UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

DOROTHY GAUTREAUX, et al.,

Plaintiffs,

v.

GEORGE W. ROMNEY, Secretary of the Department of Housing and Urban Development of the United States,

Defendant.

NO. 66 C 1460

REPLY OF GEORGE W. ROMNEY, SECRETARY OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, TO AMICUS CURIAE BRIEF FILED BY THE URBAN AFFAIRS COMMITTEE, CHICAGO BAR ASSOCIATION, IN SUPPORT OF PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT

Several amicus curiae briefs in support of plaintiffs' motion for summary judgment have been filed, of which the brief of the Urban Affairs Committee, Chicago Bar Association, filed March 12, 1970, is the latest. All briefs express the concern of the amicus for the vindication of the plaintiffs' rights which this Court, in the companion suit No. 66 C 1459, found the Chicago Housing Authority has infringed. All briefs contain extensive quotations from many sources discussing the social ills of the cities including those related to race, and the recommendations of these sources for the correction of those ills. Because of the statements in the amicus briefs that HUD violated plaintiffs' rights in the past, and the

inferences that, unless compelled by Court decree, HUD will continue to do so in the future, and because discussion of the urban crisis tends to obscure rather than to illuminate the issues in this suit, it is time to return to the facts and the law to place those issues in perspective.

I. This Court lacks jurisdiction over HUD.

The suit against the Secretary is virtually identical in its factual allegations to those contained in the companion Chicago Housing Authority suit, No. 66 C 1459. The allegations of jurisdiction are not the same, nor is the claim for relief.

Count I alleges that the rights sought to be secured are rights guaranteed by the Fifth Amendment, and jurisdiction is laid under Title 28 § 1331. Plaintiffs allege that the $10,000 jurisdictional amount is present. Count II realleges all the factual allegations of Count I. The rights sought to be secured are the rights secured under Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d. Jurisdiction is laid under 28 U.S.C. §§ 1331 and 1343(4). Plaintiffs allege the jurisdictional amount is present. Count III is grounded upon the same factual and jurisdictional bases as Count I but does not allege intent. Count IV is grounded upon the same factual and jurisdictional bases as Count II, but does not allege intent.

For relief, Count I demands a declaration that the Chicago Housing Authority has violated plaintiffs' rights under the Fifth Amendment, and that HUD has assisted, and continues to assist in

"carrying out the discriminatory aspects" of the low-rent housing program in Chicago. Plaintiffs demand injunction to halt the provisions of Federal financial assistance to CHA in "support of the racially discriminatory aspects" of the CHA's program. Count II demands a declaration that the CHA has violated plaintiffs' rights under 42 U.S.C. 2000d and injunction against HUD to halt the flow of Federal funds "in support of the discriminatory aspects" of the low-rent housing program in Chicago. Counts III and IV repeat the demands of Counts I and II respectively.

Because of this Court's ruling in the companion suit No. 66-1459 dismissing Counts III and IV, we confine our discussion here to Counts I and II.

Count I depends for jurisdiction upon 28 U.S.C. 1331. Section 1331 of Title 28 grants jurisdiction to this Court in "all civil actions wherein the matter in controversy exceeds the sum or value of $10,000, exclusive of interest and costs, and arises under the Constitution, laws, or treaties of the United States." No plaintiff in this suit, singly, has an interest approaching $10,000 in amount in the subsidies granted under the United States Housing Act of 1937, their rentals being well below this sum. In 1969, the Supreme Court held that for purposes of jurisdiction under § 1331, plaintiffs cannot cumulate their interests to attain the jurisdictional amount. Snyder v. Harris, 394 U.S. 332 (1969). Hence, the Court lacks jurisdiction under Count I, and there is no Constitutional

issue raised for decision.

