


AGENDA

Winnipeg's Contemporary Dancers
BOARD OF DIRECTOR'S MEETING
7:30 p.m. Wednesday January 1983.

- 
- ① Approval of minutes
 - ② Business arising from the minutes
 - ③ President's Remarks
 - ④ Administrative Director's Report
 - ⑤ Artistic Director's Report
 - ⑥ Financial Report
 - ⑦ Touring
 - ⑧ Winnipeg Foundation Funding
 - ⑨ City of Winnipeg Funding
 - ⑩ Fund Raising
Development Committee Report
 11. In Camera Session:
 12. Other Business
 13. Adjournment

100-100

100-100

112

100-100

Jan. 15, 1983

To the Board of Directors, Winnipeg's Contemporary Dancers

In accepting the Board's proposal that I become Founding Artistic Director, I realize that a new relationship will exist between me and the company. I will be in the unique position of working both inside and outside of the company, that is, with the dancers and professional program students as well as with the Board of Directors. I feel that as Founding Artistic Director I will be able to have an overview of the company's operation, and act in the capacity of an advisor, consultant, and long-term planner.

Because artistic and administrative decisions and the day to day running of the company will no longer be done by me, I hope to direct my creative energy towards making better dances, teaching better classes, and submitting for consideration innovative ideas for the repertoire and programming, for the professional program and school, and for the continued growth in quality of the company.

I will try to be especially flexible and objective in dealing with artistic matters, since it will be necessary for me to step back from being responsible for artistic decisions. It is in this spirit that I would like my proposal for the position of Founding Artistic Director to be considered.

Rachel Browne

Does the C.C. know?
Repertoire Company $\textcircled{D} \neq \textcircled{1} \neq \textcircled{1} \neq \textcircled{1}$
Rosale Goldstein Papers

Jan. 19, 1983

A Proposal for the Position of Founding Artistic Director

Title: Founding Artistic Director

Terms: Tenure: lifetime

Salary as at present. Increases or adjustments to be negotiated with the President & the Board of Directors.

To be appointed to the Board of Directors.

To become a member of the Development Committee.

To become a member of the Search Committee for an Artistic Dir.

To be responsible to the President & the Board of Directors

To be listed as Founding Artistic Director on programs & printed matter.

Job Description: I have drawn up my job description in consultation with the President of the Board & the Chairperson of the Development Committee.

In order to make use of my abilities & to provide me with a challenging & fulfilling role in the company, my job will include work in the following areas:

1. Choreographing - Dancing

I will have the opportunity to choreograph & dance for the company at least once a season.

2. Teaching - Rehearsing

I will make myself available to the company as a teacher, & teach once or twice a week or more often if necessary.

I will also make myself available to rehearse some of the dances in the repertoire.

3. Participating in Artistic Planning

I will act as a consultant on all artistic matters for the company, including, but not limited to the repertoire, programming, touring, guest teachers.

4. I will act as supervisor of the Professional & the School programs, & will teach & choreograph for the Professional program on a regular basis.

Jan. 19, 1955

A Proposal for the Revision of the Board of Directors

Editor: The Board of Directors

Dear Sirs:

I have the honor to acknowledge the receipt of your letter of the 14th inst. regarding the proposed revision of the Board of Directors.

It is noted that the Board of Directors is composed of the following members:

To become a member of the Board of Directors, one must be a resident of the State of New York.

It is also noted that the Board of Directors is composed of the following members:

To become a member of the Board of Directors, one must be a resident of the State of New York.

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To become a member of the Board of Directors, one must be a resident of the State of New York.

In the event that the Board of Directors is revised, it is suggested that the following members be included:

The following members are suggested for the Board of Directors:

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In order to make use of the Board of Directors, it is suggested that the following members be included:

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I will make myself available to the company as a teacher, and will also make myself available to the company as a teacher.

I will also make myself available to the company as a teacher, and will also make myself available to the company as a teacher.

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5. Additional Projects

- a. I will assist in specific areas such as fund raising & touring, in consultation with the Executive Director.
- b. I will act as a representative for the company when required.
- c. I will travel to observe & make contact with choreographers, teachers, & other modern dance companies. The budget & agenda for these trips will be presented for approval by the Board of Directors.
- d. I will undertake special projects (some of which I have already begun) such as arranging for a book to be written about the company, collecting archival material on the co. & arranging for feature articles to be written about the co., in consultation with the Executive Director.

Summary: I recognize that the Artistic Director, in consultation with the Development Committee, will make artistic decisions & that the Executive Director in consultation with the Board will make administrative decisions.

As Founding Artistic Director I will act as an advisor & consultant in the artistic & administrative areas, & will participate in specific projects in consultation with the Artistic & Executive Directors.

I will continue to exercise objectivity & care in all matters relating to the company.

Rachel Browne

Rachel Browne

3. Additional Projects

- a. I will assist in specific areas such as fund raising & reporting in consultation with the Executive Director.
- b. I will act as a representative for the company when requested.
- c. I will travel to observe & make contact with choreographers, teachers, & other dance companies. The budget & agenda for these trips will be presented for approval by the Board of Directors.
- d. I will undertake special projects (some of which I have already begun) such as arranging for a book to be written about the company, collecting archival material on the company, & arranging for future articles to be written about the company in consultation with the Executive Director.

Summary: I recognize that the Artistic Director, in consultation with the Development Committee, will make artistic decisions & that the Executive Director in consultation with the Board will make administrative decisions.

In formulating Artistic Director I will act as an advisor & consultant in the artistic & administrative areas. I will participate in specific projects in consultation with the Artistic & Executive Directors.

I will continue to exercise objectivity & care in all matters related to the company.

Robert Brown

Robert Brown

Rick Muller,
President,
Board of Directors
Eng.'s Contemporary Dancers

Jan. 28, 1983

Dear Rick,

After careful consideration of the Board's request that I stay on as Artistic Director until a new Artistic Director is appointed, I have decided in favour of this plan.

In this position I will continue to take full responsibility for the overall artistic operation of the company.

I will be meeting with Steph. & Eve, & also with the dancers to clarify my position in view of the previous announcements made re: Steph. being appointed as acting artistic director & me immediately becoming Founding Artistic Director.

Because Steph., Eve., & the dancers have been working closely together, (while I was less active & was focusing my attention on the terms of my new position as Founding Art. Dir.) I will use discretion & good judgement in not disrupting projects which they have already begun.

For your information I am also enclosing a copy of a memo given to Steph. outlining her responsibilities as I see them, in this interim period.

Sincerely,

Rachel Browne

Rachel Browne

Copies sent to Moti, Ron, Steph, Eve.

P.S. At Moti's request I have placed ads seeking a new artistic director in 3 major dance publications. The ads will be appearing in the March or April issues.

MEMO

TO: Stephanie

DATE: Jan. 28, 83'

FROM: Rachel

RE: Artistic Responsibilities

Since I have decided to follow the wishes of the Board & remain as Artistic Dir. until a new Art. Dir. is appointed, in this interim period I see your responsibilities as follows:

1. Liaison with the production & promotion departments.
2. The overall scheduling.
3. Full responsibility for the Manitoba tours in Feb. & May.
4. Working with me on matters relating to classes, rehearsing repertoire, & bringing back Dan Wagoner & Gary Masters.
5. Working with me on programming for the Eastern tour & the Spring home shows, & meeting with the Development Comm. on these
6. Working with me & the Development Committee to plan next matters. season's home shows.
7. Working with me on additional artistic planning for next season such as touring, a N.Y. season, auditions, & other related matters.

Rachel Broune

W

Rachel^{be} asked to discuss letter of
resignation w/ Steph. + to resolve
conflicts -

The Bd. acknowledges R + C's recomm.
that Steph.'s Resig. ~~not~~ be accepted
until Steph. & R. have thoroughly
discussed Steph.'s ~~resignation~~ ^{reconsideration}
of her resignation.

MEMO

TO: Stephanie Ballard

DATE: Feb. 4, 1983

FROM: Rachel Browne

RE: Withdrawing letter of
resignation.

Dear Stephanie,

In view of the difficulties the company faces because of the dancers' problems in working with me, I am urging you to reconsider your decision to resign. Because I want the company to complete the season with your important input as well as mine, I am willing to compromise somewhat from the position I took in my letter to the President of the Board on Jan. 28/83. - Here is my proposal:

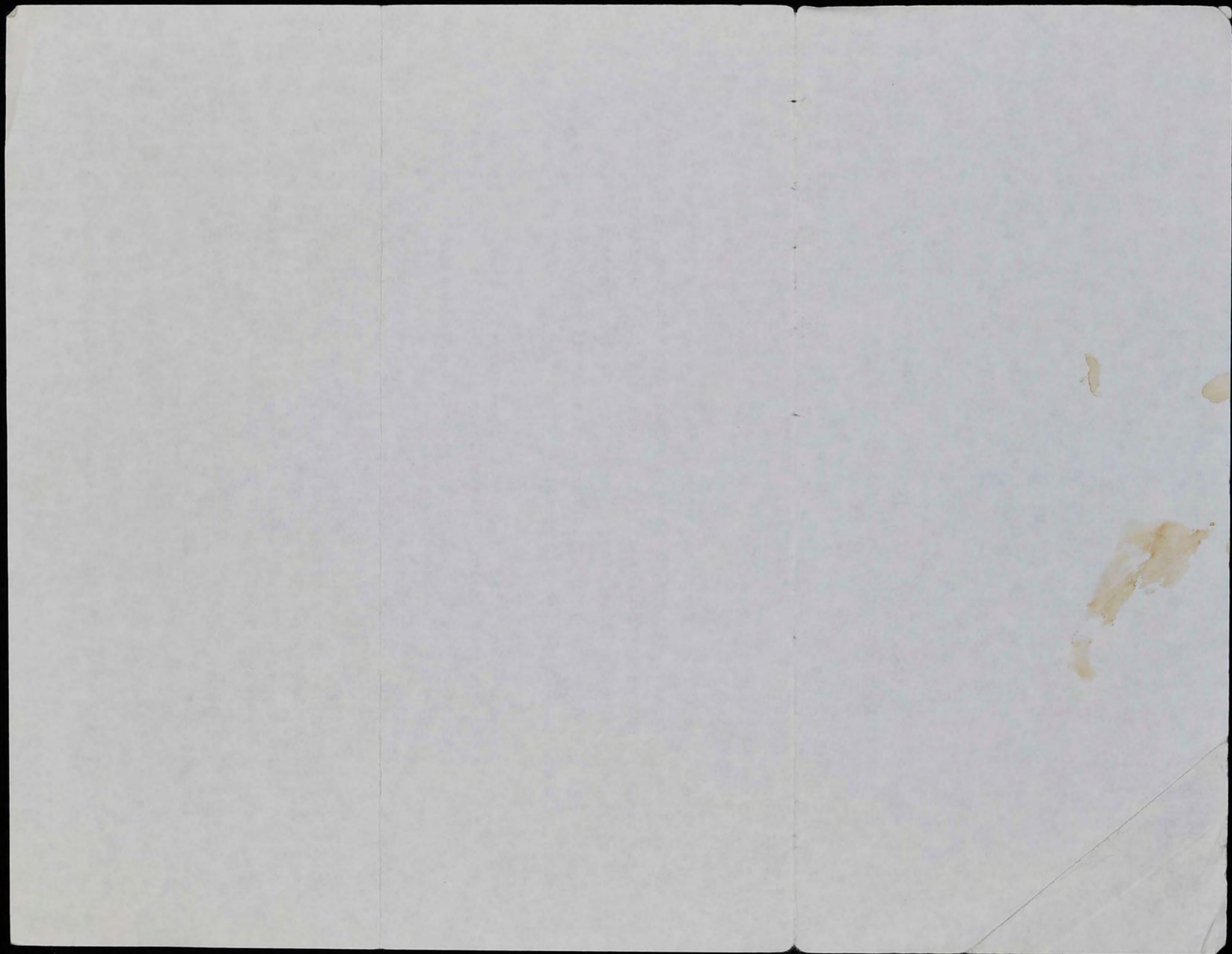
I remain as Artistic Dir. until a new Artistic Dir. is appointed. In this interim period I see your responsibilities as follows:

1. The management & decisions concerning the dancers' rehearsals & classes in discussion with me.
2. Artistic decisions re: the Eastern & Man. tours with the proviso that a dance choreographed by me & of my choice, be included in all performances of Program B.
3. Artistic decisions re: the Spring home show with the proviso that a dance choreographed by me, & of my choice, be included in the program on every eve. of the run of the show.
4. Planning next year's season for presentation & discussion with me, & with the Development Committee.

I would also like to join the Board of Directors in inviting you to apply for the position of Artistic Director.

Sincerely,
Rachel Browne
Rachel Browne

2nd floor, 444 river avenue, winnipeg, manitoba, canada R3L 0C7, telephone (204) 452-1239



Agreement made this day of between
Contemporary Dancers Canada, and Rachel Browne, on
the position of Founding Artistic Director.

Contemporary Dancers Canada agrees to:

- a. Pay Rachel Browne a lifetime honorarium of \$5,000. annually as a consultant. The payment of \$5,000. is the minimum amount Ms. Browne is to receive, and it will be reviewed every two years with the possibility of being revised upward.
- b. Commission Rachel Browne to choreograph a minimum of onecreative performance project (a work for the repertoire or for a special event)... annually for the Company, for a fee of \$3,000. The payment of \$3,000. will be reviewed every two years in order to keep it in line with fees paid to other comparable choreographers. ✓
- c. Appoint Rachel Browne to the Board of Directors as a lifetime honorary member.
- d. When Rachel Browne is no longer able to choreograph for the Company, (when clause b. is no longer in effect), she shall be paid an additional lifetime pension of \$3,000. annually.

Rachel Browne
Founding Artistic Director

Ron Keenberg
President of the Board of Directors
Contemporary Dancers Canada

Please note: This agreement is subject to ratification
by the Board of Directors of Contemporary Dancers Canada.

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Founding Artistic Director

The Executive of the Board recommends that Rachel Browne receive

- a) \$5,000 perpetual honorarium annually
- b) \$2,500 for on choreographed dance per year
- c) An office at our place of business for the duration of our present lease. This is to be reviewed in the future.
- d) Rachel Browne will appear on all printed matter as Founding Artistic Director
- e) The Founding Artistic Director will be a non voting member of the Board.

Rachel is not totally in agreement with the Executive's proposal. Paul Walsh offered to act as an intermediary between Rachel Browne and the Executive. Tentative meeting scheduled with those involved, May 11th - Lunch.

Contracts - Artistic Director's and Executive Director

A committee was formed to make recommendations regarding contracts - Moti Shojania, Ron Keenberg and Paul Walsh to sit on this committee.

