

December 11th, 1930

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AIRPORT EXPROPRIATION  
OPINION L.A. LOVETT ESQ. K.C.

Read letter L.A. Lovett, K.C.  
covering opinion re expropriation St. Patrick's  
Home property for Airport site:

Halifax, N.S.,  
Dec. 9th, 1930

Dear Sir:

Re Airport Expropriation-St. Patrick's  
Home Property

With reference to the Resolution  
passed by the City Council, wherein it was  
resolved to obtain an opinion from Mr. Lovett as  
to the advisability of asserting an appeal from  
the award of the Special Referee, Judge O'Hearn,  
we enclose herewith a copy of the opinion he has  
sent to the City Solicitor.

Yours truly,

McInnes, Covett and  
MacDonald

H.S. Rhind,  
City Clerk,  
City Hall,  
Halifax, N.S.

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AIRPORT EXPROPRIATION  
ST. PATRICK'S HOME PROPERTY

1. The lands of St. Patrick's Home  
were expropriated under the provisions of the City  
Charter (1914), as amended by Section 21 of Chap.  
69 of the Statutes of Nova Scotia for the year  
1923, and Chap. 66 of the Statutes of Nova Scotia  
for the year 1929. The relevant section dealing  
with expropriation are the following:

"678. Whenever the committee  
is of opinion that any land or interest therein,  
whether situated within the city or elsewhere, is  
required by the city for any purpose connected with  
the water supply of the city, or for the extension  
or widening of any existing street or the opening  
of any new street, or in connection with any city  
building, or for any other public work or service  
of the City, the committee may recommend to the  
council the acquisition thereof, and if the same  
can be acquired by contract at a price not deemed  
excessive, that the same be so procured and if such  
recommendation is approved by council such land or  
interest therein may be so acquired by the city at  
the price so determined.

679. The committee in any such recommendation may recommend the acquisition of any land or interest therein additional to what is actually required by the city if in the opinion of the committee such additional acquisition is for any reason of advantage to the city.

680. If the committee is of opinion that the price or compensation asked for the said land or interest is excessive, or if the owner thereof is unknown, or if a good title cannot be given thereto, or if for any other reason it is desirable, the Committee may recommend to the Council that the said land or interest shall be acquired by expropriation.

681 . (1) Before recommending that any land or interest therein shall be acquired by expropriation the committee shall direct the engineer to prepare a plan and description of such land or interest therein and a report as to the desirability of the city acquiring the same, and the ownership thereof it can be ascertained, and may also require a report from the solicitor upon such ownership and the title to such land or interest and such reports shall be sent to the council with any such recommendation.

(2) For any purposes connected with any such contemplated expropriation, the engineer, his assistants and servants, may enter upon any land in respect to which the expropriation is contemplated, and survey or examine the same, and if necessary in his judgment, may make borings or other excavations therein, and if such expropriation is not made, any damage to the land shall be paid for by the city.

682. The council may adopt such recommendation for expropriation and resolve that the land or interest therein so recommended shall be expropriated by the city, and that the price or compensation recommended by the committee shall be paid therefor, or may send such recommendation to the committee for further consideration together with such recommendations as the council sees fit to make, or may resolve not to make such expropriation.

683. (1) Upon the passage of any resolution of the council adopting any recommendation of the committee for the expropriation of any land or interest therein and resolving that the same shall be expropriated by the city at a price or compensation to be named in such resolution, the clerk shall forthwith pay to the Prothonotary of the Supreme Court at Halifax, the amount named in such resolution as the price or compensation to be paid for such land or interest therein.

(2) Notice of any such resolution for expropriation and payment into court shall be given in writing to the owner of the land or interest therein so expropriated if he resides in the City and is known to the Assessor, or to any Agent or representative of the owner so residing and known, and also by publication of a copy of such resolution with a description of the land or interest expropriated and of the amount so paid into court in not less than two newspaper published in the city for two weeks by two insertions in each week.

684. The plan and description prepared by the Engineer shall, on the passage of such resolution for expropriation, be filed in the office of the Engineer, where the same may be inspected by any person interested, and a copy of such plan and description shall also be lodged in the office of the Registry of Deeds for the county or registration district in which such land or interest is situated.

685. Upon the passage of such resolution, the making of such payment and the lodging for registry of such documents, the title to the land or interest therein declared to be expropriated shall be absolutely vested in the city free from any incumbrance or lien of any description whatever.

686. If any resistance or opposition is made by any person to the Engineer or other official of the city entering upon and taking possession of any lands on behalf of the city, a judge of the Supreme Court, on proof of the passing of such resolution, the lodging of such plan in the office of the engineer and the registrar of deeds and the payment of the money into court, and after notice to show cause given in such manner as he directs, may issue his warrants to the sheriff of the county within which such lands are situated, directing him to put down such resistance or opposition, and to put the city in possession thereof; and the sheriff shall take with him sufficient assistance for such purpose, and shall put down such resistance and opposition, and shall put the city in possession thereof; and shall forthwith make return to the Supreme Court of such warrant and of such manner in which he executed the same.

687. The city may borrow a sum not exceeding twenty-five thousand dollars (\$25,000) and apply the same to the purchase of a paving plant for the city. The amount so borrowed shall be in addition to the amounts authorized by the Halifax City Consolidated Fund Act 1905, and amendments thereof, and shall form part of the city of Halifax Consolidated Fund 1905, and shall be secured by stock or debentures to be issued in conformity with the provisions of that Act, at a rate of interest not exceeding five per cent, per annum, and the dates on which the same are payable shall be determined by the council"

688-689

"(1) If the owner deems the amount of such compensation insufficient, he may within one month from the service upon him of such notice of payment, or the first publication thereof (which ever is latest) give notice in writing to the City that he deems such amount of compensation insufficient and that he requires the same to be determined as hereinafter provided.

(2) The amount of such compensation shall thereupon be determined by a referee to be agreed on by the City and owner, or if they are unable to agree, shall be determined by the Judge of the County Court for District Number One, or by a referee appointed by a Judge of the Supreme Court, and all the provisions of the "Judicature Act" and the rules thereunder relating to proceedings before referees

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shall apply to the proceedings, including an appeal to the Supreme Court en banco, and upon any such appeal the Court may review any finding of fact or estimate of value, and make such order as it deems just".

"690- If the owner does not give such notice within one month, he shall be deemed to have accepted the amount of compensation so paid into court as sufficient, but in such case any holder of any charge or incumbrance on the land expropriated, or otherwise interested therein, may give such notice and name an arbitrator within one week from the expiry of the month, and the arbitration shall proceed accordingly. C.C.s 632"

"691. (1) Except in a case requiring an unusual amount of time and labor, every arbitrator shall be entitled to receive six dollars for every separate parcel of land or interest in land arbitrated on by him. In case of such unusual amount of time and labor, the Council may pay such additional amount as it deems fit.

(2) The arbitrators may direct by which of the parties the arbitration fees shall be paid"

"692. In determining the amount of compensation to be paid for any land expropriated for opening, extending, widening or altering any street, the referee shall take into consideration the relative benefit and injury occasioned to any remaining portion of the owner's land, adding thereto an estimate for the cost of fencing such portion, if rendered necessary. The amount of such estimate for fencing need not be paid into court, but may be paid to the owner on such fencing being completed, C.C. s 634.