While it is contended on behalf of the Secretary that Count I must fail for lack of jurisdiction, plaintiffs' theory of the case deserves some examination, since it illustrates the weakness of their position. They seek a declaration that CHA carries on a racially discriminatory public housing system within the City of Chicago and seek their injunctive relief against the provision of financial assistance by the defendant Secretary. We are left to infer that the violation of the Fifth Amendment consists of the financial assistance provided by the Federal government. But that is scarcely a self-evident proposition. Under Federal law and under State law, CHA is not HUD's agent, but is a principal acting on its own behalf. No allegation of conspiracy appears in the complaint, nor does any allegation that could warrant a finding that these plaintiffs have been victimized by racial discrimination on the part of the Secretary. Certainly, the facts set forth in our earlier briefs show that HUD fought, not aided, the CHA practices found discriminatory.

The Illinois courts have held that an agent is one who undertakes to manage some affairs to be transacted for another, by his authority, on account of the latter, who is called the principal, and to render an account. Dean v. Ketter, 328 Ill. App. 206, 65 N.E. 2d 572 (1946). To ascertain whether a relationship is that of principal and agent, the Illinois Courts have laid down certain standards. The character of the relationship depends upon the contract between

the parties, of which no one feature is determinative, but all must be construed together. Darner v. Colby, 375 Ill. 558, 31 N.E. 2d 951 (1941). The relationship of principal and agent exists if the principal has the right or duty to supervise and control and to terminate the relationship at any time. Mulke v. International Manufacturing Company, 14 Ill. App. 2d 5, 142 N.E. 2d 717 (1957), citing Hartley v. Red Ball Transit Co., 344 Ill.534, 176 N.E. 751 (1931); Lawrence v. Industrial Comm., 391 Ill1 80, 62 N.E. 2d 686 (1945); Darner v. Colby, supra; Shannon v. Nightingale, 321 Ill. 168, 151 N.E. 573 (1926). Ordinarily, an agent does not have title to the property involved. In re Deiter's Estate,298 Ill. App. 313, 18 N.E. 2d 563 (1939).

In a Federal-State contract relationship very similar to the HUD-CHA contract, the Court of Claims has held that the local entity, in carrying out the Federal-Aid Highways Act, is not the agent of the Federal government. D. R. Smalley & Sons, Inc. v. United States, 372 F.2d 505 (1967). See also United States v. Algoma Lumber Co., 305 U.S. 415, 83 L. Ed. 260, 59 S. Ct. 263 (1939).

In D. R. Smalley & Sons, Inc. the Court stated:

> "The plaintiff contends that the State of Ohio was the agent of defendant and that defendant is liable for all of the wrongful acts and omissions of the state in connection with the contracts. To support this claim, plaintiff points out that: the contracts were drafted pursuant to the regulations and requirements of defendant; the contracts were approved by defendant; the work was inspected and approved by defendant as it progressed; changes in plans were approved by defendant; the final completion of the work was inspected and approved

by the defendant; and defendant agreed by the provisions of the law to pay the state (for the benefit of plaintiff) ninety per cent of the cost of the contracts. By reasons of these claims, plaintiff asserts that it had express contracts with the defendant and in the alternative, the defendant was bound by implied contracts. Also, plaintiff says that defendant has deprived it of its property without remuneration contrary to the fifth and fourteenth amendments of the United States Constitution.

"Defendant answered by saying there was no privity of contract between it and the plaintiff, and the defendant has not given its consent to be sued. It also pleads the sovereign set doctrine as a defense. We believe the defendant is correct as to these defenses and that they are controlling in the disposition of this case.

"When Congress passed the Federal-Aid Highway Acts which obligated the Government to reimburse the states to the extent of ninety percent of the cost of construction of any approved highway that was a part of the Federal interstate system of roads, it exercised sovereign powers of the Government.

"Likewise, the establishment of standards and requirements, the approval of the form of contract, the inspection of work, and the payment of ninety persent of the cost of each project to the state involved by the Bureau of Public Roads, were sovereign acts of the Government and were not directed solely to the plaintiff but affected the general public and were done for the common good and the general welfare.

"It is well established that the Federal Government is not liable for damages resulting from sovereign acts performed by it in its sovereign capacity. Horowitz v. United States, 267 U.S. 458, 461 (1925); Jones v. United States, 1 Ct. Cl. 383 (1865).