It was moved by Paul Walsh and recorded by M. Lloy that contract recommendations be completed by May 31/84 with signed contracts completed by June 30/84

May Home Show -

Mr. Evans

hopes that all Board Members will attend the opening night on May 16th (a Wednesday). We hope to have some special entertainment at intermission and a reception afterwards for the Company.

Next Meeting - June 5th CONFIRMED

Meeting adjourned at 10:00 p.m.

Executive Committee Report

The Executive Committee of the Board recommended that Rachel prepare a report on the progress of the work of the committee during the year 1983. The report should be prepared in the form of a letter to the Board and should be submitted to the Board at the next meeting. The report should also be made available to the public. The Board has agreed to the recommendation of the Executive Committee and has authorized the Executive Director to prepare the report.

The Board has also agreed to the recommendation of the Executive Committee that the Executive Director should be authorized to enter into a contract with the University of California, San Diego, for the purpose of conducting research on the effects of the environment on the health of the population. The Board has also agreed to the recommendation of the Executive Committee that the Executive Director should be authorized to enter into a contract with the University of California, San Diego, for the purpose of conducting research on the effects of the environment on the health of the population.

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Meeting adjourned at 10:00 p.m.

CONTEMPORARY DANCERS CANADA

NEXT

BOARD MEETING

ON

WEDNESDAY, FEBRUARY 13, 1985

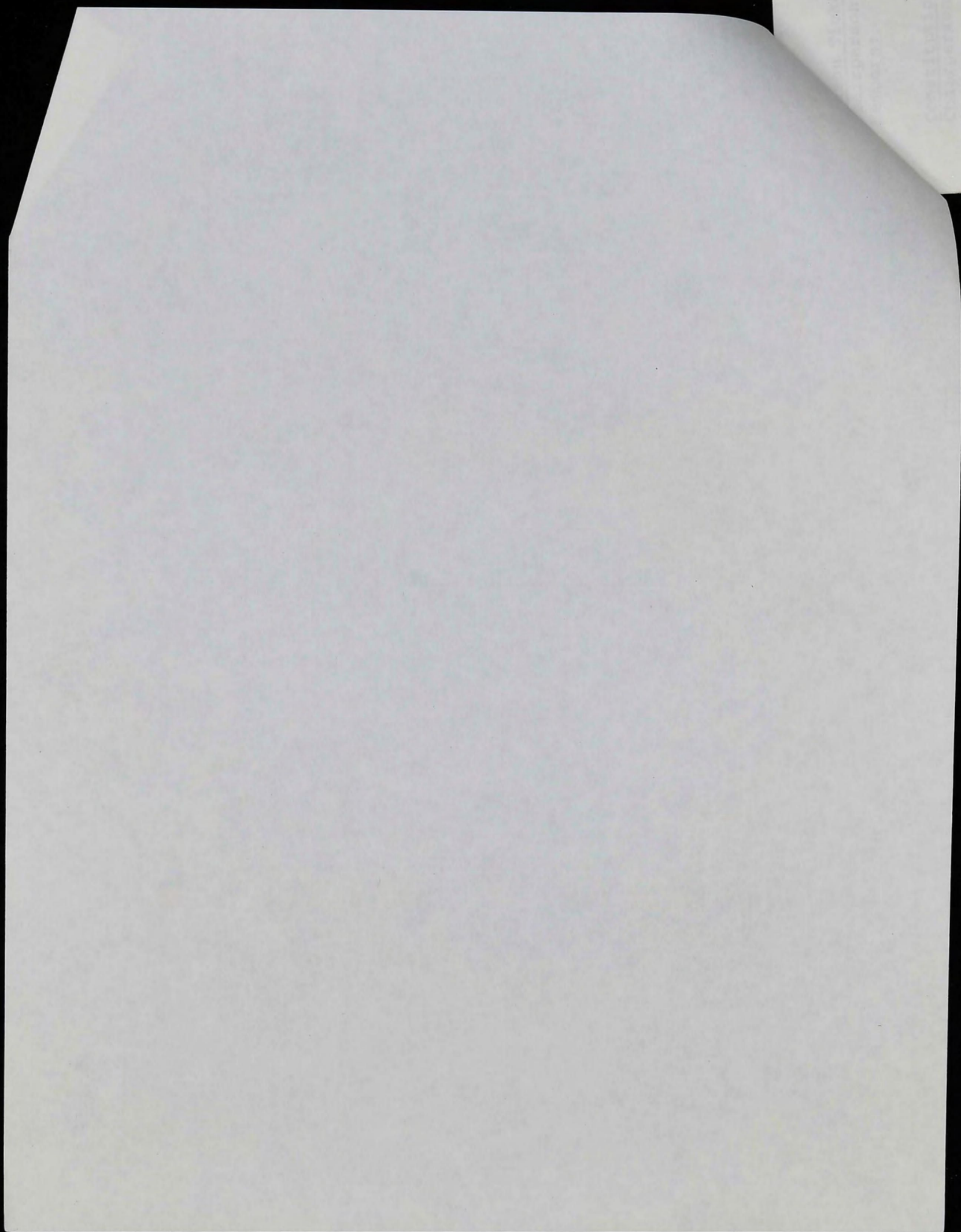
Main Floor, Guild Hall

444 River Ave. Winnipeg, Manitoba

at 7:30 p.m.

R.S.V.P.

Molly Banfield
February 11, 1985
452-1239



MINUTES

BOARD OF DIRECTORS MEETING - JANUARY 23, 1985

CONTEMPORARY DANCERS CANADA - 7:30 P.M.

In Attendance

Ron Keenberg
Tedd Robinson
Evelyn Polish
Jim Cameron
Holly Keenberg

Randy Newman
Barbara Mills
Karla Berbrayer
Jan Sylvestre
Marge Fletcher

Brenda Brand
Dena Decter
Rachel Browne
Marie stratton
Moti Shojania

- Moved by M. Fletcher that minutes from Annual General Meeting be approved as distributed, seconded by M. Shojania - carried.

- No business arising.

- The Executive Director announced confirmation of funding from the Department of Communications for the Festival of Canadian Modern Dance. The Festival proposal was distributed for review and comment. A discussion followed regarding the performers, dates and locations.

- The Artistic Director reported that the Dance Experience performances held at the Gas Station theatre were very successful. Ruth Cansfield was to be commended for efforts as the producer of the show. The Company performed in Dauphin January 19, 1985 to an audience of approximately 300 people. The Company is currently completing an AIS Tour of 9 communities.

- Financial Report: Evelyn Polish discussed the company's financial position as of December 31, 1984. This information has been discussed in detail with Dale Magnus and Ron Keenberg. The year end projection at this point in time is a balanced budget. This will be a difficult task as the second half of the season is the busiest time for the Company and expenses run high. Expenses are being monitored on a weekly bases to ensure constant control.

- The following committees, committee chairpersons and committee members were formed.

Home Show Events/Reception committee

Chairperson: Joanne Unrah

Members: Holly Keenberg
Randy Newman
Moti Shojania

Moti Shojania offered to head up a sub-committee to arrange the Festival of Canadian Modern Dance receptions etc.

SEE OVER RE: MY CONTRACT

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Chairperson:
Members:

Constitutional
Chairperson:

School of Cont
Co-Chair

Season Ticket Committee
Chairperson: Barb Mills
Members: Dena Decter
Moti Shojania


Constitutional Review Committee
Chairperson: Marge Fletcher

School of Contemporary Dance Canada Expansion
Co-Chairpersons: Marie Stratton
Holly Keenberg
Member: Brenda Brand

Twin City Committee
Chairperson: Brenda Brand

Other members of the Board not in attendance will be asked for some assistance on these committees.

- Fundraising: Rachel Browne reported on the current status of the Fundraising campaign. She requested assistance from Board Members re: phone solicitation and help with personal visits.

 - Rachel Browne's Contract: Moti Shojania moved that the contract be adopted as presented to the Board (see attached). Seconded by Dena Decter. Motion was approved and passed.

- Next Meeting - Wednesday - February 13, 1985 at Contemporary Dancers Studio - 7:30 p.m.

- Meeting adjourned.

Agreement made this 23rd day of January between Contemporary Dancers Canada and Rachel Browne, on the position of Founding Artistic Director.

Contemporary Dancers Canada agrees to:

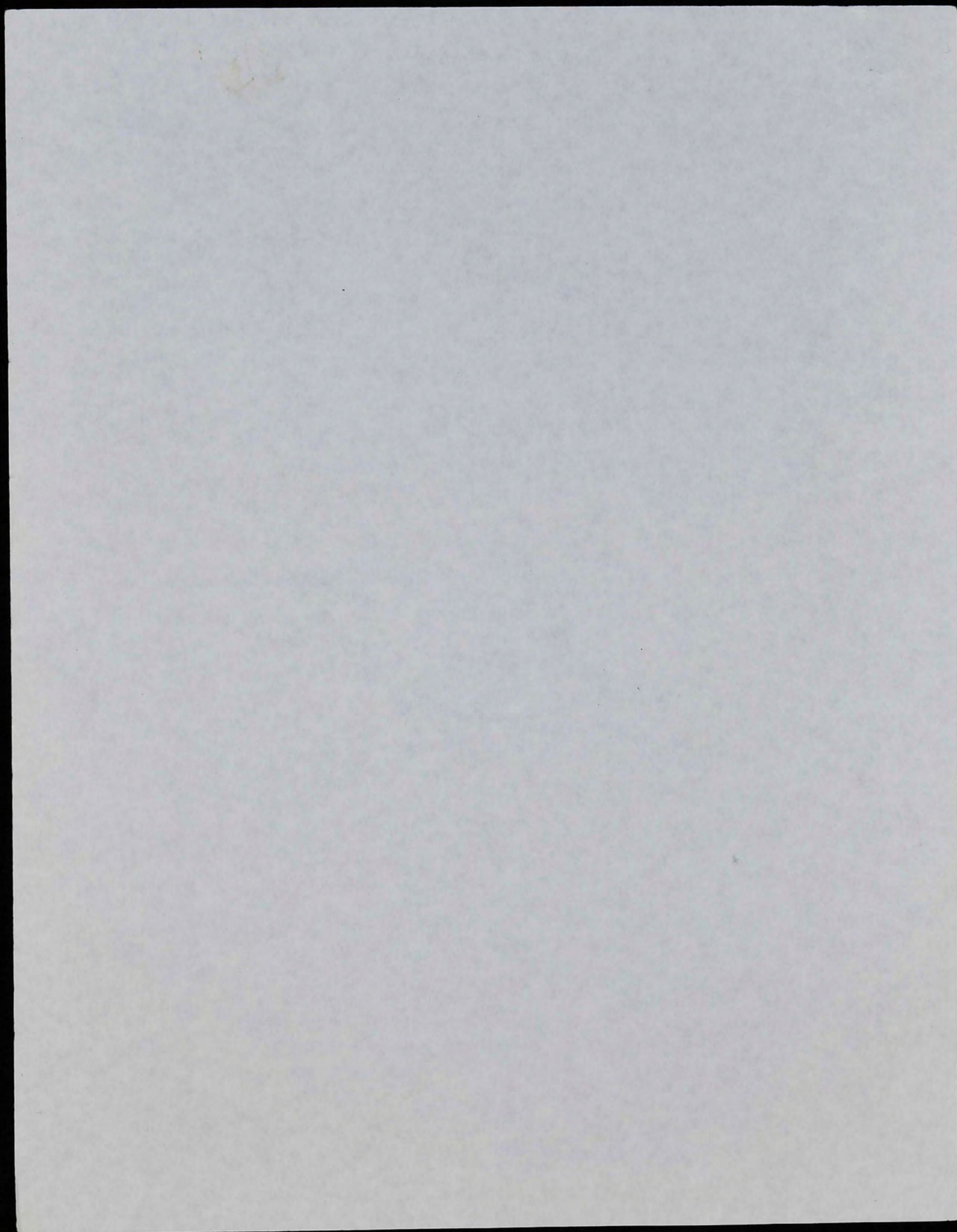
- a. Pay Rachel Browne a lifetime honorarium of \$5,000. annually as a consultant.
- b. Commission Rachel Browne to choreograph a minimum of one...creative performance project (a work for the repertoire of for a special event)...annually for the Company, for a fee of \$3,000.
- c. appoint Rachel Browne to the Board of Directors as a lifetime honorary member.
- d. When Rachel Browne is no longer able to choreography for the Company, (when clause b. is no longer in effect), she shall be paid an additional lifetime pension of \$3,000. annually.
- e. This agreement is contingent on Contemporary Dancers being in existence as an Operating company. The Board of Directors of the existing Company and Government Funding Bodies are not liable to honour this agreement if the company ceases to exist.

Passed at a Bd. of Directors Meeting.
In official minutes.