"693. If the amount of compensation determined by the referee exceeds the amount paid into court, the City shall pay the amount of the excess into Court. If such amount is less than the amount paid into court, the difference may be paid out to the City on the application of the solicitor, C.C, s 635"

2. From the above Enactments it will be noted that the Legislature has provided for damages for severance in certain cases, but has made no such provision in the case of expropriation of property for public purposes, provision in such cases being made for the payment of a price, or compensation for the lands taken

3. As to the proper construction of any expropriation statute which only provides compensation for the lands taken and does not provide in words for the damages for severance or injurious affection to other lands, the authorities appear to be the following:

(a) The earliest reference in the books to the subject is a dictum of Pollock, C.B. in re laws: 1847, 1 Ex. 441. In that case it was held that a person whose land had been valued by a jury and sold under the provisions of The Defence Act 1842 was not entitled to the expenses and costs which he had necessarily incurred in bringing the matter to trial. It was held that the words of the 19th Section of the Act:

"compensation for the absolute purchase of the land" were not per se sufficiently comprehensive to include such expenses and costs. Baron Pollock, however, at page 448 said:

"Whatever may be the justice of the case before us, we must adhere to the words of this Act of Parliament. I regret that I am compelled to give it as my opinion that the compensation mentioned in the Act means a compensation for the absolute purchase of the land, that it includes everything which ought to be given to the party in respect of the land itself, and of any damage resulting from severance or from its particular situation; but that it does not include the expenses to which the party may be put in respect of the purchase. Those expenses are matters for which the Legislature have not provided, and by their direction we must abide"

(b) *Blundell vs, The King*, reported in 1905, 1 King's Bench Division, 516, here, it was held that where lands are compulsorily taken under the Defence Act for the erection of a fort, the owner is entitled to compensation for the injurious affection of his adjoining lands arising from the natural and ordinary use of lands taken for the purpose of a fort and the firing of guns placed therein.

The following judgment was delivered by Ridley, J:

"This was a petition of right in which the suppliant, Mr. Blundell, was tenant for life of an estate in the parish of Crosby, Lancashire, a portion of which had been purchased by the Secretary of State for War under the powers given by the Defence Acts, 1842 to 1873, the Ordinance Board Transfer Act, 1855, and the Ranges Act 1891. The compensation to be paid for the portion so required by the Secretary of State was settled by arbitration; and on August 13, 1903, the arbitrator made his award, by which he found that the amount of compensation to be paid for the absolute purchase of the land taken was 12,642 l., and that the amount of compensation for damage to be sustained by the suppliant by reason of other adjoining lands belonging to him being injuriously affected by the exercise of the powers of the said Acts was 5000 l. No question was raised as to the amount so awarded for the purchase of the land; but it was contended as to the sum awarded for injurious affection of other adjoining lands that this was not payable when land is taken under the Acts passed for the defence of the realm, although it would be payable if the land had been taken under the Lands Clauses Act, 1845, and this sum would then have been properly awarded under that Act.

By the 19th section of 5 & 6 Vict. c 94 (being the Defence Act 1842), provision is made for the case where parties do not agree on the sum of money offered as the consideration for the absolute purchase of the lands required, or on the annual rent or sum offered for the hire thereof; and it is enacted that in such case a jury is "to find the compensation to be paid either for the absolute purchase of such lands, buildings, or other hereditaments or for the possession or use thereof as the case may be". There are in the same Act sections which deal with the proportion to be paid out of the compensation paid for the lands to any persons having an interest as lessees or tenants at will in the lands,

and for the investment of the purchase-money by order of the Barons of the Court of Exchequer on behalf of any persons interested. The statute 23 & 24 Vict. c 112 (1860) was also referred to on behalf of the suppliant, but I do not think that its provisions are of any assistance on the point now in question.

By the Ranges Act, 1891 ( 54 & 55 Vict. c 54, c 11) it is provided that, "where any land is acquired either under the Defence Act, 1842, and the Acts amending the same, or for military purposes under any Act with which the Lands Clauses Acts are incorporated, the person or authority acquiring the land may require that the compensation to be paid for the land be settled by arbitration and not by reference to a jury, and thereupon the provisions of the Lands Clauses Act with reference to arbitration shall, if not already applicable, apply for the purpose of settling the compensation". I think that these words do not, when properly considered, mean more than this- that the provisions for the notices, appointment of arbitrators costs, delivery of award, and so forth, which are contained in the Lands Clauses Act relating to arbitration shall have application to proceedings under the Defence Acts; and, indeed, it was scarcely argued that they have a signification large enough to extend the meaning of the words of the 19th section of the Defence Act, 1842. It should be mentioned that there had been a similar provision in the 4th section of the Barracks Act, 1890 ( 53 & 54 Vict. c 25); but by the section just read from the Ranges Act, 1891, that section was repealed, The Lands Clauses Acts Amendment Act of 1860 ( 23 & 24 Vict .c. 106) also gives , by s 7, to the Secretary for War the right to use powers given to promoters of undertakings by the Lands Clauses Act of 1845, but this section also must have a similar interpretation.

There being, therefore, no statute aiding the words which have to be considered, the question is whether they do include, not only purchase- money of the lands taken, but injurious affection of other adjoining lands of the same proprietor. It was contended for the Crown that the Legislature has awarded under the Lands Clauses Act 1845, and that to be awarded under the Defence Acts, and that the former includes, while the latter does not include, damages for injurious affection, because in the former case the undertaking by and for which the land is taken, although for the benefit of the public, yet is not of so great public importance as the defence of the country; and the Attorney-General was able to point to some enactments such as the 33 Geo. 4 c. 11, which in dealing with the acquisition of land for a gunpowder magazine at Purfleet empowers Commissioners to treat for the absolute purchase of the land, and is silent as to injurious affection; whereas, on the other hand, in the 3 Geo. 4, c 126, which deals with the widening and improving of turnpike roads, the trustees are to purchase lands for that purpose and to treat and agree, not only for the purchase of the same, but also for the loss or damage that the owners may sustain. It might, indeed, be that a person whose lands were taken from him for the purpose of national defence should be awarded compensation on a lower scale and on a different basis than that allowed to persons whose land is taken for the encouragement and development of traffic , industry, and commerce. Yet I think that the distinction should be supported by some

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indications more precise than is to be found in the mere difference between these two examples of statutes. They were passed before the subject of compensation had been dealt with by the Lands Clauses Act and at periods when it was comparatively bare of legal decision, and when the difference between them is less likely to have been intentional.

It was further put that the Defence Act, 1842, was passed before the Lands Clauses Act, 1845, but that since that time there have been several statutes passed relating to national defence by which the Lands Clauses Act might have been incorporated with the Defence Act, but was not. That is quite true, and it is an argument of some importance. Some reliance was also placed on the sections which provide for apportionment of the compensation and for investment of the same. But, if compensation is to include a sum recovered for injurious affection, I do not quite see why that sum should not be dealt with along with the purchase-money. But the real question seems to be whether, notwithstanding the absence of a section similar to s 63 of the Lands Clauses Act, 1845, the words of s 19 do or do not include damages as well as a mere purchase price.

On the other side it was argued that "compensation" means an indemnity- a full satisfaction for the land taken, and that, if in the taking of that land other land is injuriously affected, that injurious affection must be included in the term. If such a claim were decided by agreement, I think there is no doubt that no person would agree on the compensation due for his land to be taken without also adding to the actual purchase-money a claim in respect of the damages done by injurious affection of other land belonging to him, and it is fairly argued that the same elements must be included when a jury or an arbitrator has to assess the compensation. It is also to be remarked that s 63 of the Lands Clauses Act, does, in fact, treat such injurious affection as a part of the compensation to be given, for it enacts that "in assessing such compensation regard is to be had not only to the value of the land but also to the damage," etc., And in the same section "compensation" is apparently used as equivalent to "purchase-money"- so that the damages to be given for injurious affection are treated as a matter to be included in the purchase-money. I am inclined myself to prefer this reasoning, although I am somewhat pressed with the consequence which seems to follow, that even without s 63 compensation under the Lands Clauses Act, 1845, would have included damages for injurious affection.

