STAYING THE COURSE:
RESISTING CHANGE IN A PLANNED MIDDLE-CLASS NEIGHBOURHOOD

by

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ABSTRACT

Victoria College, the predecessor of the University of Victoria, became a major landholder in the Municipality of Oak Bay in 1961 when it moved to its new campus site in Gordon Head. In 1964, the University, to enhance the exchange value of its holdings, and Oak Bay, desiring to increase its tax base, proposed the development of high-rise apartments on 27 acres of University-owned land in the Lansdowne Park neighbourhood. Both actions brought a swift response in the mid-1960s from the middle-class residents, organised as the University District Ratepayers’ Association, living in the area. This thesis examines how these people used their collective strength, in spite of the existence of a politically powerful pro-development coalition, to preserve the social character of their exclusively single-family residential neighbourhood. The research draws upon various archival sources: records of the University Development Board; Hudson’s Bay Company documents; assessment and street directory information; and municipal planning studies. Social data were entered into a GIS, making it possible to analyse links between development proposals and the social geography of the area. Staying the course, homeowners were successful in overturning the plans for large-scale apartment development.

Supervisor: Dr. Larry McCann, (Department of Geography)
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Chapter 1

Introduction

Here We Go Again! ¹
Hail the builders of high-rise
They are such philanthropic guys
They have just endless time to spare
For looking after our welfare.
They'd rush to build apartments high—
They're sure we don't like so much sky.
The UVic staff it's sure to irk
If they can't live beside their work
And as for students, they would rush
All to afford apartments plush.
At times we doubt that they are kind
And only have our good in mind
So when more effort must be made
They then resort to 'foreign aid'—
Bright boys who, while they breathe goodwill
And gently slither o'er your sill,
Will tell you how it lowers taxes
To buy new lights and pipes and access!
But then— they'll just build one, or two—
One couldn't go up next to you.
Or could it?

Yes, during the course of its development, Oak Bay has contended with many promoters who would “rush to build apartments high,” but this middle-class Municipality of some 17,500 people has managed to retain its identity as a suburb of mainly prosperous single-family neighbourhoods. In fact, and particularly during the 1960s, Oak Bay’s residents mounted strong campaigns to keep apartments from overpowering the physical form and social character of its neighbourhoods. One of the strongest of these campaigns

¹This poem is drawn from a flyer advertising a protest meeting for November 22, 1965 against apartment development in the Cadboro Bay area of Saanich and was put out by the Cadboro Bay Ratepayers’ Association. The flyer goes on to suggest that apartment development has resulted in “permanent injury . . . to once-attractive portions of Oak Bay.” Cadboro Bay Ratepayers’ Association, “The ‘Zoning Breakers’ are at it Again,” November 1965, AR 160, Box 3, File 3.3, “University Development Board Fonds-Legal Documents – University Property – Sale, Lease or Purchase, 1964-1965,” University of Victoria Archives, Victoria, British Columbia, Canada [hereafter UVA].
focussed on protecting the Lansdowne Park subdivision located in northern Oak Bay from a high-rise apartment scheme promoted by the University of Victoria.

At the opening of the 1960s, Oak Bay was almost completely built-up. Less than 7 percent of its territory, about 150 acres, remained undeveloped. Most of this acreage comprised the unfinished section of the 610-acre Lansdowne Park neighbourhood. This subdivision had been promoted since the late-1940s by the Land Department of the venerable Hudson’s Bay Company. The Company’s goal was to create a carefully-designed, fully deed restricted, and decidedly middle-class residential area. But the sale of building lots by the Company ended rather abruptly in 1961 when Victoria College bought the Company’s last 141 acres as part of a proposed new Gordon Head campus. This was the second time that the College and the Hudson’s Bay Company had struck a deal involving land in Lansdowne Park. A few years before, after protracted negotiations, the College had purchased nearly 37 acres adjacent to its existing Lansdowne Road campus, anticipating that this purchase would adequately accommodate any future expansion. When it became apparent that this was no longer the case, the College was faced with a thorny question: what should be done with the 37-acre site? Short of capital

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3“Memorandum to Reasons for Judgement of the Board of Arbitration in the matter of the Board of Arbitration appointed to establish the price at which the Hudson’s Bay Company should sell the Department of Public Works of the Province of British Columbia the 37.1 acre portion of Section thirty-one (31), Victoria District, in the Province of British Columbia, 12 December 1956,” RG2, Series 8, File 1532, “Property – Land Dept. Estate – Victoria College, 16 November 1956-21 March 1957,” Hudson’s Bay Company Archives, Winnipeg, Manitoba, Canada [hereafter HBCA].
to develop the Gordon Head site, the College proposed building apartments there as a revenue-making scheme. After all, the Capital Region Planning Board had targeted the site as one of several that lent themselves to high-density residential use; and Oak Bay Council was in full agreement,\(^4\) never adverse to increasing its tax base.

But the College’s proposal met with strong resistance from people who had already built or bought houses in the single-family Lansdowne Park neighbourhood (Figure 1). Confrontation came to a head at an information session held early in 1964 when representatives of the newly-legislated University of Victoria and Oak Bay’s elected Municipal Council, along with over two hundred residents of Lansdowne Park—many members of the University District Ratepayers’ Association—packed the auditorium of Uplands Elementary School on the evening of April 16 to hear the University’s latest land use proposal for its now-redundant Lansdowne Campus.\(^5\) This was the second meeting of the adversaries. The University had first outlined its plan to re-zone, subdivide and sell 35.9\(^6\) of the 37-acre site on March 23, 1964. It identified a 27-acre parcel on the west side of Foul Bay Road for apartment development; the remaining 8.5 acres, located east of the


\(^5\)"Public Notice, Residents of Oak Bay and other interested citizens are invited to attend a meeting to be held at the Uplands Elementary School at 8 p.m., Thursday, April 16, 1964, to hear proposals and see plans for the development of the 35 acres of land being part of the Lansdowne Campus located within the Municipality of Oak Bay." Victoria Daily Times (Victoria), 11 April 1964, 2; and Ted Gaskell, “Lansdowne Campus Plan Bared,” The Daily Colonist (Victoria), 17 April 1964, 1-2.

\(^6\)The balance of the 37-acre parcel, approximately 1.5 acres, were put towards road improvements.
Figure 1: UNIVERSITY DISTRICT RESIDENTS ATTEND PROTEST MEETING ON APARTMENT PROPOSAL (Source: The Oak Bay Leader, 25 March 1964, 1).
road, were intended for use by an Anglican church and single-family residences. Before the first meeting, hearing rumours of the University’s scheme, the Ratepayers’ Association organised its membership to send letters to Oak Bay’s Council voicing strong disapproval against any form of multiple-family land use. It also appealed to the Provincial Government to prevent sale for any use other than a park. However, at the urging of the Oak Bay Board of Trade, the Ratepayers’ Association agreed that single-family development would be tolerable.

At the second meeting, Floyd Fairclough, the University’s Development Manager, presented a revised scheme that again emphasised apartment development. Not unexpectedly, it too was soundly rejected by Lansdowne Park residents. The meeting lasted for over two hours, with resident after resident taking the floor, using the opportunity to “castigate council and university authorities.” When the meeting adjourned, the Ratepayer’s Association—which attracted 59 new members that night, augmenting its original 75—vowed to hold firm in its opposition to the University’s

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7."Apartment Development, 22 April 1964," AR 221, Acc No. 1994-106, Box 2, File 2.11, "Vice-President Administration Fonds-Haro Road, Oak Bay Lands and Sewage, 1961-1974," UVA.


9."Uvic Lansdowne Sale Opposed; High-Rise Plan Hit," The Oak Bay Leader (Victoria), 18 March 1964, 1, 11.

10."Filibuster, Mail Blizzard Threaten Apartment Plan," The Oak Bay Leader, 25 March 1964, 1, 12.

11.Ted Gaskell, “Lansdowne Campus Plan Bared,” The Daily Colonist, 17 April 1964, 1, 2; and “New Lansdowne Plan Received Critically,” The Oak Bay Leader, 22 April 1964, 14.

12."Filibuster, Mail Blizzard Threaten Apartment Plan," The Oak Bay Leader, 25 March 1964, 1, 12.
apartment scheme. Meeting Chair Eric Makovski urged everyone to prepare “at least a 10-minute speech” for the upcoming public hearing to re-zone the Lansdowne property; and in the weeks leading up to the hearing, implored members to flood Oak Bay’s Council with letters urging the Municipality to reconsider its support for the University’s scheme. Letters should stress single-family houses as a viable alternative. Makovski concluded that “four or five hundred letters in the course of a week or so should make some impression.”

H. L. Mathews, also of the Ratepayers’ Association, indicated that if Council and the University Development Board did not reconsider their positions, then residents would appeal to the Provincial Government.

The University Development Board’s original plan called for 800 units to be housed in ten, 6-storey structures on the west side, 27-acre parcel, with the east side, 8.5-acre site subdivided into 20 single-family lots and one church lot. The revised plan proposed two, 12-storey high-rise towers and seven, 2- or 3-storey garden or walk-up apartment buildings on the western parcel, and a townhouse development on the east-side section (Figure 2). Reacting to claims that apartment construction would ruin a Garry oak meadow, this new proposal made preservation of the natural landscape a priority. According to Fairclough, “it [would] be a first-class development,” creating a park-like

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13 Ibid.
14 Ibid.
Figure 2: Artist's Conception of the Second Lansdowne Park Apartment Development Scheme (Source: Filion-Simpson Studio, 1964. Victoria Press Library Collection, Ref No. 049.0615, Acc No. 1988-P-015, UVA).
setting benefiting all of Oak Bay and enhancing property values in Lansdowne Park. If the University’s scheme was not given the green-light, then the 35.5-acre site would remain “just an undeveloped area.” Although the revised scheme garnered more support than the first, opposition to any type of apartment development remained high. Eventually, the University withdrew its proposal and Oak Bay conceded that the area was inappropriate for apartments of any kind.

Interpreting this land use conflict lies at the heart of this thesis. Emphasis is placed on explaining how the conflict arose and how it was resolved. To do so, the thesis outlines various proposals for developing the site, discusses in detail the motivations behind each, considers the level of cooperation that existed between the University Development Board and Oak Bay Council, and assesses why the Ratepayers’ Association reacted so stridently against the apartment schemes. Given the location of the conflict in a planned neighbourhood, it is also essential to understand the role of the Hudson’s Bay Company in the development of Lansdowne Park: the Company’s careful planning and marketing of the subdivision forms a context against which all aspects of the conflict must be interpreted. Further understanding is gained by drawing theoretical insight from the concepts of use value and exchange value as they apply to residential areas, and from the literature explaining the functions of neighbourhood associations.

The thesis draws upon a wide range of primary research materials held in local and regional archives. The most important are records maintained by the Hudson’s Bay

Company, the University of Victoria, and the Corporation of the District of Oak Bay. The
Hudson’s Bay Company documents are especially comprehensive. The Company’s Land
Department, based in Winnipeg, maintained thorough records that outline all facets of
planning and marketing Lansdowne Park and of its negotiations with Oak Bay and
Victoria College and its successor, the University of Victoria. Of particular importance is
the frequent and often detailed correspondence between the Company’s town planner,
Wilfred “Bill” Hobbs, and Oak Bay’s Municipal Engineer, Alfred Musgrave. The many
maps prepared by Bill Hobbs reveal the spatial dimensions of the design and build-out of
Lansdowne Park. Minutes and reports of the various Victoria College and University of
Victoria committees charged with managing land development provide a perspective on
the decision-making of these institutions. Similarly, the minutes of Oak Bay’s Municipal
Council offer essential insights on the Municipality’s land use policies, as do reports,
correspondence, assessment and building information files, and maps emanating from
either the Engineering Department or the Municipal Clerk’s Office. Other sources were
tapped besides these institutional records, including: newspapers (e.g., the Victoria Daily
Times, the Daily Colonist, and the Oak Bay Leader); street directories that yield the
names and occupations of people residing in Lansdowne Park (essential for recreating the
neighbourhood’s social landscape); and land records of the British Columbia Land and
Investment Agency (the Victoria agent for the Hudson’s Bay Company). For Lansdowne
Park, a comprehensive Geographical Information System (GIS) was created that records
the changing land use, property sales and ownership, and social make-up of the
neighbourhood at either yearly or five year intervals between 1951 and 1976. Together,
these sources provide the information required for interpreting the questions guiding the research.

To tell the story of land use conflict in the Lansdowne Park subdivision, the thesis is organised in the following way. Chapter 2 reviews the theoretical literature on the concepts of use value and exchange value, neighbourhood unit planning, and neighbourhood associations. The Hudson's Bay Company's application of neighbourhood unit planning theory in the design and building of Lansdowne Park is analysed in Chapter 3. Then attention turns in Chapter 4 to the complex negotiations involving Victoria College, the Hudson's Bay Company, and Oak Bay that surrounded, first, the offer for a 37-acre site on which the College intended to focus its Lansdowne campus expansion plans in the late-1950s; and second, the purchase of the 141-acre property that eventually became part of the University's Gordon Head campus after 1961. Chapter 5 details the University's plans for apartment development on the 35.5-acre portion of the 37-acre site, Oak Bay's complicity in these plans, and the reaction of the Lansdowne Park residents to this 'invasion' of their neighbourhood. A concluding discussion in Chapter 6 evaluates the utility of the various theoretical concepts for interpreting this land use conflict and suggests possible avenues for further research.
Chapter 2  
Land Use Theory, Planning and Urban Social Movements

This chapter reviews existing literature on the theoretical concepts most important for guiding the analyses used to interpret land use conflict in the Lansdowne Park subdivision. These concepts are: the forces of use value and exchange value; the principles of neighbourhood unit planning; and the influence of neighbourhood associations upon land use decisions and their efficacy in halting change. Attention first focuses on the forces of exchange value and use value and how they interact at the neighbourhood level to influence land use patterns. Discussed next are the principles of neighbourhood unit planning theory. Finally, the history and role of urban social movements and neighbourhood associations in shaping land use decisions and local politics is assessed.

Exchange Value and Use Value

The dynamic and often confrontational relationship between advocates of unfettered development and homeowners and residents during periods of rapid city growth and land use change has been studied at length.¹ To understand the motivation behind the conflicting forces one must recognise two crucial socio-economic processes—the pursuit of use value and exchange value. Broadly defined, use value is the value individuals place on property that does not enter into commodity exchange, while

exchange value implies the utilisation of property to generate profit. These two forces clearly influence property prices and thereby determine land use and patterns of neighbourhood life. Places serve a variety of purposes—they can be used to create "wealth, power, and prestige, and to sustain life." Thus, "the fortunes of people and place are closely intertwined." In the neighbourhood setting, individuals engage in efforts to gain benefit from places of residence. The two forces of use value and exchange value converge, and perhaps most dramatically so at this spatial scale. The use value of a neighbourhood is a product of the historic development of its buildings, its current ethnic and class relations, and its relationship with external institutions.

Logan and Molotch distinguish six categories of use value which form the basis of neighbourhood life. The most important of these categories for the analysis carried out in this thesis are: (1) informal support networks; (2) identity; and (3) agglomeration benefits. The place of residence can be a source of informal support networks between people who act in a reciprocal manner to supply one another with goods and services crucial to their

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4Logan and Molotch, Urban Fortunes.


6Ibid., 215.

7Logan and Molotch, Urban Fortunes.

8The six categories of use value are: (1) the daily round; (2) informal support networks; (3) security and trust; (4) identity; (5) agglomeration benefits; and (6) ethnicity. Logan and Molotch, Urban Fortunes, 103-110.
daily lives. These goods and services comprise a variety of forms, from taking care of a neighbour’s child while parents are at work, to helping with yard work, and even to providing support during moments of emotional hardship. The neighbourhood also provides residents with a sense of identity within the larger urban milieu. Well-defined neighbourhoods provide spatial demarcation along with social demarcation. Place names, for instance, are often used to convey an individual’s position, relative to others, in the social class hierarchy.8 Hunter describes how in his survey of Chicago’s residential structure he found that people would misrepresent the names and boundaries of certain neighbourhoods to either preserve or enhance their own social standing.9 Specifically, he found that residents of lower status neighbourhoods would try to become identified with neighbouring areas of higher social standing, and conversely areas of “higher status [attempted] to prevent this sort of borrowing of their status.”10 Agglomeration benefits refer to the cumulative effect of the varying use values a neighbourhood holds. Combined, these different use values define a neighbourhood. Thus, a neighbourhood is “more than a mere collection of houses; rather it is a shared experience of an agglomeration of complementary benefits.”11 For instance, the concentration of like individuals in a neighbourhood results in the development of services and institutions appropriate to their needs; and these institutions and services contribute to feelings of

8Ibid.
10Ibid.
11Logan and Molotch, Urban Fortunes, 108.
identity, security and trust held by residents, and shape their daily round. In short, "the use of a place creates and sustains access to additional use values."^{12}

Major challenges to the use value of a neighbourhood are often brought about by the actions of outside forces. These include firms and bureaucracies that, often in efforts to enhance exchange values, act to rearrange urban space. Residents will often respond and oppose these outside threats to preserve the use value of their neighbourhood. Janelle, studying locational conflicts in major Canadian cities, found that more than 60 percent were the result of development initiatives which were opposed by individual citizens and neighbourhood associations.^{13} Citizens, however, "have little control over such changes and this contributes to the general anxiety resulting from the fact that market mechanisms . . . may well serve to undermine neighbourhood."^{14}

Use values are definitely important to residents, whether for activities they carry out during their daily rounds, for the informal social networks that a particular neighbourhood offers, or for various other benefits, besides the purely monetary, that a particular place offers. This said, it cannot be assumed that use value is the only force that motivates residents, and homeowners in particular. Owning real estate gives those who control property a vested interest in its exchange value. Thus owners, in contrast to those who merely use a place (e.g., tenants), hold very different goals and interests for the

^{12}Ibid., 18.


