

2018 May 14th Genealogy
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all Appearances.

78
Apprentice Genealogy Society

Lance Tossard

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814

June 18/96
Photocopying of files
Completed by Juanita.

**HALIFAX REGIONAL MUNICIPALITY
LEGAL SERVICES****TEL. 4226****FAX. 4232**

Halifax Regional Municipality

JUN 4 1996

Chief Administrative Officer

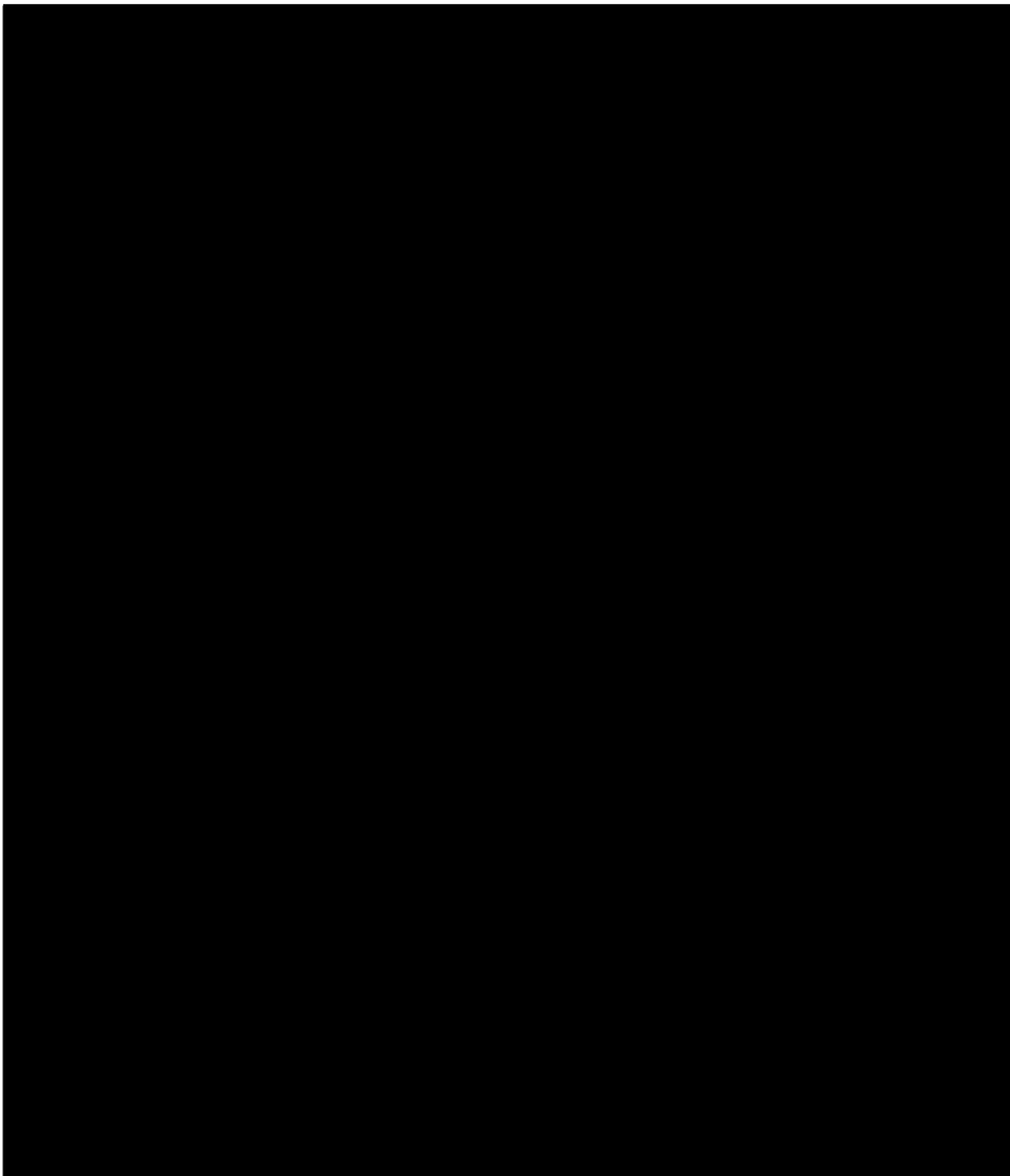
TO: Cathy MacNeil, Mayor's Office
Joanne Peters, Manager's Office
Claude Isaacs, Council Support Office
Angus Schaffenburg, Planning
Reg Ridgley, Finance
John MacInnis, Chief Surveyor

FROM: M.E. Donovan, Sr. Solicitor

DATE: June 4, 1996

SUBJECT: Africville Genealogy Society v. Halifax

Post-It® Fax Note 7671		Date	June 4/96	# of pages	1
To	Joanne Peters	From	M.E. Donovan		
Co. Dept.	Manager's Office	Co.	Legal Services		
Phone #		Phone #	4226		
Fax #	4044	Fax #	4232		





Economic Renewal Agency

Office of the Minister

World Trade and
Convention Centre
1800 Argyle Street
Halifax

PO Box 519
Halifax, Nova Scotia
Canada B3J 2R7

Phone 902 424-5790
Fax 902 424-0514

May 17, 1996

His Worship Walter R. Fitzgerald
Mayor
Halifax Regional Municipality
P. O. Box 1749
Halifax, Nova Scotia
B3J 3A5



Dear Mayor Fitzgerald:

I refer to your letter dated April 18, 1996, related to the proposed site of Seaview Baptist Church.

Please be advised that the Province wishes to comply with the Halifax Regional Municipality's request to transfer this site to the Africville Genealogy Society. The land in question is presently leased to the Province as part of a large parcel reserved for container port expansion but, as I understand, there are no plans to expand to the proposed church site.

By copy of this letter I will instruct the department's solicitor, Mr. Terry Degen, to prepare an amending lease agreement waiving the Province's lease rights for the church site.

Yours very truly,

Robert S. Harrison
Minister

cc Terry Degen, Solicitor, Economic Renewal Agency
George Reid, Manager, Industrial Properties, Dept. Transportation & Public Works

xc *K. Meach, CAO*
M.E. Donovan, Solicitor
Angus Shaffenburg, Planning
Councillor Blumhail

24/5/96 cm

People Working Together to Grow Together

Halifax Regional Municipality

MAY 28 1996

Chief Administrative Officer

Halifax Regional Municipality

Walter R. Fitzgerald
Mayor

1841 Argyle St.
P.O. Box 1749
Halifax, N.S. B3J 3A5
Tel: 902-490-4010
Fax: 902-490-4012

April 18, 1996

The Honourable Robert S. Harrison
Minister of Economic Renewal
6th Floor, WTCC
1800 Argyle Street
Halifax, NS
B3J R7

Dear Hon. Harrison:

Re: Proposed Site of Seaview United Baptist

On June 7, 1995, the City of Halifax formally requested the Province of Nova Scotia to abandon a long-term lease over lands required by the Africville Genealogy Society for the construction of a memorial to the people of Africville. A copy of that request is attached.

On October 4, 1995 and February 26, 1996, follow-up correspondence was addressed to Honourable Gerald O'Malley, copies are attached. In an abbreviated response dated March 4, 1996, Honourable O'Malley indicated our enquiries "have been processed for some time through the Department." Unfortunately, the matter of the lease abandonment was not addressed.

We believe the abandonment of the lease is consistent with the Province's commitment to construction of the memorial and are at a loss to understand why a response on the lease has not been forthcoming.

We would sincerely appreciate your review of this matter and a response on the lease matter, or some indication when this information may be available to us.

Yours sincerely,



Walter R. Fitzgerald
MAYOR

/kam

Halifax Regional Municipality

Wayne Anstey, BSc, LLB, Q.C.
Director of Administrative and Legal Services

P. O. Box 1749
1841 Argyle Street
Halifax, NS, Canada B3J 3A5
Telephone: 902-490-4226
Fax: 902-490-4232
E-mail: waynea@atcon.com

To: Howard Epstein, Councillor, District 14

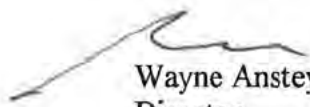
Date: 15 May 1996

Subject: Seaview Park: Africville Protesters

This is in response to your memo of 9 April 1996 to Ken Meech which was given to me to respond to but which unfortunately got misplaced in my office.

On the issue of animal care, the only organization that I am aware of which has specific jurisdiction over these activities is the SPC.

Yours very truly



Wayne Anstey, Q.C.
Director

cc Ken Meech, CAO

Halifax Regional Municipality

MAY 16 1996

Chief Administrative Officer

HALIFAX REGIONAL MUNICIPALITY**Councillor's Office**

**P. O. Box 1749
Halifax, Nova Scotia
B3J 3A5**

**1841 Argyle Street
Halifax, Nova Scotia
Tel. 490-6545**

MEMORANDUM

TO: Ken Meech, CAO, Halifax Regional Municipality

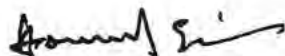
FROM: Howard Epstein, Councillor - District 14

DATE: April 9, 1996

RE: Seaview Park: Africville Protesters

This subject has a long history. My immediate concern is for the welfare of animals (chickens) apparently running loose and not being fed. I have had a call from a resident concerned about this. He has had no success in finding what body might take some responsibility for this. Last I heard, they had moved off City property, but can you either let me know who has jurisdiction or else just refer the matter to them?

Thanks,



Howard Epstein

HE/lj

*Response
SPE. Wayne Q.*

*To: Wayne Anskey.
Re: Ken*

*Please provide
a response and/or
action to
address
the situation*

Halifax Regional Municipality

APR 11 1996

Chief Administrative Officer

*✓
1 Apr 12
" May 10*

MEMORANDUM

Halifax Regional Municipality
Tel. 4221
Fax. 4223

TO: Ken Meech, CAO
FROM: M.E. Donovan, Sr. Solicitor
DATE: April 26, 1996
RE: Africville Genealogy Society v. City of Halifax

DATE:



APPROVED:



