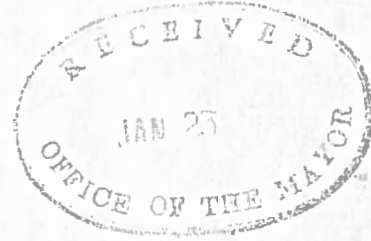


OFFICE OF THE MINISTER



DEPARTMENT
OF
MUNICIPAL AFFAIRS
NOVA SCOTIA



Halifax, Nova Scotia, 22 January 1970

Mr. Allan O'Brien
Mayor of Halifax
City Hall
Halifax, Nova Scotia

Your Worship:

There reached my desk yesterday afternoon a by-law from your City with respect to the purchase of land of one Aaron Carvery.

I had noted, but not read completely a story in the Halifax Mail-Star concerning this and I, therefore, did not approve the by-law immediately. Today's Mail-Star indicates that you have ordered an investigation as to the manner in which Mr. Carvery's agreement to sell to the City was obtained. In view of this I propose not to approve this by-law until such time as I receive assurance that the negotiations with respect to the purchase of this property were conducted in a proper manner.

Yours very truly,

A handwritten signature in cursive script that reads "W. S. K. Jones".

W. S. K. JONES.

WSKJ:ds

Amendments to By-Laws - Seaview Credit Union

MOVED by Alderman Bell, seconded by Alderman Hogan that the following amendments be approved by City Council to the Supplemental By-laws of the Seaview Credit Union:

Section I - Subsection (i) to now read:

- 1 (i) Membership in the Seaview Credit Union shall be open to:
- a) Citizens of Halifax who are acceptable to the Board of Directors;
 - b) In order that the Seaview Credit Union may serve its original purpose of assisting low income people, the Board of Directors shall ensure that no more than 20% of the Membership have an income in excess of \$10,000 per annum

Section 3 to now read:

The Board of Directors shall consist of nine members, one of whom shall be a representative of the City of Halifax and one of whom shall be a representative of the Department of Public Welfare, Province of Nova Scotia.

Section 5 to now read:

The Credit Committee shall consist of five members.

Section 7 to now read:

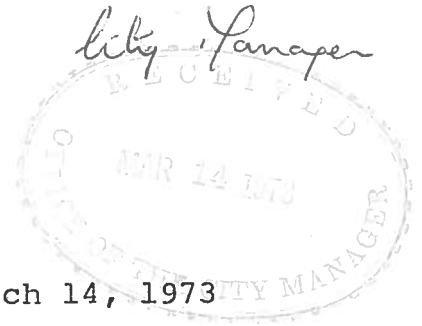
The Supervisory Committee shall consist of five members

Motion passed

*Council
March 15/73*



CITY OF HALIFAX



March 14, 1973

The Honourable William Gillis
Minister of Public Welfare
Province of Nova Scotia
Halifax, Nova Scotia

Dear Mr. Minister:

Re: Seaview Credit Union

I would like to apologize for the delay in answering your letter regarding the Seaview Credit Union but, as you are probably aware, considerable discussion has taken place between staff or your department, the Social Planning Department and the Board of Directors of Seaview Credit Union.

We are in total agreement with the stipulations that you have outlined, with the exception of Number 3 where it has been agreed that the City and the Province should be represented on the Board of Directors of the Seaview Credit Union rather than on the Credit Committee and Supervisory Committee. It is my understanding that this change is agreeable to the staff of your Department.

I am attaching a copy of changes in the By-Laws of Seaview Credit Union which were passed by Committee of the Whole Council on Friday, March 9th and which are being forwarded for Council approval on March 15th.

I certainly appreciate the cooperation that the City has received from your Department in this matter. I sincerely hope that Seaview Credit Union will prove to be a means of combatting poverty and preventing dependency upon high interest rate loan companies or social assistance.

Yours sincerely,

Walter R. Fitzgerald
Mayor

HDC:sf

cc: Mr. C. McC. Henderson

Dr. F.R. MacKinnon

TO: His Worship Mayor Walter R. Fitzgerald
and Members of City Council

FROM: C. McC. Henderson, City Manager

DATE: February 27, 1973

SUBJECT: Seaview Credit Union

On April 2, 1969, City Council, in cooperation with the Province of Nova Scotia, established a loan fund which was to be used to assist in the establishment of the Seaview Credit Union. Supplemental By Laws were also approved by Council (copy attached).

Section I, sub section (ii) stipulates that the supplemental By Laws shall not be amended by the Seaview Credit Union Membership except with the consent of the City of Halifax, by vote of City Council. The Board of Directors of Seaview Credit Union are now seeking to repeal this section so that the By Laws may be amended to any Annual Meeting or advertised General Meeting of the Membership.

Council's approval of the following changes is also being sought:

Section I - Subsection (i) (present By Laws)

Membership in the Credit Union shall be limited to:

- a) persons relocated from Africville by the City of Halifax between June 1964 and September 1967;
- b) staff of the City of Halifax who are members of the Committee of Former Africville Residents;

./.

Recommended Change

1. (i) Membership in the Seaview Credit Union shall be open to:
 - a) Citizens of Halifax who are acceptable to the Board of Directors;
 - b) In order that the Seaview Credit Union may serve its original purpose of assisting low income people, the Board of Directors shall ensure that no more than 20% of the Membership have an income in excess of \$ 10,000 per annum.

(Present By Laws)

3. The Board of Directors shall consist of nine members, one of whom shall be a city staff representative from the Committee of Former Africville Residents admitted to membership under Sect. 1 (i) (b), and one of whom shall be the representative from the Nova Scotia Credit Union League admitted to membership under Sect. 1 (i) (c).

3. Recommended Change

The Board of Directors shall consist of nine members, one of whom shall be a representative of the City of Halifax and one of whom shall be representative of the Department of Public Welfare Province of Nova Scotia.

(Present By Laws)

5. The Credit Committee shall consist of five members, one of whom shall be a city staff representative from the Committee of Former Africville Residents admitted to membership under Sect. 1 (i) (b), and one of whom shall be the barrister admitted to membership under Sect. 1 (i) (c).

5. Recommended Change

The Credit Committee shall consist of five members.

(Present By Laws)

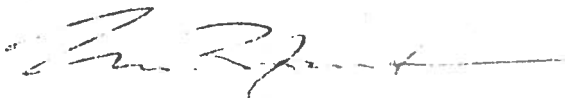
7. The Supervisory Committee shall consist of five members, one of whom shall be a city staff representative from the Committee of Former Africville Residents admitted to membership under Sect. 1 (i) (b), and one of whom shall be the chartered accountant admitted to membership under Sect. 1 (i) (c).

7. Recommended Change

The Supervisory Committee shall consist of five members.

It is recommended that the above mentioned changes be approved by Council.

Respectfully submitted,



C. McC. Henderson
City Manager

HDC:sf

NOVA SCOTIA CREDIT UNION ACT

SUPPLEMENTAL BY-LAWS

SEAVIEW
CREDIT UNION LIMITED

1. (i) Membership in the Credit Union shall be limited to:
 - a) persons relocated from Africville by the City of Halifax between June 1964 and September 1967;
 - b) staff of the City of Halifax who are members of the Committee of Former Africville Residents; and
 - c) a chartered accountant, a barrister, and a representative of the Nova Scotia Credit Union League who, in the opinion of the Board of Directors, demonstrate a genuine interest in the persons eligible for membership under Sect. 1 (i)(a).
- (ii) So long as the Committee of Former Africville Residents has on deposit with Seaview Credit Union Limited at least one-half of the seventy thousand dollars (\$70,000) advanced by the City of Halifax, 12 March 1969, only persons eligible for membership in this Credit Union under Sect. 1 (i) shall be admitted, and this supplementary by-law Sect. (ii) shall not be amended by the Union membership except with the consent of the City of Halifax, by vote of City Council.
2. The minimum instalment on a share shall be one dollar (\$1).
3. The Board of Directors shall consist of nine members, one of whom shall be a city staff representative from the Committee of Former Africville Residents admitted to membership under Sect. 1 (i)(b), and one of whom shall be the representative from the Nova Scotia Credit Union League admitted to membership under Sect. 1 (i)(c).
4. At the first general meeting, nine Directors shall be elected to hold office until the first annual meeting. At the first annual meeting three Directors shall be elected to hold office until the second annual meeting, and three Directors shall be elected to hold office until the third annual meeting, and three Directors shall be elected to hold office until the fourth annual meeting.

At each subsequent annual meeting, Directors shall be elected to replace those retiring, and Directors so elected shall hold office for three years.
5. The Credit Committee shall consist of five members, one of whom shall be a city staff representative from the Committee of Former Africville Residents admitted to membership under Sect. 1 (i)(b), and one of whom shall be the barrister admitted to membership under Sect. 1 (i)(c).
6. The Credit Committee shall be appointed by the Board of Directors in accordance with the provisions of the Act.

7. The Supervisory Committee shall consist of five members, one of whom shall be a city staff representative from the Committee of Former Africville Residents admitted to membership under Sect. 1 (i)(b), and one of whom shall be the chartered accountant admitted to membership under Sect. 1 (i)(c).
8. There shall be meetings of the Board of Directors, the Credit Committee and the Supervisory Committee as required by the Act and the Standard By-Laws and more frequently if the business of the Credit Union warrants it.
9. At annual or special meetings of the members, fifteen (15) members shall constitute a quorum.

C. Rep. Henderson



CITY OF HALIFAX

April 9, 1973



Mr. Kell Antoft,
Acting Director,
The Institute of Public Affairs,
Dalhousie University,
Halifax, N.S.

Dear Mr. Antoft,

Re: Africville Report

I understand from Mr. Henderson, the City Manager, that you are still looking for a reply to your letter of February 21, 1972. This letter had been passed to me for reply, and I had not taken any action on it because, in the interim, the report itself had been already released. I had assumed, therefore, that a reply was not required.

It would be virtually impossible to give precise answers to the questions you have raised. However, I will do the best I can from memory.

During the period the Africville program was underway, we were working on the Central Redevelopment Area, on which Scotia Square now stands, the Uniacke Square Redevelopment Area and Spring Garden Road. Within these areas there were:

1. Central Redevelopment Area - approximately 300 families, with an approximate population of 1,200 people.

Uniacke Square - approximately 900 families with an approximate population of 4,500 people.

Spring Garden South - approximately 100 families, with an approximate population of 500 people.

2. The areas being changed by redevelopment were as previously mentioned, the Central Redevelopment Area, Uniacke Square and Spring Garden South. The approximate areas of land in each instance were 35 acres, 80 acres and 4 acres respectively.

3. Families which were displaced by redevelopment were, in the case of home owners, compensated for the loss of their home and in all cases offered decent, safe and sanitary housing accommodation, at rentals which they could afford.

Some assistance was given in moving costs, if this was necessary and, of course, any families which qualified for social assistance, were given this assistance.

4. We always negotiated for the acquisition of properties, prior to expropriation. I would guess that 99 per cent of the acquisitions which took place within the three areas concerned, were settled by negotiation and the remaining one per cent were settled by the courts.

Because of the very difficult legal problems involving title and, in particular, legal descriptions of properties acquired by the City, the City expropriated the properties after they had been acquired. In effect, the City expropriated from itself, in order to ensure that there was no clouding of title, which would detract from reuse.

I had previously indicated that the bulk of the settlements were achieved by negotiation. Most of these negotiations took place prior to any expropriation action by the City, but there were cases where we had to expropriate, in order to acquire immediate possession of the properties. Even in these cases, almost all settlements were made before they reached the courts.

5. All three of the projects were tied into public housing projects. While acquisition and clearance was taking place, we were proceeding with construction of Mulgrave Park, Westwood Park, the Uniacke Square Public Housing Project and several senior citizens buildings.

Uniacke Square, which is still underway, is being helped by the Carson Street Project in Spryfield, which has recently come to completion and will be further helped by three high-rise senior citizens buildings, presently under construction. Approximately 2,000 units of public housing, of all sorts, will have been completed during the redevelopment program.

6. The Stevenson Report was undoubtedly the element which crystallized the City's intention to proceed with redevelopment in Halifax. Professor Stevenson, both personally and in his report, succeeded in bringing attention to the completely unsatisfactory housing conditions which existed in Halifax at that time (many such conditions still exist).

The essential difficulty with the Stevenson Report was that it did not deal specifically with implementation of his proposals. Frankly, the report which lead to simultaneous approval of the acquisition and clearance of the Central Redevelopment Area and construction of Mulgrave Park was written by a committee of Council, with a lot of guidance from C.M.H.C. The full impact of the Stevenson proposals was not felt until the establishment of the Development Department, as the implementing agency.

Once again, I apologize for the long delay in replying to your letter but, as I mentioned earlier, I had thought it was unnecessary in light of the fact that the report was already released and in addition, I have been absent from the office, for a considerable period of time due to illness, over the past few months.

Yours very truly,



R.B. Grant,
Director of Development

RBG:LLeB



RECEIVED
 JAN 22 1973
 OFFICE OF THE CITY MANAGER
 IC → AWC
 22/1/73
 Feb 20
 Ho. 20
 Apr. 15

TO: Mr. C. McC. Henderson, City Manager
 FROM: A. W. Churchill, Supervisor - Real Estate
 DATE: January 19, 1973
 SUBJECT: Africville Relocation Report

1. FOLLOW UP
2. FOLLOW UP
3. FOLLOW UP
4. COMPLETION DATE

This refers to your memo of January 15 and attached letter from Kell Antoft. While we have not been able to find any letter from Mr. Grant to Mr. Antoft, I am quite certain that he had some considerable discussion with the authors of the report. I attach a copy of a letter from Guy Henson to Mr. Grant, dated August 7, 1972 which accompanied a copy of the finished report. Mr. Henson's handwritten comment seems to indicate that Mr. Grant had in fact provided the requested help. Hopefully at this point in time, we can consider the matter dealt with (?).

A. W. Churchill
 A. W. Churchill
 Supervisor
 Real Estate Division

AWC:mn
 attachment

I'm afraid not. K. Antoft called me this other day asking for a reply + the extra copy of his letter was provided by him at my request.

Jan 22/73

*Jan 22 - Originals to RBC
 as none could be expected
 to read these copies readily - 11
 a date*

February 21, 1972

Mr. Cyril Henderson
Manager
City of Halifax
City Hall
Halifax, N. S.

Dear Mr. Henderson:

The authors of the Africville Relocation Report are completing the final revision prior to public release of the document. One of the points they would like to emphasize is that the Africville relocation was only a small segment of the larger urban renewal scheme in the City of Halifax. In a November 1971 letter to the Institute of Public Affairs Bob Grant noted:

"Africville represented approximately 3 per cent to 10 per cent of the persons affected by approved urban renewal schemes in the City of Halifax during the relocation years. There were about 400 people affected in Africville as compared to between 4,000 - 5,000 people in other projects."

The authors would like to elaborate Mr. Grant's observations and would appreciate it if you could forward the following information to us.

1. Is it possible to give us the exact number or a close approximation of people moved in urban renewal schemes in Halifax? Could the number of people be listed by year?
2. In a wide area being covered by urban renewal and how many people moved from these areas, and where was their destination?
3. What types of assistance, if any, were made available to the relocations?

Mr. Cyril Henderson

2

4. What legal procedures were used to complete the acquisition of the land; for example, was the land expropriated or were individual negotiations carried out?
5. How were these urban renewal schemes linked to the development of public housing in Halifax?
6. What factors crystallized the emergence of the urban renewal schemes in Halifax? For example, the knowledge presented by the Stevenson report, or the establishment of the Development Office at City Hall?

As we are under pressure to complete the revision of the report, we would deeply appreciate it if the answers to the above questions could be forwarded in the near future.

Yours sincerely,

Neil Inceff
Acting Director

c. c. to Professor Dennis Magill
Dr. Donald H. Clairmont



THE INSTITUTE OF PUBLIC AFFAIRS
DALHOUSIE UNIVERSITY, HALIFAX CANADA



August 7, 1972

Mr. Robert Grant
Director
Development Department
City of Halifax, City Hall
Halifax, Nova Scotia

Dear Mr. Grant:

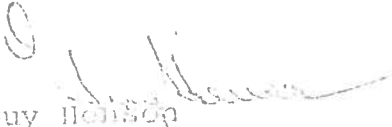
We have pleasure in sending to you the accompanying complimentary copy of AFRICVILLE RELOCATION REPORT, written by Dr. Donald H. Clairmont, Dalhousie University, and Dennis W. Magill, University of Toronto, and published recently by the Dalhousie Institute of Public Affairs. The report has issued from a study commissioned by the Nova Scotia Department of Public Welfare, with the support of the Department of National Health and Welfare.

Africville, a century-old Black community within the city of Halifax, was inhabited by approximately four hundred people when the widely publicized relocation program began in 1964. The community had attracted national and international notice, there was broad public interest in its plight, and it was important that Africville and its relocation be studied and evaluated.

The resultant publication is an important contribution to the literature of relocation, useful alike to the citizen, the public administrator, and the social scientist. At the same time, it is an interesting treatment of a significant part of our social history. It is one of a series of studies, conferences, and publications intended to facilitate change by illuminating social conditions.

McClelland and Stewart Ltd. have scheduled for publication in 1973 a book derived from the REPORT. In the meantime, we are pleased to make available to you a copy of the complete official report, including appendices.

Again with thanks for your co-operation and interest
Yours very sincerely,


Guy Henson
Director

B/F Jan 27/73

Mr. A. W. Churchill, Supervisor, Real Estate

C. McC. Henderson, City Manager

January 15, 1973

Attached is a copy of a letter dated February 21st, 1972 (!) from Hall Antoft. I believe I forwarded this letter shortly after its receipt to Mr. Grant for the preparation of a suitable reply. It appears that this was not done.

Would you please follow up on this matter as soon as conveniently possible.

C. McC. Henderson
City Manager

CMcCH/H.

Mayor Walter Fitzgerald,
City of Halifax,
Halifax, Nova Scotia



Your Worship:

RE: SEAVIEW CREDIT UNION

At the Annual General Meeting of the Seaview Credit Union in July, 1972, a new President, vice-President and Board was elected to serve a term in office. Desirous of doing the best possible job in carrying out our duties we have taken the opportunity to examine the documents upon which the Credit Union functions as an incorporated body and are reporting our findings and our concerns to you.

In the interest of time we shall avoid recalling the details of the mechanics involved in launching the Credit Union in 1969. The thrust of this paper is directed toward drawing attention to important matters relating to the operation of this Credit Union since 1969.

The By-Laws clearly establishes:

- (1) The Conditions determining who can become members;
- (2) Who shall be eligible to sit as Board Members;
- (3) The necessary procedure to follow in dealing with amendments.

Against this background there has proceeded from the Annual General Meeting of February 1971 two very important pieces of Credit Union business which was adopted by the membership.

One item of business was aimed at broadening membership representation beyond the limiting factors written into the 1969 by-law. The other item, it appears, was designed to re-inforce the Credit Union against any further bad management practices.