^{14}Logan and Molotch, Urban Fortunes, 111.
future of a particular place. Owners, for instance, may see benefits in terms of the increased exchange value of property, garnered by intensifying its use. By contrast, those who do not own their own home may perceive any new development as a threat to their way of life and see no positive side. However, in suburban residential settings, exchange interests are usually not strong enough to separate residents from owners.¹⁵ It is usually capitalists, especially those living outside a community, who are willing to sacrifice a particular place’s use value in favour of higher rents and more intensive land uses.

All commodities have an exchange value. This is the price that people are willing to pay to acquire or to use a commodity.¹⁶ The market in land, however, is unique compared to most other commodities. For instance, there is a fixed supply of land, and thus the market is inherently monopolistic because owners have complete control over its supply. And as Logan and Molotch argue, each parcel of land is unique in how it provides access to other land, uses, and other opportunities.¹⁷ Thus, because places are different and offer varying opportunities and advantages, they can demand differential rent. Accordingly, individuals and organisations will try to increase the rent of their holdings by “reshaping the spatial organisation of the city.”¹⁸

Logan and Molotch label those individuals and groups who are involved in

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¹⁵Logan and Molotch, *Urban Fortunes.*


¹⁷Logan and Molotch, *Urban Fortunes.*

¹⁸Ibid., 24.
reshaping urban form as ‘place entrepreneurs.’ They identify three types: (1) the serendipitous entrepreneur; (2) the active entrepreneur; and (3) structural entrepreneurs. The *serendipitous entrepreneur*, as the label implies, fell into his/her role quite by chance, with little forethought or planning. The serendipitous entrepreneur likely became a rent collector through some fortunate circumstance, such as inheritance. Or he or she might have acquired the property for one purpose and later discovered that greater revenues could be generated by converting its use, selling it, or renting it out. Accordingly, the increase in rent enjoyed by this type of entrepreneur was not a product of the owner’s efforts. The second type of entrepreneur identified by Logan and Molotch is the *active entrepreneur* who is typically a small to medium scale investor possessing a high level of skill in the area of predicting growth and change in the land market. By anticipating change in the future use of land, the active entrepreneur invests in places that in time will become more valuable, capturing increased rents from the property. The final type of entrepreneur, the *structural speculator*, is perhaps the most important actor on the urban scene. The structural speculator—unlike the serendipitous entrepreneur who is essentially a passive acceptor of circumstances, and the active entrepreneur who relies on skill to predict future land use trends—attempts to influence locational trends and urban futures. This is done by affecting the relationship of a specific place to other places in the city. To accomplish this, little can be left to chance. Access to, and influence over, high level decision makers is necessary. This is especially true in matters of zoning and the

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development of land use plans, because government action can “have extraordinary price impacts.”\textsuperscript{21} This requires tremendous skill, resources, and commitment that structural speculators will often seek out others who share their exchange value interests. They do so to form alliances essential for intensifying future land use.

Molotch describes these broad coalitions of pro-growth advocates as ‘growth machines.'\textsuperscript{22} A growth machine shows little concern for the use value interests of those who might be affected by the machine’s development ambitions. Growth machines will work hard to limit opposition to their plans. They will oppose any form of government regulation that reduces or limits the exchange value potential of a development project. They espouse a doctrine of value free development and believe that the free market alone should determine land use. Arguments supporting unfettered development have been made on the grounds that any sort of growth is in the public interest, because it increases economic activity, creates jobs, generates increased tax revenues, and helps to pay for urban services.\textsuperscript{23} Cities have been responsive to such claims and have engaged in active inter-municipal competition for investment, often at the expense of use values. As a result, virtually all neighbourhoods are subject to exchange value pressures and intensification of development. Logan and Molotch claim that “neighbourhood futures are determined by the ways in which entrepreneurial pressures from outside intersect with

\textsuperscript{21}Ibid., 31.

\textsuperscript{22}Molotch (1976), cited in Logan and Molotch, \textit{Urban Fortunes}.

\textsuperscript{23}Logan and Molotch, \textit{Urban Fortunes}.
internal material stakes and sentimental attachments.”

Because exchange value is often determined largely by the utility of a particular place, good, or service, use and exchange value are closely intertwined. For most homeowners, ownership of property is “by far their largest financial asset and, unlike owners of corporate stock, homeowners cannot diversify their holdings among several communities.” As a result, homeowners will act, at a minimum, to preserve the exchange value of their place of residence as well as its use value. Similarly, developers recognise that an area with good use value will attract desirable settlers, “hasten development and improve the [exchange] value of adjacent . . . lands.” To achieve these two objectives, homeowners and developers have relied on deed restrictions and restrictive covenants, the promotion of land use zoning, and political activism in local elections. Because of their collective political strength at the suburban level, homeowners have had a high degree of success in shaping suburban communities. This success is evident in zoning ordinances, virtually all of which put the “single family, owner-occupied home at the pinnacle of uses to be protected.”

Neighbourhood Unit Planning

Consciously planning the layout and composition of neighbourhoods is a useful mechanism to control the social and physical fabric of cities. Interest in neighbourhood

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24Ibid., 123.


planning and the development of neighbourhood centres prompted the City Club of Chicago to hold design competitions in 1912 and again in 1914. These competitions were intended to encourage city planning in the spirit of the 1907 St. Louis plan which diverged from the then widely-endorsed City Beautiful movement that advocated the concept of a single grand civic centre. The St. Louis plan proposed the development of smaller, multi-purpose civic centres dispersed throughout the city. Dwight F. Davis, Chairman of the St. Louis Civic Centre Committee, argued that this strategy would enhance the "mental, moral, [and] physical upbuilding of the neighborhood . . . .”29 Similarly, the City Club of Chicago’s press release proclaimed the competition’s goal as encouraging “landowners and capitalists to promote social welfare by developing ideal suburbs.”30

An ideal suburb was defined as one that would allow for the orderly expansion of the city and address the lack of “intelligent direction” that was inherent in the rapid development currently taking place on the urban periphery.31 Competitors were asked to devise a plan that included necessary neighbourhood services and satisfied the jury’s assessment criteria. These included: “economy and practicality; provision for health and sanitation; beauty (including general plan composition and architectural character) and


29Dwight F. Davis, “The Neighborhood Centre – A Moral and Educational Factor,” Charities and the Commons 19, no. 2 (1908): 1504-06.


31Ibid.
originality; comfort and convenience of residents; provision for social activities including education and recreation; and commerce.\textsuperscript{32} The most notable scheme was that of William E. Drummond, an architect, who coined the term 'neighbourhood unit.'\textsuperscript{33} In these neighbourhoods, "... certain streets would be built-up with co-related groups of apartment buildings, semi-detached and single dwellings. This arrangement being a 'nucleus' or first stage. The remaining areas [i.e. vacant land] would be devoted to more expensive individual dwellings." Each unit would have "... a neighborhood centre or 'little capital.'"\textsuperscript{34}

Though the principles of neighbourhood unit planning garnered much attention at the time, the concept floundered until its appropriation by Clarence Perry in the mid-1920s. Perry advocated neighbourhood unit planning while working on the Regional Plan of New York; and he later elaborated on its use as a "key building block of a residential plan" in his seminal 1939 publication, \textit{Housing for the Machine Age}.\textsuperscript{35} As a result, many urban scholars have incorrectly credited the concept to Perry, not Drummond.\textsuperscript{36} Neighbourhood unit planning did not become common practice until after the Second

\textsuperscript{32}Ibid., 232.

\textsuperscript{33}Ibid.

\textsuperscript{34}Ibid., 238.

\textsuperscript{35}John Sewell, \textit{The Shape of the City: Toronto Struggles with Modern Town Planning} (Toronto: University of Toronto Press, 1993), 83.

World War,\textsuperscript{37} when it was used repeatedly in suburban expansion and urban renewal schemes.\textsuperscript{38} Planners believed that the neighbourhood unit would result in privacy, increased safety, security of investment for homeowners, and an enhanced sense of belonging and community for residents.\textsuperscript{39} Working to this end, Humphrey Carver’s \textit{Houses for Canadians}, published in 1948, promoted the neighbourhood “as the basic building block of planning.”\textsuperscript{40}

Although widely used and adopted around the world, neighbourhood unit planning has not been without its critics. Perry suggested four benefits of neighbourhood unit planning, particularly for already built-up portions of the city. These included a lower residential density; an increase in the availability of open space to residents; separation of pedestrians and residences from the automobile; and the “creation of more or less self contained local communities . . . thus bringing into effect all of the social benefits inherent in that kind of environment.”\textsuperscript{41} Many critics have taken issue with the idea of “self-contained,” which has been interpreted as social homogeneity that causes segregation in the modern industrial city. This conclusion was not without cause, as Perry himself saw socially-mixed neighbourhoods as producing a decline in civic

\footnotesize\textsuperscript{37} Smith, “Planning for Residential Growth.”

\footnotesize\textsuperscript{38} Knox, \textit{Urbanization}; Silver, “Neighborhood Planning.”

\footnotesize\textsuperscript{39} Smith, “Planning for Residential Growth.”

\footnotesize\textsuperscript{40} Sewell, \textit{The Shape of the City}, 81.

\footnotesize\textsuperscript{41} Clarence A. Perry, \textit{Neighborhood and Community Planning}, vol. 3 (New York: Regional Survey of New York and Its Environs, 1929), 113.
involvement.  

Urban Social Movements and Neighbourhood Organisations

The literature that deals with both urban social movements and the organisation of neighbourhood associations offers valuable insights for understanding how the use value and exchange value of single-family residential areas can be protected. During the process of residential development, various private and public agents step to centre stage, including local government administrators and politicians, real estate promoters, house builders, and residents. Some scholars, Logan and Molotch included, have noted that different agents join together as 'growth machines' to control development. This observation is supported in the writing of urban regime theorists who argue, amongst many points, that the systemic power of business interests restrains the decision making of local governments. As Elkin has shown, this yields "inadequate forms of popular control" that hinder citizen participation in municipal politics. But such a statement can

42Silver, "Neighborhood Planning."

43S. Elkin, City and Regime in the American Republic (Chicago: University of Chicago Press, 1987). At one point in the early stages of this research project, particularly when examining archival materials that suggested there was very close cooperation between the University of Victoria, its supporters in Victoria’s business and planning community, and the Municipality of Oak Bay in promoting high-rise apartment development, it seemed plausible that urban regime theory would help to explain the process of land use development in the Lansdowne Park neighbourhood of Oak Bay. This led to an extensive review of the literature on urban regime theory. However, as archival research progressed, it became clear that the presence of a regime was illusionary. Nonetheless, examining this literature proved invaluable for understanding those situations when alliances were formed briefly and informally to argue for a particular form of development, i.e., the construction of high-rise apartments. The literature on urban regime theory is substantial, but some recent publications include: Clarence Stone, Regime Politics: Governing Atlanta, 1946-1988 (Lawrence, Kansas: University of Kansas Press, 1989); idem, "Urban Regimes and the Capacity to Govern: A Political Economy Approach," Journal of Urban Affairs 15, no. 1 (1993): 1-28; Jonathan S. Davies, "Urban Regime Theory: A Normative-Empirical Critique," Journal of Urban Affairs 24, no. 1 (2002): 1-17; Karen Mossberger and
be challenged; dissenting voices are not entirely precluded. All communities contain diverse elements with varying goals and policy objectives. These elements may, in fact, under the appropriate conditions and circumstances, develop into urban social movements (USMs) that work in opposition to growth machines and urban regimes. Thus, to understand how neighbourhoods withstand change, one must also understand "that the city is both socially constructed and socially contested." 

Many USMs emerged in North American and European cities during the early- and mid-1960s, a time of protest marked by change in the social and physical fabric of urban centres. Much of this protest was aimed at the outcomes of state policy and the "political process that elevated [the values of] rationally minded civil servants" above those of ordinary citizens. Among the claims of USMs was a call for greater neighbourhood autonomy and self-management. Initially, participants in these protest movements were labelled deviants and trouble makers; in time however, these movements developed a broad support base containing large numbers of "respectable people," thus making it difficult for local policy makers to dismiss either them or their claims as irrational and unworthy of consideration. 

\[\text{Gerry Stoker, "The Evolution of Urban Regime Theory: The Challenge of Conceptualization,"}\]

\[\text{Shlomo Hasson and David Ley, Neighbourhood Organizations and the Welfare State (Toronto: University of Toronto Press, 1994), ix.}\]

\[\text{Ibid., 301.}\]

movements that act in opposition to the established power structure and that attempt to
effect change in the ways governments contribute to the unequal distribution of
resources. The goal of most USMs is for a city to be organised on principles of use
value that are independent of exchange values. USMs also reject the axiom of the
business community that all forms of development are beneficial to the city.

Much of the literature suggests that USMs are progressive in character, for several
reasons. They develop in response to a culture of domination by certain privileged
groups over the interests of other less privileged and marginalised ones; and they promote
the renewal of direct democracy that will see an increased role for citizen participation. In
other words, USMs strive for “cities run by and for the benefit of urban communities.”
However, both Keating, and Fainstein and Hirst acknowledge that USMs can indeed
operate in opposition to calls for progressive change and campaign for the preservation of
the status quo. Take, for instance, not-in-my-backyard, or NIMBY, movements, that
seek to preserve the cultural integrity of a neighbourhood, which might also “stifle

Publications, 1995), 181-204.

Ibid.

Fainstein and Hirst, “Urban Social Movements”; Michael Keating, “Economic and
Social Interests and the City,” in Comparative Urban Politics: Power and the City in the United

Keating, “Economic and Social Interests and the City.”

See H. Boyt, The Backyard Revolution (Philadelphia: Temple University Press, 1980);
and Castells, The City and the Grassroots.


Keating, “Economic and Social Interests and the City”; and Fainstein and Hirst, “Urban
Social Movements.”
diversity” in the urban setting.53 These sorts of movements are typically dominated by homeowners who have sometimes acted to exclude low-income individuals and certain land uses from particular parts of the city. These homeowner-dominated movements often balance use value interests against exchange value interests. For example, Castells describes industrialisation and the accompanying elevation of capitalist values in liberal democracies as having commodified urban space, resulting in “highly differentiated, socially exploited, and culturally deprived urban areas.”54 Such developments have contributed to the rise of neighbourhood-based social movements that respond to perceived threats against their cultural and or historical identity, exploitation, or exclusion from the political-decision making process. Organised into groups such as block clubs, ratepayers’ associations, and the like, they emphasise “place related use values” and work to pressure local planning bodies to implement zoning restrictions and regulations on types and forms of development.55

Hasson and Ley have developed a four-fold typology of neighbourhood organisations: (1) ratepayers’ associations; (2) ethno-racial neighbourhood organisations; (3) grassroots organisations; and (4) co-productive organisations.56 Ratepayers’ associations first emerged in the pre-welfare state era as self-help organisations in élite neighbourhoods where they operated with a certain degree of autonomy and limited


54 Castells, The City and the Grassroots, cited in Hasson and Ley, Neighbourhood Organizations, 9.

55 Logan and Molotch, Urban Fortunes.

56 Hasson and Ley, Neighbourhood Organizations.
intervention by local governments. They have been primarily concerned with the decentralisation of the political decision-making process in an effort to achieve goals of self-management and the preservation of heritage and distinctiveness. In the current era of post-industrialism, they are involved in efforts to protect "their turf against socio-demographic change and commercial incursion." Ethno-racial neighbourhood organisations seek to maintain ethnic traditions without being assimilated into the larger urban milieu. To achieve this, they try to maintain social closure and practice a system of mutual support. Typically, they rely on the leadership of élite groups and local bosses who serve as mediators between the interests of the state and the community. Grassroots movements are a more recent phenomenon than the previous two. Such movements emerged primarily in marginalised neighbourhoods during the 1970s and '80s. They were a response to the cultural hegemony, paternalism, and social injustices inherent in state policy. The goal of grassroots movements has been to empower communities and advocate for decentralised self-management. Finally, co-productive organisations are a very recent development and are partly a response to calls for decentralised governance and service delivery. These organisations work closely with government agencies to provide community services and take part in exercises to empower residents.

Like Castells, Hasson and Ley reject the functionalist and structuralist explanations that neighbourhood organisations arise from macro-societal features, such as the increased pace of urbanisation, modernisation, social mobility, rising social

57Ibid., 45.
expectations, and so on.\textsuperscript{58} Instead, they posit that residents will mobilise in the face of local issues that are vital at the neighbourhood level and which they believe can be influenced. Beyond the importance of an issue, other motivators affecting neighbourhood based mobilisation include broad community support, the political culture of the community, the strategy to achieve the stated ends, and the availability of resources.\textsuperscript{59} There is general agreement in the literature that the final ingredient—the availability of resources—is of greatest importance.\textsuperscript{60} These resources include the membership of knowledgeable middle-class professionals (e.g., lawyers, community workers, planners, and architects), access to the media, the ability to penetrate the inner-circles of political decision makers, finances, and time. As a result, wealthy or middle-class neighbourhoods that possess many resources are more likely to mobilise and be more successful than resource poor ones.\textsuperscript{61}

Conclusion

The theoretical concepts discussed in this chapter are useful in interpreting the land use conflict at the core of this thesis. An understanding of use and exchange values gives insight into the motivations behind the University Development Board and the

\textsuperscript{58}Castells, \textit{The City and the Grassroots}; and Hasson and Ley, \textit{Neighbourhood Organizations}.

\textsuperscript{59}Hasson and Ley, \textit{Neighbourhood Organizations}.


