

January 20th, 1954

Mrs. John D. McClearn,
Secretary-Treasurer,
Liverpool Library Association,
Liverpool, N.S.

Dear Mrs. McClearn,

I enclose a cheque drawn on the Bank of Nova Scotia, Liverpool, by Mrs. Sybil McDonald, in the amount of \$500.00; also a cheque drawn on the Bank of Nova Scotia, Forest Hill Village, Ontario, in favor of Mrs. Sybil McDonald, in the amount of \$10.00, and endorsed by Mrs. McDonald in favor of the Liverpool Library Association.

This sum of \$510.00 is to establish a fund for the purchase of books in memory of the late Malcolm Donald McDonald. The money should be deposited in the general bank account of the Liverpool Library Association, but in the Association's own records there should be a separate account headed Malcolm Donald McDonald Memorial Fund, showing the donated \$510.00 and the various expenditures on this account as they occur.

It is the intention of the donor that the fund should be used for the purchase of non-fiction works of enduring value, such as reference books on Music, Photography and other arts likely to be of interest to users of the library, and History, Biography and so on. The choice of these books is to be in the hands of our Senior Book Committee. However, as a courtesy to Mrs. McDonald, I feel that she should be shown a suggested list before the purchases are made. I feel, too, that the entire sum should not be expended at once but spread over a period of two years, so that advantage can be taken of new editions coming out during that time.

I have asked the Advance Printing Company to prepare book-plate labels with a suitable inscription. These should be pasted inside the front cover of each book purchased from this fund.

Yours sincerely,

President

Liverpool Library Association

President: Dr. T. H. Raddall
Vice President: Mr. W. S. N. Watts
Secretary: Mrs. L. H. Chipman
Treasurer: Mrs. J. D. McClearn

Senior Book Committee:

Mrs. J. H. M. Jones
Mr. Harold Dyer
Mrs. C. R. Day
Mrs. George Forsyth
Mr. Lester Clements
Mrs. P. V. Wessman

Cataloguers:

Mrs. George Forsyth
Mrs. C. R. Day

Junior Book Committee:

Miss Annie Ritchie
Mrs. D. G. Blackador
Mrs. R. E. McClearn
Mrs. C. J. Mulhall

Service Committee:

Mrs. P. V. Wessman
Mrs. G. Dwyer
Miss G. Trueman

Finance Committee:

Mrs. A. C. Hutchinson
Mrs. S. E. Chandler
Mrs. P. E. King
Mrs. D. H. Tozer
Mrs. J. C. Wickwire
Mrs. W. H. Tidmarsh

House Committee:

Mrs. K. McConnell
Mrs. P. V. Wessman

The Royal Trust Company

EXECUTORS AND TRUSTEES

PLEASE ADDRESS MAIL
TO P.O. BOX 1058

DUKE AND HOLLIS STREETS

Halifax; 30th March, 1954.

Thomas H. Raddall, Esq.,
Liverpool,
Nova Scotia.

Re: ESTATE LATE C. E. B. DeWOLFE

Dear Mr. Raddall,

Referring to your letter of the 25th March, the clause in the Will of the late C. E. B. DeWolfe covering the legacy of \$10,000. to the Town of Liverpool for the erection of a brick, tile or cement building to be used as a library, reading and rest room and for no other purpose reads as follows:-

"On the reversion to my estate of the trust fund of ten thousand dollars to provide an income for Miss Mary DeWolfe and Miss Amelia DeWolfe, as long as they may live I give and bequeath this sum of ten thousand dollars to the Town of Liverpool, Nova Scotia, for the erection of a brick tile or cement building, to be used as a Library, Reading and Rest Room and for no other purpose, and to be known as The DeWolfe Memorial Building, and so marked on a brass or bronze plate and attached to the wall on the inside of the building. A condition of this bequest is that the Town of Liverpool will provide for the upkeep of this building and before the receipt of the said money and as an acknowledgment of acceptance of the said trust will give a legal undertaking in writing to that effect to my said executors and trustees and in the event of the Town of Liverpool, declining to accept the said Trust on the conditions aforesaid, then I direct that five thousand dollars of this amount be added to the residue of my estate, that two thousand dollars be added to the Zenida Titoff bequest, hereinbefore mentioned, that one thousand dollars be added to the Charles A. Lusby bequest, that one thousand dollars be given to the Young Men's Christian Association at Halifax, Nova Scotia, and one thousand dollars be given to the Young Women's Christian Association at Halifax, aforesaid".

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Continuation of letter from THE ROYAL TRUST COMPANY.

dated 30th March, 1954 to Thomas H. Raddall, Esq.

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The officials of the Town of Liverpool, Nova Scotia, have furnished The Royal Trust Company and Mr. P. C. Robinson the Trustees with a legal undertaking in writing required by the clause of the Will mentioned above and we therefore trust we are correct in stating that The Royal Trust Company and Mr. Robinson in their capacity as Trustees of the Estate have no further voice in the matter and we regret therefore that we are unable to assist you or the Liverpool Library Association in your present problem.

Upon hearing from the Town Council of Liverpool we shall so advise them and we trust that you and the members of your Association will understand our position.

