1988

A communication model approach to the production process a case study of a Canadian independent documentary.

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A Communication Model Approach To The Production Process:  
A Case Study Of A Canadian Independent Documentary

by

Calvin William Moore

A thesis presented to the University of Windsor in partial fulfillment of the thesis requirement for the degree of Master of Arts in Department of Communication Studies

Windsor, Ontario, 1987

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Abstract

This thesis was prompted by a perceived inability on the part of communication scholars (specifically those who construct or utilize models of this process) to adequately portray the experiences of an Independent Producer of mass media content. Even fundamental assumptions like the successful production and dissemination of the content that these theorists embrace may not be presumed in the mind of an Independent Producer who examines his role as a communicator.

In this study the steps involved in creating and distributing media content are examined from the perspective of a participant-observer as he becomes involved in the production of the non-theatrical documentary film *Wild Goose Jack*, the life and work of Canadian conservationist Jack Miner.

As a starting point, a summary of the major events that shaped the realization and dissemination of the film is presented. Utilizing this account as a backdrop a series of models is constructed to portray the various participants and their relationship to each other and the Independent Producer. Several models are employed to demonstrate the change in these relationships over time.
For a closer examination of the process four significant contributors are scrutinized further and their importance to the project as well as their influence over the Producer is explored.

The researcher concludes that the utilization of several models depicting the changing nature of the process presents a much more dynamic overview of this form of communication than any one model could portray. Also, the study reveals the perplexing, even contradictory nature of Independent Production. Fundamentally, the Producer is the central driving force behind the project, bringing together disparate players and co-ordinating their activities for a common goal. Nevertheless, the Independent Producer is often controlled and manipulated by these participants and ultimately becomes isolated from the mass audience he is trying to reach.
Acknowledgements

To Jim, Hugh and Max, for their guidance and support on such short notice:

To Karen, who had the keys buzzing and the discs spinning;

To Jeff, for letting me squash those frustrating days out of existence;

And to Dad, Bev, and the Bradleys for their ongoing interest and support:

Thanks.
Dedication

For Kim, Rooney, Margaux, Mitts and Molly.
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Introduction

In 1977 I became involved in the conception and the production of an award-winning non-theatrical documentary film entitled Wild Goose Jack, the life and work of famed Canadian conservationist Jack Miner. The project was realized mainly through the initiatives of myself and two colleagues, James Linton and Michael Murphy. We three became immersed in the myriad activities that were necessary for the production, distribution and exhibition of the film. Since this was our first major film production it proved to be an invaluable learning experience.

My interest in documentary film production had stemmed from my activities as a student of communication studies. However, as I resumed my studies following the production of our film I began to question some of the theoretical concerns of this discipline: specifically its failure to address my experiences as a communicator. What nagged at me, in particular, were certain assumptions about the production, distribution and exhibition of a film (media content) that were manifested most noticeably in communication models.

Some Communication Models As Applied To Production

Denis McQuail and Sven Windahl have defined a model as "a consciously simplified depiction in graphic form of a
piece of reality."¹ Karl Deutsch, in *The Nerves of Government: Models of Political Communication and Control*, has attributed three significant functions to models: (1) they have an organizing function and provide us with images of wholes that we may not perceive; (2) they explain through providing in a simplified way information that would otherwise be complicated or ambiguous; and (3) they offer predictive capabilities.

Given these possible benefits it is not at all surprising that communication scholars have produced a spate of models. However, in striving for the simplicity espoused by McQuail and Windahl many of these models have lost sight of two major concerns—the creation of the message itself (production) and the likelihood of the production ever being distributed or exhibited (i.e., received). Certainly in most applications many different models may well describe the film-making process, particularly when distribution agreements have been struck prior to a production's completion.

From my perspective as an Independent Producer² of a non-theatrical film, however, these fundamental notions


² For this study an Independent Producer is defined as one who produces media content but is an entrepreneur and not an employee of a corporation or a government-funded institution. Such a producer is rarely involved in distribution and is not involved in the exhibition of media content.
could not be assumed. Many participants played a crucial role in the production of the film and all that followed as we attempted to have it distributed and exhibited. It was this joint interaction that shaped the entire process.

This paper, then, is a case study and a critical analysis of the making of *Wild Goose Jack*. It will concentrate upon the conception of the film, its production and the establishment of a distribution/exhibition network, from 1977 to 1983. It will present an example of that occasion when communication models have failed to reveal the dynamic nature of the production, distribution and exhibition of an Independent Producer's non-theatrical documentary film. To redress this shortcoming a model that encapsulates this particular production will be constructed. The study will also go beyond this graphic overview and focus specifically upon some of the participants who, in effect, fettered the freedom of the Independent Producers and made the venture much more of a co-operative effort than the adjective "Independent" implies.

In their attempt to represent the communication act most model-builders have held to a fundamental assumption that the message to be communicated has been completed and is now being disseminated and received by an audience. The "hypodermic needle" model of communication states (some

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3 In its application here the adjective "Independent" is an ironic one for they are indeed very dependent upon others during the entire production process and beyond.
models can be put into words): "we inject ideas or messages or values into people."⁴ Among its other deficiencies, this primitive model assigns to the sender of the message control over both the message it creates and the means with which it is transmitted. Lasswell's enunciated model⁵ also says little about the creator of the message, other than identifying it, and again assumes that this agent is in control of the message and that it has been received in some way by an audience. Although it is meant to be a widely applicable representation of communication, the Shannon Model⁶ (Fig. 1) also fails to address my concern. One certainly could interpret this generalized model to be another that grants the sender of the message the type of control that this Independent Producer could never assume.

Fig. 1 Shannon Model


⁶ Ibid., p. 24.
A message is understood to have been created but no context is given for its creation nor are the factors that weigh upon its dissemination considered.

The Westley-MacLean Model\(^7\) (Fig. 2) focuses upon the gatekeeper in the communication act and presumes the existence of a number of possible senders. This model seems more appropriate than some of the others for it is at least establishing that the sender/creator of a message may or may not be selected by the gatekeeper for entering the communication channel. As producers of our film we, too, were never certain whether or not the film would be distributed, let alone exhibited, as we proceeded along with the production. This model still oversimplifies the structure of the "Sender" component and fails to portray

\[\text{EVENTS}\]

\[X_1\]
\[X_2\]
\[X_3\]
\[X_4\]
\[X_{10}\]

\[\text{Sender} \rightarrow \text{Gatekeeper} \rightarrow \text{Audience}\]

\[\text{Feedback}\]

\[\text{Feedback}\]

\[\text{Fig. 2 Westley-MacLean Model}\]

those agencies connected to the sender which may have affected the sender's decision to select an event for communication or the eventual content of the communication and in effect operate as "gate keepers" themselves.

Granted, these models portray a very simplified, generalized overview and are more comfortable describing interpersonal communication (except for Westley-Maclean which is particularly applicable to journalism). Nevertheless, even more sophisticated models that address the unique qualities of specific kinds of communication fail to adequately depict the experiences of an Independent Producer of a non-theatrical documentary film. McQuail and Windahl acknowledge the need for a variety of models to address specific needs: "It should become apparent that anyone is in a position to construct his own models of a given aspect of the communication process." 8

Garth Jowett and James Linton, in their book *Movies as Mass Communication*, have heeded this assertion and consequently, produced their own version of a communication model as it applies to movie production. In part as an attempt to reconstitute movies within the framework of mass communication, the authors acknowledge the dynamic nature of movie-making--just as this non-theatrical film producer would--when they argue that "a full understanding of their nature, function, and effects requires an approach that

8 McQuail and Windahl, *Communication Models*, p. 3.
focuses on movies as a process of communication. The Jowett-Linton model (Fig. 3) attempts to depict this process by identifying the components that play a part in a movie's production, dissemination and reception, with the attendant feedback throughout. Owing to the complexity of this process, the "Sender" component, well-known to other models, has been broken down into three segments: production, distribution and exhibition.

Fig. 3 Jowett-Linton Model

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10 Ibid., p. 18.
The logical flow from production to distribution and then exhibition is straightforward, and in that sense it belies the complexity with which I am familiar. For example, the production segment is obviously the principal supplier of the movies through its ascribed position as the creator of the content. However, nothing more can be ascertained from this graphic depiction of "production." It is, in effect, a "black box" where completed movies spring forth ready to move through the distribution and exhibition phases, and ultimately, to an audience. No attention has been given to those factors which may have influenced the production and, subsequently, the manner in which a movie would be handled by distributors or exhibitors.

Though the Jowett/Linton Model is a specific elaboration of a communication model and begins to address some of my concerns, it holds the same fundamental assumptions as all but one of the other models described previously. It is presumed as a first principle that the production has been completed and it is now in the process of being disseminated and received. Again, this model would portray inaccurately my perception of this process. For a better understanding of my experience another specific model type would need to be constructed. Indeed, if it were to capture the essence of the process it must aim to portray more of the dynamism and the many interactions that permeated our non-theatrical documentary film's production, distribution and exhibition.
Previous Studies of Production As A Process

This concern for the illumination of the process has just recently come under the scrutiny of media researchers, though understandably on the larger scale of mass media organizations. Joseph Turow suggests that:

Scholars are now recognizing the need to understand the organizations that produce mass media material,... and this need also applies to mass media complexes—that is, to informal conglomerations of organizations continually interacting in the process of producing and distributing mass media content.11

Though the communication process may be receiving increased attention the published studies that most resemble the one to be undertaken here for the most part lack the rigor and scholarship that Turow would espouse. In effect this study is a variation of the "making of" theme that is now very current in writings on the motion picture industry: an eyewitness account of the participants and their activities that affected the way in which a film was realized and brought before an audience. Lillian Ross' Picture is the benchmark for this type of case study. Her book portrays the power struggle that coloured the genesis and the production (including sneak previews) of John Huston's The Red Badge of Courage. Through this work one gains an appreciation of the constraints imposed upon Huston, and ultimately upon the content of his film, by his

superiors, including the legendary Hollywood mogul Louis B. Mayer.

Other similar accounts have been published from time to time. In an amazing twist of Ross' well-known theme, Stephen Bach's *The Final Cut* presents an insightful portrayal (from a major participant) of the events that precipitated the demise of an entire production company, United Artists, through the arrogance and intimidation tactics of director Michael Cimino as he held dominion over *Heaven's Gate*, one of the greatest box office disasters in movie history. Dore Schary's *Case History of a Movie* and Lindsay Anderson's *Making of a Film* are also case studies of movie-making examined by a participant. Though all of these examples express some opinions on each specific project, they refrain from employing a conscious analytical technique. These studies in most cases react to events as they arise through the authors' personal observations, but refrain from further interpretation - i.e., what this means for movie production (or mass communication) as a social phenomenon.

In another study, *The Making of "The Group"* (more like Lillian Ross' participant-observer tack) Pauline Kael presents a critic's eye-view of the process. Her rationale for this study reflects a perceived crisis within the American movie industry. Essentially she is attempting to learn about the kind of people who make movies and while doing so presents a highly opinionated analysis (bordering
on the psychological) of the main participants, both behind and in front of the camera.

One of the more intriguing and thought-provoking revelations is Herbert Biberman's "Salt of the Earth: The Story of a Film." This is an autobiographical account of the director's struggle to produce and distribute his motion picture, Salt of the Earth, in the face of McCarthyism and its repercussions throughout the 1950's. The modest Independent Production with its theme of worker solidarity overcoming inhumane big business interests aroused the ire of the Hollywood establishment and the motion picture industry undermined the exhibition of the film, even in Europe. Needless-to-say Biberman's account is emotionally charged and highly critical of the political forces that can dominate the movie industry (in an era of hysteria) when dissenting views of the accepted mythology are offered. The politically-sensitive nature of this production consequently induces a more wide-reaching analysis of the process than most other studies. As such it is more an examination of the politics of mass communication (movie-making) and it identifies those elements of control which are not overtly relevant to most films.

Other case studies of movie-making have been attempted by others lacking the perspective of either an observer or a participant. Such studies offer anecdotal narrations (through interviews with the participants and other research) that led to the production of landmark movies.
Oliver Goldner and George E. Turner's *The Making of "King Kong": the story behind a film classic* and Aljean Harmetz's *The Making of "The Wizard of Oz"* follow this formula. In each case the major participants are identified and some biographical information is related. These books also delve quite extensively into the magic of movies, the special effects techniques that bring written imaginings to filmic reality. Suited particularly to the "movie buff" these works eschew any semblance of a critical analysis couched within a theoretical framework. Obviously it is the legendary status of these movies and their marketing potential as a publishing spin-off that encourages books such as these. One might also conclude that there is an inverse relationship between the popularity of a movie and the seriousness with which it is studied through these written accounts.

Television production has also been scrutinized through case studies. Stephen E. Whitfield and Gene Roddenberry's *The Making of "Star Trek"* offers an intimate portrayal of this paradoxically short-lived yet enduring television series. James Lynch's *Seven Days with "All in the Family*, too, peruses one of the most intriguing programs ever to reach an American television audience. His study is strictly a factual account of the production activities that commenced when an episode was introduced to the cast and crew in scripted form and ended when a polished program was
assembled from the best moments of the two taping sessions and any other re-takes.

Two British studies undertake the examination of television production in a more conscientious manner. Manual Olvarado and Edward Buscombe present a detailed examination of production in their case study "Hazell: The Making of a T.V. Series." In part this book is an attempt to reveal how television programs are made and thereby allows interested readers to get inside the "black box." Also, the authors set out to identify those forces within the entire production and exhibition system (directors, producers and writers, for example) that make the television programs what they are.

A rigorous scholarly examination of the process is presented in Philip Elliot's The Making of a Television Series: A Case Study in the Sociology of Culture. Elliot examined the forces which shaped the production of a seven part British television documentary series entitled "The Nature of Prejudice". His premise was "that there is a relationship between artistic and cultural forms and social structure."\(^{12}\) The author utilized a participant-observer method with the hope that this approach could "throw light on the relationship between culture and social structure as it is mediated through television."\(^{13}\) Through this case


\(^{13}\) Ibid., p. 6.
study approach Elliot sought to reach an understanding of the general features of television production and to explore the relationship between society, producers and the audience. Though he does address the issue of those forces which influence a production Elliot again, as in the other case studies cited (and the models before them), could assume the existence of a distribution/exhibition channel that would allow the program to be transmitted to an audience.

Research Objectives and Hypotheses

For the particular analysis of an Independent Production proposed here, however, even such a fundamental assumption must be reconsidered. The communication model that would represent this specific activity should attempt to depict the dynamic nature of the production and the interactions which shape the process as it is produced, distributed and exhibited. These interactions with the other participants within the process would subsequently constrain the activities of the Producers as they strove to realize the production.