\textsuperscript{61}Hasson and Ley, \textit{Neighbourhood Organizations}. 
homeowners of Lansdowne Park. It is clear that land speculators and developers will seek to alter and intensify existing land use patterns in an effort to enhance the exchange value of their property holdings. On the other hand, homeowners, will work at a minimum to secure the exchange value and maintain the use value of their residences. These two groups—homeowners and land developers—often clash in a residential setting when the goals of the two do not mesh. In the face of external exchange value threats, neighbourhoods will often organise into block clubs, ratepayers' organisations, and the like to oppose pro-development forces and defend the exchange and use value of their place of residence. In a controlled, middle-class residential area such as Lansdowne Park, the likelihood of opposition forming and being successful is greatest. As Hasson and Ley argue, this is because middle-class groups possess and are able to mobilise many resources to oppose threatening development schemes.62 A grasp of the literature on urban social movements and neighbourhood organisations helps to explain the level of success experienced by the University District Ratepayers' Association in opposing apartment zoning on the Lansdowne campus.

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62 Ibid.
Chapter 3
The Hudson’s Bay Company and the Planning of Lansdowne Park

Lansdowne Park, the subdivision most affected by the University’s proposals, is bounded to the north and south by Cedar Hill Cross Road and Lansdowne Road; and by the Uplands Golf Course and the border between Oak Bay and Saanich on its eastern and western flanks. Lansdowne Park was originally part of the Uplands Farm estate owned by the Hudson’s Bay Company (HBCo). The Company purchased this and other lands in 1850 from the Che-Ko-Nein or Songhees aboriginal peoples for 95 blankets and one cap, the equivalent of 79pds.10s. The farm, totalling about 1,100 acres in size, was legally registered in 1862 as Section 31 of the Victoria Land District. During the nineteenth and early-twentieth centuries, part of the property was used for grazing the Company’s horses and other parts were sub-let as market gardens, fields for grazing cattle, apple orchards or wood lots.2 But shortly after Oak Bay’s incorporation in 1906, with taxes on the property dramatically increased, the HBCo decided in 1907 to sell some 465 acres to the Winnipeg-based developer, William Hicks Gardner, who went about promoting the prestigious Uplands subdivision.3 Little else happened to these farm lands until 1927, when a topographic survey of the property was done as a first step in determining its

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2Claire Heffernan, “A History of the Gordon Head Campus Land from 11,000 BC to 1970,” AR 283, Panel 12, “Gordon Head Exhibit Fonds,” UVA.

3“Land Purchased by William Hicks Gardner, 1907,” RG1, File 9, “Townsite Sales Registers,” Hudson’s Bay Company Archives, Winnipeg Manitoba, Canada [hereafter HBCA].
future use.\textsuperscript{4} Two years later, Rt'd. Col. L. F. Pearce of Vancouver, a one-time surveyor in the British army, now turned realtor and land appraiser, was hired to evaluate the potential of the farm land for residential development. Pearce concluded enthusiastically that “The Municipality in which this property is located is a steadily growing suburb of Victoria, and . . . may be considered as a residential district of the better class . . .”\textsuperscript{5}

However, depression soon struck Victoria’s real estate market, forcing plans to be put on hold. By 1937, however, the HBCo had decided that the ‘time was ripe’ to prepare a plan for subdivision of the farm using the latest and progressive theories of neighbourhood unit planning.\textsuperscript{6}

The HBCo’s land development and planning policies for the laying out and selling of lots in Lansdowne Park is the focus of this chapter. Particular attention is given to a consideration of the principles of neighbourhood unit planning and the Company’s attitude towards maintaining a high level of exchange value for the subdivision. As well, the relationship between the HBCo Land Department’s town planners and its Oak Bay counterparts is examined to assess the ways in which the private and public spheres meshed—and clashed—in their efforts to foster an appropriate form of suburban development.

\textsuperscript{4}“Sutton’s Survey Note Books of Uplands Farm, nd [1927],” RG1, Series 84A, Note Books 13-17, “Uplands Farm Records-Subdivision General, 1916-1917,” HBCA.

\textsuperscript{5}L. F. Pearce, “Report on Uplands Farm, Victoria BC, 19 February 1929,” RG1, Series 84C, File 4, “Uplands Farm Records-Proposed Subdivision North of Cedar Hill Cross Road-East and West of Finnerty, 1929-1952,” HBCA.

\textsuperscript{6}E. Joslyn to W. E. Hobbs, 1 April 1937,” RG1, Series 84B, File 1, “Uplands Farm Records-Subdivision General, 1 April 1927-23 September 1938,” HBCA.
Building a Middle-Class Landscape

Teaming with its Victoria representative, the British Columbia Land and Investment Agency (BCLIA), the HBCo decided in 1937 to sell a few lots located along Foul Bay Road. From this southwestern corner of the property, called Lansdowne Heights, development was envisaged to proceed incrementally in units northward as demand dictated (Figure 3). This would ensure keeping abreast of demand and maintaining the highest exchange value for new lots. When this decision was undertaken, many factors were considered, including street layout, the provision and availability of municipal services, evaluating subdivision control mechanisms such as zoning, and evaluating externalities, such as the potential impact of the Exhibition Grounds, located just south of the subdivision. It was further decided to create a distinctly middle-class district by creating a plan that was “somewhat away from the ordinary checkerboard type of subdivision.”

Besides an attractive street layout, a certain degree of control over the nature of development was also necessary. The BCLIA had suggested that the best way to ensure success and realise the goals of creating a middle-class residential development—one that would be an asset to all of Victoria well into the future—was for the Company to control all phases of development by subdividing lots and building and selling homes itself, or at

7Ibid.

8"W. E. Hobbs to Mr. Shanks Re: Proposed Subdivision – Pt. Uplands Farm Property, South of Lansdowne Road, 26 April 1937," RG1, Series 84B, File 1, “Uplands Farm Records-Subdivision General, 1 April 1927-23 December 1938,” HBCA.

9"C. E. Joslyn to W. E. Hobbs, 1 April 1937," RG1, Series 84B, File 1, “Uplands Farm Records-Subdivision General, 1 April 1927-23 September 1938,” HBCA.
Figure 3: Hudson's Bay Company's Lansdowne Park Subdivision: Units, Number of Lots in a Unit, Date Unit Platted, and Number of Houses Built, 1953-1992
a minimum create a “carefully worked out scheme . . . to control what is done within certain limits.” The Company, consulting the latest literature and guidelines in subdivision design and regulation, as well as visiting some of the latest post-WWII suburbs in Seattle, Washington and Portland, Oregon, opted to regulate construction through deed restrictions. Sale agreements between purchasers and the HBCo contained covenants running for twenty-five years that permitted only single-family dwellings whose value of construction varied from a low of $5,000 in Lansdowne Heights in 1946 to over $14,000 in 1959 in the northern section of the Lansdowne Park subdivision. Furthermore, “[f]or the purpose of securing amenity,” the sales agreement contained the added stipulation that the exterior design of any dwelling must be approved by the HBCo or its representative. These conditions were crucial to the Company’s plans to secure a successful development. For example, architectural control was important because if a single home did not fit the desired character of the subdivision, this would make

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10c W. E. Hobbs to Mr. Shanks Re: Proposed Subdivision – Pt. Uplands Farm Property, South of Lansdowne Road, 26 April 1937,” RG1, Series 84B, File 1, “Uplands Farm Records-Subdivision General, 1 April 1927-23 December 1938,” HBCA.

11c W. E. Hobbs to Librarian, National Association of Real Estate Boards, 1 June 1945,” RG1, Series 84B, File 2, “Uplands Farm Records-Subdivision General, 1 October 1940-27 June 1945,” HBCA.

12c W. E. Hobbs to Manager, Land Department, 2 August 1945,” RG1, Series 84B, File 3, “Uplands Farm Records-Subdivision General, 19 June 1945-21 September 1945,” HBCA.


neighbouring lots and subsequent subdivisions less desirable for the middle-class buyers
the Company was trying to attract. On one occasion, the HBCo’s agent, the BCLIA,
turned down a plan for a modernist, flat-roofed house that had been approved by a leading
lending agency, the Manufacturer’s Life Association, and had even qualified for federal
mortgage insurance under the National Housing Act (NHA), on the grounds that “nothing
has a more detrimental affect on a subdivision than freakish designed dwellings, which
are commonly known as modernistic.”

To achieve the desired character of its subdivision, the HBCo went so far as to
to control who would be allowed to purchase lots in the Company’s subdivisions. The
Company preferred not to deal with contractors, but discretion on this matter was left to
the BCLIA. The Company’s primary concern stemmed from the fact that it did not want
to see tract development taking place, as was becoming common elsewhere in Canada
and the United States where large, vertically-integrated companies built identical homes
and created the much derided monotony that critics have since complained about.
However, recognising that many potential middle-class homeowners would not go to the
trouble of making all arrangements for construction themselves, and so long as “no
contractor put up a number of almost identical houses in the same block” and “the houses
are well designed and attractive, and up to the standards we should expect,” the HBCo
accepted some sales of lots directly to contractors.

15"R. H. Shanks to Manager, Land Department, 30 June 1949,” RG1, Series 43, File 6,
“Victoria Townsite Land Sales Files, 1935-1963,” HBCA.

16"C. N. Rogers to W. E. Hobbs Re: Contractors Purchasing Lots, etc., 10 August 1959,”
RG1, Series 84B, File 11, “Uplands Farm Records-Subdivision General, 8 August 1959-30
Neighbourhood Planning

From the beginning, in 1937, the HBCo decided to layout its property according to neighbourhood unit planning principles. In fact, the Company stood at the forefront of introducing this type of residential planning in Canada. Understanding the origins and principles of this type of planning in Oak Bay is crucial for understanding why reaction against high-rise apartments in Lansdowne Park was so strong during the early-1960s.

Although neighbourhood unit planning did not take off until the post-War era, what is very interesting is the fact that the HBCo’s first proposal for its Uplands Farm estate in 1937 was a direct copy of neighbourhood unit planning practised at Radburn, New Jersey, and touted in United States government planning bulletins. Bill Hobbs, the HBCo planner, when doing the preliminary layout for Lansdowne Heights, discussed the “key features and principles” that should govern the layout of all HBCo land in Oak Bay. He stressed the need for a street network of arterial streets bounding a subdivision. All other streets would be “deliberately designed to serve only lots adjoining them,” with most terminating in a cul-de-sac. Other features included houses that backed onto streets and fronted interior parks which provided recreation space, and pedestrian parkways connecting all parts of the subdivision. Commenting at the time, Hobbs realised that some of the features he proposed were novel, but thought them worthy of consideration. But his

March 1960,” HBCA.

17W. E. Hobbs for Manager, Land Department to The BC Land & Investment Agency, Limited Re: Proposed Subdivision – Pt. Uplands Farm Property, South of Lansdowne Road, 26 April 1937,” RG1, Series 84B, File 1, “Uplands Farm Records-Subdivision General, 1 April 1927-23 December 1938,” HBCA.
ideas were put aside in favour of providing traditional lots on slightly curving streets.

Hobbs’s vision of incorporating neighbourhood unit principles surfaced again when laying out the area north of Lansdowne Road. At a meeting in 1951 with Oak Bay Municipal officials and the Oak Bay Town Planning Commission to ascertain requirements and project a layout for Lansdowne Park, Oak Bay argued that the Company set aside an area for apartments, a shopping centre, and a school zone somewhere between Lansdowne and Cedar Hill Cross Roads. A plan prepared in 1953 shows school and recreation grounds, a shopping centre, and apartments grouped together, forming a community gathering point along the main thoroughfare through the property (Figure 4). The plan fits closely the criteria described by Smith for a neighbourhood unit.

Though the plans accommodated retail and apartment development, they in no

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18 W. E. Hobbs, “Plan of Proposed Subdivision Layout for Part of Uplands Farm (Section 31, Victoria District) between Lansdowne and Cedar Hill Cross Roads & West of Uplands Golf Course, 27 January 1953,” RG1, Series 84B, File 2, “Uplands Farm Records-Subdivision General, 1 October 1940-27 June 1945,” HBCA.

19 The six key principles of neighbourhood unit planning defined by Smith are: (1) each neighbourhood should be large enough to support one elementary school (normally 3 – 5,000 people; (2) each neighbourhood should form a definite, identifiable unit with clear boundaries. In most cases these would be arterial streets carrying heavy traffic past the neighbourhood but not through it; (3) neighbourhood institutions, such as churches and meeting halls, should be grouped in a ‘community centre,’ near the geographical centre of the unit and within walking distance of all neighbourhood residents; (4) each neighbourhood should be generously provided with public open space for recreation and amenity; (5) convenience shopping facilities should be provided at entry points; and (6) the neighbourhood street pattern should be designed so it is impassable to through traffic, while directing local traffic in and out as quickly as possible. Smith, “Planning for Residential Growth,” 252.
Figure 4: NEIGHBOURHOOD UNIT PLAN FOR LANDSOWNE PARK (Source: W. E. Hobbs, "Plan of Proposed Subdivision Layout for Part of Uplands Farm (Section 31, Victoria District) Between Lansdowne & Cedar Hill Cross Roads & West of Uplands Golf Course, 27 January 1953," RG2/8/1535, Sheet 2, HBCA).
way sacrificed the middle-class residential character of the area. If anything, the provision of features that were not of a purely single-family residential nature were intended to provide the residents with convenience and contribute to the residential experience, thus increasing both the use and exchange value of property in the neighbourhood. Indeed, the Company went to great lengths to ensure that no features would have an adverse impact on the character and value of the residential component of their developments. This was important to the Company, as it owned adjoining land to the north as yet unsubdivided, and success in these areas would be dependent on the character of the already built-up components of the subdivision. In the retail zone, care was taken to position buildings away from residences. Initial plans show the retail area surrounded by a planting strip and located just off Henderson Road, the main thoroughfare, and opposite a proposed apartment zone, so that lights, shops, signs, and parking were not confronting homeowners. However, later plans for the area show the retail zone moved north and located along the main road. This came at the insistence of Oak Bay planning officials. They feared that the businesses would not be successful if set back from Henderson Road. For the HBCo, though, business success was always secondary to maintaining the residential character and securing the amenity of the area for residential purposes.\(^\text{21}\)

Other measures taken by the HBCo to secure the character and amenity of the area included strictly controlling the type of business activity that could take place in the retail

\(^{21}\)These plans are not reproduced here, but exist in both Oak Bay and HBCo archival records. See, for example, "W. E. Hobbs to C. N. Rogers Re: Shopping Centre, School Site and Subdivision North of School Site, 15 May 1957," RG1, Series 84B, File 9, "Uplands Farm Records-Subdivision General, 6 July 1956-2 December 1958," HBCA.
zone. It would be a purely neighbourhood shopping centre, offering only small-scale retailing (e.g., a grocery store) and essential services (e.g., banking, a drug store, medical, and perhaps legal services) to local residents. In addition, the Company planned restrictions on the height of buildings and the percentage of land that buildings covered, as well as banning industry, warehousing, liquor stores, bars, and any activity that would create noxious or offensive odour, smoke, gas, noise, or vibration from the area.22 The Company worked with Oak Bay officials to ensure the restrictions were adhered to through a Town Planning Scheme enforced by the Municipality. Similar to the retail zone, control over the apartment zone was critical to the Company’s plans. During talks in 1953, Company officials had discussed the need to carefully restrict the density of development in the apartment block to prevent crowding and impairment of the entire block and surrounding residential property and values.23

The Public-Private Nexus

As urban theorists like Logan and Molotch posit, private and public sector actors need to bring their resources together to accomplish the task of effective governance. This is especially true for the development of land. Most cities in North America have a great deal of discretion over land use zoning, which in turn has a profound impact on land

22\textsuperscript{v} 'Conditions of Sale and Operation of Shopping Centre, Lot 40 – Eighth Unit Subdivision, February 1960,’ RG1, Series 84C, File 8, “Uplands Farm Records-Shopping Centre, 1951-1962,” HBCA.

23\textsuperscript{v} W. E. Hobbs to Manager, Land Department Re: Subdivision Layout between Lansdowne and Cedar Hill Cross Roads, Uplands Farm – Oak Bay, Victoria, 27 January 1953,”7, RG1, Series 84B, File 7, “Uplands Farm Records-Subdivision General, 2 June 1952-3 February 1953,” HBCA.
schemes. Developers must rely on city councils to approve plans and provide essential services. On the other hand, because private parties control resources such as land, city administrators need to create an environment that is conducive to economic development and fosters investor confidence. As a result, cooperation between elected and appointed government officials and private sector land developers is essential. Oak Bay and the HBCo recognised this fact and worked together to plan and develop Uplands Farm.

Geoffrey White, Oak Bay’s Municipal Engineer, and the HBCo’s planning consultant, Bill Hobbs, agreed that the arrangement between the HBCo and Municipality was a mutually beneficial one. Oak Bay, having no full-time planner on staff, received Hobbs’s planning services at no charge and the HBCo received White’s engineering services.24 Hobbs stressed a long-standing relationship, when commenting about the assistance of former Oak Bay Engineer, Musgrave, when the Company built Lansdowne Heights:

He has guarded the interests of your Municipality closely but at the same time has given us his wide experience and assisted in so many ways the establishment of the Lansdowne South subdivisions, which we believe are a credit to the Municipality, and has created a residential section which will be sought after and remain desirable for many decades. Such subdivisions, by their very nature, must be products of cooperation [emphasis mine] in which I maintain the interests of the Municipality, the Community, and my Company are one so long as we have as our main objective the creation of desirable conditions and the provision of Municipal services at a minimum cost. Mr. Musgrave assisted in gaining this end to a very considerable degree and we are most appreciative of his cooperation and valuable advice.25


During the planning of the Company's first unit in Lansdowne Heights, Musgrave reported to Council that the HBCo "appear[ed] to wish to cooperate very fully." Politically astute, the Company cooperated by including, over time, a number of features in Lansdowne Park deemed important by the Municipality to create a "high-class subdivision." These included abandoning the conventional grid subdivision in favour of one collector street that would service lots arranged in "U" groups around minor feeder streets of a purely residential character; the provision of land for a shopping centre; and dedicating open park space to the Municipality. At the same time, Oak Bay's Engineering Department had provided the HBCo with the services of a surveyor and assistant to make a detailed topographic plan for the Company's entire 610-acre Uplands Farm.