Ken Meech, CAO

INFORMATION REPORT

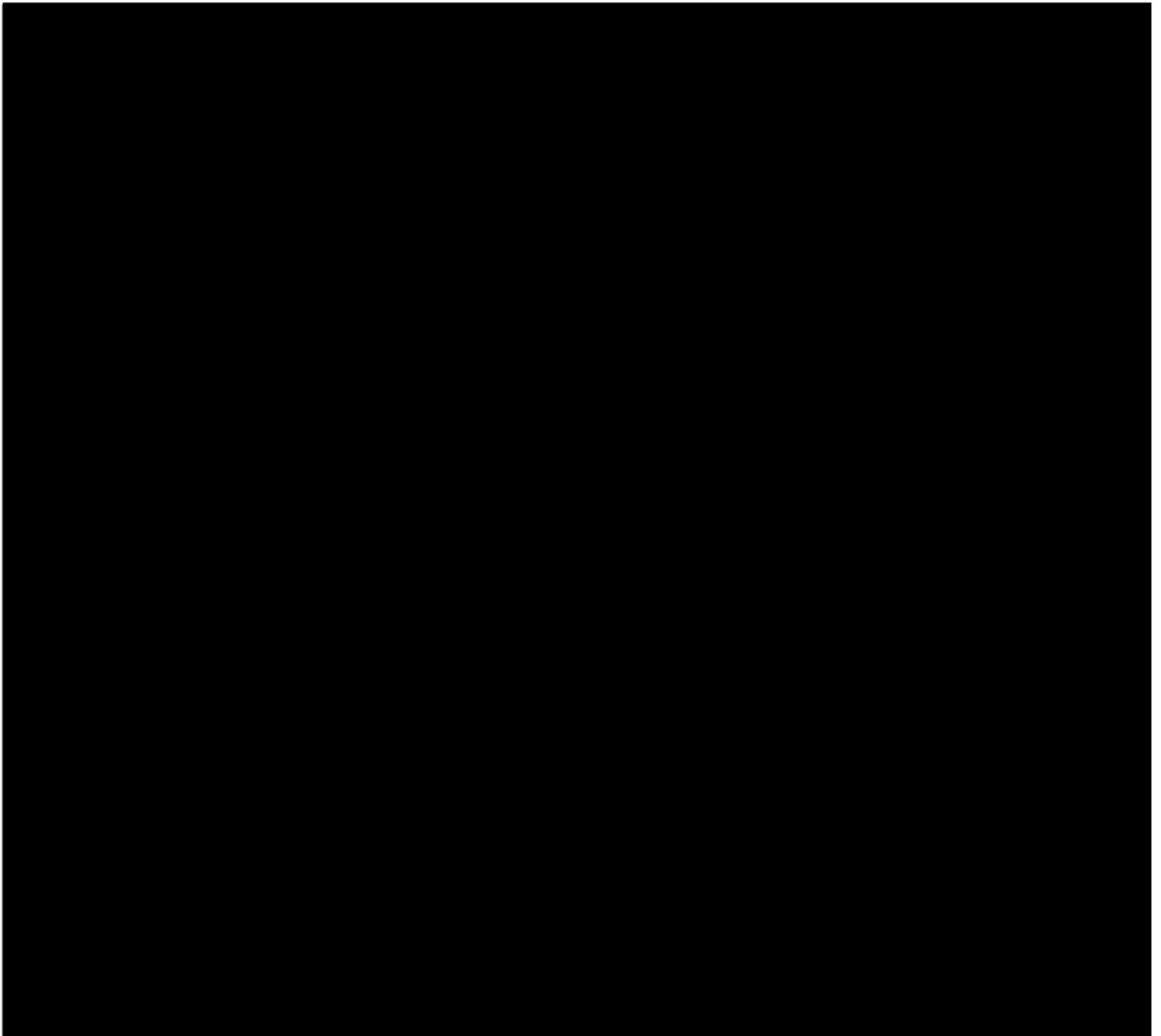
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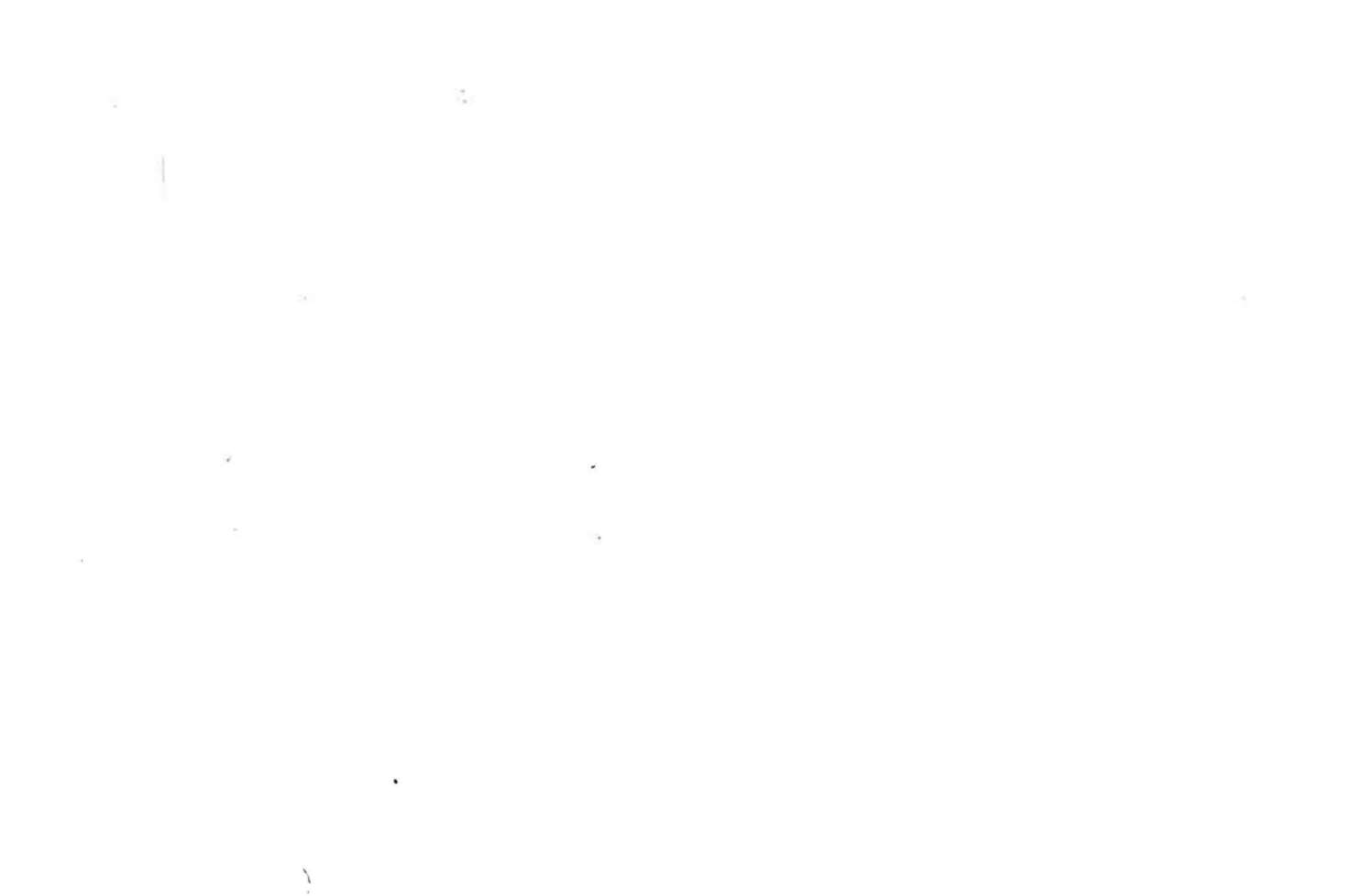
TO: Halifax City Council

FROM: City Solicitor

DATE: March 6, 1996

RE: Africville Genealogical Society et al. v. City of Halifax







~~COMPLEX~~
S.H.No. 12656

IN THE SUPREME COURT OF NOVA SCOTIA



Rosella Williams, Terry Izzard, Lee (Honey) Carvery, Woody Tolliver, Evelyn Lawrence, Wendy Toussaint, Dr. Ruth B. Johnson, Gerald J. Johnson, Clarence Brown, Shirley Brown, Sharon David, Vera Carter, Grace Byers, Wennison Byers, Stanley A. Carvery, Alice Carvery, Ada Carvery Adams, Percy Carvery, Jr., Brenda Carvery, Elden Carvery, Percy Carvery, Vivian Carvery, George A. Grant, Clara Adams, Rose L. Grant, Warren Scott, Paula Grant-Smith, Lyle M. Grant, Ronald W. Howe, Albert K. Sparks, Jack Carvery, Alfreda Peters, Leon Emmerson, Sharon Carvery, Kim Polegato, Gloria Gordon, Karen Mayfield, George H. Grant, Herman Petersen, Victor Carvery, Edward L. Carvery, Fenwick Thompson, Donelda Thompson, Irvine T. Carvery, Clarence D. Carvery, Evelyn Thompson, Priscilla Carvery, Rodrick C. Dixon, Anne M. Dixon, Leroy E. Dixon, Wayne S. Dixon, Craig Vemb, Jean Vemb, Leo Vemb, Flemming Vemb, Robert Emmerson, Helena Parris, David Paris, Hope Johnston (Carvery), Gordon Carvery, Irene Izzard, Mildred D. Allen, Andrew Downey, Martina Izzard, Carolen Izzard, Olive Flint, Bernice Arsenault, Rosalyn Carvery, Ruby Oliver, Melvin R. Carter, Yvonne Carvery, Morton Flint, Herman Beals, Darlene Cain, Earlene Oliver, Wylie Cain, Sheila Lucas (Howe), Velma Marsman and Ivy Marsman, and the Africville Genealogy Society, a body corporate, incorporated pursuant to the Societies Act, R.S.N.S. 1989 c. 435, and;

The Africville Genealogy Society, a body corporate, incorporated pursuant to the Societies Act, R.S.N.S. 1989 c. 435, in its capacity as representative of former residents of Africville and their descendants, presently unascertained, who may be affected by this proceeding, as confirmed by Order of Hall, J., dated February 27, 1996; and

The Africville Genealogy Society, a body corporate, incorporated pursuant to the Societies Act, R.S.N.S. 1989 c. 435, in its capacity as representative of the estates of Evelina Tolliver, Joesph Williams, William Walsh, Joesph Skinner, Herbert Carvery, Edward Carvery, Daniel Izzard, Robert Cassidy, Howard Byers, Sarah Byers, Frances Cain Byers, Aaron Carvery, Hattie Carvery, Lucy Carvery, John Brawn, Milton Carvery, Myrtle Carvery, Hazel Cassidy, Elsie Desmond, Douglas Chisholm, William Clayton, Cecil Dixon, Dora Dixon, Theresa Dixon, Christina Downey, David Dixon, Ken Elcock, Effie Flint, William Fowler, Percy Howe, Russell Howe, Thomas Howe, Ralph Jones, Wilfred Jackson, Charles Mantley, George Mantley, Sarah Mantley, Granville Newman, Clement Marsman,

June Jackson, Walter Nichols, James Parris, Annable Regis, Vincent Sims, Leon Steed, David Stewart, Rose Swami, and Ella Thomas, deceased persons, as confirmed by Order of Hall, J., dated February 27, 1996.

PLAINTIFFS

- and -

THE CITY OF HALIFAX, a body corporate

DEFENDANT

ORIGINATING NOTICE (ACTION)

TO THE DEFENDANT:

TAKE NOTICE that this proceeding has been brought by the Plaintiff, against you, the Defendant, in respect of the claim set out in the Statement of Claim annexed to this Notice.

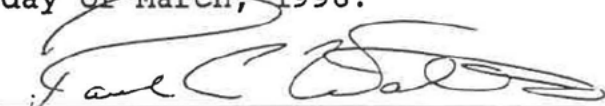
AND TAKE NOTICE that the Plaintiff may enter judgment against you on the claim, without further notice to you, unless within ten (10) days after the service of this Originating Notice upon you, excluding the day of service, you or your solicitor cause your defence to be delivered by mail or personal delivery to,

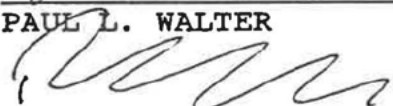
a) the office of the Prothonotary at the Law Courts, in the City of Halifax, County of Halifax, and Province of Nova Scotia, and;

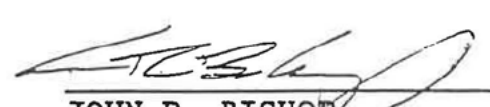
b) to the address given below for service of documents on the Plaintiff,

provided that if the Claim is for a debt or other liquidated demand and you pay the amount claimed in the Statement of Claim and the sum of ONE THOUSAND DOLLARS (\$1000.00) (or such sum as may be allowed on taxation) for costs to the Plaintiff or solicitor within ten (10) days from the service of this Notice on you, then this proceeding will be stayed.

ISSUED at Halifax, in the County of Halifax and Province of Nova Scotia, this 26th day of March, 1996.


PAUL L. WALTER


RANDALL P. H. BALCOME


JOHN R. BISHOP
Waterbury, Newton & Johnson
469 Main Street, P. O. Box 98

Kentville, Nova Scotia B4N 3V9
Telephone 1-902-678-3257
Fax 1-902-678-7727
SOLICITORS FOR THE PLAINTIFFS

TO:
City of Halifax
P.O. Box 1749
1841 Argyle Street
Halifax, NS B3J 3A5
Telephone 1-902-421-6500
Fax 1-902-421-2723
Chief Administrator, Mayor or
Agent

1996

COMPLEX
S.H.No.