"The National Government makes many hundreds of grants each year to the various states, to municipalities, to schools and colleges and to other public organizations and agencies for many kinds of public works, including roads and highways. It requires the projects to be completed in accordance with certain standards before the proceeds of the grant will be paid. Otherwise the will of Congress would be thwarted and taxpayers' money would be wasted. See Mahler v. United States, 306 F.2d 713, 716-22 (3rd Cir. 1962), cert. denied, 371 U.S. 923. These grants are in reality gifts or gratuities. It would be farfetched indeed to impose liability on the Government for the acts and omissions of the parties who contract to build the projects, simply because it requires the work to meet certain standards and upon approval thereof reimburses the public agency for a part of the costs.

"The plaintiff contends that by these acts the defendant made the State of Ohio its agent and by reason thereof it had express contracts with defendant and defendant is liable for the wrongful acts and omissions of Ohio. We do not agree. Such sovereign acts of defendant do not in any way make the State of Ohio its agent as claimed by plaintiff. See Eden Memorial Park Association v. United States, 300 F.2d 432, 439 (9th Cir. 1962), wherein the court stated:

> 'Moreover, analysis of the Federal-Aid Highways Act indicates that while close cooperation between the United States and the individual states was contemplated, the states or their agencies or officials were in no sense to become agents of the United States in projects authorized by that act.'***

"The defendant did not sign the contracts with the plaintiff and there were no negotiations or communications whatsoever between them. Consequently, there were no express contracts between them."

In the CHA-HUD relationship, CHA owns the projects, HUD cannot supervise and control CHA, and HUD cannot terminate the rela-

tionship at will, but may only do so upon specific occurrences spelled out in the statute and the Annual Contributions Contract. As held by the Illinois Supreme Court, Illinois Housing Authorities are clearly independent agencies, acting on their own behalf and on behalf of the State. St. Clair County Housing Authority v. Quirin, 379 Ill. 52, 39 N.E.2d 363 (1942).

Thus, under neither Federal nor State law is the Chicago Housing Authority the agent of HUD. Plaintiffs must rely on Burton v. Wilmington Parking Authority, 365 U.S. 715 (1961) and Simpkins v. Moses H. Cone Memorial Hospital, 323 F.2d 959.

Both Burton and Simpkins are fully discussed in HUD's brief in opposition to the motion for summary judgment, as is the reliance on Hicks v. Romney, 302 F.Supp. 619, in support thereof. We note, however, that to find the actions of a private party the actions of the state in order to redress Constitutional grievances not otherwise protected is a far cry from finding the actions of the state, inhibited by the 14th Amendment, the actions of the Federal government which acts under a parallel constitutional provision. Moreover, the Fifth Amendment is enforced whenever the Federal government is acting directly. Cooper v. Aaron, 358 U.S. 1. Finally, because of the reliance on Hicks v. Romney, the Court should be advised that the Government expects to file an answer and to contest the right to an injunction in that case.

Under Count II, jurisdiction is laid under 28 U.S.C. §§ 1331 and 1343(4). For lack of amount in controversy this Court is without jurisdiction under § 1331. Section 1343(4) grants jurisdiction to this Court in civil actions "authorized by law to be commenced by any person * * * to recover damages or to secure equitable or other relief under any Act of Congress providing for the protection of civil rights, including the right to vote." Plaintiffs rely upon section 601 of Title VI of the Civil Rights Act of 1964 as the statute to "authorize by law" commencement of this action and as the "Act of Congress" providing for the protection of civil rights. This Court in No. 66-1459, relying upon Bossier Parish v. Lemon, 370 F.2d 847 (1967), denied the CHA's motion to dismiss, and, on the facts in the later opinion, found that CHA violated the statute. Bossier Parrish is distinguishable from this case in that Bossier Parrish is the direct actor in the deprivation of rights under Title VI, as is CHA; in that suit the Department of Health, Education and Welfare which supplied the funds is not a party. Plaintiffs and amicus also recognize this distinction. They seek declaration that CHA violated plaintiffs' rights, not HUD, and, again relying on Burton, seek to obtain judgment against the Secretary as a matter of law. It does not appear therefore that section 601 "authorizes" suit against the Secretary.