The close relationship between the Company and Municipal officials can also be seen in correspondence, which at times was quite informal and dealt with matters not directly or even indirectly related to the HBCo lands. This relationship was solidified early in the summer of 1945 when Hobbs and Musgrave travelled together by car to Portland and Seattle where they examined some recently-developed suburbs and prepared a joint report on agreements and disagreements between the Company and Municipality. While this trip was for business purposes, these two key players clearly forged a friendly relationship that influenced Municipal and Company decisions. Without cooperation


27 W. E. Hobbs to C. E. Joslyn, Manager Land Department Re: Subdivision, Uplands Farm, 20 August 1945," RG1, Series 84B, File 3, "Uplands Farm Records-Subdivision General, 19 June 1945-21 September 1945," HBCA.
between the two men, the character of Lansdowne Park could have been very different than it is today. Late in Musgrave’s career, dementia set in, impairing his judgement and making him irritable and easily upset. In 1958, for example, when Musgrave was pressing for apartments and trying to have the HBCo pay an increasing share of local improvements, the HBCo decided to leave the next unit subdivision in abeyance until a new engineer took over. They even began investigating selling the remaining unsubdivided Lansdowne property as acreage, just in case the relationship did not improve.28

Throughout the planning process, Hobbs consulted and worked closely with elected Council members and officials in the Engineer’s office, as well as with members of Oak Bay’s Town Planning Commission. While in Victoria, Hobbs was frequently present at the Municipal Hall, whether presenting a plan for a new subdivision, negotiating costs for local improvements, or consulting officials to see what would be required from the Company. While cooperation and negotiation were important to the Company, the HBCo did not sacrifice its principled views on what would make the most desirable neighbourhood, physically and socially. While the Oak Bay Town Planning Commission, the Capital Region Planning Board, and elected and appointed Municipal officials at various times suggested that the Company should include apartments and duplexes in its Lansdowne Park scheme, the Company never cared for this residential form because multiple-family housing would adversely impact the value of its adjacent

28 “Notes of discussion with Mr. Hobbs on his return from Victoria early in June 1958,” RG1, Series 84B, File 9, “Uplands Farm Records-Subdivision General, 6 July 1956-2 December 1958,” HBCA.
undeveloped land. Every time the issue was raised, the HBCo was successful in
convincing the Town Planning Commission to recommend that Council impose a zoning
bylaw restricting HBCo lands north and south of Lansdowne Road for single-family
residential development only.29

External Pressures

People who bought residences in Lansdowne Park did so with the understanding
that the neighbourhood would be protected as a single-family area. Knowing this, the
HBCo constantly monitored the local real estate and political climate, keeping an eye on
situations that might directly or indirectly affect its development plans. By controlling
virtually the last of the undeveloped land in Oak Bay, anyone wanting to purchase land in
the Municipality had to acquire property from the Company or its agent, the BCLIA. As a
result, the Company, over the course of years it took to develop all of the Uplands Farm
property, was subject to many approaches from individuals, speculative developers, and
organisations wanting to buy land for various ventures. These included a civic airport on
the land north of Cedar Hill Cross Road,30 a racetrack in the same area,31 a children's

29Oak Bay Town Planning Commission, *Town Planning Commission Minutes*, 17
September 1951, RG1, Series 84B, File 6, “Uplands Farm Records-Subdivision General, 18
February 1949-29 May 1952,” HBCA.

30H. F. Harman to C. E. Joslyn, Manager, Land Department Re: Proposed Civic Airport,
17 August 1937,” RG1, Series 84C, File 4, “Uplands Farm Records-Proposed Subdivision North
of Cedar Hill Cross Road – East and West of Finnerty, 1929-1952,” HBCA.

31Canadian Committee, *Minutes of a Meeting of the Canadian Committee*, 13 March
1952,” RG2, Series 8, File 1535, “Property – Land Dept. Estate – Victoria, 19 June 1941-20
Sept. 1960,” HBCA.
hospital, and numerous approaches from speculative developers of residential projects. While large parcel sales were considered, the Company’s general policy was to discourage potential purchasers or to suggest less desirable portions of Uplands Farm. The Company worried that if it sold large parcels, it would lose control over the character of the Company’s future subdivisions—in short, the exchange value of its undeveloped property. For example, when providing a price to a developer for some 62 acres in Lansdowne Park, the Company added a damage surcharge to the price of each acre, which nearly doubled the price of the parcel. In another case where a party was interested in acquiring property north of Cedar Hill Cross Road, Company officials recommended that the offer be turned down, reasoning that the proposed development would compete with it for market share and municipal services; and that the Company would be charged frontage charges for municipal services that would, by necessity, run through undeveloped Company lands. This being the case, the Company would likely lose its favourable farm tax status and the remaining, undeveloped land would be assessed at a much higher rate as subdividable acreage. There was also concern that competitors would

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32 "R. H. Shanks to C. E. Joslyn, Manager, Land Department re: The area lying between Lansdowne Road, Cedar Hill Cross Road and West of the Uplands Golf Course, 7 April 1952," RG1, Series 84C, File 4, “Uplands Farm Records-Proposed Subdivision North of Cedar Hill Cross Road – East and West of Finnerty, 1929-1952,” HBCA.

33 "Notes Re: Russell Ker’s offer to purchase acreage in Uplands Farm, 11 March 1952. “When Russell Ker found we were not thinking around $450 per acre, the figure he had in mind, he asked the price of 62 acres - we suggested $1500 per acre plus allowances for damages to our adjacent land. We told Ker, damages would certainly be heavy - probably enough to double the price i.e. the price for 62 acres might be $3000 per acre or more. RG1, Series 84C, File 6, “Uplands Farm Records-Miscellaneous Inquiries, 1940-1962,” HBCA.

sell lots at cheap prices, attracting lower income people, which would negatively affect the Company’s lot values. In certain other cases offers were rejected outright because the Company did not want publicity for endorsing projects unacceptable to the general public. This was the case when representatives of a group hoping to establish a racetrack on property north of Cedar Hill Cross Road approached the Company. The HBCo believed it was responsible to the purchasers of adjacent residential property, and worried that negative publicity would hurt sales at its department store on Douglas Street, in downtown Victoria.\(^{35}\)

While the Company was anxious to dispose of its remaining Uplands holdings as quickly as possible, it recognised the need to avoid any action that would impair existing residential development. The Company would have little control over the use and development of property once sold. Hobbs and the Company worried that speculators would only be interested in “building and selling as quickly and with the greatest profit possible. In such cases, planning and development for the long term benefit of the community will seldom receive much consideration.” Further, “one bad development would certainly reduce values in its vicinity and might also kill all chances of selling adjoining lands.”\(^{36}\) Taking this into consideration, along with the economics of continuing


\(^{36}\)The highlights and conclusions of several conversations between R. H. Shanks and W. E. Hobbs on the relative merits of (a) selling the whole of the remaining portion of the HBC Uplands Farm, either as one parcel, or in several separate parcels, or (b) HBC retaining ownership subdividing in an orderly manner as heretofore, and selling lots thus created. 22 November 1958,” RG1, Series 84B, File 12, “Uplands Farm Records-Subdivision General, 4 April, 1960-23 April, 1964,” HBCA.
with progressive subdivisions versus selling sub dividable acreage, the decision was made in 1958 to continue subdividing its remaining Uplands Farm holdings.

Though the HBCo preferred to complete the orderly subdivision of its Oak Bay holdings, and did not wish to sell any part of it as unsubdivided acreage, the possibility of selling was very real at times. This was due primarily to the increased cost of municipal services and local improvements, and the apparent unwillingness of Oak Bay Council to continue the existing practice of financing services (e.g., water and sewers) through local improvement bylaws. This system had prevailed in Oak Bay since incorporation and was in place when the HBCo began subdividing in 1937. Because of the high cost of borrowing money and the escalating cost of providing local improvements, which had increased by more than sixty percent between 1950 and 1958, Council pressed the Company to pay an increasing portion of these expenses. Some Councillors felt that the Company should cover the full cost of improvements. The HBCo argued that any additional cost to the Company would make it uneconomical to continue with subdivision and likely force it to sell the property as acreage. The threat of acreage sales proved an effective bargaining tool for the Company. Oak Bay officials recanted, now believing that it would be best for the Company to continue with its orderly development scheme. In mid-1959 Council grudgingly passed a motion stating that:

we are prepared to continue with the further development of the Hudson’s Bay Company lands in the same manner as in the past, providing that we have an undertaking from the company that they will proceed progressively to develop

fully all their present holdings in Oak Bay.\(^{38}\)

This meant that once the area south of Cedar Hill Cross Road was complete, work would proceed north of it, and no portion of the Company's remaining acreage would "be sold en bloc to private speculators, or for purposes other than residential.\(^{39}\)

The fact that Council agreed on the matter of local improvements and worked closely to assist the Company in its endeavours has much to do with the fact that Council believed the Company was acting with the interests of the Municipality in mind. The HBCo's record supported this belief: it had conducted comprehensive topographical surveys and laid out the general framework for a plan for all of Uplands Farm; projected future street layouts and locations for trunk sewers and other municipal services; and put land on the market in small units (typically 40 - 50 lots per unit) in a progressive and orderly manner. Both Oak Bay officials and the HBCo representatives were in favour of this course of action. Quite simply, it was to their mutual advantage. For the Municipality, it did not wish to put in extra services (e.g., sewers and roads) before they were required; for the HBCo, it wanted to avoid an increased assessment of land not yet developed and sold. The HBCo was also inclined to follow such a plan because it did not want to saturate the market. Releasing land before there was the demand for building lots would have depressed the exchange value of building plots, affecting the character of the development. Further, the Company believed that their policies would guarantee the

\(^{38}\) "Reeve George Murdoch to C. N. Rogers, Manager, Land Department, 23 June 1959," RG1, Series 84B, File 10, "Uplands Farm Records-Subdivision General, 2 December 1958-31 July 1959," HBCA.

\(^{39}\) *Ibid.*
continued build-up of a substantial middle-class neighbourhood. As Figure 5 demonstrates, their policies were very successful. By 1961, 174, or 77 percent, of the 226 heads of households reporting occupations held white-collar positions.\footnote{For data on the occupational structure of Lansdowne Park see appendices A, B, and C.}

Conclusion

Control over development throughout the Uplands Farm estate was crucial to the HBCo's plans to see the entire acreage developed along the lines prescribed in the initial plans prepared in the late-1930s. To achieve the level of control necessary, the Company devised a system of deed restrictions; carefully selected who building lots would be sold to once placed on the market; and deflected various offers for large parcel purchases from speculative developers and institutions that might have impaired the success and character of their development or directly competed for Municipal services and potential purchasers. By 1954 the Company was well on its way to creating the attractive middle-class neighbourhood it had envisaged. The Lansdowne Heights subdivision was complete and work was well underway in Lansdowne Park. However, a new challenge for the Company would appear in 1954: dealing with a request from Victoria College for unsubdivided acreage for campus expansion in Lansdowne Park.
Figure 5: The Social Geography of Lansdowne Park, 1956 and 1961
Chapter 4
The Expansion of Victoria College and
Land Use Change in Lansdowne Park

The Hudson’s Bay Company was successful in deflecting bids from speculative developers and organisations for acreage sales since it began the orderly subdivision of Uplands Farm; and remained intent on preventing any encroachment that might affect the middle-class character of its Lansdowne Park subdivision. Before 1954, those seeking land were either private individuals or organisations. This situation changed in 1954 when Victoria College, the predecessor of the University of Victoria, expressed interest in purchasing undeveloped land adjacent to its Lansdowne campus owned by the HBCo. Dealing with a public institution posed new challenges to the Company, creating a much politicised situation. Tact was needed to avoid bad publicity. This chapter considers how the College’s request was dealt with by the HBCo. It also discusses why the College eventually abandoned its Lansdowne campus in favour of a much larger site in the Gordon Head district, north of Cedar Hill Cross Road.

As early as the spring of 1954, rumours were circulating in Oak Bay that Victoria College wanted to expand its campus located at the northeast corner of the intersection of Lansdowne and Richmond roads (Figure 6). Because the College was planning to amalgamate with the Provincial Normal School, which offered teacher training, and enrollment was expected to increase significantly over the next few years, there was a clear need for more instructional space as well as land for athletic facilities. The only place to expand was onto HBCo land that adjoined the campus. By 1955 the situation reached the point where this was more than just a rumour: it was clear that the College...
Figure 6: THIS ONCE WAS HUDSON’S BAY FARM (Source: “New Unit Almost Gone,” The Daily Colonist (Victoria), 13 April 1956, 5).
intended to obtain the desired land, one way or another.

The first formal overture from the College was made in April, 1955, when the Principal of Victoria College, Harry Hickman, wrote to the Rupert’s Land Trading Company, the division of the HBCo now responsible for overseeing land sales, requesting that the Company make available thirty to forty acres adjoining the College’s present campus for academic expansion.¹ The HBCo furnished its standard response, that it was not in a position to make the land available, because sale of the land would seriously interfere with the Company’s plans for the orderly development of its Lansdowne Park subdivision. More to the point, the price the HBCo “would have to quote to realise an amount equal to return from residential lots, plus compensation for additional costs created to service future subdivisions to the North, would appear decidedly unreasonable for the purpose [the College has] in mind.”² The acreage in question comprised the “second unit” of the Company’s Lansdowne Park subdivision, which Hobbs described as already “planned, checked in the field and adjusted for survey and registration.”³ In addition, the College’s request included land that straddled the extension of Foul Bay Road, raising the further problem that because the College was a public body and not

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²“C. N. Rogers, President, Land Department to W. H. Hickman, Principal, Victoria College, 10 June 1955,” RG1, Series 43, File 12, “Victoria Townsite Land Sales Files-Victoria College Enquiry, 1955-1956,” HBCA.

subject to municipal taxes, who would be responsible for the cost of local improvements servicing and running through the campus.

The newly-inaugurated Victoria College Council (VCC), Chaired by Justice Joseph Clearihue, took exception to the HBCo’s refusal, with the result that the relationship between the College and the HBCo became rather confrontational and adversarial, to say the least. Following the initial meeting of the VCC, Chairman Clearihue took it upon himself to contact the Manager of the HBCo’s Land Department, expressing shock at the Company’s refusal to entertain the College’s request and asking the Company to reconsider its decision. He outlined the College’s present situation and requirements and stressed the urgency of the situation. To help persuade the HBCo, Judge Clearihue expressed how certain members of the VCC felt that the Company “might well make a gift of the desired property to the College” and indicated that the Provincial Government supported the VCC’s request and was willing to initiate expropriation proceedings if the HBCo failed to make land available to the College at a reasonable price.\(^4\)

In addition to threats of expropriation, Clearihue brought into question the HBCo’s title to Uplands Farm and the land the College now required, citing the original Crown grant and Letters Patent of 1849. He suggested that the Company was not allowed to sell lands that were required for public purposes, such as a College. He also cited an agreement dated in 1860 between the HBCo and Sir James Douglas, the Governor of British Columbia, which stated “that if any portion of land reserved for the fur trade or

Puget Sound [Agricultural] Company [a subsidiary of the HBCo] were required for public purposes, it might be resumed under two conditions, first repayment of its costs, and secondly compensation being made for any improvements upon it . . . "5 Because the HBCo had paid little or nothing for the land and because the land the College was interested in was required for public purposes and had no improvements upon it, Judge Clearihue argued that the College should not have to pay anything for it, though if the Company came to terms with the VCC, the Council would give favourable consideration to reimbursing the HBCo for taxes paid over the years. As well as the threat of expropriation and questioning the validity of the Company’s title to the land, Clearihue indicated that he would not hesitate informing the local press about the Company’s attitude towards this public cause.

Despite the Judge’s assertions that the Company’s claim on land in Uplands Farm was in question and threats of expropriation, the HBCo remained confident that its title was sound. It also remained steadfast in its belief that the loss of any land would seriously affect the exchange value of lots selling in Lansdowne Park.6 Nonetheless, the Company decided to have its representatives in Victoria meet and discuss the matter with the VCC Chair and provincial and municipal officials in mid-September, 1955. The Company’s planner and skilled assessor, Bill Hobbs, and its local agent, Bob Shanks, Manager of the

5"Joseph B. Clearihue, Chairman, Victoria College Council to C. N. Rogers, Manager, Land Department, 8 July 1955," RG1, Series 43, File 12, "Victoria Townsite Land Sales Files—Victoria College Enquiry, 1955-1956," HBCA.

British Columbia Land and Investment Agency, met with Clearihue and the Principal of Victoria College, the Reeve and Municipal Engineer from Oak Bay, and the Ministers of Public Works and Education. At this meeting, it became very clear to the HBCo representatives that the College wanted the land regardless of any objections, and cared little about the inconvenience this would cause the Company. Recognising that the political will of the Social Credit government was behind the VCC, and that the College authorities would use any means at their disposal, including the media, to force the HBCo into making the land available, the Company suggested that the property be made available at a price set by a three-person Arbitration Board, consisting of a representative of the College and the HBCo, and a third agreeable to both parties. This was agreed to by the VCC.