Paramount to this filmmaking endeavour is the means by which financial capital is raised and the way in which such investment shapes the process. While the creative component of production is obviously a major concern as noted above, it is hypothesized that the business side of the production becomes a dominant partner in such a non-theatrical documentary film's production. Moreover, it is
expected that the availability of government inducements can shape the process as these incentives introduce a concomitant increase in the administrative duties of the Producers, which force them to shift their attention away from the creation of the film itself.

Given the entrepreneurial nature of such activities and the fact that they are carried out outside the mainstream communication industries by Independent Producers, the filmmakers need to establish a network of individuals and organizations offering services that are necessary for the film's realization. It is hypothesized, then, that as a result of this network the Independent Producer is largely an interpersonal rather than a mass communicator. Furthermore, in a related matter, were one to consider the importance of feedback, especially from the audience, as the Independent Producers of a non-theatrical film it is anticipated the Producers would be embedded in the process, isolated or insulated from the audience.

Outline Of Research Approach and Study Structure

This case study of the making of Wild Goose Jack will proceed in three stages. The first stage will take the form of a participant-observer narration of the events identifying those individuals who played a significant role in the production and distribution of the film. All correspondence and documents relating to the film are available and I have kept a diary of my activities and of the team's activities during the project. The other main
participants are also available for querying and confirming information.

As for the use of participant-observer research Lofland writes (and quotes Goffman),

...in the absence of "first hand acquaintance, the research scholar will unwittingly form some kind of picture of the area or the field he proposes to study. He will bring into play the beliefs and images he already has to fashion a more or less intelligible view of the area of life." Often his images are derived from a preformed social science doctrine. Motives, meanings, actions, consequences are imputed rather than observed, discovered and articulated....Without the discipline of close-up observation—of intimate familiarity—even the wildest of the observer's fantasies may come to the fore and contaminate the portrayal.  

It is precisely this preconceived notion of the communication process which I hope to address through the utilization of participant-observer research. Of course this tack is perfectly suited, if not unavoidable for this study. Certainly my intimate role in the production, giving equal weight to participant as to observer, precludes any fear of events being staged.

Following this establishment of the facts the study will develop and present a series of models that depict the process that had been related heretofore. In an attempt to capture the dynamic quality of this venture, however, these models will be utilized to portray the various stages on the film's development. They will represent graphically the

interactions, which developed between the Producers and the many individuals and organizations who contributed to the production. In order to simplify the process (as part of the rationale for model use) some of the participants will be grouped into broad categories of interactions that sum up their particular talent or expertise (e.g., all lawyers we dealt with would be slotted into the "Legal" category of interactions).

By employing a series of "snapshots" of the work in progress these models will help to point out when certain types of interactions entered the process, typifying the dynamic nature of the production process. The utilization of these models will also provide the capability to gain a broader perspective on the entire process; something which should exceed the range of most participant-observer research. Only following these representations will a final model, depicting a summation of the entire process, be presented and the many categories of interactions grouped together. The features of this model will then be compared to the Jowett-Linton model.

From this last summary model four significant categories within it will be identified and examined in greater detail. Many facets of the relationship between these categories and the Producers will be revealed through specific incidents which involved the parties and observations will be presented as to the implications of these events for the production. This section will comprise a
significant portion of the analysis for, again, even the use of these extra models can depict only a simplified representation of the process in terms of who interacted with whom, and over what period of time these interactions occurred. These interim models are an attempt to demonstrate the dynamic nature of this undertaking but it is only through this subsequent investigation that the subtleties of some of these interactions can be adequately described and analysed in order that certain aspects of the hypotheses articulated above can be investigated adequately. Although the creative side is a crucial aspect of the process, this particular analysis will not focus on that facet to any extent; instead the creative aspect will noted mainly when external forces have impinged upon it.

The final chapter will summarize the findings which have been brought forth in the preceding chapters, and conclusions will be drawn that address the concerns raised within this introduction. Some recommendations for future research will also be included.
"Wild Goose Jack": The Production and Beyond

Introduction

On the evening of November 14, 1982, the documentary film *Wild Goose Jack* premiered in Windsor, Ontario before an enthusiastic audience of about 300. Most, if not all, of the invited had known about the production of the film for some time, even some of its most intimate details, an unusual characteristic for an audience. Several in attendance were related to the Producers and had been supportive not only emotionally but financially. Some were friends who had devoted their time and talent to the project. Many others were investors, those who believed enough in the project to give it the financial springboard it needed. For the Producers, as they looked upon the enthusiastic applause from these well-wishers and supporters, it was like scanning a gigantic jig-saw puzzle—with each participant and supporter being another piece which brought the film to its resolution. More work would lie ahead but, for now, all those who played a part could bask in the glow of a film which which had been the dream of a few people for over forty years.

15 Unless otherwise indicated the events related herein have been culled from the author's personal notes, diaries, and recollections.
A Treasure Discovered (1977-1980)

In the spring of 1977 the town of Kingsville, Ontario planned a special ceremony to celebrate the unveiling of a statue of its greatest citizen—Jack Miner, the world-renowned conservationist and founder of the Jack Miner Bird Sanctuary. At that time I was employed at a local cable television station and, upon hearing about the proposed ceremony, I volunteered to produce a documentary about the unveiling and about Jack. In March of that year I introduced myself to Manly and Jasper Miner, Jack’s two surviving sons. They co-operated fully and, in turn, they introduced me to Beth Shaughnessy a local amateur historian and the prime mover in the Jack Miner statue project.

When I explained the cable television production plan Beth enthusiastically volunteered her services. When I also mentioned the fact that the production would like to include some information about Jack—any photos would be appreciated—Beth came up with that and more. She produced several old cans of 16mm film, some of which were in colour. They were from the early 1940’s, the last few years of Jack’s life, and while their condition was deteriorating a few of the films were quite usable and they included shots of an aging Jack Miner. What was even more intriguing about this unique collection—who has home movies, in colour, from the 1940’s?—were two rolls of 35mm motion picture film, negative and positive. They were labeled "Test Roll" and were apparently shot by R. Flaherty—that was the name
written on the film's leader. The only R. Flaherty which came to mind was Robert Flaherty the famous documentary filmmaker, he of Nanook of the North. This was, perhaps, a find of some significance.

The Jack Miner documentary was produced and presented on the local cable community channel but this startling discovery ensured that more was to come. The Flaherty footage was handed over to James Linton a professor of Communication Studies and a noted documentary film scholar. Jim was intrigued by this find just as I had been and he decided to investigate. He met with Manly Miner, Jack's eldest son and overseer of the sanctuary, to inquire about the Flaherty film. Manly confirmed that Flaherty had indeed visited the sanctuary during the 40's. He had stayed with the Miners over a weekend and had shot a test roll of film. All of this was in preparation for a documentary film which Flaherty was going to do about Jack under the guidance of Gabriel Pascal, a film producer best know for his film adaptations of George Bernard Shaw's plays.

Jim's investigation led him to presenting his findings to the Museum of Modern Art in New York and eventually publishing an article about this aborted Flaherty project— one which had hitherto been unknown by Flaherty scholars.16

In the meantime, through 1978, Jim and I kept in touch with the Miners. I produced a short video tape on Jasper Miner and his bird-banding operation for a graduate course I was taking. As the sincerity of our interest in the sanctuary could no longer be questioned, Manly began to open up to us. He eventually revealed to Jim his real treasure. Sitting in a neglected corner of a long-abandoned building were several rusty cans of old, rotting 35mm film. According to Manly they had been shot by employees of Henry Ford's Motion Picture Division and they documented the growth of the sanctuary and Jack's work from about 1914 to 1942. Jack had shown these films during his many years of lecture tours. The proceeds from these presentations helped to sustain the sanctuary.

Jim discovered that several cans contained positive projectable stock but he was also alarmed to find that some of the rusting cans housed highly volatile nitrate negative film. He strongly asserted that this film was far too dangerous to be kept on the sanctuary grounds and, besides, he stressed that these valuable documents should be preserved and restored. Manly heeded this advice and consented to Jim's recommendation that all the footage, including the 16mm films, be shipped to the National Archives in Ottawa for restoration and preservation.

Clearly, by late 1978, it was evident that the foundation for a major documentary film on the life and times of Jack Miner was there--36 years after the first
attempt was aborted. A third participant, Michael Murphy, was brought into the picture as plans to produce a film slowly began to form. As our relationship with Manly solidified he began to reveal even more of his holdings to us. Among his cache was a cornucopia of photos, literally hundreds of them. Most had been taken by Dr. Robert Sloane, a local dentist and friend of Jack's, and their negatives were also in Manly's possession. It seemed like every day of Jack's life had been captured on film.

Manly also showed us a 16mm film he possessed which had been produced by the CBC television series "This Land of Ours." It had been produced in 1967 but it only touched upon Jack and utilized very little archival material. The only known recorded speech by Jack, made in 1944, highlighted this superficial effort. If nothing else, the CBC production only strengthened our resolve to produce a film about Jack.

By the fall of 1979 work began in earnest. We approached Beth Shaughnessy about doing the film and she expressed her delight and support. As a confidante and booster of the Miners, we thought it prudent to check with her first. In November we introduced the notion to Manly and he, too, was supportive and enthusiastic--up to a point. As the founder and president of the Jack Miner Migratory Bird Foundation we had hoped that Manly would give us some

17 Please refer to Appendix for further biographical information.
financial support to our project. He balked at this suggestion, however, stating that such a gesture might compromise the status of the Foundation in the eyes of its contributors—if the Miners have enough money to make a film then they don't need any more donations. Similarly, Manly was reluctant to pass on the names of major contributors for fear that they would invest in the film and thereupon forgo their contribution to the Foundation.

Although this represented a major setback it was not totally unexpected. At this stage there were two major avenues to pursue. One, research, was fairly straightforward and was mostly time-consuming. The other, fundraising, was harrowing and presented only rough going.

As a first possible source of financial aid we considered government agencies who assisted artistic and cultural projects. A notice in our local newspaper, The Windsor Star, alerted us to the possibility of receiving financial assistance through the Canada Council's Explorations Programme. According to the Canada Council's literature:

The purpose of the Explorations programme is discovery in the arts, humanities and social sciences of new forms of expression, public participation and of new insights into the Canadian heritage. Applications to Explorations are evaluated on the basis of the quality and potential appeal of the project submitted and the ability of the applicant(s) to carry it out successfully.  

We applied for and received an application. Among the information requested was: a project description; information about ourselves—our citizenship and backgrounds; a budget; and a list of assessors we recommended for weighing the project's merits. We also secured and included letters of endorsement from Manly and Beth. Though the project certainly merited consideration, we realized that it was not likely to be accepted. Two significant factors worked against us: the size of the budget ($20,000); and our limited production experience.

While we waited for a response (due in about two weeks) research went on. We began visiting the sanctuary regularly, gathering information. This daunting task had been greatly simplified through Beth'Shaughnessy's efforts. A year earlier she had received a government grant to assemble the Miner family's enormous collection of newspaper clippings. Most of them were about Jack and they had been compiled by the Canadian Press Clipping Service at the behest of Col. MacLean, the Canadian publishing baron and an admirer of Jack Miner. The clippings now resided in 45 oversized three-ringd binders arranged in chronological order. Some of the articles went back to the turn of the century. Jack had also written two books during his lifetime, Jack Miner and the Birds and Wild Goose Jack, and these acted as touchstones for much of the research.

By February of 1980 there was still not much of the old footage in our possession from the National Archives in
Ottawa. I went to Ottawa to view the films, meet the NFA archivists and attempt to determine when 16mm copies of the material would be ready. Some of the footage, the safety film, was viewed and logged but it would be many months before all of the film was in our possession. The dangerous nitrate stock made even the archivists nervous and they were particularly slow in garnering prints from this material.

On March 10, 1980, we received the expected from the Canada Council. Our submission had been rejected but in a note of reassurance Mr. Robert M. Kennedy, Head of the Explorations Programme, stated, "This does not mean that your project was not interesting or worthwhile. The council received 442 applications in this competition and awarded 98 grants. Awards were made to those most highly recommended by the Explorations selection committees."\(^{19}\) No definitive explanation was given for the rejection though we assumed that our relative inexperience and the budget size were largely responsible. Our request for information pertaining to the selection process was subsequently denied.

The search for financial assistance continued, nevertheless, for this was not our only possibility. The Ontario Arts Council was considered and an application for funding was requested. As with the Canada Council application, we

\(^{19}\) Mr. Robert M. Kennedy, Head, Explorations Program to James M. Linton, Ottawa, Ontario, March 10, 1980, Files of Clear Horizon Films, Incorporated, Windsor, Ontario.
surmised that those same two shortcomings blocked any chance of financial assistance. We were proven prescient.

Research continued despite the setbacks. A trip was made to Toronto and the CBC Archives was pursued for any audio-visual material on Jack Miner. The 1944 radio address used by "This Land of Ours" was located though Jack's speech was only nine minutes long and he was cut off in mid-sentence by the ubiquitous voice of a CBC announcer. It was the only material on file at the Archives.

On the first of April, 1980 Jim, Mike and I held a fairly significant meeting. We considered other possible funding sources--The Ontario Heritage Foundation, Wintario, and private investment.

The Ontario Heritage Foundation was subsequently approached by letter and after several weeks it was made known to us that the Foundation was simply not mandated nor funded to help out such projects. Similarly the local Wintario office turned down our request because it, too, was not established to fund such projects, particularly those of a commercial nature.

During this April meeting we also concluded that this project required firmer legal footing. First, we decided to contact Manly and make the necessary steps to ensure that we had the exclusive right to do the film. Secondly, we agreed upon the need to incorporate. This would serve a number of purposes: (1) the corporate charter would define our purpose thereby clarifying our commitment to the project; (2)
as an incorporated company we would be able to sign an Exclusive Rights Agreement with the Miners; (3) our status as a corporation would allow us to pursue other funding avenues such as the Capital Cost Allowance.

In mid April we attended a presentation by a Toronto brokerage firm representing Nelvana Productions' proposed film "Drats." Their detailed and expensively printed Prospectus invited members of the public to invest in the production through the purchase of units or shares. Each unit was worth $5,000 and an investor could, through the Capital Cost Allowance Program, write off this investment when filing his income tax form. It quickly became evident that an investment package of this sort would provide our best, if not our only means of securing financial backing.

By May, 1980 we were on our way to incorporation. We decided to call our company Clear Horizon Films and Jim's wife Shirley, an articling lawyer at McTague and Clark, Barristers and Solicitors helped sort out some of the legal entanglements. There were forms to be completed and the name of the company had to be researched and cleared with the government's listing of other corporations. The Articles of Incorporation had to be assembled, reviewed and finalized.