In any event, Section 601 speaks prospectively, and not retroactively for a thirty year past period, as plaintiffs and amicus

would imply. The question is, since enactment, has the Secretary, not CHA, violated plaintiffs' rights under Section 601? Even so, HUD did not through the thirty year period violate plaintiffs' rights.

II. The Secretary has not violated Plaintiffs' Rights.

Plaintiffs speak with an assurance born only of hind-sight when they attack Federal assistance to the discriminatory aspects of Chicago's public housing program over a 30-year period. Even Brown v. Board of Education, 349 U.S. 294, which did not come along until 1955, failed to stress the significance of site location in the desegregation of schools. And for yet another decade, the significance of site location in housing was lost upon the Courts and the Congress, no less than upon the Secretary and the predecessor agencies to HUD. It was only with the enactment of the Civil Rights Act of 1964 and the development by the defendant of regulations implementing that Act that we find the first significant recognition by officials and the Courts that site selection can contribute to segregation and discrimination in housing.

We believe it is clear that as soon as the Secretary acquired explicit authority by reason of Executive Order or statute to exercise a measure of control over the autonomous selection of sites by CHA for reasons related to race, he did so. Both amicus and plaintiffs belittle HUD's immediate prohibition of CHA's "proximity rule" by asserting that the projects for the elderly are not involved in this suit and the "proximity rule" involved an elderly project. But this

action by HUD is most significant. It took place under Executive Order 11063 which did not contain the elaborate mechanics for cut-off of Federal funds prescribed for Title VI actions and, further, it clearly demonstrates HUD's willingness to act. It also illuminated the limitations on plaintiffs' plea to halt the flow of Federal funds in aid of "the discriminatory aspects of" the low-rent housing program in Chicago.

To halt the proposed "proximity rule," HUD informed CHA that it would cut off Federal subsidy payments for the elderly for this project and any other project for the elderly. The funds HUD proposed to cut off are the supplementary $120 per year annual contribution permitted to be paid by section 10(a) of the USHAct. This amount is not a contract obligation under the Annual Contributions Contract and the full faith and credit of the United States is not pledged to its payment. The Secretary did not hesitate to compel compliance with Executive Order 11063 by refusing the supplementary payment.

Plaintiffs and amicus derogate the drastic effect of a cut-off of contract payments by stating that in Hicks, an injunction is outstanding and nothing has happened to the full faith and credit pledge nor has HUD's private financing been affected. It is sufficient to say that in Hicks the project is in early construction stages; the moneys advanced the Bogalusa Housing Authority are relatively small in amount; the money is not financed on the private market; it is held on direct advance by HUD; this money is not annual contributions;

it is temporary financing not borrowed from the public and not to be liquidated over 40 years by payments of annual contributions. Further, it is to be noted that the Judge in Hicks did not halt annual contributions for the six projects of the Bogalusa Authority which are constructed and in operation.

Clearly, in Hicks the Court is giving prospective effect to a statute which speaks prospectively. Moreover, there has been no attempt by the Court or plaintiffs in Hicks to do what plaintiffs and amicus are quite frank to state they seek to do in this suit -- to have the Court enter a decree affecting all of HUD's programs, not just the low-rent housing program. Section 602 of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1 evidences clearly the Congressional intention to prohibit a lap-over from one "recipient" to another, and from one "particular program" to another. Plaintiffs rely on the statute for jurisdiction, but seek to avoid its limitations by the aid of a Court decree. Defendant maintains, on the other hand, that this suit is moot. No Federal monies in connection with low-rent housing may be spent by CHA except under the Court's decree, which assures plaintiffs their constitutional rights. The Secretary's door is always open for any additional advice plaintiffs and amicus may have concerning the employment of his powers in the administration of the housing statutes or the nation and the statutes enacted to assure fair housing.