The matter, however, was dealt with by the Queen's Bench Division in Ireland in two cases. First in Reg. V Abbott; there lands were taken under the Defence Acts, and an arbitration was held before the defendant, who was an arbitrator appointed under the provisions of the Railways (Ireland) Act, 1851. The arbitrator held he had no jurisdiction to award compensation except for the actual taking of the lands, and the question was brought before the Court on a mandamus to compel him to do so. It was held both by the Queen's Bench Division and the Court of Appeal that the arbitrator was not properly appointed, and therefore the proceedings were coram non iudice; but in the Court of first instance it was held by all the judges that the

claimant was properly entitled to claim damages for injurious affection beyond the mere purchase money. O'Brien J., in particular, discusses the subject at length, and comes to the conclusion that compensation ought to be held to be of the same kind under the two Acts, and that the section of the Lands Clauses Act, 1845; is to be taken rather as a legislative exposition of what was meant by compensation, and not as granting a new right. In the Court of Appeal it was held that the arbitrator was not properly appointed, and it was unnecessary to decide the present point; but Walker L.J. said; "What evidence, as to compensation, a legally constituted tribunal should receive is not before us; but it has been carefully considered by the judges of the Queen's Bench Division, and I do not desire to be understood as holding out any hope that any considered conclusion of mine would be different from theirs". The other case is In re Ned's Point Battery; and in that case the Court of King's Bench Division followed and adopted the same view. The Attorney-General contended that I was not bound by these decisions- but they are entitled to the greatest respect; and, so far from dissenting from them, I am inclined to take the same view. The judgment must, therefore, befor the suppliant with costs"

(c) The two (2) Irish cases referred to in the Blundell decision are Reg. vs Abbott, 1897, 2 I.R. 362, and in re Ned's Point Battery, 1903 2 I.R. 192. The Abbott case is discussed in Ridley's decision. In the Ned's Point Battery case it was held that where lands were acquired under the Defence Act 1842 Compensation might be given for depreciation in the value of lands not taken and that in estimating compensation for dopeneciation of the lands not taken, compensation might be allowed" for loss in privacy and amenity and the vulgarization of the neighbourhood and other natural concomitants to the establishment of a camp, but not to loss or injury apprehended from trespass by soldiers and others upon other lands of the same owner.

(d) All the above cases arose in respect of the construction of the Defence Act 1842 ( Imp). The material section of that Act is Section 19, which is as follows:

"In case any such Bodies or other Persons hereby authorized to contract on behalf of themselves or others as aforesaid, or any other Person or Persons interested in any such Lands, Buildings, or other Hereditaments which shall be so marked out and surveyed as abresaid, shall for the Space of Fourteen Days next after Notice in Writing subscribed by or on behalf of the said principal Officers shall have been given to the chief Officer or Officers of any such Body, or to such other Persons hereby authorized to contract on behalf of others, or interest- ed themselves, as aforesaid, or left at his, her, or their usual place of Abode, refuse or decline to treat or agree, or by reason of Absence shall be prevented from treating or agreeing with the said principal Officers, or shall refuse to accept such Sum of Money as shall be offered by the said principal Officers as the Consideration for the absolute Purchase of such Lands, Buildings, or other Hereditaments, or such annual Rent or Sum as shall



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be offered for the Hire thereof, either for a Time certain or for such Period as the Exigence of the Public Service may require, then and in such Case it shall be lawful for the said principal Officers to require Two or more Justices of the Peace, or Three or more Deputy Lieutenants ( One of whom shall be a Justice of the Peace), or Two or more Deputy Governors for the County, Riding, Stewartry, City, or Place where such Lands, Buildings, or other Hereditaments shall be, to put the said principal Officers, or any Person appointed by them, into immediate Possession of such Lands, Buildings, or other Hereditaments, which such Justices or Deputy Lieutenants or Deputy Governors are hereby required to do, and shall for that Purpose issue their Warrants under their Hands and Seals, commanding Possession to be so delivered, and shall also issue their Warrants to the Sheriff of the County, Riding, Stewartry, City, or Place wherein such Lands, Buildings, or Hereditaments shall be situate, to summon a Jury; and every such Sheriff is hereby authorized and required to summon and return a Jury, properly qualified, of the Number of Twenty-four, and in the Manner required by the Laws of England, Ireland, and Scotland respectively, who shall meet at some convenient Time and Place to be mentioned in such summons, out of whom a Jury of Twelve shall be drawn, in such Manner as Juries for the Trial of issues joined in Her Majesty's Courts at Westminster and Dublin are drawn by Law in England and Ireland respectively, and in such Manner as Juries are drawn by Law for any Trial in Scotland; and in case a sufficient Number shall not appear, the said Sheriff shall choose others of the By-standers, or that can speedily be procured, being qualified as aforesaid; and the said Jury-men may be challenged by the parties on either Side, but not the Array; and the said Justices, Deputy Lieutenants, or Governors respectively may Summon witnesses, and adjourn any such meeting if Jurymen or Witnesses do not attend; and the Jury, on hearing any Witnesses and Evidence that may be produced, shall on their Oaths ( which Oaths, as also the Oaths of such Witnesses, the said Justices, Deputy Lieutenants, or Governors respectively are hereby empowered and required to administer) find the Compensation to be paid, either for the absolute Purchase of such Lands, Buildings, or other Hereditaments, or for the Possession or Use thereof, as the Case may be: Provided always, that it shall not be lawful for the said principal Officers to use any Lands, Buildings, or Hereditaments taken under the compulsory Process aforesaid for the Barrack Service, or to erect any Barrack Buildings thereon"

(e) In two (2) Ontario cases the same view as that reached in the English and Irish cases mentioned above is expressed. In the case of Re: Bush, 14 Ontario Appeal Reports, Page 77, there appears the dictum of Patterson J.A. with reference to a Statute authorizing the expropriation of lands on Niagara River, that although the Statute made no express provision for compensating the owner for the part of his land not taken, it was fair and reasonable to add proportionately to the price of the part taken for any diminution in value of the part left when disassociated from the other.

The Bush base was decided in 1887. In another Ontario case in re Ontario and Quebec Railways 1884, 6 Ontario Reports, 349, Cameron, O. J., expressed the opinion that where a parcel of land was severed by a railway the actual value was the difference between the value of the land of which it formed part before the expropriation and the value to the owner of the remainder after the expropriation. This distinction was expressed with reference to a statute which did not allow damages in respect of lands injuriously affected.

(f) The case of Cummins, vs. the Credit Valley, 21 Grant Chancery reports 162, directly decides that the words "compensation or damages for lands taken" are not wide enough to let in damages for severance or injurious affection, and is directly at variance with the English decisions above cited. This was a decision of Proudfoot J., decided in 1874 and his conclusions were referred to in the subsequent Ontario case of Collins vs. The Water Commissioners of Ottawa, 42 U.C. Q.B.385.

(g) The case of Montreal vs McAnulty, 1923 S.C.R. 291, contains the following statement by Anglin, J:

"Whatever may be the case in regard to the right of the owner under the English Common Law to be paid for land taken from him for a public purpose by due authority of law the right where it exists to additional compensation for "injurious affection" of other land held with that taken like the more restricted right of a proprietor whose property has been injured by public undertaking but from whom nothing has been taken is in England purely statutory"

(h) In 1920 an important decision of the House of Lords was given in England in the case of the Attorney General vs. deKeyser's Hotel. It is reported in 1920 Appeal Cases, Page 511, The Crown had taken possession of the Hotel for military purposes, and its owners asked for a declaration that they were entitled to rent for its use and occupation, or, in the alternative, to a fair rent for use and occupation by way of compensation under the Defence Act, 1842. It was held that the owners of the Hotel were entitled to a fair rent for use and occupation, for the Hotel, by way of compensation under the Defence Act. The case went to the House of Lords on Appeal from the Judgment of the Court of Appeal, Chancery Division, reported in 1919, 2 Chancery Division, Page 2. Warrington L.J., one of the judges in the Court of Appeal stated:

"the compensation is in the Defence Act described in the case of temporary use as 'the compensation to be paid for the possession or use of the premises, and I think this introduces the same measure as that resorted to in actions for use and occupation, that is to say what the occupation is worth, and I do not think the suppliants are entitled, in addition to compensation for loss arising from their being prevented from carrying on their business".