When work progressed beyond the preliminary stage we engaged the services of Robert Clark of McTague and Clark, an experienced corporate lawyer. While Mr. Clark had not dealt with the film business previously, he perceived that
this would not be too troublesome, particularly since all corporations were subject to the same laws and procedures. Besides, we surmised, he probably took us on because we were somewhat of an amusing and interesting novelty.

A friend in accounting, Terry Off, volunteered his services and ultimately the firm with which he was employed, Lee, Plunkett and Associates, became our corporate accountants. By the 6th of July, 1980 Clear Horizon Films was incorporated in the eyes of the Ontario government and its statutes.

Early in July Mike went to Toronto and met with representatives of the Secretary of State and the Ontario Securities Commission to investigate the possibility of utilizing the Capital Cost Allowance for film investment much like Nelvana had done. Mike was informed that the best tactic for us (as a low budget production) was to utilize the investment opportunities afforded by the Capital Cost Allowance through private investors, not the public, by issuing an Offering Memorandum and not a more costly Prospectus.

Originally, the Capital Cost Allowance, which allowed tax write-offs for investors of certain specified ventures, had been limited to feature-length films but in 1976 this incentive plan had been expanded to allow investors to write off 100% of their investment in taxable income for films of significantly less time (under 75 minutes) and, most likely, smaller budgets. In order for investors to reap the reward
of the write-off, the film in question would have to qualify as a "certified production" as defined by the criteria set out by the Canadian Film Certification Office, a branch of the Secretary of State. It was up to the producers of the film to ensure that all regulations and procedures were followed in order to obtain certification.

The first order of business was to send a letter to the Secretary of State requesting a "Preliminary Letter of Opinion." This would give us the opportunity to enunciate our status—that of the company, ourselves, and the nature of our proposed film—in order that we might quickly establish where our project stood vis-à-vis the criteria for certification. Such an opinion was necessary to ensure potential investors that their investment would be eligible for Capital Cost Allowance treatment should all the necessary conditions ultimately be met.

The Canadian Film Certification Office replied to this request the following month. The letter, in part, stated:

In view of the above, it appears that Wild Goose Jack will comply with all the requirements of Subsection 1104(2) of the Income Tax Regulations, and should therefore have no difficulty upon the producer's satisfactory completion of the appropriate application forms, in qualifying for certification for 100% Capital Cost Allowance purposes.

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20 The Canadian Film Certification Office was later renamed the Canadian Film and Video Certification Office and it became a branch of the Department of Communications.

We also spent some time early in July plotting a production/business schedule covering the next ten months. On the business side, we proposed to have our Offering Memorandum package assembled and ready for inspection by potential investors on or about August 22nd. We hoped to have our investors secured by the end of September. As for the production, a Treatment/Outline was slated to be completed by September 1. Production was to begin October 11 and filming was to be completed by the end of December. Editing was scheduled to be finished by March 1st as we looked to April 10, Jack's birthday, for the air date on CBC television. Needless to say, this was subject to change.

By the end of July, 1980 negotiations with Manly and Jasper Miner concerning the Exclusive Rights Agreement were nearly concluded. Their last two concerns at this stage involved their freedom to carry on with any normal media relations (to which we agreed), as well as their desire to distance the Foundation from any financial difficulties which we as Producers might incur. This was acceptable to us as well. The agreement was to be non-transferable and as such was declaration of the intimate nature of the project. The compensation requested by the Foundation was minimal indeed--the obligatory $1 and a 16mm copy of the completed film.

As the investment package, the Offering Memorandum, came together so did our perception of the film's cost. We increased the budget considerably--it was now set at
$74,000. Manly again consented to write another letter of support and this was included in the package.

Research was ongoing as the multitude of photos in Manly's possession were classified (as to date and topic) and filed for future reference. In early August another trip was made to Ottawa and the National Archives. This time the six rolls of nitrate film were viewed and their contents were logged. The Canadian Wildlife Federation, sponsors of National Wildlife Week (a program set in motion partly to honour Jack), was visited and a search of their files on Jack was undertaken. Nothing new was discovered for most of their information on Jack had been supplied by Manly. The National Sound Archives was also contacted in hopes that it had copies of any radio addresses made by Jack—he had spoken on a world-wide radio link in 1936 commemorating King George V's Silver Jubilee, for example. There was nothing on file and the archivists surmised that the era simply pre-dated recordings of this sort.

Through mid-August we were still tying up some loose ends of our incorporation but the terms of our relationship had been agreed upon. Clear Horizon Films would be an equal partnership and our duties and responsibilities, in company matters, were set out by the corporation's guidelines. Mike was established as the President, Jim was the Vice-President/Treasurer and I was made the Secretary. In all corporate matters we each had an equal vote and all decisions had to be agreed to unanimously. Any financial
success from the film or any future projects were to be considered separately, however, and all remuneration from such projects were to be distributed based upon the relative degree of each partner’s involvement in the project.

By the end of August more headway had been made on a number of fronts. Another cache of nitrate film had been freed by Manly—these were the two reels of Jack’s last film. They, too, were shipped to Ottawa. We had decided that Don Francks, a well-known Canadian actor and an avowed environmentalist, would be the ideal narrator for the film. Steps were taken to contact him and his initial reaction was positive. Roman Melnyk, the Head of CBC’s Independent Production Department, was notified by letter of our proposed film. We felt it was necessary to introduce ourselves, and henceforth, to update him on our project from time to time. The Exclusive Rights Agreement had been finalized and the late changes were being inserted for a September signing. We met with Bob Clark to clarify his relationship to us and to the future Unitholders. There was some concern on our part that once he handled the affairs of the Unitholders, as the Escrow Agent, he would be in conflict with his duties as Clear Horizon Film’s corporate lawyer. Bob re-assured us that both relationships could co-exist without any fear of conflict of interest.

The Offering Memorandum was still being prepared and we culled some essential elements from copies of others on file at the Ontario Securities Commission. Mike had received
some guidance in this from two lawyer friends who worked in Toronto. Bob Clark examined the material as well and suggested some changes (particularly within the Purchase and the Co-Ownership Agreements). The Closing Date was moved back to December 30, 1980 from an earlier one we had previously planned for September—a deadline that was approaching too rapidly.

Work on the project continued unabated on other fronts. Research led to sojourns to the Henry Ford Museum, the Henry Ford Centennial Library (both in Dearborn, Michigan), and the Detroit Public Library primarily in search of audio-visual material about Henry Ford and Jack. We also made preliminary contact with the National Film Board, looking upon this high-profile resource as a possible distributor, in time. While the head of distribution for Independent Productions was cool to our project, as expected, one NFB producer, Judy LeGros, was very enthusiastic and she thought that the film would appeal to a diverse market. Roman Melnyk agreed to meet with us and learn more about our project. While the hour and one half meeting pointed to good things down the road, the CBC made no commitment whatsoever. Indeed, no commitment from the Corporation could have been made at this point under the rules of the Capital Cost Allowance for film and video. These were stipulated to be risk ventures and any prior distribution or exhibition deals prior to the Closing Date undermined the risk involved and indeed, required by the regulations. While the Offering
Memorandum was still incomplete the Exclusive Rights Agreement was finalized and the 9th of September (Manly's birthday) was set as the signing date. Jim notified the local media to see if this event could garner some publicity.


On September 9, 1980 Clear Horizon Films formally entered into an agreement with the Jack Miner Migratory Bird Foundation. The Foundation granted the Production Company the total rights to the story of Jack Miner for a five year period. All material held by the foundation pertaining to Jack's story was also granted to the company during the lifetime of the agreement.

Local media representatives were on hand—a reporter from a county newspaper as well as a news crew from CBF Windsor, the area's CBC station. The newspaper's report proved to be straightforward and positive, but the angle taken by the television station turned out to be something other than what we had expected. Instead of covering the signing as more of a straight news event, the editorial staff decided to treat it as part of a feature story on the future (or lack thereof) of Independent Production. The feature raised more questions than it answered and it certainly undermined the significance of the signing. Our rationale for coverage in the first place was to bring the project to light within the community with the hope that the publicity might help presell the project to potential
investors. CBET's handling of the signing somewhat com-
promised this plan.

A luncheon meeting the day following the signing with
John Laycock, the Windsor Star's movie critic, garnered much
more positive results and led to a front page layout (with
photos) in the following Saturday's Entertainment section.
Our attempts to publicize these activities were meant to
circumvent the criteria for utilizing Offering Memoranda.
Since the regulations for Memoranda prohibited direct
advertising of the Units for sale we took the next best
route. Obviously we desired positive publicity but if
something went awry (as with CBET) we could accept it for it
would at least announce the presence of our project and
possibly pre-dispose investors to our cause.

While, as always, research continued and the Offering
Memorandum finally neared completion it was becoming
patently obvious that this project was far more complex than
what we had foreseen in our July strategy session. By mid-
September we resolved that, due to the rapidly-approaching
December 30th deadline, we weren't in a position to complete
Principal Photography by that time. We concluded that it
would be a disservice to the film and to our future
investors to rush things. We decided to continue pursuing
investors for the 1980 calendar year but we also looked to
finding out the legality of going on into 1981 looking for
investors and moving the last day for Principal Photography
back to December 30, 1981. We had to ensure that any
government changes in the Capital Cost Allowance (there were rumors to that effect) would not hurt investors in either year.

The financial burden of this project had not been too onerous to date, but we were beginning to feel its gnawing effect and our plans for the future (with filming still slated for October) guaranteed that this growing affliction was not to be abated. Indeed the spectre of rising expenses due to the recently-recognized greater complexity of the project prompted us to enlarge the size of the budget to $96,000. This change reflected an estimated increase in the cost of script development, travel expenses, the music soundtrack, equipment rental and the production personnel. As for the Offering Memorandum, that meant that we were now in the market for investors willing to put up $2,000 for each of the 48 Units we had to offer.22

While not mandatory, the Canadian Film Certification Office suggested that those Producers seeking certification should apply for an Advance Tax Ruling. This pronouncement from the federal government would give further credence to the viability of our venture for potential investors and our

22 Each Unit represented a "piece" of the production that couldn't be separated from the rest or sub-divided. A Unitholder was deemed to be part-owner of the film and had the right to control the activities of their representatives, the Producers, particularly as they attempted to distribute the film.

The original budget for the Offering had been set at $74,000 and, at one point, we had also contemplated setting the Unit price at $4,000 each.
legal advisors suggested that we proceed to secure the ruling in due haste.

Near the end of September we met with our accountants and discussed the procedures for setting up our company's books. Unlike Bob Clark, this firm would only advise us on corporate matters. Another accountant, it became Mr. Mel Leiderman of Liptón, Wiseman and Greenspoon in Toronto, would have to be engaged to handle the affairs of the film itself.

By early October we signed up our first Unitholder and immediately used the money to purchase film for the upcoming shoot at the Sanctuary. Though a finished script was still several months away it was felt that we could not delay the production. Two significant factors prompted this decision. First of all, the fall season was the most visually attractive time at the sanctuary (as well as its busiest for birds and people). Secondly, we were concerned about making sure that we captured the Miner brothers on film. Although they were both in fine health, Manly had just celebrated his 83rd birthday and Jasper was approaching 70.

Most of our production equipment was rented from the Communication Studies Department at the University of Windsor and some other specialized equipment was rented out of Toronto. Filming commenced October 18 and continued sporadically for about a month. The bulk of the shooting was done in a one week period from October 28 to November 1
and it concentrated primarily upon activities at the sanctuary—crowds and geese.23

This commencement of the production phase of our project prompted our need to secure adequate insurance coverage. We heard about, and shortly thereafter contacted the Consolidated Insurance Agencies Limited, a Toronto firm with a great deal of experience in insurance for film productions. We eventually settled upon a three policy package. The first generally covered the raw material (film) and any equipment breakdowns or failures along with any property damage that might arise as a result of the production. The second was a Comprehensive General Liability Policy, covering property damage and personal injury. The third, the Producer's Liability Error and Omissions Policy, would serve to protect us from copyright or trademark infringements, for example. This policy would have particular significance following completion of the film and would extend for an as-yet-to-be-determined period of time afterwards. Bob Clark, as our legal counsel, advised us on these matters and he was updated from time to time with regard to the status of the policies. Similarly, these policies were extended periodically as their expiry date neared and our completion date eluded us.

23 Our production crews were typically very small. The cameramen in this session consisted of Michael Murphy and Marek Goertz. Other production personnel included Jim Linton (production manager), Lorenzo Zanchetta (script assistant) and myself (audio recording).
By the end of October our desire to locate other information sources beyond the sanctuary started to produce results. We heard about and subsequently met Mr. Douglas Gowdy, a gentleman who had helped co-ordinate Jack's touring schedule when he appeared in the Toronto area. We also saw a news story about the annual migration of geese to the sanctuary which featured Miss Violet Crisp, a well-spoken retired school teacher who had met Jack Miner and witnessed the spell he had cast upon children during his whirlwind speaking tours in the 1920's and 1930's. She was eventually contacted and interviewed in a sort of informal audition session.

Manly had also provided us with a book written by Dr. Les McCann, an American biologist and supporter of Jack's somewhat controversial conservation theories. We contacted Dr. McCann and though our correspondence continued for some time (he even scheduled a trip to the sanctuary) he was eventually dropped from the film.

We got in contact with Jack Herity, a man who had been so moved by Jack that he had written a poem about him. Again he seemed like an interesting source and we kept him in mind for a possible on-camera interview.

Our pursuit of investors carried on as well and while we were able to secure a few more, this side of the project was proceeding slowly. Our legal advisors warned us that it was imperative that we receive the Advance Tax Ruling as quickly as possible, for the sake of any potential
investors. While the Offering Memorandum was obligated to present the investment as a fairly risky venture, the Certification Office's Preliminary Letter of Opinion and Revenue Canada's Advance Tax Ruling were meant to be perceived as softening devices—if the venture failed financially at least the investors could take advantage of the tax write-off. It was in the best interest of all parties, then, that these documents appear within the Memorandum.

In early December, at another meeting, Jim, Mike and I sat down to rehash the events of the past few months and set new short-term goals which would alleviate some of the production's nagging shortcomings. We thought it best for all marketing and promotion that the company's name be registered as a trademark and we agreed to advise Bob Clark to conduct a cross-Canada title search to ensure that we could use our name in this manner. The Advance Tax Ruling had still not been properly addressed by us and we resolved to apply for it as soon as possible.

By the second week in December some of the old footage had arrived from the National Archives. We decided to screen it for Manly, Jasper, and Beth Shaughnessy, as well as a few of our friends and family members. Some of the footage was badly overexposed though it was still of great interest to all who saw it, and the brief segment of contemporary footage we presented was well received, too.