Based upon CHA's record, plaintiffs and amicus would have the Court infer that the Secretary will not act in accordance with the Civil Rights Acts of 1964 and 1968. Aside from the well known legal presumption that public officers will act in accordance with law, the original and amended affidavit of Don Morrow filed herein by defendant demonstrate that the Secretary is pursuing a number of avenues for the realization of the Court's objectives in the decree in No. 66-C-1459 which governs the Chicago Housing Authority. That affidavit is filed in support of defendant's motion to dismiss and alternative motion for summary judgment. It shows that in this HUD region, enormous efforts have been undertaken to aid the purposes of the Court expressed in Gautreaux v. United States. A copy of the amended affidavit is attached hereto and incorporated herein.

Wherefore, defendant prays (1) that plaintiffs' motion for summary judgment be denied, and (2) that defendant's motion to dismiss or alternative motion for summary judgment be allowed.

Respectfully submitted,

THOMAS A. FORAN
United States Attorney
219 South Dearborn Street
Chicago, Illinois 60604
353-5315

JBS:meh

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

DOROTHY GAUTREAUX, et al., Plaintiffs	)	
vs.	)	NO. 66 C 1460
ROBERT C. WEAVER, Secretary of the Department of Housing and Urban Development of the United States, Defendant	)	

AFFIDAVIT OF DON MORROW IN
SUPPORT OF DEFENDANT'S MOTION TO DISMISS

CITY OF CHICAGO)
) SS.
COUNTY OF COOK)

Don Morrow, being first duly sworn, upon oath, deposes and says:

1. I am the Deputy Regional Administrator of Region IV, Department of Housing and Urban Development, a Department of the Executive Branch of the United States. In the absence of Francis D. Fisher, Regional Administrator, Region IV, Department of Housing and Urban Development, I serve as the Acting Regional Administrator.

2. As Regional Administrator, Francis D. Fisher has general supervision over the administration of the various programs of the Department of Housing and Urban Development in Region IV thereof which Region includes, among other states, the entire State of Illinois. His supervision of this function is by virtue of various Organizational Orders and Delegations of Authority from the Secretary of the Department of Housing and Urban Development.

3. The information set forth below has been compiled by the Regional Office staff of Region IV in accordance with and pursuant to my direction for the purposes of providing this Court with updated information with respect to (1) events relating to the Chicago Housing Authority since the entry of the Judgment Order in the case of Dorothy Gautreaux, Odell Jones, Doreatha R. Crenchaw, Eva Rodgers, James Rodgers, Robert M. Fairfax and Jimmie Jones, Plaintiffs, v. The Chicago Housing Authority, a corporation, and C. E. Humphrey, Executive Director, Defendants, Civil Action No. 66 C 1459; and (2) other efforts on the part of the Department of Housing and Urban Development (HUD) to advance the purposes of desegregation and low income housing production.

I. Events related to the Chicago Housing Authority

(a) The Chicago Housing Authority received a program reservation from HUD for 3,000 units, 1500 family and 1500 elderly, on September 8, 1969. The Authority submitted to HUD a list of proposed sites for the family units, which would support approximately 2000 units. These sites are all in the "general public housing area". The Regional Office found acceptable sites for approximately 1300 units and identified additional sites, for CHA's consideration, which were not included in the Authority's list. Sites submitted by CHA for approximately 700 units were found by the Regional Office to be unsuitable. The remaining sites for 1300 units should be sufficient for implementation of the 1500 unit reservation, since the remaining 200 units can be built in the limited public housing area. CHA has not formally submitted a development program for either the family or elderly units. The proposals must be approved by the City Council before formal submission to HUD.

(b) The Cook County Housing Authority received a program reservation from HUD for the unincorporated areas of the county for 1500 family and 500 elderly units, on September 3, 1969. The Authority has not as yet submitted a development program.

(c) The Chicago Housing Authority received approval for 20 million dollars of modernization funds in May 1968. Initial funding was approximately $10 million (allocated September 30, 1968) and the remaining $10 million was allocated June 30, 1969. The Authority is proceeding satisfactorily with this modernization effort.

