

CMCC's Hazardous Journey, 1945 to 1968

Douglas M. Brown, DC*

The acquisition of a new campus is an historic occasion in the life of an educational institution. When it is accompanied by expropriation, court battles, complicated development proposals and a certain degree of conflict, it assumes the elements of high drama. The Canadian Memorial Chiropractic College's (CMCC) move from its first location on Bloor Street, in Toronto, Ontario, to its present site on Bayview Avenue, was such an event.

This event began to unfold on January 10, 1943, when what is now known as the Canadian Chiropractic Association, (CCA) was inaugurated¹. The prime objective of this fledgling organization was ambitious; to create a national chiropractic college to be supported by the Canadian profession from coast to coast. To accomplish this, on January 3, 1945, the CCA formed a separate body under the Corporations Act of the Province of Ontario, which became the charter of the Canadian Memorial Chiropractic College².

On August 20, 1945, CMCC took possession of its first home, purchased for \$55,000; the somewhat seedy, thirty-seven room Medonia Hotel, at 252 Bloor Street, West, near the University of Toronto. Makeshift renovations were quickly begun and the doors were opened on September 18, 1945, fifty years after Daniel David Palmer administered the first chiropractic adjustment to Harvey Lillard. This was appropriate because the College was named in memory of Dr. Palmer, the founder of chiropractic.

When Herbert K. Lee, who still teaches at CMCC, entered the classroom to give the first lecture at eight o'clock on that historic morning, he found himself facing over one hundred noisy, restless, students, most of whom had recently been released from the armed forces, rather than the thirty to fifty that had been anticipated. The Medonia Hotel had become inadequate overnight and the CMCC Board of Governors immediately took steps to expand.

In 1946, in return for a fifteen foot easement, the College obtained a first right of refusal to purchase the next property to the east of CMCC, 250 Bloor Street, West³. In September, 1947, a new three storey academic building, placed directly behind the Medonia Hotel, was completed at a cost \$160,000⁴. The hotel now housed the administrative offices and clinic. The academic building was named the Henderson Building as a tribute to John A. Henderson, CMCC's first registrar and business manager. From 1945 through 1947 he was the College's major fundraiser. He was also instrumental in obtaining the Medonia Hotel and the steel and building permit for the Henderson Building when both were scarce, shortly after the end of the Second World War.

Between August, 1957 and February 1959, the College purchased three homes on Prince Arthur Avenue, numbers 57, 59 and 61, one block north of Bloor Street, which backed onto its existing property, for \$64,500⁵. By April, 1959, CMCC had created a three phase plan for developing its holdings. First it would proceed immediately to build a physical education plant abutting the Henderson Building. Then, in seven to ten years, it would replace the Medonia Hotel with a high rise office building fronting on Bloor Street. Eventually, in twenty to thirty years, it would rebuild or increase the height of the Henderson Building⁶.

On April 21, 1959, the Municipality of Metropolitan Toronto passed an expropriation by-law prior to constructing a subway along Bloor Street⁷. On April 30, the College was advised that the City was expropriating a strip of land eighty-two feet wide running east and west through the central portion of its property, including the rear thirty-seven feet of the Henderson Building⁸.

Metro Toronto took possession of the expropriated lands about December 15, 1959. The College was allowed to continue to occupy what was left of the upper two floors of the Henderson Building, however, the first floor, which was partly below ground level, was sealed off and the chemistry, biology, X-ray and human dissection labs contained there were temporarily installed in the lower floors of the houses at 57 and 59 Prince Arthur Avenue. These laboratories were to have been returned to the Henderson Building in three to five months but that did not happen until September, 1962⁹.

The subway construction produced a cut through CMCC's property sixty-two feet wide and approximately forty-five feet deep. Digging began in January, 1960 and was completed on the outside and backfilled by May, 1961. However, work continued underground until 1963.

This construction created chaotic conditions both in and around the College. Classes were disrupted, delayed and cancelled because of the inconvenience, noise, dirt, vibration, smoke and cold. As a result, enrollment and income dropped. Eventually, the deep excavation caused failure of the Henderson Building's foundations, damaging this structure beyond repair. When the subway became operable, in March, 1963, trains entering and leaving the station, immediately below the College, produced so much vibration that the labs in both the Henderson Building and Medonia Hotel were unusable¹⁰.