IN THE SUPREME COURT OF NOVA SCOTIA

BETWEEN:

Rosella Williams, Terry Izzard, Lee (Honey) Carvery, Woody Tolliver, Evelyn Lawrence, Wendy Toussaint, Dr. Ruth B. Johnson, Gerald J. Johnson, Clarence Brown, Shirley Brown, Sharon David, Vera Carter, Grace Byers, Wennison Byers, Stanley A. Carvery, Alice Carvery, Ada Carvery Adams, Percy Carvery, Jr., Brenda Carvery, Elden Carvery, Percy Carvery, Vivian Carvery, George A. Grant, Clara Adams, Rose L. Grant, Warren Scott, Paula Grant-Smith, Lyle M. Grant, Ronald W. Howe, Albert K. Sparks, Jack Carvery, Alfreda Peters, Leon Emmerson, Sharon Carvery, Kim Polegato, Gloria Gordon, Karen Mayfield, George H. Grant, Herman Petersen, Victor Carvery, Edward L. Carvery, Fenwick Thompson, Donelda Thompson, Irvine T. Carvery, Clarence D. Carvery, Evelyn Thompson, Priscilla Carvery, Rodrick C. Dixon, Anne M. Dixon, Leroy E. Dixon, Wayne S. Dixon, Craig Vemb, Jean Vemb, Leo Vemb, Flemming Vemb, Robert Emmerson, Helena Parris, David Paris, Hope Johnston (Carvery), Gordon Carvery, Irene Izzard, Mildred D. Allen, Andrew Downey, Martina Izzard, Carolen Izzard, Olive Flint, Bernice Arsenault, Rosalyn Carvery, Ruby Oliver, Melvin R. Carter, Yvonne Carvery, Morton Flint, Herman Beals, Darlene Cain, Earlene Oliver, Wylie Cain, Sheila Lucas (Howe), Velma Marsman and Ivy Marsman, and the Africville Genealogy Society, a body corporate, incorporated pursuant to the Societies Act, R.S.N.S. 1989 c. 435, and;

The Africville Genealogy Society, a body corporate, incorporated pursuant to the Societies Act, R.S.N.S. 1989 c. 435, in its capacity as representative of former residents of Africville and their descendants, presently unascertained, who may be affected by this proceeding, as confirmed by Order of Hall, J., dated February 27, 1996; and

The Africville Genealogy Society, a body corporate, incorporated pursuant to the Societies Act, R.S.N.S. 1989 c. 435, in its capacity as representative of the estates of Evelina Tolliver, Joesph Williams, William Walsh, Joesph Skinner, Herbert Carvery, Edward Carvery, Daniel Izzard, Robert Cassidy, Howard Byers, Sarah Byers, Frances Cain Byers, Aaron Carvery, Hattie Carvery, Lucy Carvery, John Brawn, Milton Carvery, Myrtle Carvery, Hazel Cassidy, Elsie Desmond, Douglas Chisholm, William Clayton, Cecil Dixon, Dora Dixon, Theresa Dixon, Christina Downey, David Dixon, Ken Elcock, Effie Flint, William Fowler, Percy Howe, Russell Howe, Thomas Howe, Ralph Jones, Wilfred Jackson, Charles Mantley, George Mantley, Sarah Mantley, Granville Newman, Clement Marsman,

June Jackson, Walter Nichols, James Parris, Annable Regis, Vincent Sims, Leon Steed, David Stewart, Rose Swami, and Ella Thomas, deceased persons, as confirmed by Order of Hall, J., dated February 27, 1996.

PLAINTIFFS

- and -

THE CITY OF HALIFAX, a body corporate

DEFENDANT

STATEMENT OF CLAIM

1. The Plaintiff Africville Genealogy Society (the "Society") is taking this proceeding as representative, pursuant to Civil Procedure Rule 5.09, of all former residents and descendants of former residents of the community of Africville, situate in the City of Halifax ("Africville"), a depiction of which is attached to this Statement of Claim as Schedule "A" (the "Africville property"). At all material times Africville was located within the boundaries of the City of Halifax.

2. The Society is also taking this proceeding as a class action on behalf of all former residents and descendants of former residents of Africville.

3. The Society is also taking this proceeding as representative, pursuant to Civil Procedure Rule 5.12 and section 7 of the Survival of Actions Act, RSNS 1989, c. 453, and an order of the Supreme Court of Nova Scotia dated February 27, 1996, of the Estates of the deceased persons listed on the originating notice (action), to represent these Estates for all purposes on behalf of the Estates. The deceased persons listed on the originating notice (action) are former residents or the descendants of former residents of Africville.

4. The Society is also taking this proceeding as representative, pursuant to Civil Procedure Rule 5.10, and an order of the Supreme Court of Nova Scotia dated February 27, 1996, of former residents or descendants of former residents of Africville who are unascertained, or former residents or descendants of former residents of Africville who have a present, future, contingent, or unascertained interest in, or who may be affected by this proceeding, and who, or some of whom, cannot be readily ascertained or found.

5. The named individual Plaintiffs are all former residents or descendants of former residents of Africville.

6. All of the persons referred to in the above paragraphs of this Statement of Claim, excluding the Society, shall hereinafter be referred to as the "Plaintiffs", and a number of the Plaintiffs who were owners of the Africville property shall hereinafter be referred to as "Africville landowners".

7. The Defendant City of Halifax is incorporated pursuant to the **Halifax City Charter**, SNS 1963, c. 253 (the "City of Halifax").

8. Africville was settled and established as a Community in the early 1800's by refugee slaves and settlers, and also by residents of other local black Communities located in the Province of Nova Scotia.

DESTRUCTION AND RELOCATION OF AFRICVILLE

9. In or about 1962 the City of Halifax caused to be prepared two reports, "A Department Report" on July 23rd, 1962 and a report compiled by Dr. Albert Rose dated July 23rd, 1962. The second report ("The Rose Report") was based on a two day visit to Halifax from November 24th to November 26th, 1963. Both of these reports recommended the relocation of Africville.

10. Between approximately 1962 and 1970 the City of Halifax purchased the homes and land of the Africville landowners and relocated these persons and the other Plaintiffs (the "relocation").

11. During the relocation the City of Halifax did not expropriate the lands in question, but rather paid the Africville landowners compensation for their property.

12. During the relocation the City of Halifax did not make arrangements, or failed to take adequate arrangements, to provide the Africville landowners with independent legal advise.

13. The City of Halifax did not provide the Africville landowners with adequate compensation.

14. Agents, officials and employees of the City of Halifax threatened, pressured and forced the Africville landowners to agree to the compensation being offered by the City of Halifax. For example, some of the residents of Africville had their electrical power cut off and were offered bags and suitcases of cash.

15. The Africville landowners were not aware of the nature and consequences of any agreements they entered into with respect to the sale of their land or the acceptance of compensation for the sale of their portion of the Africville property.

16. The Plaintiffs' repeat the above and say that any agreements reached between the Africville landowners and the City of Halifax and any deeds executed by Africville landowners are void or unenforceable on the basis of the doctrines of unconscionability, **non est factum**, undue influence and duress.

17. The Plaintiffs also say that any agreements or deeds between the City of Halifax and the Africville landowners are void and unenforceable as a result of the fact that any such deeds, contracts or agreements were entered into by the Africville landowners on the basis of a unilateral, mutual and common mistake.

18. The Plaintiffs also say that the considerations for determining the amount of compensation to the residents for their property, and the relocation, was based on considerations which were irrelevant and had no bearing with respect to the true value of the various properties owned by the residents of Africville or the best interests of the Plaintiffs, and consequently the decision to relocate Africville and the actual relocation, and any and all decisions made by the City of Halifax concerning the relocation, constitute an abuse of discretion and a series of jurisdictional errors and are therefore void or voidable.

19. The Plaintiffs also say that the City of Halifax, by not using the expropriation provisions in the **Halifax City Charter**, and by instead purporting to negotiate with each of the residents and Africville landowners, committed an abuse of discretion and a series of jurisdictional errors and therefore any agreements or deeds entered into with respect to the relocation are void or voidable.

20. The Plaintiffs also say that, during the course of the relocation, the City of Halifax breached the principles of Procedural Fairness and Natural Justice, and consequently the Plaintiffs are entitled to a Declaration that the above mentioned compensation packages and any contracts made between the City of Halifax and the residents and Africville landowners are void.

21. The Plaintiffs repeat the above and say that the City of Halifax applied malice and bad faith during the relocation and consequently the Plaintiffs are entitled to damages.

22. The Plaintiffs also say that the City of Halifax was deceitful with respect to their dealings in the relocation and consequently the Plaintiffs are entitled to damages.

23. The Plaintiffs further say that, as a result of the foregoing, the City of Halifax has been and is unjustly enriched with respect to the Africville property, and hence the Plaintiffs have a constructive trust over a value representing the difference between the compensation received from the City of Halifax by the Africville landowners and the present value of the Africville property.

24. In the further alternative the Plaintiffs say that, as a result of the foregoing, a resulting trust has been created whereby the City of Halifax is holding, as trustee, the Africville property

or the present value of the Africville property in trust for the Plaintiffs, as beneficiaries.

POSSESSORY TITLE

25. The Plaintiffs say that for approximately 120 years, from approximately the 1840's to 1962, the Plaintiffs openly, adversely and notoriously possessed the lands depicted in Schedule "B" attached to this Statement of Claim, and consequently by adverse possession, and by virtue of the provisions of the **Limitations of Actions Act**, the Plaintiffs have title to the lands depicted in Schedule "B" attached to this Statement of Claim.

TRESPASS

26. In the event, as a result of the doctrines of constructive trusts, resulting trusts and/or adverse possession, the Plaintiffs own or hold beneficially an interest in the Africville property or the property depicted in Schedule "B" to this Statement of Claim, the Plaintiffs say that officials, agents and employees of the City of Halifax, from approximately 1962 to the present, have and continue to enter onto property owned by the Plaintiffs without the Plaintiffs' consent, and thereby have and continue to commit a trespass on property owned by the Plaintiffs.

PARTITION

27. In the event, as a result of the doctrines of constructive trusts, resulting trusts and/or adverse possession, the Plaintiffs own or hold beneficially a part interest in the Africville property or the property depicted in Schedule "B" to this Statement of Claim, the Plaintiffs say that the Plaintiffs and the City of Halifax cannot agree on the disposition of this property, and the property cannot be divided among the Plaintiffs and the City of Halifax without prejudice to the Plaintiffs, and therefore the Plaintiffs will be seeking an order, pursuant to the **Partition Act**, that the property be sold in such manner as this Honourable Court may direct and that the Plaintiffs' are to be paid the value of their interest in the property.

CONTRACTS

28. The Plaintiffs say that the Plaintiffs and the City of Halifax have a contract, the terms which have been agreed to from approximately 1969 to the present, whereby the City of Halifax agreed to and guaranteed the Plaintiffs certain benefits, new opportunities, and human renewal in exchange for the relocation.

29. The Plaintiffs also say that the City of Halifax agreed, by way of a motion of the Finance Community of the City of Halifax, on December 21st, 1967, and agreed to on further occasions up to the present, to continue to reevaluate the value of the Africville

properties until 1985, and beyond to the present, and to compensate the Plaintiffs should the Africville property increase in value.

30. The Plaintiffs also say that the City of Halifax and the Province of Nova Scotia agreed in or about 1969 to make available the sum of \$70,000.00 to establish a Loan Fund for families relocated by the City from Africville, which agreement was reaffirmed by the City of Halifax on a number of occasions to the present.

31. In or about 1995 the City of Halifax agreed to establish an Educational Trust Fund for Africville and the Plaintiffs, and despite repeated demands the City of Halifax has refused to establish such an Educational Trust Fund.

32. The Plaintiffs also say that the City of Halifax agreed in or about 1995 to grant to the Plaintiffs, in particular the Society, 2.5 acres of Seaview Park, which is property situate within the Africville Property and is the original location of the Seaview Church in Africville, in order to allow the Society to receive funding to rebuild the Seaview Church on its original site on the Africville Property. Despite repeated demands the City of Halifax has refused to honour this agreement.

