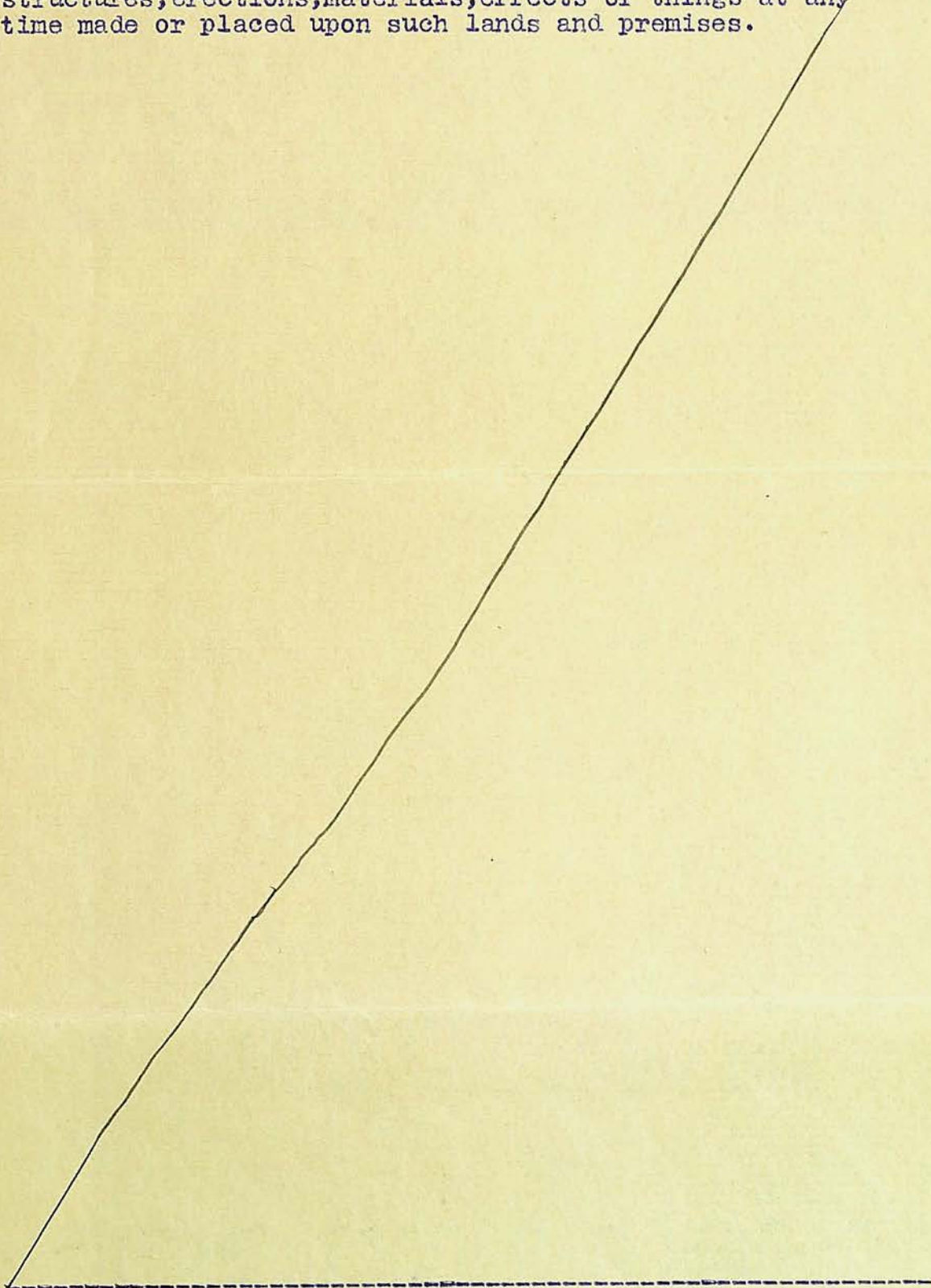
5.- That the Lessor, His servants or agents, shall, at all times and for all purposes, have full access to any and every part of the hereby leased parcel or tract of land.

6.- That the Lessee shall have, during the existence hereof, the use of the hereby leased parcel or tract of land for the purpose only of a public park, without erecting any permanent building or structure thereon.

