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## EXHIBITION PLACE

February 11, 1999

To: The Board of Governors of Exhibition Place

From: Dianne Young  
Interim General Manager

Subject: Loan of Haines Murals to the Board

### Recommendation:

It is recommended that the Board enter into an agreement with the CNEA regarding the Loan of Eight Haines Murals to the Board to be hung on display in the National Trade Centre Complex.

### Background:

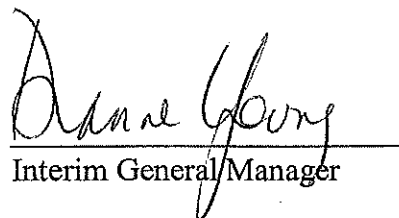
At its meeting of February 11, 1999 the Board of Directors of the CNEA approved the Loan of Eight Haines Murals to the Board of Governors.

### Discussion:

Attached is a copy of the aforementioned report approved by the Board of Directors and Appendix "A" is the terms and conditions which have been approved by the City Solicitor and the CNEA Solicitor.

### Conclusion:

This report sets out the terms of an agreement with the CNEA for the Loan of the Haines Murals.

  
Interim General Manager

att.

The foregoing report was reviewed by the Executive Committee at its meeting held on February 19, 1999 and is recommended to the Board of Governors for approval; and further, the Board be advised that the National Trade Centre Building Committee, on behalf of Exhibition Place, approved the restoration of the Haines Murals at a cost of \$43,713.60 (excluding GST); and further, the agreement between the Board and the CNEA include Elizabeth Shambrook's name as the murals' conservator.

Robert Bowman  
*President*  
Ken Lantz  
*Honorary President*  
Deborah Woodman  
*1st Vice-President*



John Downing  
*2nd Vice-President*  
Brian Ashton  
*Vice-President*  
Jim Melvin  
*Vice-President*

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THE CANADIAN NATIONAL EXHIBITION

January 27th, 1999.

TO: The Executive Committee  
The Canadian National Exhibition Association

FROM: David Bednar  
General Manager

SUBJECT: Loan of Haines Murals to the Board:

**Recommendation**

**It is recommended that the Executive Committee approve the loan of eight Haines Murals to the Board of Governors to be hung on display in the National Trade Centre.**

**Background**

The CNEA possess a number of paintings which rarely get viewed by the public. By agreeing to loan the Murals to the Board this will provide an opportunity for these Murals to be displayed and appreciated by the public at large.

**Discussion**

A formal agreement has been drawn up between the CNEA and the Board and this has been reviewed and approved by both Charney and the Board's solicitor. The agreement contains clauses which ensure that the Board, at its cost, is responsible for the care of the Murals while they are on display

Respectfully submitted,

The foregoing report was reviewed by the Executive Committee at its meeting of February 3/99 and is recommended to the Board of Directors for APPROVAL.

David Bednar  
General Manager

"A"

**THIS AGREEMENT** made in triplicate this 15th day of October, 1997

**BETWEEN:**

**THE CANADIAN NATIONAL EXHIBITION ASSOCIATION**  
(hereinafter referred to as the "Association")

**OF THE FIRST PART**

- and -

**THE BOARD OF GOVERNORS OF EXHIBITION PLACE.**  
(hereinafter referred to as the "Board")

**OF THE SECOND PART**

**WHEREAS** the Board desirous of borrowing eight Haines Murals (hereinafter referred to as the "Murals") owned by the Association for display in the National Trade Centre;

**AND WHEREAS** the Association agrees to loan the Board eight Murals for display in the National Trade Centre;

**NOW THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the parties hereby agree as follows:

**1. THE ASSOCIATION HEREBY AGREES:**

- (a) to loan to the Board those eight (8) Murals more specifically described in Appendix "B", attached hereto and forming part of this agreement, on an extended loan for display in the National Trade Centre (NTC) provided that the Association shall have the right to request the use of the Murals at any time;
- (b) that if the Association requests the use of the Murals for its own purposes the Murals will be removed from and returned to the NTC and replaced at the cost and expense of the Association;

- (c) that it is the owner of the Murals and that no other person possess any rights or claims with respect other to ownership, including moral rights, with respect to the Murals, and that it hereby releases and indemnifies the Board with respect to any such claim.

**2. THE BOARD HEREBY AGREES:**

- (a) to install the Murals and remove the Murals at the end of the Term of this Agreement at the expense of the Board under the supervision of a Conservator chosen by the Association;
- (b) to provide all necessary insurance coverage;
- (c) to take professional care of the Murals for the Term of this Agreement;
- (d) to take all reasonable precautions as indicated by the Conservator:
  - (i) to ensure that the Murals are protected from interference from the public;
  - (ii) to protect the Murals from extreme variances in temperature; and,
  - (ii) to protect the Murals from damage from fire and water;
- (e) to regularly inspect the Murals for signs of deterioration and/or damage and to immediately inform the Association if any such signs are detected;
- (f) to maintain the Murals at the expense of the Board with the appropriate level of maintenance, as determined by the Conservator chosen by the Association;
- (g) that in the event of:
  - (i) any leak or break in water pipes which would affect the safety of the Murals, the Murals will, as soon as reasonably possible after the detection of such leak or break, be moved by the Board to a safe place so that the risk of damage by water is reduced and/or eliminated; and,
  - (ii) the outbreak of fire in the building and such fire would affect

the safety of the Murals, the Murals will, as soon as reasonably possible after the detection of such fire, be moved by the Board to a safe place so that the risk of damage by fire and/or smoke is reduced and/or eliminated;

- (h) that if the Murals are moved at the request of the Board they will be moved and replaced at the cost and expense of the Board under the supervision of a Conservator chosen by the Association;
- (i) at reasonable times, to allow representatives of the Association at its own expense, access to the National Trade Centre in order to inspect the Murals;
- (j) that ownership of the Murals vests with, and shall remain with the Association.