CMCC filed a claim for damages of about \$1,500,000 against Metropolitan Toronto on January 17, 1962¹¹. After several delays, the Arbitration Hearing, by His Honour Judge Donley, began on May 27, 1963 and continued for eight days. It was adjourned on June 28, 1963, because of Judge Donley's illness and after his death the Hearing was continued before Judge McDonagh between February 17 and June 16, 1964. Argument took place late in June and into July of 1964. On February 16, 1965, the College was awarded \$770,000, plus interest and costs.

The City took the case to the Court of Appeal for Ontario, where on November 9, 1966, Mr. Justice McLennan reduced

* Past Chairman, Board of Governors CMCC
Chairman, CMCC Alumni
Director, Governors Club, CMCC
Visiting Lecturer, CMCC,
1900 Bayview Avenue, Toronto, Ontario M4G 3E6
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the award of the Arbitrator to \$143,000, plus interest and no costs¹². CMCC appealed this decision to the Supreme Court of Canada and on January 23, 1968, the Supreme Court upheld the decision of the Court of Appeal of Ontario¹³. Finally, after nine horrendous years, the College had exhausted its avenues of compensation via the City and the Courts.

In June 1965, CMCC had bought 63 Prince Arthur Avenue for \$45,000 and on July 19, at a special meeting of CMCC Board, mortgages and documents for purchasing 65 and 67 Prince Arthur were discussed and signed at a cost of \$48,000 each¹⁴. The College still held right of first refusal to obtain 250 Bloor Street, West, now valued at \$150,000 and so controlled a valuable piece of property with frontage on Bloor Street of 109 feet, 8 inches, running back 385 feet to Prince Arthur Avenue.

By 1966 CMCC had an overdraft of \$500,000 with the Toronto Dominion Bank. In January of that year the Bank requested that the College retire this overdraft as soon as possible, preferably by the end of the month. CMCC approached the Canadian Imperial Bank of Commerce, the Canada Permanent Trust Company and the Bank of Montreal, for a mortgage at current bank rates. All refused.

On March 15, 1966, CMCC obtained a \$500,000 mortgage from six private citizens for a period of one year. Interest was ten percent for the first six months and twelve percent for the next six. There was no renewal clause and one of the mortgage holders was a land developer¹⁵. At this time Donald C. Sutherland, who was Public Relations Director of the College and Executive Director of the Canadian Chiropractic Association, became concerned about this financial arrangement and approached Ernest Brooker, who was President of the Laurier Life Insurance Company, with whom the CCA held its group insurance policy, to see if Laurier Life would be interested in giving CMCC a mortgage. Mr. Brooker declined but said he knew someone who might be interested¹⁶.

Subsequently, Mr. Brooker approached a good friend and business associate of his, Gerhard Moog, a prominent land developer and contractor. Mr. Moog had become a strong advocate of chiropractic after Victor Tomlin, a Toronto chiropractor, relieved him of a spinal condition for which surgery had been advised. Mr. Moog came to see the College on a hot summer day in 1966 and found it to be in a disreputable state. At this time he met A. Earl Homewood, who had recently returned to Canada from the United States and began a close business and personal relationship that still exists between these two men today.

Mr. Moog happened to deal with the same bank as CMCC at that time, the Bank of Montreal. He felt that if the chiropractic profession could raise half of the \$500,000 mortgage, he could convince the bank to put up the other half¹⁷. Howard L. Gauthier, Secretary-Treasurer of the CMCC Board of Governors, took this proposal to the Board and they hired Dr. Homewood to travel coast to coast across Canada and sell debentures to the profession.

Dr. Homewood began this arduous task in December, 1966

and by April, 1967 had sold \$250,000 worth of debentures at seven percent interest for five years. The Bank of Montreal took the remaining \$250,000 at seven percent interest and on April 19, 1967, the private mortgage was discharged.

At a special meeting of the CMCC Board on February 18, 1967, Dr. Gauthier, as Chairman of the College Planning and Development Committee and Dr. Sutherland were authorized to investigate and enter into negotiations with respect to the sale, leasing or other development of the College's real property and for this purpose to enter into agreements of sale or lease on behalf of the College until August 31, 1967¹⁸. On November 18, 1967, this was extended until November 30, 1968¹⁹. In May, 1967, Drs. Gauthier and Sutherland signed an agreement, in principle, with Mr. Moog's company, Swiss-Granada Holdings Limited, to trade CMCC's property on Bloor Street and Prince Arthur Avenue for two acres of land and appropriate College buildings at 1900 Bayview Avenue. Although this agreement was contingent on a number of conditions yet to be met, it was binding on both parties²⁰.