These early prints from the National Archives represented just one of a number of problems we had with
that agency. Badly needed footage was typically slow in arriving and the prints we did eventually receive were often of poor quality—even though the originals had looked fine. While our contacts at the Archives seemed genuinely willing to accommodate us, their inability to overcome the pandemic inertia of their own bureaucracy proved to be a long-running source of frustration for us.

On the 22nd of December we met with Bob Clark to try to get a better understanding of this investment strategy we had brought upon ourselves. Although we were not to be as closely scrutinized as if we were utilizing a Prospectus, we were still regulated and under the purview of the Ontario Securities Commission (Part III, Securities Act 1978 Regulations, Section 14G).

The Act allowed us to offer the investment opportunity to a maximum of 75 people and sell to a maximum of 50. The regulations also stipulated that we could approach only people who were close to us (such as family). However, other knowledgeable investors beyond our friends and relatives could participate too but they must have approached us. Any advertising of the project was not allowed. For the neophyte investor we had to recommend, in writing, that they seek counselling before investing. Two copies of the Offering Memorandum had to be filed with the Securities Commission and all purchases of Units were to be similarly filed with the Commission within 10 days of a sale. There was no
time limit to the sale period but we had imposed our own (now December 30, 1981) and had to abide by it.

Bob Clark informed us that the Advance Tax Ruling was still not forthcoming though we did find out that the cost for such an item would be approximately $250. Bob set out to get the ruling for us. Similarly the trademark search (for Canada, the U.S. and the U.K.) would cost about $750 and we requested that this be undertaken as well.

In a brief renewal of our production activities we spent four days spanning the end of 1980 and the first few days of 1981 with Manly Miner, filming some interview sessions and recording some of his daily activities. Again this was done strictly as a precautionary measure, given Manly's age.

Some preliminary logging, sorting and editing of the fall/winter footage had begun by this time. The post-production facilities within the Department of Communication Studies were employed. The audio material was transferred to magnetic stock at a small local studio and the visual and audio elements were synched up. Our initial assessment of the material was far from enthusiastic. Much of the sanctuary footage was unusable—though we had employed experienced cameramen, they had no experience filming birds in flight and it showed. Manly's interview material was too rambling and incoherent (he was obviously nervous) to be of much use. Others outside the production who came in to view the rushes echoed our opinion. We agreed that much of our
mislavings at this stage could be traced to one obvious shortcoming: the lack of a script, a clearly-focused declaration of our method of relating Jack Miner's story.

A meeting on the 23rd of January brought this new concern, along with the same old standbys, to our immediate attention. The Advance Tax Ruling was still unresolved as we had to clarify Clear Horizon Films' role if: (a) the film went over budget (CHF would make up the difference); or (b) if it came in under budget (we would put the money in Escrow). Our 1981 preview date which had been first slated for the spring and then pushed back to the fall of 1981, was now rescheduled for early 1982. Mike had been to Toronto to meet Jack Herity, the author of a Jack Miner poem, and he had also visited Rev. Bruce Suitcor, a man whose boyhood memories included a cherished meeting with Jack Miner. Both seemed to be good possibilities for on-camera interviews.

We also bandied about the idea of hiring a script writer. Research was still ongoing, and largely because of this, a script was far from completion. It was apparent that we needed a full-time writer with a reasonable amount of experience and the capability of pulling together this mountain of facts and sifting through them to produce a tight, coherent and visually stimulating package.

Mike had attended a filmmaking workshop the previous summer in hopes of fine-tuning his directing skills. While attending the course he had befriended David Rain, a young, struggling writer who had a film background. Our skin-tight
budget didn't give us the luxury of delving much beyond someone of David's experience so we agreed to meet with him.

David arrived in Windsor near the end of February and we discussed the project and what we expected from him. One major concern for us was his affiliation with ACTRA (Association of Canadian Television and Radio Actors), for as a member he was entitled to a contract which met the standards set out by the organization. However, following a consultation with Bob Clark, we were reassured that we could negotiate an agreement to everyone's mutual satisfaction outside the purview of the ACTRA guidelines.

As with other Canadian Independent Producers we did not recognize these guidelines formally. Also, David, as a member of ACTRA, could still negotiate contracts outside his association's recommendations. He was agreeable to this request so a contract was prepared and David began functioning as our scriptwriter. There were now two full-time employees on the project as Jim and Mike continued with their other duties and participated after-hours and on weekends. Much of the early going was spent enveloping David with facts, photos, and film. He read Jack's books and shuffled through the research notes we had compiled.

By mid-March, one other business matter was resolved—the Advance Tax Ruling had arrived and it was favourable. We quickly made copies and inserted them into our Offering Memoranda.
Research began moving further afield once more. A newspaper article in the Miner volumes had indicated that Mr. Fred Roy of the Roy Studios in Peterborough had once produced a newsreel about Jack and the sanctuary in the 1930's. Much to our surprise we discovered that the studio was still in operation; son Rob was now the proprietor. Arrangements were made to visit Peterborough and view the old film. Although the footage was suffering from the debilitating effects of time the images were still quite acceptable and, with Mr. Roy's consent, we asked Bob Clark to draw up a licensing agreement so that the material could be utilized somehow in the film. For a small fee we secured the rights to the Roy film and made a copy from the original for our own use.

Even before the script was realized it was obvious that Henry Ford would and should play a part in the final product. He has been a close friend of the Miners for 30 years and had supplied Jack with the films he used on his lecture tours. Unfortunately, no photos or film clips of Jack and Henry together could be located at the sanctuary. Manly insisted there was no such material since the Miners had attempted to make Ford's visits to the sanctuary as private as possible. We persevered, nonetheless, contacting film historian Jim Limbacher of the Henry Ford Centennial Library. The Library's holdings included films about Ford, shot by his film division, but there was nothing that included Jack. Mr. Limbacher suggested that we contact the
National Archives in Washington, D.C., the repository of over 1,200,000 feet of film donated by the Ford Motor Company.

A representative of the National Archives vaguely described the Ford Holdings (for obvious reasons) and set out the terms for their use. Fortunately they were in the public domain and we wouldn't have to pay for the right to use them in our film. We requested some information about the Archive's holdings (they consented) but we were advised that to get a better grasp of the file we should either visit the Archives and conduct a search or hire one of the many free-lance researchers in the area. We took up this suggestion and contacted a researcher that was recommended, Nan Allendorfer. She was very familiar with the Archive's film holdings and became a valuable resource as the film progressed. Nan eventually helped us locate some ticker-tape parade footage (which we used in a mock newsreel), a photo of Thomas Edison (used in the same newsreel), as well as several shots of Henry Ford and his assembly lines—many of which were utilized in the production. Alas, Manly's pronouncement rang true for we were never able to locate film or photo records of Jack and Henry Ford together. Nevertheless, film footage of Henry Ford compatible to the Miner footage was secured by Nan, and through some deft editing we were able to re-create a meeting of the two men.
As David carried on working out a treatment, Jim, Mike and I traveled to Toronto for the annual meeting of the Canadian Film and Television Association. The CFTA was a rather loosely-knit group of Independent Producers (nation-wide but largely from Toronto) that had joined forces to bring their views on film and television production in Canada to those other interested (and organized) parties. Of particular concern to the Producers at this session was the perceived stranglehold which ACTRA wanted to have over the industry. Similar to our concerns with David Rain's ACTRA contract, the CFTA believed that ACTRA in this larger context simply wanted too much. Also, on a matter which similarly concerned us, these Producers lamented that film buyers like the CBC were simply not paying enough money in their licensing agreements with the Independents. Producers were having great difficulty recovering their costs and they agreed that the CBC, for one, should be more willing to help offset a larger percentage of their budgets.

This meeting was somewhat historic because it included Garth Drabinsky and other movie producers. They attended as new members and they sought to solidify the stance of the major film, television, and movie producers in Canada vis-à-vis the other major players in Canada's entertainment industry. Our new membership into the CFTA was met with far less fanfare and enthusiasm.

By the third week of April David had completed his first draft. We reviewed it and suggested some changes. It
needed to be "punched up" in order to give Jack a more legendary profile. We were also busy searching out more people who had met Jack and could offer more insights into the man. While a number of people were suggested (particularly by Beth Shaughnessy) we considered Hugh and Helen Rogers, Col. Fred Jasperson, and Ercel Plant to be among the most knowledgeable, concise, and presentable eyewitnesses for the film.24.

A chat with John Miner, son of Manly and Jasper's late brother Ted, proved to be very illuminating, too. Much to our surprise we discovered that his mother, Ted's widow, was still alive. Neither Miner brother had even mentioned her to us. When we brought our findings to him, Manly threatened to withdraw his support for the project if we included her in the production. We acquiesced to his demand. Nevertheless, Josie, Ted Miner's widow, did allow us access to her family photos and Manly was none the wiser.

John Miner also mentioned to us that Art Jenson, a former employee of the Ontario Department of Lands and Forests, had shot some film at the sanctuary years ago. Although Art was long dead, John thought that his widow was.

24 The Rogers were related to the Miners. Colonel Jasperson was a long-time resident of Kingsville. He grew up with Manly and his son John was almost adopted by Jack during the Colonel's internment as a prisoner of war in World War II. Ercel Plant worked with his father at the Miner brick and tile yard during the 1930's, and travelled with Jack as a driver-projectionist during a number of his speaking tours.
still alive. We spend several weeks tracking down this lead but we were unable to find a trace.

Similarly, from a photo taken by Dr. Sloane, we knew that Ty Cobb, of baseball fame, had taken 16mm movies of the sanctuary during his many visits. We contacted the Baseball Hall of Fame and they suggested that we call Cobb Memorial Hospital in Royston, Georgia. Apparently a display of Ty Cobb memorabilia resided there. Our call revealed that the hospital no longer housed the display and the staff member suggested that we contact Dr. Steward, an old friend of Cobb's and the former overseer of the collection. Dr. Stewart told us that he had no knowledge of the films and he also advised us that the Cobb family would be unwilling to help.

By the end of April, although the script was coming along, it was not progressing as quickly as David had believed it would. As a result he demanded a renegotiation of his contract in order to be compensated for the extra time that would be required to finish the script. Legally, according to Bob Clark, we were on solid ground but for the sake of the project and in an effort to maintain a harmonious working relationship, we relented and renegotiated David's contract. Finally, near the end of May, after 10 weeks of diligent effort, David handed over a completed script acceptable to our needs.25

25 More information with regards to this dilemma will be forthcoming in Chapter Four.
While one major hurdle had been surpassed other new challenges were popping up and some old familiar ones lingered. Financially, we were on fairly good ground but we still had sold only 10 of 48 units. While our expenses to date were not overwhelming, we recognized that they were going to increase quite significantly as we prepared for a new production campaign in the late summer and fall. David Rain had also advised us that the animation camera work needed for the photographs was going to be very costly--far beyond our budget allocation. Similarly, we could see that the National Archives was not going to be able to restore the old footage to our satisfaction. We desperately needed some outside help; the budget was locked in place so other types of funding were essential for the successful completion of the film.

We concluded that the most likely candidate for our salvation was the National Film Board. Mandated as it was to present a uniquely Canadian perspective to the world through film, we surmised that on one level we could almost force them to help us. After all, the Jack Miner project should have represented a major embarrassment to this vanguard of Canadiana. Indeed, we had heard that Mr. Bob Boorbridge, an NFB representative out of London, Ontario, had long expressed the need for the NFB to produce a definitive film on Jack Miner. With his pleadings ignored and the Miner treasure in our hands, some misgivings might now be forthcoming from the head office.
We quickly set about to assemble a fairly thorough information package to present to the NFB. It included background information (much like the Offering Memorandum), the script, and a sample of photos. Some of the Miner footage was included as well to give further credence to our cause. (A package similar to this was given to the CBC for their edification.) Though never expressed outright in the package, it was obvious that here was the necessary material for the definitive biographical exploration of one of Canada's most honoured and revered citizens—a man whose story had either been forgotten or neglected by the cultural forces of his own country.

By mid-June we were informed by the NFB that we would be helped out by their Assistance to Filmmakers Programme. It would be co-ordinated by the Regional Office, headed by Mr. John Spotton, and assisted by Mr. Richard Michaud at NFB headquarters in Montreal. The Board would allow us the use of their animation camera facilities and they would work to give us the best possible 16mm prints of the old footage. Also the NFB granted us the use of their stock shot library for any period film that we might require.

On the 17th of June we attended a CFTA information meeting in Toronto. The highlight of the session was a presentation by Roman Melnyk of the CBC's Independent Production Department. Mr. Melnyk outlined the function of his office and tried to re-assure those present that there was a commitment on the part of the CBC to partake of that which
the Independent Producers had to offer. He warned everyone, however, that his was a small department with no expectations for growth. As for increasing the licensing fees he maintained that the CBC did not exist to create or support the industry. Its mandate was to respond to the creative forces outside its domain. Unlike the U.S. market, the CBC could not absorb the cost of a production and he argued that, even in the huge American market, the networks were only granting licensing fees that absorbed 60% of the production costs, far from the 85-100% of years past. Production costs had skyrocketed but fees had remained virtually the same.

Early in July we prepared to resume production and we spent some time contacting subjects for potential on-camera interviews. Our crew now included Laur Pray, a local television cameraman (with a background in wildlife cinematography) and Dave Cook, a sound recordist also employed by CBET. Laur also introduced us to Mr. Stafford Kratz, an area bird watcher. Staff became a valuable guide as he located sites that we used for filming nature scenes.

On July 18, 1981, we began our interview sessions filming Col. Fred Jasperson and Hugh and Helen Rogers, Douglas Gowdy, Jack Herity, Ercel Plant, Violet Crisp, John Jasperson, Robert and Dorothy Kennedy, and Edna Miner, Jasper's wife, were also interviewed, on-camera, shortly thereafter.26

26 Robert and Dorothy Kennedy were related to Jasper and Manly. Robert had grown up with Jasper.
The final version of the film only included brief clips of Col. Jasperson, John Jasperson, Violet Crisp, and Hugh and Helen Rogers (besides Manly and Jasper). The others were deemed to be unnecessary or of unacceptable quality though Ercel Plant was not included for any consideration because of his subsequent refusal to sign a release. His reasons for taking this last-minute stand were never revealed.

Helen Trotter, of Chatham, also became an important member of the team. She was an accomplished photograph touch-up expert and we employed her on many occasions in order to salvage faded or decaying photographs.

Near the end of July we planned the first of several production-related trips to Montreal and the NFB, as progress was reported on the animation camera work and the restoration of the old footage. Richard Michaud became a valuable contact there, always willing to help out when problems arose.