1985
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repertoire of for a special event)...annually for the
Company, for a fee of \$3,000.
- c. appoint Rachel Browne to the Board of Directors
as a lifetime honorary member.
- d. When Rachel Browne is no longer able to
choreography for the Company, (when clause b. is no
longer in effect), she shall be paid an additional life-
time pension of \$3,000. annually.
- e. This agreement is contingent on Contemporary
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- c. Appoint Rachel Browne to the Board of Directors as a lifetime honorary member.
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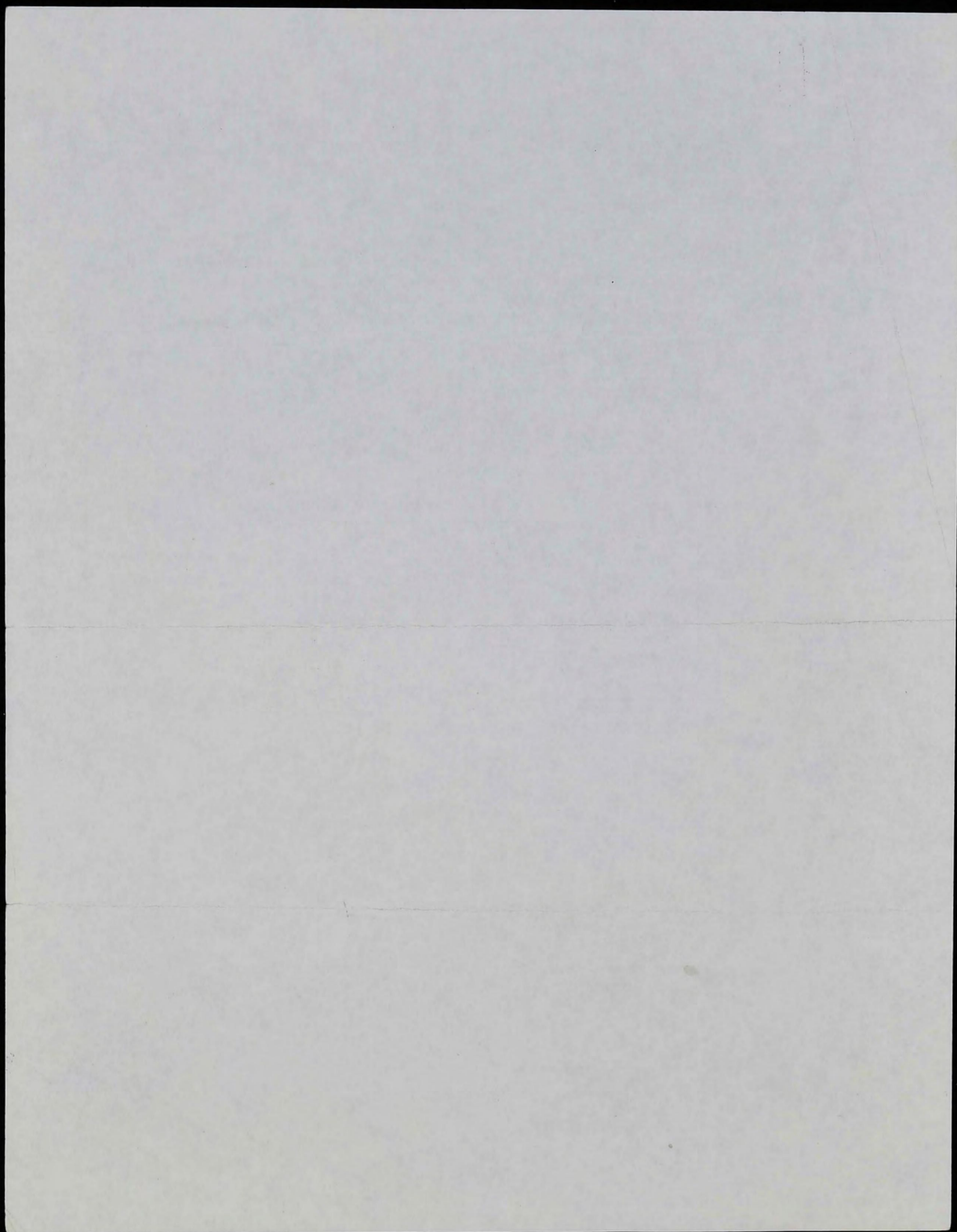
Rachel Browne

Rachel Browne
Founding Artistic Director

Ron Keenberg
President of the Board of Directors
Contemporary Dancers Canada

Please note: This agreement is subject to ratification
by the Board of Directors of Contemporary Dancers Canada.

*add, appear on all printed matter
as F A D.*



August 30, 1985

Rachel Browne
Founding Artistic Director
Contemporary Dancers Canada

Dear Rachel:

As per our discussion you will receive your
Founding Artistic Director's honorarium of
\$5,000. on September 13, 1985. Also, you will
receive a choreographers fee for the creation of a new
work on June 1, 1986.

Other fees for service for the Company are to be
negotiated as they arise.

Sincerely,

CONTEMPORARY DANCERS INC.

Evelyn Polish
Executive Director

EP/mb



Contemporary Dancers Canada

444 River Avenue (2nd Floor) Winnipeg, Manitoba R3L 0C7 Phone: (204) 452-1239

April 30, 1985

Rachel Browne
Contemporary Dancers Canada

Dear Rachel:

Re: Additional **S**alary Request

I would like to remind you of our original agreement regarding remuneration for this Season.

1. \$5,000 Honorarium
2. \$3,500 Choreography
3. \$14,000 Fund Raising and other duties as outlined

Rather than have these amounts paid in lump sums you asked to be paid on a weekly basis. This worked out to \$430.00 per week for a period of 52 weeks. Start date of this agreement was July 2, 1984 until June 28, 1985.

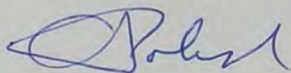
Also we discussed a bonus payment of increments of \$1,000. up to \$3,000. for attaining 3 increasing levels of Fundraising. At this point in time our projections indicate \$60,000. in Fundraising which is well over your goal of \$45,000. Therefore, I am happy to pay you a bonus of \$3,000 as of June 1, 1985.

Although we did not discuss holidays your request for 4 weeks within the 52 week period, July 1985 to June 86 will be agreed to once advised of the dates you plan on being away.

*Two weeks paid holidays. Also, it really isn't necessary to remind me of the extra time and effort you have put into Fundraising. It is apparent based on the results you have achieved and we are all appreciative of this achievement.

Sincerely,

CONTEMPORARY DANCERS INC.



Evelyn Polish
Executive Director

EP/mb

*April 15 to April 26, 1985

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3,500
5,000
3,000

~~25,500~~
- 8,860
24,640

less

430
x 52
860

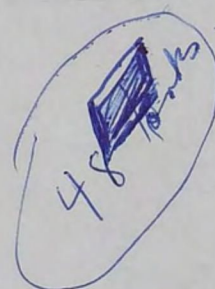
21,500
22,360

+ 3
25,360

14

Respond
by letter
re: overtime
VS: 4 weeks

first figure
it out &
ask her.



September 5, 1985

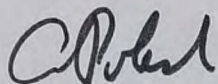
Ron Keenberg
Ikoy
396 Assiniboine Ave.
Winnipeg, Manitoba
R3C 0Y1

Dear Ron:

Further to our discussion regarding the lifetime honorarium for Rachel Browne. I understand that this honorarium is to be paid on an annual basis and is not contingent on Rachel being here or providing any services for the company.

Sincerely,

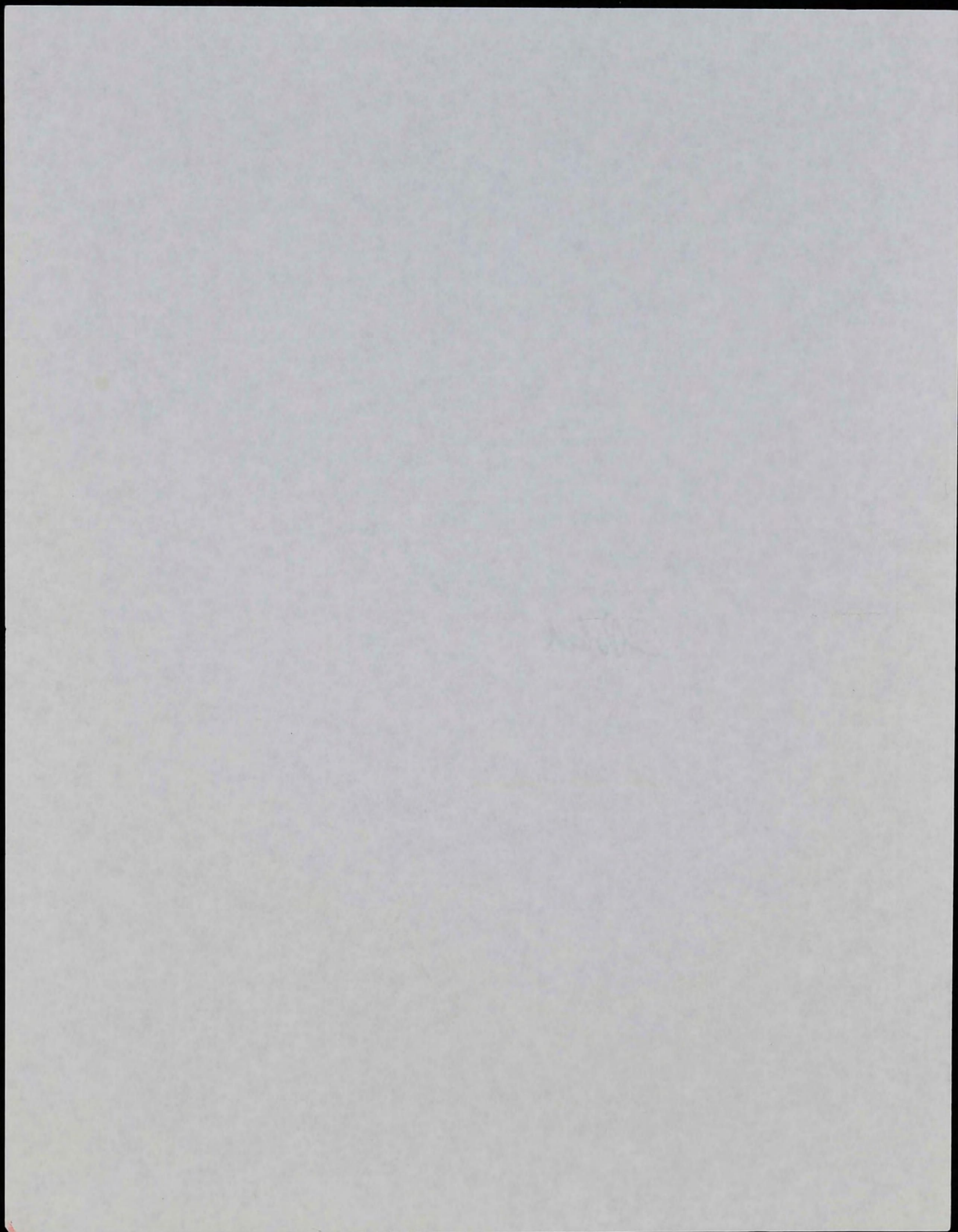
CONTEMPORARY DANCERS INC.



Evelyn Polish
Executive Director

EP/mb

cc: Rachel Browne



Contemporary Dancers Canada

109 Pulford Street Winnipeg, Manitoba R3L 1X6 Phone: (204) 452-1239

August 8, 1986

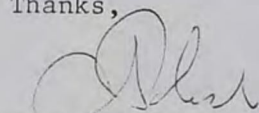
Rachel Browne

Dear Rachel.

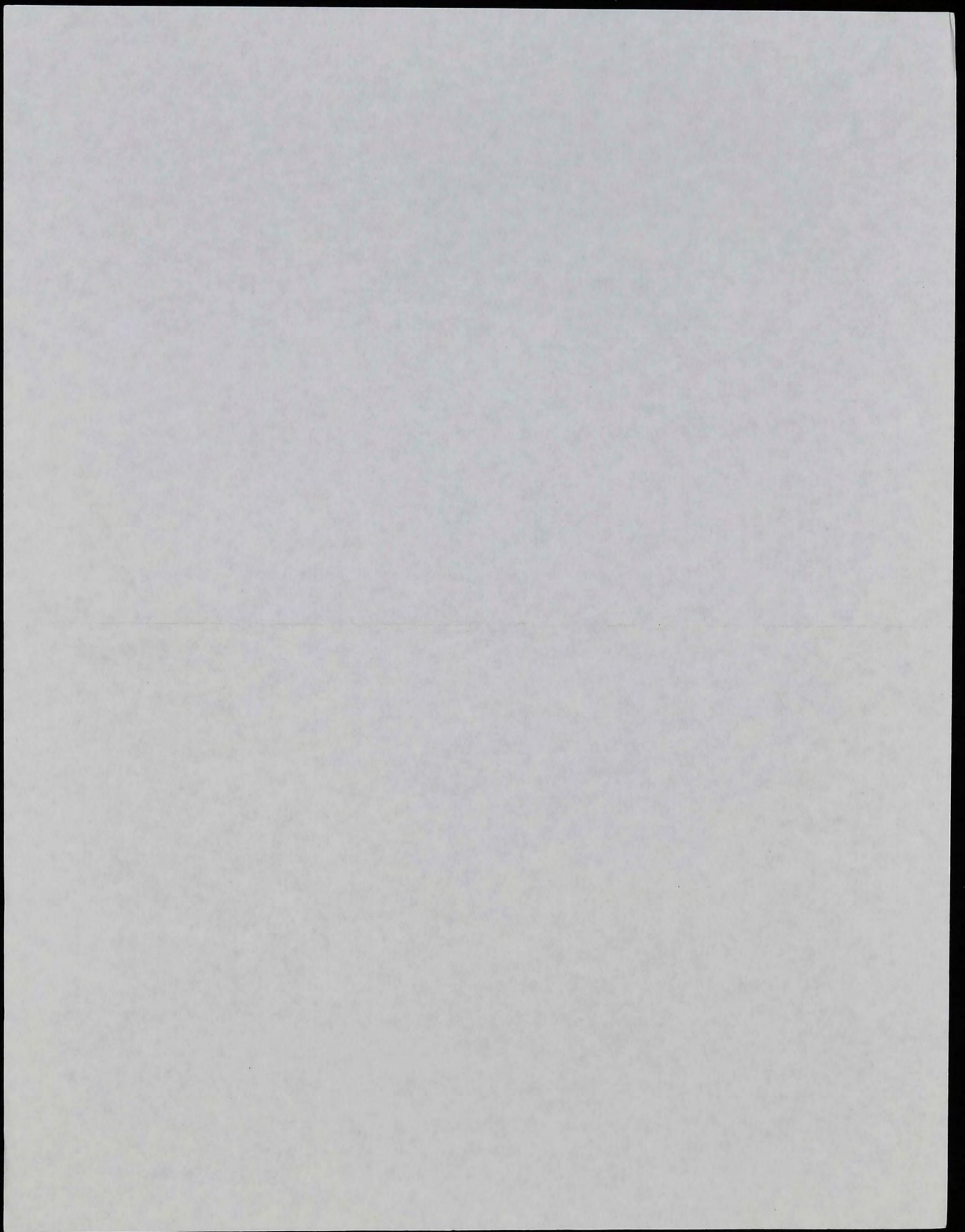
This letter is to confirm your request for payment of your Founding Artistic Director honorarium of \$5,000 on September 5/86 and choreographers fee of \$3,000 on January 2/87.

Please advise our Office Manager prior to these dates so that a cheque can be issued.