(4) It does not appear that the owners of the hotel claimed to be entitled to compensation arising from their loss or business, but it seems difficult to

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(4) It does not appear that the owners of the hotel claimed to be entitled to compensation arising from their loss or business, but it seems difficult to

reconcile the statement of Lord Justice Warrington with the preceding English and Irish decisions. The deKeyser case was decided in connection with the construction of the same section of the Defence of the Realm Act as was the subject for construction in the other English and Irish cases, but the deKeyser case dealt with the Crown taking possession of and using and occupying premises, while the other cases dealt with the Crown taking the land, which was part of a larger block or was connected with a larger block owned by the same party. If in the case of lands taken the word "compensation" in the Statute is wide enough to include damages for severance and injurious affection, one would suppose that in the case of the taking possession of the use and occupation of lands, the same principle would apply, and the party from whom the use and occupation is taken would be entitled to compensation for any injurious affection suffered from such act. It is quite arguable that this is the correct view of the authorities.

5. In any event, it will be noted that the Blundell case the Irish cases referred to above are decisions or dicta of single judges and are therefore not binding on our Courts as authority, and can only be looked at by our Courts from the point of view of whether the reasoning of the Judge commends itself to the good judgment of the Court here or not. In this connection it is to be kept in mind that the decision in the Cummins case is also one which can be looked at by our Court for the reasoning given by the Judge in arriving at a conclusion different from the English Judges, and the view of Lord Warrington above mentioned, and the view of Mr. Justice Anglin in the Supreme Court of Canada above referred to are also ones to which our Court would no doubt give a good deal of weight.

6. In view of the state of the authorities as above mentioned, the view that compensation or damages for land taken should not be construed as wide enough to let in damages for severance or injurious affection, is at the very least a contention which should receive the careful consideration of our own Courts, and should be a point kept in mind when considering whether for other reasons an Appeal should be taken in the present instance. Should the Court decide that such view is correct, this would of course reduce the amount of the award of His Honour Judge O'Hearn to the sum of \$2,500.00, representing the actual compensation payable for the land taken, plus possibly, cost of the fencing, amounting to the sum of \$1,600.00

7. If our Court adopted the view that the words compensation or damages for lands taken included damages for severance and/ or injurious affection I am of opinion that the loss of access to Byers Road would be a legitimate item of damage to be considered by the Court, but the evidence given in support of this item is very unsatisfactory and leaves a Judge in the position of having to practically guess at a figure instead of being able to decide on evidence of monetary loss or depreciation in market value. I am also of opinion that the owners would be entitled to have the Court determine as an item of damage for severance or injurious affection the detriment to the remaining property by reason of the apprehended user of the strip of land expropriated. I think the amount under this item must be confined to injurious affection arising from the

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apprehended user of the strip taken and cannot be extended to include the user of other lands, which the City has a perfect right to use as an airport or otherwise. This seems to be the clear decision of the Privy Council in the Sisters of Charity Case, and I am of opinion that the Learned County Court Judge erred if he considered as an item of the \$10,000.00 award the apprehended user of lands other than those taken by the City from St. Patrick's Home.

It is possible that a Court to which an Appeal was asserted might find that the evidence supports some further items of injurious affection, although such items were disregarded by the Referee.

It will be seen from the foregoing that in the final analysis the quantum of damages to be allowed is to be determined from very indefinite evidence. My individual view is that the damages given are larger than they should be. I think on the whole an Appeal is justified because of the legal point above referred to and because the damages awarded are apparently larger than the circumstances in evidence warrant.

Halifax, N.S.,  
December 8th, 1930

Moved by Alderman Mitchell seconded by Alderman Donovan that the consideration of this opinion be deferred, that it be engrossed on the minutes of this meeting and copies sent to each Alderman before the next meeting of Council. Motion passed.

*Common*

LEAVE OF ABSENCE J.W. CALDWELL

Read report of the Finance Committee recommending that the leave of absence granted to Mr. J.W. Caldwell on the 13th of November last be further extended until the 15th January.

Moved by Alderman Cragg seconded by Alderman Stech that the report be adopted. Motion passed.

*Collector*

CITY HOME AND T. B. HOSPITAL  
MONTHLY REPORT

Read report of the Charities Committee for the month of November showing the number of inmates in the City Home to be 367 and the number of patients in the T.B. Hospital to be 50.

FILED.

December 11th, 1930

TAX COLLECTIONS FOR NOVEMBER

Read report of the City Auditor covering tax collections for the month of November 1930:

City Auditor's Office,  
November 29th, 1930

His Worship the Mayor,  
and Members of City Council.

Gentlemen:

Report on Tax Collections for the month of November is submitted. Collections amounted to \$71,183.98. Collections on Account of taxes for civic years prior to May 1st 1925 were \$696.36. The outstanding book value of this group on November 29th, was \$647,430.58:

Arrears Taxes	Outstanding Balances Oct. 1930	New Accounts and other adjustments.	November Collections	Outstanding Balances November 31
Civic Year 1925-26	\$71,105.59		\$139.00	\$70,955.59
Civic Year 1926-27	51,971.88		403.41	51,568.47
Civic Year 1927-28	66,461.77		2,790.56	63,671.21
Civic Year 1928-29	148,336.64		8,757.73	139,578.91
Civic Year 1929-30	290,995.77		10,062.13	280,933.64
	<u>\$628,871.65</u>		<u>\$22,152.83</u>	<u>\$606,718.82</u>
Current Taxes	627,798.47		23,582.35	604,216.12
Water Dept. Rates and Taxes	29,874.60	64,000.00	25,448.80	68,425.80
	<u>\$1,286,544.72</u>	<u>\$64,000.00</u>	<u>\$71,183.98</u>	<u>\$1,279,360.74</u>

	Estimates	Outstanding Previous Month	October Collections	Balances
Poll Tax 1930-31	\$18,000.00	\$11,873.15	\$ 679.00	\$11,194.15

Respectfully submitted,

A. M. Butler  
CITY AUDITOR.

FILED.

December 11th, 1930

✓  
DEPARTMENTAL APPROPRIATIONS

Read report of the City Auditor covering statements of Departmental Appropriations as at November 30th, 1930:

FILED.

✓  
ORDINANCE NO. 13

RE CAMP HILL CEMETERY

Read report of the City Clerk informing Council of the approval by the Lieutenant Governor-in-Council of Ordinance No. 13 of the City of Halifax re Camp Hill Cemetery.

City Clerk's Office,  
December 10th, 1930

His Worship the Mayor,  
and Members of City Council.

Gentlemen:

I beg to report that the Lieutenant Governor-in-Council on the 27th day of November 1930 approved of Ordinance No. 13 of the City of Halifax re Camp Hill Cemetery, passed by the City Council on the 13th day of November last.

Respectfully submitted,

H.S. Rhind  
CITY CLERK

FILED

✓  
COAL WEIGHERS REPORT NOVEMBER

Read report of A.H. Cullymore, Supervisor of Coal Weighers showing that the Permanent Weighers received the sum of \$123.10 in fees for their services during the month of November.

FILED

✓  
HEALTH BOARD-TENDERS FOR SUPPLIES

Read report of the City Health Board covering tenders for supplies of groceries, meat, stuffs, fish, butter and eggs. etc. for six months:

December 11th, 1930

Office of City Health Board  
Halifax, N.S. Dec. 11th, 1930

His Worship the Mayor,  
and Members of City Council.

Gentlemen:

At a meeting of the City Health Board held this date tenders for supplies for the Infectious Disease Hospital for six months were opened and copies of the tenders are herewith attached for your information.