**3. TERM:**

The Parties agree that the loan of the Murals shall be for a Term of three (3) years commencing on April 1, 1997, and expiring on March 31, 2000, unless terminated by either party in accordance with the provisions herein.

**4. TERMINATION:**

Either party may terminate this agreement by giving to the other party thirty (30) days notice in writing.

At any time that either party gives notice of termination of this Agreement then the Murals will be returned to the Association at the expense of the terminating party.

**5. NOTICE:**

Any notice provided for by this Agreement or by law to be given, served or exercised by or upon the Association may be given or served by delivery by electronic mail, facsimile, courier or by depositing in the mail, postage prepaid by registered mail, a letter addressed to:

**The Canadian National Exhibition Association  
Press Building, Exhibition Place,  
Toronto, Ontario.  
M6K 3C3.**

**Attention: General Manager.**

Or such other address as the Association may advise in writing, or may be served upon the Association or any other person hereafter authorized by the Association to receive such notice;

Any notice provided for by this Agreement or by law to be given, served or exercised by or upon the Board may be given or served by delivery by electronic mail, facsimile, courier or by depositing in the mail, postage prepaid by registered mail, a letter addressed to:

**The Board of Governors of Exhibition Place  
Executive Offices, Queen Elizabeth Building,  
Exhibition Place,  
Toronto, Ontario,  
M6K 3C3**

**Attention: General Manager**

Or such other address as the Board may advise in writing, or may be served upon the Board or any other person hereafter authorized by the Board to receive such notice.

Any notices given or served as provided herein shall be effectual and binding for all purposes upon the principals of the parties so served and, if mailed or delivered by courier as aforesaid, shall be deemed to have been received in three (3) business days from such mailing, one (1) business day for electronic mail or facsimile or in the case of delivery by courier, within two (2) business days following the pick-up by the courier.

6. No action or failure to act by the Association or the Manager shall constitute a waiver of any right afforded to the Association or the Manager under this agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed to in writing by the Association.
7. Any dispute shall be mutually resolved between the General Manager of the Association and General Manager of the Board.
8. **SEVERABILITY:**

In the event any part of this Agreement is rendered void, invalid or unenforceable by any court or rule of law for any reason then the remainder of this Agreement shall not be affected thereby in any way but shall remain enforceable.

**9. AMENDMENTS:**

The Association and the Board agree that there are no representations or undertakings apart from this Agreement and the entire agreement is contained in this License Agreement and shall be binding upon the parties to it and upon their heirs, executors, administrators and successors and any authorized assigns, and cannot be waived or varied by any oral representation or undertaking. This Agreement, and its related terms and conditions and schedules, is not subject to amendment or reformation except by written agreement executed by both parties.

**10. NON-ASSIGNMENT:**

The Board is not permitted to assign, without the written consent of the Association, which consent may be arbitrarily withheld provided that any change in the composition of the Board or in the proportionate partnership interests of the partners of the Board shall have no effect on this agreement, and this agreement shall continue in full force and effect upon the occurrence of any such change. Any change in the composition of the Board or in the proportionate partner interest of the partners of the Board shall not result in an assignment of this agreement.

**11. ENTIRE AGREEMENT:**

It is agreed between the parties that this Agreement, together with the attached Appendix "A" constitutes and expresses the whole Agreement between the parties and there is no oral understanding changing or modifying this Agreement. Any amendment to this Agreement must be in writing and signed by both parties hereto.

**12. In the case of any dispute the decision of the General Manager of the Association will be binding.**

Signed this      th day of     , 1999, at Toronto, Ontario.

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General Manager  
The Board of Governors of  
Exhibition Place

\_\_\_\_\_  
General Manager  
The Canadian National  
Exhibition Association

## **APPENDIX "B"**

### **FREDERICK HAINES MURALS**

#### **FACT SHEET**

Total of eight separate murals, each approximately 20 feet in length by 8 feet in height.

Commissioned by the CNE Association for installation in the Government Building (also known as the Arts, Crafts and Hobbies Building; currently known as the Medieval Times Building).

Installed in the Government Building around the base of the main dome in 1929.

Murals executed under the direction of Frederick Haines, President of the Royal Canadian Academy.

Collective title of the murals varies: "Settlement of Canada"  
"Exploration of Canada"

No formal titles for individual canvases. Informal titles taken from content of each mural:

1. Indians hunt buffalo
2. Indians on horses meet settlers
3. Indians trade with French and English
4. Indians with canoes greet British
5. Indians hunt caribou
6. Settlers farm with oxen
7. European woman greeted by British officials
8. Settlers and priests portage with canoe

Three murals were restored by the Canadian Conservation Institute in Ottawa, 1978-1981.

Four murals were restored by local Toronto conservators, 1986-1987.

Murals removed from original location (Arts, Crafts and Hobbies Building, formerly the Government Building) in 1993 with Janice Passifume, a fine art conservator, on hand to oversee the de-installation.

All eight murals restored by Elizabeth Shambrook, fine art conservator, in 1996-1997.

Re-framed and re-installed in the National Trade Centre in March of 1997.

Currently on loan to the NTC by the CNE Association.

(D:\Haines)  
October 15, 1997