

PART II.—GENERAL REPORT.

(Questions to be answered by the inspected officer and to be verified by the Inspector, the column to the right being left for the Inspector's comments and initials. If there should be anything wrong in regard to any detail which the Inspector can not himself satisfactorily correct, or to which he thinks the Department's attention should be called, or in regard to which he desires a decision, he must not fail to refer to it in Part I.)

Name of office. Fort Erie, Ontario, Canada.

Name of Inspector. Stuart J. Fuller

	COLUMN FOR INSPECTOR'S REMARKS.
OFFICE.	(In case the space is insufficient for Inspector's remarks, attach an extra sheet for the purpose and note the fact in this column.)
45. Street and number. <u>Niagara Street</u>	A village. No street numbers. This is the main street.
46. Has location been changed since preceding inspection? <u>No</u>	<u>SJ</u>
47. Is office in residential or business quarter of town? <u>Noth</u>	Village. No distinction.
48. Is it located conveniently for the principal persons having business with it? <u>It is</u>	Most of the persons having business at the office come over from Buffalo. It is near the landing stage of the Buffalo ferry.
49. Is the office connected with the private residence? <u>No</u>	It is in a building part of which is used as a residence by other persons. Connecting door is closed. See plan at No. 100 this report.
50. If in the same building, are the leases separate? <u>Office lease separate</u>	
51. What is the division as to space and rent?*	
<u>Front Office 14 by 10 1/2 feet</u> <u>Back do 9 by 7 1/2 do</u>	
52. Name and address of party from whom the premises are rented?*	The building was erected when Consul Harvey first came here 117 years ago, to be used as a consulate. The lessor is the man who built it.
<u>Newry G. Falcke</u> <u>Buffalo Ny</u>	
53. Give terms of lease, when it expires, and when notice must be given in order to terminate it?*	
<u>Runs from October 1, 1912</u> <u>to October 1, 1917</u>	<u>SJ</u>
54. Attach copy of lease if one has not previously been supplied to the Department?*	Annexed. Exhibit No. 1.
<u>Copy attached</u>	

*Need not be answered at Consular Agencies.

COLUMN FOR INSPECTOR'S
REMARKS.

55. State the actual rent, and when paid?*

*#240⁰⁰ per Annum
payable at the end of a quarter*

56. Is the rent reasonable?*

It is

57. State the hours during which the office is open for
the transaction of business?

*From 9 to 4 and
generally later*

58. Is a notice of office hours conspicuously posted?

Yes

59. State the ordinary hours of official business in the
town.

*Bank 10 to 3 Pm
Saturdays 10 to 1 "
Stores 7 to 7 "*

60. How are the offices heated?*

Natural Gas

61. Is the heating included in the rent?*

No

62. If not, what was the cost of heating for the latest calendar year? Is this charge exclusively for the heating of the office?*

*Yes about \$800
for heat and light*

63. Does the office have telephone communication?

Yes

64. What is paid annually for telephone?*

Fifty five dollars

65. How are the offices lighted?*

Gas

66. What was the cost of lighting in the latest calendar year? Number of lights charged for? Is this charge exclusively for lighting the consular office?*

*Amount included
with heat.*

Were it not for the circumstances under which the building was put up, I should call it a bit high. It may be called fairly reasonable

Does not close for the noon hour.

Reads 9 to 12 and 3 to 4. Suggested correcting it to accord with the facts. It needs repainting anyway.

The Custom House (at Bridgeburg, next town) is open from 9 to 4, closing at 1 on Saturdays.

It is in the directory under the Consul's own name instead of AMERICAN CONSUL. See suggestions.

Natural gas.

* Need not be answered at Consular Agencies.

It is further agreed, That if the said premises shall be destroyed by fire, without the fault of the party of the second part, or so much damaged as to render them untenable, either party may, within thirty days thereafter, elect to terminate this Lease and the term hereby granted, by giving to the other party written notice of the same, to be served personally, or if absent from Buffalo, to be left at his last place of residence, and thereupon the rent to cease upon the party of the second part paying the rent that has accrued; but said term to cease or be surrendered by the said party of the second part, or said rent to cease from no other cause, without consent of the party of the first part.