33. Therefore, the Plaintiffs say that the above commitments and agreements by the City of Halifax represent contracts between the Plaintiffs and the City of Halifax. The terms of these contracts include commitments, representations and motions made by the City of Halifax to the Plaintiffs from approximately 1960 to the present. The Plaintiffs claim that, despite repeated inquiries and demands from the Plaintiffs to the City of Halifax, the City of Halifax has refused to honour and abide by the terms of these contracts, and hence has breached these contracts.

34. In particular the Plaintiffs repeat the above and assert that the City of Halifax made both contractual and innocent misrepresentations with respect to the above mentioned agreements and contracts.

35. The Plaintiffs also repeat the above and claim that the City of Halifax has committed contractual fraud.

SERVICES

36. From the founding of Africville the City of Halifax did not provide basic services to Africville that were provided to the rest of the City of Halifax, such as paved roads, proper sewer or water systems and maintenance, fire hydrants, electrical services and police services.

37. As a result of the failure and refusal of the City of Halifax to provide proper and adequate water and sewer system, and

generally to provide Africville with the same municipal water and sewer service provided to the rest of the City of Halifax, Africville relied on wells which supplied water which, as a consequence of the City of Halifax's neglect and discrimination, became contaminated and polluted and caused the Plaintiffs to suffer health problems, and caused the death of some of the deceased persons the estates of whom are being represented by the Society pursuant to **Civil Procedure Rule 5.11** and the **Survival of Actions Act**.

38. As a result of the failure and refusal of the City of Halifax to provide proper and adequate fire hydrants in Africville, and generally to provide Africville with the same services provided to the rest of the City of Halifax, fire consumed many structures in the Community of Africville and the personal injury and property damage from such fires was caused by the neglect and discrimination of the City of Halifax and suffered by the Plaintiffs.

39. In the alternative the Plaintiffs say that the City of Halifax, by not providing proper and adequate services to Africville, and in particular by not providing fire hydrants and proper or adequate services and facilities to prevent the spread of fires, directly or indirectly caused fires which caused personal injury and property damage to the Plaintiffs, and therefore the Plaintiffs are pleading strict liability based on the principles in **Rylands v. Fletcher**.

40. The Plaintiffs also say that the City of Halifax provided inadequate police services to Africville, and as a result of the inadequate provision for police services in Africville, and generally to provide Africville with the same services provided to the rest of the City of Halifax, the Plaintiffs suffered harm and personal injury and property damage.

41. The Plaintiffs repeat the above and say that the City of Halifax was negligent and caused the Plaintiffs harm and personal injury, and caused the death of some of the deceased persons the estates of whom are being represented by the Society pursuant to **Civil Procedure Rule 5.11** and the **Survival of Actions Act**.

INTRUSIONS

42. The Plaintiffs say that during the late 1800's the City of Halifax authorized and allowed a Bone Meal Fertiliser Plant, an Oil Plant/Storage complex, a slaughterhouse, a port facility handling coal, and a Cotton Factory and Rolling Mill/Nail Factory to be located contiguous or adjacent to the Africville property.

43. The City of Halifax constructed, opened and operated Rockhead Prison adjacent to the Africville property from approximately 1853 to the early 1900's.

44. The City of Halifax allowed for and permitted a "night-soil" disposal pit to be located contiguous to the Africville Community, which was used from approximately 1858 to 1948.

45. From the mid 1800's to approximately the 1950's the City of Halifax allowed for, permitted and condoned the expropriation of property through the Africville property by the Canadian National Railway for the purposes of constructing a railway line through the Africville property.

46. The City of Halifax constructed, opened and operated an Infectious Diseases Hospital from approximately 1870 to 1949 contiguous to the Africville property.

47. The City of Halifax constructed, opened and operated a Trachoma Hospital contiguous to the Africville property from 1905 to the early 1950's.

48. The City of Halifax opened and operated a garbage dump, located only 350 feet from houses located on the western side Africville property, for approximately 15 years from approximately 1947 to 1967.

49. In approximately 1952 the City of Halifax constructed, opened and operated an incinerator 50 yards from the south boundary of the Africville property, and this incinerator was operated by the City of Halifax until approximately 1969.

50. All of the above mentioned operations, institutions or facilities shall hereinafter be referred to as the "intrusions" in this Statement of Claim.

51. The Plaintiffs repeat the above and say as a result of the above mentioned actions and decisions of the City of Halifax with respect to the intrusions the City of Halifax caused harm and damage to the health and property of the Plaintiffs.

52. In particular the Plaintiffs say that, with respect to the location, operation and management of the above mentioned intrusions, the City of Halifax was negligent and caused personal injury and property damage to the Plaintiffs, the particulars of which include the following:

(a) The City of Halifax knew or ought to have known that the location of the City's garbage dump so close to the Africville property would cause the wells on the Africville property to become polluted and cause personal injury to the Plaintiffs;

(b) The City of Halifax knew or ought to have, once they became aware of the health risk caused by the location of the City dump, moved the location of the dump or taken all necessary steps to minimize the health risk to the Plaintiffs;

(c) The City of Halifax knew or ought to have known that the location of the City's incinerator so close to the Africville property would cause the Plaintiffs to suffer health problems;

(d) The City of Halifax knew or ought to have known, once they became aware of the health risk caused by the location of the incinerator, moved the location of the incinerator or taken all necessary steps to minimize the health risk to the Plaintiffs;

(e) Failed generally to properly warn the Plaintiffs of the potential health hazards from the above mentioned intrusions;

(f) Such other examples of negligence by the City of Halifax as may appear in the evidence.

53. The Plaintiffs say that the City of Halifax by permitting, operating and managing the intrusions caused a diminishment of or interfered with the Plaintiffs enjoyment of the Africville property and thereby the City of Halifax committed a nuisance against the Plaintiffs.

54. The Plaintiffs also repeat the above and say that the City of Halifax allowed contaminates, pollution and other matter to accumulate at the location of the intrusions, and caused or failed to prevent the escape of these contaminates, pollution and other matter onto the Africville Property which caused personal injury and property damage to the Plaintiffs, and consequently the Plaintiffs are pleading strict liability against the City of Halifax under the principle in *Rylands v. Fletcher*.

55. The Plaintiffs also assert that the intrusions constitute a trespass by the city of Halifax on the Africville property.

TORTIOUS CONSPIRACY

56. Since approximately 1900 to the present the City of Halifax has and had planned to rezone and designate the Africville property as industrial property or for industrial purposes. For example, in 1947 Africville was rezoned and designated as Industrial Land, and in 1948 the City of Halifax requested that the residents of Africville relocate to other property. Furthermore, the Plaintiffs say that the Minutes of the Council of the City of Halifax show and illustrate that the eventual industrial use of the Africville land was a matter of long standing intent and policy of the City of Halifax and the Government of the Province of Nova Scotia.

57. Specifically, the Plaintiffs say that between 1955 and 1962 the City of Halifax initiated plans for the eventual industrial development of the Africville property.

58. The Plaintiffs also specifically say that the Province of Nova Scotia was involved in a conspiracy with the City of Halifax to commence a process whereby the Africville Property would be acquired by the City of Halifax, and the residents of Africville relocated, for the purposes of the intent and plan of both the City of Halifax and the Province of Nova Scotia to construct a new bridge across the narrows of Halifax Harbour (the "MacKay" bridge).

59. The Plaintiffs repeat the above and say that the City of Halifax and the Government of the Province of Nova Scotia intentionally planned, without the knowledge, consultation or consent of the Plaintiffs, to cause harm to the Plaintiffs by forcing the relocation of the residents of Africville and the acquisition of the Africville property for the sole and intentional purpose of using the land to allow for and facilitate the construction of the MacKay bridge, and for the purpose of eventually using the Africville property for industrial purposes for the benefit of the City of Halifax and the Government of Nova Scotia. Therefore, the City of Halifax committed and continues to commit to the present the tort of conspiracy.

60. The Plaintiffs also allege tortious conspiracy with respect to the location, operation and management of the intrusions.

GENERAL CLAIMS

61. The Plaintiffs also say that, at all material times, the City of Halifax had a fiduciary duty to care for and maintain the interest and rights of the Plaintiffs, and that by taking the actions and making the omissions outlined in this Statement of Claim, and in particular the acts and omissions pleaded in this Statement of Claim to have occurred from approximately 1962 to the present, the City of Halifax breached their fiduciary duty to the Plaintiffs

62. The Plaintiffs also assert that the City of Halifax has been fraudulent in their dealings and actions with respect to all of the matters and facts outlined in this Statement of Claim.

63. The Plaintiffs also claim that the City of Halifax committed the tort of intimidation in all of the City of Halifax's communications or negotiations with the Plaintiffs as outlined in this Statement of Claim.

64. In the further alternative, and in addition to the negligence claimed in preceding paragraphs of this Statement of Claim, the Plaintiffs repeat the above and say that the City of Halifax caused personal injury and property damage to the Plaintiffs as a result of their negligence, the particulars of which are as follows:

(a) Failed to provide proper services to the Africville property, such as sewage, proper water, police and fire protection;

(b) Failed to take proper measures with respect to the relocation to provide the Plaintiffs with the proper representation and failed to properly provide facilities to allow the Plaintiffs to be advised of their legal rights;

(c) Failed to properly prepare adequate or fair compensation packages with respect to the acquisition of the Africville Property;

(d) Failed to take proper or fair measures in the actual relocation of the Plaintiffs and their possessions during the relocation, such as relocating the Plaintiffs and their possessions in garbage trucks provided by the City of Halifax;

(e) Failed to provide proper or accurate advise to the Plaintiffs with respect to the relocation;

(f) Such other negligence as may appear in the evidence.

CHARTER OF RIGHTS & FREEDOMS

65. The Plaintiffs also repeat all of the Statement of Claim and assert that the City of Halifax have infringed and denied the Plaintiffs' rights and freedoms as contained in sections 7, 12 and 15 of the **Canadian Charter of Rights and Freedoms**, and therefore requests damages and compensation pursuant to section 24 of the **Canadian Charter of Rights and Freedoms**.

REMEDIES

66. The Plaintiffs repeat all of this Statement of Claim and claim the following from the City of Halifax:

(a) an order or declaration that any and all agreements, contracts or deeds entered into by the Plaintiffs at the time of relocation and conveying or releasing the Plaintiffs' interests in the Africville property are void and unenforceable;

(b) an order or declaration that any or all of the decisions of the City of Halifax with respect to the relocation, including the decision itself to relocate Africville and the compensation to be paid to the Plaintiffs as a result of the relocation, are *ultra vires* the City of Halifax and therefore void and of no effect;

(c) general and special damages for administrative bad faith;

- (d) general, special and punitive damages for deceit;
- (e) an order or declaration that the Plaintiffs have a constructive trust over a value representing the difference between the compensation received from the City of Halifax by the Africville landowners and the present value of the Africville property;
- (f) an order or declaration that a resulting trust has been created whereby the City of Halifax is holding, as trustee, the Africville property or the present value of the Africville property in trust for the Plaintiffs, as beneficiaries;
- (g) an order or declaration that the Plaintiffs have title to the lands depicted in Schedule "B" to this Statement of Claim as a result of their adverse possession of these lands;
- (h) general, special and parasitic damages for trespass to property;
- (i) an order or declaration, pursuant to the **Partition Act**, that the Africville property and/or the lands depicted in Schedule "B" to this Statement of Claim be sold in such manner as this Honourable Court may direct and that the Plaintiffs' are to be paid the value of their interest in this property;
- (j) general, special and punitive damages for breach of contract;
- (k) damages for misrepresentations made by the City of Halifax to the Plaintiffs;
- (l) general, special and punitive damages for fraud;
- (m) damages for the destruction of the Plaintiffs' real and personal property;
- (n) damages for pain and suffering, past and future loss of income and diminished earning capacity with respect to the Plaintiffs' personal injuries;
- (o) general and special damages for nuisance;
- (p) general and special damages under the principle in **Rylands v. Fletcher**;
- (q) general, special and punitive damages for tortious conspiracy;
- (r) general, special and punitive damages for breach of fiduciary duty;

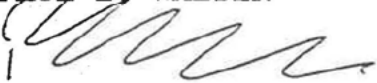
- (s) general, special and punitive damages for intimidation;
- (t) damages and compensation pursuant to section 24 of the Canadian Charter of Rights and Freedoms;
- (u) an injunction restraining the City of Halifax, and any of its agents, officials or employees from continuing or committing further trespasses and breaches of contract;
- (v) such other head or classification of damage or remedy which this Honourable Court may consider appropriate;
- (w) prejudgment interest and costs.