It is recommended that the following tenders, being the lowest, be accepted.

Groceries  
Meatstuffs  
Fishstuffs  
Butter and Eggs  
Bread  
Milk & Cream  
Laundry

Howard's Limited  
G.C. Hartlen & Co.  
Boutilier's Limited  
Smith & Proctor, Ltd.  
J.J. Scriven & Sons  
Fraser & Casey  
Ungar's Dye Works.

Respectfully submitted

Arthur C. Pettipas  
SECRETARY C.H.B.

Moved by Alderman Stech seconded

*A.C. Pettipas* by Alderman O'Toole that the report be adopted.

*Auditor* Motion passed. ✓

INFECTIOUS DISEASES HOSPITAL  
DEFECTIVE PLASTER

Read report of the City Health Board  
in re defective condition of the plaster at the  
Infectious Diseases Hospital:

Office of the City Solicitor,  
December 10th, 1930

The Secretary,  
Board of Health,  
Halifax, N.S.

RE INFECTIOUS DISEASE HOSPITAL

Sir:

In compliance with the request of the Board I have perused the contract and specifications in the above, particularly the general conditions which were not before me when giving my former opinion. These, as I anticipated, provide that the work shall be of the best and that the "contractors shall at their own expense replace any work wrongly executed". Clause 22, however, is material when read in connection with the clause in the specifications for plastering to which I previously referred, namely that the contractor agrees to "guarantee plaster of one year". Clause 22 is as follows--



December 11th, 1930.

22. No certificate given or payment made under the contract nor the occupancy of the building, either partial or entire, by the Owner shall be conclusive evidence of the performance of the contract, either wholly or in part, and no payment shall be construed to be an acceptance of defective work or improper materials. No payment or certificate, final or otherwise, shall be construed to relieve the Contractor from his obligation to make good any defects arising or discovered in his work within one year after the completion and acceptance of the same, nor as a waiver of any specific obligation the Contractor may assume as to the durability of his work.

Prima facie the effect of these two clauses would be to relieve the contractor from liability for defective plastering after one year. The only answer to this would be that the defect could not be discovered within the year. Whether this would be an effective answer would be a question partly of law and partly of fact, as to whether or not the defect could or should have been discovered within the year. It is impossible to forecast what evidence of this might be given, or what view a Court would take.

Assuming, however, that this difficulty could be surmounted there would then be the difficulty of establishing that the defective condition of the plaster was due to improper work or materials. I gather from the letter of the contractors, and from statements made by them at the interview in my office, that they would contest this point. Some of the explanations offered would be the undue amount of heat, that the directions for mixing the plaster were carefully complied with, and that if the mixture were such as shown by the analysis it could not have been attached to the walls at all. The Board no doubt will feel that these excuses are not well founded, but they should bear in mind that it will not be their opinion that must finally prevail but that of some Court, and that there is always more or less doubt as to the result of a law suit.

If the Contractors had assumed a defiant and uncompromising attitude, I would recommend an action. But as I understand their letter, they are willing to make a reasonable adjustment. I would therefor, suggest that the Board act on the suggestion to have the matter disposed of by arbitration. I would further suggest that the arbitrator be, if possible, some outsider entirely free from local or personal influences, that he examine the building before any repairs are made, and that he be given full power to make such an award including the cost of the award as he feels just, with of course the usual provisions making the award binding and enforceable.

Yours truly,  
F.H. Bell,  
CITY SOLICITOR

Halifax, N.S. Dec. 6th, 1930

The Secretary, City Health Board  
Halifax, N.S.

December 11th, 1930

Re Infectious Disease Hospital

Without prejudice

Dear Sir:

On our recent examination of the plastering in the above named building, we find.

(1) that some of the plaster has loosened, and in some cases broken away from the key, in parts of the building; but not to any such extent as has been broadcast through the press or stated at your Board meeting.

(2) That we are still of the opinion that this state of affairs was brought about by the excessive heat forced on the building, when and after the plaster was being applied, and over which we had no control.

(3) That notwithstanding your analysis to the contrary, this plaster was properly mixed and put on, according to manufacturer's directions, and by the best men and mechanics in this line of work.

We therefore refuse to take the responsibility off our shoulders for the state of affairs, but as the existing conditions have to be remedied we are willing to put men in the building to remove and replace this loose plaster on your providing accommodation for them, and giving us a written assurance that the matter will be placed, immediately, before a Referee, or other independent party, to examine into and place the blame where it belongs.

Yours truly,

KEEFE CONSTRUCTION COMPANY  
Sgd. E.F. Keefe

Office of City Health Board  
Halifax, N.S. Dec. 12th, 1930

His Worship the Mayor,  
and Members City Council.

Gentlemen:

At a meeting of the City Health Board held this date an opinion was read from the City Solicitor with regard to the responsibility of the contractors of the Infectious Diseases Hospital to adjust the defective condition of the plaster at the Hospital.

The Board decided to refer the matter to you for consideration.

Copy of the opinion of the City Solicitor and a letter from the M.E. Keefe Construction Company are attached.

Respectfully submitted,  
Arthur C. Pettipas  
SECRETARY C.H.B.

December 11th, 1930

✓  
Moved by Alderman O'Toole seconded by Alderman Redmond that a special committee consisting of Ald. Daley, Stech, City Engineer, City Solicitor and Dr. Forrest be appointed to investigate and report on the condition of the plaster at the Infectious Diseases Hospital and the remedy to be applied for it.

*had Dr. Forrest  
Engineer*  
Motion passed. ✓

ADVERTISING CITY OF HALIFAX

Alderman Probert, Chairman of the Industrial Committee submitted and read a telegram from the Standard Publishing Company asking the City to advertise in a special trade and commerce number to be issued on January 3rd, the charge for a page advertisement to be \$480.00

Moved by Alderman Daley seconded by Alderman Cragg that the communication from the Montreal Standard be acknowledged and that the proprietor be informed that the City regrets it cannot at present accept the offer made. Motion passed.

10.30 o'clock. Moved by Alderman Stech seconded by Alderman Daley that this meeting do now adjourn. Motion passed.

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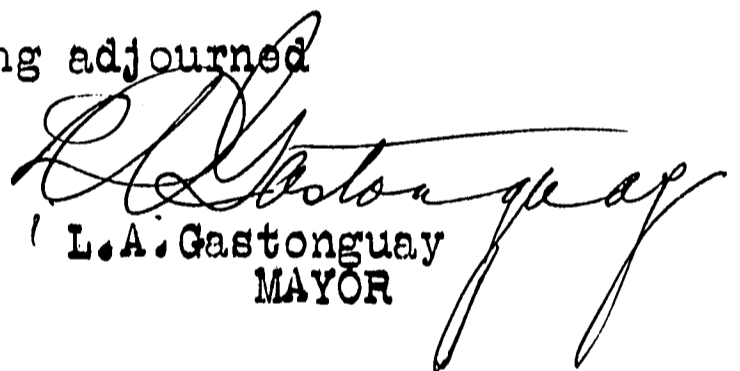
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Meeting adjourned

  
L.A. Gastonguay  
MAYOR

  
H.S. RHIND  
CITY CLERK

A F T E R N O O N    S E S S I O N

5.10 o'clock,  
Council Chamber,  
City Hall,  
December 19th, 1930

A special meeting of the City Council was called for this afternoon for the consideration of resolutions relating to tender for loans. At the above named hour there were present His Worship the Mayor and Aldermen Mitchell, Stech, Donovan, Daley, Cragg, McInnes and MacDonald.