7.- That the Lessee shall take charge of the hereby leased parcel or tract of land, and, at its own charge and expense, put it in order as a public park, make roads, plant trees, place seats, erect fences and maintain same during the subsistence of this Lease, and otherwise improve and ornament the said parcel or tract of land according to a general plan submitted by the City authorities and approved of by the

Minister of Railways and Canals of Canada, keeping a caretaker on the grounds at all times.

8.- That the Lessee shall not have any claim or demand against the Lessor for detriment or damage of any nature to the lands and premises hereby demised, or to any buildings, structures, erections, materials, effects or things at any time made or placed upon such lands and premises.



9.—That the Lessee shall at all times indemnify and save harmless the Lessor from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the existence of these Presents, or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder.

10.—That the Lessor may at any time terminate this Lease by giving to the Lessee **three months'** -----notice in writing signed by the Minister or the Secretary for the time being of the Department of Railways and Canals, and either delivered to the Lessee or any officer of the Lessee, or mailed addressed to the last known residence or office of the Lessee, at any of His Majesty's Post Offices, and thereupon after **the end of such period**  
**of notification** -----

these Presents shall be void, and the Lessee shall thereupon, and also in the event of the determination of this Lease in any other manner, forthwith remove **all buildings, structures, erections,** -----  
 materials, effects and things at any time brought or placed thereon by the Lessee, and shall also to the satisfaction of the **Superintending Engineer of said Canal** repair all and every damage and injury occasioned to the lands and premises of the Lessor by reason of such removal or in the performance thereof, but the Lessee shall not, by reason of any action taken or things performed or required under this clause, be entitled to any compensation whatever.

11.—That if the rent above reserved, or any part thereof, shall be in arrear, or unpaid for thirty days next after any of the days or times hereinbefore appointed for the payment thereof, whether or not the same shall have been in any manner demanded, or in case default, breach or non-observance be made or suffered by the Lessee at any time or times, in, or in respect of any of the covenants, provisoes, conditions and reservations herein contained, which on the part of the Lessee ought to be observed or performed, then, and in every such case, it shall be lawful for the Lessor, His servants or agents, to re-enter and thereafter to have, possess and enjoy **the said lands and premises and all improvements thereon.**-----

And no acceptance of rent subsequent to any breach or default, other than non-payment of rent, nor any condoning, excusing or overlooking by the Lessor on previous occasions of breaches or defaults similar to that for which re-entry is made shall be taken to operate as a waiver of this condition nor in any way to defeat or affect the rights of the Lessor hereunder.

**Deputy of the**

IN WITNESS WHEREOF, the said Minister so representing the Lessor herein as aforesaid, and the Secretary of the Department of Railways and

Canals have hereunto set their hands, and the seal of the said Department has been hereto affixed, and the Lessee has caused these Presents to be signed by its Mayor and countersigned by its City Clerk, and its corporate seal to be hereto affixed

the day and year first above written.

Deputy

SIGNED, SEALED AND DELIVERED  
in manner aforesaid, by the  
Lessor, in presence of

} *Minister of Railways and Canals.*

*Secretary.*

SIGNED, SEALED AND DELIVERED  
by the Lessee in manner afore-  
said, in presence of

*Rene Brunet*

*Layette Mayor*

*L. O. David  
City Clerk*

*Corporate  
Seal.*

No. ....

# DEPARTMENT OF RAILWAYS AND CANALS.

## LEASE.

HIS MAJESTY THE KING

TO

City of Montreal

---

---

Date of authorizing Order in Council..... December 13th, 1909.

Date of Lease.....

Public Work affected..... Lachine Canal.

Lands or rights demised..... 2 ac. of land near Wellington St., Montreal,  
for a "Public Park".

Beginning of Term..... May 1st, 1909.

End of Term..... April 30th, 1919.

Rental : Payable..... \$1.00, annually, on May 1st.

Departmental Reference File No..... 691.

---

---

### MEMORANDA.

SUPERSEDES Lease No. 13150, dated April 11th, 1899.