At this time Dr. Homewood was appointed President of the College and Dean and so became a member of the negotiating committee. For several years a number of real estate agents and developers had made proposals regarding CMCC's property but were not prepared, as Mr. Moog was, to submit a firm offer until the title to the College's expropriated land had been returned by Metro Toronto. During the following year many more offers were entertained but none was as attractive or possessed the potential for future development as Mr. Moog's²¹.

It should be recorded that while these negotiations were taking place a vocal and insistent segment of the CMCC community was convinced that alternative offers by other developers had not been properly investigated. However, once a decision was made to proceed, these dissidents bowed to the will of the majority and several of them are still working hard for the College at the time of this writing²².

On April 22, 1968, Drs. Gauthier and Sutherland signed a much more elaborate agreement between CMCC and Mr. Moog's companies, T. Lempicki Construction (Brampton) Ltd. and Swiss-Granada Holdings Ltd. This document detailed twenty-three provisions specifically designed to protect the College's interests²³. However, there were still several hurdles to vault before construction of the new College could begin.

The road allowance accessing the Bayview property had been sold a number of years before to the Borough of North York for one dollar. This same road allowance was offered to Mr. Moog for \$200,000 by North York. Mr. Moog objected to this price and succeeded, through the use of consultants, in having it reduced to \$60,000²⁴.

Initially Mr. Moog had intended to build an apartment building on the remaining three acres of land not occupied by the College. On February 12, 1968, the Council of the Corporation of the Borough of North York had amended a by-law to alter the designation of the two acres of land on which the College was to be constructed from a public park zone to institutional use. It

also allowed for the construction of an apartment building of not more than one hundred units, not to exceed over eight storeys on the other three acres²⁵.

On May 22, 1968, the Ontario Municipal Board rejected North York's application for this by-law change in respect to the proposed apartment building but approved construction of the Chiropractic College²⁶. Because these lands had not been re-zoned to allow the relocation of CMCC by May 31, 1968, the College Board, on legal advice, took the position that the agreement with Mr. Moog had terminated. For the sum of \$15,000 the Board agreed to extend this agreement to June 17, 1968²⁷. Fortunately, Mr. Moog accepted these setbacks and acceded to the demands of the Board.

It should be noted here that while Drs. Gauthier and Sutherland initiated and had the foresight to commit CMCC to what proved to be a propitious contract with Mr. Moog, it was Dr. Homewood who was the prime mover in designing the College's new physical facilities and in extending Mr. Moog to the limits of his generosity.

On September 21, 1968, the cornerstones of the two buildings comprising the new College on Bayview Avenue were laid²⁸. At that time CMCC had a total indebtedness of \$626,000 made up of debentures, \$291,000, the Bank's share of the mortgage, \$185,000 and the obligation to purchase 250 Bloor Street, West, \$150,000²⁹.

On December 16, 1968, classes commenced at the new facilities totalling 54,000 square feet of space as compared to 30,000 on Bloor Street. Whereas the old College had been evaluated at about \$1,500,000, the new College was appraised at close to \$2,500,000.

On February 7, 1969, CMCC executed a new mortgage with the Victoria and Grey Trust Company for \$650,000 at nine and three quarters percent interest. Nineteen chiropractors and the College's auditor, Stanley G. Simpson, signed as guarantors of this mortgage at \$10,000 each and another ten signed as supplementary guarantors³⁰. This mortgage, plus the debentures, brought the debt close to \$1,000,000. Thanks to the generosity of those involved, \$80,000 in debentures was subsequently donated to CMCC and many people returned the interest.

The new College consisted of three main areas. The Academic Building, which was the south wing, had four levels. It housed four classrooms, each seating seventy-five students. Laboratories for human dissection, physiology, pathology, microbiology, chemistry, roentgenology, diagnosis and technique were provided. It also included the library, cafeteria, amphitheatre, student and faculty lounges and locker rooms. The Administrative Building, or north wing, was on three levels made up of offices for the College, the Canadian Chiropractic Association and the Ontario Chiropractic Association, as well as the College Clinic and one complete floor of rentable space. The third area was a combination auditorium/gymnasium which joined the two buildings below grade, while above ground they were connected by an open courtyard³¹.