Thanks,



Evelyn Polish



August 15/89

Eve Polish
Gen. Hqr.
Contemporary Dancers

Eve,

I would appreciate receiving
my honorarium as follows:

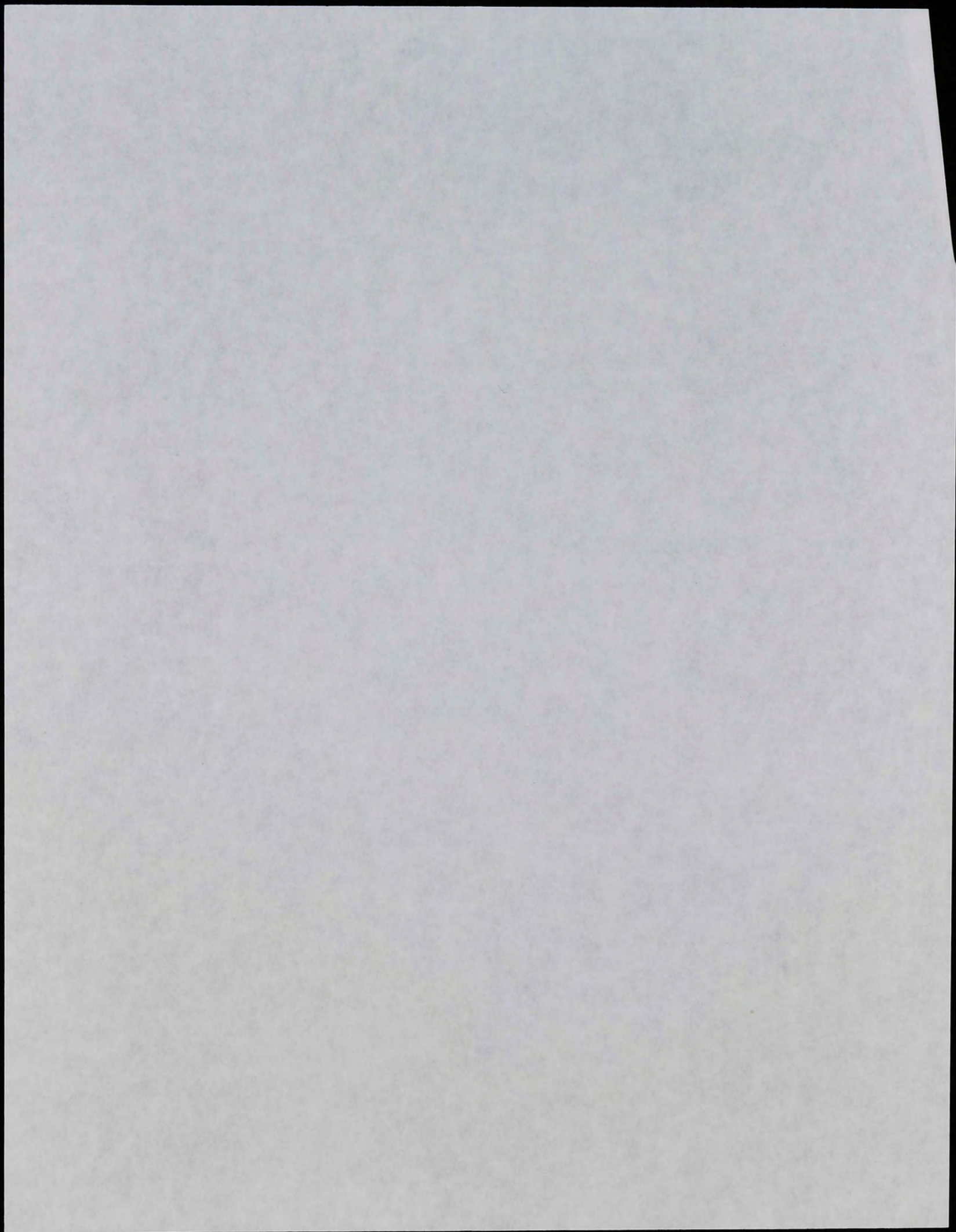
\$ 5,000. , September 1/89

\$ 3,000. , January 2/90

Received
Sept 1/89
R.B.

Thank you,

Rachel Browne



August 15/89

Eve Polish
Hon. Mgr.
Contemporary Dancers

Eve,

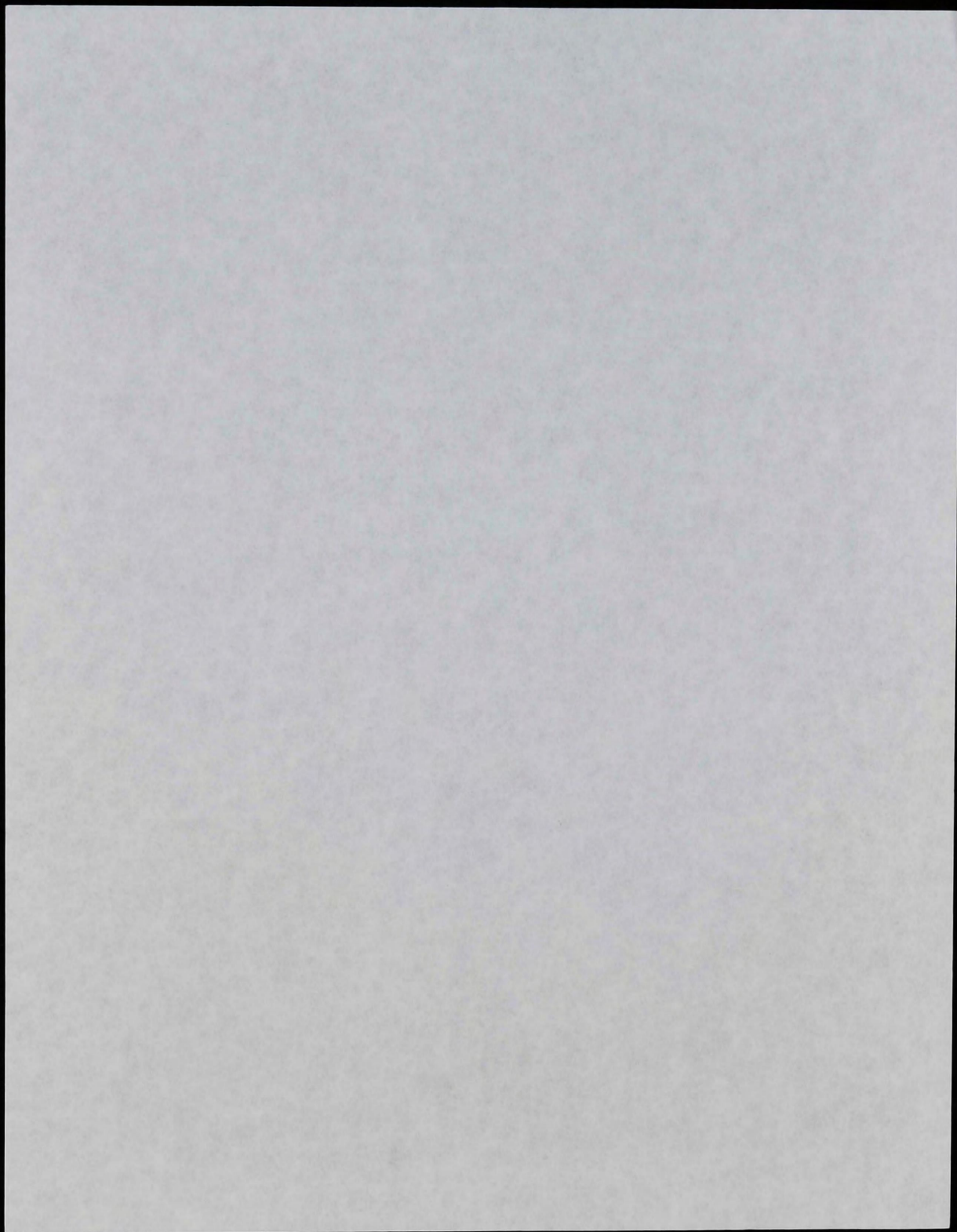
I would appreciate receiving
my honorarium as follows:

\$ 5,000. , September 1/89

\$ 3,000. , January 2/90

Thank you,

Rachel Browne





CONTEMPORARY
DANCERS WINNIPEG
CANADA

June 15, 1990

Rachel Browne
166 Cathedral Avenue
Winnipeg, MB.
R2W 0W9

Dear Rachel:

The following is the detail you requested on your earnings for the 1989/90 season:

<u>DATE</u>	<u>AMOUNT</u>	<u>FOR</u>
September 01, 1989	\$ 5,000.00 ✓	Honorarium 89/90
October 11, 1989	330.00	50% P.P. Contract
October 11, 1989	400.00	Teaching Co. Class
October 25, 1989	150.00	Teaching Co. Class
December 01, 1989	232.00	Teaching Co. Class
	(less \$2.69 C.P.P. for \$229.31 Net)	
December 13, 1989	330.00	50% P.P. Contract
December 15, 1989	200.00	Teaching Co. Class
	(less \$2.02 C.P.P. for \$197.98 Net)	
January 02, 1990	3,000.00 ✓	Honorarium 89/90
March 09, 1990	500.00	Teaching Co. Class
	(less \$11.25 U.I.C., \$8.63 C.P.P., \$68.99 Tax for \$411.13 Net)	
May 26, 1990	1,000.00	Festival
June 18, 1990	200.00	May Intensive

TOTAL \$11,342.00 GROSS

=====

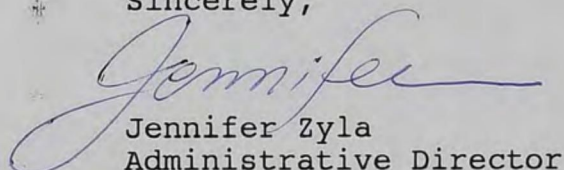
Breakdown:

Honorarium	\$ 8,000.00
P.P. Contract	660.00
Festival	1,000.00
May Intensive	200.00
Company Classes	1,482.00

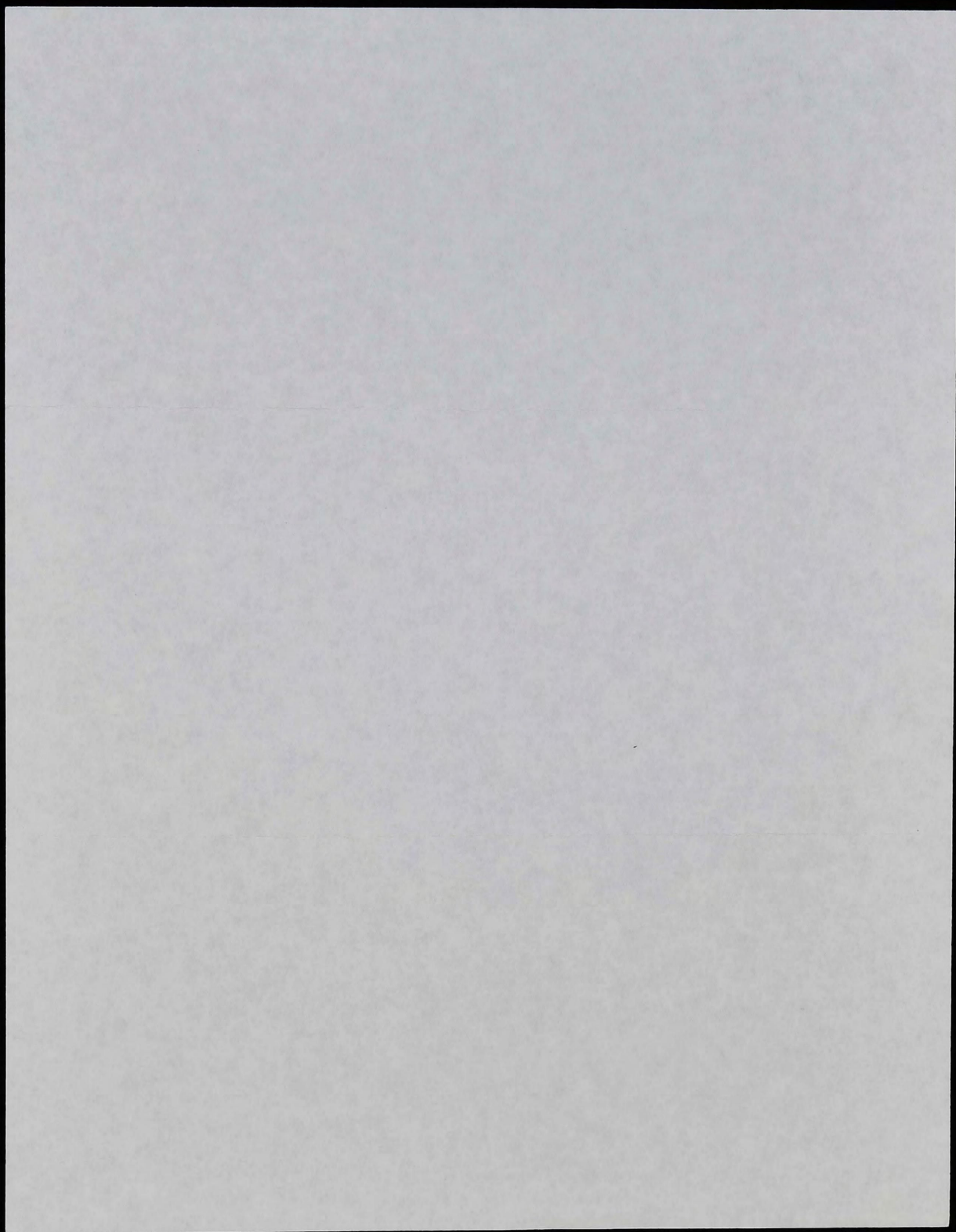
TOTAL \$11,342.00 GROSS

Please let me know if I have missed anything.

Sincerely,


Jennifer Zyla
Administrative Director

plus P.P. Contract



August 12/90

Eve Pollock
General Mgr.