FROM THE MINUTES OF THE 1971 MEETING
Motion

It was moved by Alexa McDonough, Seconded by Yvonne Carvery, that Section 1, subsection (B) of Supplemental By-Law 1 which reads:

- (1) membership in the Credit Union shall be limited to --(B) Staff of the City of Halifax who are members of the Committee of former Africville residents. Be amended to read:

One Staff representative on each of the Board of Directors
The Credit Committee and Supervisory Committee as

provided for in Supplementary By-Laws 3-5-7-- motion carried.

MOTION

It was moved by Yvonne Carvery, Seconded by Percy Carvery, that Supplemental By-Law 1 Section 1 Sub-Section (a) reading -- that membership in the Credit Union be limited to:

- (a) Persons relocated from Africville by The City of Halifax between June 1964 and September 1967, be amended simply to read (a) former residents of Africville

MOTION CARRIED

It was not until July, 1972 at the next Annual Meeting that the matter of a broader membership representation was dealt with resulting in a new Board of Directors.

No one offered to serve in the capacity of City representatives on the new Board as provided for at the 1971 meeting. To date these positions remain vacant. What this action represents is not clear insofar as this board is concerned. Governing all of these transactions is the Supplemental By-Law of the Credit Union Act which stipulates that Amendments must have the consent of the City of Halifax by a vote of City Council.

To date we have no information of what the City has done. A check with the Registrar of Joint Stock Companies discloses that no record of any business relating to the Seaview Union since 1969.

Because of these circumstances, the new Board finds itself in a precarious position. The weight of this kind of evidence leads us to speculate as to the function of the past Credit Union administration and whether the present administration is expected to be a replica of the earlier model.

We are fully aware that this Credit Union is an exclusive creation of the City of Halifax and the Provincial Government and of course does have the right to dissolve this arrangement whenever these funding bodies so chooses. Unfortunately, the people it was designed to help ~~HAD~~ little or no opportunity to help with the building of the structure that would best serve their needs. The price of involvement for many has been utter confusion, uncertainty and frustration all of this coupled to mis-leading rumors about their Credit Union.

We do sincerely believe that this Credit Union can get back on a sound financial footing. We do believe that the funding bodies intended for it to succeed. We are sure that without the implementation of sound practises we cannot succeed in operating a business.

A clarification of this boards role in the scheme of things is essential. Included in what is referred to here as Sound Practices is a meeting as soon as possible to negotiate a working arrangement, satisfactory to both the City and the Province in connection with the future of the Seaview Credit Union. Meanwhile, we ask a temporary stay of all matters pertaining to the Seaview Credit Union that may have been under consideration prior to this writing.

Yours sincerely,

Arthur A. Dixon, President,
Seaview Credit Union,
Hammonds Plains Road,
R R # 1,
Halifax County, Nova Scotia

c c J. William Gillis,
Minister of Public Welfare

Mr. H. D. Crowell,
City Social Planning Dept

C. Mc Henderson,
City Manager,

T. M. MacIntyre,
President,
N.S. Credit Union League

C. M. C. H.

4DC

Some time ago I noted a change in the Credit Union Act. When this was brought to the attention of the Legal Dept., they were concerned about some of the implications involved.

Just as a meeting was to be set up, Mr Crowell went on holidays & the affair was adjourned.

A recent inquiry on my part in ^{the} Legal Dept revealed that nothing had

changed or been done to
their knowledge. All I got
out of Social Planning
was that someone had
talked to the Premier about
it.

Has anything been done
about Seaview Credit Union
Car I forget about the
matter? DP

S/O Aug 7/72

Mrs. Contance R. Glube, Acting City Solicitor

D. Quinn, Administrative Assistant

July 20, 1972

Amendments to the Credit Union Act

Attached please find a copy of an Act to Amendment Chapter 69 of the Revised Statutes, 1967, the Credit Union Act. While I am sure that the Legal Department has already received this document, I am forwarding it so that you will see the full extent of this matter with which I am familiar.

It is my understanding that the major change contained in this revision is that accounts on which no payments have been made in the last year henceforth must be regarded as uncollectable and written off. If this is the case, this could have severe impact on the Seaview Credit Union.

I would appreciate your comments with respect to this matter and any other significant amendments which may be contained in this Revised Statute.



D. Quinn
Administrative Assistant

DQ/cs

Attachment

ADDRESS REPLY TO:
REGISTRAR OF CREDIT UNIONS
P. O. BOX 998
HALIFAX, N. S.



REGISTRAR OF CREDIT UNIONS
NOVA SCOTIA

July 18, 1972

Mr. Douglas Quinn
Administrative Assistant to the City Manager
P. O. Box 1670
Halifax, Nova Scotia

Dear Mr. Quinn,

As requested in your letter of May 30th we are enclosing
amendments to Chapter 69 of the Revised Statutes 1967, the
Credit Union Act.

Yours very truly,

R. R. Porter
per q-ed
R. R. Porter
Registrar of Credit Unions

/gw

1972

CHAPTER 28

1

An Act to Amend Chapter 69 of the Revised Statutes, 1967, the Credit Union Act

(Assented to the 15th day of May, A.D. 1972)

Be it enacted by the Governor and Assembly as follows:

1 Subsection (2) of Section 40 of Chapter 69 of the Revised Statutes, 1967, the Credit Union Act, is amended by striking out the word "two" in the second line thereof and substituting therefor the word "five".

2 Section 46 of said Chapter 69 is repealed and the following substituted therefor

46 (1) No loan shall be made to a director, officer, member of the credit committee, member of the supervisory committee or employee in excess of the value of his shares and deposits and accumulated earnings assigned as security to the credit union and the market value of any stocks or bonds or securities of the Government of Canada or Nova Scotia, held by him and so assigned, except upon a majority vote of the credit committee, the person applying for the loan not being present when the vote is taken.

(2) Where a loan is made to a director, officer, member of the credit committee, member of the supervisory committee or employee of the credit union, the chairman or a member of the credit committee shall report the making of the loan at the meeting of the Board next following the making of the loan.

3 (1) Clauses (a) and (b) of subsection (1) of Section 53 of said Chapter 69 are repealed and the following substituted therefor:

(a) if the credit union is not a member of the League, set aside in a guaranty fund against uncollectible loans and losses not less than ten per cent of its gross income for the year unless the guaranty fund is then equal to not less than one and one-half per cent of the outstanding loans of the credit union after all uncollectible loans have been written off against the guaranty fund; or

(b) if the credit union is a member of the League,

(i) set aside in a guaranty fund against uncollectible loans and losses not less than eight per cent of its gross income for the year or such additional amount as may be authorized at the annual general meeting unless the guaranty fund is then equal to not less than one and one-half per cent of the outstanding loans of the credit union after all uncollectible loans have been written off against the guaranty fund; and

(ii) set aside and pay to the League, to be credited to the Nova Scotia Credit Union Stabilization Fund, not less than two per cent of the gross income of the credit union for the year.

(2) Said Section 53 is further amended by renumbering subsection (4) as subsection (6) and by inserting immediately after subsection (3) the following subsections:

(4) In this Section "uncollectible loan" means a loan upon which no payment on account of principal or interest has been made during a fiscal year.

(5) Where a loan has been written off against the guaranty fund and the loan or interest on it or any part of the loan or the interest is subsequently recovered by the credit union the amount so recovered shall be placed in the guaranty fund.

4 Said Chapter 69 is further amended by adding immediately after Section 59 the following Section:

59A Where a credit union has been dissolved and all creditors have been paid and all members whose addresses are known have been paid the full value of their shares and deposits plus an allowance not exceeding six per cent any undistributed sums of money that represent the shares or deposits of members whose whereabouts are unknown shall be paid into the Nova Scotia Credit Union Stabilization Fund on the condition that any sum so paid shall be paid to any person who establishes a right to it.

HDC

Mr. Henderson



TO: Mr. Harold Crowell, Director of Social Planning 1 FOLLOW UP

FROM: Mayor Walter R. Fitzgerald 2. FOLLOW UP

DATE: January 30, 1973. 3. FOLLOW UP

SUBJECT: Re: Seaview Credit Union. 4. COMPLETION DATE

I am attaching hereto a letter and attachments from the Honourable William Gillis, Minister of Public Welfare, dated January 25, 1973, re the Seaview Credit Union.

His letter outlines suggestions and procedure for re-opening the matter of the \$50,000 advance from the Province of Nova Scotia.

In view of our meeting on January 12th, I would appreciate it if you would examine this matter and the Minister's proposals and draft a letter for me to the Minister.

WR

WALTER R. FITZGERALD
MAYOR

/EHJ
Encl.

✓ CC. Mr. C. McC. Henderson.
Attachments to Mr. Crowell.



MINISTER OF PUBLIC WELFARE
NOVA SCOTIA



January 25, 1973

Dear Mr. Mayor:

RE: Seaview Credit Union

I am advised by my Deputy Minister that he has had discussions with your Social Planner, Mr. Harold Crowell, regarding the future of the above Credit Union.

The steps leading up to the present situation were outlined by Mr. Crowell in a letter dated October 6, 1972 to my Executive Assistant, Mr. Rickey MacDonald, a copy of which is attached.

Originally, an advance of \$50,000. was made to the City of Halifax to facilitate the financing of this project. A copy of the relevant correspondence, dated March 5, 1969, is also attached. The advance was recalled; copies of the correspondence with Mr. Crowell and the financial statement are enclosed.

The whole issue is now re-opened, as far as the Province is concerned, and it is being suggested that the Province and the City undertake to try once again to make the project work more successfully. I understand that in view of our recall of the advance, the City has \$70,000. invested in the Credit Union; i.e. \$50,000. which we originally agreed to advance and later recalled and \$20,000. of City funds.

/2.....

It is our considered view that the idea is sound. The problem, of course, is to translate the idea into a practical reality so that the Seaview Credit Union has some hope of success as a functionally accepted Credit Union.

We are therefore prepared to renew our advance to the City with the following stipulations:

(1) The extension of license to the Seaview Credit Union will be for three months from whatever date we agree to start the new approach.

Too Short

(2) It must be clearly understood that at the end of the three months the financial affairs of the Seaview Credit Union will be acceptable to the Chief Inspector and Registrar of Credit Unions, Province of Nova Scotia. If the financial affairs are not acceptable, we will not intervene in respect to requesting an extension of registration for the Credit Union.

(3) The City and the Province should be represented on the Board of Directors, on the Credit Committee responsible for determining loans, and on the Supervisory Committee who ensure that all loans granted meet the requirements of the Act. The nature of the representation should be decided by discussion between my Deputy Minister and whomever you designate.

(4) Having met these conditions, we will take our chances along with the City in respect to making the project function successfully and, of course, in respect to financing. If, for example, the Association is terminated for any reason, the equity will be divided between the Province and the City on a 5-2 basis which is the proportion of our funding in the project.

THIS SEEMS
TO SAVE OUR
BACON!

I would appreciate having your reaction to these proposals.

Yours sincerely,

Bill Gillis

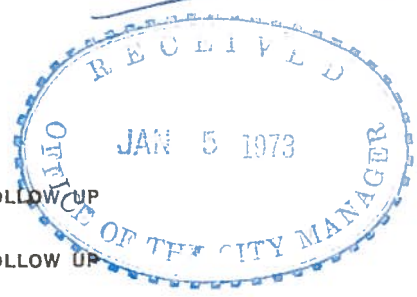
William Gillis

His Worship
Mayor Walter Fitzgerald
Mayor of Halifax
HALIFAX, N. S.

Attachments

MW pls ask EHS to
advise Mayor

Mr Henderson



TO: Mr. H. D. Crowell, Director of Social
Planning
FROM: Mayor Walter R. Fitzgerald
DATE: January 5, 1973.
SUBJECT:

- 1. FOLLOW UP
- 2. FOLLOW UP
- 3. FOLLOW UP
- 4. COMPLETION DATE

I have received your letter of December 20, 1972, concerning the Seaview Credit Union and I am pleased to learn that the attendance and attitude has improved. This in itself seems to indicate that the Credit Union should not cease to operate.

With this in mind I have reviewed the suggestions made by the Manager, and if they are acceptable to the Board I will add my support to the cause. If the suggestions are not acceptable, I would suggest you arrange a meeting between the Board, the Manager and myself, to discuss the situation.

Since writing the above, Mr. Arch Dixon called the office and Miss Jamieson gave him an appointment for Tuesday morning, January 9, at 9:30 a.m., my office. He said the appointment was to discuss the Seaview Credit Union. I would appreciate it if you were available to attend this appointment.

WALTER R. FITZGERALD
MAYOR

WRF/EHJ

CC. Mr. C. McC. Henderson, City Manager.

Note the appointment in my office on January 9th. If you think the matter is of sufficient importance at this time to warrant your attendance, please come. Otherwise Mr. Crowell will advise you of the outcome of the meeting.

W.R.F.

I do not have

OTHER COMMITMENTS

REGRETS!

Office of Social Planner
City Hall
Halifax, Nova Scotia



Area Code 902
Tel. 425-6000
Loc. 241 - 245

CITY OF HALIFAX

December 20, 1972

His Worship
Mayor Walter R. Fitzgerald
City Hall
Halifax, Nova Scotia

Dear Mayor Fitzgerald:

The Board of the Seaview Credit Union in conjunction with the Social Planning Department has been reviewing the operations of the credit union in the past six months. They have noted that a treasurer from the community is presently being trained and is prepared to continue her training and treasury work. The Board also notes that they have been meeting on a regular basis with good attendance. This represents a much improved attitude toward the credit union than was evident a year ago.

The Board is concerned that the credit union not be closed out. I met recently with the City Manager and he suggested that we proceed along the following lines:

1. That the City of Halifax request the Province to continue their loan of \$ 50,000.00 to the Seaview Credit Union interest free for a period of ten years from the date of establishment of the Credit Union and thereafter for a subsequent ten years at an increasing interest rate starting at 2% in the 11th year and increasing 1% each year thereafter to a maximum of 10%.
2. That the City of Halifax continue the loan of \$ 20,000.00 subject to the same conditions.

./.

3. That the Credit Union membership be opened up to other low income groups.
4. That, if the Province does not agree to the foregoing recommendations that the City recall its loan.

In order that you might understand the unique nature of the Seaview Credit Union the attached brief outline of the history of the Credit Union, as well as some of the factors that have affected its operation, has been prepared.

Yours truly,



H. D. CROWELL
Social Planner

HDC:sf
Encl.



PROVINCE OF NOVA SCOTIA



TEL. ~~422-7341~~ BR. 384
424-4317

CREDIT UNION INSPECTION
DEPARTMENT OF PROVINCIAL SECRETARY

P. O. BOX 998
HALIFAX, N. S.

December 14, 1972

Mr. Cyril Henderson
City Manager
P. O. Box 1670
Halifax, Nova Scotia

Dear Mr. Henderson,

Enclosed is a copy of the latest inspection report covering the operations of the Seaview Credit Union Limited carried out by this department as at December 5, 1972.

Yours truly,

J. L. Viau

J. L. Viau *per g. w.*
Inspector of Credit Unions

/gw
Encl.

Mr. Arch Dixon, President
Seaview Credit Union Limited
No. 1, Mansons Plains
Halifax County, Nova Scotia

cc Nova Scotia Credit Union League

Mr. W. L. McLellan
Dept. of Public Welfare
Province of Nova Scotia

Mr. Cyril Henderson
City Manager
City of Halifax

INSPECTION REPORT

..... Seaview CREDIT UNION LIMITED
As at December 5 19.77.
covering the period
From July 8 19.77.
To December 5 19.77.
Inspector J. L. Viau

GENERAL RATING

The four items listed below are considered to be factors in the operation of a credit union. Each factor should first be considered independently. The following numerical ratings are to be used:

Good 1 Fair 3
Satisfactory 2 Poor 4

RATING

A. Maintenance of Records: 4
B. Collection of Loans: 4
C. Growth & Development: 4
D. Interest of officials: 4
Total of ratings 16
Adjective ratings POOR

Adjective ratings should be determined from the total of numerical ratings as follows:

4 Good 9 to 12 Fair
5 to 8 Satisfactory 13 or more Poor

GENERAL EXAMINATION AS AT December 3, 1972

CASH

1. Have all receipts and disbursements been properly recorded and promptly posted?
..... no
2. Is cash deposited in the bank forthwith as received?..... no
3. Is the cash on hand properly safeguarded?..... yes
4. Where is bank account maintained?..... League
5. Did verification of cash on hand and in the bank disclose any irregularities?..... over \$40.00
6. Are bank balances reconciled each month and are reconciliations on hand?.... yes
7. Was financial statement prepared monthly?..... yes
8. Were balances of general ledger found correct and was financial statement in agreement with general ledger?..... general ledger not posted since August 1972
9. Are member ledger accounts (Shares, Deposits, Checking, Loans) balanced Monthly?..?
10. Were all disbursements made by cheque or proper cash voucher?..... yes
11. If funds are deposited with the Nova Scotia Credit Union League or other depositories, are suitable records kept of same?..... yes
12. Is guaranty fund kept separate and intact?..... yes How Invested?..... League

INVESTMENTS

13. Did the verification of investments as shown by the records disclose any irregularities?... no
14. Were all investments authorized by the Board?..... yes
15. Were all investments made in accordance with the Act?..... yes
16. Are all securities properly recorded?..... yes
17. Are all securities properly safeguarded and held in joint custody?..... yes
18. Securities examined:—

| <u>Name</u> | <u>Rate</u> | <u>Maturity</u> | <u>Par Value</u> | <u>Book Value</u> | <u>Remarks</u> |
|---------------|-------------|-----------------|------------------|-------------------|----------------|
| League Shares | (1) | | \$10.00 | \$10.00 | Reg. |

DETAILS OF IRREGULAR LOANS

| No. Pass Book | Name | Original Loan | Unpaid Balance | Comments |
|------------------|------|------------------|-------------------|----------|
|------------------|------|------------------|-------------------|----------|

-see attached list-

DETAILS OF DELINQUENT LOANS

| Pass Book No. | Name | Original Loan | Date | Unpaid Balance | Last Payment On Principal | Shares or Deposits |
|------------------|------|------------------|------|-------------------|---------------------------------|-----------------------|
|------------------|------|------------------|------|-------------------|---------------------------------|-----------------------|