Production activities continued back in Windsor as we secured the use of a pioneer schoolhouse located at the Southwestern Ontario Heritage Village. As with all location shooting and on-camera interviews, we checked with our legal counsel to ensure that the proper steps were taken so that there was no misunderstanding as to the nature of our project and its possible use.

At the NFB, work on the older footage was well underway, and the early animation work, as well as the first
16mm prints of the Miner footage were screened. Unfortunately, the Miner prints were still of unacceptable quality. These failures with even the best of the Miner prints convinced everyone involved that the volatile nitrate footage (which was the negative) remained as the only possible source of 16mm prints. The film was subsequently shipped from the Archives to the Board and, following literally years of frustration, first-rate, high quality prints began emerging from the NFB's lab.

Meanwhile the National Archives sent us a print of an old film entitled Goose Fly Low, a long-forgotten promotional film sponsored by the CNR for luring duck and goose hunters to Eastern Canada. The film proved to be a valuable addition and we eventually decided to secure its rights (from a maritime TV station) and get a copy made from the original.

Since the script presented a framework for the basic structure of the film we were finally able to look to other resources and the personnel required for the project's completion. The script called for two major voices: that of the narrator (Don Francks) and an actor to play the part of an older, reflective Jack Miner as an off-camera voice. We viewed the third voice, that of the newsreel narrator, to be something Don Francks could handle, too. The Characters, a Toronto talent agency, was approached and a number of possible candidates for the part of Jack auditioned, via audio tape cassette, for the role.
While the visual elements necessitated that they be the first priority, it now became time to consider another important element of the production, the music. A Canadian folk-singer named Wiz Bryant had written a song dedicated to Jack and he was given some consideration. A local musician employed by CBET as its music director was considered; however, his asking price was out of line with our budget. We finally settled upon Tom Borshuk, a Windsor-based jazz musician with a broad musical background. He also had good connections with local musicians and studios and, as a neophyte on film-scoring (trying to create a niche for himself), Tom had a more sympathetic understanding of our mutual predicaments.

Once again, we asked Bob Clark to draw up a contract for Tom. He was hired to produce original music for the film, and apart from the newsreel music we secured from DeWolfe Music in Toronto, all of the music in Wild Goose Jack was composed by Tom. As part of our duties a list of all of the music used in the production was filed with CAPAC (Canadian Association of Producers, Arrangers, and Composers) so that Tom and DeWolfe would be registered to accrue any royalties from the film.

Mid-September was another time for an overall assessment of our project (with an eye to the future), as we plotted the schedule for the next few months. The goal was to complete the film by the end of March, 1982. A resumption of production would begin shortly, focusing
mainly upon activities at the sanctuary. Two tilemaking yards, one abandoned near Kingsville and another still in operation near Mt. Bridges, would also become locations for brief re-creations.

While the film itself was progressing, the business side of the project was stagnating. Unit sales lagged far beyond our expectations; we were running out of close friends and relatives and knowledgeable investors weren't readily available. In order to re-establish some momentum for the investment package and heighten the enthusiasm of those who had invested, we decided to hold an information meeting for the Unitholders and those who had received packages but had not committed to our project. We broached the idea with our legal counsel, Bob Clark, and he raised some concern about the legality of such a presentation (was it advertising?) and about the numbers involved (if more than 75 were in attendance, they would be exceeding all limits for the Offering). We decided to seek another legal opinion and, while Mr. Dan Morehouse's opinion was less than steadfastly in our corner, we proceeded with the meeting nonetheless. The information session was scheduled for December 5, 1981.

The bulk of the filming was completed by the end of November with Jasper Miner's interview shoot. Footage continued to be received from the NFB and we shifted our focus somewhat to the Unitholder-investor meeting. Invitations had been sent out to all Unitholders as well as
those who had received packages. Jim, Mike, and I made presentations on the status of the Canadian film industry, the status of the film to date, and the progress of ongoing research (with some information about Jack and his family). Tom Borshuk provided some musical excerpts he had written for the film and Bob Clark and Mel Leiderman presented a legal and financial overview of the project as well as a summary of their duties and responsibilities to the interests of the investors.

The presentations were enthusiastically received by those in attendance but the relatively small turnout undermined our perception of its impact. No immediate Unit sales came as a result of this meeting though some attending did eventually sign up.

The looming spectre of the Closing Date deflated our resolve to sell all of the Units by year's end. Again, we began examining contingency plans. Three options were considered: (1) extend the Closing Date; (2) buy up the remaining Units if less than nine were unsold; (3) if more than nine were left, look for outside financing (in the form of loans or grants) in order to buy up the remaining Units.

Just prior to Christmas, 1981, we met with the company's lawyer and accountant in order to plot our course and clear up other relatively minor questions. It was resolved that we could (hence would) extend the Closing Date for Units 1 to December 30, 1982. What we needed was permission from our present Unitholders to do so.
We contacted those who owned the 36 units sold to date and they consented to our request. With rekindled enthusiasm we set out to locate investors for the remaining 12 units by the end of January, 1982, despite the new end of the year Closing Date because we could utilize the funds so derived to finance the production and would be happy to have this whole aspect of the enterprise behind us.

Manly Miner was interviewed on-camera once again as the year came to a close. This segment was our last shoot. The remaining footage that would be used in the film would come from the animation cameramen at the NFB and from the archival resources that supplied the necessary stock shots.

The new year brought us to another plateau: we were in need of a film editor. Fortunately, we stumbled upon a local man, Don Haggith, who had just returned from a stint in Hollywood. He also had worked previously on several Ontario government films and, based on his 16mm film portfolio, we hired him. We located a Steenbeck flatbed editor for rent in Toronto, brought it down to Windsor, and moved it into our discreet cubby-hole at the University.

Work progressed on three fronts. Don familiarized himself with the footage and began the slow, agonizing process of paring down the assembled material—some 3 hours or so of footage. Tom Borshuk proceeded with the music and he visited occasionally to view the footage, time the lengths of the cuts, and get a better understanding of the mood that we were trying to create. The music was set to be
recorded in March and the wide variety of pieces we needed was certainly stretching Tom's creative powers. On this level, the film would reflect the musical styles spanning Jack's life and beyond—from the fiddle and guitar simplicity of the 1870's through the jazzy 20's and the big band sophistication of the 40's right up to contemporary minimalist and ethereal sounds (an aural representation of the transcendental mood Jack's sanctuary could evoke).

The third front, the ever-present business one, was not quite as eventful or exciting. The company's books were updated as we tried to keep our creditors happy and pay our bills within a reasonable time. Our search for investors continued but the January deadline for sales passed without the planned result.

As work continued here—editing was going to be a very slow process—other avenues were opening up. Following a trip to Toronto late in February Mike reported that the NFB was still giving us their full support and the CBC remained interested. Don Francks was totally committed to the project and he even introduced Mike to a local graphic artist, Barry Lavender.

Mr. Lavender was a seasoned Hollywood veteran; his credits included the title design for Raiders of the Lost Ark. Like Don Francks, Barry's eventual commitment to our film went beyond the usual contractual sort. As a perfectionist of the first order he was totally consumed by his craft and also was deeply moved by the quality of Jack's
life. Barry designed our title logo, the graphic material within the newsreel, and the closing credits. Later, he helped design a poster for the film as part of our distribution package.

Editing was progressing at a snail's pace and in turn the script was being revised and updated to reflect the footage before us. David's version had served as an adequate shooting script and guide for footage assembly but we had serious misgivings about committing to this version. Changes were ongoing as we attempted to produce a film of the highest quality possible.

The music was recorded over the month of March. A local studio was used and many of the area's best musicians, both jazz and classical, were hired. It was during this period that we suffered the first major employee squabble since David Rain's protestation the previous spring. Citing a lack of trust and accusing us of stealing his ideas, editor Haggith withheld the working copy of our film. Once the footage was returned and Don's displeasure was aired, it was agreed that his services were no longer required.

While competent editors were available in the city all those we knew or trusted were full-time employees of the local TV station and none were able to give the total commitment required by this project.

The Move to the "Big Time" (Toronto, April-October, 1982)

By now we had realized that a shift of operation to Toronto would be best for the project. We made an
exploratory journey to Toronto and showed the film to several prospective editors. Some had impressive credentials (they had cut feature films) but we concluded that they were a little too expert. However the film business was slow at the time—Toronto's dynamic growth as a film production centre was on a downswing—and these editors were eager to be involved in any project. We eventually decided upon Al Gibb of Film Images, a post-production operation with its own editing facilities as well as an in-house negative cutter. Al was an experienced documentary filmmaker and more suited to our needs.

The Toronto search also gave us the opportunity to screen the film for Don Francks, Barry Lavender, and David Rain. While some reservations were expressed about the film to date, they offered a great deal of encouragement. We also showed it to Samantha Langevin, a Toronto actress and a friend of Don Francks. By this time we had abandoned the utilization of two male voices and we had decided upon using a female narrator—to contrast and complement Francks as Jack. Samantha read against the film and was eventually selected to be the narrator.27

We shifted our base to Toronto the first week of April. Due to their job commitments, Jim and Mike remained in Windsor coming up to view work in progress most weekends and utilizing vacation time for longer sojourns. Al spent much

27 Other female performers auditioned for the role, too, but we decided that Samantha had the voice quality and the professional experience that suited our project.
of the first few days getting acquainted with the footage and editing some of the simpler scenes.

Early in April we were surprised to find out that the National Film Board was very distressed by our project. According to them we had literally "broken the bank" on the Assistance to Filmmakers Program and, consequently, we were cut off from further work by the Board. Mr. Spotton even suggested that had he known how "needy" we were, the funding never would have been granted. All of this was quite a shock to us, especially since only a few weeks before we had checked our status with the NFB and had been cleared to carry on. Fortunately, nearly all of what we needed had been completed and a subsequent screening of the film to date was well-received by Mr. Spotton and his department.

Editing continued through the month of April but Al's reservations about the ongoing script changes began to strike a responsive chord and he finally convinced us that editing was of little use until a script was produced which would lock in the story that we wanted to tell.

Late April and early May found us commencing a new round of script writing. David Rain sat in on some sessions and Al introduced us to Ray Burley, a local writer/director. Mr. Burley assessed the film and offered some suggestions. Finally, we hired him to do a quick (two week) re-write of the entire film. Ray's version eventually became incorporated as part of the final re-write of the film that
Mike, Jim and I undertook through June and July, completing it in early August.

The script writing sessions did not totally eliminate Al from the process and he edited portions of the film as we came to an understanding of what needed to be said in those particular scenes. Also, it was decided that a third voice, for the mock newscast, would be best and from the Characters' array of voices we chose Larry Palef, a CBC radio announcer.

In mid-August Don Francks and Samantha Langevin recorded their portions of the script and Al began inserting their voices against the picture track. The film was locked in at about 57 minutes in length, still fairly long for broadcasting, but it had become impossible to shorten it any further. Larry Palef's part was recorded early in September and inserted shortly thereafter.

Since all of the off-camera readers were members of ACTRA, we were bound to follow ACTRA's assessment of pay scales. Fortunately, Don Francks, someone who could have had demanded several times the base rate, declined to do so and worked for scale. All of the contracts were filed with ACTRA and we retained our own copies. Again, these actions were undertaken following the guidance received from Bob Clark, our legal counsel.

The final mix of the sound track was scheduled for September 27 and 28. While that left very little time for sorting out and inserting the various sounds, this deadline
was met and the mix was successfully completed as planned.

The mix represented the culmination of our intensive effort to bring the film to realization. Now the project was, for a time, out of our hands as the negative cutter prepared the original film footage for its long-anticipated trip to the lab. An answer print would follow in a couple of days and it would represent our last opportunity to fine-tune the production.

A change of focus was now in order. The end of one phase only confirmed the fact that other tasks needed our utmost attention. Premieres were essential and publicity needed to be generated. If we were going to represent this film successfully we had to get the word out and this became our principal undertaking.

Selling "Wild Goose Jack" (November 1982-November 1983)

A series of premieres was planned for Windsor, Toronto, Ottawa, and Detroit. All were scheduled, initially, to take place during a period between mid-November and early December as a sort of mini-blitz. We assembled press kits as we sought to publicize the film beyond the rather isolated exposure that the premieres would, of necessity, entail. A newsletter was also written (one of many sent out from time to time) and copies were mailed to all Unitholders announcing that the film was near completion and that this series of premieres would be forthcoming—to which they were all invited.
Work was begun to tie the film into the commemoration of the upcoming National Wildlife Week held in the second week of April. The National Wildlife Federation was the driving force behind this special event established, in Jack's memory, to acknowledge the responsibility that all Canadians had to preserving their natural, living resources.

The Federation primarily focused upon a mail campaign that went out to schoolboards throughout Canada. We had been working with a Toronto artist, a friend of Mike Murphy's who designed catalogue layouts, to create a flyer as part of our publicity/marketing campaign and with the financial assistance of the Jack Miner Migratory Bird Foundation and the co-operation of the Federation, thousands of these flyers were printed and included in the Wildlife Week literature.

The Canadian Consulate in Detroit was approached through Bill Topping, head of their Audio-visual Department. We hoped that this office would help us locate sponsors for (or even sponsor itself) a premiere for *Wild Goose Jack* in Detroit. Our principal contact eventually became Mr. George Costaris, their public relations director and a recent graduate of the University of Windsor's Communication Studies Graduate program. George quickly became an important resource for our campaign.

Some overtures were made to WXYZ, the Detroit Public Television Station, as we probed for entries into the enormous U.S. market. Jack Miner had been born in Ohio and
lived in the United States for thirteen years. Also, the proximity of his sanctuary to Detroit had attracted the attention of a multitude of Americans: Henry Ford and Ty Cobb among the more well known. Both men were given their due in the course of our film, and beyond their role in Jack's life, we believed that their presence would be beneficial for any sales to the U.S. Nevertheless, our initial contact with WTBS was largely ignored.

*Wild Goose Jack* premiered November 12, 1982 in Windsor. Besides the friends, family and participants in attendance we had invited the local movie critic from the Windsor Star (and received a favourable review). Later in the week we appeared on CBET, the local CBC television station, to announce the completion of our film.

With the support of Mr. Louis Durnbeck, an assistant to Agricultural Minister Eugene Whelan, a Windsor-area MP, we arranged for a premiere in Ottawa on the 8th of December. The screening was set for the Museum of Man and dignitaries from several countries, along with representatives from a number of federal government departments were invited. Unfortunately the excitement of this premiere was dampened somewhat by a sudden snow squall that struck the Ottawa area a couple of hours prior to the screening. As if to make matters worse the fresh print we had brought from Toronto and had been unable to preview, turned out to have a sound track that was out of sync with the picture. After much hand-wrenching we replaced this reel with a good one and
carried on. Nevertheless, those hardy souls in attendance seemed very responsive to the film. The Globe and Mail's Ottawa bureau gave the film some positive publicity as well.