The Arbitration Board made little progress during the first year of its operation. This was largely due to Judge Clearihue’s continued insistence that the HBCo’s title to Uplands Farm did not allow the Company to sell land required for public purposes. Clearihue considered seeking an injunction against land sales in Lansdowne Park until the matter was resolved, and if resolved in favour of Victoria College, until the Government determined what land was required for public purposes. The seriousness of this

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5“W. E. Hobbs to C. N. Rogers, Manager, Land Department, Memo of Long Distance Call, 19 September 1955,” RG1, Series 43, File 12, “Victoria Townsite Land Sales Files-Victoria College Enquiry, 1955-1956,” HBCA.


7“Joseph B. Clearihue, Chairman, Victoria College Council to P. A. Chester, Managing Director, Hudson’s Bay Company, 4 April 1956,” RG2, Series 8, File 1530, “Property – Land
contention forced the Arbitration Board, which had no authority to rule on the matter of title, to adjourn further deliberations until the question of title was resolved or removed from discussion. Instead of protracted legal wrangling, Clearihue suggested that the matter could be easily settled if the HBCo set a price between three and four thousand dollars an acre, with the Government paying one thousand of this and the Company making up the difference in the form of a donation. By late April, 1956, recognising that even more lengthy delays would occur if the College and HBCo officials contested the title issue in court, both parties agreed to abide by the ruling of the Arbitration Board.10 However, the process was soon stalled again over the question of just how much land the College required. Since agreeing to arbitration, the College Council had upped its requirements to 86 acres, an area comprising all of the land lying west of Foul Bay Road and north of its present campus, extending to Cedar Hill Cross Road. There was also the added problem that the College Council now lacked assurance that the Social Credit Government would abide by the Arbitration Board’s decision.11 Both issues were resolved by mid-June, 1956. The College agreed to limit its demand to the 37 acres originally

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10“Summary of Negotiations with Judge Clearihue: Mr. Hossie replied that in his opinion HBC title is good. Also the exchange of corr. with the Judge amounted to an agreement to settle the price at which HBC would sell the land to the College – question of title could no longer be raised, as the College had agreed to buy and the HBC to sell at price fixed. Suggested reply to Judge Clearihue that any challenge to HBC title would be met and contested to the highest Court, 13 April 1956,” RG2, Series 8, File 1531, “Property – Land Dept. Estate – Victoria College, 10 May 1956-9 November 1956,” HBCA.

sought; and a memorandum of understanding was signed between the Minister of Public Works and the HBCo that the Board of Arbitration’s ruling would be binding.\textsuperscript{12} The College and the HBCo finally returned to arbitration on November 15, 1956, but their arguments were predictable. Hobbs described how alienation of the land would disrupt development of Lansdowne Park, forcing the Company to reconsider its plans. He based his assessment of the land on its projected exchange value, that is, its “subdivision into residential lots of the character of, and with restrictions similar to, those imposed in nearby and adjoining subdivisions in Lansdowne Park,” or an exchange value of $166,000.\textsuperscript{13} Clearihue, representing both Victoria College and the Province, relied on records of previous unsubdivided acreage sales that the Company had made in recent years, which sold for considerably less than it was now asking. He argued “that the Board must consider this matter on the basis of it being a sale of acreage, rather than subdivided land. . . . The price to be paid must be the price or value of the taker, rather than the owner. . . . [Thus] the use to which the purchaser intends to put the land is the use which the Board should consider in establishing the value of the land.”\textsuperscript{14} Clearihue’s arguments

\textsuperscript{12}Joseph B. Clearihue, Chairman, Victoria College Council to P. A. Chester, Managing Director, Hudson’s Bay Company, 13 June 1956,” RG2, Series 8, File 1531, “Property – Land Dept. Estate – Victoria College, 10 May 1956-9 November 1956,” HBCA.

\textsuperscript{13}W. E. Hobbs, “Appraisal of part of Hudson’s Bay Company’s Property in Section 31, Victoria District, BC, (Also Known as Uplands Farm) being a site for Victoria College, as of 10\textsuperscript{th} May, 1956, by W. E. Hobbs, Winnipeg, Manitoba,” RG1, Series 84D, File 4, “Uplands Farm Records-Appraisal of Section 31 of Uplands Farm, 1953-1956,” HBCA.

\textsuperscript{14}Memorandum to Reasons for Judgement of the Board of Arbitration in the matter of the Board of Arbitration appointed to establish a price at which the Hudson’s Bay Company should sell the Department of Public Works of the Province of British Columbia the 37.1 acre portion of Section thirty-one (31), Victoria District, in the Province of British Columbia, 12 December 1956,” P. 7, RG2, Series 8, File 1532, “Property – Land Dept. Estate – Victoria
proved ineffective. The Board, citing legal precedent, rejected Clearihue’s arguments, stating that:

the owner is entitled to have the land valued in the light of all the advantages it possesses, present or future, and the land should be valued in reference to those advantages which will give the land the greatest value. . . . In these circumstances, the Board must find that the price to be paid is that which would arise after subdivision.\(^{15}\)

In this way, the Board determined a value of $4,100 per acre for the 37-acre site. The transaction was completed by late-November, 1956.\(^{16}\)

However, while Company and College authorities struggled over the deal, new developments and ambitions for the College had arisen. College officials, with the support of the greater Victoria community, especially the Victoria Chamber of Commerce, were now campaigning for the Provincial Government to expand the College’s current curriculum from the first two years of a liberal arts degree to a complete four-year degree, and for the eventual establishment of a fully independent degree granting university in Victoria. If granted, there would certainly be an increase in students, fuelling the need for additional space for academic expansion. Thus, with the ink hardly dry on the agreement of sale for the 37-acre site, many were now reconsidering the wisdom of the agreement.

Spearheading this movement was the Victoria Chamber of Commerce’s

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College, 16 November 1956-21 March 1957,” HBCA.

\(^{15}\)Ibid., 12.

University Committee. It was formed to investigate the need for a university in the Capital Region and to make recommendations on possible sites for such an institution.\textsuperscript{17} This committee concluded that there was a definite need for a university. It also reasoned that the present campus, even with the recently acquired 37 acres and the possible acquisition of an additional 45 acres, which the College Council had alluded to, would be insufficient and unsuitable for "meeting the long term requirements of a local university."\textsuperscript{18} The Chamber's University Committee identified the HBCo's land lying north of Cedar Hill Cross Road, along with the adjoining former Gordon Head army camp, lying in Saanich municipality, as an alternative site for the proposed expansion of Victoria College and its eventual transition to university status (Figure 7).\textsuperscript{19} The Chamber of Commerce's idea garnered both support and controversy. The VCC accused the Chamber of undermining Victoria's chances of winning a university. It further maintained that the present site was adequate, but if necessary, additional land could be purchased from the HBCo to extend the existing campus north to Cedar Hill Cross Road. Alternatively, but rather unrealistically, considering its market value, the Uplands Golf Club property might be expropriated.\textsuperscript{20} The Chamber of Commerce's proposal, however, 

\textsuperscript{17} Victoria Chamber of Commerce submission to the Honourable W. A. C. Bennett, Premier of the Province of British Columbia, and members of the Executive Council, Re: Victoria University, 29 December 1957," AR 125, Acc No. 1999-046, Box 4, File 4.8, "Willard Ireland Fonds-Victoria College Reports – Victoria Chamber of Commerce Report to W. A. C. Bennett, 29 November 1957," UVA.

\textsuperscript{18} "Proper Site for Varsity Sole Dispute," \textit{The Daily Colonist}, 23 November 1957, 13.

\textsuperscript{19} Harry Young, "Objections to University Fading," \textit{The Daily Colonist}, 12 May 1957, 8.

\textsuperscript{20} "Clearihue Blasts Chamber: University Chances Hurt," \textit{The Daily Colonist}, 19 October 1957, 17.
Figure 7: The Hudson's Bay Company's Gordon Head Lands in Relation to Lansdowne Park and Victoria College (Source: Harry Young, "Victoria Deserves Nothing but Best," The Daily Colonist, 27 October 1957, 13).
won wide support from the community at large, and in time, approval from the provincial and various municipal governments in the Capital Region, except Oak Bay.\textsuperscript{21} The Capital Region Planning Board endorsed the Gordon Head site, suggesting that it offered the “maximum potential for university development.”\textsuperscript{22} The Chamber also had the backing of the local news media—the \textit{Daily Colonist} in particular—whose business editor happened to be a member of the Chamber’s University Committee.\textsuperscript{23}

Near the close of 1957, a delegation drawn from the Chamber’s University Committee met with Premier W. A. C. Bennett and his Cabinet and submitted a brief requesting that a university should be established in Victoria, and that the Provincial Government should provide necessary capital to acquire land and construct necessary facilities.\textsuperscript{24} In its submission, the Committee stressed the need to locate the new university on a site comprising 140 acres of HBCo land north of Cedar Hill Cross Road, as well the 120-acre former Gordon Head army camp located in Saanich. This adjoined the HBCo

\textsuperscript{21}“An Editorial: Victoria College,” \textit{The Daily Colonist}, 7 October 1959, 1.

\textsuperscript{22}“Victoria Chamber of Commerce submission to the Honourable W. A. C. Bennett, Premier of the Province of British Columbia, and members of the Executive Council, Re: Victoria University, 29 December 1957,” AR 125, Acc No. 1999-046, Box 4, File 4.8, “Willard Ireland Fonds-Victoria College Council Reports – Victoria Chamber of Commerce Report to W. A. C. Bennett, 29 November 1957,” P. 5, UVA.

\textsuperscript{23}Between 1957 and 1959, the paper published a number of editorials that were critical of the VCC’s plans to remain at the Lansdowne Campus, extolling the College move to Gordon Head as suggested by the Chamber.

\textsuperscript{24}“Victoria Chamber of Commerce submission to the Honourable W. A. C. Bennett, Premier of the Province of British Columbia, and members of the Executive Council, Re: Victoria University, 29 December 1957,” AR 125, Acc No. 1999-046, Box 4, File 4.8, “Willard Ireland Fonds-Victoria College Council Reports – Victoria Chamber of Commerce Report to W. A. C. Bennett, 29 November 1957,” UVA.
land and would be purchased or leased from the Federal Department of Transport. The Provincial Government was receptive to the delegation and its suggestions. Late in 1958, the Provincial Cabinet endorsed the purchase of the army site, and early the following year the Premier and his Cabinet agreed to establish a second provincial university in Victoria. It also offered essential capital, agreeing to match any funds raised by public subscription.

Despite the government's endorsement of the Chamber of Commerce's plan, dissension marked the VCC: one faction wanted to stay and expand on the Lansdowne Campus, the other favoured abandoning the present campus and buildings for an entirely new campus at Gordon Head. Resolving this division was the challenge facing Richard Wilson when he was appointed as the Chairman of the University Development Board in March, 1960. Wilson, a long time member of the local business community and a former Mayor of Victoria, was able to establish a broad coalition of business and labour leaders and members of the academic community that bridged the two college factions. With the support of this public-private coalition, he proposed that the Development Board engage "the best, and most experienced man, they could lay their hands on, to whom they

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26W. E. Hobbs to C. N. Rogers, Manager, Land Department, 10 December 1958," RG1, Series 84B, File 10, "Uplands Farm Records-Subdivision General, 2 December 1958-31 July 1959," HBCA.


28Ibid.
would be willing to pay a sizeable fee as a consultant” on campus planning issues.29 The man was William Wurster, Dean of Environmental Studies and Urban Design at the University of California, Berkeley. Wurster had extensive background in campus planning, not only in California but across the United States. It was decided that Wilson and Board colleague, Ernie Arnnott, should visit California to interview Wurster, and while there tour university campuses for ideas that could be used in Victoria. The two were certainly impressed by Wurster, and secured a commitment from him and his partner, Don Emmons, to visit Victoria on March 24, 1961, if the Development Board was interested in his services.30 The Development Board was indeed interested and appointed Wurster’s firm “as consultant for the development of the University of Victoria.”31

Based on their observations, Wurster and Emmons concurred with the Chamber of Commerce’s University Committee. For them, the 54-acre Lansdowne site was too small, and they advised the Development Board that all future building and development should take place at Gordon Head. They stated that the 120 acres already held by the College at Gordon Head, even with the Lansdowne acreage, would be inadequate for the anticipated


growth of the institution. They strongly recommended that the Development Board enter into immediate negotiations with the HBCo to secure its 140-acre site north of Cedar Hill Cross Road, but adjacent to the 120-acre parcel.32

The timing was fortuitous. When Wilson approached the Company in April, 1961, the HBCo was considering selling its remaining Oak Bay holdings as acreage. There were many reasons for disposing of this land as unsubdivided acreage.33 The sale would eliminate many uncertainties that might affect land development, such as market conditions. Also, there was some question of whether Oak Bay Council would continue to provide local improvements on the basis of the understanding signed between it and the Company in June, 1959. The Reeve had indicated that members of Council were opposed to the existing arrangement and wanted the HBCo to pay for all improvements—up front and in cash. But the most important reasons were fourfold: first, the remaining property was not as desirable for subdivision as the already-developed units; second, Bill Hobbs, the Company’s planner and consultant for the development of Uplands Farm over the past twenty-five years, was now 70; third, Bob Shanks of the BCLIA was also near retirement; and fourth, sale of the land would facilitate closing the Company’s Land Department—something the Company wished to do because the Uplands Farm comprised its last undeveloped urban land. However, Company officials feared that the


current economic recession affecting suburban development and the federal government’s policy of taxing profits accruing from the development of the land (at the rate of fifty percent) would result in poor offers for acreage. The Company would not accept anything short of $500,000 for its remaining 170 acres. The Company decided to continue subdividing, but remained open to an acreage sale at the right price. When the University Development Board offered $450,000 for the Company’s 141 acres north of Cedar Hill Cross Road and 8.5 acres to the south of it, the HBCo accepted the offer. Acceptance was conditional on the College settling the HBCo’s obligations with Oak Bay and confirmation that the University Development Board had the full support of the Provincial Government.

The HBCo’s obligations to the Municipality were substantial. It was committed to orderly development that corresponded to the Municipality’s provision of water, sewer, and other infrastructure; and not to sell any part en bloc or for purposes other than residential. For the sale to go ahead, the HBCo required release from this agreement. It also required the College to arrange for surface water drainage in the area, to provide necessary easements across the property, and to negotiate road improvements with the Municipality.

Settling these obligations was fraught with difficulty. Since learning that the
College was interested in acquiring more land in Oak Bay, the Municipality had tried to prevent this. It had even appealed to Premier W. A. C. Bennett that because Oak Bay possessed only a small amount of acreage left before reaching a fully-developed state, and because the land the College wanted to buy was already serviced for residential purposes (by trunk sewers south of Cedar Hill Cross Road), the province should direct the College authorities to expand in neighbouring Saanich. If additional land in Oak Bay was necessary, it should be limited to 25 acres.\textsuperscript{36} When this appeal failed, Oak Bay tried to purchase the land in question. It suggested to the HBCo that the Company’s remaining Oak Bay property, as listed in their agreement of June 23, 1959, should be sold to the Municipality.\textsuperscript{37} The HBCo, ever conservative, did not want to become embroiled in a controversial ratepayer referendum. It decided not to quote the Municipality a price for the property, but to continue subdividing Lansdowne Park, even if it meant paying an increased share of local improvement charges.\textsuperscript{38}

As Oak Bay and the University Development Board continued negotiating, it became apparent that Oak Bay’s main concern was the loss of tax revenue.\textsuperscript{39}

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37\textsuperscript{a}George Murdoch, Reeve of Oak Bay to C. N. Rogers, Manager, Land Department, 9 February 1961,” File 8000, “General Zoning 1961-63,” CDOBRS.

38\textsuperscript{a}Discussion with J. R. M[urray] by Phone, 14 March 1961,” RG1, Series 84D, File 5, “Uplands Farm Records-Copies of Letters and Memos, 1961,” HBCA.

39University Development Board, \textit{Minutes of a Special Meeting of the University Development Board for the purpose of discussing a proposal made by Oak Bay Council}, 15 May 1961, AR 221, Acc No. 1994-106, Box 2, File 2.11, “Vice President Administration Fonds-Haro Road, Oak Bay Lands and Sewage, 1961-1974,” UVA.
\end{flushright}
acre site represented seven percent of Oak Bay’s total land area and would result in the property being permanently removed from the Municipality’s tax rolls. This would result in an annual tax loss, at existing rates, of $90,000 if the site was not developed for the 450 houses originally proposed by the HBCo. Besides this loss in revenues, the Municipality would be required to spend a considerable amount on road improvements in the vicinity of the proposed campus. Because university property was non-taxable, Oak Bay would have to absorb the costs normally levied as frontage charges on a local improvement basis. Many municipal services south of the site, such as sewer, water, and surface drains, had already been built at a size to meet the needs of future residential development. Now that the land would not be used for residential purposes, there would be an over provision of services, the cost of which would have to be covered by the Municipality from general revenues. The estimated cost of providing these road improvements and services was about $225,000. To offset these costs, the Reeve had suggested that the province might deed the 37-acre Lansdowne site acquired in 1957 to the Municipality, now that the site would not be required. Neither the Provincial Government nor the College Council were willing to give up this land. Thus, the Municipality sought other ways to recoup lost tax revenues and cover the costs of servicing Lansdowne Park. Oak Bay proposed that the College purchase the Gordon Head site and sell 70 acres to the Municipality, which was not acceptable to College authorities. As an alternative, Oak Bay proposed that an area 400-feet in depth and covering

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approximately 40 acres, located along the north side of Cedar Hill Cross Road and east side of Gordon Head Road, be reserved and leased for private enterprise high-rise apartment development (Figure 8).\(^{41}\) In exchange for this apartment zone on the Gordon Head campus, Oak Bay would support the HBCo's desire to sell its property.