And the said party of the second part further agrees to use all reasonable precaution to prevent waste, and to prevent said premises from being destroyed or injured by fire; and agrees not to throw or deposit any dirt, or other objectionable matter, in the areas in or about said premises, either in front or rear, it being understood that the premises hereby leased are to be kept in a clean and healthful condition.

And the said party of the second part further agrees that he will not, during the continuance of this Lease, keep or suffer to be kept on said premises, any ashes in wooden vessels of any kind; that he will not create or suffer to be created, any nuisance, on or about the same, and that he will cause the side-walk and street in front thereof to be duly cleaned, as may be required by any city ordinance or regulation, and be responsible to the said party of the first part for any loss or damage to which he shall be put by reason of any default therein.

And the said party of the second part shall take special care that no damage happens to the building, or any fixtures therein, in the use of the Niagara water or gas; and they shall be liable for all damage occasioned by themselves, their agents, or servants, in the commission or omission of any acts causing such damage; and to observe and keep all the rules and regulations of the gas and water companies supplying such premises with gas and water, and promptly pay their bills.

*Henry G Falke
Buffalo NY
Horace J Harvey
American Council
Fort Erie Canada*

For and in Consideration of the letting of the premises within described, and for the sum of one dollar, I hereby become security for the punctual payment of the rent and performance of the covenants in the within written agreement mentioned to be paid and performed by..... and if any default shall be made therein, I do hereby promise and agree to pay unto..... any deficiency, and fully satisfy the conditions of the said agreement, without requiring any notice of non-payment or proof of demand being made.

Given under my hand this..... day of..... 1917

EXHIBIT No. 1
WITH
FOURTH INSPECTION REPORT
FROM
FORT ERIE, ONT.

Copy of

LEASE.

*Henry G Falke
TO
Horace J Harvey
American Council*

Premises Fort Erie
Dated Sept 25 1912
Begins Oct 1 1912
Ends Oct 1 1917

This Agreement, Made the 25th day of September in the year of our Lord one thousand nine hundred and Twelve Between Horace F. Harvey of Fort Erie Ontario, Canada of the first part, and Henry G. Falke of the City of Buffalo of the second part,

Witnesseth, that the said party of the first part hath agreed to let, and hereby doth let, and the said party of the second part hath agreed to take, and hereby doth take, those certain premises situated in the Village of Fort Erie on the west side of Niagara Street about 40 feet north of Rust's Street lot 2106, two rooms for an American Consulate. The front office is 14 1/2 feet square the rear room 10 ft 4 by 8 ft 6.

for the term of five years to commence on the first day of October 1912 and to end on the first day of October 1917, at eight o'clock in the forenoon.

The said party of the second part agrees to pay to the said party of the first part the Annual rent of Two hundred forty dollars in quarterly payments of Sixty dollars each

And it is expressly agreed that if default be made in the payment of the rent, or any part thereof, or if the said part of the second part shall, without the written consent of the said party of the first part, let, sell, underlet or assign over the said premises, or any part thereof, for the whole or any part of the said term, or shall use said premises or any part thereof for any other purpose than an American Consulate

or shall violate any other covenant or agreement contained in this Lease, then, and in either case, the said party of the first part shall have the right, at his election, to terminate this Lease, on first giving to the said party of the second part ten days notice of such election, to be served personally, or by posting a notice in some conspicuous place in or about the premises hereby let, or if absent from the Village to be left at his last place of residence, and the above mentioned term shall thereupon cease at the expiration of the said ten days, in the same manner, and to the same effect, as if that were the expiration of the original term of this Lease. It being further agreed that such election shall be in the discretion of the said party of the first part, and when exercised shall be conclusive upon the party of the second part; and in case the party of the second part shall violate the covenant not to underlet or assign, or to use the premises only for the purpose aforesaid, then the party of the first part, in addition to terminating the Lease as heretofore provided, may also recover as damages for the violation of said covenants, or either of them, a sum equal to the amount of six months rent of the premises as herein reserved, as stipulated and liquidated damages and not as a penalty. And the said party of the second part further agrees to keep the said premises, and every part thereof, in good repair during the said term, and leave the same in as good condition as when taken, reasonable use and wear thereof excepted.