Our re-emphasis upon the business of film production widened the scope of our activities in this now dominant branch. We undertook a rather modest campaign to secure corporate sponsorship of the film. The Ford Motor Company seemed like a natural sponsor for the film and we contacted their marketing department. Other corporations were approached, even Ducks Unlimited, the powerful North American hunting/conservation organization. Our offer was very straightforward—for a specified fee we would allow a sponsor to tack its corporate logo at the end of the film with an acknowledgement of its support. We would also provide a number of prints for their own use.

This effort was an attempt to hold onto the distribution of our film for as long as we could. Though we lacked the contacts that most distributors could summon up, we felt that it was in our best interest, as well as that of our Unitholders, that we garner as many sales or licensing agreements as possible before turning the film over to distributors. Our overtures to possible corporate sponsors would help defray the costs inherent in any distribution campaign, thereby delaying the inevitable for a little while. Certainly our long-established relationship with Roman Melnyk and his department precluded the interventions of any middlemen who would only reduce the amount of revenue
both Clear Horizon Films and its Unitholders would accrue from a licensing agreement. The long-suffering Unitholder dilemma was still on our plate as mid-December neared. As the Closing Date loomed we decided that the unsold Units would be acquired by Clear Horizons Films and, in turn, they would be used to compensate the three of us, for we had deferred much of our salary to date in order to complete the production. Fortunately we had to pick up only one Unit for the remainder were sold before the deadline.

The year-end also became an important house-cleaning time as we strove to make sure that all of our legal paperwork--releases, permits and licenses--was in order. A final timing session at the film lab was held in order to correct some minor problems with the prints that arose because of the mix of black-and-white and colour film.

The early days of 1983 were spent preparing a French translation of our flyer by the University of Windsor's French Department. This was going to be employed in the National Wildlife Federation's campaign in Quebec schools. The status of our film at the end of January allowed us to cancel our negative insurance policy with Consolidated Insurance; however, the Producer's Errors and Omissions Policy was continued. We also prepared and submitted our year-end tax statements for the federal and provincial governments. Given the status of the company at this early stage in film distribution our payments were minimal.
The Canadian Film and Video Certification Office was petitioned for the Certification pronouncement. As stipulated by the CFVCO, the film's accountant, Mel Leiderman, prepared an audited statement outlining the costs of production and pointing out to the CFVCO that the bulk of our expenditures took place in Canada, as required by the CFVCO. The form provided by the CFVCO accompanied the audited statement. The Office's notice of certification was issued shortly thereafter. At this stage we began mailing out the Capital Cost Allowance Income Tax credit slips, from Revenue Canada, to our Unitholders.

On another front, two scheduled screenings re-appeared on the agenda. The Detroit and Toronto premieres had been planned for December but the chaos of the holiday season convinced us that this was not an opportune time. They were re-scheduled for late winter/early spring. Of equal significance to us now were film festivals. These formal settings which brought filmmakers and distributors face to face also presented an opportunity for the films to be adjudicated. The film's production had largely proven to be an insular process and even the premieres we had held thus far involved those who either had strong ties to the production or were, for one reason or other, interested in the project. We needed to find out how other less committed viewers would respond. Besides, a film which garnered accolades from festivals could very quickly establish itself as something worthy of the attention of film buyers and
distributors, particularly those capable of marketing the product in areas beyond our reach.

The American Film Festival, sponsored by the prestigious Education Film Library Association, became our highest priority and we mailed a print of Wild Goose Jack to a pre-festival screening competition in North Carolina. The film passed this initial assessment and we were slated to compete at the New York-based festival early in June. The film was slotted into the Nature/Wildlife section of the Feature-length Documentaries category.

We also submitted the film to the San Francisco International Film Festival but our entry was rejected because the subject matter was not relevant to the criteria of the festival—it being more interested in avant-garde and experimental works.

Roman Melnyk and his associates in the CBC's Independent Production Department had by now screened our film and they had taken their recommendation to the Corporation's Programming Department for the final approval. Again, we decided to pursue outside corporate sponsorship for the televised showing because we believed that more money was available via this route than any offer CBC could make in a licensing agreement. Our previous attempt to secure corporate backing had failed but we surmised that the guarantee of television time would enhance the chances for a more serious consideration of our proposal.
This tack was all for naught, however, and we eventually acceded to a licensing agreement with the CBC that would pay us $65,000 "up front" and allow the Corporation two plays of the film over their network within the next three years. This froze our ability to license the film to any other English language Canadian Broadcasters for that time period but we were able to alter this agreement so that the CBC would release the film to us following the second airing date and not necessarily until the expiration of the three year period. We pressed for and eventually were promised that the film would be presented over the network the evening of Sunday, April 10, the anniversary of Jack's birthday and the first day of National Wildlife Week. The CBC also decided to reduce the film's length by about three minutes by eliminating one scene. This would allow more time for the necessary commercial breaks. The licensing agreement had stipulated that this was their prerogative.

In an attempt to spread our publicity/marketing campaign Cinema Canada, the national film publication, was given an opportunity to screen the film for a review. The ensuing article was less than enthusiastic, one of our first major disappointments.

A similar screening for a representative of the Ontario Film Association, an organization of provincial filmmakers and distributors, went very well and a review was forthcoming in its newsletter. We eventually joined the OFA
and made arrangements to be represented at The Showcase, an April marketplace sponsored by them that brought together distributors/members and film buyers.

Our first agreement/sale became official early in March when CBC's payment arrived. As set out by the Offering Memorandum's Purchase Agreement the cheque was turned over to Bob Clark, the Escrow Agent. A portion of the money was paid out to Clear Horizon Films in accordance with that portion of the agreement that allowed us to use some of these funds for post-production expenses. We were in a bit of a dilemma at this stage. While we had a number of creditors to compensate and had forgone our own salaries for the sake of the film's existence, we also recognized that it would be in the best interest of all parties (except the creditors) that the Unitholders be paid back on their investment as quickly as possible.

Any revenue which did accrue from the film was to be divided up according to the following formula:

The aggregate of all revenue received by the company from the exploitation of the film, (producer's gross) [sic] shall be received by the escrow agent and distributed in the following manner and order:

a) to pay all direct and reasonable costs incurred by the escrow agent or the distribution agent in performing their duties in respect of the exploitation and distribution of the film and any funds derived therefrom up to an aggregate maximum amount of $10,000.

b) 100% of the balance to investors on a pro rata basis of units owned until each investor (including the Company to the extent it owns units) has recouped the purchase price of each unit:
c) 100% to the Company as completion guarantor to the extent that it was required to advance funds to complete the film beyond its budget of $96,000, and

d) the balance, if any, 50% to investors and 50% to the Company.28

It was ultimately our goal, then, to reach scenario (c) if not (d) as quickly as possible.

Early in March we met with Bob Clark to see what we could do about our debt crisis. The agreement to defray revenues for post-production expenses was not going to meet our needs. It was suggested that a resolution to address this predicament could be presented to the Unitholders with a majority vote either passing or rejecting the proposal. Of course a "no" vote would jeopardize the entire operation and such a decision would ultimately be in no one's best interest. On another matter, since the film's negative was owned by the Unitholders and CHF was only representing the group, it was imperative that our policy for distributing the film and seeking any other distributors for hard-to-reach markets be brought to their attention for approval. The Unitholders were apprised of both of these matters and our recommendations were accepted without dissent.

In the late spring we finally held premieres in both Toronto and Detroit. Paper Jacks, the publisher of Jack

Miner's paperback books, as well as the Ontario Ministry of Natural Resources helped to defray our presentation at the Ontario Science Centre in Toronto. The Detroit premiere was sponsored in part by the Canadian Consulate and it was held at the Detroit Institute of Arts. Both of these events were well-attended and, again, the response was enthusiastic.

By early April we were making preliminary arrangements to locate and sign up with a Quebec-based distributor. We perceived that the language barrier alone made this market particularly unassailable to us and we also hoped that the cost of producing a French language version could be partly underwritten by the distributor. Mr. Jacques Bouchard of Multimedia, Inc. was considered our best choice and we began negotiating with his agency. Again, we were still attempting to maintain as much control over distribution as feasible and we were only going to bring in other distributors when it became apparent that we were in need of the expertise and marketing acumen of others.

Due to the travel problems inherent with such a vast yet sparsely-populated country we also decided to sign with a distributor who could better represent the film in Western Canada. Mr. Thomas Howe, of Howe and Associates, based in Vancouver, was selected as our western representative. Individual distribution agreements were negotiated, drawn up, and signed for each of these agents.

English Canadian institutional buyers east of Manitoba became our most important market following the CBC,
Multimedia, and Howe and Associates agreements. We compiled a list of the many Boards of Education and Libraries in our sector and we undertook an intensive mail campaign. Along with our cover letter we included a price list for 16mm prints and video copies as well as an order form.

Also, in order to assist film and video cassette sales, a poster was designed by Barry Lavender and several hundred were printed. These were offered for sale in the mailing, too. A study guide was initially offered though it had not materialized: we lacked the finances to produce one and the number of requests had not yet justified its production.

The federal government's Department of External Affairs, among other federal and provincial departments, was looked upon as a significant market. External Affairs was particularly attractive to us because we were aware that Canadian Embassies and consulates were repositories of Canadian films. It seemed only logical to us that a film of this significance would be a valuable addition to audiovisual libraries of these Canadian political/cultural outposts. Much to our dismay, however, only a nominal number of prints were purchased by External Affairs. Other government departments, both Federal and Provincial, decided not to buy any.

The CBC broadcast of Wild Goose Jack proved to be another manifestation of expectations gone awry. We had recognized long before the scheduled date that programming problems could arise due to the CBC's coverage of the
Stanley Cup hockey play-offs. We had been assured, however, that no conflicts would occur and that the film would air as we had agreed upon. Needless to say, problems did arise with the broadcast and a portion of Canada, Ontario in particular, did not see the film that evening.

The hard work of the CBC's publicity department, which had been able to secure a great amount of press coverage (most of it very supportive), was somewhat undermined. Of course we were embarrassed and frustrated at the handling of this milestone (for us at least). While an alternative date early in June was guaranteed, certainly all the momentum established by the publicity was not sustainable and the entire affair was a bitter blow.

At least we ascertained that the April showing had been well received in the rest of the country. Manly was up well into the night speaking to well-wishers from across Canada (save Ontario and Manitoba) who called to praise the film and the work of his family.

Following the broadcast we contacted the CBC and enquired about the film's ratings. Unfortunately they were not available and we never did receive any information about the audience size for that or any of the other airings. Our viewer feedback consisted of some media reviews and face-to-face meetings with people who had mentioned that they had seen the broadcast. Manly Miner relayed, from time to time, the impressions of visitors to the sanctuary who had watched the program.
By early May the scope of our efforts to distribute the film had taken on a decidedly international appearance. Mike travelled to England and showed the film at the London Multi-media Market. BBC representatives viewed the film as well but they declined to secure the film rights for their use. Mike also met with the NFB's distribution representative in London. The NFB was going to help distribute the film in Europe for, again, this was a market that was completely unknown and largely inaccessible to us. The Board showcased the film at the prestigious MIP-TV marketplace in Cannes, France—-one of only 12 they presented.

We continued on our own with the U.S. market and PBS. Jim tried to and eventually did contact Mr. Jerry Trainor at PBS's Detroit station, WTBS, but, unfortunately he had no great influence within the PBS network. Mr. Bill Nemetin, WTBS's Canadian buyer out of Toronto, was also approached though he only acted as an agent for the Detroit superstation. His station's offer for broadcast rights was deemed modest at best and we looked further afield. Attempts to get a consensus from the loosely-connected PBS network led us to contacting officials in Washington and Chicago. A few scattered proposals came forth but, again, we characterized them as unworthy of consideration. Besides, we were looking for an arrangement which would allow the film to be broadcast along the entire PBS network.
Since *Wild Goose Jack* did qualify for the American Film Festival in New York, we decided that it would be in our best interest to be represented there. As one of the major festivals in the world for non-theatrical films it was bound to attract a glut of distributors anxious to represent the year's best crop of educationally-related fare.

Surprisingly, the film was well-received, even on foreign soil and by a discerning audience of professional film people. *Wild Goose Jack* was awarded the Blue Ribbon for its category. The film's success in turn attracted the attention of American distributors. Among the interested was Mr. Mitchell Block of Direct Cinema, Los Angeles, a rising star among distributors of non-theatrical films. The big hits of the Direct Cinema collection included *If You Love This Planet*, the controversial NFB production that received enormous media attention when it was temporarily seized by the U.S. government, and *The Making of "Raiders of the Lost Ark"*, a million-dollar success in its own right. Following some soul-searching on our part (other possible distributors were considered), Direct Cinema's track record and Mitch Block's enthusiasm for the film convinced us to go with his organization.

After several months of inactivity on the European front we decided to discontinue our relationship with the NFB. We eventually decided to employ the resources and expertise of Jan Rofekamp's Films Transit, a Montreal-based distributor with strong European connections.
With this last agent now under contract, the campaign to market the film began in earnest. While we retained some distribution rights it was evident that these new associations would be essential if the film was to mirror its critical acclaim and reap some financial rewards.

Our great success in New York proved to be a good omen as more acclaim was garnered by the film that year. In August, 1983 *Wild Goose Jack* was selected for the finals at the Banff Television Festival:

the program was one of 80 hours of programming selected... from the 300 hours submitted by a total of 19 countries. Although it did not win an award, the film was one of ten finalists in the Outdoor and Wildlife Category and in getting that far, it surpassed 21 other programs that included high profile items from the National Film Board/Jacques Cousteau, CBC, CTV, Radio-Canada, Radio-Quebec, National Geographic/PBS, Welsh Television, the Australian Broadcasting Commission, Television New Zealand and two entries from England.29

*Wild Goose Jack* also received a special award, the Antoinette (Nettie) Kryski Canadian Heritage Award presented to "an outstanding production exemplifying historical Canadian people or events,"30 at the prestigious Yorkton (Sask.) Festival, as well as being a finalist for a Gold Sheaf award in its category. Finally, the film earned us an


30 Ibid.
award as "the most promising effort by a first-time producer" at the CFTA Awards Banquet in November of 1983.

31 Ibid.
"Wild Goose Jack" as an Independent Production:

A Graphic Overview

The making of Wild Goose Jack was an ephemeral process. All that remains from it are the artifacts that it generated: the completed film and the out-takes; the legal documents; the letters of correspondence; the diaries and notes that were taken; and the other paperwork that was produced throughout the course of the endeavour. Certainly, too, the experience has left a less concrete (though emotionally more impactful) legacy in the memories and recollections of all those who participated.