The College reluctantly agreed to covenant and reserve the 400-foot strip for the purpose of high-rise apartment development.\(^ {42}\) Under the leasing arrangement, the College would retain title to the Reserved Lands and collect rents from the property. In return, the Municipality would be able to assess and collect taxes on the property. Oak Bay saw this as a way to recoup some of its costs. The leasing arrangement specified a maximum term of 50 years, with no lease extending beyond 75 years. At the expiration of a lease, or once the 75-year period had elapsed, whichever occurred first, the land along with any improvements would "revert to the College free and clear of any reservations."\(^ {43}\) Besides this agreement, the Municipality negotiated other terms with the College. These included the following commitments: the College must sell the Municipality the 8.5-acre parcel on the south side of Cedar Hill Cross Road that the College was acquiring from the HBCo; the College must purchase any water used on its Oak Bay property from the Municipality; it must grant free of charge any easements across its property that might be

\(^{41}\)University Development Board, *Minutes of a Special Meeting of the University Development Board for the purpose of discussing a proposal made by Oak Bay Council, 15 May 1961,* AR 221, Acc No. 1994-106, Box 2, File 2.11, "Vice President Administration Fonds-Haro Road, Oak Bay Lands and Sewage, 1961-1974," UVA.


Figure 8: The Gordon Head Campus and Lands Reserved for Apartments
required by the Municipality for the installation of sewers, water mains, or any other installations required; and it must dedicate to the Municipality the necessary land required for road improvements around the new campus (e.g., Haro Road). The agreement between the College and Oak Bay was finalised on November 30, 1961, with the transaction between the College and HBCo completed the following month.

For Oak Bay, the loss of tax revenues was a very real concern. The Municipality had accumulated considerable debt by servicing both new residential development and lots in already built-up parts of the Municipality. Tax rates had climbed accordingly, and the Municipality prided itself on keeping taxes at a low rate. High-rise apartment development offered the prospect of increased tax revenues, mitigating costs associated with the University's increased presence in the community, as well as providing some tax relief to homeowners. The Municipality also anticipated gaining revenues from businesses developed on the 8.5-acre site, located south of Cedar Hill Cross Road, that it was acquiring from the University. Apartment development in the area would provide a captive customer base and have a positive effect on the exchange value of this parcel of land.
Chapter 5
Citizen Opposition to Apartments in Lansdowne Park

Victoria College authorities were less than pleased with the intrusion of an apartment zone on its new Gordon Head site. Richard Wilson, Chairman of the University Development Board of Victoria College, described how the “Board was very unhappy that Oak Bay Council had compelled it to accept a high-rise apartment land lease agreement fringing the Gordon Head Campus,” and that the Board had reluctantly agreed because it was the only way the College could get the land.1 Similarly, Floyd Fairclough,2 Director of Property Development for the University, when recalling the agreement, suggested that “Oak Bay had [the University Development Board] over the proverbial barrel and had adopted the ‘sock it to me’ technique long before TV,” and as the University authorities pushed for more land, “Oak Bay kept pushing the buildings up higher until the final compromise was reached where there would be a 400 ft strip on the south and west side of the property zoned for Hi-Rise Apartments.”3 The views of Wilson


2Floyd Fairclough’s association with Victoria College began in 1959, when his fundraising and public relations firm, based in Vancouver, was hired by the College to raise funds for its building programme. In 1960 he was appointed the College’s Director of Property Development and was involved in acquiring property in the Gordon Head area for campus expansion. Capital Region Association for the Mentally Handicapped, “Profile # 1: Floyd Fairclough, Chairman, Board of Directors,” Capital Region Association for the Mentally Handicapped Newsletter, April 1982, 7.

and Fairclough reflected the original building location plans for the campus, prepared by Wurster, Bernardi and Emmons, that showed that the 400-foot strip was required for future academic expansion. This chapter will review the University's development options and land use plans for this strip of land, as well as its Lansdowne campus property. Then, consideration will be given to how these plans were received by the residents of Lansdowne Park and Oak Bay's Municipal Council. Finally, discussion will focus on how the issue was resolved and how citizen engagement in the planning process affected the outcome.

Shortly after the Gordon Head acreage was purchased and the high-rise zone registered, the University repeatedly appealed to Oak Bay to have the restrictive covenant covering the 400-foot strip removed. Lending support to the University's efforts were the residents of the University District. Since the late-1950s, the siting of high rises in the Greater Victoria region had become a contentious issue.4 Public opposition to the high-rise zone on the University's new campus began early in 1962.5 This occurred at a public hearing to rezone a property, located south of Cedar Hill Cross Road, near Gordon Head Road, and across from the University, for high-rise apartment development. Nearly 200 local residents had signed a petition, initiated by lawyer and area resident Donald Cameron, that opposed the rezoning and proposed apartment development anywhere in

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the "general area of Cedar Hill Cross Road." There was a strong barrage of criticism levelled against the plan and the Municipal Council which supported it. To the nearby residents, it was tantamount to creating a "Berlin-type wall surrounding the university campus" that would "destroy residential property values." In fact, most area residents would rather pay higher taxes than "have high-rises spoil the district." University Development Manager, Floyd Fairclough, also in attendance at this meeting, but speaking as a property owner in neighbouring Crestview subdivision, suggested that "it was 'unjust' to 'suddenly spring this plan' on ratepayers who had recently built homes in the area." He described the spread of apartments as a disease—"high rise apartmentitis"—which was springing up "in cancerous proportions in a number of Canadian communities."

Public opinion against high-rise construction on the University grounds, as well as any other form of commercial development nearby, was growing throughout the University District. Oak Bay's Council was forced to contend with numerous letters and representations by concerned citizens and groups such as the Oak Bay branch of the Association of Women Electors and the University District Ratepayers' Association. All

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6 Cosgrove, "High-Rise Row Hits Oak Bay," 1; and Petition: "We the undersigned property owners of Oak Bay do hereby object to the rezoning of Lot 4 Plan 14678 or any other lands in the general area of Cedar Hill Cross Road from 'Single Family' to an apartment area. 1962," File 6301, "General Zoning, 1961-63," CDOBRS.

7 Cosgrove, "High-Rise Row Hits Oak Bay," 1.

8 The Crestview subdivision, located north of Cedar Hill Cross Road and just to the east of the University's Gordon Head campus, was developed by the Hudson's Bay Company in 1953.

9 Cosgrove, "High-Rise Row Hits Oak Bay," 1.
urged Council to prevent the "invasion of commercial types of dwellings—from high-rise to garden apartments" into established residential areas. They argued too that Council should rezone the 40 acres on the University campus—the 400-foot strip—already designated for apartment development to University use. The determination of the local residents was bolstered by success in preventing the rezoning of the proposed apartment site just south of Cedar Hill Cross Road, and by the success of campaigns against apartment development in other parts of the municipality. Despite opposition from the University and the stand of local residents against apartment development, Oak Bay's Council was firmly against any compromise. From its point of view, the same conditions that had necessitated the high-rise lease agreement in 1961 (i.e., the loss of tax revenues and the added cost of servicing the University) continued to persist; it would be fiscally irresponsible to compromise. The Municipality was also pressured by the Oak Bay Board of Trade whose leaders insisted that if the University was ever allowed to win back use of campus land, then it must make substantial concessions, such as ceding a portion of its Lansdowne property to the Municipality.

Recognising Oak Bay’s resolve, the University Development Board now

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considered the possibility of developing the 35 acres of vacant land still owned at the former Lansdowne campus. The idea was to negotiate a release of the restrictive covenant related to the Reserved Lands on the University’s Gordon Head Campus in exchange for the University subdividing and leasing the Lansdowne acreage for apartment development. Such an arrangement would benefit Oak Bay by returning the Lansdowne property to the Municipal tax rolls and by providing roughly the same amount in municipal assessments as the Reserved Lands. The deal held the potential of solving two of the University’s biggest concerns – raising the necessary finances for its development programme at Gordon Head and returning the Reserved Lands to university use.13

Oak Bay’s Support for High-Rise Apartments

For a municipality like Oak Bay, which was nearly completely built-up, apartment zoning held the potential to increase land values which, together with new improvements constructed on the land, would add considerable tax revenues.14 In the ten-year period between 1954 and 1964, the municipal tax rate in Oak Bay increased by 72 percent, and most of this burden had fallen on the owners of single-family dwellings.15 With the inventory of undeveloped land in the Municipality nearly exhausted, some Council members believed that increased apartment construction was the only way to keep the

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taxes on single-family homes down. As Reeve George Murdoch put it, "the time has come when we have got to go above three storeys in our buildings" because "big buildings add materially to tax revenues – and that will help homeowners."  

Apartment development on the Lansdowne property was attractive to the Municipality from a town planning perspective. The Oak Bay Town Planning Commission had been pressing for multiple-family development in the area since the HBCo first began work on detailed residential layouts for the Lansdowne Park area. After all, neighbourhood unit theory called for apartments. The HBCo, however, managed to resist these pressures on the grounds that apartment development would be detrimental to the character of the area and unfair to residents who had already bought into the area on the understanding that it would be restricted to single-family dwellings. Members of the Town Planning Commission, however, argued that because apartment living was becoming increasingly popular, some provision for apartments in Lansdowne Park was essential. Similarly, the Capital Region Planning Board felt that "an appreciable number of people, who did not want to maintain single-family dwelling houses, would...

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like to have an apartment in a single-family dwelling house area.” The Board also believed that “in planning to meet the legitimate requirements of the public, some provision should be made for apartments and perhaps duplexes also” in Lansdowne Park.\textsuperscript{19} Oak Bay’s Municipal Engineer and Town Planner, Geoffrey White, and his predecessor, Arthur Musgrave, had both endorsed apartment development in the area.\textsuperscript{20} Now with only about 400 surveyed residential lots remaining in the Municipality, White felt that new high-rise apartment construction was the only way to build-up Oak Bay’s financial assets, which could be used to fund improvements in municipal services throughout Oak Bay.\textsuperscript{21}

Even before the University acquired the HBCo acreage north of Cedar Hill Cross Road, Oak Bay was experiencing financial difficulties from the increased municipal debt incurred by servicing the HBCo’s Lansdowne Park subdivision.\textsuperscript{22} With the University’s increased presence in the Municipality, and the fact that the University was a public institution and not subject to municipal taxes, the situation was only aggravated further.

\textsuperscript{19}W. E. Hobbs to C. N. Rogers, Manager, Land Department, Re: Apartment Blocks in Lansdowne Park, 30 November 1956,” RG1, Series 84B, File 9, “Uplands Farm Records-Subdivision General, 6 July 1956-2 December 1958,” HBCA.


\textsuperscript{22}George Murdoch, Reeve of Oak Bay to C. N. Rogers, Manager, Land Department, 9 February 1961,” File 8000, “General Zoning, 1961-63,” CDOBRS.
Oak Bay had hoped to offset some of the costs associated with the University from taxes collected on the apartment leases on the Reserved Lands. In the face of stiff opposition from Lansdowne Park residents and University authorities, the Municipal Council now realised that it would be difficult and politically inadvisable to go ahead with the high-rise lease arrangement for the Reserved Lands. As a result, the Municipality was receptive to the University Development Board’s proposal to develop its Lansdowne property for apartment use. This would provide Oak Bay with roughly the same amount of tax revenue that it could expect from the high-rise zone on the Gordon Head Campus. Because the Lansdowne property was already designated for high-density institutional use, opposition was expected to be minimal.

Development Options

The future of all University lands remained in flux between 1961 and 1964. By late-1963, with public opinion generally opposed to any form of multiple-family development in any part of Oak Bay, members of the Development Board believed that the time was right to negotiate the release of the high-rise covenant in relation to the Reserved Lands. The Board’s initial plan was to approach Oak Bay and request that its 35 acres of undeveloped land on the former Lansdowne campus be zoned for single-family residential development, which would have fit in with the existing residential character of the area. In exchange for subdividing and disposing of this land, the Board would request

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that the Reserved Lands be returned to university use. But by early-1964, a new plan signalled a shift in the University's vision of the future use of the Lansdowne property. A lack of finances was preventing the University from consolidating its operations on the new Gordon Head campus, forcing it to continue giving some classes on the Lansdowne campus. The shift north could not be completed until new facilities were constructed; and the rate at which these facilities could be provided was dependent on funds available “which would be determined by the price received and timing of sale of buildings and land on the Lansdowne Campus.” Thus, to maximise the exchange value of its property holdings and raise the required capital for its planned land acquisitions adjoining the Gordon Head Campus, as well as financing its building programme, University authorities concluded that the highest and best use for the 27 acres located west of Foul Bay Road was apartment development. The 8.5 acres located to the east of Foul Bay Road were most suited to single-family and church use (Figure 9).


Figure 9: Apartment Proposal for the University of Victoria's Lansdowne Campus (Source: "UVic Lansdowne Sale Opposed; High-Rise Plan Hit," The Oak Bay Leader, 18 March 1964).
Both Geoffrey White and Reeve Cox were in favour of such an arrangement. They were prepared to recommend to Council that the 40-acre high-rise zone on the Gordon Head Campus be removed. From the Municipality’s perspective, development of the Lansdowne acreage would generate approximately the same amount in tax revenues and be less controversial. The increased value of land from apartment zoning would enable the University to contribute financially to road improvements in the vicinity of its new campus, which the Reeve believed would be “a very important part” of any deal. This would act as a “hidden persuader that could sway Council in rezoning the 27 acres” and rescinding the 40-acre high-rise zone at the Gordon Head Campus.\textsuperscript{27} With this understanding, the University’s Board of Governors authorised the Development Board to offer the Municipality up to 12 \% percent of the selling price of each apartment lot as the University’s share of road improvement costs.\textsuperscript{28}

Having received indication from Oak Bay’s Council that it would approve removal of the restrictive covenant on the Reserved Lands at Gordon Head—but only if the University decided to request that its Lansdowne property be rezoned for apartment development—the University decided to make a formal application to Oak Bay for a change in zoning and to sell the idea of apartments to the residents of Lansdowne Park. A

\textsuperscript{27}“Floyd A. Fairclough to H. B. Elworthy, Chairman, University Development Board, Re: University Lands & Buildings, 9 March 1964,” AR 221, Acc No. 1994-106, Box 2, File 2.11, “Vice-President Administration Fonds-Haro Road, Oak Bay Lands and Sewage, 1961-1974,” UVA.

\textsuperscript{28}H. B. Elworthy, Chairman, University Development Board to Reeve Allan L. Cox & Council, 10 March 1964,” AR 221, Acc No. 1994-106, Box 2, File 2.11, “Vice-President Administration Fonds-Haro Road, Oak Bay Lands and Sewage, 1961-1974,” UVA.
public meeting was arranged for March 23, 1964 when University officials would introduce plans for its proposed apartment development scheme on the Lansdowne Campus.29 Even before the meeting, residents of Lansdowne Park, aware of the Development Board’s scheme, were organising to protest any land use change that would impact the single-family and middle-class character of the neighbourhood. In the week leading up to the public meeting, some 40 letters were sent to Oak Bay Council expressing concern over the proposed development and objecting to the sale of the land for any purpose.30 Representations were also made to the Provincial Cabinet, asking it to block the sale of the land.31 Thus, when the Development Board finally did release its land use plan for the 27-acre plot, which provided for ten, 6-storey apartments that each accommodated 80 suites, and 20 single-family lots and a 2-acre church site on the west side of the road,32 the opposition came as no surprise. In fact, it had been anticipated and planned for well before the plan was ever tabled. As Floyd Fairclough, Development Board manager, later remarked: “After flying the first kite, we came back with a counter proposal which was ‘carefully planned’ to conform to the wishes of the populace (which

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30Ibid.


was the one we wanted to sell in the first place)."33

Within a month of tabling its first plan, the University Development Board returned with the plan that it "really wanted." This plan comprised two, 12-storey high-rise towers, each containing 160 units, and seven, 2- or 3-storey walk-up apartments on the 27-acre parcel; and 50 townhouse units on the 8.5-acre parcel. The new proposal reduced the number of units from 820 to 622.34 Recognising that even with this reduced density, multiple-family development in Lansdowne Park would be a tough sell, the Development Board went to great lengths to bring the public on-side during the weeks leading up to a second public meeting, scheduled for April 16th.35 Floyd Fairclough arranged meetings with various business and professional associations, including the Oak Bay Board of Trade, the Oak Bay Business and Professional Women's Club, the Association of Women Electors, and other organisations such as the local Kiwanis, Optimist, and University Women's Club. He had been instructed to "attend as many public meetings as possible, for the purpose of explaining the merits of apartment zoning for the 27 acres" and to "work with and supply information to the local news media" to this effect.36 Members of the Development Board were also "urged to enlist the co-


36University Development Board, Minutes of the University Development Board, 23 March 1964, AR 125, Acc No. 1999-046, Box 5, File 5.2, “Willard Ireland Fonds-University
operation of their friends and acquaintances to write letters to the Oak Bay Municipal Council and/or personally ‘sell’ the idea directly to Oak Bay Council members.” This strategy was deemed crucial because the final decision on rezoning would be made by Council.37 Despite the University’s best efforts to sell its alternative plan, public reaction against multiple-family development remained high. Although the Municipal Council was in favour of apartment zoning on the Lansdowne site, it did not feel that it could approve such a plan unless greater efforts were made to satisfy Lansdowne Park residents.38

Citizen Opposition to Apartment Development

The opposition to apartment development in Oak Bay was very highly organised and ultimately effective. In Lansdowne Park the leadership of the University District Ratepayers’ Association and “The Army of Anti-High-Rise Housewives,” a group of twenty-two housewives led by Catherine Cameron and Shirley Dowell,39 proved powerful adversaries to the University Development Board’s resources and plans for apartment development. When the Development Board put its first proposal to the public, members of the Ratepayers’ Association indicated that “we will stand against [apartment zoning]

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Development Board – Minutes, 16 January-15 December 1964,” UVA.