-see attached list-

IRREGULAR LOANS

| Book No. | Name | Original Loan | Date | Unpaid Balance | Last Payment Date | Shares |
|----------|---|---------------|----------|----------------|-------------------|--------|
| 1 | Lloyd Farrell (loan improperly secured) | 600.00 | July/69 | 557.80 | Feb./70 | 5.50 |
| 3 | George Grant Sr. (loan improperly secured) | 1500.00 | June/69 | 1100.15 | Apr./71 | 5.00 |
| 6 | Clarence Carvery Jr. (no security; no note on file) | 1500.00 | Aug./69 | 1426.79 | Jan./70 | 5.50 |
| 7 | Kenneth Cassidy (no security; no note on file) | 500.00 | June/69 | 480.02 | Oct./70 | 1.00 |
| 9 | Evelyn Dixon (no security; no note on file) | 500.00 | June/69 | 463.29 | June/70 | 5.50 |
| 10 | Clarence Carvery Sr. (no proper note on file) | 692.93 | Sept./69 | 643.23 | Feb./70 | 5.50 |
| 11 | Daisy Carvery (no proper note on file) | 1402.02 | Nov./69 | 1367.91 | Feb./70 | 27.50 |
| 17 | Alice Carvery (loan improperly secured) | 750.00 | Dec./69 | 726.67 | Apr./70 | 1.00 |
| 24 | Ernest Flint (no security; no note on file) | 200.00 | June/71 | 188.81 | Sept./71 | 5.00 |
| 27 | Harry Carter (loan improperly secured) | 1500.00 | June/69 | 1249.34 | July/70 | 5.50 |
| 29 | Leonard Dixon (loan improperly secured) | 1500.00 | July/69 | 1243.94 | Oct./70 | 1.00 |
| 41 | Melton Parris (no security; no note on file) | 250.00 | July/69 | 209.85 | Aug./70 | 5.50 |
| 45 | Bertha Mantley (loan improperly secured when issued) | 700.00 | Sept./69 | 471.92 | Oct./70 | 5.50 |
| 46 | Stanley Dixon (note not signed by member; signed by Mrs. Stanley Dixon only) | 500.00 | Nov./69 | 500.00 | --- | 2.00 |
| 49 | Arnold Howe (loan improperly secured) | 1500.00 | Sept./69 | 1261.87 | Apr./70 | 5.50 |
| 51 | Madeline Wilkes (co-signer re loan account #52) | 900.00 | Sept./69 | 749.52 | July/70 | 5.50 |
| 52 | Dora Dixon (co-signer re loan on account #51) | 1500.00 | Sept./69 | 1304.41 | Mar./70 | 5.50 |
| 60 | Eric Downey (no security; no note on file) | 500.00 | Oct./69 | 495.35 | Mar./70 | 5.50 |
| 61 | John Tolliver (no security; no note on file) | 1500.00 | Oct./69 | 1500.00 | --- | 1.00 |
| 63 | Victor Carvery (no security; no note on file) | 700.00 | Oct./69 | 700.00 | --- | 5.50 |
| 67 | Marion Johnson (no security; no loan application or note on file) | 1500.00 | Nov./69 | 1361.97 | Mar./71 | 5.50 |
| 72 | Wennison Byers (loan improperly secured) | 1000.00 | Dec./69 | 907.88 | July/70 | 5.50 |
| 79 | Thelma Clayton (loan improperly secured) | 1000.00 | Dec./69 | 787.55 | Mar./71 | 5.50 |
| 42 | Nolan Carvery (no security; no note on file) | 1250.00 | Dec./70 | 761.71 | Nov./72 | 5.31 |

Delinquent Loans

| Book No. | Name | Original Loan | Date | Unpaid Balance | Last Payment date | Shares |
|----------|---|---------------|----------|----------------|-------------------|--------|
| 1 | Lloyd Farrell | 600.00 | July/69 | 557.80 | Feb./70 | 5.50 |
| 3 | George Grant Sr. | 1500.00 | June/69 | 1100.15 | Apr./71 | 5.00 |
| 4 | Gloria Grouse | 1500.00 | Sept./69 | 1311.85 | Apr./71 | 1.00 |
| 6 | Clarence Carvery Jr. | 1500.00 | Aug./69 | 1426.79 | Jan./70 | 5.50 |
| 7 | Kenneth Cassidy | 500.00 | June/69 | 480.02 | Oct./70 | 1.00 |
| 9 | Evelyn Dixon (last payment on interest only) | 500.00 | June/69 | 463.29 | June/70 | 5.50 |
| 10 | Clarence Carvery Sr. | 692.93 | Sept./69 | 643.23 | Feb./70 | 5.50 |
| 11 | Daisy Carvery | 1402.02 | Nov./69 | 1367.91 | Feb./70 | 27.50 |
| 12 | Myrtle Carvery (last payment on interest only) | 200.00 | July/69 | 153.90 | July/70 | 1.00 |
| 17 | Alice Carvery | 750.00 | Dec./69 | 726.67 | Apr./70 | 1.00 |
| 18 | Barry Cain | 500.00 | Sept./69 | 383.56 | May/70 | 1.00 |
| 21 | Evelyn Thompson | 752.75 | Nov./69 | 632.91 | June/70 | 16.50 |
| 24 | Ernest Flint | 200.00 | June/71 | 188.81 | Sept./71 | 5.00 |
| 25 | Laura Howe | 500.00 | Nov./69 | 396.06 | Aug./70 | 1.00 |
| 26 | Rose Grant | 500.00 | Aug./69 | 410.92 | Apr./71 | 5.25 |
| 27 | Harry Carter | 1500.00 | June/69 | 1249.34 | July/70 | 5.50 |
| 29 | Leonard Dixon | 1500.00 | July/69 | 1243.94 | Oct./70 | 1.00 |
| 34 | Dora M. Farrell | 500.00 | Nov./69 | 495.25 | Mar./70 | 6.55 |
| 35 | Stanley Carvery | 1500.00 | Oct./69 | 1352.22 | Oct./70 | 1.00 |
| 36 | Evelina Tolliver | 300.00 | Aug./69 | 82.75 | Apr./70 | 5.50 |
| 38 | Laura Black | 100.00 | Oct./69 | 75.40 | Feb./70 | 5.50 |
| 39 | Wilfred Jackson | 100.00 | Sept./69 | 43.73 | July/70 | 5.50 |
| 40 | Cyril Cassidy | 100.00 | Nov./69 | 50.73 | Mar./71 | 5.50 |
| 41 | Melton Parris | 250.00 | July/69 | 209.85 | Aug./70 | 5.50 |
| 43 | Francis Cain | 500.00 | July/69 | 348.99 | July/70 | 5.50 |
| 45 | Bertha Mantley | 700.00 | Sept./69 | 471.92 | Oct./70 | 5.50 |
| 46 | Stanley Dixon | 500.00 | Nov./69 | 500.00 | --- | 2.00 |
| 47 | Kathleen Parris | 100.00 | Dec./69 | 29.66 | Oct./70 | 1.00 |
| 49 | Arnold Howe | 1500.00 | Sept./69 | 1261.87 | Apr./70 | 5.50 |
| 50 | Grace Byers | 1500.00 | Sept./69 | 1034.09 | Mar./71 | 5.00 |
| 51 | Madeline Wilkes | 900.00 | Sept./69 | 749.52 | July/70 | 5.50 |
| 52 | Dora Dixon | 1500.00 | Sept./69 | 1304.41 | Mar./70 | 5.50 |
| 53 | Carl Marsman | 1200.00 | Sept./69 | 1124.76 | July/70 | 1.00 |
| 54 | Matilda Newman | 300.00 | Dec./69 | 217.54 | Oct./70 | 5.50 |
| 55 | Herman Beals | 500.00 | Oct./69 | 457.85 | Apr./70 | 1.00 |
| 56 | Helena Parris | 500.00 | Dec./69 | 500.00 | --- | 1.00 |
| 57 | Edward Carvery | 500.00 | Sept./69 | 474.64 | Feb./70 | 1.00 |
| 58 | Percy Carvery | 1500.00 | Oct./69 | 1180.26 | Sept./70 | 16.50 |
| 59 | Herman Peterson | 500.00 | Oct./69 | 415.75 | Oct./70 | 5.06 |
| 60 | Eric Downey | 500.00 | Oct./69 | 495.35 | Mar./70 | 5.50 |
| 61 | John Tolliver | 1500.00 | Oct./69 | 1500.00 | --- | 1.00 |
| 62 | Arthur Marsman | 1500.00 | Oct./69 | 1443.82 | Mar./71 | 5.50 |
| 63 | Victor Carvery | 700.00 | Oct./69 | 700.00 | --- | 5.50 |
| 65 | Charles Mantley | 1500.00 | Nov./69 | 1500.00 | --- | 5.50 |
| 66 | Morton Flint | 1500.00 | Nov./69 | 1389.50 | May/70 | 5.50 |

| Book No. | Name | Original Loan | Date | Unpaid Balance | Last Payment date | Shares |
|----------|---------------------|---------------|---------|----------------|-------------------|--------|
| 67 | Marion Johnson | 1500.00 | Nov./69 | 1361.97 | Mar./71 | 5.50 |
| 68 | Debbie Dixon | 500.00 | Nov./69 | 464.42 | Apr./70 | 5.50 |
| 69 | Patricia Wesley | 100.00 | Nov./69 | 51.00 | May/70 | 5.50 |
| 70 | George A. Grant Jr. | 1500.00 | Nov./69 | 1425.66 | June/70 | 5.50 |
| 71 | Vera Carter | 600.00 | Dec./69 | 527.83 | Aug./70 | 5.50 |
| 72 | Wennison Byers | 1000.00 | Dec./69 | 907.88 | July/70 | 5.50 |
| 74 | Edward Carvery Sr. | 1500.00 | Nov./69 | 1404.54 | May/70 | 11.00 |
| 75 | Leslie Mantley | 500.00 | Dec./69 | 400.73 | Aug./70 | 5.50 |
| 76 | Clarence Brown | 1500.00 | Jan./70 | 1308.39 | July/70 | 5.50 |
| 77 | Ruby Oliver | 1500.00 | Dec./69 | 1063.33 | July/71 | 5.50 |
| 78 | Roger Black | 500.00 | Dec./69 | 444.40 | June/70 | 5.50 |
| 79 | Thelma Clayton | 1000.00 | Dec./69 | 787.55 | Mar./71 | 5.50 |
| 80 | Shiela Cassidy | 500.00 | Dec./69 | 400.14 | Oct./70 | 5.50 |
| 81 | Barbara Bishop | 1000.00 | Dec./69 | 940.69 | July/70 | 5.50 |
| 82 | Melvin Carter | 1500.00 | Dec./69 | 1293.63 | July/71 | 5.50 |
| 83 | Rodney Dixon | 500.00 | Dec./69 | 322.32 | Sept./71 | 5.50 |
| 84 | Roberta Downey | 1500.00 | Jan./70 | 1301.94 | Mar./71 | 5.50 |
| | | | | 46,553.43 | | 322.86 |

98.1% Delinquency

(62 delinquent loans)

LOANS

- 19. Are all loan applications :
 - (a) Properly filled out?..... yes
 - (b) Approved by a majority of the credit committee?..... yes
 - (c) Properly filed?..... yes
- 20. Are all outstanding loans supported by notes properly executed?..... No, see irregular loans
No, see irregular loans
- 21. Are the provisions of the Act being observed with reference to security for loans?..... loans
- 22. Are all delinquent loans closely followed up?..... no
- 23. Is notice given to the endorser(s) where primary debtor fails to pay promptly?..... no
- 24. Is every reasonable effort made to collect doubtful loans?..... doubtful
- 25. Is collateral properly safeguarded?..... N/A
- 26. Are all mortgages, etc. in the possession of the credit union properly recorded in the Registry of Deeds?..... no
- 27. Are all fire and life insurance policies used as collateral in the possession of the credit union?..... no
Are these policies assigned to the credit union?..... ?
Were all policies examined for adequate coverage, signatures and endorsements?..... none on file
- 28. Is interest on loans properly computed and collected?..... no interest collected since 1971
- 29. What rate of interest is paid on deposit accounts?.....
- 30. What rate of dividend (if any) was paid last year?..... none
- 31. Have rebates been paid to borrowers?..... How much?.....
- 32. Were dividends approved at the annual meeting?..... ?

MEMBERSHIP

- 33. Are all applications for membership properly prepared and signed by the members?..... yes
- 34. Do the minutes of the Board show a record of members elected?..... ?
- 35. Are joint accounts properly handled?..... N/A
- 36. Are trust accounts properly handled?..... N/A
- 37. Are accounts of deceased members properly handled?..... none
- 38. Are the provisions of the by-laws respecting membership being adhered to?..... yes
- 38A. Are "Borrowers Credit Statements" being issued to borrowers?.....

SEAVIEW CREDIT UNION LIMITED
December 5, 1972

Cash Reconciliation

| | | |
|----------------------------------|--------------|---------------------|
| Cash on hand Dec. 4 | 40.00 | |
| Current account (league) Nov. 30 | 9534.71 | |
| Plus outstanding deposit | <u>40.00</u> | |
| | 9614.71 | |
| Less outstanding cheques | <u>---</u> | \$9614.71 |
| | | |
| Gen. Led. Bal. Nov. 30 | 9574.71 | |
| Receipts Dec. 1-5 | <u>---</u> | |
| Disbursements Dec. 1-5 | <u>---</u> | 9574.71 |
| | | <u>over\$ 40.00</u> |

(cash over due to deposit made December 1, 1972 by Miss J. Aucoin to replace then lost CN money order from Scotia Chev Olds Ltd. re payment on N. Carvery loan and then found on December 5, 1972, therefore \$40.00 owing to Miss Aucoin)

The members' share and loan ledger accounts were listed and balanced correctly with the respective general ledger balances as at December 5, 1972.

| | <u>Shares</u> | <u>Loans</u> |
|--------------------------|---------------|--------------|
| Gen. Led. Bal. Nov. 30 | 453.97 | 47415.88 |
| Receipts Dec. 1-5 | <u>---</u> | <u>---</u> |
| Disbursements Dec. 1-5 | <u>---</u> | <u>---</u> |
| | 453.97 | 47415.88 |
| | | |
| Mem. Led. Bal. Dec. 5/72 | 453.97 | 47415.88 |
| | <u>OK</u> | <u>OK</u> |

During my recent inspection of the Seaview Credit Union Limited, the cash was found to be over \$40.00, the members share and loan ledger accounts found to be in balance, however the cash journal and general ledger was not posted since June 1972 in profit and loss and the other required postings since August 1972. It is essential that the cash journal and general ledger be posted monthly in order to complete the monthly financial statement properly.

As for the delinquent situation, this has not changed since our last inspection. It still remains very critical and unless immediate action is taken to obtain a payment on these accounts before the end of this year, your credit union will be required to write these accounts off from your guaranty fund reserve as set forth in Section 53(i) and 54(4) of the Credit Union Act. This would place your credit union into a very unhealthy position, therefore indicating to our department that the Seaview Credit Union Limited should be closed out.

On request from Miss Julien, Supervisor from Social Planning with the city of Halifax a meeting was held in our office on December 8th to review the operation of your credit union. Present at the meeting were Mr. R. R. Porter, Registrar of Credit Unions, Mr. Arch Dixon, President of the Seaview Credit Union Limited, Miss Julien, Mrs. Y. Carvery, Treasurer of the Seaview Credit Union Limited and Miss J. Aucoin. During this meeting Mr. Dixon and Miss Julien requested that the proposed immediate suspension of the credit union be delayed for a period of three months. We were assured by Mr. Dixon that the majority of

GENERAL REPORT :

the delinquent borrowers intended to repay their loans and required additional time to contact all credit union members and explain the situation to them.

Mr. R. R. Porter agreed not to suspend the credit union at this time, however a further review will be carried out within three months and should there be no progress noticed at that time, this department will have no alternative but to suspend your credit union.

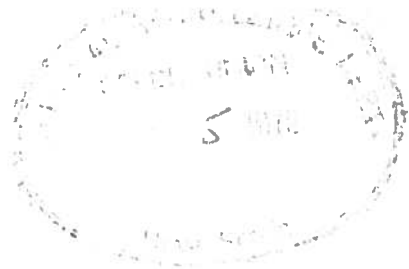
Verification notices were sent to all delinquent borrowers showing their share and loan balances as at December 5, 1972.

Your guaranty fund, call deposit, league shares and current account have been verified with the Nova Scotia Credit Union League.

Attached to this report is a copy of your financial statement for the period ending November 30, 1972.


.....
INSPECTOR

J. L. Viau



FINANCIAL AND STATISTICAL REPORT

For Month Ended

NOVEMBER 1972

SEAVIEW

Credit Union Limited

Address _____

BALANCE SHEET

| ASSETS | This Month | Same Month Last Year | LIABILITIES | This Month | Same Month Last Year |
|-------------------------|------------|----------------------|-----------------------------|------------|----------------------|
| CASH | | | DEPOSITS | | |
| 11 On Hand | | | 111 Demand & Chequing | | |
| 12 In League | 957471 | 10,136.70 | 112 Term Or Special | | |
| 13 In Banks | | | 113 | | |
| 14 League Call Dep. | 15,861.53 | 15,177.93 | 114 | | |
| 15 Other | | | ACCOUNTS PAYABLE | | |
| 16 | | | 121 Current | | |
| INVESTMENTS | | | 122 Stab. Fund Payable | | |
| 21 League Term Dep. | | | 123 Int. Payable On Deposit | | |
| 22 League Shares | 10.00 | 10.00 | 124 | | |
| 23 League S & M Shares | | | 125 | | |
| 24 Guaranty Funds | 47023 | 366.13 | LOANS PAYABLE | | |
| 25 Government Bonds | | | 131 League | | |
| 26 Municipal Bonds | | | 132 Bank | | |
| 27 Other | | | 133 Other | | |
| 28 | | | 134 | | |
| LOANS | | | 135 | | |
| NON MORTGAGE: | | | SHARES | | |
| 31 Personal | 47,415.88 | 47,526.19 | 141 Ordinary | 45397 | 4339 |
| 32 Farm | | | Estate Shares | | |
| 33 Other | | | 142 Amount _____ | | |
| 34 | | | 143 Less Est. Loans | | |
| MORTGAGE: | | | Amount _____ | | |
| 35 Dwellings | | | 144 Net Est. Shares | | |
| 36 Farm | | | 151 | | |
| 37 Other | | | 152 | | |
| 38 | | | 153 | | |
| PREPAID ACCOUNTS | | | 154 | | |
| 41 | | | RESERVES | | |
| 42 | | | 161 Entrance Fees | | 5 |
| 43 | | | 162 Guaranty Fund Res. | 47023 | 3678 |
| 44 | | | 163 Other Reserves | | |
| FIXED ASSETS | | | 164 | | |
| 51 Land | | | 165 | | |
| Buildings | | | 166 Educational Fund | | |
| 52 Less Dep. | | | 167 | | |
| F. & Equipment | | | OTHER LIABILITIES | | |
| 53 Less Dep. | | | 171 GRANTS | 70,000.00 | 70,000.00 |
| 54 | | | 172 | | |
| OTHER ASSETS | | | MEMBERS EQUITY | | |
| 61 | | | 181 Undivided Earnings | 2961.73 | 2426.00 |
| 62 | | | 182 Surplus LOSS | (-553.58) | (-11.9) |
| 71 TOTAL | 73,332.35 | 73,216.45 | 191 TOTAL | 73,332.35 | 73,216.45 |