And it is further agreed, That the said party of the first part, in person or by agent, shall be permitted to enter the said premises, at all reasonable times of the day, to examine the same, or to make such repairs therein as shall by the said party of the first part be thought requisite; and said party of the first part may put up in or about said premises, such notices, "For Sale," or "To Let," as he shall deem proper, and may enter upon and pass through and over said premises, for the purpose of showing the same to persons wishing to purchase or lease the same. And also, that if the said premises, shall at any time become vacant during the said term, in consequence of the removal of the said party of the second part, for non-payment of rent, by legal process, or any other cause, the said party of the first part shall and may re-enter the same, and use such force for that purpose as the said party of the first part shall think fit, without being liable to any prosecution therefor, and may thereupon treat the said lease as terminated, and re-let the said premises for his own use; or said party of the first part may re-let such premises as the agent of the said party of the second part, applying the avails thereof, first to the expenses that may accrue in re-entering, and then to the payment of the rent due by these presents, and the balance to pay over to the party of the second part; or may hold the party of the second part for any balance remaining due after so applying the proceeds.

COLUMN FOR INSPECTOR'S
REMARKS.

90. Are the files complete? _____

Yes

91. Is the receipt of instructions, etc., promptly and properly acknowledged? _____

Yes

92. What is the condition of the old archives? _____

*There were no old archives
Except old Dispatch, Fee, & Record book*

93. In what form are they kept? Are they arranged in such manner as to be readily accessible? How far back do they extend? _____

*Miscellaneous Record book
Dispatch Book &
Fee Book date back
to 1865*

94. What has been done to improve the condition of the older archives? _____

Nothing

95. If any of the older archives have disappeared, state what has become of them. _____

*Must have been
destroyed by former
Consul*

96. Where are blank forms and stationery kept? _____

*In Cabinet and rear
office*

97. Are copies of requisitions filed with correspondence? Do the requisitions agree with the needs of the office? _____

Yes

90: It is plain that copies of outgoing correspondence and of some incoming are missing here and there in the files. There is no file of registration evidence. There is no way to tell how far back his files of the DAILY and TREASURY DECISIONS go as they were merely stacked up in dusty heaps, without any order. He has no copies of IMMIGRATION REGULATIONS, CHINESE REGULATIONS, NAVIGATION LAWS or INGRAM DIGEST. See suggestions.

92-93: Dept. Instns., more or less complete, bound and indexed 1898-1909. Those for 1910-11-12 could not be found. Misc. Recd. for 1908-1909-bound but not indexed. I found a lot of loose misc. letters recd. in a book, dated 1911-1912. Misc. Sent, very incomplete, 1908-9-10-11 in bundles, no arrangement, not bound or indexed. A despatch book kept from 1865 to 1909. Incomplete. Some despatches still copied in Misc. Record Book. See suggestions.

Nothing since the last inspection, although the matter was then called to his attention and the Department, in their No. 38 of April 3, 1908 specifically instructed him in the matter Dept's instruction quoted in suggestions herewith.

Protected from dust. Little system about it.

He has filed no copies. Has no record at all.

COLUMN FOR INSPECTOR'S
REMARKS.

98. Are stationery and forms misused or wasted?

No

SF

99. Have any forms been signed in blank and thus either given out to interested parties or kept on hand for subsequent use?

No

SF

100. Give a plan of the rooms devoted to public business, showing size and employment.

He had prepared no plan.
The annexed one is mine.