37Ibid.


wherever we have a platform. And this is exactly what they did. With the "high-rise girls," they attended Council meetings, public hearings, circulated petitions, sent numerous letters to Oak Bay Council and the University Development Board, and made personal representations to Council objecting to the proposed apartment zoning.

The main points of objection were related to the scale of the proposed development, which residents of Lansdowne Park believed did not fit in with the established residential character of the area. In planning and developing the area, the HBCo had taken special care to create a distinctly middle-class neighbourhood. To achieve this, the Company had limited Lansdowne Park to single-family residential development, and through deed restrictions controlled the value of houses and their architectural design. Fearing irreversible damage to its plans and the social character of the area, the Company had either resisted or delayed several attempts by the Municipality and its Town Planning Commission to force apartments upon the area. With this attention to detail, Lansdowne Park was very successful in attracting a planned, middle-class character. By 1964, of the 320 dwellings that there is occupational data for, 259, or 81 percent, were occupied by heads of households with white-collar occupations (Figure 10). Residents who had bought houses on the understanding that Lansdowne Park would remain residential in character were concerned that apartments would impact the use of their neighbourhood and the exchange value of homes. Many worried that apartment

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40 "Uvic Lansdowne Sale Opposed: High-Rise Plan Hit," The Oak Bay Leader, 18 March 1964, 1, 11.

Figure 10: The Social Geography of Lansdowne Park, 1964
development would greatly depress property values. As one resident lamented:

[t]his truly beautiful area will surely be ruined and become undesirable. How can we sell our homes without a loss (we can certainly not advertise – adjacent to apartment property – as others in the past have used – adjacent to University property – as a selling point).\(^{42}\)

Other concerns were summed up by the President of the University District Ratepayers’ Association, P. D. Bragg. He feared that allowing apartments would open the area to other sorts of commercial development, such as shopping centres, that would be required to serve the increased population created by apartment development.\(^{43}\) And while the Ratepayers’ Association recognised that apartments brought tax benefits, Bragg argued that such benefits would be outweighed by the costs associated with the new schools, parks, and playgrounds that would be required to serve the area; and not least by road improvements essential to accommodate increased traffic volumes generated by apartment dwellers.

Arthur Mayse, in an editorial appearing in the *Victoria Daily Times*, captured succinctly the prevailing sentiment towards high-rise apartment development in suburban residential areas.\(^{44}\) He suggested that “to the home-owning community, the high-rise is an enemy which threatens its chosen way of life” and that high-rises have “absolutely no place in any area already committed to single-unit homes” and “any local government


which permits such encroachment is betraying those who have bought land, built homes, and put down roots.” In a similar vein, Stanley Mack, a resident of Lansdowne Park, playing on the word high, argued that the University’s proposed high-rise edifices would create “a permanent monument to thoughtlessness or stupidity in high places.”

Believing that Oak Bay Council was not listening to their concerns about apartment development in Lansdowne Park, and throughout Oak Bay in general, members of the Ratepayers’ Association and the Association of Women Electors began to endorse candidates in Municipal elections who would oppose the reclassification of property for apartment development. Their efforts proved successful in the 1964 Municipal election. Two members of Council who voted to rezone a parcel of waterfront property for apartment development were defeated; and “the two candidates campaigning on anti-high-rise tickets” received the greatest number of votes.

Oak Bay’s Shifting Views

Oak Bay Council responded initially to the apartment naysayers by claiming “that the residents of [Lansdowne Park] were showing poor judgement from a planning standpoint.” All the while, Oak Bay’s Reeve Cox and Engineer and Town Planner, Geoffrey White, continued to work closely with the University’s Development Board to modify the apartment plans, so as to sell the concept to members of Municipal Council.

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who were opposed to the scheme.\textsuperscript{48} Reeve Cox believed that a key obstacle to winning change was the fact that not all of the members of Council were "as close to the problem" as Geoffrey White and he were.\textsuperscript{49} He suggested that representatives of the University meet informally with members of Council at a dinner party to discuss the overall plan and share ideas, with the cost of the dinner being shared between the University and Council. On the advice of the Reeve, a dinner meeting was arranged for mid-September at the Union Club in downtown Victoria.\textsuperscript{50} The Reeve's idea proved fruitful and University officials were able to sway the opinion of Council to accept the University's latest proposal, on the condition that the University was able to make some progress in satisfying the residents of Lansdowne Park.\textsuperscript{51} Swaying the resolve of the residents, however, was more difficult than selling the idea to Council. In the face of continued stiff opposition from area residents, University officials by late-1965 decided to leave the matter in abeyance until a more favourable climate emerged.\textsuperscript{52} Also, the urgency of


\textsuperscript{50}Ibid.

\textsuperscript{51}"For the Information of the Land Use Committee, 22 October 1964," AR 160, Acc No. 1984-021, Box 1, File 1.7, "University Development Board Fonds-Committees – Land Use Committee – Correspondence and Reports, 1964-1966," UVA.

\textsuperscript{52}University Development Board, Minutes of the Land Use Committee, 5 November 1965," AR 125, Acc No. 1999-046, Box 7, File 7.15, "Willard Ireland Fonds-Land Use Committee – Minutes, July 14, 1965-Nov. 18, 1965," UVA.
disposing land on the Lansdowne campus to finance land acquisitions and construction at Gordon Head had waned. This was due to increased financial commitments from the Provincial and Federal Governments and the fact that funds from the estate of wealthy Victoria businessman, Thomas Shanks McPherson, which had been frozen a period of five years following his death in 1962, would soon be available to the University.\textsuperscript{53} Now, development of the Lansdowne property became more of a bargaining tool for the release of the high-rise zone on the University's new campus than a potential revenue source.

Oak Bay Council also recognised that it would be difficult to rezone the 27-acre site "in the foreseeable future," given the strong opposition to apartments from neighbouring residents.\textsuperscript{54} Their resolve had been strengthened by a recent report issued by the Capital Region Planning Board that recommended the site for single-family development, and further advised against apartments either there or on the Reserved Lands.\textsuperscript{55} The Reeve and Council now feared that the University, with the urgency to develop and dispose of the Lansdowne property no longer so crucial, might decide to use the land for non-revenue producing uses, such as University laboratories or student

\textsuperscript{53}Will of Thomas Shanks McPherson, d. 3 December 1962. "Upon the expiry of five years from the date of my death I DIRECT my Trustee to pay out of the said Residuary Trust Fund the following legacy, namely: TO PAY to the UNIVERSITY BUILDING FUND for VICTORIA COLLEGE, Victoria, British Columbia, the sum of One million eight hundred thousand dollars ($1,800,000.00) to be used for the general purposes of the said fund." British Columbia Archives and Records Service, Victoria, British Columbia, Canada.


\textsuperscript{55}Capital Region Planning Board of British Columbia, \textit{A Plan for Oak Bay} (Victoria: Capital Region Planning Board, August 1967).
residences. As a result, the Reeve and Council continued to press the University to develop the Lansdowne property and offered to rescind the high-rise zone on the Reserved Lands if the University would subdivide and sell its Lansdowne holdings for single-family development, with the University bearing the full cost of local improvements, and contributing financially to sanitary sewerage requirements on its Gordon Head campus. University officials believed that the costs associated with such a deal were too high and that the two matters, development of the Lansdowne property and the removal of the high-rise zone on the Gordon Head Campus, were not connected. They should be dealt with independently. And so the University let the situation remain as it was.

The Defeat of Apartments

The election to Oak Bay Council in 1971 of Shirley Dowell, a founding member of the “Anti-High-Rise Housewives,” signalled a renewed interest in the future of the Reserved Lands. Over the past decade, Dowell had worked tirelessly by spearheading petitions and protests to fight against apartment development in Oak Bay. She had even

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56 F. W. Hawes, Mayor of Oak Bay to Floyd A. Fairclough, Secretary, Committee on Physical Plant, 18 July 1968,” AR 221, Acc No. 1994-106, Box 2, File 2.11, “Vice-President Administration Fonds-Haro Road, Oak Bay Lands and Sewage, 1961-1974,” UVA.

57 Floyd A. Fairclough, Development Manager, University of Victoria, Re: Summary of Land Acquisitions and Municipal Agreements, 28 July 1969,” AR 221, Acc No. 1994-106, Box 2, File 2.11, “Vice-President Administration Fonds-Haro Road, Oak Bay Lands and Sewage, 1961-1974,” UVA.

assisted in similar campaigns in the Cadboro Bay area of neighbouring Saanich. Dowell and the other "high-rise girls"—especially Catherine Cameron and Ann Gray—had spoken out against the high-rise zone on the Gordon Head campus and the "indiscriminate zoning for high-rise apartments in established residential areas." Now, in her capacity as Chair of Oak Bay's Lands and Buildings Committee, Dowell was positioned to do something about it. She soon contacted the University Development Board, indicating to them that she felt confident Council would lift the high-rise covenant but the University must act quickly to apply for rezoning.

Some members of the University's administration, however, were hesitant about becoming involved in Dowell's personal "crusade" to delete all high-rise zoning in Oak Bay, which they felt had political implications. Because of this, University officials decided not to make a direct request for action on the matter; instead, they restated their objections to the restrictive covenant, specifically that it posed an obstacle to long-term and orderly planning on the Campus, and left the issue in the hands of Council, whether


61 Bruce Partridge, President, University of Victoria to J. T. Kyle, Vice-President Administration, 27 July 1971," AR 221, Acc No. 1994-106, Box 2, File 2.11, "Vice-President Administration Fonds-Haro Road, Oak Bay Lands and Sewage, 1961-1974," UVA.

62 J. T. Kyle, Vice-President Administration to Bruce Partridge, President, University of Victoria, Re: Apartment Zoning – 400 ft strip, Cedar Hill Cross Road, 29 June 1971," AR 221, Acc No. 1994-106, Box 2, File 2.11, "Vice-President Administration Fonds-Haro Road, Oak Bay Lands and Sewage, 1961-1974," UVA.
to act or not.\textsuperscript{63} As a result, the matter lay dormant for some time, with neither Oak Bay nor the University taking action. However, in October 1974, Alderman Dowell, perhaps concerned about the lack of action from either party, introduced a zoning amendment bylaw without consulting the University. The intent was to rezone the Reserved Lands along Cedar Hill Cross Road for university use and prevent the construction of any building taller than 45 feet from being located inside a 100-foot setback from Cedar Hill Cross Road.\textsuperscript{64} Although University officials registered a formal objection to the new restrictions being placed on the Reserved Lands,\textsuperscript{65} the bylaw passed in early 1975.

In 1966, 3 acres of the 8.5-acre parcel east of Foul Bay Road were sold by the University to St. Phillip's Church.\textsuperscript{66} The Church's application for rezoning met with strong opposition at a public hearing from a small, but determined, group of area residents who complained that the Church would "increase traffic and lower property values."\textsuperscript{67} Although the Church's application was successful, the Church's congregation,

\begin{footnotes}
\footnote{J. T. Kyle, Vice-President Administration to Corporation of the District of Oak Bay, 29 June 1971," AR 221, Acc No. 1994-106, Box 2, File 2.11, “Vice-President Administration Fonds-Haro Road, Oak Bay Lands and Sewage, 1961-1974,” UVA.}
\footnote{"Stunting Bylaw Stuck in Block,” The Daily Colonist, 8 October 1974, 17.}
\footnote{Floyd A. Fairclough, Director, Property Development to J. T. Mathews, Dean of Administration, Re: Zoning, By-law 3062 relative to 'Reserved Lands' Lots B and C, 22 November 1974,” AR 160, Acc No. 1984-021, Box 1, File 1.2, “University Development Board Fonds-Correspondence regarding the Hudson’s Bay Property,” UVA.}
\footnote{Petition Says Church to Cut Land Values, nd [1966],” AR 221, Acc No. 1994-106, Box 2, File 2.28, “Vice-President Administration Fonds-Saint Phillip's Church, 1963-1969,” UVA.}
\end{footnotes}
not wanting to “antagonise anyone in the area,” decided not to move to the Foul Bay Road site and instead to remain at its existing site at the corner of Eastdowne Road and Neil Street. Church officials soon began to investigate possibilities of disposing of this land, possibly together with the University’s remaining 5.5 acres, as a single parcel. The Church’s 3-acre parcel was purchased by the Provincial Government at some point between late-1973 and early-1976, possibly by the Department of Municipal Affairs, which had in September, 1973, expressed interest in acquiring the 3 acres along with the University’s undeveloped land east and west of Foul Bay Road. The exact circumstances around this, however, are unclear, though it appears, from the Minutes of the University’s Finance and Physical Plant Committee, that when negotiating the sale of Lansdowne property west of Foul Bay Road to the Provincial Government in 1978, the University hoped to convince Government officials to transfer title to the 3-acre parcel.

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68 Herbert L. Mathews, St Phillip’s Church to Floyd A. Fairclough, Development Manager, Re: Proposed Zoning for St. Philip’s Church of a subdivision of Lot A, Plan 11781, Section 31, Victoria District, 8 June 1966,” AR 221, Acc No. 1994-106, Box 2, File 2.28, “Vice-President Administration Fonds-St. Phillip’s Church, 1963-1969,” UVA.

69 Rev. John Vickers, Rector, St Philip’s Church to Floyd A Fairclough, Development Manager, 7 September 1972,” AR 221, Acc No. 1994-106, Box 2, File 2.7, “Vice-President Administration Fonds-Foul Bay and Lansdowne - 5 acres, 1964-1979” UVA.

70 G. L. Chatterton, Director, Home Owner Assistance and Public Housing, Department of Municipal Affairs to Floyd A. Fairclough, Director, Property Development, Re: 25 acres on the West side of Foul Bay, 12 September 1973,” AR 221, Acc No. 1994-106, Box 2, File 2.7, “Vice-President Administration Fonds-Foul Bay and Lansdowne - 5 acres, 1964-1979,” UVA; and “G. L. Chatterton, Director, Home Owner Assistance and Public Housing, Department of Municipal Affairs to John Vickers, Rector, St. Philip’s Church, Re: Lot 1, Plan 18911, (Foul Bay Road), 10 October 1973” AR 221, Acc No. 1994-106, Box 2, File 2.7, “Vice-President Administration Fonds-Foul Bay and Lansdowne - 5 acres, 1964-1979,” UVA.
into the University’s name; and was successful. Oak Bay immediately zoned the 8.5 acres east of Foul Bay Road for single-family residential use and imposed a minimum lot size of 9,000 square feet. The University investigated developing the land itself, but in the end sold it to the Municipality in 1980 for $421,669. The Municipality, in turn, subdivided the property into 27 residential lots, fronting onto Wessex Crescent, which were sold at auction on August 19, 1980, netting a profit of $500,000 for the Municipal coffers. Homes in the area were built between 1980 and 1981.

In 1978, the 27 acres located west of Foul Bay Road, at the University’s former Lansdowne campus, were disposed of in a transaction with the Provincial Government that saw the Ministry of Education acquire the land and existing campus facilities for use as a community college. Twenty-six of the undeveloped 27 acres were then transferred to the BC Buildings Corporation, which in 1986 sold 14.2 of these acres to Pacific

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73Ibid.

74University of Victoria, University of Victoria Financial Statements and Schedules, 31 March 1981, UVA.


76University of Victoria Board of Governors, Minutes of a Regular Meeting of the Board of Governors of the University of Victoria, 20 March 1978, AR 135, Acc No. 1989-033, Box 8, File 8.5, “Board of Governors Fonds-Minutes, 20 May 1975-17 April 1978,” UVA.
Apartments Limited for single-family residential development. Oak Bay placed a minimum lot size of 12,260 square feet in the area and it has since been developed into 43 expensive home sites that were built upon between 1986 and 1992. Today it is known as University Woods, and fits well with the single-family, middle-class character of the rest of Lansdowne Park. The balance of the 27 acres were reserved for the expansion of Camosun College, and today provides space for parking and teaching facilities.

**Conclusion**

In 1964, even though University and Municipal officials were both in agreement that apartments would be the highest and best use for the University’s Lansdowne property, the development proposal failed. Their plans were thwarted by the highly-organised and politically-active University District Ratepayers’ Association and other local groups, such as the Anti-High-Rise-Housewives, that sought to preserve the physical form and social character of Lansdowne Park as a better-quality, single-family residential neighbourhood. Residents worried that any intrusion of apartments, or for that matter any other form of multiple-family or commercial development, into the area would make the area less desirable and depress property values. As Fischel has argued, for most homeowners, investment in a house is by far their single largest source of equity and they will act to protect it. Lansdowne Park residents actively petitioned the Municipal

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Council not to allow the development scheme to go ahead. They became a force in Oak Bay’s election process, endorsing candidates that would represent their views on Council. Members of Council, in turn, recognising the political repercussions that could result if they did not heed the concerns of area residents, became reluctant to support the University’s development plans unless residents could be brought on-side. Although University officials tried to sell their plans to the residents of Lansdowne Park, they failed.
Chapter 6
Summary and Conclusion

Richard Harris, in Creeping Conformity: How Canada Became Suburban, 1900-1960, describes how early-twentieth-century suburbs "embodied the full diversity of Canadian society: immigrant and native born, rich and poor."\(^1\) After mid-century, however, newly-developing suburbs were "more homogeneous, [and] decidedly more middle-class" than ever before.\(^2\) Planning measures certainly helped to shape this pattern. As Christopher Silver suggests, the neighbourhood unit plan works to insulate "affluent city residents from the disruptive influence of forced interaction with supposedly incompatible social groups."\(^3\) Land use regulations in the form of deed restrictions, restrictive covenants, and municipal zoning have had an exclusionary impact on the suburbs and contributed to social segregation.\(^4\) By stipulating minimum home and lot sizes, these regulations have inflated the cost of owner-occupied homes in the suburbs, making it "difficult for low- and moderate-income households to buy into these


\(^2\)McCann, "Suburbs of Desire," 111.