Signed _____

[Signature]
Treasurer

STATEMENT OF INCOME AND EXPENSE

| EXPENSES | This Month | This Year To Date | INCOME | This Month | This Year To Date |
|------------------------------|------------|----------------------|-----------------------------|------------|----------------------|
| 211 Audit | | | 311 Interest On Loans | | 144. |
| 212 Charges: Bank | | | 312 Int. On Loans By Trans. | | |
| 213 | | | 313 Int. On Bonds and Deb. | | |
| 214 | | | 314 Int. From League | | |
| 215 Deprec: Bldg. | | | 315 Int. From Bank | | |
| 216 Equip. | | | 321 Service Charge Income | | |
| 217 Donations | | | 322 Insurance Dividend | | |
| 218 Dues to League | | 11970 | 323 Gain On Sale Of Bonds | | |
| 219 Heat, Light, Water | | | 324 Building Income | | |
| 220 Insurance: Fire | | | 325 Other Income | | 4726 |
| 221 L. S. & L. P. | | 34489 | 326 | | |
| 222 Bonding | | | 327 | | |
| 223 Interest: Borrowed Money | | | 328 | | |
| 224 Dep. % | | | 329 | | |
| 225 Legal | | | | | |
| 226 Meetings | | 56149 | | | |
| 227 Postage | | | | | |
| 228 Prom: Advertising | | | | | |
| 229 Educational | | | | | |
| 230 Repairs & Maint. | | | | | |
| 231 Rent | | | | | |
| 232 Salaries or Honoraria | | | | | |
| 233 Staff Ben: U. I. C. | | | | | |
| 234 Pension | | | | | |
| 235 Group Ins. | | | | | |
| 236 | | | | | |
| 237 Stat. & Office Supplies | | 1515 | | | |
| 238 Telephone & Telegraph | | | | | |
| 239 Taxes | | | | | |
| 240 Travel | | | | | |
| 241 Transf. To G. Fund | | | | | |
| 242 Transf. To Stab. Fund | | | | | |
| 243 Other | | | | | |
| 244 | | | | | |
| 245 | | | | | |
| 246 | | | | | |
| 247 | | | | | |
| 248 TOTAL EXPENSES | | 104123 | 331 TOTAL INCOME | | 4876 |
| 249 Surplus <i>Loss.</i> | | (-55358) | 332 Loss | | |
| 250 TOTAL | | 48765 | 333 TOTAL | | 4876 |

STATISTICAL REPORT

| LOANS | NO. | AMOUNT | SHARES AND MEMBERS | AMOUNT |
|---|-----|--------|--|--------|
| 411 Received On Loans This Month | | | 511 Received on shares This Month | - |
| 412 Received On Loans This Year To Date | | 26031 | 512 Received on Shares This Year to Date | 250 |
| 413 Made This Month | | | 513 Withdrawn on Shares This Month | - |
| 414 Made This Year To Date | 1 | 150.00 | 514 Withdrawn on Shares This Year To Date | 50 |
| 415 Average Loan Balance | | | 515 Average Share Balance | |
| 416 | | | | |
| Loans In Arrears: | | | 521 Number Of New Members This Month | No. |
| 421 a - Three - Six Months | | | 522 Number Withdrawn This Month | No. |
| 422 b - Six Months - One Year | | | 523 Number Of Members At Close Of Month | No. |
| 423 c - One Year Or More | | | | |
| Loans Written Off: | | | 531 Number Of Deposit Accounts At Close Of Month | No. |
| 431 a - This Year | | | 532 Number Of P. C. A. At Close Of Month | No. |
| 432 b - Since Organization | | | 533 | |

Note: A COPY OF THIS STATEMENT MUST BE FORWARDED TO THE INSPECTOR OF CREDIT UNIONS AND THE LEAGUE OFFICE AT THE CLOSE OF EVERY MONTH.

SEAVIEW

Credit Union

CASH RECONCILIATION

We hereby certify that the Cash and Bank Accounts balanced as follows on

Nov 30 19 72

Cash on hand
General Ledger Cash Account
Cash short or over:

LEAGUE CURRENT ACCOUNT

League statement
Deposits in transit
Total
Less outstanding cheques
League Current Account Balance
General Ledger C/A Balance

List outstanding cheques or use adding machine tapes, indicating cheque number and amount

BANK CURRENT ACCOUNT

Bank Statement
Deposit in transit
Total
Less outstanding cheques
Bank Current Account Balance
General Ledger C/A Balance

List outstanding cheques or use adding machine tapes, indicating cheque number and amount

MEMBERS' ACCOUNTS

We hereby certify that the members' share, deposit, and loan accounts balanced as follows on 19

General Ledger Balance
Members' Ledger
Difference

Shares
Deposits
Loans

Signed:
Supervisory Committee

Handwritten signature for Treasurer

XC → HDC
30/5/72.



TO: Mr. C. McC. Henderson, City Manager
Mr. C.W. Smith, Internal Auditor

FROM: D.E. Quinn, Administrative Assistant

DATE: May 30, 1972

SUBJECT: Change in Provincial Legislation -
Credit Unions

1. FOLLOW UP
2. FOLLOW UP
3. FOLLOW UP
4. COMPLETION DATE

Further to the information item which I forwarded approximately three weeks ago on the above-noted topic, Mr. R. Porter, the Registrar of Credit Unions, has advised me that legislation has now been enacted which would force credit unions to place all loans on which no payment has been made for over a year in the uncollectable loan category. I have written to Mr. Porter and requested copies of the subject legislation. When these are received, I will forward same to your attention.

Until the legislation is seen, one can but speculate on its effects; but it would appear that the impact of this legislation may be felt very directly by the Africville Credit Union (Seaview).

D. E. Quinn
Administrative Assistant

DEQ/me



NOVA SCOTIA

Department of Public Welfare

XC → RBG
23/2/72

STRICTLY PRIVATE & CONFIDENTIAL

P.O. Box 696
Halifax
Nova Scotia

February 22, 1972

Mr. Cyril Henderson
City Manager
City of Halifax
City Hall
Halifax, Nova Scotia


Dear Mr. Henderson,

Re: Project 522-21-2: Africville
Relocation Project

The matter of releasing the above study to the news media was discussed with our Minister, Honourable Allan E. Sullivan, on February 18, 1972.

Mr. Sullivan is not prepared to release this report until the House rises.

Sincerely yours,


J. A. Mackenzie, M.S.W.
Director
Social Research & Planning

c.c. Mr. H. Crowell
Mr. B. Grant

JAMACK/ile

Mr. H. D. Crowell, Social Planner

C. McC. Henderson, City Manager

October 25, 1971

Training and Employment Opportunities
for Former Africville Residents

I like the gist of the ideas set forth in the proposal attached to your memorandum of October 13th. There should, however, be more emphasis on the involvement of the Africville Relocation Committee and less on the involvement of the City of Halifax.

Surely on sheet 2, under the heading "responsibility", the first item should be "Administration". I would rather see the function of locating clientele put under the heading "Administration" with the Africville Relocation Committee playing the prime role and the City of Halifax assisting them in that task.

Frankly, I don't quite understand your item 1 (B). Why should there be a need for any additional assistance during phases 1 and 2 of this project? It seems that section could be omitted, or at least re-worded to say that those persons would be eligible for continued Social Assistance, which of course involves all three levels of government.

Under the sub-heading "Jointly", some clarification of responsibilities is needed, and these should be cross-referenced to the first page.

I can't help but wonder about the necessity for phase 1. I would have thought that with all the past scrutiny and analyses of the Africville residents, this information would already have been gathered in some form or fashion and that we could avoid putting these poor people once again under a microscope.

Finally, it should be one of our objectives to develop and conclude a proposal of this nature within the time frame which you and I have already discussed.

C. McC. Henderson
City Manager

CMcCH/H.



Comm

TO: C. McC. Henderson, City Manager

FROM: H. D. Crowell, Social Planner

DATE: October 13, 1971

SUBJECT: Proposal to Open Up Training and Employment Opportunities for the former residents of Africville

1. FOLLOW UP

2. FOLLOW UP

3. FOLLOW UP

4. COMPLETION DATE

I am attaching a copy of a proposal which has been worked up by a committee composed of members of the Africville Action Committee, Canada Manpower, and staff from Social Planning.

With your approval, I would like to present it to the Regional Director of Manpower in order that we might obtain support for that part of the program which has been designated as being an appropriate function of that department.

Those responsibilities which have been defined as being appropriate for the City of Halifax to perform could be handled without adding to the staff of the Social Planning Department.

I would like to begin discussion with Manpower as soon as possible with the hope that a joint approach would alleviate some of the problems that we are encountering in this area.

H. D. Crowell
Social Planner

HDC/f

PROPOSAL TO OPEN UP
TRAINING AND EMPLOYMENT OPPORTUNITIES
FOR THE FORMER RESIDENTS OF AFRICVILLE

It is proposed that the project have three main divisions in sequence, and that it be sufficiently flexible to permit clients to benefit as much as possible from its application.

It is proposed that the three phases be:

- (1) Orientation and assessment
- (2) Training
- (3) Employment and Follow-up

In Phase (1), orientation and assessment, it is proposed to follow a program of assessment of each individual who is in the labour force, or a potential member of the labour force, to determine:

- (A) their effective level of education
- (B) their aptitudes and vocational interests
- (C) their motivation

Those who demonstrate they could benefit from normal CMTF will be withdrawn from this project and enrolled by the CMC in the appropriate course of instruction. The others will continue to Phase (2).

Phase (2) will consist of a program of training in life skills and motivation, and is not to be confused with training under CMTF. It is proposed that this Phase be given in groups of approximately 12 persons of similar age. The program will consist of sessions of instruction, group counselling, analysis of fields of force affecting them as individuals, Creative Job Search techniques, employer-employee relations, behaviour, dress, and such allied subjects.

Those for whom it would appear that CMTF is appropriate at this Phase will be withdrawn and enrolled by the CMC in the course indicated. The balance will continue to Phase (3).

In Phase (3), employment will be found for the candidates in the appropriate skill or occupation with continuing follow-up for a period of months to ensure satisfactory placement.

RESPONSIBILITY

1. City of Halifax

(A) The City of Halifax will undertake to locate the clientele, certify as to their eligibility and recruit them for this project. Eligibility will be restricted to those former residents of Africville who are 17 years of age or over. It is anticipated that the residents' organization will assist the City in this matter.

(B) The City of Halifax will be responsible for maintenance of those persons who require it during Phase (1) and Phase (2) of this project.

(C) The City of Halifax will be responsible for such Family Counselling and Orientation as may be appropriate to the needs of the participating clients.

(D) The City of Halifax will be responsible for facilities necessary for Phases (1) and (2) of the Project.

2. Department of Manpower and Immigration

(A) The Department of Manpower and Immigration will be responsible for Phase (3) of the project. It is anticipated that employment will be both by direct placement and Training-in-Industry.

JOINTLY

The City of Halifax and the Department of Manpower and Immigration will be jointly responsible for the content in Phases (1) and (2), and for the presentation of any type of instruction.

Administration

The project will be administered by the sub-committee on Employment and Education of the City of Halifax Africville Relocation Committee.

This sub-committee will also be responsible for evaluation of the project.

/bmk

Timeline Schedule

*See Africville
City to do this
to meet the needs
of the people*

*Why any change
in now. Still
in together
with the
manpower
Admin. Dept.*

*ESD
Diverse
In, & Sum
User*



TO: Mr. C. McC. Henderson, City Manager

1. FOLLOW UP

FROM: H. D. Crowell, Social Planner

2. FOLLOW UP

DATE: October 13, 1971

3. FOLLOW UP

SUBJECT: Proposal to Open Up Training and Employment Opportunities for the former residents of Africville

4. COMPLETION DATE

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I would like to begin discussion with Manpower as soon as possible with the hope that a joint approach would alleviate some of the problems that we are encountering in this area.

H. D. Crowell
Social Planner

HDC/f

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TRAINING AND EMPLOYMENT OPPORTUNITIES
FOR THE FORMER RESIDENTS OF AFRICVILLE

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- (A) their effective level of education
- (B) their aptitudes and vocational interests
- (C) their motivation

Those who demonstrate they could benefit from normal CMTTP will be withdrawn from this project and enrolled by the CMC in the appropriate course of instruction. The others will continue to Phase (2).

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The project will be administered by the sub-committee on Employment and Education of the City of Halifax Africville Relocation Committee.

This sub-committee will also be responsible for evaluation of the project.

/bmk



Department of Public Welfare

1505

NOVA SCOTIA

OFFICE
OF
DEPUTY MINISTER

March 23, 1971

Mr. Cyril Henderson
City Manager
City of Halifax
Halifax, Nova Scotia

Dear Mr. Henderson:

This will follow up my letters of March 5th and 17th of 1969 and March 20th and April 3rd of 1970 with the then City Manager, Mr. S.A. Ward concerning the advance on the Social Assistance working account set up in accordance with the Africville Relocation Program. It was agreed that the advance of \$50,000. would be returned to this Department in March of 1971.

To date, we have not received this cheque and it would be very much appreciated if you would look into this matter so that we can receive the cheque before the end of March; which is the end of our fiscal year.

Yours faithfully,



F. R. MacKinnon
Deputy Minister

Copy to D. B. Hyatt
H.S. c. Rowell



Department of Public Welfare

NOVA SCOTIA

OFFICE
OF
THE DEPUTY MINISTER

April 3, 1970

Mr. S. A. Ward, C. A.
City Manager
City of Halifax
City Hall
Halifax, Nova Scotia

Dear Mr. Ward:

Enclosed herewith please find a cheque for \$50,000.
which is an advance on the Social Assistance Working Account for
the Africville Relocation Program.

We will ask the City of Halifax to refund this amount
to us on or about March 1, 1971 and a new advance cheque will then
be issued to the city so that the advance will always be current.

Yours faithfully,


F. R. MacKinnon
Deputy Minister

FOR INFORMATION

TO: His Worship the Mayor and
Members of City Council

FROM: C. McC. Henderson, City Manager

DATE: February 8, 1971

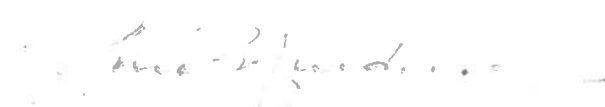
SUBJECT: Africville Relocation Scheme

As requested by Council, staff have endeavored to compile cost and acreage figures for the Africville Relocation Scheme.

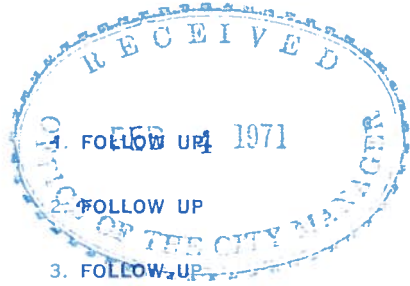
The updated total cost to the City of Halifax for the Africville Relocation is six hundred ten thousand, eighty six dollars (\$610,086.). This figure includes all costs associated with the Relocation, such as property acquisitions, legal fees, moving costs, furniture purchases, and staff time in carrying out the Relocation program.

Not included in this figure are the costs of the Follow-Up Program which have, to date, consisted of a \$70,000 interest-free loan to establish the Seaview Credit Union "ultimately repayable" to the two levels of government (of which \$50,000 is in the form of an advance from the Provincial Department of Public Welfare), and an annual salary of \$4,500, commencing June 1, 1969, for Case Aide assigned to the Africville Follow-Up Program, and whose responsibilities include serving as Manager of the Credit Union. This salary is shareable under the Canada Assistance Plan and, therefore, the direct cost to the City of Halifax is approximately \$1,125. annually or one-quarter of the stated salary.

It is very difficult to give an accurate figure for the area acquired specifically for the Africville Relocation Scheme because the actual property ownership of relocated people could not always be established. In light of this difficulty, the approximate acquisition was 51 acres - 10.5 of which was the Incinerator site. Of the 51 acres acquired, titles were established for only 10.5 acres. The remaining areas had to be expropriated.


C. McC. Henderson
City Manager

DCS/mjm
8/2/71



TO: Mr. D. C. Slayter, Administrative Asst.

FROM: F. W. Roberts, Supervisor of Surveying and Drafting

DATE: February 1, 1971

SUBJECT: Acreage - Africville Relocation Scheme

1. FOLLOW UP 1971

2. FOLLOW UP

3. FOLLOW UP

4. COMPLETION DATE

With reference to your memorandum of December 31, 1970 regarding the amount of land acquired by the City for the Africville Relocation Scheme the following figures pertain:

- (1) Total Area covered by the Expropriation Plan - (includes Incinerator Site) 50.925 acres
- (2) Incinerator Site 10.5 "
- (3) Total area acquired within the scheme for which titles could be established; also included in (1) 10.5 "

It is very difficult to give an accurate figure for the area acquired specifically for the Africville relocation scheme because the actual property ownership of relocated people could not always be established. It was for this reason, presumably, that the City decided to expropriate to gain clear title to all properties involved.

These figures should probably be used only in a general manner and not as the basis for accurate determination of the area involved.

Charles L. Dodge

fu F. W. ROBERTS
SUPERVISOR OF SURVEYING
AND DRAFTING

FWR/vm

D. C. Slayter, Administrative Assistant
City Manager's Office
Alexa McDonough, Special Projects Supervisor

December 17, 1970

Africville Relocation Costs

Further to your memo of December 11, 1970, concerning the above mentioned matter, D.E. Large, Chief Accountant, has indicated that the updated total cost to the City of Halifax for the Africville Relocation is six hundred ten thousand eighty-six dollars (\$610,086). This figure includes all costs associated with relocation, such as property acquisitions, legal fees, moving costs, furniture purchases, and staff time in carrying out the relocation program.

Not included in this figure are the costs of the FollowUp Program which have, to date, consisted of a \$70,000 interest-free loan to establish the Seaview Credit Union "ultimately repayable" to the two levels of government (of which \$50,000 is in the form of an advance from the Provincial Department of Public Welfare), and an annual salary of \$4,500, commencing June 1, 1969, for a Case Aide assigned to the Africville FollowUp Program, and whose responsibilities include serving as Manager of the Credit Union. This salary is shareable under the Canada Assistance Plan and, therefore, the direct cost to the City of Halifax is approximately \$1,125. annually or one quarter of the stated salary.

We shall be glad to furnish any additional information requested in this regard if we are able.

Alexa McDonough,
Special Projects
Supervisor.

AMcD:bmb

A.W. Churchill

Mr. Henderson would
like an idea of the
acreage acquired.

→ After Bridge Approach roads were
installed there remained → 6 parcels

214,000 - 1
73,000 - 2
34,000 - 3
18,000 - A
20,000 - B
20,000 - C

Mr. Harold Crowell, Social Planner

D. C. Slayter, Administrative Assistant

December 11, 1970

Mr. Henderson would like to know if the \$500,000 mentioned in the Africville Action Committee's report (see attached copy) is an accurate figure? Moreover, is it all inclusive, i.e., cost of properties, purchase of furniture, cost of moving residents to new homes, Credit Union expenses, lawyers fees, staff time, etc.?