*Trachine Canal*  
 Plan of land leased to the Corporation of Montreal  
 for  
*St. Patrick's Square*  
 Scale 100' = 1. inch

(*Sig'd*)  
 Ernest Marceau  
 Supty. Engr. Quebec Canals,

*Trachine Canal*

*Wellington Bridge*

*Canal Street*

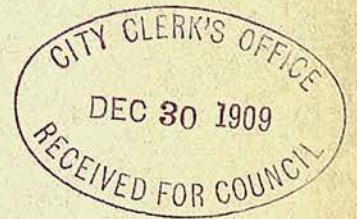


DEPT. OF RYS. AND CANALS  
 Plan attached to .....  
 No. .... Dated the .....  
 day of ..... A. D. 1.....  
 From His Majesty to .....

SECY. DEPT. RYS. AND CANALS

T O T H E C I T Y O F M O N T R E A L .

The PARKS & FERRIES COMMITTEE



Respectfully report

That they have duly considered the annexed draft of lease between the Federal Government and the City of Montreal whereby the said Government agrees to lease to the City of Montreal, for a period of ten years, at a rental of One Dollar per year, from the 1st of May 1909 to the 1st of May 1919, that strip of land bounded by Wellington, St. Patrick and St. Columban Sts. and the Canal bank, known as St. Patrick Square, on certain conditions therein mentioned;

Your Committee beg to recommend that the said lease be signed by His Worship the Mayor and the City Clerk, on behalf of the City.

The whole, nevertheless, respectfully submitted.

Committee Room, City Hall,  
Montreal, December 1909.

*W. J. G. G.*  
*J. H. G.*  
*J. S. R.*  
*James McMurran*

*4 mins 1910*



EXTRACT from the Minutes of the City Council of Montreal, Special Meeting held on Monday, 28th November 1898.

ooo

Submitted and read the following report of the Road Committee to sign a lease between the Federal Government and the City of Montreal for a strip of land known as St Patrick's Park.

The Road Committee respectfully report

That it has duly considered the accompanying draft of lease between the Federal Government and the City of Montreal whereby the said Government agrees to lease to the City of Montreal, for a period of ten years, at a rental of one Dollar per year, from 1st May 1898 to 1st May 1908, that strip of land bounded by Wellington St., St Patrick, St Colomban St. and the Canal bank, known as St. Patrick Park on certain conditions mentioned therein, and, after mature deliberation, Your Committee recommends that said lease be signed by the Mayor and City Clerk on behalf of the City.

The whole etc.,

(Signed) Jos. Brunet, D. Gallery,  
P. Wilson, L. Ouimet fils,  
H. Dupré.

Committee Room, City Hall,  
Montreal, 6 Sept. 1898.

oooooooo

On motion of Ald. Brunet,  
Seconded by Ald. Gallery, it was  
RESOLVED :- That said report be received and adopted, and that the Mayor and the City Clerk be authorized to sign a lease accordingly on behalf of the City.

(Certified)

*L. O. Lavach*

City Clerk.

No. 38119  
SUB. 8  
REF. 22867

MINISTÈRE DES CHEMINS DE FER ET CANAUX,  
CANAUX DE LA PROVINCE DE QUÉBEC,  
BUREAU DE L'INGÉNIEUR SURINTENDANT.

DANS VOTRE  
RÉPONSE CITEZ LE  
DOSSIER NO.

29-C

O.file #691  
Bail en double

MONTREAL, 17 Décembre 1909

Monsieur le Maire,

Je suis chargé de vous transmettre, sous ce pli, un projet de bail en double, accordant à la Cité de Montréal la location, pour un terme de dix ans, de cette partie de la réserve du Canal Lachine, comprise entre les rues Canal, Wellington, St. Patrick & St. Columban, pour les fins d'un parc public (Carré St. Patrick)

Veillez, je vous prie, faire exécuter le document en question, en double, tel qu'indiqué, et retourner les deux copies à ce bureau, pour les faire compléter par le Ministère des Chemins de fer & Canaux.

J'ai l'honneur d'être,

Monsieur le Maire,

Votre très dévoué serviteur,



Secrétaire Canaux P.Q.

Son Hon. Mr. Louis Payette,  
Maire de Montréal,  
Hotel de Ville

# RAPPORT

DE LA

*Commission des PARCS ET TRA-  
VERSESES,*

A l'effet de signer un bail pour  
la location de certain terrain  
connu sous le nom de Square  
Saint-Patrice.

*Proposé par les membres  
de W. E. E. E.*

Présenté..... 30 Dec 1909

*J. J. J.*

Adopté..... 1909

Entré vol. .... page .....

et page..... du vol..... des Rapports.