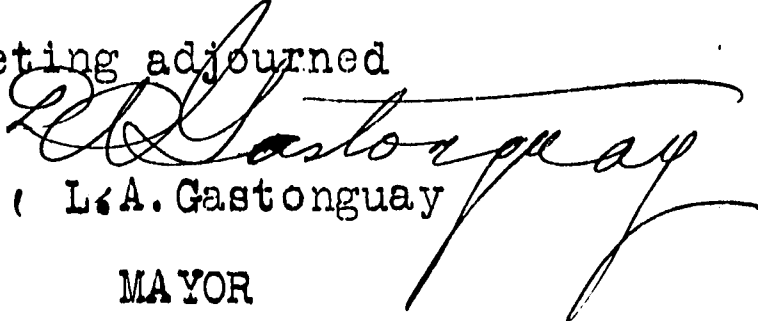
5.10 o'clock Moved by Alderman Cragg seconded by Alderman Mitchell that the time of meeting be extended until a quorum is present or until 5.30 o'clock p.m.

5.30 o'clock Roll called.  
Present above named and Alderman Adams .

There not being a quorum present the meeting stands adjourned, sine die.

  
H.S. RHIND  
CITY CLERK

Meeting adjourned

  
L.A. Gastonguay

MAYOR

A F T E R N O O N   S E S S I O N

12.40 O'Clock,  
Council Chamber, City Hall,  
December 23rd, 1930

A meeting of the City Council was held this afternoon. At the above named hour there were present His Worship the Mayor and Aldermen Dickie, Stech, Mitchell, Donovan, Redmond, Daley, Cragg, McInnes, McCarthy, McDonald, Shields, O'Toole, Drysdale and Adams.

The meeting was called specially to consider resolutions dealing with the issue of debentures for a loan of \$1,354,050.00:

LOAN  
RESOLUTIONS

Read report of the Finance Committee recommending for adoption resolutions dealing with an issue of debentures for a loan of \$915,550.00 and a further loan of \$414,500.00 held on option by Messrs. Wood-Gundy and Company and Associates:

Committee Room,  
City Hall,  
December 23rd, 1930

His Worship the Mayor,  
and City Council.

Gentlemen:

At a meeting of the Finance Committee held this day the following resolutions dealing with an issue of debentures for a loan of \$915,550.00 and a further loan of \$414,500.00 held on option prepared by the solicitors of Messrs. Wood, Gundy & Co., and Associates and approved by the City Solicitor were submitted, read, and recommended to the City Council for adoption.

Your Committee further recommend that the accompanying resolution undertaking to obtain legislation ratifying the issue of said debentures and stock be adopted as requested by the solicitors for the lenders.

Respectfully submitted,  
E. J. Cragg  
CHAIRMAN

December 23rd, 1930

The following resolutions were submitted:

(1)

WHEREAS by Section 32 of an Act passed by the Legislature of Nova Scotia, being Chapter 57 of the Acts of 1930, it is enacted that whenever any of the loans of the City set out in the First Schedule thereto, which form part of the City of Halifax Consolidated Fund, 1905, fall due the City may without further Legislative authority issue the stock or debentures of the City for the purpose of obtaining the money to retire such loans, and that such stock or debentures shall be issued under the authority of and in conformity with the provisions of The Halifax City Consolidated Fund Act, 1905, and shall form part of the City of Halifax Consolidated Fund, 1905, and any stock or debentures issued under the authority of said section shall mature in 1952;

AND WHEREAS among the said loans so set out in the said Schedule are the following loans, aggregating \$915,550.00, for which debentures have been issued, particulars of which are as follows:

AMOUNT OF LOAN	DATE OF DEBENTURES	MATURITY DATE OF DEBENTURES
\$555,500.00	January 1st 1921	January 1, 1931
322,800.00	January 1st 1921,	January 1st, 1931,
37,250.00	April 1st, 1921	April 1st, 1931.

which said loans and the debentures issued in respect thereof are now outstanding and unpaid;

AND WHEREAS it is necessary and expedient to issue and sell debentures of the City of Halifax to the principal amount of \$915,550.00 for the purpose of obtaining money to retire the said loans and the debentures issued in respect thereof;

NOW WHEREFORE BE IT RESOLVED that for the purposes aforesaid the City of Halifax do borrow on the credit of the City of Halifax at large the sum of \$915,550.00 and do issue and sell debentures of the City of Halifax therefor to the principal amount of \$915,550.00, and that the said debentures be issued in conformity with the provisions of The Halifax City Consolidated Fund Act, 1905, and form part of the City of Halifax Consolidated Fund, 1905, and that the said debentures be dated as of the 1st day of January, 1931, be payable twenty-one years from the 1st day of January, 1931, and bear interest from the 1st day of January, 1931, at the rate of Four and one-half per cent, per annum, payable half-yearly on the 1st days of January and July in each year, represented by interest coupons attached thereto, and that the principal and interest of the said debentures be payable in gold coin of the Dominion of Canada of the present standard of

December 23rd, 1930

weight and fineness, at the office of the City Treasurer in the City of Halifax, or at the principal office of The Royal Bank of Canada in any of the Cities of Halifax, Montreal, Toronto, Winnipeg, or Vancouver, Dominion of Canada, or in gold coin of the United States of America of the present standard of weight and fineness at the agency of The Royal Bank of Canada in the City of New York, United States of America, at the option of the holder.

THAT the said debentures be signed by the Mayor and Treasurer, be sealed with the Corporate Seal of the City and be countersigned by the City Clerk. That the coupons attached to the said debentures be signed with the written, stamped, lithographed or engraved signatures of the Mayor and Treasurer.

THAT the moneys so borrowed as aforesaid be applied in accordance with the provisions of the Statutory authority aforesaid and for the purpose aforementioned.

Moved by Alderman Cragg seconded by Alderman McInnes and passed unanimously.

(2)

WHEREAS the City of Halifax has sold debentures to the principal amount of \$915,550.00, dated 1st January, 1931, and payable in twenty-one years from said date, which debentures were authorized to be issued by Resolution of the City Council passed the 8th day of December 1930, and the deficiency in the proceeds of the sale of said debentures under the nominal value thereof together with the cost of the preparation of the said debentures and of advertising the sale thereof and other expenses incidental to the issue and sale thereof amounts to the sum of \$59,450.00 and it is desirable and necessary to issue and sell additional debentures of the City of Halifax to the principal amount of \$59,450.00 to realize the said sum of \$59,450.00.

NOW THEREFORE BE IT RESOLVED:

1. That for the purpose aforesaid and pursuant to Statutory authority in that behalf, the City of Halifax do issue and sell debentures of the City of Halifax to the principal amount of \$59,450.00, and that the said debentures be dated as of the 1st day of January, 1931, be payable twenty-one years from the 1st day of January, 1931, and bear interest from the 1st day of January, 1931, at the rate of Four and one-half per cent. per annum, payable half yearly on the 1st days of January and July in each year, represented by interest coupons attached thereto, and that the principal and interest of the said debentures be payable in gold coin of the Dominion of Canada of the present standard of weight and fineness, at the office of the City Treasurer in the City of Halifax, or at the principal office of The Royal Bank of Canada in any of the Cities of Halifax, Montreal, Toronto, Winnipeg or Vancouver,



December 23rd, 1930

Dominion of Canada, or in gold coin of the United States of America of the present standard of weight and fineness at the agency of The Royal Bank of Canada in the City of New York, United States of America, at the option of the holder.

2. That the said debentures be signed by the Mayor and Treasurer, be sealed with the Corporate Seal of the City and be countersigned by the City Clerk. That the coupons attached to the said debentures be signed with the written, stamped, lithographed or engraved signatures of the Mayor and Treasurer.

3. That the moneys so borrowed as aforesaid be applied in accordance with the provisions of the Statutory authority aforesaid and for the purpose aforementioned.

Moved by Alderman Cragg seconded by Alderman McInnes and passed unanimously, the following named Aldermen being present and voting for the same:

Aldermen Mitchell, Dickie, Stech, Donovan, Redmond, Daley, Cragg, McInnes, McCarthy, McDonald, Shields, O'Toole, Drysdale and Adams.