On South side of office
Type writer desk, Cabinet
and book cases
North side roller top
desk, flat desk and
Safe. West end
Gas heater

Rear office stationary
Closet for blank forms
Envelopes & unused
pamphlets, Old record
books, Book Cases,
containing old invoices
etc

Front office used for
business. Rear office
for storing supplies



FURNITURE.

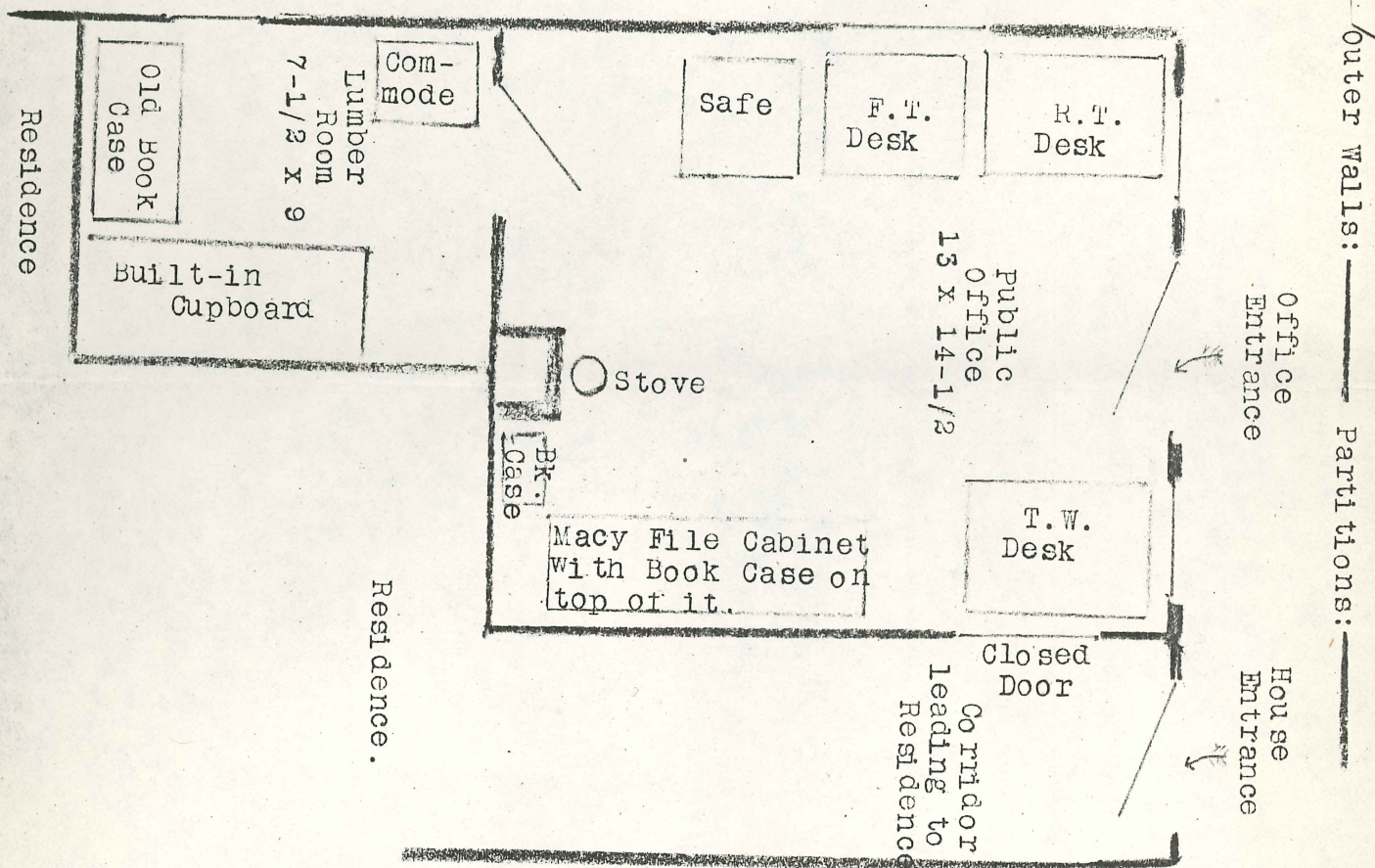
(Unless there is furniture belonging to the Government, the questions under this heading will be omitted at Agencies.)