PLACE OF TRIAL: Halifax, Nova Scotia.

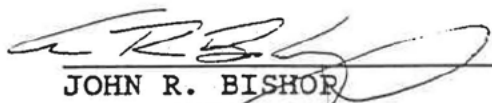
DATED at Kentville, Kings County, Nova Scotia this 27th day of March, 1996.



PAUL L. WALTER



RANDALL P. H. BALCOME

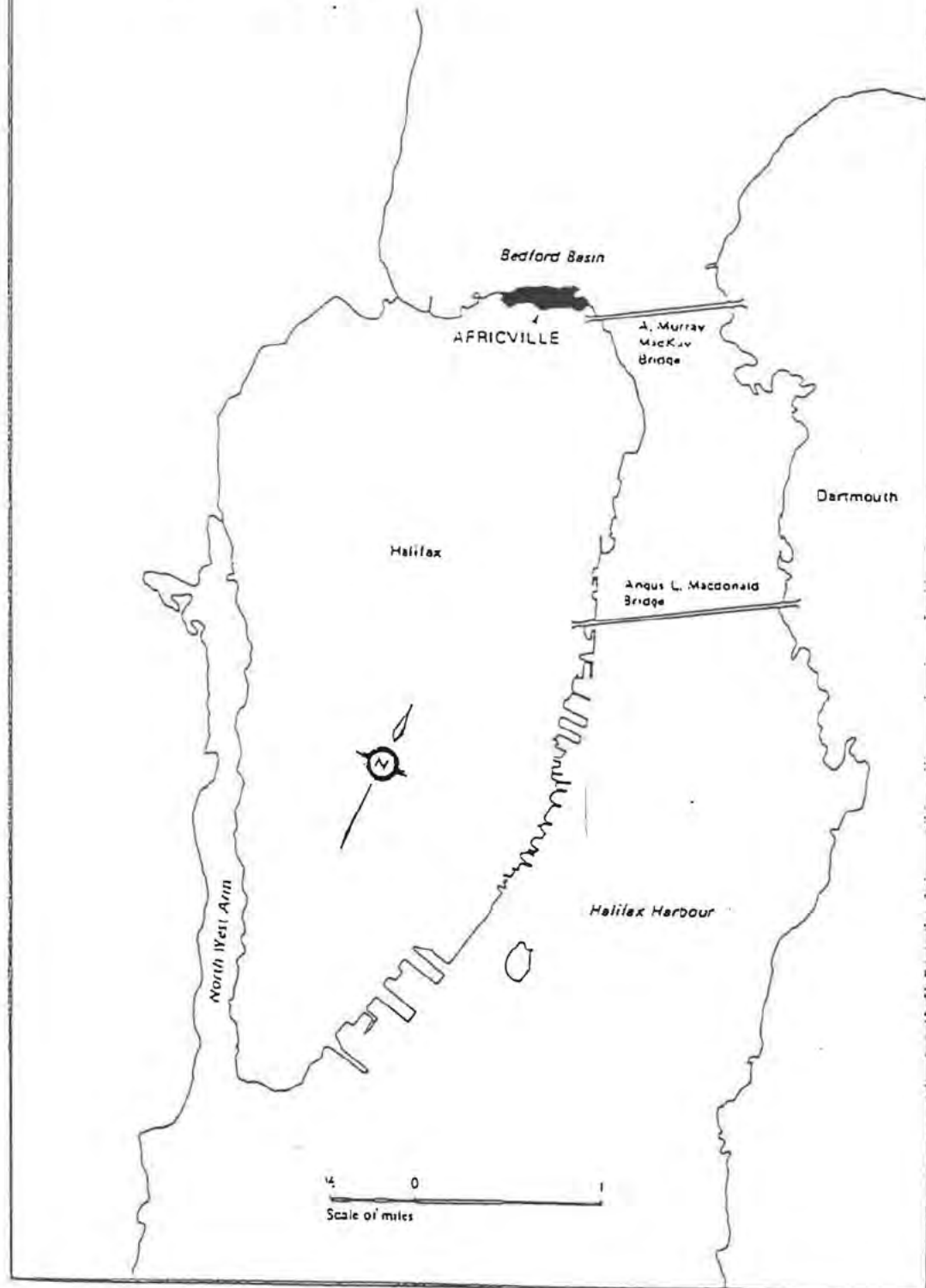


JOHN R. BISHOP
Waterbury, Newton & Johnson
469 Main Street
Kentville, Nova Scotia
SOLICITORS FOR THE PLAINTIFFS

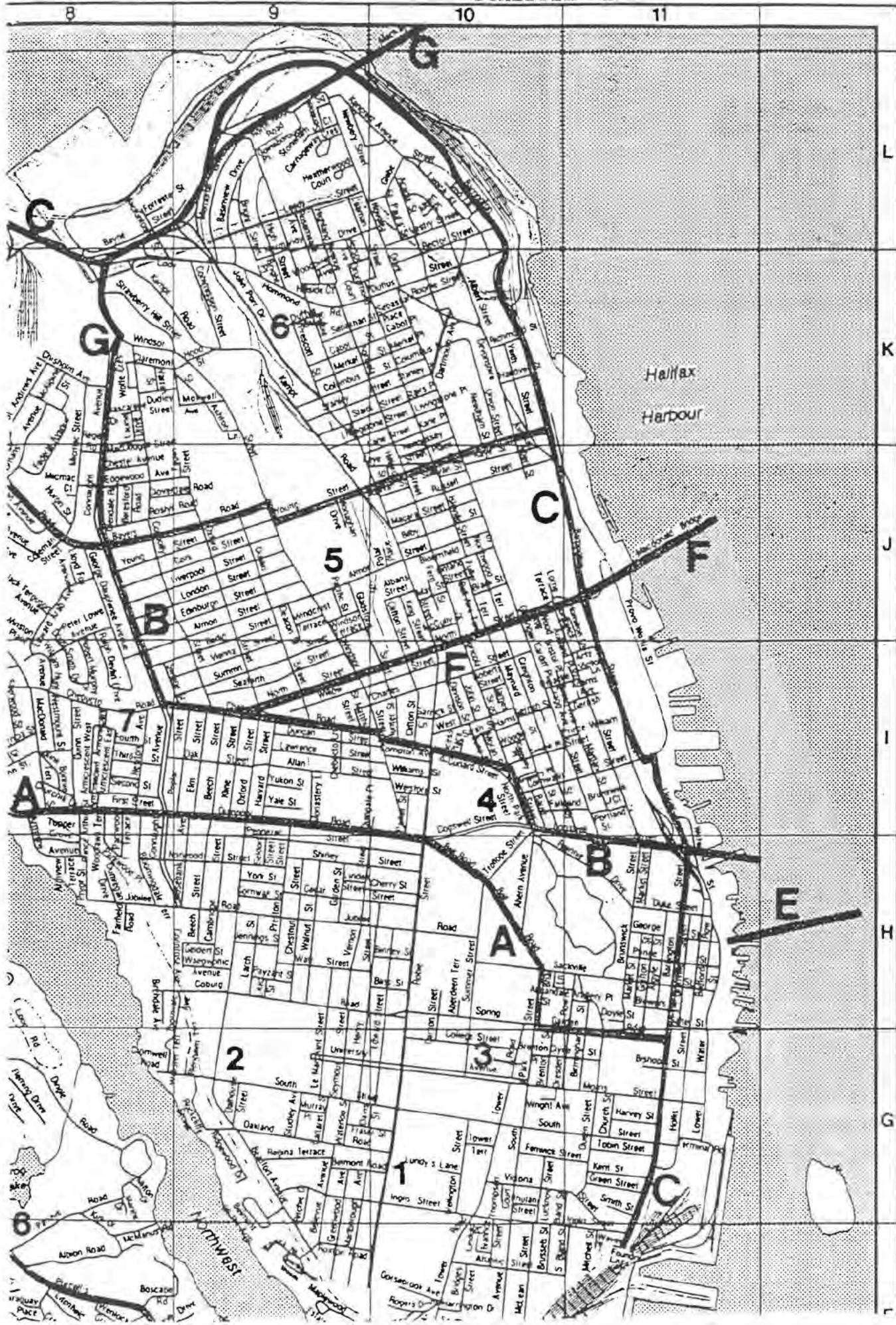
TO:
City of Halifax
P.O. Box 1749
1841 Argyle Street
Halifax, NS B3J 3A5
Telephone 1-902-421-6500
Fax 1-902-421-2723
Chief Administrator, Mayor or
Agent

SCHEDULE "A"

PENINSULA OF HALIFAX SHOWING
THE AFRICVILLE SITE



SCHEDULE "B"



INDORSEMENTS

Received on _____ the _____ day of _____, 199____.
This Originating Notice (Action) and Statement of Claim was served
on the Solicitor for/or Defendant, at _____

on the _____ day of _____, before the hour
of _____ o'clock in the fore/afternoon.

Endorsed on _____, the _____ day of _____
_, 199____.

Signed _____

Signed _____

1996

COMPLEX
S.H.NO.

IN THE SUPREME COURT OF NOVA SCOTIA

BETWEEN:

THE AFRICVILLE GENEALOGY SOCIETY, et al.,

PLAINTIFF

- and -

THE CITY OF HALIFAX,

DEFENDANT

ORIGINATING NOTICE (ACTION)
and STATEMENT OF CLAIM

WATERBURY, NEWTON & JOHNSON
Barristers and Solicitors
469 Main Street
Kentville, Nova Scotia
File No: 8925-1

AFFIDAVIT OF SERVICE

I, _____ of _____,
Nova Scotia, make oath and say that I did on the _____ day of _____,
199____, before the hour of _____
o'clock in the fore/afternoon, serve _____
with the within Originating Notice (Action) and Statement of Claim
by leaving a true copy of the same with him/her personally at _____

and that I indorsed the date of the service thereon, on _____
the _____ day of _____, 199____.

SWORN TO at _____ in the County _____)
of _____ and Province of Nova Scotia))
this _____ day of _____ 199____)
before me, _____)
_____)

COMMISSIONER OF THE SUPREME
COURT OF NOVA SCOTIA

WALTER R. FITZGERALD
Mayor

814
Office of the Mayor
City Hall, 1841 Argyle Street
P.O. Box 1749
Halifax, Nova Scotia
B3J 3A5
Tel: (902) 421 6428
Fax: (902) 421 2805



CITY OF HALIFAX

March 27, 1996

Honourable Gerald O'Malley
Minister of Supply and Services
14th. Floor, 1505 Barrington Street
P.O. Box 54
Halifax, Nova Scotia
B3J 2L4

Dear Minister:

Re: Lands for Proposed Seaview United Baptist Church

Thank you for your letter of 4 March responding to my letter of 26 February 1996.

I had requested that the Province abandon a portion of a long term lease over lands required by the Africville Genealogy Society for the construction of a memorial to the people of Africville. Your letter of 4 March does not indicate if you are prepared to do this. Is there some problem that we should be aware of regarding the lease? I want to be able to tell the Africville Genealogy Society the status of the grant of land as soon as possible.