David Slayter

D. C. Slayter
Administrative Assistant

DCS/mjm
Attachment

Mr. Grant - Sent to him for average figures

Jan 11

Mr. A.W. Churchill, A/S upervisor, Real Estate

D. C. Slayter, Administrative Assistant

December 29, 1970

Acreage - Africville Relocation Scheme

With reference to our conversation last week, would someone in the Real Estate Division calculate the number of acres acquired by the City in the Africville relocation scheme.



**D. C. Slayter
Administrative Assistant**

DCS/mjm

Mr. Fred Roberts
Supervisor, Surveying and Drafting
D. C. Slayter, Administrative Assistant
December 31, 1970
Acreage - Africville Relocation Scheme

*James
Jan 5*

Would you arrange for one of the draftsmen to calculate the number of acres acquired by the City in the Africville relocation scheme. We need these figures to augment a report Council has asked for on the entire Africville problem.

David Slayter

D. C. Slayter
Administrative Assistant

DCS/mjm



TO: Mr. A.W. Churchill, A/S upervisor, Real Estate FOLLOW UP
FROM: D. C. Slayter, Administrative Assistant 2. FOLLOW UP
DATE: December 29, 1970 3. FOLLOW UP
SUBJECT: Acreage - Africville Relocation Scheme 4. COMPLETION DATE

With reference to our conversation last week, would someone in the Real Estate Division calculate the number of acres acquired by the City in the Africville relocation scheme.

D. C. Slayter
Administrative Assistant

DCS/mjm

City Manager

NOTICE OF MEETING

WITH AFRICVILLE ACTION COMMITTEE

WEDNESDAY, JANUARY 13 - 8:00 p.m.



On December 17, 1970, Halifax City Council directed Mayor Allan O'Brien to appoint a committee of City staff and Council members to meet with the Africville Action Committee to discuss matters pertaining to the Africville FollowUp Program discussed Committee of the Whole December 9, 1970.

Accordingly, the following persons are being requested to sit on this committee which will convene Wednesday, January 13 at 8:00 p.m. at the North Branch of the Halifax City Regional Library (Maitland Street entrance):

Mayor Allan O'Brien
Alderman David MacKeen

R.B. Grant, Director of Development
H.D. Crowell, Social Planner
Alexa McDonough, Special Projects
Supervisor

The Africville Action Committee is being invited to nominate representatives to meet with this Committee.

If unable to attend this meeting, kindly notify the Mayor's office (425-6000, ext. 269) in time for consideration to be given to rescheduling the meeting.

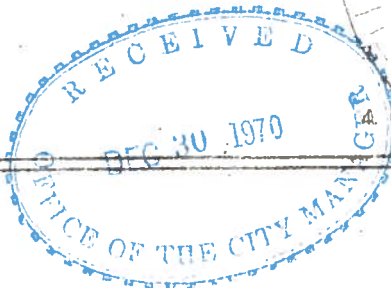
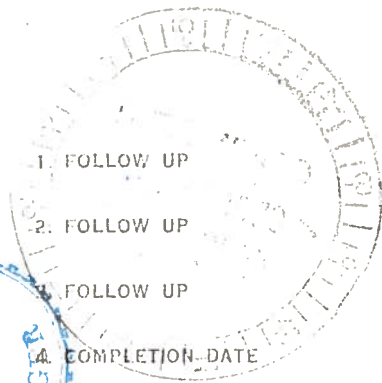
H.D. Crowell,
for
Mayor Allan O'Brien.

/bmb

C. Mc. C. Henderson



TO: Mr. R. B. Grant, Director of Development
and Urban Renewal
FROM: Mayor Allan O'Brien
DATE: December 23, 1970.
SUBJECT:



I would like to request that you serve as a member of the Africville Follow-up Committee which Council has directed that I appoint. The other members on the City's side who are being asked are Alderman MacKeen, Mr. Crowell, Mrs. McDonough, with myself in the Chair. The relocatees will be asked to choose four persons.

It seems to me that you have the most knowledge of the history of this project of any one who might be available, and in spite of the fact that you are busy I hope it will be possible for you to serve.

AOB
ALLAN O'BRIEN
MAYOR

CC. Mr. C. McC. Henderson, City Manager.

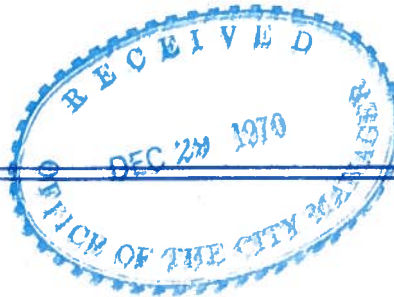
*DEC. 30/70
MAYOR O'BRIEN
CITY MANAGER
OK. Amy*



Mr. Henderson

TO: Mr. R. B. Grant, Director of Development
and Urban Renewal
FROM: Mayor Allan O'Brien
DATE: December 23, 1970.
SUBJECT:

- 1. FOLLOW UP
- 2. FOLLOW UP
- 3. FOLLOW UP
- 4. COMPLETION DATE



I would like to request that you serve as a member of the Africville Follow-up Committee which Council has directed that I appoint. The other members on the City's side who are being asked are Alderman MacKeen, Mr. Crowell, Mrs. McDonough, with myself in the Chair. The relocatees will be asked to choose four persons.

It seems to me that you have the most knowledge of the history of this project of any one who might be available, and in spite of the fact that you are busy I hope it will be possible for you to serve.

aob

ALLAN O'BRIEN
MAYOR



CC. Mr. C. McC. Henderson, City Manager.



Internal Audit Department,
Scotia Square,
Halifax, N. S.

September 4, 1970

Mr. Lloyd Farrell,
President,
Seaview Credit Union,
3706 Lynch St.,
Halifax, N. S.

Dear Mr. Farrell:-

On September 1st, the books of the Seaview Credit Union were brought to my Office for Audit. I have found that there is a cash shortage of \$112.59 in receipts taken in from members which has not been deposited in the Bank Account as at September 2nd, 1970.

This is a most serious matter and I bring it to your attention for whatever action your Board of Directors may consider appropriate.

Yours truly,


C. W. SMITH, R.I.A.
INTERNAL AUDITOR

CWS/dj

c.c. D. B. Hyndman, Acting Chairman Supervisory Committee
H. Crowell, Director

September 4th, 1970

SEAVIEW CREDIT UNION LIMITED

TRIAL BALANCE - AUGUST 31, 1970

| | <u>DEBIT</u> | <u>CREDIT</u> |
|---|---------------------|---------------------|
| 1. N. S. C. U. L. Bank Account | \$ 9,547.99 | |
| 2. Shares | | \$ 381.10 |
| 3. Entrance Fees | | .50 |
| 4. Prov. Of N. S. & City of Hfx. | | 70,000.00 |
| 5. Loans | 48,307.22 | |
| 6. League Shares | 10.00 | |
| 7. Prepaid Bonding | 135.00 | |
| 8. Call Deposit - League | 14,385.63 | |
| 9. Profit & Loss | | 1,029.51 |
| 10. Guaranty Fund - Reserve | | 118.21 |
| 11. Stabilization Fund | --- | --- |
| 12. Undivided Earnings | | 974.73 |
| 13. League Guaranty Fund - Investments | 118.21 | |
| | <u>\$ 72,504.05</u> | <u>\$ 72,504.05</u> |

September 4th, 1970

SEAVIEW CREDIT UNION LTD.

BANK RECONCILIATION - AUGUST 31, 1970

| | | |
|----------------------------|-------------|-------|
| Bank Balance per Statement | \$ 9,327.16 | |
| Less Outstanding Cheques:- | | |
| #125 | \$ 28.78 | |
| #126 | 30.63 | 59.41 |
| | | <hr/> |

| | | |
|-------------------------|-------------|-------------|
| Add Outstanding Deposit | \$ 9,267.75 | |
| | 280.24* | |
| | | <hr/> |
| Book Balance | \$ 9,547.99 | |
| | | <hr/> <hr/> |

| | | |
|--|-----------|-------------|
| * Outstanding Deposit as of August 31, 1970 | \$ 280.24 | |
| Deposited September 2, 1970 | 167.65 | |
| | | <hr/> |
| Remainder of O/S Deposit for which funds not available | \$ 112.59 | |
| | | <hr/> <hr/> |

Africville Follow-Up Program

Council
Dec. 17/70

MOVED by Alderman MacKeen, seconded by Alderman Allen that, as recommended by the Board of Health, His Worship the Mayor appoint a committee of City Staff and Council members to meet immediately with the Africville Action Committee to discuss matters raised at the meeting of the Board of Health held on December 9, 1970. Motion passed.

REPORT TO: Mayor Allan O'Brien and Members of City Council

FROM: C. McC. Henderson, City Manager

DATE: December 2, 1970

RE: Africville FollowUp Program

Since October 1968, Social Planning Staff have been in close communication with representatives of the former Africville community, relocated by the City of Halifax between 1964 and 1967. On March 12, 1969, City Council endorsed the recommendations contained in an Africville FollowUp Proposal prepared by a committee comprised of three members of City staff and six former Africville residents, elected at an earlier general meeting to which all relocated Africville relocatees were invited.

Essentially, that proposal consisted of a renewed commitment by the City to fulfill its promise of "rehousing, employment, education, and rehabilitation of the residents of Africville", responsibility for which was assumed in the 1963 endorsement of the Rose Report. In particular, it proposed a three-dimensional program of —

- I Establishing a loan fund of \$70,000 in the form of an incorporated Credit Union for families relocated from Africville;
- II Establishing a priority listing for the immediate consideration of the Halifax Housing Authority, of families relocated from Africville who have not yet been satisfactorily and/or permanently rehoused by the City;
- III Allocating staff resources to conduct rehabilitative and preventive programs deemed necessary for families relocated from Africville.

I - SEAVIEW CREDIT UNION

In June 1969, the Seaview Credit Union was incorporated under the Nova Scotia Credit Union Act, as the vehicle for setting up a loan fund for the former Africville people. Because of the severe indebtedness of many families at high rates of interest, the Committee of Former Africville Residents assigned a high priority to relieving the debt burden by consolidating debts and making them repayable to the Credit Union at a lower rate of interest over longer duration where feasible.

The Credit Union operation was known to be a "high risk" venture from the outset for at least four reasons —

1. Lack of previous experience in the Credit Union movement of both City staff and Africville representatives, who comprise 16 of the 19 member Board and Committees, as stipulated in the Supplemental By-Laws;
2. Limited capacities of many borrowers to meet financial commitments, due to pressures of unstable employment, low wage levels, inflation, ill health, or other unanticipated circumstances;
3. Lack of trust on the part of many relocatees, stemming from the Africville Relocation and resulting in some members viewing the Credit Union as a City-sponsored project to be undermined rather than supported;
4. Lack of experienced management of the Credit Union.

Despite all of these vulnerabilities resulting in a high borrower delinquency rate, it is felt that the Credit Union has been a positive force in terms of stabilization of the financial circumstances of some

The public housing occupants include many families whose earning capacities are severely restricted by reason of age, disability, or lack of breadwinner. However, at least a half dozen families presently in public housing have expressed a strong desire and appear to have the income potential to participate in a housing project offering the possibility of home ownership. There are, in addition, at least ten families presently living in grossly inadequate rental accommodations owned by private landlords or by the City of Halifax (and temporary, therefore, by definition) who also wish to obtain a more permanent, independent and adequate mode of housing through home ownership.

Against this background, then, Social Planning staff have been exploring alternative proposals for bringing home ownership within the reach of Africville families with combined earnings in the \$5,000 - 6,000 range. In this, staff have enjoyed the complete support and cooperation of Central Mortgage and Housing staff and have also received expressions of support, in principle from two private organizations in the community. To date, the lack of available serviced land has been the most serious barrier. However, staff will be ready, in the very near future, to present to Council for their consideration and support, preliminary plans for a housing project involving families relocated from Africville.

Finally, with reference to housing, there are a small number of households, consisting of several adults not necessarily related, relocated into City-owned housing, with serious unresolved social problems, making it virtually impossible to find suitable, permanent housing for them. The failure of Social Planning staff to make any effective gains in the rehabilitation of this small number of persons is as much a reflection of the lack of knowledge (in the social work field generally) in dealing with these problems, as it is a result of the shortage of staff resources. It would appear therefore, that the City must be prepared in the absence of appropriate and effective community resources to continue housing the small number of tenants comprising this group.

III - REHABILITATIVE AND PREVENTIVE PROGRAMS

At the outset of the FollowUp Program, a joint decision was made by City staff and representatives on the Committee of Former Africville Residents that a Special Project Worker indigenous to the Africville community would be hired, if a suitable candidate could be found, to assume the two-fold responsibilities of managing the Credit Union and assisting other Special Project staff with the additional aspects of the Africville FollowUp program. As previously stated, this position was filled by a former Africville resident in June of 1969. Despite this individual's obvious commitment, serious personal problems interfered with his job performance necessitating his eventual dismissal. These events have taken a toll on the Credit Union operation as well as delaying progress in the other areas of concern, such as problems related to housing, home management, education and employment. Nevertheless, a considerable amount of staff time, of the Special Project Worker assigned to the FollowUp Program as well as other Social Planning staff, has been expended in the preparation of the previously-mentioned cooperative housing scheme (in conjunction with which arrangements were made for four Africville relocatees to attend a lecture series, 'Solving Your Housing Problem' at the Dalhousie Institute of Public Affairs); assisting with home management problems through the Home Aid Project and with family problems through counselling and consultation with other social agencies; assisting individuals to take advantage of educational and employment opportunities; and initiating an Employment Opportunities Project which will be offering participation to a small number of Africville relocatees in the near future.

As suggested by the Africville Action Committee Proposal, a more concentrated effort appears to be needed in the area of employment counselling, geared specifically to the relocated Africville residents. To this end, Social Planning is seeking to gain the cooperation of the

When the Action Committee first emerged in October of 1969, Social Planning staff met with them and in a followup letter expressed a willingness to cooperate in furnishing helpful information. Subsequent invitations for participation were extended to the same Action group, without response.

Since the recent submission of their proposal to the Mayor, however, two meetings have been held with the Action Committee in an effort to come to some mutual understanding of goals. At these meetings, Social Planning has attempted to bring about support for the consolidation of the Committee of Former Africville Residents with the Africville Action Committee so that a mutuality of purpose and direction may be obtained by all of those expressing a commitment to the objectives of the Africville FollowUp Program.

If the "contract between the City of Halifax and the Africville people for new opportunities and human renewal in exchange for the Africville community" is to be kept it appears evident that the City must be more successful than past record indicates in working not for or on behalf of the Africville people but with them, through those recognized to be their representative spokesmen, in seeking solutions to those problems which they identify and to which they assign priority.

Respectfully submitted,



C. McC. Henderson,
City Manager.



THE AFRICVILLE ACTION COMMITTEE

It has been five years since the first Africville resident was relocated. The relocation, according to City officials was carried out to redress past discrimination and neglect. It was to provide these oppressed people with new opportunity and a fresh start. It was not, presumably, to obtain for future City development choice and valuable land.

What has been accomplished to date?

Over 50% of the relocatees have been moved at least twice since relocation. More than 80% of the relocatees report that 'things are going poorly' an estimated 70% of those relocated have had to seek assistance from social welfare agencies. The majority of the Africville relocatees are alienated and disadvantaged still.

Relocation has destroyed a community and left chaos in it's wake:

Of the 60 home owners in Africville prior to relocation possibly 20 can be considered in that category. The other 40 former home owners including those who were propertyless at the time of relocation are either in public housing or City owned housing. A few are in private rental .

(2)

The Africville relocatees have not received the employment or the other considerations recommended in the Rose report which was accepted by the City, the Human Rights Committee, and the Africville people as a minimum basis for relocation.

The relocation of Africville has turned out to be simply a real-estate operation instead of a project in social renewal. The promises of a new start were not fulfilled. While the City may have spent \$500.000 on the relocation project it has obtained 12 acres of valuable land. The scattered Africville people have not done so well. Their plight was recognized by the City two years ago when the Social Planning department reviewed the relocation and subsequently established the SEAVIEW CREDIT UNION to lend money to the relocatees. This Band-Aid measure was doomed to fail since the relocatees in need did not possess adequate financial resources in the first place to take care of additional indebtedness created by making other monies easily available.

R. B. G.
ARE THESE
FACTS
CORRECT
Sent copy
with explanation
to H.L.

Time is running out: Justice and redress must be obtained for the Africville people now. Reassessment of the present conditions must be undertaken to bring about a meaningful and realistic settlement based upon three critical factors:

- (a) The contract or agreement between the Africville people and the City which has not been honored and was a part of the guarantee promising new opportunities and human renewal in exchange for their community..

- (b) The City's agreement to re-evaluate the Africville properties until 1985 and compensate the relocatees should the land increase in value needs reviewing in the light of present conditions affecting the individual family concerned.

- (c) Failure to carry out the relocation in a fair and reasonable manner with resulting losses both financial and social to the people of Africville, all of which had foreseeable consequences as evidenced in the loss of homes by several families....crushing financial burdens by others..four home-buyers having to turn these places for raising their families into boarding houses to earn enough extra money for high mortgage payments...The loss of other homes are imminent.

The Africville Action Committee composed of former residents are forced to take whatever steps necessary to draw attention to the plight of the majority of their members and in view of the existing circumstances considers the City of Halifax to have the responsibility for making the 1964 relocation project work. The Africville Action Committee also feels, that in view of the long delay and the suffering caused the Africville people the following proposal is submitted for consideration with the request that City council appoint a committee to meet with the Africville relocatees to explore ways and means of resolving this serious matter.

(4)

Africville Action Committee Proposal:

- (a) Direct financial compensation: Monies to be made available to relocatees presently in financial crisis owing to pressing mortgage and rental debts.
- (b) Financial aid in conjunction with a new housing program for those who can benefit from such an undertaking. The City assuming responsibility for the down-payment on new housing
- (c) A special committee be set up consisting of City, Canada Manpower and Africville representatives to coordinate and counsel an employment program specifically geared to the relocatees.
- (d) The maintenance and revitalization of the SEAVIEW CREDIT UNION and related programs carried on by Social Planning.

=====

The Africville Action Committee
executive.

Mrs Elsie Desmond (President)

Mrs Yvonne Carvery (Vice-President)

Miss Linda Mantley (Secretary)



CITY OF HALIFAX

April 30, 1970

Mr. Breen Keay, Manager
Western Furniture & Appliances Ltd.
2182 Gottingen Street
Halifax, Nova Scotia

RE: Account of Mr. & Mrs. Ernest Flint
2464 Auckland Place

Dear Mr. Keay:

Pursuant to several conversations and correspondences in December 1968 and January 1969 RE: an outstanding account in the name of the above-mentioned customers, I am advised that the current balance your records show on that account has been reduced as of this date to an amount less than two hundred forty-eight dollars and eight cents (\$248.08). This is the amount which the City clearly understood you to agree to clear from your records when you accepted a settlement of two hundred fifty dollars (\$250.00) on the Flints account in your letter of October 9, 1968, addressed to S.A. Ward, City Manager.