101. State, by rooms, what furniture there is in the office, and what is its condition.

Front room Roller top desk
flat desk. Typewriter desk
Cabinet, Book cases, Heater
4 Office chairs. Safe
letter press, Typewriter²⁰
Condition good

Flat top desk fair condition.
One swivel chair only fair.
One upholstered easy chair
only fair. Other pieces in
good condition. Rug fair.
Safe old and obsolete but
serviceable. Wood protect a-
gainst fire. Typewriter needs
overhauling.

	COLUMN FOR INSPECTOR'S REMARKS.
98. Are stationery and forms misused or wasted? <i>No</i>	<i>Sr</i>
99. Have any forms been signed in blank and thus either given out to interested parties or kept on hand for subsequent use? <i>No</i>	<i>Sr</i>
100. Give a plan of the rooms devoted to public business,	He had prepared no plan.



FURNITURE.

(Unless there is furniture belonging to the Government, the questions under this heading will be omitted at Agencies.)

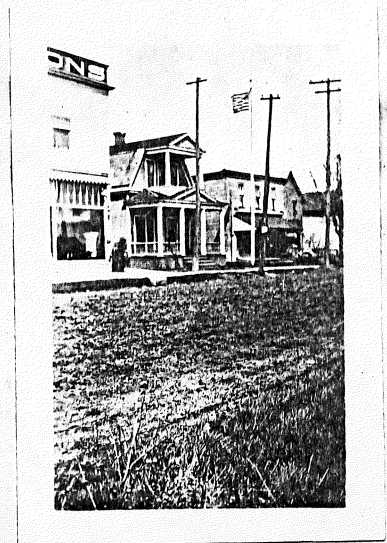
101. State, by rooms, what furniture there is in the office, and what is its condition.

*Front room Roller top desk
flat desk. Typewriter desk
Cabinets Book cases. Heater
4 office chairs. Safe
letter press, Typewriter
Condition good*

Flat top desk fair condition. One swivel chair only fair. One upholstered easy chair only fair. Other pieces in good condition. Rug fair. Safe old and obsolete but serviceable. Wood protect against fire. Typewriter needs overhauling.

COLUMN FOR INSPECTOR'S
REMARKS.

BACK ROOM:
Comode, walnut bookcase
and built in cupboard only
fair condition.



CONSULATE



GENERAL VIEW OF WATER
FRONT AT FORT ERIE
(CONSULATE TO RIGHT OF WHITE BLDG)

102. Give name and individual number of typewriter.

Underwood
No 5 Typewriter
No 219649

SF

103. Have ready for the Inspector a full copy of the Inventory.

Annexed. Exhibit No. 2

COLUMN FOR INSPECTOR'S
REMARKS.

104. If any new furniture has been added to the office since the preceding inspection, state where it is used and whether it has been added to the inventory in the Miscellaneous Record Book.

*In front office
It has been added
to inventory*

S

105. Are the descriptions in the inventory sufficiently clear to identify each article?

Yes

None of the descriptions are complete enough. See suggestions.

106. Are the electric or gas fixtures the property of the Government, and, if so, in what condition are they?

Yes - Good

Old and fly-specked and very dirty. Only fair condition.

107. How does the furniture agree with the articles mentioned in the inventory?

correctly

S

108. Is the furniture suitable for a business office?

Yes

With the exception of a large upholstered sort of chaise longue, which is decidedly not.

109. Is additional furniture needed? If so, what? Give estimate of total cost of each article needed. Can it be advantageously purchased locally, or should it be sent from the United States? At offices in the Tropics state the material best adapted for use in the particular climate.

*Don't need any
furniture*

He has all the furniture that is needed and more than he has room for.