(d) The Chicago Housing Authority has 2500 units under contract under HUD's Section 23 leasing program. As of March 1, 1970, 2156 of these units were leased, with a racial breakdown of 1760 white families and 396 black families. Approval has been given by Judge Austin to lease 250 units at Cottage Grove, within the limited public housing area. HUD has agreed, by letter, to provide the Chicago Housing Authority with 350 additional units under the leasing program.

(e) HUD has received and accepted a study by the Real Estate Research Corporation of Chicago to design criteria for selecting housing sites for low and moderate income households in certain parts of the Chicago area. The areas considered cover the County of Cook, including the City of Chicago and a tier of townships adjacent to that county exclusive of those in Indiana. This report will provide a basis for providing a significantly increased volume of low and moderate income housing throughout the Chicago area. HUD Regional staff is currently investigating alternative methods for pursuing the second stage of searching for actual sites, i.e., identifying appropriate areas and suitable specific sites in the metropolitan area.

(f) HUD is attempting to involve the state of Illinois in joint efforts to approach the problem of low and moderate income housing on a metropolitan Chicago basis. As a first step, the Illinois Housing and Development Authority participated with HUD and CHA in the sponsorship of the design study by the Real Estate Research Corporation.

(g) The Northeastern Illinois Planning Commission (NIPC), funded under HUD's Section 701 Planning Program, has in its work program undertakings which should increase housing opportunities for low and moderate income families:

(1) A review of all buildings and zoning codes in six northeastern Illinois counties, to determine where restrictions exist which unreasonably raise the cost of housing, thus excluding low and moderate income families;

(2) Performing a clearing house function for non-profit and other developers of low and moderate income housing, including cataloguing sources of financing and technical assistance.

(h) (SEE BELOW)

II. Other HUD efforts to advance the purposes of desegregation and low-income housing production

(a) HUD contracted with the Leadership Council for Metropolitan Open Communities in 1968, funding the organization's efforts to assist Black homeseekers to obtain housing accommodations outside the ghettos of the metropolitan area. The Leadership Council's original proposal to HUD contemplated placing minority families in non-ghetto housing by any means, while the contract currently in effect focuses on "working with the minority home-seekers and a black real estate board to change the practices of real estate boards and multiple listing services in white communities with the aim of filing legal action in the Federal District Court and complaints with HUD in instances where discrimination is found".

(h) The Court-Ordered tenant-assignment plan has been in effect since February 1, 1970.

(b) On March 24, 1969, complaints charging discrimination against Negro homebuyers were filed with HUD against 14 west suburban real estate brokers. HUD's Equal Opportunity Office investigated the matter and turned over its fundings to the Justice Department for prosecution. The Justice Department filed suit on July 14, 1969, against the West Suburban Board of Realtors of Cook County, Illinois, under Sections 804 and 806 of the 1968 Housing Act, alleging: (1) the existence of a pattern of practice of resistance to open housing and (2) charging that Negroes were denied access to multiple listing services.

The litigation was resolved by a consent decree, under which the West Suburban Board of Realtors agreed to: (1) allow blacks into membership in the multiple listing service, by giving access to the Realty Board, and (2) refrain from violating Title VIII of the 1968 Housing Act.

(c) HUD's Equal Opportunity Office is processing approximately 60 complaints of discrimination in the sale or rental of housing in the City of Chicago, under Title VIII of the 1968 Housing Act. In addition, this Office is investigating approximately seven complaints from suburbs of Chicago under the same statute.

(d) HUD's Equal Opportunity Office has investigated the case of a developer in Aurora, Illinois, who has bid on a public housing "turnkey" project but was previously placed on the FHA sanction list for refusing to rent or sell his FHA-insured units to Negroes. A conciliation agreement has been signed, which affects all of the developer's holdings and in which he agreed to an affirmative action program in employment and the development of a tenant selection plan in conformity with Title VIII for this and future projects.

The Equal Opportunity Office has developed broad language which is being used on turnkey developers' disclosure statements in order to discover possible civil rights violations.