The previous chapter was an attempt to embody (as much as words can) this fleeting venture by sorting out, selecting and chronologizing many of the events and those groups and individuals that contributed to (or inhibited) the making of Wild Goose Jack. Obviously, any representation of this complex and lengthy process could never completely portray the daily activities of all the participants that such an endeavour required any more than a one hour film could truly reveal all there was about Jack Miner, a man who lived each moment of his 79 years to the fullest.

The alternative, therefore, in any attempt to understand or analyse the life of a man or the production of
a film is to sift through those details that one can be privy to and gather together and present in a coherent fashion what one perceives to be significant chunks of information which are illuminating or representative of the larger matter. This attempt to organize and simplify echoes the sentiments of model exponents such as Deutsch, and McQuail and Windahl.

What has been revealed thus far, in the previous chapter, has not simplified and organized to the extent that one would expect from a model, nor, obviously, has it portrayed the process in a graphic manner. However, this first step to identify and describe the process in a written form has provided the groundwork for such model construction.

The aim of this phase of the analysis is to take the given factual account of the process and shift to an overview of the proceedings through graphically depicting the network of interactions that the Producers either introduced or had imposed upon them. While one no doubt could identify each participant from the written account and place them somewhere as a separate entity within the process, such an exercise would neither organize nor simplify the model that would result. Consequently, with simplicity and organization as the watchwords, any models to be constructed in this application should group certain organizations and individuals into broader Categories of
interaction denoting the type of activity or service in which they were involved. Even with these generic depictions of interactions the model should still be able to portray the highly interactive nature of this Independent Production.

Also, too, in keeping with another rationale for this study, great care must be taken in the model-building for, in part, this examination is meant to reveal the dynamic, changing nature of this venture. Obviously to represent something that changes over time with a two-dimensional, static graphic would test the creativity of any model-builder. Therefore the representation of this active process will be depicted by a series of models; each one portrays the configuration of the Producers to the other Category members of the production/distribution/exhibition network (and these members to each other) at a specified time. Some members will enter the network (or leave it) as they will be required, and by presenting these "snapshots" of the process, its changing and interactive nature should be revealed. In effect this series of models will parallel the chronology of the film described in the previous chapter for it is precisely this procession of organizations and individuals (i.e., Categories of interaction) over time which the models will attempt to highlight. In each of these model snapshots a commentary will accompany it, highlighting many of the changes which have occurred
since the previous one was described. 31

To describe the dynamic nature of this process further, the Categories within the models will be rated as to the intensity of their activity during these snapshots. All Categories went through periods of time when upon entering the network they were highly active or relatively inactive and the models will attempt to portray this. Each Category will be represented within the models by an identified circle and any changes in its activity will be depicted by a change in the look of this circle. Given that the Independent Producer is the central driving force in the process, at least in terms of creating this network, such changes in the activity rate within a Category should also reveal what particular components of the network are of concern to the Independent Producer at that specified time. States of high activity, in particular, should suggest that certain needs or expectations have been placed upon those Categories by the Independent Producer and/or vice versa. It must be emphasized that these rates of activity are only in relation to the Category's own range of activity and such depictions within the models do not mean to imply the importance, overall, of a Category to the process.

31 While snapshots depicting the range of activities for a specific day could be drawn up, this would be too exacting; not all activities may be undertaken each day though they have been occurring within a general time frame. Therefore, these snapshots are meant to be an approximation and in this application they sum up the activities over roughly one month before and after the date indicated for each model.
Such an attempt to portray the activity rate of these Categories is done so at a cost. Specifically, as alluded to above, nothing in the models will suggest the relative importance of each of these Categories to the entire process—whether Category (a) is more important than Category (b), Category (b) is more important than Category (c), and so on. The purpose of this stage of the analysis is to reveal the highly interactive nature of the process and whether (a) is more important than (b) is really not at issue here, in this broad overview. What is important is that (a) and (b) have somehow become members of the network that has been created and they are playing some part in the process at varying lengths of intensity.

Following this chronological presentation of the models a final summary model will be presented. This one will bring together all the Categories of interactions that were involved in the process. Such an overview should be quite different from the ones that preceded it for, given the evolutionary nature of the process (with Categories coming into the model and leaving it), none of the snapshot models should have resembled this one. The summary model will then be compared to the Jowett/Linton model. Such a comparison should reveal differences between theatrical movie-making and Independent Production of non-theatrical films and, perhaps, begin to address the shortcomings of the movie-making model as a communication model that is unable to adequately portray the process of producing (creating) movies.
The third stage of this study will follow in the next chapter. It will be a selective and probing analysis of some of the interactive components which manifested themselves within the network. As stated earlier, the models will have grouped these components into broader categories which served to identify the various kinds of interactions, and also to organize and simplify the models. This next phase will permit the introduction of some of the information accumulated during the course of the production, its artifacts—the letters, contracts and other agreements, for example. This material will be utilized to examine the concerns of an Independent Producer (the ability to produce or disseminate a film) that were raised initially in this paper.

While the use of models will portray the evolving nature of the process and identify the network of interactions that is produced, little can be inferred as to the quality of these interactions: whether they are efficient and co-operative or whether they are sought by the Independent Producer or imposed upon him. A move from the macroscopic view of the process to a microscopic one should reveal more about the innerworkings of the network and shed light upon the forces that shape the production's evolution. Even a series of models highlighting the process without further elaboration could be misinterpreted, imputing greater control over the process by the Producer, for example, than a more specific and probing analysis of the components within the network might warrant.
An Overview of the Network and its Evolution

Since this production was a first time effort the paucity of components (hence lack of broad categories) within the network at its initial stage was not unexpected. Consider the three central participants (the future producers) and their relationship by late 1979 and early 1980. Jim, Mike and Cal were not legally bound together in any way, but were united by an understanding that a significant discovery was within their grasp and a film of some importance could result. Similarly, their relationship with the Miner brothers though well established was quite informal and their ties rested mainly on the mutual interest in preserving the legacy of Jack Miner. Heth Shaughnessy was another informal participant, an important contributor not only for her knowledge of the Miner lore but also because of her friendship with the Miner family.

The introduction of the National Archives at this stage was mainly due to the urging of the three-man team. Through this relationship the irreplaceable Miner film footage was gaining some measure of revitalization.

![Diagram](image)

Fig. 4 The Network's Preliminary Stage—circa January, 1980
The model (Fig. 4) depicts the relationships for much of the 1977-1980 period. Some attempts to expand the network through funding applications with government agencies have been squelched. Similarly, Manly's rejection of the trio's funding request has reduced his role (and the role of the Foundation) to that of the primary information source—the keeper of the story. It is only as a result of the efforts of this three-man team that this loosely-structured network stays intact. Even with the abundance of audio-visual material the process has not been advanced by the Producers.

It was in July, 1980 that significant changes occurred within this network, due to the efforts of Mike, Jim and Cal. The three central participants acceded to the need to solidify their relationship through the move to incorporation. They would no longer be just three individuals with a common goal; they become equal partners in a nascent corporation, Clear Horizon Films, and as such were committing themselves to a venture that would in all probability exceed the time frame of the actual production itself. However, only through this move to incorporate could any progress be made on the Jack Miner project, for it was crucial to their revised financial strategy. Only then could they qualify for the government's Capital Cost Allowance program for film investment. The incorporation would also allow for negotiations between the three Producers and the Jack Miner
Migratory Bird Foundation as they sought to secure an Exclusive Rights Agreement.

Clear Horizon Film's legal counsel, Bob Clark, was introduced at this stage, and he quickly established himself as a key participant in the network. First among his duties was the preparation of the incorporation documents which, as a result, introduced one of many government agencies, the Ministry of Consumer and Commercial Relations, into the network. Agencies such as these were imposed upon the Producers at various times in the production's evolution. In effect they controlled the activities of the Producers and from time to time forced the Producers to shift their focus away from the creation of the film in order to deal with specific government regulations and procedures.

Again this drastic alteration of the Producer's strategy—the move to incorporate—was in part a desire to re-affirm their relationship to the primary information sources, the Miner brothers. A formalizing of this relationship was being undertaken as Clear Horizon Films negotiated an Exclusive Rights Agreement, under Bob Clark's guidance, with Manly, Jasper and their business persona, the Jack Miner Migratory Bird Foundation. Clear Horizon Films also wanted to ensure that the Foundation would not grant the rights to the story to other Producers.

A model of the network at this stage represents a much more formalized collection of interactions (Fig. 5). Some of the major participants have now been introduced and they
are included among the general Categories employed in the model. These Categories designate the functional groupings under which the elements would fall. The three-man production team (Clear Horizon Films) is now designated "Producer"; Manly and Jasper are identified as the "Primary Information Source"; Beth Shaughnessy has become a "Secondary Information Source" in the anticipation of future additions; Bob Clark has become the "Legal" Category; the provincial ministry that Bob solicited for incorporation has been designated "Government," anticipating more members; and the National Archives has become a part of "Institutional Resource Centre," once again anticipating future additions.

Fig. 5 The Network's Metamorphosis—circa July, 1980
After the lethargy of its first two or three years, changes relatively explode within the network. By late October, 1980 several new and significant participants have been engaged. The Producers' formal relationship with the Jack Miner Migratory Bird Foundation has been officially established and publicly announced via the local media.

Another government agency, the Secretary of State's Canadian Film and Video Certification Office has entered the network through Clear Horizon Films' request for a "Preliminary Letter of Opinion." In effect, this was the first step in ascertaining the feasibility of financing the project through an Offering Memorandum utilizing the Capital Cost Allowance. A favourable opinion at this stage (which the company received) would be critical for the production to proceed as it was now planned.

The Offering Memorandum was assembled by this time and the Producers have been able to secure a few Investors. This represented a major plateau in the production's development for it was only through investment capital that the production could proceed. With this influx of financial support some film supplies were purchased and the first Production Personnel were hired for several days of shooting at the sanctuary.

The Production Personnel Category would obviously be a tremendously important one for, outside of the Producers themselves, here would lie the creative component of the production. Many individuals would become involved with the
project through this Category.\textsuperscript{32} Though the Producers attempted to maintain as much control over the creation of the project as they could—even doing much of the filming and sound recording themselves—they eventually had to relinquish some control over the project to those people who had the talents which they lacked. The Producers' ultimate authority rested in deciding whether or not to accept the opinions of others but often they left the decision to the experts (e.g., how a particular song should be arranged and mixed). This relinquishing of control was endemic to all the Categories and was often the rationale for their use by the Producers. Other Categories, like the Government, forced a relinquishing of control since they only entered the network due to some particular strategy on the part of the Producers (such as the implementation of the Capital Cost Allowance) and their usefulness to the process meant that the Producers had to act in accordance with the regulations and procedures that such elements dictated.

In business-related matters, the Producers resolved their accounting situation. Mel Leiderman would act as the film's accountant and the firm of Lee, Plunkett and Associates would serve as the corporate accountants. The decision by the Producers to finance their venture via the Capital Cost Allowance has necessitated the hiring of two

\textsuperscript{32} The Production Personnel Category includes: cameramen, sound recordists, writers, musicians, researchers, narrators, sound mixers, production crews, artists, and editors.
accounting firms. Audited statements for the film were needed by the Canadian Film Certification Office in order to make a pronouncement on certification and they had to be carried out by someone other than the company's accountants. This resulted, in effect, in a doubling of the company's actual accounting needs, and besides the increase in costs, it also produced in a major increase in the paperwork (and time) that was expended in the book-keeping. Also, as a hedge against unforseen disaster the Producers contacted the Consolidated Insurance Companies and took it on as their Insurance Agent.

The network at this phase is represented by Fig. 6. Due to the Producers' initial contacts with Roman Melnyk of the CBC the Exhibition Category is included though the broken line linking the two parties is meant to indicate that the relationship has not been established contractually (as ultimately it would). The Investors Category will be represented in this and subsequent models by movement from low to medium to high activity indicating the increasing number of Investors over time through to the sale of all 48 Units. Also, the contacts with information sources such as Douglas Gowdy and future production team members such as Don Francks are covered within the Secondary Information Sources and the Production Personnel Categories respectively.
Fig. 6 *Wild Goose Jack* in Production—October, 1980

This model is, for the most part, the network as it will exist over the next two years. Though significant
changes will take place over the course of several months, most will be similar to those described with respect to Don Francks and Douglas Gowdy. Any addition or subtraction of elements will, most often, take place within the established Categories. One Category, the Media, will lose its importance to the project as the production retracts publicly to concentrate upon the production of the film and the business activities attendant to this process.

By May of 1981 subtle changes have occurred in some Categories (Fig. 7). Nan Allendofer's hiring in Production Personnel has opened up an avenue to the National Archives in Washington, D.C., an Institutional Resource Centre. The Production Personnel Category has also seen the addition of David Rain, though the film crew has long since disbanded. This Category would nonetheless always play a major role in the process (until the film was completed) and its relative manpower allotment at any particular time belies its fundamental significance. The Investors Category remains a duality of realized and expected Investors--certainly an important factor because the money garnered here maintains most of the network's other Categories. If this flow of revenue had ceased the project could have shut down and it would likely have forced the Producers to consider other financial strategies, such as arranging bank loans. This undertaking would have been extremely difficult for the company had no collateral and only one of the Producers was a homeowner (hence was unlikely to commit this
property alone). Therefore, the critical function of the Investor Category can't be ignored.

Fig. 7 The Wild Goose Jack Network--May, 1981
Clear Horizon Films' membership in the Canadian Film and Television Association is the first move to become linked to organizations of like-minded professionals, and while it may have symbolic consequences it is a relatively insignificant element within the network. Again this interaction is due to CHF's initiatives and the concomitant feedback from the CFTA is informative though not crucial to the network's well-being.

Six months later, November 1981, is a time which could in a modeled form be construed as depicting more of the same; however, significant elements have been added to some Categories. Most importantly, the National Film Board has consented to the Producers' request for assistance and, subsequently, the model has indicated this major addition by heightening the activity level of the Institutional Resource Centre Category (Fig. 8). Unlike the other members of the Category, the Board is of particular importance because of the services the Producers are receiving (for only the cost of film processing) and the positive influence it is having on the beleaguered production's underestimated budget. The addition of the NFB to the network has also added considerable prestige to this production and should help the Producers both within the production community (the CHC in particular) and in the eyes of future Investors. The relationship with the NFB was not without its shortcomings for the location of the Board (in Montreal) in relation to the Producers' base, as well as the bureaucratic nature of the
NFB's operation, would make it difficult for the Producers to get material from the Board when they needed it and in the form they wanted it. A great deal of wasted time, energy and film stock was the result.