December 23rd, 1930

Read letter Messrs Long and Daley of the 13th and 15th December addressed to the City Treasurer in reference to resolutions:

Toronto, Canada,  
December 13th, 1930

R.V. Dimock, Esq.;  
City Treasurer,  
Halifax, N.S.

Dear Sir:

We duly received draft Resolutions and other papers covering City of Halifax Debentures recently sold to our clients, as well as the draft Resolutions concerning the other Debentures which we understand are under option to our clients.

In perusing your draft proceedings we noted a provision for Canadian gold payment in Canada and American gold payment in the United States, and we are considerably troubled by this provision, particularly so as your Statute 1905, Chapter 51, read in conjunction with Section 13 of Chapter 86 of the Statutes of 1920, seemed on reasonable interpretation to indicate Debentures must be payable either in lawful money of Canada only or in gold coin of the present standard of weight and fineness only or in both lawful money of Canada and in gold, making no provision whatever for American payment. We accordingly wired you yesterday in this regard, and upon receipt of your telegram would you indicating your suggestion as satisfactory and that we would be prepared to waive our objection upon your undertaking to have the present issues validated at the next session of the Legislature. We would accordingly appreciate it if you would let us have this undertaking at your earliest convenience.

We have now prepared and enclose herewith the following documents:

1. Revised Debenture Form. A copy of this Debenture form has been transmitted to the British American Bank Note Company, Limited, at Ottawa.
2. Draft Resolution in duplicate providing for the issue of \$915,550. of Debentures to retire the maturing loans mentioned in the Resolution.
3. Resolution in duplicate providing for the issue of Debentures to the amount of \$59,450. required for discount and other expenses. This Resolution should be passed after the Resolution authorizing the issue of \$915,550.
4. Declaration of City Clerk respecting passage of Resolution authorizing \$915,550. debentures.
5. Declaration of City Clerk in respect of passage of Resolution for \$59,450. Debentures.

December 15th, 1930

(6) Declaration of City Treasurer respecting Resolution authorizing \$915,550. debentures.

We will require three sets of legal papers in connection with each Resolution, and are accordingly enclosing the various Declarations mentioned above in triplicate.

In due course we will prepare and forward to you the usual Signature and Payment Certificates which our clients will require in connection with these issues.

We are also revising and forwarding you the various Resolutions which will be required in connection with the further Debentures which are at present optioned to our clients.

Yours truly,

Long & Daley

Toronto,  
Dec. 15th, 1930

R.V. Dimock,  
City Treasurer,  
Halifax, N.S.

Dear Sir:

As we advised you by wire we despatched on Saturday the various resolutions and other papers required in connection with the proposed issue of \$975,000.00 of debentures which our clients have purchased.

There is one point to which we did not refer, namely, the question of signatures. As you know these bonds are to be delivered on the 21st of January 1931 and naturally they will require to be signed by the officers then in power. The bonds bear the signature of the Mayor, Treasurer and Clerk and the coupons the signature of the Mayor and Treasurer. We naturally assume that there will be no change in the offices of Treasurer and Clerk respectively, but presume there may be a new incumbent of the office of Mayor. In view of this it will be impossible to proceed with the printing of the coupons for the debentures in view of the fact that they bear the lithographed signature not only of yourself but of the Mayor as well. It will be necessary to wait the result of the election as to Mayor before the coupons can be proceeded with. As for the bonds themselves the signatures are of course written and these will be executed by the new Mayor and yourself as Treasurer. We are advising in regard to this as our clients are anxious to have the printing of the bonds proceeded with. It seems to us that under the circumstances there should be no objection to the immediate printing of the debentures themselves, leaving the printing of the coupons until such time as the new Mayor is ascertained.

December 23rd, 1930

For your advice we are proceeding with the preparation of the various papers which will be required in connection with the bonds which are at present under option to our clients. As in the case of the aggregate issue of \$975,000. which they have purchased, there will be the two resolutions, one for the face amount of the borrowing and the other to make up the deficiency in connection with the sale and other expenses.

Sincerely yours,  
Long & Daley.

Read letter of His Worship the Mayor to the Honorable Gordon S. Harrington, Premier of Nova Scotia in reference to certain legislation and his reply thereto:

Mayor's Office,  
December 13th, 1930

Hon. G.S. Harrington,  
Premier, Prov. of Nova Scotia,  
Halifax, N.S.

Dear Mr. Harrington:

A matter has arisen in connection with the present flotation of the City's Securities in which the City would be grateful for the good offices of your Government.

Our borrowing legislation authorizes the issue of our stock or debentures payable either in lawful currency of Canada or in gold of the present standard of weight and fineness. This, of course, means Canadian or British gold. The tender for the City loan recently accepted stipulates that the loan is to be payable either in the United States or in Canada and in either lawful currency of Canada or in gold of the present standard either of Canada or the States. The solicitors for the tenderers have raised the objection that the City has no authority to make the loan payable in American Gold, but are willing to pass the loan on obtaining the assurance that legislation will be obtained at the next session ratifying the loan. The City is prepared to give an undertaking that it will introduce legislation to that effect. It will strengthen our hands if you would be good enough to give us an assurance of the good offices of your government to promote its passage.

As the matter is urgent, I would be greatly obliged if you could give this immediate attention.

Yours very truly,

Sgd. L.A. Gastonguay  
MAYOR

December 23rd, 1930

Province House,  
Halifax, 16th, 1930

His Worship, L.A. Gastonguay,  
Mayor of Halifax,  
Halifax, Nova Scotia.

Dear Mr. Mayor:

In reply to your letter of the 13th instant any Bill such as you suggest to rectify the City's financial undertaking in its recent Bond issue would essentially arise as a Private Act and consequently it is impossible for me to state what the House will do. However, I may say that not only will the Government support such legislation but it will do anything it can to further it. Your request that your legislation of last year should be amended to allow you to pay your bonds in Gold in New York is most reasonable and is distinctly necessary in these days when so much Canadian financing is done in New York.

Yours faithfully,

Gordon W. Harrington

Read telegram December 20th,

from Messrs. Long and Daley:

December 20th, 1930

TORONTO ONT.

R.V. DIMOCK  
CITY TREASURER,  
Halifax, N.S.

Thanks wire indicating meeting Tuesday morning (stop) on seventeenth we forwarded resolutions covering debentures under option aggregating four hundred forty six thousand dollars suggest advisability passing these resolutions Tuesdays meeting ensuring immediate availability legal papers as clients fully expect exercise option.

Long & Daly.

December 23rd, 1930

Resolution (3)

WHEREAS by Acts of the Province of Nova Scotia, being 4 George V. Chapter 77 and 20 George V. Chapter 57, the City of Halifax is authorized to borrow a sum not exceeding \$5,000.00 in any civic year for the acquisition of land required from time to time for the widening of streets and the City has not during the civic year 1930 under the authority aforesaid borrowed money or issued any stock or debenture for said purpose and it is now desirable to borrow the sum of \$5,000.00 for the said purpose for the civic year 1930;

AND WHEREAS by an Act of the Province of Nova Scotia, being 2 George V Chapter 81, the City of Halifax is authorized to borrow a sum not exceeding \$125,000.00 to defray the cost of sewers and the City has heretofore borrowed under the Statutory authority aforesaid the sum of \$112,500.00 and no more and it is now desirable to borrow the further sum of \$12,500.00 for said purpose;

AND WHEREAS by an Act of the Province of Nova Scotia, being 8-9 George V. Chapter 63, the City of Halifax is authorized to borrow a sum not exceeding \$200,000.00 for further extension of sewers and the City has heretofore borrowed under said Statutory authority the sum of \$170,000.00 and no more and it is now desirable to borrow the further sum of \$30,000.00 for said purpose;