(e) HUD's Equal Opportunity Office is rendering technical assistance to the City of Chicago in regard to its Commission on Human Relations. As a result of experience with the Chicago Model Cities program, HUD discovered several parts of the Commission's governing ordinance which could be strengthened. HUD's EO Office is giving assistance to the city in recommending appropriate amendments to this legislation which will strengthen the Commission's role.

(f) Aurora has 43 units under contract under HUD's Section 23 leasing program and as of March 15, 1970, all 43 units were leased. The approximate racial breakdown of the tenants was 27 Black, 11 White, and 5 Spanish-American.

Elgin has 50 leased units under contract. As of December 30, 1969, 25 were leased and the racial breakdown was 9 White, 15 Black, and 1 other.

Evanston has 100 units under contract. Two of these units have been leased, but most will be leased during 1970.

(g) Under Section 221(d)(3) of the 1961 Housing Act, HUD has assisted in the development of approximately 7,374 units of low and moderate-income cooperative and rental housing in Chicago and 6,699 of such units in the area surrounding Chicago. Although this program was initiated in 1961, most of the construction has been in the last several years (breakdowns of all subsidized programs by individual project are available if needed).

(h) Allocations for development of low and moderate-income rental housing under Section 236 of the 1968 Housing Act have been made as follows: (a) Chicago - 1,934 units; (b) Chicago area outside the city - 1,115 units. Some of these projects are already under construction and several more will be under construction very shortly.

(i) Allocations for development of low and moderate-income housing under Section 235 (home ownership) of the 1968 Housing Act have been made as follows: (a) Chicago - 1,063 units; (b) Chicago area outside the city - 4,179 units. Some of these projects are already under construction and several more will be under construction very shortly.

(j) HUD has been able to secure acceptance by the City of Evanston of the rent supplement program as a relocation resource in cases of public displacement.

Don Morrow

DON MORROW
Acting Regional Administrator, Region IV
Department of Housing and Urban Development

City of Chicago)
) SS.
County of Cook)

Subscribed and sworn to before me this 24th day of March 1970.

Norman S. Josepl
Notary Public

My Commission expires
Jan. 13, 1971

HUD

① 10 days
② rely reply + CBA

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

DOROTHY GAUTREAUX, et al.,

Plaintiffs,

v.

GEORGE W. ROMNEY, Secretary of the Department of Housing and Urban Development of the United States,

Defendant.

NO. 66 C 1460

NOTICE OF MOTION

TO: Mr. Alexander Polikoff
Attorney for Plaintiffs
231 South LaSalle Street
Chicago, Illinois 60604

Mr. Ellis A. Ballard
Attorney for Amicus
Chicago Bar Association
29 South LaSalle Street
Chicago, Illinois 60603

PLEASE TAKE NOTICE that on Wednesday, April 15, 1970, at the opening of Court or as soon thereafter as counsel may be heard, I will appear before Judge Richard B. Austin in the courtroom usually occupied by him in the United States Courthouse, 219 South Dearborn Street, Chicago, Illinois, or before such other judge who may be sitting in his place and stead, and then and there ask leave to file instanter (1) an additional affidavit of Don Morrow in support of defendant's pending motion to dismiss and alternative motion for summary judgment and (2) its reply to the brief of the amicus Chicago Bar Association, copies of which are attached hereto.

At which time and place you may appear if you see fit.

THOMAS A. FORAN
United States Attorney

JBS:meh:jlw

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

being first duly sworn on oath deposes and says that he is employed in the Office of the United States Attorney for the Northern District of Illinois; that on the _____ day of April, 1970, he placed a copy of the foregoing notice, together with a copy affidavit and a copy of reply to brief referred to therein, in a Government franked envelope addressed to each of the above named individuals, and deposited envelopes in the United States mail chute located in the United States Courthouse, Chicago, Illinois, on said date at the hour of about 3:30 P.M.

_____

SUBSCRUBED AND SWORN to before me
this _____ day of April, 1970

_____
NOTARY PUBLIC

JBS;meh