The City therefore supports the position taken by Mr. & Mrs. Flint in considering that they have fulfilled their financial commitment to Western Furniture and Appliances Ltd. and in their consequent refusal to pay any additional sum on an account already settled.

Trusting that you will now observe your previous commitment to clear your records of the account and in recognition of this, agree to sign the enclosed release prepared for this purpose, I am,

Yours sincerely,

Alexa A. McDonough
(Mrs.) Alexa A. McDonough
Special Projects Supervisor

AAMcD/jar
Enclosure

cc S.A. Ward, City Manager ✓
Mr. & Mrs. E. Flint

R E L E A S E

K N O W A L L M E N by These Presents that Western Furniture and Appliances Limited, a body corporate in the City of Halifax and Province of Nova Scotia, in consideration of the sum of Two Hundred and Fifty Dollars (\$250.00) of lawful money of Canada paid to Western Furniture and Appliances Limited by the City of Halifax, the receipt whereof is hereby acknowledged, do hereby remise, release and forever discharge Mr. and Mrs. Ernest Flint, their and each of their heirs, executors, administrators, successors and assigns, of and from all manner of actions, causes of action, claims and demands, of whatsoever nature or kind, which the said Western Furniture and Appliances Limited, ever had, now have, or can, shall or may hereafter have, against Mr. and Mrs. Ernest Flint, for or by reason of or in any way connected with a furniture account incurred on or about the 29th day of November A.D.1967, for the purchase of four nite tables, one Rhuland swivel rocker, pole lamp, hostess chair, table lamps, cocktail table, carpet, rubber underlay, boidoir lamp, Sealy continental unit.

b.c.c. C. McC. Henderson, City Manager



November 26, 1971.

Mr. Kell Antoft,
Assistant Director, Administration,
The Institute of Public Affairs,
Dalhousie University,
Halifax, Nova Scotia.

Re: Africville Relocation Report

Dear Mr. Antoft:

I apologize for the extremely long delay in letting you have my comments on the draft report prepared by Messrs. Claremont and McGill on the Africville relocation. However, since our meeting on October 27, 1971, we have been very busy attempting to deal with the DRBE programme and with the various Winter Works Programs announced by Mr. Benson.

After reading the draft report in some detail, I, quite frankly, find it difficult to express any rational opinions. It is a very lengthy document with a beginning and, apparently, an ending. It would, undoubtedly, be possible to place many interpretations on virtually everything contained therein. As a scientific document, I find it to be filled with opinions and heresay but with relatively few solid facts. There is, in my opinion, little justification for the conclusion expressed in the last sentence of the report.

It is always very difficult to comment constructively on a report of this magnitude and of this type. The authors have spent many months researching their material. The material is then blended into a lengthy, wordy discourse which inevitably reflects their personal bias. Aside from a few questions of interpretation, therefore, my comments will be general in nature. The comments are as follows:

...../2

Mr. Kell Antoft,
November 26, 1971,
Page 2.

1. Africville represented approximately 8 per cent to 10 per cent of the persons affected by approved urban renewal schemes in the City of Halifax during the relocation years. There were about 400 people affected in Africville as compared to between 4,000 - 5,000 people in other projects. In terms of compensation and in terms of personal attention, Africville received much more consideration than the others, even though there were probably more blacks involved in the other programmes.
2. It was my understanding when the study began that all persons involved would be anonymous. It seems to me in reading the report that everyone remained anonymous except Peter MacDonald, myself, the Mayor, and a few others who had only a peripheral interest in the overall proceedings. Statements made by Mr. MacDonald and I were subject to query by others who remained anonymous but who had little knowledge of the actual facts about what was taking place. None of the comments which were made by anonymous persons were subject, as far as I can see, to double checking as to accuracy.

The result appears to be that MacDonald and Grant throughout the piece were always suspect, while the anonymous statements made by others were accepted on face value. Quite frankly, I can, through personal knowledge, identify some of the anonymous persons and in another forum could refute many of these statements very quickly.

3. The authors, in my view, tend to emphasize their bias through their active involvement in events subsequent to relocation. I think if I were to write a critical analysis of the results of their involvement that I could make a better (or worse) case in respect of their activities than they have in their overall study about the City's position. Peter MacDonald and I spent a great deal of time during the relocation process attempting to implement those programmes which appear from the report to be unsuccessful. The authors' activities have, in my opinion, been equally unsuccessful.

.... /3

Mr. Kell Antoft,
November 26, 1971,
Page 3.

4. The authors, in my view, are not fully appreciative of the municipal decision-making process. A great deal of time was apparently spent in researching the records of City Council to determine the City's intention relative to the Africville lands. Nearly every casual comment by a member of Council or a resolution of Council over many years were taken as an indication of the specific will of Council.

Councils tend to come and go. There is, in fact, relatively little continuity over a period of years. A statement of a specific Alderman or Mayor without a resolution of Council has no legal status. A resolution of Council which is not followed by a specific instruction as to a course of action likewise means very little.

There are probably 25 to 30 issues which have come before Council every two or three years over the last half century. Each of them is the issue of the moment and action is taken or a statement made and the matter is forgotten until it arises again.

I suggest to you that over the years Africville was an issue that came before Council every two or three years as a crisis and was then forgotten.

5. It is implied that Africville should have received sewer and water long before it was permitted to reach the stage it reached at the time of the decision for relocation.

I do not deny that Africville suffered many indignities over the years nor do I deny that something should have been done long before action was taken. On the other hand, it is a basic premise that when services are extended to residents, the residents are required to pay for these services through the property tax or by capital levy. In any discussions I had with Africville residents prior to annexation it was always on the basis that the City was responsible and should pay for such services.

.... /4

Mr. Kell Antoft,
November 26, 1971,
Page 4.

I am now a resident of Halifax and have been for some years. I have no sewer, I have no water. I expect that some day sewer and water will be extended to my area but I anticipate that when that day arrives I will have to pay in excess of \$5,000 to the City for those services. I do not think those people fortunate enough to have services at this time will be particularly anxious to accept my financial responsibilities.

6. It is implied throughout the report that the Africville Relocation was a land grab, that we seriously underestimated acquisition costs, and that we were simply converting the land in Africville to a useful asset for the City of Halifax. This position is strengthened by implying that I, personally, only look on particular problems in terms of land development potential.

I do not deny that many of my problems relate to land development and many of the matters in which I am involved necessitate a hard-headed look at fishy situations. I suggest to you, however, that if this were my only criteria, there would be an awful lot more discontent in our urban renewal areas than has been evidenced in the last ten years. Certainly, we want the best deal for all of the people in Halifax but we appreciate that these best deals also involve fair and reasonable treatment to the 5,000 to 6,000 people who are affected by our actions.

The concept of developing the northern slopes of Halifax for industrial purposes has been a figment of a number of people's imagination for many years. It once got to the point where staff were required to prepare a conceptual plan and submit it to City Council. We have probably 200 to 300 conceptual plans for different portions of the City, none of which have or will ever be implemented. Preparation of a conceptual plan probably takes someone with a felt pen two or three hours.

When we first looked at Africville, we were aware that while people had "a home," that home represented at most \$50 to \$200 value to the individual who occupied it. There were "conveyances" taking place amongst the residents of Africville without benefit of legal status and at the

.... /5

Mr. Kell Antoft,
November 26, 1971,
Page 5.

prices quoted above. We felt that the only way title could be clarified so that the residents would be able to realize something was for the City to take ownership, to pay the residents a reasonable fee and to subsequently expropriate in order to establish a title. Without action by the City, the residents were limited to what they could obtain from casual conveyances.

Much is made in the report of our failure to go into a great deal of study on titles. It seems to me after reading the report, that the authors have simply proven our point. We would have gained absolutely nothing by undertaking the research which was undertaken by the authors. They simply proved what we already knew.

In their original estimates for Africville, we were aware of the prices at which properties were changing hands. In effect, we trebled these prices and set this up as the basis for compensation. This estimate was made long before Council decided on another course of action.

We gave very little thought, if any, to what we were likely to recover in ultimate disposal of the lands. Frankly, we felt that we would be lucky to recover our original estimate and would not, in our wildest dreams, have ever anticipated recovering what we actually spent. We anticipated that perhaps some of the land might be used for Harbour Drive but we certainly did not expect that it would be used for bridge approaches. In fact, as His Worship pointed out, City Staff and City Council strongly opposed the construction of the Narrows Bridge. Certainly, if we had been looking for a full return on our investment we would not have been prepared to turn over lands in this area to the Bridge Commission at no charge.

Finally, and in vindication of our thoughts at that time, I should point out that we recently offered 35 acres of the Prison Lands for residential development. We were offered and accepted a proposal which would return the City about \$750,000 for 35 acres of land. This compares with our disbursements of approximately \$600,000 for 12 acres of land five or six years ago. In my view, the Prison lands are preferable to the Africville site for development purposes.

.... /6

Mr. Kell Antoft,
November 26, 1971,
Page 6.

There are numerous other points on which I could comment. There is, however, little point in doing this. The object of the exercise is surely not to defend oneself, or the City, or the Province.

When the Africville study was first broached, I was quite enthusiastic about it. I felt that such a study would be extremely useful to those concerned in dealing with problems of a like nature. I realized that the problem would never be completed in the sense that the benefits or disadvantages accruing from any course of action could only be measured generations later. Nevertheless, there are within Nova Scotia and Canada many communities equivalent to or worse than Africville which must be dealt with at some time. It is inconceivable to me that the people of Canada can permit such conditions to continue. I had hoped that the Africville study might indicate guide lines which could be followed. Frankly, I think the report as now drafted will set back any programme for dealing with these conditions for years to come.

I would have thought that after having spent so many months on this study the authors would have been prepared to either accept what was done with appropriate criticism where the programme fell short or offer some viable alternatives. This was not done so I can only conclude that the report serves very little useful purpose.

In my own view, the Africville Relocation Programme fell short in one respect only. This related to the follow-up actions after relocation was completed. There is, however, in my view, good and sufficient reason for this shortcoming. The City of Halifax is dealing with many disadvantaged people, many people who are subject to relocation, and special consideration for a relatively small portion of this population could only adversely affect the overall programme. Throughout the Africville Relocation, precedents established in Africville were being used to deter and detract from other programmes.

Yours very truly,



R. B. Grant,
Director of Development.

RBG:nbc

c.c. John A. McKenzie

b.c.c. H. Crowell, and C. McC. Henderson

P.S. Much is made in the report about the case of "Pa" Miller. I would simply like to have it made clear that this particular event took place after responsibility for Africville had been assumed by a Department other than the Development Department.



THE INSTITUTE OF PUBLIC AFFAIRS
DALHOUSIE UNIVERSITY, HALIFAX, CANADA

October 26, 1971

Mr. Cyril Henderson
City Manager
City Hall
Halifax N.S.

Dear Cyril:

One of the criticisms which has been made of the Africville Relocation Report is that it does not sufficiently place this particular relocation in the context of other redevelopment projects being undertaken in Halifax during the 60's. Therefore, the report tends to leave the impression that Africville was an isolated instance, and that the residents were singled out for this process because they were marginal to the main life of the city. The authors who are preparing the report for publication by McClelland and Stewart, are anxious to place it in the context of the general redevelopment program adopted by Halifax during the period under review.

I am therefore writing to ask if the City could provide a record of other major relocations during that time. Grant, in discussing his role during the decision-making and conduct of the Africville relocation states (page 6-4), "My basic function was to start an urban renewal and redevelopment program in the City of Halifax. There were three fundamental priorities and they were, the Central Redevelopment Area, Uniacke Square Clearance Program, and Africville."

For the purpose of the authors, it would be useful if the basic facts of these other relocations, in terms of number of people involved, the area being redeveloped, the number of houses demolished, etc. etc. could be provided. I think this would go far in placing Africville in a better overall perspective.

If this information can be provided, it would be very much appreciated.

Yours sincerely,

Kell Antoft
Kell Antoft
Assistant Director (Administration)

*Office
429-6860x*



THE INSTITUTE OF PUBLIC AFFAIRS
DALHOUSIE UNIVERSITY, HALIFAX CANADA

September 28, 1971.

Mr. Robert B. Grant,
Director of Development,
City Hall,
Halifax, Nova Scotia.

Dear Mr. Grant:

Dr. Donald Clairmont and Professor Dennis Magill have finished the Africville Relocation Report and it has been submitted to the Nova Scotia Department of Public Welfare. Before the report is released to the public we would like to receive your comments. For your review, enclosed is a copy of the chapter which discusses your role in the relocation.

If you wish to comment on any of the details of the chapter, would you please forward within the next two weeks any comments to me. I will then pass them along to the authors.

Yours sincerely,

Kell Antoft

Kell Antoft
Assistant Director, Administration

*Oct. 27/71
Comments by
2 weeks -
copy to Joe A. Clark
original to*

Enc. chapters 6 & 7

*for meeting
with McKinnon*



Jan 31
File
Feb 30

Mr. D.F. Murphy, City Solicitor

A. W. Churchill, Administrative Assistant

January 14, 1970

Lease - Mr. Aaron Carvery, 3297 Prescott Street.

You may remember my mentioning an inquiry from a Mrs. Wood of Columbus Street regarding the use of the garage at the above address. If I understood her correctly, she rented the garage from the people from whom the Bridge Commission bought the property and was allowed to park there free of charge afterward in return for "keeping an eye on the property."

Mr. Crowell said a few days ago that Mr. Carvery was allowing Mrs. Wood to use the garage free of charge as a "neighborly gesture." While I dislike disturbing such arrangements, it seems that the garage ought to be sublet in the proper way so that the City's meager rental can be increased. If we are in a position legally to insist on such an arrangement, would you please advise Mr. Crowell and Mr. Langmaid. (The Social Assistance Department is responsible for tenant relations; and the Real Estate Division, for general administration and maintenance of the property.)

7/31/70
Mrs Wood is
no longer using it.
He is storing junk
there now.



A. W. Churchill
Administrative Assistant

AWC/mjm

cc Mr. S.J. Langmaid

Mr. H.D. Crowell

PETITIONS & DELEGATIONS

His Worship the Mayor asked that before moving to Items 9 (a) and 9 (b) on the agenda, copies of the following documents be tabled:

1. Letter dated January 20, 1970 from the Nova Scotia Association for the Advancement of Coloured People:

"2953 Winston Place
Halifax N.S.
January 20, 1970

"His Worship the Mayor Allan O'Brien & Members of Council,
City Hall,
Halifax, N.S.

"Your Worship and Members of Council:

"The Nova Scotia Association for the Advancement of Coloured People is hereby bringing to your attention an incident which took place at City Hall about two weeks previous to January 12, 1970. Mr. Aaron Carvery of Africville was taken into an office at City Hall in which were Messrs. Donald Murphy, City Solicitor, Sydney Langmaid, Supervisor of Real Estate, Harold Crowell, Social Planner, Harry Carter, Special Project Worker and two or

*Council
Jan 29/70*

Council,
January 29, 1970

a letter of apology from himself or Council, and Mr. Carvery had stated he felt the matter closed and he did not want anything further in the way of an apology. However, Mr. Crowell said, he was certainly prepared to send Mr. Carvery a written apology if this would right the wrong which had been done. In closing Mr. Crowell said he wished to emphasize that he had attended the meeting under discussion on behalf of, and not against, Mr. Carvery, and he felt it was important to him as a social worker, and an individual, to have this point clarified before the Council and the public.

MOVED by Alderman McGuire, seconded by Alderman Abbott, that the Resolution as submitted be approved. Motion passed unanimously.

Council,
January 29, 1970

"three other men, where he was both pressured and coerced to sell his property in Africville by being shown a satchel full of money, allegedly \$14,000.00 in cash. We consider such behaviour to have been not only an insult to Mr. Carvery's dignity, but also a grossly immoral act, motivated by a total disrespect for this gentleman as a fellow human being, because of his age, and his station in life. Such blatant disregard for one's human dignity is of course unpardonable and even more so when initiated by supposedly trusted public servants.

"We of the Nova Scotia Association for the Advancement of Coloured People are therefore demanding an investigation of this incident, disciplinary action against the perpetrators of this evil act, a public apology to Mr. Carvery, and assurances that such behaviour will never again take place regardless of who the individuals involved may be.

"We further request that City Council adopt a motion expressing its disapproval of this conduct and dissociating itself both in principle and in fact from this disgraceful action on the part of staff.

"Yours truly,
(Sgd) H.A.J. Wedderburn
FOR THE EXECUTIVE
NOVA SCOTIA ASSOCIATION FOR THE
ADVANCEMENT OF COLOURED PEOPLE.

2. Report dated January 23, 1970 by City Manager, entitled "Africville Relocation - Mr. Aaron Carvery":

"To: His Worship the Mayor and Members of City Council
From: S.A. Ward, City Manager
Date: January 23, 1970
Subject: Africville Relocation - Mr. Aaron Carvery

"On December 4th of last year a meeting took place in City Hall for the purpose of obtaining possession of a house belonging to the City of Halifax.

"In summary, this meeting was necessary for the following reasons:

1. Mr. Aaron Carvery's property was owned by the City of Halifax at that time by virtue of lawful expropriation on November 28th, 1969.
2. The Halifax-Dartmouth Bridge Commission was most insistent that the house owned by the City be removed to allow an approach road to the A. Murray MacKay Bridge to be completed in order to avoid imposition of contractor's penalties amounting to thousands of dollars a day.
3. City staff was attempting to have done voluntarily that act which could have been achieved by an order of the Court to give up possession.

Council,
January 29, 1970

"4. This transaction was of a different nature from the City's normal property acquisitions because it also involved the search for alternative housing, since Mr. Carvery was a resident of Africville and was entitled to certain considerations granted by City Council in its initial decision to relocate the residents of that area.

"Present at the meeting were the City Solicitor, Mr. D.F. Murphy, who acted as the City's chief spokesman; Mr. D.B. Hyndman, Director of Finance and City Treasurer who had withdrawn funds from the bank on the City's behalf; Mr. C.W. Smith, Internal Auditor, who was present to ensure the propriety of any transaction; Mr. H.D. Crowell, Social Planner, and Mr. Harry Carter, Special Projects Worker, Social Assistance Department, (himself a former Africville resident) who, in effect, were present on Mr. Carvery's behalf. Also present were two plainclothes Police officers who safeguarded the funds from the time of withdrawal. (A statement that Mr. S.J. Langmaid was also at this meeting is erroneous).

"It is correct that in the course of this meeting of staff with Mr. Carvery, the amount of approved compensation was available to Mr. Carvery in cash, and he was in fact shown the money. The meeting was not held as the NSACCP states, to "coerce" Mr. Carvery into selling his property for \$14,000 or any other amount: the City already owned the property because of the expropriation. The meeting was held for the sole purpose of seeking Mr. Carvery's agreement to vacate the Africville property.

"The meeting concerned itself primarily with rehousing Mr. Carvery so that he could move with reasonable peace of mind. Mr. Carvery, however, maintained his position that the City should pay him the agreed compensation and buy or otherwise make available a five- or six-room house, or pay him \$35,000. Various housing alternatives were discussed, but the meeting ended inconclusively.