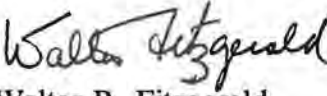
In your letter you also said "There remains some question about funding availability for this project. Also, there is some question of the full support of the Society to undertake such a project". I find your comments troubling as under the zoning regulations there must be sewer or domestic water service to the site before the land can be subdivided and granted to the Society. I had understood that the Society would be building a domestic water line with some assistance from the Province or Federal Government.

CITY OF HALIFAX

- 2 -

I would appreciate any efforts you can make to resolve these issues.

Yours sincerely,


Walter R. Fitzgerald,
M A Y O R.

/kas

cc: Irvine Carvery, President, Africville Genealogy Society
✓ Barry B. Coopersmith, City Manager
Mary Ellen Donovan, City Solicitor
Angus E. Schaffenburg, Planner II

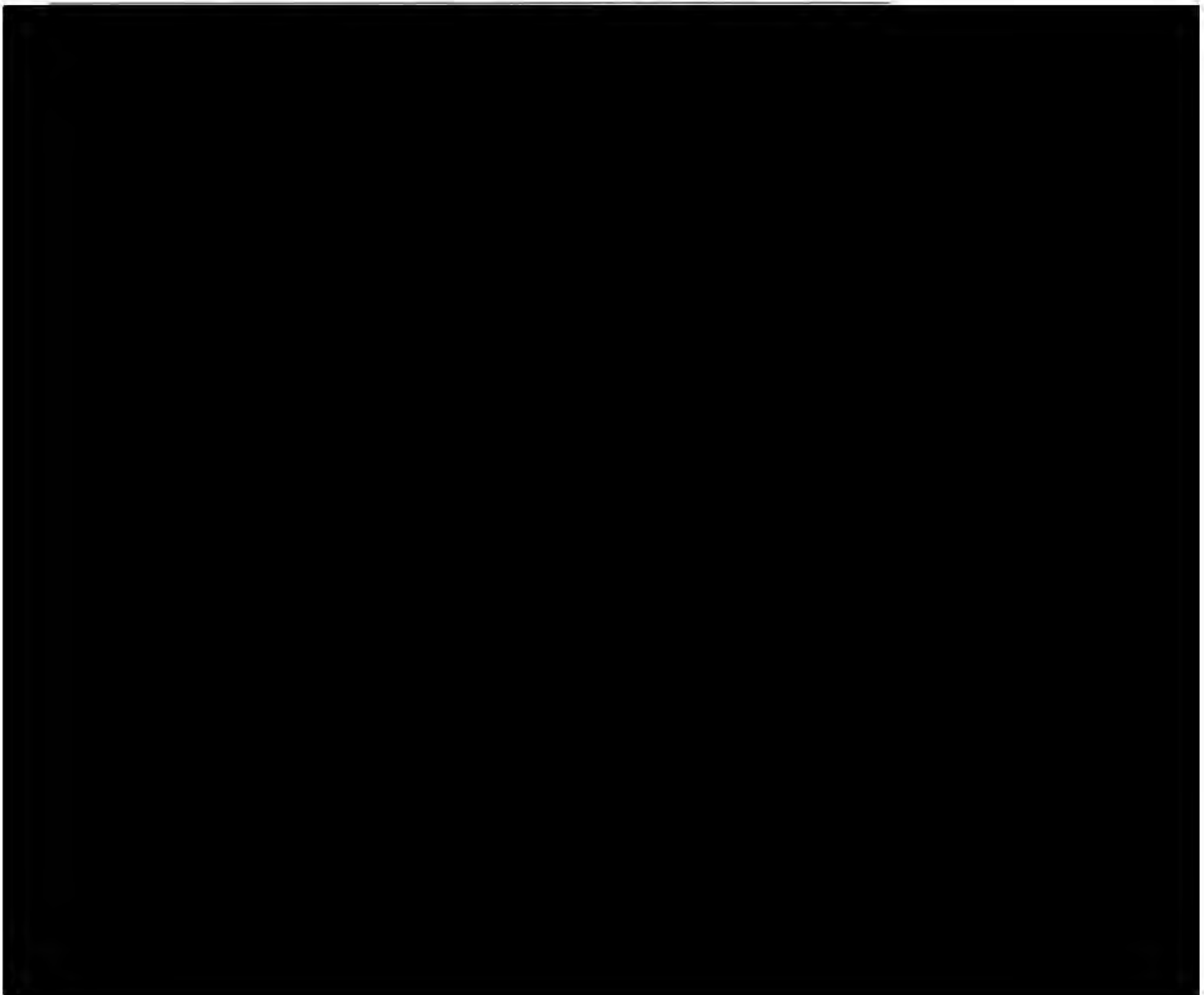
814
✓

MEMORANDUM

Private & Confidential

City of Halifax Legal Department
Tel. local 6511
Fax. No. 8071

TO: Mayor Walter R. Fitzgerald
FROM: M.E.Donovan, City Solicitor
DATE: March 24, 1996
RE: Africville Genealogical Society et al. v. City of Halifax