Yours faithfully,



H. F. Haliburton,
Manager.

DEWOLFE MEMORIAL LIBRARY

The Library Association held their regular meeting on March 24th, with Dr. T.H.Raddall in the chair. The treasurer reported that the total cost of shelves, etc., financed by the Association, was \$507.17. Mr. J.H.M.Jones had contributed \$50 towards this expense. The tea and food sale at the opening of the new building had been a success, and the treasurer was instructed to pay off \$100 of the bank loan. A number of merchants had shown their interest in the cleaning and equipment of the library, the donations including a portable table from the Liverpool agency of Charles Dargie and Sons, curtain rods from Rossignol Sales, a mop from S.P.Pentz, floor wax from Victor Scobey, a broom from Henderson and Inness and a washable ~~maple~~ Fuller mop from Roy Mansfield.

Dr. Raddall reported that the Town Council had notified the Association on March 22nd that the new building could not be used for sales to raise library funds. The reason given was a certain clause in the Town's agreement with the Royal Trust Company regarding the construction of the building. Several members of the Library Association expressed surprise at a ruling so far from the intention of the DeWolfe bequest. The Association had undertaken to equip and operate the new building in the belief that funds could be raised by paid teas, sales of food, fancywork and other articles. A rough room in the basement, separate and distinct from the book rooms, had been painted and furnished by ladies of the Association for the purpose of a "Nearly-New" sale. This was not a rummage sale. The articles sold, although used, were of a high quality, and the response of the citizens had been gratifying. It was a shock to be told in this abrupt fashion that all such activities must cease.

Dr. Raddall was instructed to write the Town Council asking them to obtain from the Royal Trust Company a clear and exact definition of the clause in question, mentioning specifically the use of the new building for the sale of food or other articles, the entire profit of which was to be devoted to library books

equipment and services.

Mr. Par Wessman was made chairman of a nominating committee to bring in a slate of officers at the annual meeting in April. Mrs. Randolph Day was made chairwoman of a committee to catalogue and prepare the books of the late Colonel C.H.L.Jones for use in the regular system of the library. Mrs. Gerald EX Dwyer reported a large increase in the number of subscriptions for children, and recommended that children from Grade Seven upward be eligible for junior membership. The Kiwanis Club had made a cash contribution towards the purchase of new books for children. These books will be marked as gifts of the Club.

Mrs. Lawrence Wickwire stated that a strong campaign to enlarge the senior membership in the Library Association is now in progress, and with the present keen interest in the library throughout the town there was every prospect of success.



OFFICE OF THE MAYOR

LIVERPOOL, N. S.

March 26, 1954.

T. H. Raddall, Esq.,
President,
Liverpool Library Association:-
Liverpool, N. S.

Dear Mr. Raddall:-

This will acknowledge receipt
of your letter of March 25, 1954, addressed to
the Town Clerk, which letter will be placed before
the Town Council at the next regular meeting.

Yours very truly,

R. H. LOCKWARD.
MAYOR.



R. E. McCLEARN
TOWN CLERK AND TREASURER
LIVERPOOL, N. S.

March 22, 1954

Dr. T. H. Raddall, President,
Liverpool Library Association,
Liverpool, N. S.

Dear Sir:

At a meeting of the Town Council on March 19 the subject of a "Nearly New" Shop in the DeWolfe Memorial Library was discussed. The Council felt that a shop should not be operated in a Memorial Library and also its operation was contrary to the following clause contained in the agreement required by the Royal Trust Company before paying over the DeWolfe bequest of \$10,000:

"That it will forthwith cause to be erected a brick, tile or cement building to be used for a Library, Reading and Rest Room and for no other purpose."

Yours truly,

Town Clerk and Treasurer.

RM:JC



R. E. McCLEARN
TOWN CLERK AND TREASURER
LIVERPOOL, N. S.

March 24, 1954

Dr. T. H. Raddall, President,
Liverpool Library Association,
Liverpool, N. S.

Dear Sir:

At a meeting of the Town Council held March 19, the Mayor, Town Solicitor, Clerk and yourself were appointed a Committee to draw up an agreement for operation of the DeWolfe Memorial Library. The Council wished the following points to be covered in the agreement and I would like to have your views on the subject in time to have an agreement prepared for the next Council Meeting on April 23rd:

Town agrees to provide heat, light, water, sewer, insurance and maintenance of structure

The Liverpool Library Association agrees

- (a) To give up the present annual grant of \$100 from the town
- (b) To provide all shelves, cases and other library furniture for the interior of the building
- (c) To provide all the books and magazines
- (d) To provide all librarian and janitor services
- (e) To keep the library fees as low as possible, in view of these responsibilities, in order to place a good supply of wholesome reading matter within the reach of every adult and child who wishes to use it.
- (f) To co-operate in keeping the heat and electric bills at a minimum

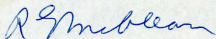
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March 24, 1954

To see that the building is used for a Library,
Reading and Rest Room and for no other purpose

This agreement may be terminated on three months
notice by either party.