"At the outset of the meeting, Mr. Carvery was told that he had a right to legal services of his choice at City expense. He was asked if he had obtained legal advice; his reply indicated that he did not, in his opinion, need it. Mr. Carvery's failure or reluctance to obtain legal advice, in the opinion of staff, may have accounted for his failure to understand his position regarding ownership and compensation.

"In viewing the history of negotiations with respect to this property, it is essential to keep in mind that the transaction was not a straightforward one wherein the City merely sought to acquire a property for some legitimate public use. It was part and parcel of the City's undertaking to relocate the people of Africville, who were entitled to full compensation for their interests in land and buildings and, among other things, to being rehoused through the City's efforts.

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"Mr. Aaron Carvery's interest was the last for which compensation was to be paid and he was the last person for whom the City was obligated to find acceptable housing.

"Two factors made the relocation of Mr. Carvery different from any other:

1. Mr. Carvery's determination not to accept compensation commensurate with the realistic value of his property as established by numerous precedents, including identical interests in the same lands;
2. the fact that the lands which Mr. Carvery occupied ultimately were in the path of the approaches to the A. Murray MacKay Bridge.

"Negotiations with Mr. Carvery extended over a period of more than three years. His continued refusal to accept either the compensation or the alternative housing offered by the City brought the matter eventually to a point of crisis caused by the Halifax-Dartmouth Bridge Commission's need for the land. Inevitably, this brought about heavy pressure from the contractors for access to the land, the threat of substantial financial penalties and the prospect of a delay of unknown duration in the opening of the new bridge. The relocation of Mr. Aaron Carvery, therefore, took on a dimension which did not apply in any other Africville relocation case.

"Mr. Carvery was one of five heirs of the estate of William Carvery. Council had authorized acquisition of the estate of William Carvery lands for \$25,000. Four of the heirs, brother and sisters of Mr. Carvery, had accepted \$5,000.00 each for their interest, had given up possession of their properties and relocated elsewhere in the City.

"In view of the impasse, staff requested the long disbanded Africville Sub-Committee to reconvene to consider a settlement "which would be consistent with the spirit and intent of the total Africville relocation program". At a meeting on September 29, a settlement of \$14,387.76 was agreed upon to be recommended to Council. The subsequent staff report recommended as follows:

- '1. A total settlement of \$14,387.76 be offered to Aaron Carvey, to include compensation for his interest in the William Carvery Estate, his dwellings remaining on the property, his interest in the Estate of Maizie Carvery, furniture and moving allowance, and refund of an amount equal to property taxes paid by him subsequent to the (1953) death of William Carvery, Senior.
- '2. In the event that Aaron Carvery should be unwilling to accept the above offer of settlement, it is further recommended that the City proceed immediately with expropriation, ensuring that construction of the Narrows Bridge be delayed no further, but that City Staff make

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'every effort to facilitate Mr. Carvery's relocation by offering suitable accommodations, presently being held in reserve for this purpose. However, Mr. Carvery should be assured a settlement from the City of an amount at least equal to the \$14,387.76 being offered, regardless of any decision reached in the law courts.

- '3. City staff be directed to interpret to Mr. Carvery his right to legal counsel of his own choice, at the expense of the City, should he wish to have formal representation in opposing the terms of relocation offered to him.'

"City Council approved the recommendations on October 15 and they were communicated to Mr. Carvery by letter and by word of mouth. Mr. Carvery refused to accept either the compensation or any of the housing offered him by the City, and expropriation, therefore, had to be proceeded with. City Council gave its formal approval on November 26, and the actual expropriation took place on November 28. The City, thus, became the owner of the property in question, and Mr. Carvery was so informed. Mr. Carvery was guaranteed compensation of \$14,387.76 even should the courts establish a lesser valuation.

"Mr. Carvery refused to vacate the premises, and it became apparent that he would not do so until he was absolutely assured of both housing and compensation to his satisfaction. The City's alternatives at that point were limited to (a) continued negotiation with Mr. Carvery in the hope that he would accept the approved compensation and vacate on the assurance that the search for suitable accommodation would be continued until concluded to his satisfaction; (b) seeking an order of the Court requiring Mr. Carvery to give possession. As stated in a staff report to Council on November 26, such a step was to be taken only on a "last resort" basis. While preliminary preparations respecting an application for such an order were put in motion, staff chose for the moment to continue to negotiate for an amicable conclusion to the relocation.

"For the record, Mr. Aaron Carvery eventually accepted the amount of approved compensation of \$14,387.76. With the exception of an inoperable truck, all of Mr. Carvery's possessions at Africville (the contents of three buildings) were moved and placed in storage at City expense. The City bought, at a cost of \$13,000, a relatively new six-room dwelling in a very good residential area of the City. This house is leased to Mr. Carvery on the basis of the public housing formula, which in this case is \$20.00 monthly. The City has, in addition, invested hundreds of hours of staff time in an effort to relocate Mr. Carvery amicably and to his satisfaction.

"Complete details of the City's dealings with and on behalf of Mr. Carvery are available to members of Council from the City's files at any time."

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3. Letter dated January 27, 1970 from D.F. Murphy, City Solicitor to His Worship the Mayor and Members of City Council

"January 27, 1970

"His Worship the Mayor Allan O'Brien and Members of City Council,
City Hall,
Halifax, N.S.

"Your Worship and Members of Council:

"It has been interpreted that the offering of a sum of money in arriving at a settlement of an expropriation claim with Aaron Carvery constituted an insult to his dignity and indicated a disrespect for him as a human being. No such insult and no such affront was intended. Quite the opposite situation, in fact, motivated the action. It was at least in part an acknowledgment of his tenacity, his ability to hold out against the machinery of government and the expropriation process that dictated the departure from normal practice in the settlement of an expropriation claim.

"If the meeting at City Hall itself, the conduct of the meeting in any way, the presence of those persons who by circumstance were compelled to be present, or if any other factor surrounding the meeting or the showing of the sum of money was construed by him or anyone on his behalf to be coercive in the derogatory sense, or insulting to him, I do sincerely apologize.

"I did not know Mr. Carvery prior to the meeting except as the remaining Africville resident in our relocation program. At the meeting I admired and respected him as a person and the manner in which he conducted himself; which admiration and respect continues today.

"Yours truly,

(Sgd) Donald F. Murphy
City Solicitor"

4. Letter dated January 27, 1970 from Harold Crowell, Social Planner to His Worship the Mayor and Members of City Council:

"January 27, 1970

"His Worship Mayor Allan O'Brien and Members of City Council,
Halifax, N.S.

"Your Worship and Members of Council:

"I would like to make the following statement in response to the letter that you have received from Mr. H.A.J. Wedderburn, dated January 20, 1970.

"I was present at the meeting referred to, along with Mr. Harry Carter, a member of my staff. I would like to make it clear that we attended this meeting in the capacity of Social Worker and Special Projects Worker for the Africville Follow-up

Council,
January 29, 1970

"Program and acted in support of the interests of Mr. Carvery. In my opinion, Mr. Carter and myself would have been remiss in our duties if we had not been present at any meeting where negotiations were taking place.

"I feel that the offering of cash to Mr. Carvery as a settlement for his property was an unintended mistake. It was a mistake because I realized that he was offended by the action and considered it an affront to his dignity. I certainly regret any offence Mr. Carvery may have suffered as a result of the meeting but I continue to feel that this was in no way intended.

"Yours truly,
(Sgd) Harold Crowell
Social Planner."

5. Telex message from the National Black Coalition
Received January 28, 1970

"Montreal, Que. January 27
His Worship Mayor Allen O'Brien and City Councillors
City Council, Halifax, N.S.

The National Black Coalition support the stand taken by the N.S.A.A.C.P. regarding the manner in which your employees treated Mr. Carvery STOP The statement by your Manager neither justifies nor vindicates this grossly immoral act and disregard for human dignity STOP Nothing short of a public apology to Mr. Carvery by those involved in this insult will be satisfactory.

"(Sgd) National Black Coalition"

6. His Worship Mayor Allen O'Brien's Statement to the NSAACP
Meeting on January 27, 1970:

"I am a member of NSAACP and proud of it. I am also a part of the City Government and no less proud of that.

"The issue about which Mr. Wedderburn came to see me seems to be one which could seriously divide our City Government, that is yours and mine, from our organization, the NSAACP.

"This need not be. We all make mistakes. My reaction was to call the cash incident with Mr. Carvery "a serious error of judgment". Your letter to the City is not without serious errors of judgment, and indeed fact.

"In the circumstances, I have today consulted Aldermen, staff, Mr. Wedderburn and Mr. Schiff.

"It is clear that we could have a real confrontation. You could tell us about our errors; we could tell you about yours. You

Council,
January 29, 1970

"could tell us that we were deliberately wrong; we could say the same about you. What would this achieve? We might both be wrong. Or perhaps we're both right from some point of view. Would the facts be clearer? Not likely.

"I now wish to read a statement from Mr. Donald Murphy, the City Solicitor. Mr. Murphy is a man for whom I have the utmost respect. He works hard, and with great good-will and intelligence for the citizens of Halifax, including you and me. His statement follows:

(As quoted above)

"Now I wish to read a statement from Mr. Harold Crowell, our Social Planner. Mr. Crowell is a brilliant man, dedicated to finding ways of helping the poor to achieve livable incomes and a sense of their own worth as members of society. His statement reads:

(As quoted above)

"Finally, your letter was completely off-base with respect to Mr. Langmaid. This is a matter on which an immediate apology would seem to have been in order.

"Having provided this information in addition to the Manager's report, we now face the question: "What do we do about it?"

"During the day, I was able to reach 7 of the 10 Aldermen. They have agreed, subject to your concurrence, to ask the Nova Scotia Human Rights Commission to examine the matters referred to in your letter and to report publicly their independent judgment.

"If the Commission is to examine the issues with the opportunity to exercise objective judgment, then in my view the NSAACP, the BUF, and the City should refrain from further statements which would tend to inflame the situation until their report is completed. I urge this course upon you."

Delegation - Nova Scotia Association for the Advancement of Coloured
People

Mr. H.A.J. Wedderburn addressed the Council

as follows:

"Your Worship and Members of City Council, I am speaking tonight specifically on behalf of The Nova Scotia Association for the Advancement of Coloured People. I am confident that I am expressing also, a view shared by many concerned citizens of Halifax.

"We have read the City Manager's published admission that the Carvery incident did take place, and also Your Worship's public acknowledgment that in your opinion the incident

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"represented an error in judgment. We noted as well the City Manager's failure to name the individual or individuals who conceived and authorized this immoral act.

"The NSAACP accepts the apologies of City Solicitor, Donald F. Murphy, and Social Planner Harold Crowell. Because there can be no justification, however, for such action by experienced men in responsible positions of public trust, we believe that it is incumbent upon this Council to instruct the offending staff members to write an expression of apology to Mr. Carvery, and for this Council to utter a policy statement that it will not in future tolerate repetitions of this kind of practice. Council should also make it public knowledge who conceived this unusual approach of doing civic business, and who authorized the withdrawal of such large sums of tax-payers' money for this purpose.

"Finally, we should like to take this opportunity to extend a public apology to Mr. Langmaid, a Supervisor of Real Estate, for having erroneously associated him with participation in this deeply regrettable situation, and regret the embarrassment that mistaken references to him must have caused."

Delegation - Board of Directors of the Black United Front of
Nova Scotia

Mrs. Carrie Best addressed the Council as

follows:

"I am here representing the Black United Front. At a regular meeting of the Board of Directors on Saturday, January 24, a resolution was unanimously passed that a representation from that body present this submission to your Council tonight, and I wish to express first the information that the Board of Directors is composed of persons from all black communities in Nova Scotia, and it was the unanimous decision of the Board that this submission should be for black people throughout the Province, and not only for the City of Halifax, and I was elected to submit it to you.

"The submission concerns Mr. Aaron Carvery and the manner in which negotiations were carried out for the purchase of his property. First, we wish to assure the members of City Council that we have never doubted the ability of the City of Halifax to pay its obligations, so that the procedure whereby money was displayed to Mr. Carvery, to us, is most unusual.

"We note also that Mr. Murphy, the City Solicitor, and Mr. Crowell, the City Planner, who were present at the meeting in question, have issued statements of apology. We wish to emphasize that we deeply deplore and detest

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"the fact that the chief executive of the City, the City Manager, who issued a statement admitting his involvement in the incident, and then later tried to justify it, has not yet seen fit to offer his apology. We demand that Mr. Murphy's and Mr. Crowell's apologies be published in full, along with the apology of the City Manager.

"We wish to point out the fact that Mr. Carvery is a member of an under-privileged class of people, and from a human rights standpoint, to subject a man of 70 years to this humiliation was a basic denial of his human rights: It was inhuman, unkind, and un-Christian. Particularly as a result of his age and blackness, Mr. Carvery has already suffered from social and economic deprivation. This was an insult to the entire ethnic group of which Mr. Carvery is a member. It would cause one to ask about the settlements reached for other Africville properties.

"The City Manager's statement of January 23 was intended to confuse and cloud the issue."

At this point, His Worship the Mayor interrupted Mrs. Best to state that it was the rule of the Chamber not to allow the questioning of the motives of others. He said that to imply that such and such was the intention of the City Manager could not go unchallenged. His Worship the Mayor said he knew the City Manager well enough to know that it was not his intention to confuse and cloud the issue.

Mrs. Best apologized for her statement, but said it expressed the feeling of the group she was representing. She continued her submission as follows:

"We demand that the apology of Mr. Murphy and Mr. Crowell be written into the official records of Council and published in full, along with the apology of the City Manager.

"We also demand that City Council adopt a resolution tonight, accepting the above apologies and regretting the incident, and expressing total disapproval of the use of cash as an inducement to obtain a settlement in negotiations. We wish to be assured that such action is contrary to the policy of the City of Halifax, and will not occur again.

"We demand that the City Manager and other staff members involved, transmit their letters of apology to Mr. Carvery.

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January 29, 1970

"And finally, that the City Manager be instructed to immediately undertake a training course in sensitivity training in dealing with minority groups and other disadvantaged people - this course should be compulsory for all division chiefs, department heads, in fact, all staff members who deal with the public. Such a course is available from the Human Rights Commission.

"We expect the City of Halifax, the capital of the Province, to set an example to smaller communities of the manner in which municipal affairs are carried on, and I would like very much that the result of this meeting be placed on record so that in other communities where industrial expansion is going on which involves the rights and properties of under-privileged persons, their rights shall not be denied them. We are watching this situation very closely in New Glasgow, where a shopping center is being constructed on property which involves negroes. You say that the City Manager erred in judgment, but it will be of great help for us to be able to point to the City of Halifax and say: This is what was done when a member of the City staff erred in his judgment."

Alderman McGuire stated that in anticipation of tonight's meeting, a number of the Aldermen had met to discuss the matter, the result of which had been the drawing up of a Resolution. The resolution, he added, did not answer in every detail the requests from Mr. Wedderburn and Mrs. Best, but he felt the general intention of the resolution would be clear to them. Furthermore, he said, if members of Council so desired, the motion could be amended. The Resolution, he said, was that Council accept the following statements as its policy in the matter:

1. City Council recognizes the error in judgment of the cash incident, supports its staff in their motivation, and recognizes that the City should have sought a Court Order as the means to secure vacant possession of a City-owned property. In future, a Court Order would be used.
2. The City does not accept the moral judgments or errors of the NSAACP letter, but notwithstanding, endorses the apology to Mr. Carvery which is contained in the letters of Mr. Murphy and Mr. Crowell.
3. The City offered to refer the matter to the Nova Scotia Human Rights Commission. The NSAACP rejected this offer. The City is not prepared to deny the competence of the Human Rights Commission by adding nominees to a Committee to investigate.

Council,
January 29, 1970

4. The report of Mr. Ward and the statements of Mr. Murphy and Mr. Crowell provide the facts and put the matter in perspective.
5. The City, having acknowledged the error of judgment, having endorsed the apology to Mr. Carvery, and having accepted the City Manager's report on the facts, now with respect to all those involved in the case, considers the matter closed.

Alderman McGuire said that since Mr. Carvery was actually the center of the whole matter, he was willing to amend the motion to include an instruction that Mr. Murphy and Mr. Crowell address their letters of apology to Mr. Carvery.

The City Solicitor rose to say he did not feel such an instruction was necessary on his part, and preferred to see the matter of how his apology would be transmitted to Mr. Carvery, left to his own decision and judgment.

Alderman McGuire thereupon agreed to withdraw such an amendment.

Mr. Crowell asked permission to speak, and stated it appeared to him that he had been cast in a role which he did not like. He said he firmly believed in the goals and objectives of the NSAACP, and in human rights, and it was not part of his code of ethics, or of any social worker, to be part of putting another man down, be such a man old, black, or white. Mr. Crowell stated that he had not been in favour of having cash displayed to Mr. Carvery, and he had apologized to Mr. Carvery on this matter after the meeting, having seen that Mr. Carvery had been made uncomfortable. Mr. Crowell stated he had seen Mr. Carvery since that meeting, and had again personally apologized. He said Mr. Carvery had been asked if he wanted

Received January 28, 1970. a.m.

NL CPCN Montreal, Que. 27.

His Worship Mayor Allen O'Brien and City Councillors
City Council, Halifax, N. S.

The National Black Coalition support the stand taken by the N.S.A.A.C.P.
regarding the manner in which your employees treated Mr. Carvery stop
The statement by your Manager neither justifies nor vindicates this grossly
immoral act and disregard for human dignity stop Nothing short of a public
apology to Mr. Carvery by those involved in this insult will be satisfactory.

(Sgd) National Black Coalition.

1. City Council recognizes the error in judgment of the cash incident, supports its staff in their motivation, and recognizes that the City should have sought a Court Order as the means to secure vacant possession of a City-owned property. In future, a Court Order would be used, ~~if similar circumstances arise.~~
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5. The City, having acknowledged the error of judgment, having endorsed the apology to Mr. Carvery, and having accepted the City Manager's report on the facts, now considers the matter closed.

MAYOR O' BRIEN TO NSAACP Meeting, January 27, 1970.

I am a member of NSAACP and proud of it. I am also a part of the City Government and no less proud of that.

The issue about which Mr. Wedderburn came to see me seems to be one which could seriously divide our city government, that is yours and mine, from our organization, the NSAACP.

This need not be. We all make mistakes. My reaction was to call the cash incident with Mr. Carvery "a serious error of judgment". Your letter to the City is not without serious errors of judgment, and indeed fact.

In the circumstances, I have today consulted Aldermen, staff, Mr. Wedderburn and Mr. Schiff.

It is clear that we could have a real confrontation. You could tell us about our errors; we could tell you about yours. You could tell us that we were deliberately wrong; we could say the same about you. What would this achieve? We might both be wrong. Or perhaps we're both right from some point of view. Would the facts be clearer? Not likely.