City Manager

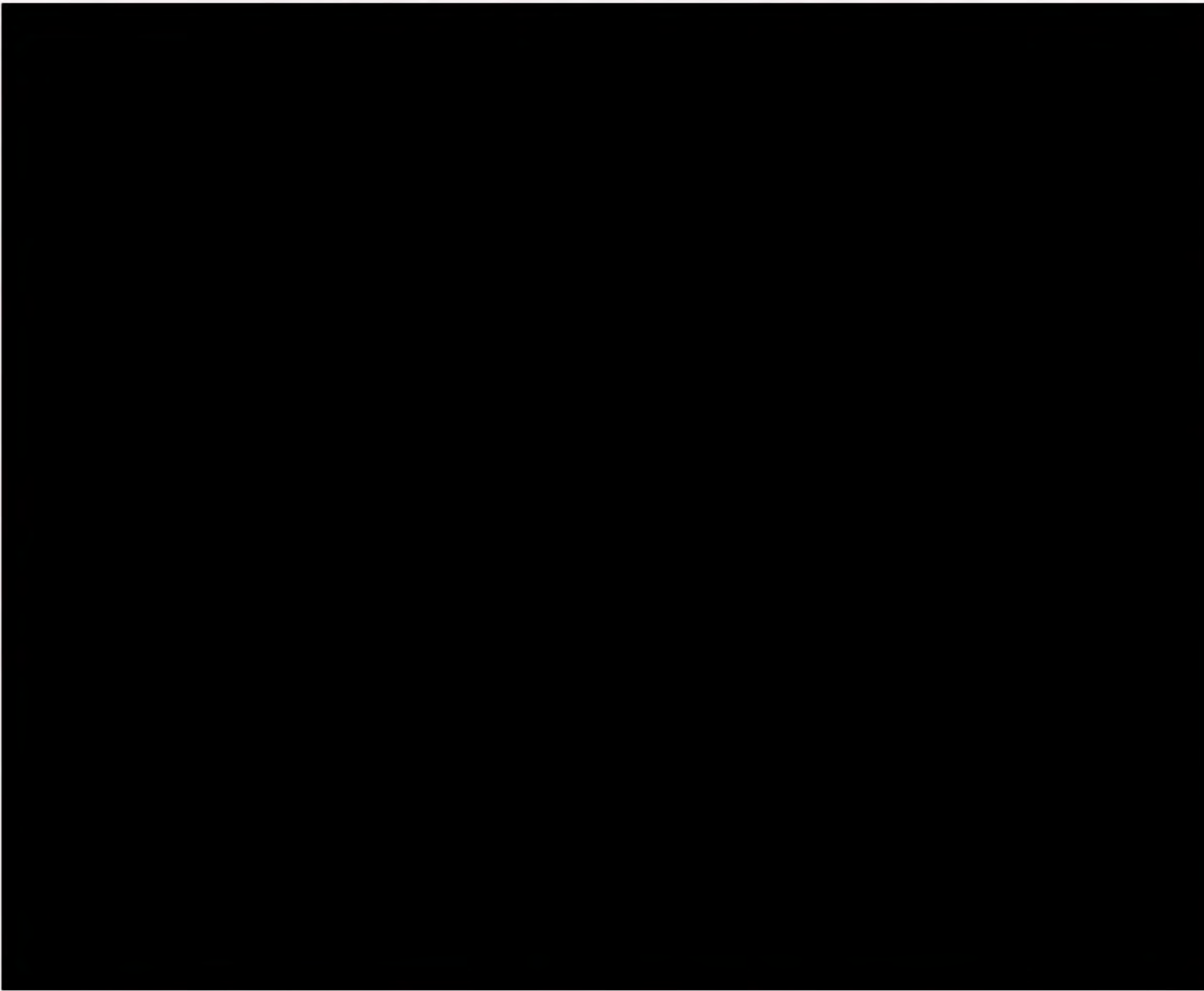
INFORMATION REPORT

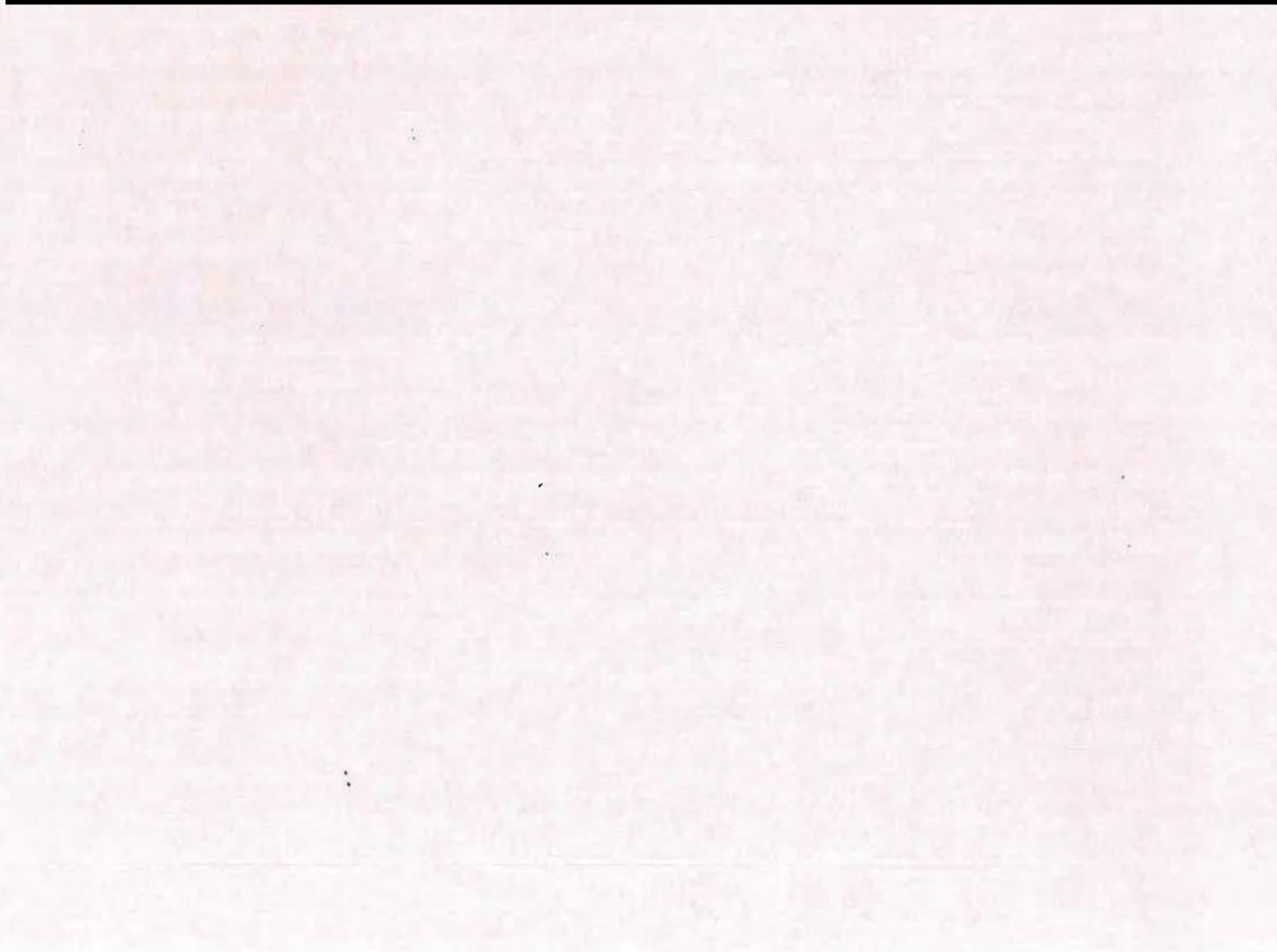
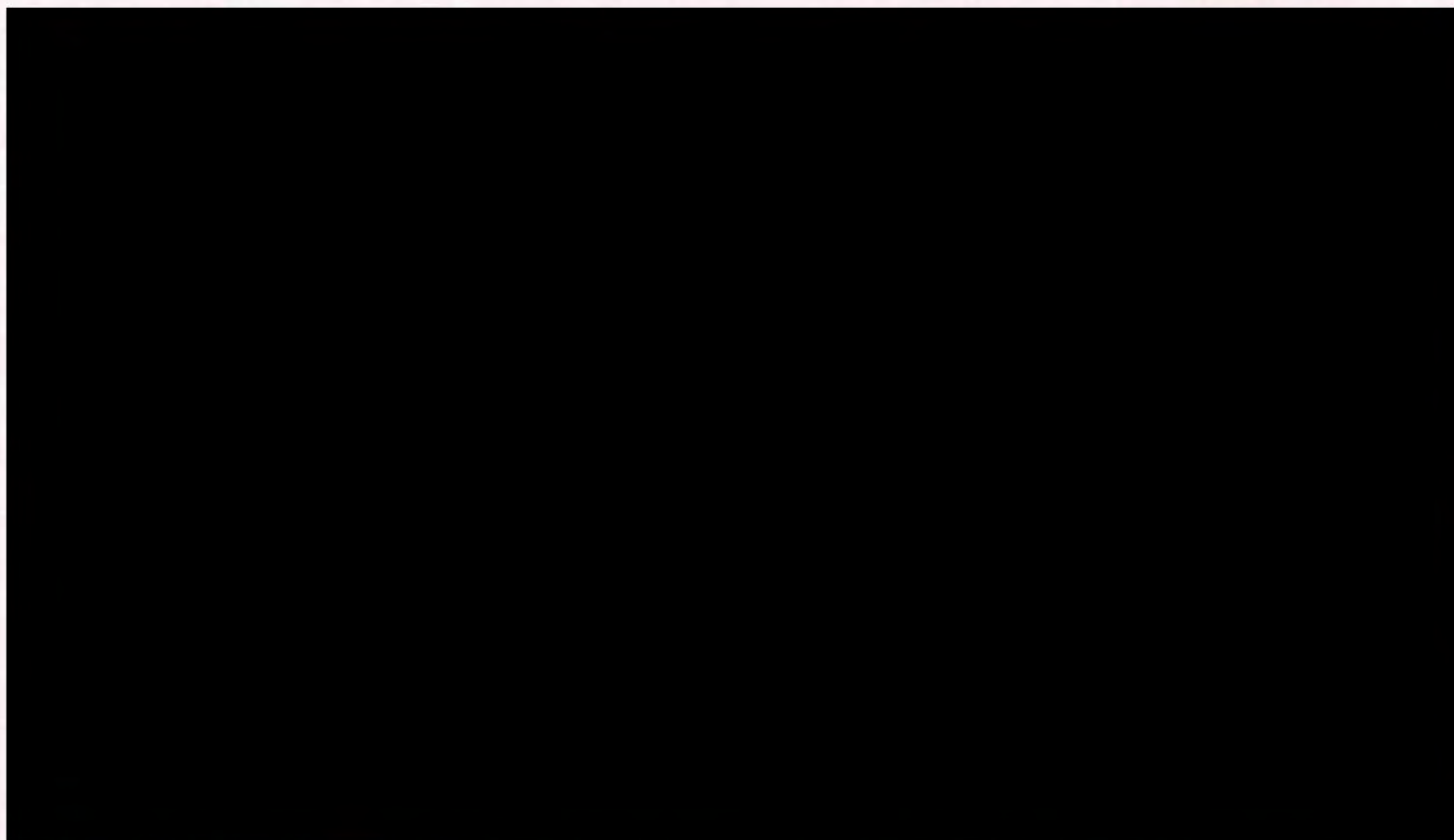
06.5/2A

MEMORANDUM

Private & Confidential

TO: Halifax City Council
FROM: City Solicitor
DATE: March 6, 1996
RE: Africville Genealogical Society et al. v. City of Halifax





IN THE SUPREME COURT OF NOVA SCOTIABETWEEN:

Russell A. Williams, Terry Izzard, Lee (Honey) Carvery, Woody Tolliver, Evelyn Lawrence, Wendy Toussaint, Dr. Ruth B. Johnson, Gerald J. Johnson, Clarence Brown, Shirley Brown, Sharon David, Vera Carter, Grace Byers, Wennison Byers, Stanley A. Carvery, Alice Carvery, Ada Carvery Adams, Percy Carvery, Jr., Brenda Carvery, Elden Carvery, Percy Carvery, Vivian Carvery, George A. Grant, Clara Adams, Rose L. Grant, Warren Scott, Paula Grant-Smith, Lyle M. Grant, Ronald W. Howe, Albert K. Sparks, Jack Carvery, Alfreda Peters, Leon Emmerson, Sharon Carvery, Kim Polegato, Gloria Gordon, Karen Mayfield, George H. Grant, Herman Petersen, Victor Carvery, Edward L. Carvery, Fenwick Thompson, Donelda Thompson, Irvine T. Carvery, Clarence D. Carvery, Evelyn Thompson, Priscilla Carvery, Rodrick C. Dixon, Anne M. Dixon, Leroy E. Dixon, Wayne S. Dixon, and the Africville Genealogy Society, a body corporate, incorporated pursuant to the Societies Act, R.S.N.S. 1989 c. 435, and;

The Africville Genealogy Society, a body corporate, incorporated pursuant to the Societies Act, R.S.N.S. 1989 c. 435, in its capacity as representative of former residents of Africville and their descendants, presently unascertained, who may be affected by this proceeding, as confirmed by Order of Hall, J., dated February 27, 1996; and

The Africville Genealogy Society, a body corporate, incorporated pursuant to the Societies Act, R.S.N.S. 1989 c. 435, in its capacity as representative of the estates of Evelina Tolliver, Joesph Williams, William Walsh, Joesph Skinner, Herbert Carvery, Edward Carvery, Daniel Izzard, Robert Cassidy, Howard Byers, Sarah Byers, Frances Cain Byers, Aaron Carvery, Hattie Carvery, Lucy Carvery, John Brawn, Milton Carvery, Myrtle Carvery, Hazel Cassidy, Elsie Desmond, Douglas Chisholm, William Clayton, Cecil Dixon, Dora Dixon, Theresa Dixon, Christina Downey, David Dixon, Ken Elcock, Effie Flint, William Fowler, Percy Howe, Russell Howe, Thomas Howe, Ralph Jones, Wilfred Jackson, Charles Mantley, George Mantley, Sarah Mantley, Granville Newman, Clement Marsman, June Jackson, Walter Nichols, James Parris, Annable Regis, Vincent Sims, Leon Steed, David Stewart, Rose Swami, and Ella Thomas, deceased persons, as confirmed by Order of Hall, J., dated February 27, 1996.

INTENDED PLAINTIFFS

- and -

THE CITY OF HALIFAX, a body corporate

INTENDED DEFENDANT



Nova Scotia

**Department of
Supply and Services**

Office of the Minister

March 4, 1996

Mayor Walter Fitzgerald
City of Halifax
P. O. Box 1749
Halifax, Nova Scotia
B3J 3A5

Dear Mayor Fitzgerald:

RE: Lands for Proposed Seaview United Baptist Church

Your enquiries related to the above have been processed for some time through the Department. There remains some question about funding availability for this project. Also, there is some question of the full support of the Society to undertake such a project.

Yours truly,


Gerald J. O'Malley

*Copies to:
May Ellen I. Moore
Barry Copps
Angus Schaffenburg*

06/5/2A

RECEIVED

MAR 6 1996

MINISTER'S OFFICE

PO Box 54
Halifax, Nova Scotia
B3J 2L4

902 424-2900
Fax 424-0619



065/2A

City Manager ✓

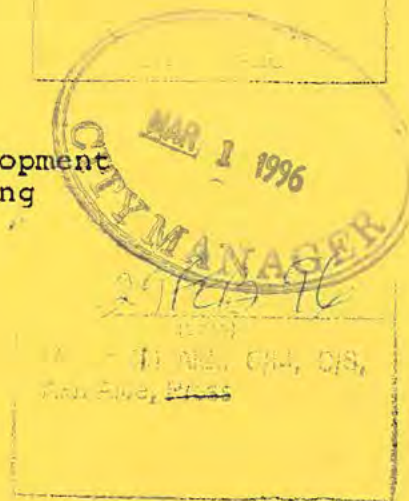
C O U N C I L Q U E S T I O N

TO: Richard J. Matthews, Director of Development
and Planning

FROM: Alderman Blumenthal

DATE: February 16, 1996

QUESTION: Seaview Park - Lands



Alderman Blumenthal asked for an update with respect to the Seaview Park lands, including whether or not the Province will be providing the lands previously discussed.

The City Manager advised of discussions taking place with the Port Corporation and indicated that staff is are hopeful of submitting a report at the next meeting, including information with respect to a lease with the Province.

RESPONSE

Lands of the City of Halifax: The transfer of title to the Africville Genealogy Society of lands owned¹ by the City of Halifax, approved by Council on 30 November 1995 (area of about two acres as shown on Map 1 attached)², cannot take place until:

¹ Ownership of the unused portion of Barrington Street is now vested in the city as the street closure has been approved by the Ministers of Transportation and Municipal Affairs on 3 and 10 January 1996 respectively. The Halifax Port Corporation and the City of Halifax have agreed that the ownership boundary between the two parcels of land will be the 1954 ordinary high water mark.

²The location and dimensions were taken from a site plan prepared by the Technical University of Nova Scotia of July 13 1993. These plans were supplied by the Nova Scotia Department of Supply and Services.

1. Release of the lease held by the Province of Nova Scotia. A letter was sent on 7 June to the Honourable Robert S. Harrison requesting a release from the provisions of the lease for the portion of Parcel H-3 to be donated to the Society. A letter was sent by His Worship the Mayor to the Minister of Supply and Services on this matter on 4 October 1995 after he had spoken to the Honourable Gerald O'Malley. Staff has also met with the Deputy Minister of the Department of Justice. No response has been received.
2. A final plan of subdivision is approved. The final subdivision plan cannot be approved by the Development Officer until the site is serviced by domestic water or sewer. As far as staff is aware no contact has been made by the Africville Genealogy Society with the Halifax Water Commission on the issue of extension of the domestic water line.

Port Corporation: On 7 June 1995 the city requested that the Halifax Port Corporation donate the land under their ownership (see Map 1 showing the .89 acre area) to the Africville Genealogical Society. In response to the city's request, Dennis W. Creamer, Vice-President, Finance and Real Property, has stated that an indemnity will be required from the city holding the Port Corporation from any claims arising from any environmental or other causes. The Port Corporation staff has indicated that they could not recommend to the Halifax Port Corporation Board that the land be donated without such an indemnity.

The recollection of city staff is that the city used this parcel for disposal of old concrete curb, gutter, asphalt from road renewals, common fill removed during road and sidewalk renewals, and concrete sidewalk slabs up to the late 1980's. No records appear to exist of what was dumped. There are concerns that there may have been other material dumped by unauthorized persons which could be an environmental hazard.