On March 8, 1969, dedication ceremonies for the Bayview

College took place in the auditorium. This was called the John S. Clubine Hall to commemorate the leadership of one of CMCC's founding members who became the first President of the College Association and CMCC's first Dean. The academic wing was named after John A. Henderson, as it had been on Bloor Street. The administrative and clinical wing was called the Walter Sturdy Building, in deference to a pioneer from British Columbia, who has been called the Father of CMCC, since it was his vision that led to the organization of the Dominion Council of Canadian Chiropractors, (now the Canadian Chiropractic Association) and the formation of a Canadian college³².

So far I have focused on the events that led to the creation of CMCC, the development of its Bloor Street holdings and its relocation on Bayview Avenue. But how did the College manage to survive? Was it because of financial resources, business acumen, strategic planning, political contacts or public pressure? I think the answer lies in three words: timing, motivation and perseverance.

Ralph Waldo Emerson said, "This time, like all times, is a very good one, if we but know what to do with it"³³. The years 1945 and 1968 were auspicious for CMCC and whether by accident or inspiration, first our Founding Fathers and then the College Board, made remarkable use of them. It was previously noted that CMCC opened its doors on Bloor Street just after the end of the Second World War when multitudes of veterans were looking to further their educations through Government funding. It is ironic that whereas CMCC has never received any direct financial support from either the Federal or Provincial Governments here in Canada, war veterans then, and students now, qualify for the same government grants and loans as they would entering any other Canadian institute of higher learning.

As a result, in 1945, freshman enrollment was 107, in 1946, 172 and 1947, 123. In 1948, the first year class fell to 51 and for the next nine years fluctuated between 40 and 73. In 1957, entrance requirements were raised from grade twelve to grade thirteen and admissions dropped to an alltime low of 21. Then, something unexpected occurred. Despite the horrendous conditions at CMCC the freshman class increased to 65 by 1968, when the College was preparing to move and, in 1969, the first full year at Bayview, soared to 111³⁴. Suddenly, high school graduates were discovering chiropractic as a promising career and, fortuitously, CMCC was prepared to accept them.

Looking back at the first twenty-three years of the College it becomes apparent that the profession was motivated more by physical acquisitions than by financial exigencies. In 1945 CMCC received \$55,000 from its members and in 1946, \$97,000³⁵. For the next ten years CMCC fees were a paltry twenty dollars per chiropractor and amounted to approximately \$10,000 annually. In 1967, with a new College close to reality net income from fees was a predictable \$12,000 but a special assessment of fifty dollars per member produced an additional \$25,000³⁶. In 1968 this doubled to \$50,000³⁷. Although assessments were intended to be temporary, they were periodi-

cally increased and levied annually, for many years. To quote Plutarch, "Perseverance is more prevailing than violence; and many things which cannot be overcome when they are together, yield themselves up when taken little by little³⁸."

The profession's support via membership fees was minimal and insufficient for the needs of the institution, however, it was reliable. Practitioners responded much more substantially to requests for special pledges, assessments, the purchase of debentures and as guarantors of the College's mortgages.

The College Board had a unique administrative role and could be counted on to meet almost weekly to approve all expenditures, the hiring of faculty and staff and student admissions. In addition, because of its regional structure, it was successful in uniting the diverse interests of the Canadian chiropractic profession around CMCC.

Certainly the students prevailed in spite of abysmal conditions from 1960 to 1968. They managed to graduate and pass their licensing board exams thanks, in part, to their own tenacity. Once in practice, they continued the tradition of supporting their Alma Mater.

Finally, the College would not have survived without the sacrificial devotion of its skimpy faculty and staff. During its formative years, numerous chiropractors postponed or abandoned lucrative careers as private practitioners in order to serve this demanding master. There was also a small, slowly growing cadre of talented non-chiropractors who gave their all to CMCC. The College's academics could be described as overworked, underpaid, understaffed, unprotected and unappreciated, yet they have to be given a major share of credit for enabling CMCC to achieve its mission; to graduate qualified chiropractors who are capable of fulfilling their roles as primary contact health practitioners.

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