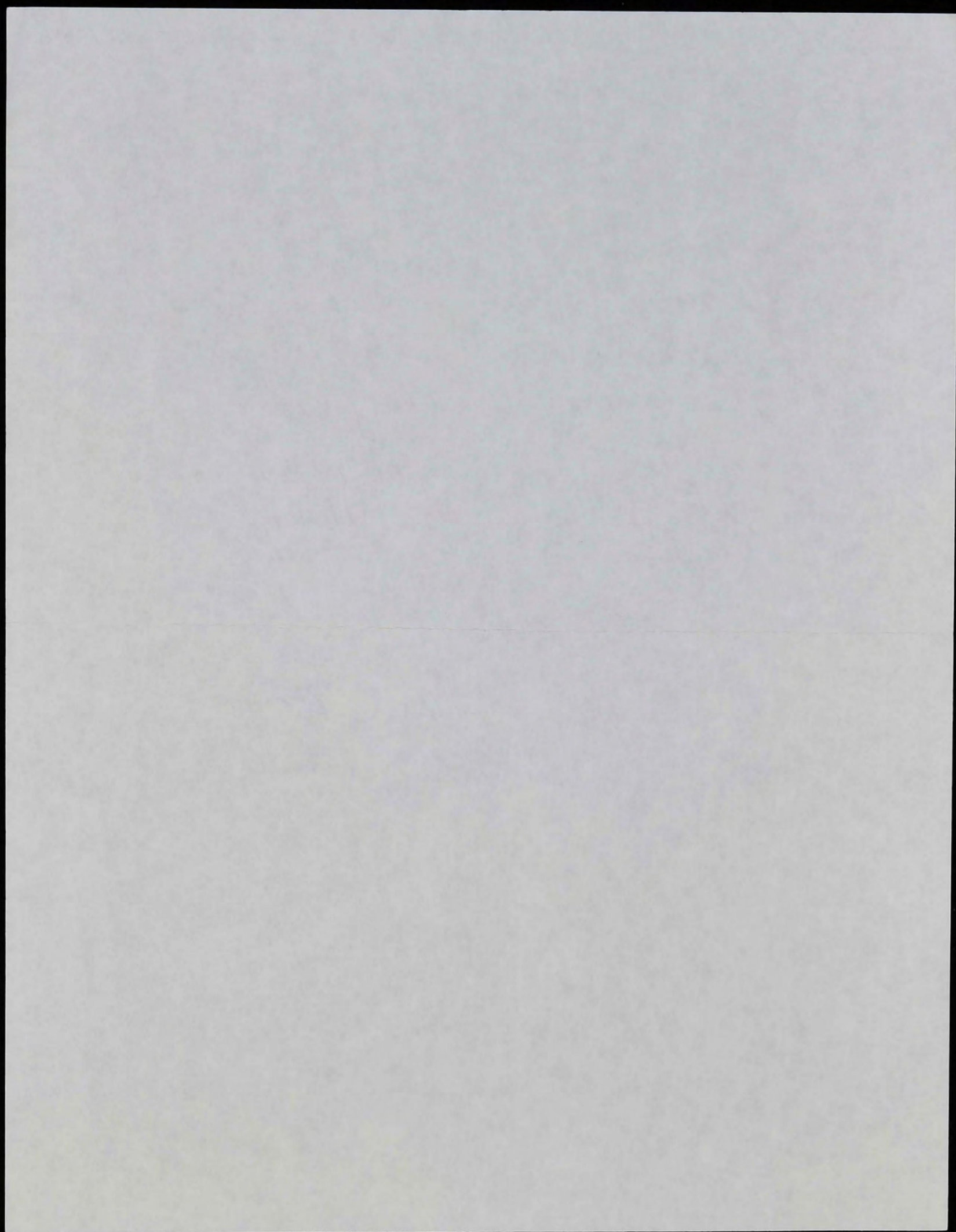
Eve,

I am requesting payment of
my Honourarium in two parts,
as was done last year:

\$5,000. on Sept. 7/90, &
\$3,000. on Jan. 4/91.

Thanks,

Rachel Browne
Founding Artistic Dir.





CONTEMPORARY
DANCERS WINNIPEG
CANADA

August 30, 1990

MEMO

RACHEL BROWNE

Dear Rachel:

Please be advised that your request for payment of your honorarium and choreographic fee and your use of the studios/office during the company season (off season is not a problem) will be discussed at the Board meeting, Wednesday, September 5, 1990.

As a full voting member of the Board of Directors, you are welcome to attend this meeting.

Evelyn Polish
General Manager
Contemporary Dancers Inc.

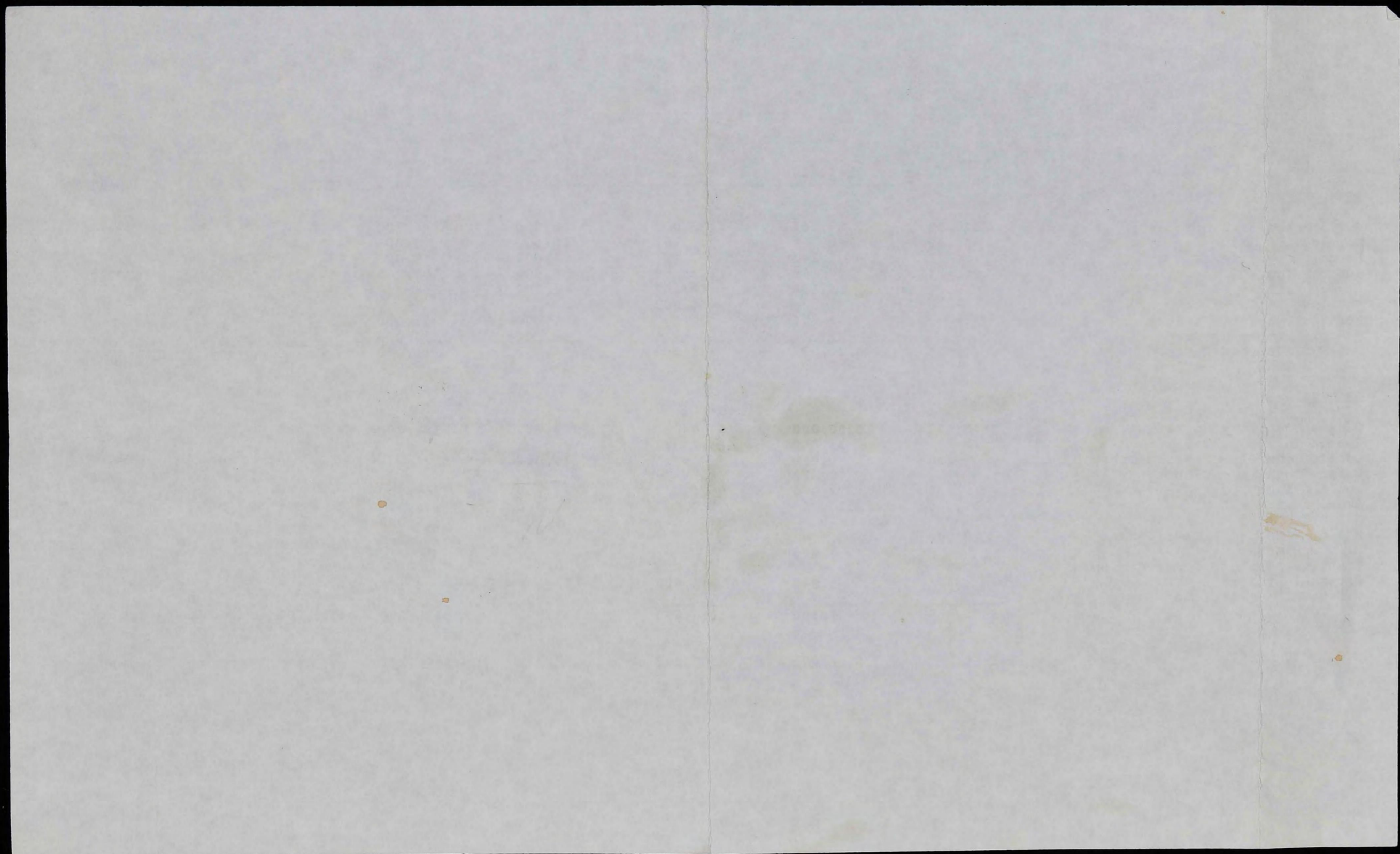
↑
This is an
error, because
I do not
have a note
as an honorary
Bd. member.

R.B. -
March 10/91

1000

CONTEMPORARY DANCERS - FINANCIAL COMPARISONS

REVENUES:	ACTUAL 1985/86	ACTUAL 1986/87	ACTUAL 1987/88	PROJECTED 1988/89	BUDGET 1989/90	ACTUAL TO Dec 31/89	REVISED BUDGET PROJECTIONS	VARIANCE
<u>PERFORMANCE & FUNDRAISING</u>								
Performance/Season Tickets	\$ 34,933	\$ 35,961	\$ 23,000	\$ 15,000	\$ 40,200	\$ 8,608	\$ 21,600	-18,600
Touring	2,619	20,700	6,752	15,600	3,000	0	0	- 3,000
Miscellaneous Revenue ?	7,182	5,243	7,477	8,600	8,000	2,189	5,500	- 2,500
Fundraising	99,492	126,168	112,589	88,650	100,000	3,393	81,000	-19,000
School Net	-	15,184	22,167	3,000	-	0	0	
Festival Performance	-	-	10,000	-	-	0	0	
Festival Management Fees	-	19,381	30,000	30,000	30,000	0	30,000	
School Management Fees	-	-	-	40,000	40,000	0	35,000	- 5,000
Sub-Total Earned Revenue	\$144,226	\$222,637	\$211,985	\$200,850	\$221,200	\$ 14,190	\$173,100	-48,000
<u>GRANTS:</u>								
Canada Council - Operating	\$170,000	\$200,000	\$200,000	\$200,000	\$190,000	170,000	190,000	
Canada Council - Touring	-	35,500	2,510	-	-	0	0	
Canada Council - Special/Other	466	30,000	-	15,000	-	1,000	18,000	+18,000
Canada Council - Video	-	15,320	-	-	-	0	0	
Municipal	15,300	22,000	22,683	30,000	45,000	0	45,000	
Provincial - M.A.C.	109,000	125,000	160,000	170,000	175,000	175,000	175,000	-15,000
M.A.C. - Tour	-	-	-	9,900	15,000	0	0	
M.A.C. - Audience Development	10,000	-	-	7,000	-	0	0	
M.A.C. - Other	-	7,500	-	-	-	0	0	
Culture, Heritage & Recreation	-	-	2,500	-	-	0	0	
External Affairs	-	1,848	8,400	-	-	0	0	
N.A.C. - Co-Production	-	-	-	25,000	-	0	0	
Sub-Total Grants	\$304,766	\$437,168	\$396,093	\$456,900	\$425,000	\$346,000	\$428,000	+ 3,000
 TOTAL REVENUE	 \$448,992	 \$659,805	 \$608,078	 \$657,750	 \$646,200	 \$360,190	 \$601,100	 -45,100



CONTEMPORARY DANCERS GOOD NEWS!!

- Subscriptions are up, our Corporate Funding support is up, casual ticket sales are up, and our overall revenue is the best its ever been! But there's more. Last Season was well received by audiences and critics alike. Tedd Robinson's full length work, "Nothing Past the Swans" will be performed at the National Arts Centre this Season. Also, the Festival of Canadian Modern Dance surpassed all expectations and performances were completely sold out. WHAT A WAY TO GO INTO NEXT SEASON. Speaking of next Season, we are taking this opportunity to announce to you, our subscribers, our plans for the 1986/87 Season:

- Camping Out, a Wilde Night with Liszt.
Camping in October can be dangerous depending on where you camp. Contemporary Dancers are Camping Out in the Gas Station Theatre October 22 to November 1. Why? To celebrate Franz Liszt's 175th Birthday. Camp and social convenor, Oscar Wilde, will ensure that this "soiree" will be no cheap weenie roast.
- Our mixed programs, February 18 - 21 and May 13 - 23, include works by resident choreographer Ruth Cansfield and assistant artistic director Murray Darroch. Emotional Vaudeville #2: I'm so Fat! is the title of Murray's new work, a title that says it all. Charles Moulton is back, with a work that is sure to catch you off guard - 9 Person Precision Ball Passing. We are also very proud to present a new work choreographed by Robert Desrosiers. Robert, well known in Winnipeg since his sold out performances at the 1st and 2nd Festivals of Canadian Modern Dance, will be in residence with our Company for one month. His last commission, outside of his own Company, was the smash hit, Blue Snake performed by the National Ballet last year in Toronto.
- We are again presenting the Festival of Canadian Modern Dance in May 1987, to close for a third time a most exhilarating Season of modern dance theatre here in Winnipeg.

Join us, won't you! RENEW NOW!

Tedd Robinson
Artistic Director

NOTE:

Last Season we eliminated the last minute hassle of rush seating. You, our subscribers, responded by giving us the best preseason sales our company has ever enjoyed. This Season, we promise you a superb dance experience, with virtually unlimited exchange privileges on your season tickets. This Season, we are freezing the

1. The first part of the report deals with the general situation of the country and the progress of the work during the year. It is divided into two main sections: the first section deals with the general situation of the country and the progress of the work during the year, and the second section deals with the specific results of the work.

2. The second part of the report deals with the specific results of the work. It is divided into three main sections: the first section deals with the results of the work in the field of agriculture, the second section deals with the results of the work in the field of industry, and the third section deals with the results of the work in the field of commerce.

3. The third part of the report deals with the results of the work in the field of commerce. It is divided into two main sections: the first section deals with the results of the work in the field of foreign trade, and the second section deals with the results of the work in the field of domestic trade.

4. The fourth part of the report deals with the results of the work in the field of domestic trade. It is divided into two main sections: the first section deals with the results of the work in the field of retail trade, and the second section deals with the results of the work in the field of wholesale trade.

5. The fifth part of the report deals with the results of the work in the field of retail trade. It is divided into two main sections: the first section deals with the results of the work in the field of general retail trade, and the second section deals with the results of the work in the field of specialized retail trade.

6. The sixth part of the report deals with the results of the work in the field of specialized retail trade. It is divided into two main sections: the first section deals with the results of the work in the field of food retail trade, and the second section deals with the results of the work in the field of non-food retail trade.

1100 ONE CANADA CENTRE
447 PORTAGE AVENUE
WINNIPEG, MANITOBA
R3B 3H5



Rachel Browne
166 Cathedral Avenue
WINNIPEG, Manitoba
R2W OW9

1100 ONE CANADA CENTRE

447 PORTAGE AVENUE

WINNIPEG, MANITOBA

R3B 3H5

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447 PORTAGE AVENUE

WINNIPEG, MANITOBA

R3B 3H5

1100 ONE CANADA CENTRE

447 PORTAGE AVENUE

WINNIPEG, MANITOBA

R3B 3H5



McJANNET RICH

BARRISTERS
SOLICITORS

JACK T. McJANNET, Q.C.
ALLAN H. ADAM
MURRAY M. KRAVETSKY
GEORGE J. ORLE, Q.C.
LAWRENCE S. ETKIN
MICHAEL G. FINLAYSON
GORDON R. DuVAL
BARBARA L. YAPPS
JEFFREY E. D. KITCHEN

ARTHUR A. RICH, Q.C.
KENNETH A. FILKOW, Q.C.
RICHARD M. RICE
D. MICHAEL WILLCOCK
SHIRLEY K. MAR
JOSEPH A. POLLOCK
CAROL A. DUTCHESHEN
MARK R. BEARD

WILLIAM P. RILEY, Q.C.
ERNEST A. WEHRLE
MICHAEL D. WERIER
DONNA M. SEBASTIAN
PETER A. SIM
JANET I. JARDINE
BRIAN J. PANNELL
REMO P. DE SORDI

1100 ONE CANADA CENTRE • 447 PORTAGE AVENUE • WINNIPEG, MANITOBA • R3B 3H5
TELEPHONE (204) 942-8101 • FAX (204) 956-0098 • DIRECT LINE 946-6903

FILE NO

October 10, 1990

Rachel Browne,
166 Cathedral Avenue,
Winnipeg, Manitoba.
R2W OW9

Dear Rachel:

Re: Contemporary Dancers Canada

Herewith is a copy of my letter to Contemporary Dancers Canada. You will note that I have deemed it inadvisable to include a direct threat of suit.

I think the scenario will be that Paul Walsh will respond. I know he will call me. I would hope that I can persuade him to set out in a letter the position of the Executive of Contemporary.