AND WHEREAS by an Act of the Province of Nova Scotia, being 5 George V Chapter 47, the City of Halifax is authorized to borrow a sum not exceeding \$100,000.00 to defray the cost of additional sidewalks and the City has heretofore borrowed under the Statutory authority aforesaid the sum of \$95,000.00 and no more and it is now desirable to borrow the further sum of \$5,000.00 for said purpose;

AND WHEREAS by an Act of the Province of Nova Scotia, being 9-10 George V. Chapter 82, the City of Halifax is authorized to borrow a sum not exceeding \$200,000.00 to defray the cost of additional permanent sidewalks and the City has heretofore borrowed under said Statutory authority the sum of \$150,000.00 and no more and it is now desirable to borrow the further sum of \$30,000.00 for said purpose;

AND WHEREAS by an Act of the Province of Nova Scotia, being 12 George V, Chapter 52, the City of Halifax is authorized to borrow a sum not exceeding \$150,000.00 for the extension and improvement of the water service and the City has heretofore borrowed under said Statutory authority \$105,000.00 and no more and it is now desirable to borrow the sum of \$20,000.00 for the said purpose;

December 23rd, 1930

AND WHEREAS by Acts of the Province of Nova Scotia, being 19 George V. Chapter 67 and 20 George V. Chapter 62, the City of Halifax is authorized to borrow a sum not exceeding \$190,000.00 for the purpose of establishing an airport and no money has heretofore been borrowed under said Statutory authorities and it is now desirable to borrow the sum of \$190,000.00 for said purpose;

AND WHEREAS by an Act of the Province of Nova Scotia, being 20 George V. Chapter 61, the City is authorized to borrow a sum not exceeding \$117,000.00 for the cost of new Public Schools and additions to such Schools and no money has heretofore been borrowed under said Statutory authority and it is now desirable to borrow the sum of \$117,000.00 for said purpose;

AND WHEREAS by an Act of the Province of Nova Scotia, being 20 George V. Chapter 61, the City of Halifax is authorized to borrow a sum not exceeding \$100,000.00 for the cost of permanent pavements and the City has heretofore borrowed under the said Statutory authority the sum of \$ NIL and no more, and it is now desirable to borrow the further sum of \$10,000.00 for said purpose;

NOW THEREFORE BE IT RESOLVED:

That for the purposes aforesaid the City of Halifax do borrow on the credit of the City of Halifax at large the sum of \$414,500.00 and do issue and sell debentures of the City of Halifax therefor to the principal amount of \$414,500.00 and that the said debentures be issued in conformity with the provisions of The Halifax City Consolidated Fund Act, 1905, and form part of the City of Halifax Consolidated Fund, 1905. and that the said debentures be dated as of the 1st day of January 1931, be payable thirty years from the 1st day of January 1931, and bear interest from the 1st day of January, 1931, at the rate of Four and one-half per cent, per annum, payable half-yearly, on the 1st days of January and July in each year, represented by interest coupons attached thereto, and that the principal and interest of said debentures be payable in gold coin of the Dominion of Canada of the present standard of weight and fineness at the office of the City Treasurer in the City of Halifax, or at the principal office of The Royal Bank of Canada in any of the Cities of Halifax, Montreal, Toronto, Winnipeg, or Vancouver, Dominion of Canada, or in gold coin of the United States of America of the present standard of weight and fineness at the agency of The Royal Bank of Canada in the City of New York, United States of America, at the option of the holder.

That the said debentures be signed by the Mayor and Treasurer, be sealed with the Corporate Seal of the City and be countersigned by the City Clerk. That the coupons attached to the said debentures be signed by the written, stamped, lithographed or engraved signatures of the Mayor and Treasurer.

That the moneys so borrowed as aforesaid be applied in accordance with the provisions of the Statutory authorities aforesaid and for the purposes aforesaid.

Moved by Alderman Cragg, seconded  
by Alderman McInnes and passed unanimously:

(4)

WHEREAS the City of Halifax has sold debentures to the principal amount of \$414,500.00 dated 1st January, 1931, and payable in thirty years from the said date, which debentures were authorized to be issued by resolution of the City Council, passed the 8th day of December 1930 pursuant to the Acts of the Legislature of the Province of Nova Scotia therein mentioned, and the deficiency in the proceeds of the sale of said debentures under the nominal value thereof, together with the cost of the preparation of said debentures and advertising the sale thereof and other expenses incidental to the issue and sale thereof amounted to the sum of \$31,500.00 and it is desirable and necessary to issue and sell additional debentures of the City of Halifax to the principal amount of \$31,500.00 to realize the said sum of \$31,500.00;

NOW THEREFORE BE IT RESOLVED;

That for the purpose aforesaid and pursuant to the authority contained in The Halifax City Consolidated Fund Act, 1905, and amendments thereto the City of Halifax do issue and sell debentures of the City of Halifax to the principal amount of \$31,500.00 and that the said debentures be dated as of the 1st day of January, 1931, be payable thirty years from the 1st day of January, 1931, and bear interest from the 1st day of January 1931, at the rate of Four and one-half per cent. per annum, payable half-yearly, on the 1st days of January and July in each year, represented by interest coupons attached thereto, and that the principal and interest of said debentures be payable in gold coin of the Dominion of Canada of the present standard of weight and fineness at the office of the City Treasurer in the City of Halifax or at the principal office of The Royal Bank of Canada in any of the Cities of Halifax, Montreal, Toronto, Winnipeg, or Vancouver, Dominion of Canada, or in gold coin of the United States of America of the present standard of weight and fineness at the agency of The Royal Bank of Canada in the City of New York, United States of America, at the option of the holder.

That the said debentures be signed by the Mayor and Treasurer, be sealed with the Corporate Seal of the City, and be countersigned by the City Clerk. That the coupons attached to the said debentures be signed by the written, stamped, lithographed or engraved signatures of the Mayor and Treasurer.

That the moneys so borrowed as aforesaid be applied in accordance with the provisions of the Statutory authorities aforesaid and for the purposes aforementioned.



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- Moved by Alderman Cragg seconded by Alderman McInnes and passed unanimously the following named Aldermen being present and voting for the same:

Aldermen Mitchell, Dickie, Stech, Donovan, Redmond, Daley, Cragg, McInnes, McCarthy, McDonald, Shields, O'Toole, Drysdale and Adams.

(5)

WHEREAS this Council on the eight day of December 1930, resolved to borrow the sum of One Million Four Hundred and Twenty-One Thousand and Fifty Dollars (\$1,421,050.00) and to issue as security therefor the stock or debentures of the City payable either in lawful currency of Canada or in gold coin of the present standard of weight and fineness of Canada or in gold coin of the present standard of weight and fineness of the United States of America.

AND WHEREAS no present legislative authority exists for the issue of stock or debentures of the City payable in gold coin of the United States and the purchasers of such stock and debentures have requested an undertaking by this Council that legislation will be introduced ratifying and legalizing such stock or debentures.

THEREFORE RESOLVED that this Council hereby undertakes to prepare and introduce at the next session of the Legislature of this Province legislation ratifying and confirming the said resolution and the said stock and debentures and declaring the same to be legal obligations of the City of Halifax notwithstanding the provision therein that they are payable in gold coin of the United States of America.

Moved by Alderman Cragg seconded by Alderman McInnes and passed unanimously the following named Aldermen being present and voting for the same:

Aldermen Mitchell, Dickie, Stech, Donovan, Redmond, Daley, Cragg, McInnes, McCarthy, McDonald, Shields, O'Toole, Drysdale and Adams.

1.05 p.m.

Moved by Alderman McInnes, seconded by Alderman McCarthy that this meeting do now adjourn.  
Motion passed.

*H.S. Rhind*  
H.S. Rhind  
City Clerk.

Meeting adjourned.

*L.A. Gastongway*  
L.A. Gastongway  
Mayor