A staff report will be to Council shortly on the issue of an environmental assessment for this site.

Other Matters:

Scholarship Fund: A \$100,000 fund has been approved as part of the General Government account in the 1995/96 City Operating Budget. The Society was sent a copy of the draft trust agreement on 26 October 1995. Their response has been delayed by deaths in a member's family.

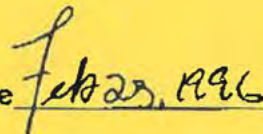
Access to Municipal Records: All Council records have always been available to the public concerning Africville. The 15 December 1994 motion authorized access to personal records, subject to the individual's consent, up to 15 March 1995. The Society recently indicated that they would be ready to review City records in about a week.

Approval of Co-ordinator: Mr. Hayward, Co-ordinator Halifax Regional Municipality, concurred with the transfer of the title of the property on 1 November 1995.

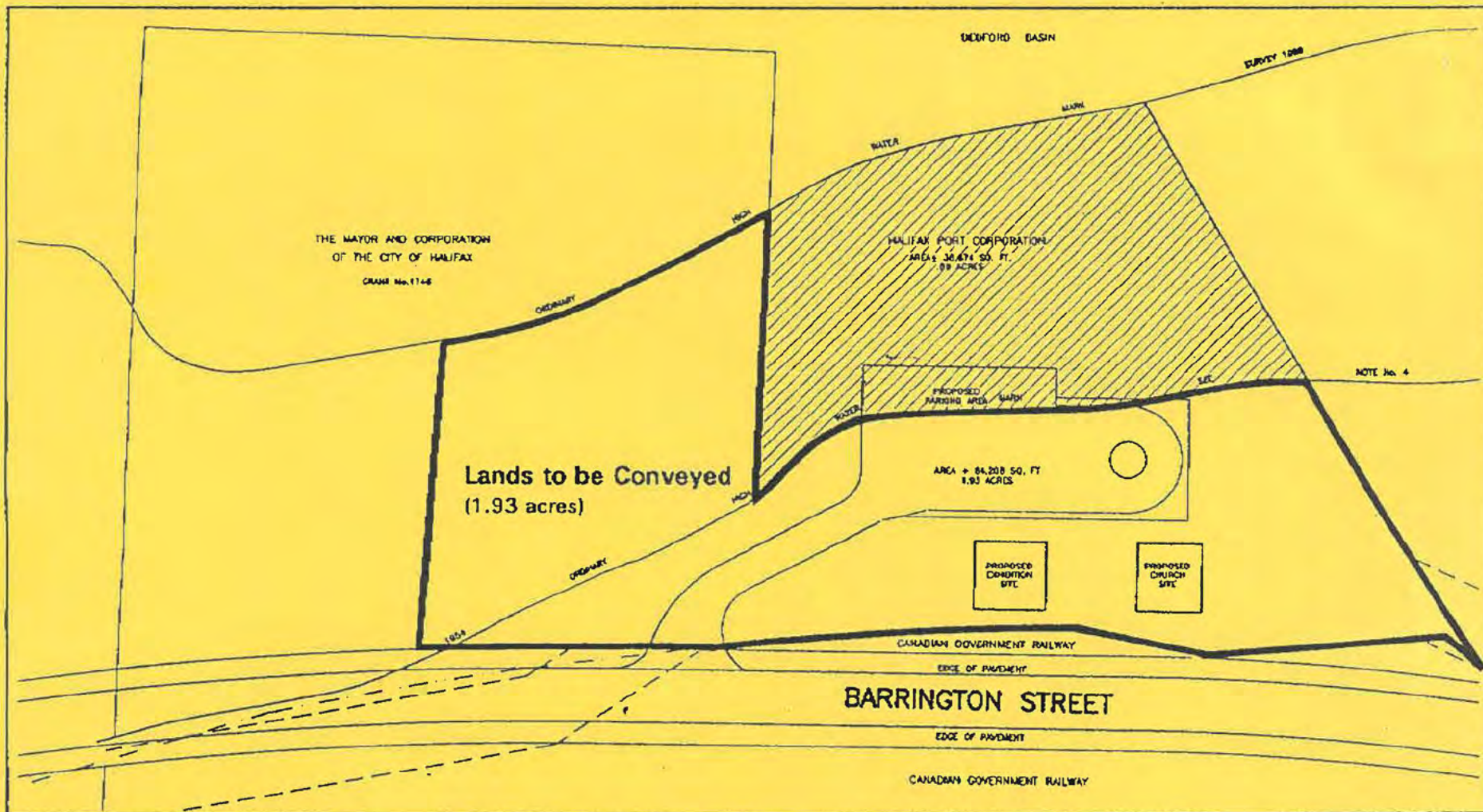
Submitted by:


Richard J. Matthews, Director
of Development and Planning

Date



AES/lh



Seaview United Baptist Church

Site of Proposed Seaview United Baptist Church



Lands owned by Halifax Port Corporation within area originally suggested to be donated

Map 1
Case 7140
20 February, 1996



N.T.S.

KLW

**CITY OF HALIFAX
DEVELOPMENT AND PLANNING DEPARTMENT
M E M O R A N D U M**

File Number: 7140

TO: Barry Coopersmith, City Manager

FROM: Angus E. Schaffenburg, Planner II local: 7875

DATE: March 21, 1996

RE: Environmental Site Audit : Seaview Baptist Church Site

The Council approval of 29 February 1996 for this matter is attached.

The city requested three proposals on an environmental site audit. The total price of the proposals (including GST) are:

Porter Dillon	8,448
Jacques Whitford Environment Limited	8,346
ADI Nolan Davis	6,550

A staff committee with representatives from the Development and Planning Department and Engineering and Works reviewed the proposals based on: qualifications of the firm and key personnel relevant to the work to be carried out; past relevant experience of the firm and key personnel; and quality and completeness of the proposal including a description of the services and their cost.

The staff committee agreed that ADI Nolan Davis best met the above criteria. They also propose to do the work at the lowest of the total prices provided. Mary Ellen Donovan, City Solicitor has indicated that there is no legal impediment to proceeding with the assessment (see memo of 17 March attached).

If you concur with engaging ADI Nolan Davis for the total price of \$6,550, with funds being made available from the Design and Engineering Reserve Account 22310-8306, please approve below.

Approved: _____

 Don McLeod
City Manager

 Angus E. Schaffenburg
March 21/96

cc: William B. Campbell, Manager, Planning Operations
Simpson McLeod, Manager Real Estate & Facilities

sent 22 Mar '96

MINUTES

MEETING: HALIFAX CITY COUNCIL
REGULAR MEETING

PLACE: COUNCIL CHAMBER
HALIFAX CITY HALL

DATE: 29 FEBRUARY 1996

TIME: 8:00 P.M.

MISCELLANEOUS BUSINESS

Case No. 7140: Environmental Audit of Lands West of Seaview Memorial Park

A supplementary staff report dated 22 February 1996 was submitted.

MOVED by Alderman Blumenthal, seconded by Alderman Epstein that Council authorize that an environmental assessment be taken at a cost not to exceed \$10,000 for the lands owned by the Halifax Port Corporation as shown on Map 1 (of the staff report dated 22 February 1996) and, further, that funds be made available from the Design and Engineering Reserve Account 22310-8306.

Motion passed.

MEMORANDUM

City of Halifax Legal Department

Tel. local 6511

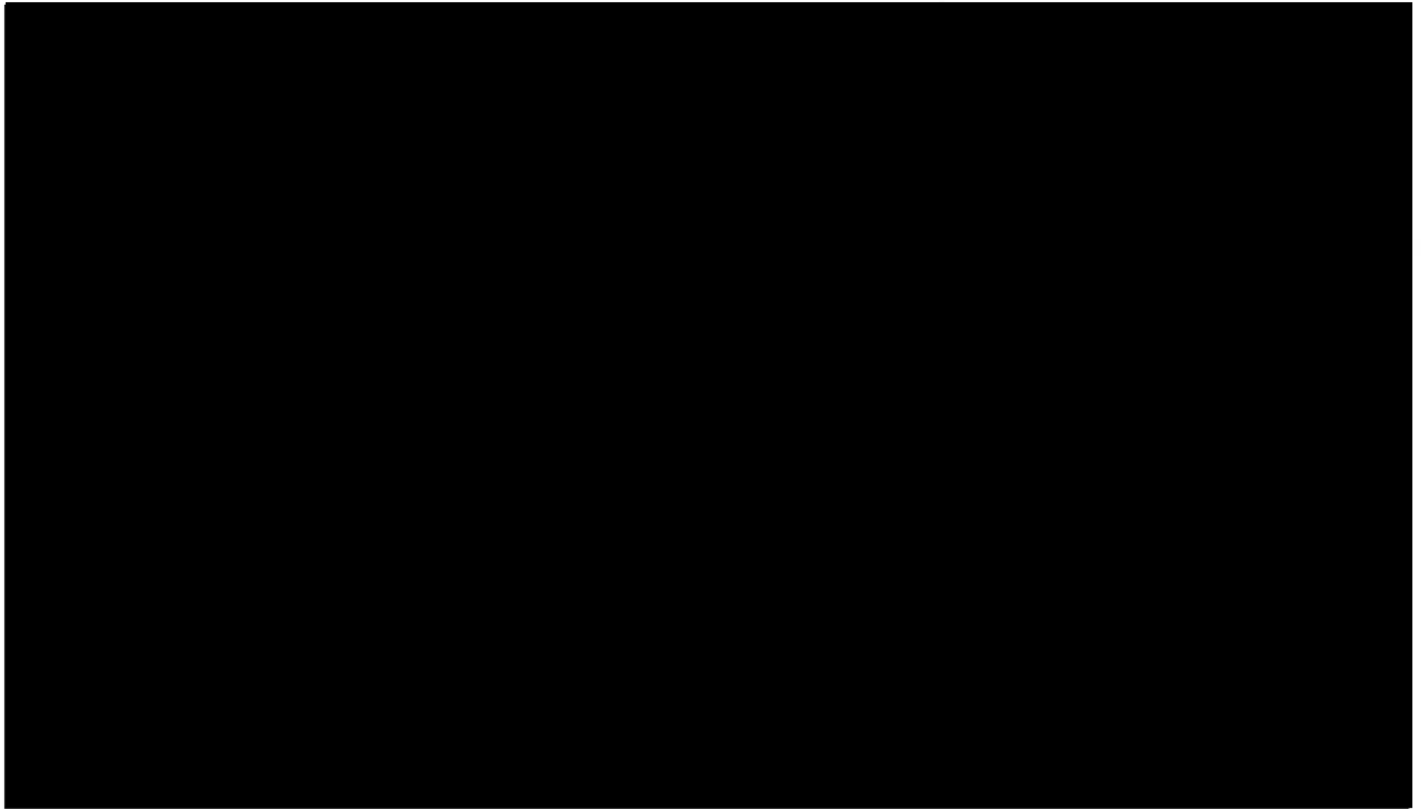
Fax. No. 8071

TO: Angus Schaffenburg, Planner II

FROM: M.E.Donovan, City Solicitor

DATE: March 17, 1996

RE: Seaview Park



From: Joanne Peters
To: meechk
Date: 4/12/96 12:02pm
Subject: Africville/Seaview Park - [REDACTED]

Angus of Planning called to update you on what is happening at Seaview Park (he is also informing the Mayor's Office)
City of Halifax Council approved an Environmental Audit of these lands. The consulting firm went up with a digger to dig test pits - they are digging on lands owned by Ports Canada. They were approached by [REDACTED] who told them they could not dig. We have permission from Ports Canada and Province to do this environmental digging.
Angus understands Police have been called; Irvine Carvery knows what's going on; and Angus understands that the media are there as well.
If you have any questions you can call Angus 4904496.