I will be in touch.

Yours truly,

McJANNET RICH
Per: 

A. A. RICH
AAR/fb

P.S. Would you please keep copious notes of everything that transpires between you and any member of Contemporary or anyone not a member who might be contacting you. It is very useful to have a diary setting out the dates, times and the contents of such conversations. You might be required to recall, with some detail, these conversations and it is always best to have them written out.

COPY ONLY FOR YOUR INFORMATION

McJANNET RICH

BARRISTERS
SOLICITORS

JACK T. McJANNET, Q.C.
ALLAN H. ADAM
MURRAY M. KRAVETSKY
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FILE NO

October 10, 1990

Contemporary Dancers Canada,
109 Pulford Street,
Winnipeg, Manitoba.
R3L 1X8

ATTENTION: Evelyn Polish

Dear Madam:

Re: Rachel Browne

Please be advised that I have been retained by the above-noted. I am advised that notwithstanding the request made by Ms. Browne for the payment of the honorarium, she has not received payment of same.

I am further advised that the formal written request made on August 12, 1990 has not been responded to and my client has been led to believe that there will be a problem in its payment.

I have also been advised by my client that the previous arrangement with respect to the use of the organization's facility had been summarily discontinued. We would expect that this part of the arrangement would be re-established and that the previously provided studio rehearsal space will be made available to Ms. Browne in the future as it has been in the past.

There is a grave concern by my client that she will not receive her entitlement. I am therefore requesting that this letter be responded to within one week of this date so I can be in a position to advise my client accordingly.

I trust I will hear from you within the time prescribed.

Yours truly,
McJANNET RICH
Per:

A. A. RICH
AAR/fb

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WILLIAM W. WILSON
CHIEF OF BUREAU
DEPARTMENT OF JUSTICE
WASHINGTON, D. C.
JANUARY 10, 1910

THE HONORABLE
JAMES C. McLEOD
ATTORNEY GENERAL
WASHINGTON, D. C.

DEAR MR. McLEOD:
I have the honor to acknowledge the receipt of your letter of the 7th inst. in relation to the proposed amendment to the act of March 3, 1879, relating to the jurisdiction of the courts of the District of Columbia.

Very respectfully,
W. W. Wilson

W. W. Wilson
Chief of Bureau
Department of Justice
Washington, D. C.

James C. McLeod
Attorney General
Washington, D. C.

Dear Mr. McLeod:
I have the honor to acknowledge the receipt of your letter of the 7th inst. in relation to the proposed amendment to the act of March 3, 1879, relating to the jurisdiction of the courts of the District of Columbia.

Very respectfully,
W. W. Wilson

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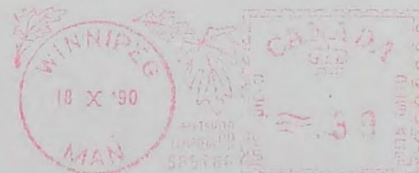
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Very respectfully,
W. W. Wilson

Very respectfully,
W. W. Wilson

1100 ONE CANADA CENTRE
447 PORTAGE AVENUE
WINNIPEG, MANITOBA
R3B 3H5



Rachel Browne,
166 Cathedral Ave.,
Winnipeg, Mb.,
R2W OW9



ANHANG, WALSH & COMPANY
BARRISTERS & ATTORNEYS AT LAW

SUITE 714
363 BROADWAY
WINNIPEG, MANITOBA R3C 3N9
TELEPHONE: (204) 947-2282
FAX: (204) 943-0211

October 20, 1990

McJannet Rich
Barristers and Solicitors
1100 One Canada Centre
447 Portage Avenue
Winnipeg, Manitoba
R3B 3H5

ATTENTION: MR. A.A. RICH, Q.C.

Dear Sir:

RE: CONTEMPORARY DANCERS and RACHEL BROWNE

Please be advised that the writer acts on behalf of the Contemporary Dancers.

I do not believe that the Contemporary Dancers has any contractual obligation to your client. However, if you feel that I am not correct in this view, please provide me with documentation which suggests otherwise for consideration by my client.

Yours truly,

ANHANG, WALSH & COMPANY
Per:

A handwritten signature in cursive script, appearing to read "Paul Walsh", written over a horizontal line.

PAUL WALSH Q.C.
PW/sh

STANDARD FORM NO. 64

OFFICE OF THE SECRETARY OF THE ARMY
WASHINGTON, D. C. 20315

17 JUL 1964

MEMORANDUM FOR THE SECRETARY

SUBJECT: [Illegible]

1. [Illegible]

2. [Illegible]

3. [Illegible]

4. [Illegible]

5. [Illegible]

6. [Illegible]

7. [Illegible]

ANNET
RICH

BARRISTERS
SOLICITORS

JACK T. MCJANNET, QC
ALLAN H. ADAM
MURRAY M. KRAVETSKY
GEORGE J. ORLE, QC
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TELEPHONE (204) 942-8101 • FAX (204) 956-0098 • DIRECT LINE

FILE NO 9010/052

October 23, 1990

Anhang, Walsh & Company,
Barristers, etc.,
714-363 Broadway,
Winnipeg, Man.

COPY

Att', P. V. Walsh, Q.C.

Re; Browne & Contemporary Dancers:

Dear Sir:

Further to your letter of October 20 and our most recent
telephone conversation please find enclosed the following;

1. Copy of the transcript of the minutes of
the Board of Directors meeting of January 23/85
2. Copy of the letter from the Executive Director
to Ron Keenberg, dated September 5, 1985.

I trust that you will contact me just as soon as you can as
I must be in a position to advise my client accordingly.

Yours truly,

McJannet Rich
Per

A. A. Rich

cc; R. Browne

WASH 301203Z

October 23, 1955

COPY

Mr. [Name] [Address]

Dear Sir:

Further to your letter of October 20 and our most recent telephone conversation please find enclosed the following:

1. Copy of the transcript of the minutes of the Board of Directors meeting of January 24, 1955.

2. Copy of the letter from the Executive Director to the Board, dated September 17, 1955.

I trust that you will consider as fair as soon as you can as I have no position to advise my client accordingly.

Very truly,
[Signature]

A. A. [Name]
[Address]



The International Centre
of Art for Social Change

Judith Marcuse LL.D. (Hon.)

Co-Director, ICASC

Artistic Producer,

Judith Marcuse Projects

c/o Continuing Studies

Simon Fraser University

2300 – 515 West Hastings Street

Vancouver, British Columbia

Canada V6B 5K3

t 778 782 8559 f 778 782 5098

judith@jmplprojects.ca **icasc.ca**



A partnership of Judith Marcuse Projects and Simon Fraser University icasc.ca

JUDITH
MARCUSE
CHOREOGRAPHER
DANCER TEACHER

July 16, 1990

Mr. Ron Keenberg
President, Board of Directors
Winnipeg's Contemporary Dancers
100 Polaris
Winnipeg, Manitoba
R3L 1A8

Dear Mr. Keenberg:

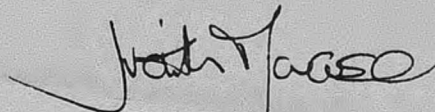
I am writing as a result of a recent conversation I had with Rachel Browne. She described to me recent happenings (within the last year) at Contemporary Dancers in Winnipeg. I am concerned about the way events appear to have unfolded especially with reference to Rachel herself.

Rachel Browne is one of Canada's unsung heroines. For many years she has consistently nurtured young dancers and choreographers with wonderful faith and dogged energy. I, myself, am profoundly indebted to her; she hired me to choreograph with her company when I first returned to Canada and has been a valued critic for me ever since. She has also managed to create and run a very important company and a school - through all kinds of crises and successes. She deserves great respect. It seems to me that she has been treated very poorly ... with little attention or sensitivity paid to the realities of the past or the present.

I write simply to support Rachel and to suggest that recent events are quite disturbing to those of us in the Canadian dance community who are aware of the situation.

I would be pleased to talk with you at any time.

Yours truly,



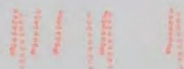
Judith Marcuse
Artistic Director

The first part of the report deals with the general situation of the country and the progress of the work during the year. It is followed by a detailed account of the various projects and the results achieved. The report concludes with a summary of the work done and a list of the names of the persons who have taken part in it.

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1100 ONE CANADA CENTRE
447 PORTAGE AVENUE
WINNIPEG, MANITOBA
R3B 3H5



Ms. Rachel Browne
166 Cathedral Avenue
WINNIPEG, Manitchba
R2W 0W9

~~Morley Walker~~

~~abandoned + insulted~~

McJANNET RICH

BARRISTERS
SOLICITORS

JACK T. McJANNET, QC
ALLAN H. ADAM
MURRAY M. KRAVETSKY
GEORGE J. ORLE, QC
J. ALLAN MacDONALD
PETER A. SIM
JANET I. JARDINE
WILLIAM K.A. EMSLIE
MARTIN HAK

ARTHUR A. RICH, QC
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TELEPHONE (204) 942-8101 • FAX (204) 956-0098 • DIRECT LINE 946-6932

FILE NO 9010-052 MGF

February 20, 1991

Ms. Rachel Browne
166 Cathedral Avenue
WINNIPEG, Manitoba
R2W 0W9

Dear Madam:

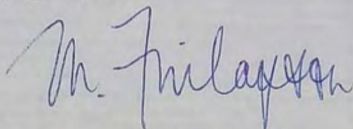
Re: Yourself and Contemporary Dancers Inc.

Further to our telephone conversation of even date, enclosed please find a photocopy of the Statement of Claim as filed in the above matter.

Yours very truly,

McJANNET RICH

Per:



MICHAEL G. FINLAYSON

MGF:srs

File No. CI ⁹⁶94-01-51487

**THE QUEEN'S BENCH
WINNIPEG CENTRE**

BETWEEN:

RACHEL BROWNE,

plaintiff,

- and -

CONTEMPORARY DANCERS INC.,

defendant.

In Pd.

90.00

STATEMENT OF CLAIM

Filed

Jan 3/91

McJannet Rich
Barristers and Solicitors
1100 One Canada Centre
447 Portage Ave.
Winnipeg, Manitoba
R3B 3H5
Ph. (204) 942-8101
Fax. (204) 956-0098
Michael G. Finlayson
FILE NO. 9010-052

10-10-50

THE UNIVERSITY OF
CHICAGO

10-10-50

10-10-50

10-10-50

10-10-50

10-10-50

File No. CI 90-01-

**THE QUEEN'S BENCH
WINNIPEG CENTRE**

BETWEEN:

RACHEL BROWNE,

plaintiff,

- and -

CONTEMPORARY DANCERS INC.,

defendant.

STATEMENT OF CLAIM

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or a Manitoba lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Queen's Bench Rules, serve it on the plaintiff's lawyer, or where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it in this court office WITHIN 20 DAYS after this statement of claim is served on you if you are served in Manitoba.

If you are served in another province or territory of Canada, or in the United States of America, the period for serving and filing your statement of defence is 40 days. If you are served outside Canada and the United States of America, the period is 60 days.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$100 for costs within the time for serving and filing your statement of defence, you may move to have this proceeding dismissed by the courts. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and \$100 for costs and have the costs assessed by the court.

DATED: *January 3, 1991*

Deputy

Issued by
Registrar

P. GOUGH

Address of Court Office:
2nd Floor 408 York Avenue
Winnipeg, Manitoba, R3C 0V8

TO: Contemporary Dancers Inc.
109 Pulford Street
Winnipeg, Manitoba
R3L 1X8

C L A I M

1. The Plaintiff claims:

- (a) A declaration that the Defendant is bound by the agreement;
- (b) General and special damages;
- (c) Interest;
- (d) Such further and other relief as may be determined by the Court to be just; and
- (e) Costs.

2. The Plaintiff was at all material times an artistic director, choreographer, dance teacher, dancer and dance consultant and she resides at 166 Cathedral Avenue, in the City of Winnipeg, in Manitoba.

3. The Defendant is a non-profit corporation with an office and studios at 109 Pulford Street, in the City of Winnipeg, in Manitoba.

4. On or about the 23rd day of January, 1985, the Defendant agreed, among other things, for valuable

consideration, to pay the Plaintiff \$8,000.00 per annum so long as the Defendant shall exist (the "agreement").

5. Contrary to an in breach of this agreement, the Defendant has failed and refused and continues to refuse to pay her the amount for the year 1990 and 1991 and has repudiated its obligations under the contract.

6. The Plaintiff is entitled to a declaration that the agreement is binding and enforceable and to damages by way of a lump sum equal to the amount necessary to provide her with \$8,000.00 per annum for the rest of her life.

January 3
December 4, 1990

McJannet Rich
Barristers and Solicitors
1100 One Canada Centre
447 Portage Ave.
Winnipeg, Manitoba
R3B 3H5
Ph. (204) 942-8101
Fax. (204) 956-0098
Michael G. Finlayson

Michael D. Kinsman
1201 130th Ave. NW
P.O. Box 1301
Minneapolis, Minnesota
453 Fort Ave.
1100 One Canada Centre
Bellevue and Bellevue
Bellevue, Minn

December 4, 1994

Mr.

provide her with \$5,000.00 per annum for the rest of her
life. By way of a lump sum equal to the amount necessary to
the agreement is binding and enforceable and to demand
the plaintiff is entitled to a declaration that

reaffirmed the obligation under the contract.

to pay her the amount for the years 1995 and 1996 and her
defendant has failed and refused and continues to refuse

2. Contrary to an in breach of this agreement, the
no issue as the defendant shall exist (the "agreement").

consideration to pay the plaintiff \$5,000.00 per annum

1100 ONE CANADA CENTRE
447 PORTAGE AVENUE
WINNIPEG, MANITOBA
R3B 3H5



Rachel Browne
166 Cathedral Avenue
Winnipeg, Manitoba
R2W 0W9



McJANNET RICH

BARRISTERS
SOLICITORS

JACK T. McJANNET, QC.
ALLAN H. ADAM
MURRAY M. KRAVETSKY
GEORGE J. ORLE, QC.
A. DOUGLAS HOFFER
SHELLEY G. MITCHELL*
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MARTIN HAK

*ALSO OF THE ONTARIO BAR

1100 ONE CANADA CENTRE • 447 PORTAGE AVENUE • WINNIPEG, MANITOBA • R3B 3H5

TELEPHONE (204) 942-8101 • FAX (204) 956-0098 • DIRECT LINE 946-6932

FILE NO

9010-052/AAR

February 18, 1991

Rachel Browne
166 Cathedral Avenue
Winnipeg, Manitoba
R2W 0W9

Dear Madam:

Re: Yourself and Contemporary Dancers Inc.

Enclosed is a copy of the Statement of Defence of the Contemporary Dancers. Please consider it and call me to arrange a time to meet to discuss it.