\(^3\)Christopher Silver, "Neighborhood Planning in Historical Perspective," Journal of the American Planning Association 51, no. 2 (1985)" 161-74, 166.

communities.\textsuperscript{5} Threats of incompatible development (e.g., apartments and commercial development) that would reduce the exchange and use value of suburban homes have encouraged restrictions that protect "homeowners from perceived challenges to their property."\textsuperscript{6}

The case study of land use conflicts in Lansdowne Park supports this assertion. The Hudson’s Bay Company (HBCo) was aware that by creating a positive use value for its Uplands Farm subdivisions, this would translate into a higher exchange value for the residential lots it was selling. The Company carefully selected purchasers of residential lots in Lansdowne Park and relied on a system of deed restrictions that complemented the existing zoning regulations imposed by the Municipality of Oak Bay. This gave the Company control of the physical form of development and the ability to steer the social make-up of the area towards the middle-class. Few features of its Lansdowne Park development were left to chance. The overall layout of the subdivision was projected well in advance of lots actually being subdivided and sold. Purchasers of homes and lots were assured that no objectionable developments would encroach within the boundaries of the subdivision. At least initially, homeowners were shielded from exchange value and use value threats.

However, from the mid-1950s to mid-1960s, uncertainty plagued the neighbourhood. In 1956, Victoria College purchased nearly 37 acres of undeveloped land

\textsuperscript{5}Ibid., 255.

adjacent to its Lansdowne campus for the purpose of future expansion. A few years later, the College’s plans for development changed. It sought and purchased additional land to the north of Lansdowne Park, on the HBCo’s Gordon Head lands, to build a new campus. The University was forced to consider what should be done with the undeveloped 37-acre parcel. Confronted with limited finances to proceed with an ambitious campus plan at Gordon Head, the University Development Board sought to raise needed funds by developing and disposing of its Lansdowne property. Recognising that the greatest exchange value potential lay in intensifying the use of the property, the University decided to seek apartment zoning for the property—not single-family residential, as initially planned by the HBCo. Oak Bay, faced with financial difficulties of its own, favoured this apartment scheme and lent its support. With most of Oak Bay already built-up, apartments were seen as the only significant source of revenue for recouping some of the costs associated with servicing the University’s new campus; and for providing improved municipal services to already built-up sections of Oak Bay.

Lansdowne Park residents, however, were strongly opposed to apartments invading their single-family neighbourhood: Apartments were perceived as a threat to their lifestyle and investment in property. Organised as the University District Ratepayers’ Association, residents also argued that higher density use would put excessive demands on municipal services, such as schools, parks, and playground facilities. The increased population would result in higher traffic volumes, straining existing roads, and might in the future make demands for new shopping facilities and other sorts of commercial enterprises. In short, residents feared that the introduction of
apartments would diminish the exchange value of their homes and make Lansdowne Park a less desirable place in which to live. They also believed any financial gain to the Municipality would be negated by the needs of apartment dwellers. Lansdowne Park residents opposed the University’s apartment development schemes at every possible turn: The Ratepayers’ Association initiated petitions and letter writing campaigns; many residents attended Council meetings in large numbers to voice their opposition; and along with other groups, like the Army of Anti-High-Rise Housewives, the Ratepayers’ Association endorsed candidates in municipal elections opposed to apartments. In the end, the residents of Lansdowne Park were successful in convincing elected officials not to endorse the University’s plans and to preserve the neighbourhood for single-family dwellings. Even today, the neighbourhood remains largely middle-class. Figure 11 shows for 1971 and 1991 that there have been no noticeable signs of houses filtering down to lower status occupancy in the neighbourhood. In 1971 Lansdowne Park remained home to middle-class families; and in 1991, judging from the heads of households reporting occupations, the proportion of blue collar families has in fact continued to decrease since 1956.7

Theoretical Concepts

The concepts of use value and exchange value explain much about the spatial form of the city. Traditional urban land use theory, based on the Chicago school’s urban ecology approach, suggests a free market in land where each type of user of the city “ends

7In 1991, of the 359 out of 511 households in Lansdowne Park that did report occupations, only 3.62% held blue collar positions, while 43.17% reported holding white collar professions; and 53.2% were retired.
Figure II: The Social Geography of Lansdowne Park, 1971 and 1991
up in the location to which the user is best adapted” by outbidding competing interests. The competition for locating activities works itself out in the market place. Apartment zoning on the Lansdowne campus would have significantly increased the exchange value of the property—benefiting both the University and the Municipality. Logan and Molotch argue, however, that the ecological approach overlooks the real life behaviour of human beings as social actors, and that land uses are not governed solely by free-market mechanisms and determined by the purchasing power of competing users. It is, in fact, the conflict between use and exchange value that “closely determines the shape of the city, the distribution of people, and the way they live together.” As such, these concepts—use and exchange value—have proven useful in assessing winners and losers in shaping the present urban form of Lansdowne Park.

Virtually all neighbourhoods are subject to, at one time or another, forces threatening their use value and exchange value. The neighbourhood unit plan has been touted as a way to guard against such threats and, having been used repeatedly in suburban expansion schemes since the 1950s, has left its mark on the suburban landscape. Based on the principles of rational behaviour and efficiency, it has allowed for the orderly expansion of suburbia and responded “to the disturbingly unstable urban condition . . . caused by rashly expedient and helter-skelter urbanization” of the late-nineteenth and

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early-twentieth centuries. The key to achieving this was to separate, as far as possible, the operation of one function from that of another. In doing so, the neighbourhood unit seeks to promote: the privacy and safety of residents; security of investment for homeowners; and a sense of community among residents. These goals are achieved by the “individualisation of neighbourhood districts in cities” recognising that different neighbourhoods are designed for different functions and different social groups. Perry, who helped popularise and refine the principles of the neighbourhood unit plan, believed that homogeneous neighbourhoods were desirable, and that mixed-class neighbourhoods resulted in civic decline. As Christopher Silver concludes, the neighbourhood unit plan has “sought to insulate affluent residents from the disruptive influence of forced interaction with supposedly incompatible social groups.” Coupled with deed restrictions and the refinement of municipal zoning regulations, the neighbourhood unit has been successful in insulating homeowners from perceived threats to their property and, arguably, contributed to an increased sense of community and belonging.

11Ibid.
15Silver, 166.
Although the neighbourhood unit is designed to guard against external threats to use value and exchange value, threats do occur; and when they do residents usually respond swiftly. In fact, the residents of planned, middle-class neighbourhoods may be more capable and able to defend their turf than residents of more mixed and lower-class parts of the city. The literature on neighbourhood organisations gives some insight into why this might be. Of the four types of neighbourhood organisations defined by Hasson and Ley, the ratepayers' association was the most important in Lansdowne Park. By definition, ratepayers' associations are committed to defending their social space against “socio-demographic change and commercial incursion,” and this was true in Lansdowne Park. The University District Ratepayers' Association was able to unite and mobilise the residents of the area against the University's apartment scheme and to lobby Municipal officials to preserve its neighbourhood as a middle-class, single-family one. The Ratepayers' Association was successful because it had the necessary resources to sustain its opposition to the University's plans. Its membership, comprised primarily of middle-class professionals and retirees, was able to articulate various concerns to elected officials at Council meetings, through letter writing campaigns and petitions, and through letters to local media outlets. The Ratepayers' Association also influenced the political decision making process in Oak Bay by endorsing candidates who won in Municipal elections and were sympathetic to their views.

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Future Research

This case study of land use conflict has focussed on the impact of Victoria College’s growth and development into a university on the residents and suburban character of Lansdowne Park in Oak Bay, British Columbia. However, the impact of the University’s presence extends well beyond this one neighbourhood. Virtually all of the municipalities in the Capital Regional District are affected by the University in one way or another. For instance, the University is an employment generator and economic driver in the region and affects many facets of people’s lives. It is safe to say that no two municipalities are more affected than Oak Bay and Saanich, where the University’s Gordon Head campus straddles the boundary separating the two. As such, it would be interesting to see if the situation in Oak Bay was unique. Were there similar concerns related to the University’s growth and expansion in Saanich? If so, how did the political climate in the respective municipalities affect the University’s internal planning and development? Though finding the answer to these questions was not a specific objective of this thesis, from the archival materials reviewed it does appear that Saanich was more accommodating to the University’s presence; and from the beginning supported its development and location in the Municipality, working closely with the Capital Region Planning Board to plan the area as a university precinct. There are a number of factors that may have resulted in this—the main one, perhaps, being that Saanich has a much larger land area—thus the removal of University land from municipal tax rolls would not have as significant of an impact. The presence of a university may have even been seen as a way of inducing higher tax generating enterprises to locate nearby. Most universities in
western Canada have spawned middle-class development. Also, areas neighbouring the University’s Saanich property were only sparsely settled and being put to marginal uses, such as small-scale farming. Thus, the public response would not have been so adverse to the University’s planning, including the concentration of parking lots and student residences on the Saanich half of the campus.

Besides going beyond Oak Bay to gauge the impact of the University’s development, other avenues of inquiry could be followed. The research conducted for this project relied primarily on archival records and media reports to recreate the general response towards apartment development in Lansdowne Park. While historical records are generally accurate and reliable indicators of the past, they do not always provide a complete picture. Interviews with individuals who were residents of Lansdowne Park during the period of this conflict, as well as with Municipal and University officials who were active in the planning of the area, could provide new insights into the events surrounding this land use conflict and how they transpired. Interviews may also answer the question: were there any residents of Lansdowne Park who supported apartment development in the area, and if so, why? In the archival record, the voices of the University District Ratepayers’ and others that opposed the invasion of apartments are clearly present, but signs of any support from residents for the various multiple-family development schemes for the Lansdowne campus are absent.

Further exploration into the political climate of Oak Bay between the mid-1950s and mid-1970s would also help to explain the situation in Lansdowne Park. Knowing just who the political leaders were and their backgrounds (e.g., whether they were drawn from
the business community or community activists) might provide insight into why
apartment development was seen in such a positive light during the 1960s and then fell
out of favour by the mid-1970s. Were apartments on the Lansdowne property being
supported by Oak Bay Council in the mid-1960s just because of tax needs, or was there
more to the issue? After all, Oak Bay had acquired property along Cedar Hill Cross Road,
just south of the University’s Gordon Head campus, first in 1961, 8.5 acres west of
Henderson Road, and then in 1964, 24 acres to the east of it. Did the Municipality hope to
clear the way for apartment and commercial development on these two parcels by first
having the University approach the Lansdowne Park residents?

Conclusion

From this case study of resistance to land use change in Lansdowne Park, it is
clear that economic forces alone do not shape the urban and social fabric of
cities—politics matters. It is suggested by structuralists that economic forces determine
public policy and that in a capitalist society, governments will be predisposed to private
sector interests and their development goals.18 This is because the private sector typically
controls the resources necessary for societal welfare, creating employment, generating
taxes, and stimulating economic growth.19 In reality, however, governments must contend
with competing interests, and not all goals promoted by the private sector contribute to
societal well-being. Had Oak Bay’s policy course been solely dictated by economic


19Clarence N. Stone, “Urban Regimes and the Capacity to Govern: A Political Economy
forces, one would expect the apartment promoters to have won. While Oak Bay's political leaders did initially support the University's apartment development schemes, they faced resistance from a well organised constituency and the possibility of an uncertain political future if they allowed multiple-family development to go ahead on the University's Lansdowne property. The organised resistance forced the Municipality to withdraw its endorsement for the University's plans and eventually to designate the Lansdowne property for single-family development and to remove the high-rise covenant on the University's Gordon Head campus, returning the Reserved Lands to University use.
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Appendix A
Occupations Found in Lansdowne Park

High White Collar
- Accountant
- Administrator
- Administrative Officer
- Architect
- Artist
- Armed Forces Member (upper ranks)
- Assessor
- Assistant Manager
- Barrister / Solicitor
- Branch Manager
- Chairman
- Chiropractor
- Clergy Member
- Comptroller
- Contractor (large scale)
- Counsellor
- Dentist
- Department Manager
- Director
- District Manager
- Division Manager
- Engineer
- Fire Chief
- General Manager
- Government Minister
- Inspector
- Instructor
- Journalist
- Lecturer
- Lessee
- Manager
- Managing Director
- Medical Examiner
- Optometrist
- Personnel Manager
- Pharmacist
- Physician
- Physiotherapist

Low White Collar
- Administrative Assistant
- Agent
- Auditor
- Bookkeeper
- Clerk
- Consultant
- Data Manager
- Draftsman
- Estimator
- Foreman
- Master Mariner
- Paymaster
- Pilot
- Postal Clerk
- Purchasing Agent
- Representative
- Salesman (including real estate agents)
- Secretary
- Stenographer
- Supervisor

- Police Officer
- President
- Principle
- Professor
- Proprietor
- Psychometrist
- Sales Manager
- Scientist
- Secretary Treasurer
- Senior Government Official
- Superintendent
- Teacher
- TV Producer
- Veterinarian
- Vice-President
- Vice-Principal
- Writer
• Surveyor
• Tax Officer
• Technician

Blue Collar
• Baker
• Bodyman
• Builder (small scale)
• Carpenter
• Caulker
• Cellarman
• Chauffeur
• Driver
• Electrician
• Fieldman
• Fire Fighter
• Groundskeeper
• Lead Hand
• Lineman
• Log Scaler
• Machinist
• Maintenance Worker
• Mason
• Meat Cutter
• Mix Maker
• Oiler
• Pipe Fitter
• Plumber
• Presser
• Seamstress
• Watchman
• Welder

Appendix B
Occupational Structure of Lansdowne Park

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<tbody>
<tr>
<td>High-White Collar</td>
<td>7 (13.46%)</td>
<td>128 (48.12%)</td>
<td>209 (56.79%)</td>
<td>246 (58.99%)</td>
<td>127 (24.85%)</td>
</tr>
<tr>
<td>Low-White Collar</td>
<td>5 (9.61%)</td>
<td>46 (17.29%)</td>
<td>50 (13.58%)</td>
<td>47 (11.27%)</td>
<td>28 (5.47%)</td>
</tr>
<tr>
<td>Blue Collar</td>
<td>2 (3.84%)</td>
<td>14 (5.26%)</td>
<td>22 (5.97%)</td>
<td>20 (4.79%)</td>
<td>13 (2.54%)</td>
</tr>
<tr>
<td>Retired / Widowed</td>
<td>4 (7.69%)</td>
<td>38 (14.28%)</td>
<td>39 (10.59%)</td>
<td>63 (15.10%)</td>
<td>191 (37.37%)</td>
</tr>
<tr>
<td>No Data / Unclear</td>
<td>34 (65.38%)</td>
<td>40 (15.03%)</td>
<td>48 (13.04%)</td>
<td>41 (9.83%)</td>
<td>152 (29.74%)</td>
</tr>
<tr>
<td>Totals</td>
<td>52 (100%)</td>
<td>266 (100%)</td>
<td>368 (100%)</td>
<td>417 (100%)</td>
<td>511 (100%)</td>
</tr>
</tbody>
</table>

### Appendix C

**Major Occupational Categories**

<table>
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<tbody>
<tr>
<td>Managerial</td>
<td>5</td>
<td>76</td>
<td>105</td>
<td>111</td>
<td>52</td>
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<td>Government Officials</td>
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<td>14</td>
<td>16</td>
<td>23</td>
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<tr>
<td>Sales &amp; Clerical</td>
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<td>—</td>
<td>8</td>
<td>15</td>
<td>21</td>
<td>14</td>
</tr>
<tr>
<td>Education</td>
<td>—</td>
<td>15</td>
<td>25</td>
<td>36</td>
<td>18</td>
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<tr>
<td>Science &amp; Engineering</td>
<td>—</td>
<td>6</td>
<td>11</td>
<td>23</td>
<td>7</td>
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<tr>
<td>Legal</td>
<td>—</td>
<td>3</td>
<td>9</td>
<td>8</td>
<td>7</td>
</tr>
<tr>
<td>Armed Forces</td>
<td>—</td>
<td>10</td>
<td>15</td>
<td>4</td>
<td>2</td>
</tr>
<tr>
<td>Retired / Widowed</td>
<td>3</td>
<td>38</td>
<td>39</td>
<td>63</td>
<td>191</td>
</tr>
<tr>
<td>Other</td>
<td>4</td>
<td>24</td>
<td>39</td>
<td>34</td>
<td>38</td>
</tr>
<tr>
<td><strong>Total Number of Households Reporting Occupations</strong></td>
<td><strong>19</strong></td>
<td><strong>240</strong></td>
<td><strong>333</strong></td>
<td><strong>383</strong></td>
<td><strong>370</strong></td>
</tr>
</tbody>
</table>

1Occupations are those of heads of household as indicated in street directories. The occupations of others in a household (e.g., working wives, sons, or daughters) are not included. See *Victoria City & Vancouver Island Directory* (Vancouver: BC Directories, 1956); *Victoria & Suburban Directory* (Vancouver: BC Directories, 1961, 1964, and 1971); and *Greater Victoria City Directory* (Vancouver: BC Directories, 1991).