Yours truly,

A handwritten signature in blue ink, appearing to read "R G Mublean". The signature is written in a cursive style with a large initial "R".

Town Clerk and Treasurer.

RM:JC

Liverpool, N.S. March 25, 1954

Mr. R.E. McLearn,
Town Clerk and Treasurer,
Liverpool, N.S.

Dear Mr. McLearn,

re DeWolf Memorial Library

I placed your letters of March 22nd and March 24th before a regular meeting of the Liverpool Library Association last night.

It was a surprise and in fact a shock to this Association and the large number of citizens who endorse its work to learn that the Town Council wished us to discontinue raising funds for the support of the library by means of a sale conducted in the building. The sale was being held in a basement room, separate and distinct from the book rooms, in fact a rough room which had been painted and equipped by volunteers at no expense to the Town. This form of raising funds for library books and maintenance is common in towns and cities across Canada, and we adopted it because of its acceptance and success elsewhere. The articles sold in this room are of a superior kind and quality that do not find their way into ordinary rummage sales, so that an operation of this kind cannot conflict with charity sales of that kind elsewhere. Nor can it conflict with the business of merchants in the town, several of whom have informed us of their sympathy and active support.

We assume therefore that the Town Council's objection is based entirely upon an interpretation of the clause in the Town's agreement with the Royal Trust Company, which reads:

"That it will forthwith cause to be erected a brick, tile or cement building to be used for a Library, Reading and Rest Room and for no other purpose."

However, we cannot believe that it was the intention of the DeWolf Bequest, or of the Royal Trust Company in carrying it out, that the new building should be subject to so rigid an interpretation of this clause. Otherwise it would be impossible to hold lectures in the building, to exhibit paintings or educational moving pictures, or to hold paid teas or food sales or any other form of raising private funds for the operation of the library. Indeed we feel that it was the intent of the DeWolf Bequest, and surely of the taxpayers who voted Town money towards the completion of the building, that the Library Association should be given every opportunity to raise private funds for the support of the library and to use the building for that purpose.

Without recourse to legal advice, it seems to us that the true interpretation of the abovementioned clause depends upon the difference between the words "as" and "for". If the clause read "to be used as a Library" (etc) it could mean that the donor intended the building to be used for the actual handling of books and nothing else whatever. But as quoted in your two letters the clause in fact says "to be used for a Library, Reading and Rest Room and for no other purpose." And as we see it, the sale of tea, sandwiches, fancy-work or anything else in the building, conducted for the library and for no other purpose, is approved by the clause as it stands and as it was intended.

We wish for harmony, and to clear up this matter we request that the Town Council write to the Royal Trust Company asking for a definite interpretation of the clause in question, mentioning specifically the sale of food or articles, the entire profit of which is to be devoted to the library and its maintenance in the matter of books, equipment and services.

As this clause, according to your letter of March 24th, will be included in the proposed formal agreement between the Town and the Library Association, a clear and exact definition of it will be necessary before the agreement can be signed by either party.

Yours very truly,

LIVERPOOL LIBRARY ASSOCIATION

Thomas H. Raddall
President

Liverpool, N.S. March 25/54

The Manager,
The Royal Trust Company,
Halifax, N.S.

Dear Sir,

re Estate of Charles DeWolfe

In the operation of the DeWolfe Memorial Library, which has been undertaken by the Liverpool Library Association, a point has arisen with regard to the use of the building. It depends upon the interpretation of a certain clause in the agreement between the Royal Trust Company and the Town of Liverpool. As we see it we are permitted to use the building for teas and sales of various kinds the purpose of which is to raise money for library books, equipment and services. Some members of the Town Council take an opposite view. I enclose copy of a letter which our Association has written to the Town Council. You will no doubt be hearing from the Town Council in due course.

Yours very truly,

LIVERPOOL LIBRARY ASSOCIATION

President

106 Montebello Road

Jamaica Plain 30, Mass.

February 16, 1955.

Dr. Thomas H. Raddall
Liverpool, Nova Scotia.

Dear Dr. Raddall;

I am writing to you because I am informed that you are the President of the Liverpool Library Association. If I am wrong will you please refer my letter to the proper person.

There are a few books among those I have left, that might be suitable for your library. There are others that may not appeal to your committee, such as mystery stories, Literary Digest books and misc. novels some of which deal with Canada and in some instances are written by Canadians.

Do not hesitate to say that you do not want them. Your library was my first thought. I am over eighty and will be soon disposing of my personal belongings or else someone else will. I rather prefer doing it myself. I have been mailing some of my choicest novels during the past few years to old friends whom I thought would enjoy them.

I just finished reading "Under the Red Jack" by C.H.J. Snider. In it are mentioned some of my ancestors; John Morine, Prize Captain or Master, the Freemans, Ladowick Smith are among them. I would have liked very much to read the same story, treated in your most interesting style. Such a book tends to awaken pride in the forbears of the old Liverpool families. My great grandfather Asa Morine was on board the Shannon in her memorable fight with the Chesapeake.

Enclosed find a list of those books that may be interesting to your committee.

With kind regards I remain

Asa Morine

Enclosure