Yours very truly,

MCJANNET RICH

PER: 

MICHAEL G. FINLAYSON

MGF/cb

Encl.



100-512-01

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100-512-01

File No. CI 91-01-51487

THE QUEEN'S BENCH
WINNIPEG CENTRE

BETWEEN:

RACHEL BROWNE,

plaintiff,

- and -

CONTEMPORARY DANCERS INC.,

defendant.

Fee Paid Feb. 7/91
\$25.00

STATEMENT OF DEFENCE

ANHANG, WALSH & COMPANY
Barristers & Solicitors
714 - 363 Broadway
Winnipeg, Manitoba
R3C 3N9

PAUL WALSH Q.C.
947-2282

1994-1995 C. M.
1995-1996 C. M.

1996-1997 C. M.

1997-1998 C. M. 1998-1999 C. M.

1999-2000 C. M.

2000-2001 C. M. 2001-2002 C. M.

File No. CI 91-01-51487

THE QUEEN'S BENCH
WINNIPEG CENTRE

BETWEEN:

RACHEL BROWNE,

plaintiff,

- and -

CONTEMPORARY DANCERS INC.,

defendant.

STATEMENT OF DEFENCE

1. The defendant admits the allegations contained in paragraphs 2 and 3 of the Statement of Claim.
2. The defendant denies the allegations contained in paragraphs 1, 4, 5 and 6 of the Statement of Claim.
3. At no time was there any contract or agreement between the plaintiff and the defendant.
4. On January 23, 1985 the Board of Directors of the defendant passed a Motion enabling the defendant to pay certain monies to the plaintiff. The said monies consisted of an honorarium on an

annual basis and a fee for choreography. The Honorarium was a gratuitous promise without consideration and is not a binding or enforceable obligation by or on the part of the defendant.

5. The fee for choreography empowered the defendant to contract for services with the plaintiff but did not oblige or bind the defendant or in any other way make the defendant legally liable to the plaintiff.

6. In any event and in the alternative if there were an agreement between the plaintiff and the defendant (which is denied) it has been breached by the plaintiff in the following particulars:

- a. the plaintiff has not rendered consulting services to the defendant;
- b. the plaintiff has refused to promote the best interests of the defendant and has in fact interfered with the defendant's funders and donors with a view to reducing grants and donations received by the defendant;
- c. the plaintiff has not choreographed creative performance projects for the defendant;
- d. the plaintiff has consulted and associated with competing dance companies and organizations without

annual basis had a fair and equitable... The defendant was a...
statutory provision... and is not a finding of...
entirely optional... of the fact of the defendant...

2. The fact that defendant... the defendant in...
contract for services with the plaintiff but did not agree to bind...
the defendant in any other way than the defendant legally binds to...
the plaintiff.

3. In any event and in the alternative if there were an...
agreement between the plaintiff and the defendant (which is denied) it...
has been breached by the plaintiff in the following particulars:

a. The plaintiff has not rendered accounting services to...
the defendant...
b. The plaintiff has refused to provide the full...
interest of the defendant and has in fact transferred...
with the defendant's funds and assets with a view to...
retaining profits and dividends payable by the...
defendant.

c. The plaintiff has not discharged its...
and proper duties for the defendant...
d. The plaintiff has conspired and associated with...
competing dance companies and organizations without...

the permission of the defendant and to the detriment
of the defendant;

- e. the plaintiff has completely severed her association
with the defendant.

7. The defendant therefore submits that the plaintiff's claim
be dismissed with costs.

February 7, 1991

ANHANG, WALSH & COMPANY
Barristers & Solicitors
714 - 363 Broadway
Winnipeg, Manitoba
R3C 3N9
PAUL WALSH Q.C.
947-2282

TO: McJANNET RICH
Barristers & Solicitors
1100 One Canada Centre
447 Portage Avenue
Winnipeg, Manitoba
R3B 3H5
ATTN: Mr. Michael G. Finlayson
Plaintiff's Lawyers

The retention of the defendant and to the defendant
of the defendant
e. The plaintiff has completely severed the association
with the defendant.

7. The defendant should be ordered to pay the plaintiff's costs
be dismissed with costs.

Plaintiff, Michael G. P. 1991
Barrett & Barrett
711 - 1st Avenue
Winnipeg, Manitoba
R2C 1A2
P.01 1991 G.P.
047-2102

February 1, 1991

DEFENDANT WITH
Barrett & Barrett
1100 One Canada Centre
147 Portage Avenue
Winnipeg, Manitoba
R2C 1A2
Plaintiff, Michael G. P. 1991
Plaintiff's Lawyer

1100 ONE CANADA CENTRE
447 PORTAGE AVENUE
WINNIPEG, MANITOBA
R3B 3H5

March 20 / 91

Rachel Browne
166 Cathedral Avenue
WINNIPEG, Manitoba
R2W 0W9





McJANNET RICH

BARRISTERS
SOLICITORS

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TELEPHONE (204) 942-8101 • FAX (204) 956-0098 • DIRECT LINE 546-6932

FILE NO 9010-052 MGF

March 20, 1991

Rachel Browne
166 Cathedral Avenue
WINNIPEG, Manitoba
R2W 0W9

Dear Rachel:

Re: Contemporary Dancers

Enclosed are copies of recent correspondence and our interim Statement of Account for fees and disbursements, which has been paid in full from the retainer.

We will keep you advised, but if you have not heard from me in 3 weeks, please call.

Yours very truly,

MCJANNET RICH

PER: 

MICHAEL G. FINLAYSON

MGF/cb

Encls.



Handwritten signature or name, possibly "C. H. Smith".

ANHANG, WALSH & COMPANY
BARRISTERS & ATTORNEYS AT LAW

SUITE 714
363 BROADWAY
WINNIPEG, MANITOBA R3C 3N9
TELEPHONE: (204) 947-2282
FAX: (204) 943-0211

COPY

March 15, 1991

VIA FAX

MCJANNET RICH
Barristers & Solicitors
1100 One Canada Centre
447 Portage Avenue
WINNIPEG, Manitoba
R3B 3H5

ATTENTION: MR. MICHAEL G. FINLAYSON

Dear Sir:

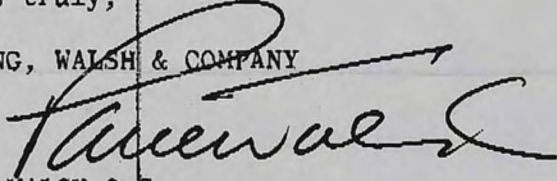
RE: CONTEMPORARY DANCERS and RACHEL BROWNE

Further to your facsimile letter of March 14th, I think you are correct in that I ought not to be acting on behalf of Contemporary Dancers in this matter.

I will obtain instructions from the defendant. It may take several weeks for alternate counsel to be retained.

Yours truly,

ANHANG, WALSH & COMPANY
Per:


PAUL WALSH Q.C.
PW/dm

1000

McJANNET RICH

**BARRISTERS
SOLICITORS**

JACK T. McJANNET, QC.
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TELEPHONE (204) 942-8101 • FAX (204) 956-0098 • DIRECT LINE 946-6932

FILE NO 9010-052 MGF

March 20, 1991

Anhang, Walsh & Company
Barristers and Attorneys-At-Law
714 - 363 Broadway
WINNIPEG, Manitoba
R3C 3N9

Attention: Paul Walsh, Q.C.

Dear Sir:

Re: Contemporary Dancers and Rachel Browne

Thank you for yours of March 15, 1991.

Ms. Browne is not prepared to wait several weeks before arranging discoveries. Please advise within 10 days who will be assuming conduct.

Thank You.

Yours very truly,

MCJANNET RICH

PER:

MICHAEL G. FINLAYSON

MGF/cb

b.c: Rachel Browne
Encl.

IN ACCOUNT WITH:

**McJANNET
RICH**

BARRISTERS AND SOLICITORS

1100 ONE CANADA CENTRE • 447 PORTAGE AVENUE • WINNIPEG, MANITOBA • R3B 3H5
TELEPHONE (204) 942-8101 • FAX (204) 956-0098

TO:

DATE:

March 19, 1991

Ms. Rachel Browne
166 Cathedral Avenue
WINNIPEG, Manitoba
R2W 0W9

G.S.T. REGISTRATION NO. R122271075

RE: Browne v. Contemporary Dancers Inc.

FILE NO. 9010-052 MGF

FEES:

TO ALL PROFESSIONAL SERVICES RENDERED BUT NOT LIMITED TO:

Correspondence with opposing counsel; correspondence to client; to obtaining necessary corporations searches; to perusing file and drafting Statement of Claim; to conferences with Arthur Rich; to telephone conversations with client and with opposing counsel; to receipt and perusal of Statement of Defence; and to all other matters herein to date.

FEES TO DECEMBER 31, 1990 (non-taxable): \$ 300.00

FEES FROM JANUARY 1, 1991 (taxable): 50.00 *

DISBURSEMENTS:

To photocopying charges	\$ 3.75
To fax transmissions	2.00
To corporate searches	1.20
To photocopying	2.40 *
To fax transmissions	4.00 *
To file Statement of Claim	<u>90.00</u>

TOTAL DISBURSEMENTS: 103.35

TOTAL FEES AND DISBURSEMENTS: \$ 453.35

THE BALANCE OF THE ACCOUNTS OF THE

REVENUE DEPARTMENT FOR THE YEAR

ENDING 31st DECEMBER 1900

IS AS FOLLOWS:

BALANCE BROUGHT FORWARD

\$ 453.35

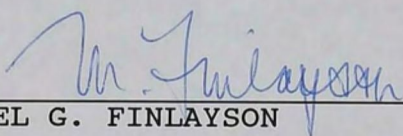
*PLUS: G.S.T. on applicable items
(\$56.40 X 7.0%)

3.95

TOTAL DUE AND OWING:

\$ 457.30
=====

/srs



MICHAEL G. FINLAYSON

11-11-61

2 453.35

PAID BY BROOKLYN

2 453.35

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(PAID BY BROOKLYN)

2 453.35

PAID BY BROOKLYN

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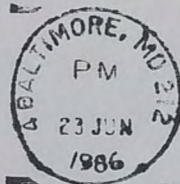
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PAID BY BROOKLYN

DEPARTMENT OF
HEALTH AND HUMAN SERVICES
SOCIAL SECURITY ADMINISTRATION
BALTIMORE, MARYLAND 21235

OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE, \$300



POSTAGE AND FEES PAID
U.S. DEPARTMENT OF H.H.S.

HHS-397

Social Sec. Card
159-26-2737

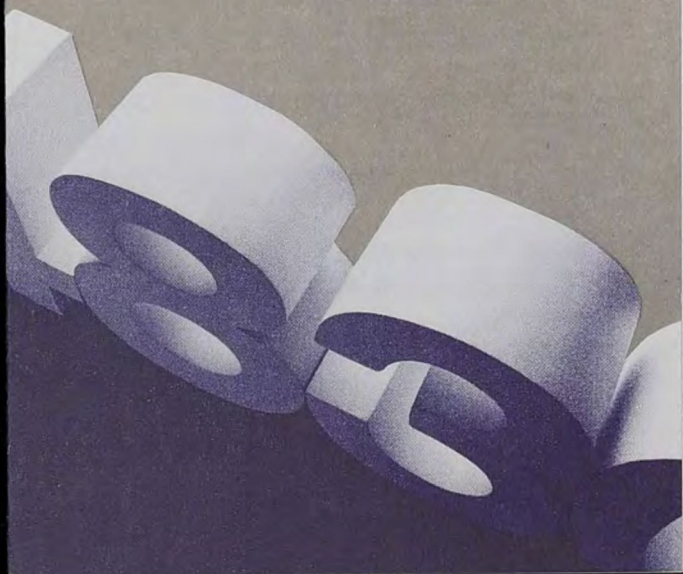


YOUR SOCIAL SECURITY NUMBER

AUGUST 1984 EDITION

**SOCIAL
SECURITY**

PARTNERSHIP
WITH
TOMORROW



Your Social Security number

Your Social Security number is the key to assuring that your earnings are accurately recorded during your working years.

Other people may have the same name you have, but your Social Security number is yours alone. It singles out your Social Security record from more than 200 million others.

Your new Social Security card

The enclosed Social Security card is a counterfeit-resistant card required by the Social Security Amendments of 1983. All future cards will also be counterfeit-resistant. *Do not laminate the enclosed card.*

If members of your family or your friends already have a Social Security number card with their correct name, they should not apply for a new card. The old Social Security cards are still valid.

Protection for young and old

Social Security protects young workers and their families, as well as retired workers.

Social Security disability insurance can provide monthly checks for workers and their dependents if an illness or injury is expected to keep the worker from working for a year or more.

Survivors insurance provides monthly benefits for the widow and widower and young children of a worker if he or she should die.

In addition to retirement, disability, and survivors benefits, Social Security provides a comprehensive program of health insurance — Medicare. This program helps pay the cost of health care for people 65 and older, some disabled people under 65, and people with permanent kidney failure.

Here's how it works

If you work as an employee, your employer deducts your share of the Social Security tax from your wages. Your employer adds a matching amount as his or her share and sends a report of the wages you have earned to the Social Security Administration. The report shows your name and Social Security number and how much you earned.

If you work for yourself in your own business, you pay your own Social Security tax and make your own report. You do this when you file your Federal income tax return.

Your reported wages or self-employment earnings are entered on your Social Security record. This record will someday be used to figure the amount of benefits payable to you and your family when you retire or become disabled, or to your family if you should die.

If you are an alien legally in the United States but not authorized to work, this section does not apply to you. Your Social Security card should be marked "NOT VALID FOR EMPLOYMENT."

Using your Social Security card

Treat your card as an important document and protect it against loss or theft.

Take your card with you when you get a new job, and make sure that your employer copies your name and number correctly. You should never rely on your memory when you provide your Social Security number.

Record your number elsewhere for safekeeping. If you lose your card or change your name—through marriage, for example—you should apply for a replacement card.

If you need to apply for a replacement card, you must provide documentary evidence to establish your identity. If you are a naturalized U.S. citizen or legal immigrant, you must also provide evidence of your current U.S. citizenship or immigrant status. This also applies to you if you were once a U.S. citizen but no longer are.

If you change your name, you will get another card with your new name but the same number. You will need documentary evidence showing both your old and new names.

If you ever find you have more than one Social Security number, get in touch with any Social Security office promptly. Someone there will help you correct your record so that you get full credit for all the earnings reported for you.

Penalty for misuse

It's against the law to alter, buy, or sell Social Security cards or to use someone else's Social Security number. It's also against the law to use a Social Security number you obtained by giving false information on the application or to use false information when applying. Penalties include a fine, a jail sentence, or both.