I now wish to read a statement from Mr. Donald Murphy, the City Solicitor. Mr. Murphy is a man for whom I have the utmost respect. He works hard, and with great good-will and intelligence for the citizens of Halifax, including you and me. His statement follows -

Next I wish to read a statement from Mr. Harold Crowell, our Social Planner. Mr. Crowell is a brilliant man, dedicated to finding ways of helping the poor to achieve livable incomes and a sense of their own worth as members of society. His statement reads -

Finally, your letter was completely off base with respect to Mr. Langmaid. This is a matter on which an immediate apology would seem to have been in order.

Having provided this information in addition to the Manager's report, we now face the question, "What do we do about it?"

During the day, I was able to reach 7 of the 10 Aldermen. They have agreed, subject to your concurrence, to ask the Nova Scotia Human Rights Commission to examine the matters referred to in your letter and to report publicly their independent judgment.

If the Commission is to examine the issues with the opportunity to exercise objective judgment, then in my view the NSAACP, the BUF, and the City should refrain from further statements which would tend to inflame the situation until their report is completed. I urge this course upon you.

(C O P Y)

January 27, 1970.

His Worship Mayor Allan O'Brien
and Members of Council
City Hall
Halifax, Nova Scotia.

Your Worship and Members of Council:

It has been interpreted that the offering of a sum of money in arriving at a settlement of an expropriation claim with Aaron Carvery constituted an insult to his dignity and indicated a disrespect for him as a human being. No such insult and no such affront was intended. Quite the opposite situation, in fact, motivated the action. It was at least in part an acknowledgment of his tenacity, his ability to hold out against the machinery of government and the expropriation process that dictated the departure from normal practice in the settlement of an expropriation claim.

If the meeting at City Hall itself, the conduct of the meeting in any way, the presence of those persons who by circumstance were compelled to be present, or if any other factor surrounding the meeting or the showing of the sum of money was construed by him or anyone on his behalf to be coercive in the derogatory sense, or insulting to him, I do sincerely apologize.

I did not know Mr. Carvery prior to the meeting except as the remaining Africville resident in our relocation program. At the meeting I admired and respected him as a person and the manner in which he conducted himself; which admiration and respect continues today.

Yours truly,

(Sgd) Donald F. Murphy

City Solicitor

(C O P Y)

January 27, 1970.

His Worship Mayor Allan O'Brien
and Members of Council
City Hall
Halifax, Nova Scotia.

Your Worship and Members of Council:

I would like to make the following statement in response to the letter that you have received from Mr. H. A. J. Wedderburn, dated January 20, 1970.

I was present at the meeting referred to, along with Mr. Harry Carter, a member of my staff. I would like to make it clear that we attended this meeting in the capacity of Social Worker and Special Projects Worker for the Africville Follow-up Program and acted in support of the interests of Mr. Carvery. In my opinion, Mr. Carter and myself would have been remiss in our duties if we had not been present at any meeting where negotiations were taking place.

I feel that the offering of cash to Mr. Carvery as a settlement for his property was an unintended mistake. It was a mistake because I realized that he was offended by the action and considered it an affront to his dignity. I certainly regret any offence Mr. Carvery may have suffered as a result of the meeting but I continue to feel that this was in no way intended.

Yours truly,

(Sgd) Harold Crowell

Social Planner.

For Council File

(Petition Delegation section)

January 27, 1970

His Worship Mayor Allan O'Brien
and Members of Council
City Hall
Halifax, Nova Scotia

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Yours truly,

Donald F. Murphy
City Solicitor

DFM/f

January 27, 1970

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and Members of Council
City Hall
Halifax, Nova Scotia

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Yours truly,

Harold Crowell
Social Planner

HDC/f

Council File
(let this delegation)

To: His Worship the Mayor
and Members of City Council

From: S. A. Ward, City Manager

Date: January 23, 1970

Subject: Africville Relocation - Mr. Aaron Carvery

On December 4th of last year a meeting took place in City Hall for the purpose of obtaining possession of a house belonging to the City of Halifax.

In summary, this meeting was necessary for the following reasons:

1. Mr. Aaron Carvery's property was owned by the City of Halifax at that time by virtue of lawful expropriation on November 28th, 1969.
2. The Halifax-Dartmouth Bridge Commission was most insistent that the house owned by the City be removed to allow an approach road to the A. Murray MacKay Bridge to be completed in order to avoid imposition of contractor's penalties amounting to thousands of dollars a day.
3. City staff was attempting to have done voluntarily that act which could have been achieved by an order of the Court to give up possession.
4. This transaction was of a different nature from the City's normal property acquisitions because it also involved the search for alternative housing, since Mr. Carvery was a resident of Africville and was entitled to certain considerations granted by City Council in its initial decision to relocate the residents of that area.

Present at the meeting were the City Solicitor, Mr. D. F. Murphy, who acted as the City's chief spokesman; Mr. D. B. Hyndman, Director of Finance and City Treasurer who had withdrawn funds from the bank on the City's behalf; Mr. C. W. Smith, Internal Auditor, who was present to ensure the propriety of any transaction; Mr. H. D. Crowell, Social Planner, and Mr. Harry Carter, Special Projects Worker, Social Assistance Department, (himself a former Africville resident) who, in effect, were present on Mr. Carvery's behalf. Also present were two plainclothes Police officers who safeguarded the funds from the time of withdrawal. (A statement that Mr. S. J. Langmaid was also at this meeting is erroneous.)

It is correct that in the course of this meeting of staff with Mr. Carvery, the amount of approved compensation was available to Mr. Carvery in cash, and he was in fact shown the money. The meeting was not held as the NSAACP states, to "coerce" Mr. Carvery into selling his property for \$14,000 or any other

amount: the City already owned the property because of the expropriation. The meeting was held for the sole purpose of seeking Mr. Carvery's agreement to vacate the Africville property.

The meeting concerned itself primarily with rehousing Mr. Carvery so that he could move with reasonable peace of mind. Mr. Carvery, however, maintained his position that the City should pay him the agreed compensation and buy or otherwise make available a five- or six-room house, or pay him \$35,000. Various housing alternatives were discussed, but the meeting ended inconclusively.

At the outset of the meeting, Mr. Carvery was told that he had a right to legal services of his choice at City expense. He was asked if he had obtained legal advice; his reply indicated that he did not, in his opinion, need it. Mr. Carvery's failure or reluctance to obtain legal advice, in the opinion of staff, may have accounted for his failure to understand his position regarding ownership and compensation.

In viewing the history of negotiations with respect to this property, it is essential to keep in mind that the transaction was not a straightforward one wherein the City merely sought to acquire a property for some legitimate public use. It was part and parcel of the City's undertaking to relocate the people of Africville, who were entitled to full compensation for their interests in land and buildings and, among other things, to being rehoused through the City's efforts. Mr. Aaron Carvery's interest was the last for which compensation was to be paid and he was the last person for whom the City was obligated to find acceptable housing.

Two factors made the relocation of Mr. Carvery different from any other:

1. Mr. Carvery's determination not to accept compensation commensurate with the realistic value of his property as established by numerous precedents, including identical interests in the same lands;
2. the fact that the lands which Mr. Carvery occupied ultimately were in the path of the approaches to the A. Murray MacKay Bridge.

Negotiations with Mr. Carvery extended over a period of more than three years. His continued refusal to accept either the compensation or the alternative housing offered by the City brought the matter eventually to a point of crisis caused by the Halifax-Dartmouth Bridge Commission's need for the land. Inevitably, this brought about heavy pressure from the contractors for access to the land, the threat of substantial financial penalties and the prospect of a delay of unknown duration in the opening of the new bridge. The relocation of Mr. Aaron Carvery, therefore, took on a dimension which did not apply in any other Africville relocation case.

Mr. Carvery was one of five heirs of the estate of William Carvery. Council had authorized acquisition of the estate of William Carvery lands for \$25,000. Four of the heirs, brother and sisters of Mr. Carvery, had accepted \$5,000.00 each for their interest, had given up possession of their properties and relocated elsewhere in the City.

In view of the impasse, staff requested the long disbanded Africville Sub-Committee to re-convene to consider a settlement "which would be consistent with the spirit and intent of the total Africville relocation program." At a meeting on September 29, a settlement of \$14,387.76 was agreed upon to be recommended to Council. The subsequent staff report recommended as follows:

- "1. A total settlement of \$14,387.76 be offered to Aaron Carvery, to include compensation for his interest in the William Carvery Estate, his dwellings remaining on the property, his interest in the Estate of Maizie Carvery, furniture and moving allowance, and refund of an amount equal to property taxes paid by him subsequent to the (1953) death of William Carvery, Senior.
2. In the event that Aaron Carvery should be unwilling to accept the above offer of settlement, it is further recommended that the City proceed immediately with expropriation, ensuring that construction of the Narrows Bridge be delayed no further, but that City Staff make every effort to facilitate Mr. Carvery's relocation by offering suitable accommodations, presently being held in reserve for this purpose. However, Mr. Carvery should be assured a settlement from the City of an amount at least equal to the \$14,387.76 being offered, regardless of any decision reached in the law courts.
3. City staff be directed to interpret to Mr. Carvery his right to legal counsel of his own choice, at the expense of the City, should he wish to have formal representation in opposing the terms of relocation offered to him."

City Council approved the recommendations on October 15 and they were communicated to Mr. Carvery by letter and by word of mouth. Mr. Carvery refused to accept either the compensation or any of the housing offered him by the City, and expropriation, therefore, had to be proceeded with. City Council gave its formal approval on November 26, and the actual expropriation took place on November 28. The City, thus, became the owner of the property in question, and Mr. Carvery was so informed. Mr. Carvery was guaranteed compensation of \$14,387.76 even should the courts establish a lesser valuation.

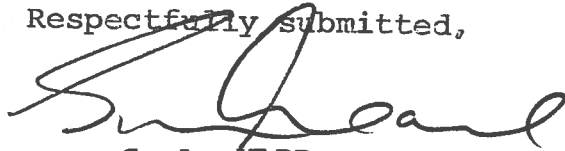
Mr. Carvery refused to vacate the premises, and it became apparent that he would not do so until he was absolutely assured of both housing and compensation to his satisfaction. The City's alternatives at that point were limited to (a) continued negotiation with Mr. Carvery in the hope that he would accept the approved compensation and vacate on the assurance

that the search for suitable accommodation would be continued until concluded to his satisfaction; (b) seeking an order of the Court requiring Mr. Carvery to give possession. As stated in a staff report to Council on November 26, such a step was to be taken only on a "last resort" basis. While preliminary preparations respecting an application for such an order were put in motion, staff chose for the moment to continue to negotiate for an amicable conclusion to the relocation.

For the record, Mr. Aaron Carvery eventually accepted the amount of approved compensation of \$14,387.76. With the exception of an inoperable truck, all of Mr. Carvery's possessions at Africville (the contents of three buildings) were moved and placed in storage at City expense. The City bought, at a cost of \$13,000, a relatively new six-room dwelling in a very good residential area of the City. This house is leased to Mr. Carvery on the basis of the public housing formula, which in this case is \$20.00 monthly. The City has, in addition, invested hundreds of hours of staff time in an effort to relocate Mr. Carvery amicably and to his satisfaction.

Complete details of the City's dealings with and on behalf of Mr. Carvery are available to members of Council from the City's files at any time.

Respectfully submitted,



S. A. WARD
City Manager

Is Sgh a good reason for this statement?

2953 Winston Place,
Halifax, N.S.

His Worship Mayor Allan O'Brien & Members of Council,
City Hall,
Halifax, N.S.

Your Worship and Members of Council:

The Nova Scotia Association for the Advancement of Coloured People is hereby bringing to your attention an incident which took place at City Hall about two weeks previous to January 12, 1970. Mr. Aaron Carvery of Africville was taken into an office at City Hall in which were Messers Donald Murphy, City Solicitor, Sydney Langmaid, Supervisor of Real Estate, Harold Crowell, Social Planner, Harry Carter, Special Project Worker and two or three other men, where he was both pressured and coerced to sell his property in Africville by being shown a satchel full of money, allegedly \$14,000.00 in cash. We consider such behaviour to have been not only an insult to Mr. Carvery's dignity, but also a grossly immoral act, motivated by a total disrespect for this gentleman as a fellow human being, because of his age, and his station in life. Such blatant disregard for one's human dignity is of course unpardonable and even more so when initiated by supposedly trusted public servants.

We of the Nova Scotia Association for the Advancement of Coloured People are therefore demanding an investigation of this incident, disciplinary action against the perpetrators of this evil act, a public apology to Mr. Carvery, and assurances that such behaviour will never again take place regardless of who the individuals involved may be.

We further request that City Council adopt a motion expressing it's disapproval of this conduct and dissociating itself both in principle and in fact from this disgraceful action on the part of staff.

Yours truly,

A. Carvery has accepted the settlement prior assembly C.C.

H.A.J. Wedderburn, FOR THE EXECUTIVE
NOVA SCOTIA ASSOCIATION FOR THE ADVANCEMENT
OF COLOURED PEOPLE



TO: Mr. S. Arnold Ward, City Manager 1. FOLLOW UP
FROM: D.F. Murphy, City Solicitor 2. FOLLOW UP
DATE: January 22, 1970 3. FOLLOW UP
SUBJECT: Aaron Carvery 4. COMPLETION DATE

You have requested me to inform you of the events that transpired at the meeting early in December, with Mr. Aaron Carvery, which has given rise to the adverse publicity the City is now suffering.

First of all, I think it ought to be made quite clear in any statement to the public that the meeting was not held primarily to settle on compensation or the amount of compensation. The purpose of the meeting was to acquire possession of the property, which had been acquired by the City through expropriation, and which stood in the way of the bridge construction. Because the City could not obtain possession of the property, we were advised that the City would be held responsible for the thousands of dollars of increased cost of construction of the bridge arising from the delay in the acquisition of possession of the property.

It should be pointed out that at the time of the meeting the property had been expropriated by the City, and was therefore owned by the City. The land in question had been owned by the Estate of William Carvery and Aaron Carvery was one of six heirs of that Estate. City Council had previously approved of the purchase of the lands of the Estate of William Carvery for \$30,000.00. The five other heirs had accepted the \$5,000.00 each for their share, and ~~they~~ had been relocated elsewhere in the City.

*Brothers
d Sisters*

~~Negotiations~~ Negotiations with Aaron Carvery for the acquisition of his interest in these lands had taken place for approximately three years prior to the meeting. During that time Mr. Carvery indicated that he would never leave Africville, while at the same time indicating that he would accept an offer of \$35,000.00 plus a house elsewhere in the City as settlement of his claim. ~~Incidentally, the lands owned by the Estate of William Carvery were only assessed to the year 1960, the last year in which they were so assessed by the City.~~

Mr. Aaron Carvery had a 1/6 interest in the Estate of William Carvery, as stated above, and besides this he lived in two houses which were not on lands of the Estate of William Carvery. It was these houses that were in the path of the approach road to the bridge. The combined assessment of the lands in Africville in which Mr. Aaron Carvery had an interest in the year 1960, the last year in which they were assessed, was \$6,000.00.

The int of Aaron in Africville was assessed in 1960 at 6000

The matter of the expropriation of the property is vital to the issue and to the complaint of Mr. Wedderburn. It is a fact which was not understood by Mr. Wedderburn, or by Mr. Carvery either. It is an important fact because it has a direct bearing on the element of voluntariness in the transaction. The meeting has been referred to as a negotiation for the purchase of Mr. Carvery's interest. If that were so, the element of voluntariness on the part of Mr. Carvery would be far greater than that which his role demanded at that meeting.

In a purchase of the property, the vendor would have a right to sell or not to sell. In that situation, any inducement put forth which would limit the voluntariness of the vendor would be much more reprehensible. But, in the case of Mr. Carvery, the matter of sale of the property was not an issue - the City owned the property and was attempting to prevail upon Mr. Carvery to voluntarily leave the property a short time earlier than could have been achieved without his consent.

Under the terms of the City Charter, the City could have proceeded to the Courts and obtained an Order for Possession very shortly after expropriation, to dispossess Mr. Carvery of the lands. But having regard to the nature of the Africville programme and its many social implications - and due to the fact that this was the last resident of Africville to be relocated - it was decided that recourse to the Courts and the risk of unnecessary rancor did not justify this course of action.

On a determination of his legal rights and compensation for them, it was the view of Staff that Mr. Carvery, owing to the nature of his claim, could in no way get an award greater than that which had been offered by the City, and which was set out in the Expropriation resolution.

BASIS UPON LEGAL CONSIDERATIONS

It became obvious to Staff that possession of the property voluntarily and without resort to the Courts was to depend on Mr. Carvery's accepting the settlement offered by the City.

The meeting was held at City Hall through a misunderstanding - and at ~~whom's~~ whose request I do not know - to attempt to acquire possession of the property at the earliest possible time. The very reason for the presence of Mr. Crowell and Mr. Carter at the meeting was to advance the interests of Mr. Carvery. Their particular purpose was to see that undue pressure was not exerted on Mr. Carvery and because of their concern for his relocation elsewhere in the City. It should also be pointed out that Mr. Carter is himself a former resident of Africville, and so understood Mr. Carvery's problem.

The meeting opened when I attempted to explain to Mr. Carvery what his legal situation was. I explained to him that the City owned the property and that it would only be a matter of days when we could legally dispossess him ~~of~~ ~~his~~ from the property. He refused to accept that this was the position, at which point in time he was advised by myself that he was entitled to legal services from any solicitor of his choosing, at the City's expense, and that I would be happy to deal with both him and a solicitor.

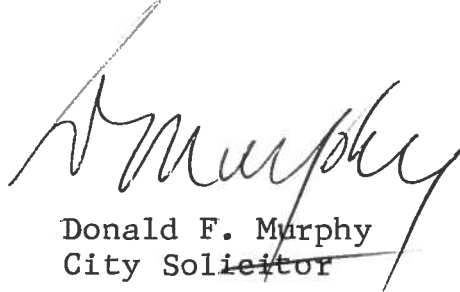
At this point in the meeting he indicated that he had been aware of this fact and did not require the services of an independent solicitor.

② When it became obvious that the matters of compensation and of possession could not be separated, the decision was made to show Mr. Carvery the \$14,000.00, as an inducement for settlement. ① Much of the discussion at the meeting related to whether other properties were available in the City for \$14,000.00. ④ It was during this meeting that the decision to purchase a property for \$13,000.00 from the Bridge Commission and make it available to Mr. Carvery at a nominal rental ~~was~~ also made. This was offered to him, and this was the settlement that was subsequently agreed to by Mr. Carvery.

②) Then became incident that the City to the settlement of the claim would depend upon the quality of the living accommodation offered to Mr. Carvery rather than financial considerations done.

of 20⁰⁰ per month was made Jm

I believe that the matter should be presented in such a fashion to indicate that the settlement offered to Mr. Aaron Carvery was \$14,000.00 plus the six room, single family dwelling, in exchange for his interests in the lands in Africville.



Donald F. Murphy
City Solicitor