Disclosing your Social Security number

Any Federal, State, or local agency that asks for your Social Security number must tell you whether giving it is mandatory or voluntary, under what authority the number is being requested, and what uses will be made of it.

Some non-government organizations also use Social Security numbers for recordkeeping purposes. Such use is neither required nor prohibited by Federal law. Although you are not required to give your number, the organization is not required to provide you service if you do not. Knowing your number does not allow these organizations to get information from your Social Security record.

In the years ahead

It's a good idea to check your Social Security record every few years to make sure your earnings have been correctly credited. This is especially important if you change jobs often. You can get a form from any Social Security office to help you do this. Always give your Social Security number whenever you write about your record.

It's a good idea to keep evidence of your earnings, such as Forms W-2, until you know your earnings are credited to your record.

Unless you are already getting Social Security checks, there is no need to tell us when you change your address. But you should contact any Social Security office immediately if you:

- o Lose your card—to apply for a duplicate card.
- o Change your name—to apply for a card in your new name.

- Are unable to work because of a severe disability expected to last 12 months or more—to ask about possible disability checks and possible vocational rehabilitation services.
- Are age 62 or older—to ask about possible retirement checks.
- Are within 3 months of age 65, even if you don't plan to retire—to sign up for Medicare.
- Have a question about Social Security.

Tell your family to ask about survivors benefits in the event of your death regardless of your age.

You can find the address and phone number of the Social Security office in your local telephone directory under "Social Security Administration."

U.S. Department of
Health and Human Services
Social Security Administration
SSA Publication No. 05-10001
August 1984

Card in wallet
159 - 26 - 2737
YOUR SOCIAL SECURITY CARD

Detach the card below and sign it in ink immediately.
Do not laminate your card.
Carry it in your purse or wallet.

Keep this stub with your personal records. The other side contains important information.

RACHEL BROWNE
166 CATHEDRAL AVE R2W 0W9
WINNIPEG MB CANADA



Your Social Security Card

The Social Security number shown on your card is yours alone. Record your number elsewhere for safekeeping.

If you lose your card or change your name, you will need to file a new application and submit evidence of identity to obtain a replacement or corrected card. You may also have to submit evidence of U.S. citizenship or legal alien status. Contact any Social Security office immediately to find out what you need to do to obtain a replacement or corrected card with the same number.

Show your card to your employer when you start a new job and make sure your employer copies the number and name correctly so that your earnings will be recorded correctly.

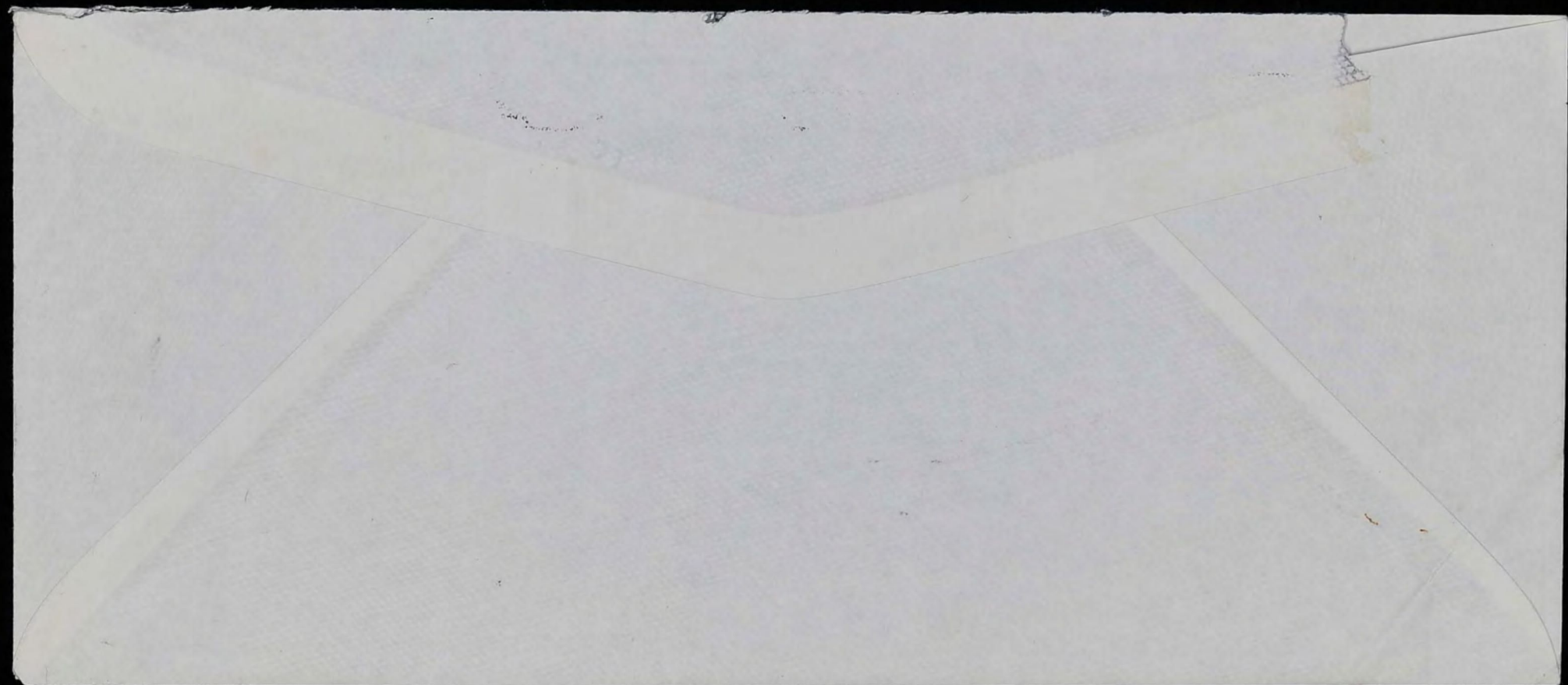
Some private organizations use Social Security numbers for recordkeeping purposes. Such use is neither required nor prohibited by Federal law. The use of a person's Social Security number by such an organization for its own records is purely a private matter between the organization and the person. Knowing your number does not allow these organizations to get information from your Social Security records.

Any Federal, State, or local government agency that asks for your number must tell you whether giving it is mandatory or voluntary, tell you its authority for requesting the number, and tell you how the number will be used.

If you are an alien legally in the U.S. but you do not have permission to work in this country, your Social Security card will be marked "NOT VALID FOR EMPLOYMENT". U.S. immigration officials will be notified if the number is used for unauthorized employment.

Contact any Social Security office immediately if you:

- are unable to work because of a severe disability expected to last a year or more.
- are 62 or older—to ask about possible retirement benefits.
- are within 3 months of age 65, even if you don't plan to retire—to sign up for Medicare.



ACTRA RETIREMENT PLAN – GENERAL FUND

STATEMENT OF ACCOUNT AS AT DECEMBER 31, 1981

PREVIOUS CONTRIBUTIONS	CURRENT CONTRIBUTIONS	TOTAL CONTRIBUTIONS	VALUE OF EACH UNIT
\$ 250.64	\$.00	\$ 250.64	\$ 19.5514
PREVIOUS UNITS	CURRENT UNITS	TOTAL UNITS IN FUND	VALUED AT
25.5348	.0000	25.5348	\$ 499.24

MEMBER'S PLAN NUMBER 20-03-00263

S. I. N. 613-735-695

BROWNE, RACHEL MRS

166 CATHEDRAL AVE
WINNIPEG
R2W 0W9

MB

THIS IS A CONFIRMATION STATEMENT ONLY. IT IS NOT A NEGOTIABLE INSTRUMENT AND CANNOT BE USED AS SECURITY OR COLLATERAL.

FOR FURTHER INFORMATION SEE REVERSE SIDE.

A REGISTERED RETIREMENT SAVINGS PLAN UNDER THE INCOME TAX ACT OF CANADA

ACTRA FRATERNAL
Ms. Charlie Johnson
800-387 8897
242, To R.
Rel. Macklin, W. Rep.
= 339-9750
Membership # 03-00263
Ms. C. Johnson Will inquire -
Spoke, Sept. 21/04
Fax #
1-885-804-8929
Actra Fraternal Benefits
Society
1000 Young St.
TOR. M4W 2K2
attent. Charlie
Johnson

NOTICE OF PAYMENT DUE

POLICY # CT 8200791

PREMIUM FOR 12 MONTHS DUE MAR 15, 1985

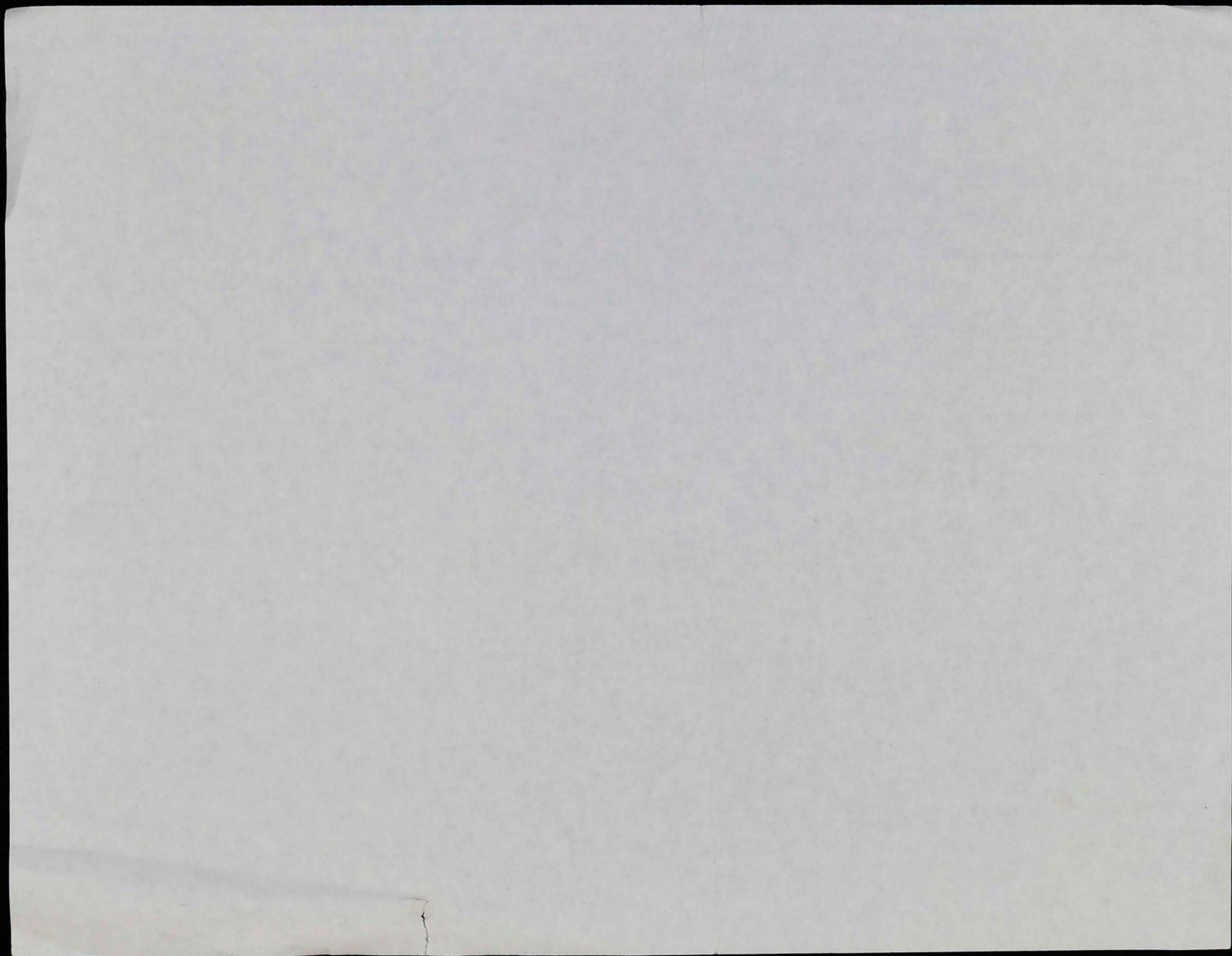
PREMIUM 371.50

0004501179

Send to
A. A. Rich

TOTAL DUE 371.50

PLEASE KEEP THIS PORTION FOR YOUR RECORDS
YOUR CANCELLED CHECK IS YOUR RECEIPT



ACTRA RETIREMENT PLAN - GENERAL FUND

STATEMENT OF ACCOUNT AS AT DECEMBER 31, 1981

PREVIOUS CONTRIBUTIONS	CURRENT CONTRIBUTIONS	TOTAL CONTRIBUTIONS	VALUE OF EACH UNIT
\$ 250.64	\$.00	\$ 250.64	\$ 19.5514
PREVIOUS UNITS	CURRENT UNITS	TOTAL UNITS IN FUND	VALUED AT
25.5348	.0000	25.5348	\$ 499.24

S. I. N. 613-735-695

MEMBER'S PLAN NUMBER 20-03-00263

BROWNE, RACHEL MRS

166 CATHEDRAL AVE
WINNIPEG
R2W 0W9

MB

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NOT A NEGOTIABLE INSTRUMENT AND CANNOT
USED AS SECURITY OR COLLATERAL.

FOR FURTHER INFORMATION SEE REVERSE

A REGISTERED RETIREMENT SAVINGS PLAN UNDER THE INCOME TAX ACT OF CANADA

Certificate of Insurance



CANADIAN IMPERIAL
BANK OF COMMERCE

TRAVEL ACCIDENT
VISA CARD MEMBERS

Principal Sum
\$100,000 COMMON CARRIER

Certain Underwriters at Lloyd's, London (herein called the Insurer) certify that the persons described below under Classification of Insured Persons (herein called Insured Persons) are insured against the losses specified in the Schedule of Losses, (herein called "Injuries") resulting directly and independently of all other causes from accidental bodily injury which arises out of the hazards described below and is suffered by an Insured Person while Insuring Document #1121 is in force as to such Insured Person, to the extent set forth in the Insuring Document, subject to all of its privileges and provisions.

Insurance effected with certain underwriters at Lloyd's, London, England, (hereinafter called the Insurer), through International Accident Facilities, Inc., Boston, Massachusetts.

This certificate is not a contract of insurance. It contains only the principal provisions relating to coverage and payment of loss under the Insuring Document and replaces any and all certificates previously issued to an Insured Person with respect to Insuring Document #1121.

Classification of Insured Persons: All holders of the VISA Card issued by Canadian Imperial Bank of Commerce, their spouses and their dependent children, as defined.

PLEASE KEEP THIS PORTION FOR YOUR RECORDS
YOUR CANCELLED CHECK IS YOUR RECEIPT

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