Fig. 8 The Production—circa November, 1981.
Several important players have been added as Production Personnel: Tom Borshuk (music director); Laur Pray (cameraman); and Dave Cook (sound recordist). David Rain's role has ended, for a time, though his input (the script) survives. The Investors Category continues toward total occupancy though its complete realization is still over 13 months away.

Even the April 1982 move to Toronto has little effect upon the network. Though one editor has been let go and another one hired, the process moves along. Again the Category most affected at this date is the one denoting Production Personnel. Filming and sound recording have concluded. Musicians have also been hired, recorded for the film score, and paid for their services. Though post-production will now incorporate very few individuals, the importance of this Category is by no means lessened. Obviously the production of a quality film, or any film for that matter, is rooted in the activities of the Production Personnel.

In order to simplify the model-building process those events within this Category and the changes that occur within others have not been depicted in any special way. Obviously this is a significant shortcoming in the model. Attempts have been made to show the activity rates of the Categories but this does not address the subtle changes that can occur within a highly-active Category.
The physical change of location, too, is not indicated in the model although it has little effect upon most of the participants. While the Producers may travel from one end of Southern Ontario to the other from time to time, the other elements remain in place and within easy contact. The Producers must absorb these changes rather than force it upon others (if even that could be done).

Otherwise, the most significant event at this juncture involves the Producers' discovery that they have fallen out of favour with the National Film Board. However, this break in the relationship has not seriously affected the production. Most of what they need is already in their possession and the remainder is to follow shortly. Their greatest concern at this point is to try to maintain some semblance of goodwill between both parties. A subsequent meeting with NFB Regional Director John Spotton has helped to re-establish some positive feelings. However, the Board's role has shifted from one that furnished production and financial support to one that provided moral support. The work already completed by the NFB assured the Producers, at any rate, that the Board still has a vested interest in the project regardless of the reduction in support. Given the amount of services provided for the film there was naturally a great deal of concern, from Mr. Spotton's department in particular, that the production be a success. John Spotton would later write a letter of congratulations following his
viewing of the completed film further suggesting his "interest" in the production.

Were a model to be depicted at this state—the withdrawal of NFR aid—the only significant change would involve the Institution Resource Centre Category as it moves from high to medium activity. The network would maintain much of this appearance until the completion of the post-production phase when the conformed negative original was sent to the film lab and the first answer print\textsuperscript{33} was produced.

Major changes occurred in the network by early 1983, however, as represented by Fig. 9. The information sources utilized for the production have been put aside, though the Miners remain as a marketing and promotion asset. Surprisingly the Foundation has consented to the Producers' request and it has provided financial support for the project. Through Manly's beneficent gesture the Producers have been able to print the 12,000 flyers needed for the National Wildlife Week promotion.

Many of the Institutional Resource Centres have lost their importance to the network although the NFR remains as a possible distribution agent. The Production Personnel Category also reflects a shift to marketing the film. The Producers' secretarial help, always an important contributor, remains as do the artists, temporarily, for

\textsuperscript{33} The Answer Print is the first print made from the conformed (edited) negative original and the separate sound track. This print is the trial print and is the basis for making further copies.
promotional design purposes. The need for printing services at this time is a new development and it is due to the marketing paraphernalia being assembled—posters, flyers, programs (for premieres), order forms and covering letters.

Fig. 9 Marketing Begins—circa January, 1983
A full complement of Investors has finally been achieved, though their investment dollars will not cover the marketing costs, and now they await a return on their investment. This group no longer supports the network; they represent another one of the Categories that partake in the revenues that Clear Horizon Films can generate.

The high activity registered by the Legal, Accounting and Government Categories reflects those steps being taken to assure the Investors their right to a tax reduction through the Capital Cost Allowance. The Producers must complete the second half of the certification form for the Canadian Film and Video Certification Office; an audited statement verifying proper utilization of funds (a high percentage spent in Canada on Canadians must be forthcoming); and Revenue Canada must be approached for the proper tax deduction forms following the Certification Ruling.

A Category identified as Unions (representing certain Production Personnel) has been added as the Producers are bound to report the hiring of some of their members (such as Don Francks and Samantha Langeven of ACTRA\(^{34}\) and Tom Borshuk of CAPAC\(^{35}\)). Some pension fees must also accompany this notification as the ACTRA contracts (which the Producers honoured in this instance) stipulate. Such a payment would be forthcoming on David Rain's behalf, as well.

\(^{34}\) ACTRA is an acronym for the Association of Canadian Television and Radio Artists.

\(^{35}\) CAPAC is an acronym for the Canadian Association of Producers, Arrangers and Composers.
Several new Categories have been added to indicate the network's latest concern. What was once a filmmaker network has now become a film marketer/distributor network. The first goal has been reached, now a second one predominates—selling the film. The first new Category, called Marketing Contacts, includes those individuals and organizations which have been approached and have consented to help with the promotion of the film. Among the elements are the Canadian Wildlife Federation (with its National Wildlife Week promotion); the Canadian Consulate in Detroit; Paper Jacks, Ltd.; and the Ontario Ministry of Natural Resources. Most of these contacts play a role in another new Category, Screenings. This Category denotes the premieres the Producers undertook, or were in the process of arranging, as well as the festivals they were entering.

The Laboratory Category would be a long-running participant for as long as a demand for prints continued. Video tape copies of the film would also be required from time to time and they would emanate from a video tape replication house (also part of the Laboratory Category).

The CBC has officially become an element within the system—under the Exhibition Category. The licensing agreement with the Corporation is a breakthrough in this new marketing/distributing phase and the fee that the Producers negotiated would help to appease the Investors and add vigour to other marketing ventures. Insurance coverage similarly reflects this new status; all that remains is the
Producer's Liability Policy as a hedge against any unforeseen copyright challenges.

The Media Category, besides the CBC, has again been introduced into the network. The Producers look upon this publicly-oriented voice as a valuable resource for several reasons. First of all, it should assist them in getting the news of their accomplishment out to the general public. Secondly, it may help in buoying the spirits of the Investors and other participants. The media may also enable them to get more information out to interested film buyers. Finally, the media would serve as an important resource for the CBC's publicity campaign announcing the telecast of Wild Goose Jack.

Again the network of early 1983 is by no means fixed and distribution issues force further changes. Consider the network's configuration as of December, 1983 (Fig. 10). Though it was suggested in the first contact with the CBC in October of 1980 and it began to show more noticeably in early 1983, the model depicting the Wild Goose Jack network has now begun to address the distribution and exhibition stages that the Jowett/Linton model portrays. What began as a move from production to the business of selling the film has evolved into a complex distribution/exhibition network. All of the distribution connections which had been contemplated throughout the year are now in place. All the promotional material needed by Clear Horizon Films has been produced and the only Production Personnel required are the
secretaries. The CBC broadcast, with all of its shortcomings, has finally brought the film out before a wider audience, though the number of viewers are unknown due either to the CBC's inability to measure them or their unwillingness to reveal such information.

Fig. 10 Distributors in Place—circa December, 1983
The Miner brothers remain strong supporters though their value to the process is no longer significant. Manly, however, out of friendship remains a confidant and often times relates his latest meeting with someone who had viewed the television broadcast. He would also remain a strong ally for future CHF projects, writing letters of support.

Investors have now received a substantial return on their investment, and following the petitioning of the Canadian Film and Video Certification Office, they have received the income tax write-off promised in the Capital Cost Allowance. The break-even point of $96,000 returned to the Investors remains CHF's primary goal.

In order to reach that goal the company, as agents for the Unitholders, have established a number of contractual agreements with what it believes are the most competent distributors available: Multi-media (French in all markets); Films Transit (non French international--except the U.S. and Canada); Direct Cinema (U.S., non-television); and Thomas Howe and Associates (Western Canada, non-television) have joined forces with CHF (Eastern Canada and North American television).

Clear Horizon Films has become a member of another professional organization, the Ontario Film Association, and it along with the CFTA are both utilized in the film's distribution. All of these steps have been undertaken to represent the film in as many markets as possible. However,
the enormous costs of representing the film in so many diverse and wide-ranging markets, including two languages, has curtailed much of Clear Horizon Films' role as a distributor.

This last model will eventually change too when the agreement with the CBC comes to a close and the Exhibition Category disappears unless other exhibitors such as TVO or PHS are added. The agreements with the additional distributors could also be altered or cancelled altogether.

The model of the network, circa December, 1983, comes the closest to the Jowett/Linton Model. The Distribution and Exhibition Categories are now in place as is the Audience. However, to utilize this model for an analysis of the entire process would be to undermine the series of models which have preceded it and lose sight of all the participants and Categories of interactions that have been left behind but nevertheless played a role in the process.

For a better comparison to the Jowett/Linton Model (see Fig. 3), a final model (Fig. 11) summarizing the Categories of interaction is introduced. Unlike the models which preceded it, this is strictly a general overview and has no basis for existence at any point in the six-year time frame of the study.
Fig. 11 The Summary Model
Obviously this model presents the process in far more detail than the Jowett/Linton Model but some other differences stand out. The movie model presents a very logical flow to the process and there are instances of feedback that link all of the major components. The "Attendance" category in particular feeds back through the three previous stages of Production, Distribution and Exhibition.

The Independent Production Model, on the other hand, moves away from this obvious logical flow and presents a highly centralized network of interactions with the Independent Producers at its core. What is particularly intriguing is the relative isolation of all of the attendant Categories. The Legal Category, however, is one that breaks this isolation and interacts with many other Categories. Such a range of interactions stemming from this Category suggests its importance to the network.

There is little evidence of direct interaction with an audience in this model. The distributors, for example, deal with their specific markets through representatives of an interested buying group or organization. These organizations would in turn exhibit the films to an audience--far removed from the Producers. There is an audience for the Exhibition Category but, again, this remains isolated from the Producers; the CBC has not even revealed the number of viewers the program attracted although some sporadic feedback has been received on an
individual, personal basis from people the Producers know or met who'd seen the program. Nevertheless a more obvious and important audience for the Producers does exist.

This model implies that the audience is not some diffuse unknown component. Indeed, the audience of this non-theatrical film would appear to be a very select group: an elite rather than a mass audience. It is comprised primarily of the distributors and the exhibitor (Roman Melnyk of the CBC) for this is the audience which must be satisfied by the Producers otherwise the film won't be marketed on any great scale or broadcast on television. A secondary audience, again, follows as the distributors approach the film buyers and renters in their markets. However, this one is not of immediate concern to the Producers. A kind of two-step flow with opinion "shapers" would seem to be in evidence here as the distributors and the film buyers/renters ultimately decide whether or not an audience will have an opportunity to view the film.

Other members of this select audience include the adjudicators for the film festivals, the people invited to the premieres and those members of the production's earlier stages that viewed the work as it progressed and suggested changes. This portion of the audience includes Production Personnel (editors and writers mostly), some friends (most of whom had a background in film production) and family. In effect it was this very select group of individuals that the Producers sought to please, initially, and hence they
looked to these pockets of individuals as their most important audience. It was essential that those with knowledgeable opinions were satisfied.

Given the dual nature of Clear Horizon Films' role as producer and distributor, the three step process of Production, Distribution and Exhibition outlined by the Jowett/Linton model is not as obvious yet it still exists. Part of the Distribution stage has merely been subsumed by Clear Horizon Films, for non-theatrical films are often distributed by their producers. On the other hand, theatrical movies need established distributors to represent them to exhibitors and consequently the role of the Producer does not extend into this phase of the process. Also, as mentioned earlier, the Distribution stage is not necessarily followed by an Exhibition stage. In most cases these stages will be interceded by a "Market" component. Unlike the movies, non-theatrical films are purchased, leased or rented by an interested party with the understanding that the audience to view the film ultimately will not be charged an admission fee. This is the reason why the principal markets for non-theatrical films are libraries, school boards and government agencies and why the Independent Production model does not portray the need to monitor attendance or box office revenues as a movie model would. They are obliged, however, to monitor the sales and rentals and expenses of their distribution agents.
The Marketing component in the Jowett/Linton model has no corresponding Category within the Independent Production model. Such an activity is not a separate activity in this model; it is the function of the distributors to provide all the marketing for the film. It would seem as if movie production emphasizes the marketing of its product to a greater degree than the Independent Producers did on this occasion.

The critic component ("Evaluation") of the Jowett/Linton model would also seem to be absent from the Independent Production model though, in fact, it exists partly within the Media Category. Again, this function is not quite the same in this context as it is for the movies. The principal critics for the Independent Production are the Distributors and Exhibitors and while the critics may express their opinions about a production through various media, its impact is not as great since, for reasons stated previously, the vast majority of readers are not direct consumers of these types of productions. However, such critical reaction is often employed by Distributors as they market the film, and used by buyers (libraries, school boards, etc.) as a component of the purchasing decision.

Though a morass of interactions has been identified in this summary Independent Production network it could be reconciled quite easily with the Jowett/Linton model. The Components designated Exhibition and Distribution are found in both models and a grouping of the many other Categories
would do much to address the "black box" of Production that the Jowett/Linton model portrays and make it applicable for unique properties of movie-making. Three significant "areas" in the Production of Wild Goose Jack can be identified: Creative Technical Resources, "Content"/Information, and Financial/"Procedural" Arrangements (Fig. 12) and the utilization of such generic "areas" within the Production component of the model of movies as mass communication interacting with a Producer Category, may address some of the shortcomings of the Jowett/Linton model as it applies to movie-making. However, again, such generic descriptions may still oversimplify the process and gloss over the variety of special talents that production requires, as well as the affect they have upon the movies. The fourth "area" (indicating "Dissemination"/Publicity) in this generic model would be subsumed by those relevant components (e.g., Distribution) of the Jowett-Linton Model reflecting the inherently different manner with which this broad area is handled by the two processes.

There is, however, a major problem when trying to reconcile this model to the Jowett-Linton Model. To do so would be to lose sight of or neglect the contribution of the series of snapshot models in revealing the process. A better approach may be to try to re-work the Jowett-Linton Model so that several versions of this one would mirror the other models presented within this examination. This would allow for a better appreciation and understanding of the
movie-making process that can't be revealed in any one model.

Fig. 12 A Generic Model of the Participants Surrounding the Independent Producers.

Summary

Through the presentation of a series of models depicting the process at specific times the changing shape of the process can be revealed. Obviously the Producer is the driving force in the process, bringing together the various components which are necessary for the well-being of the network. The lines of interaction indicate a highly centralized network.
Most Categories vary in the intensity of their participation over time and some, such as the Media, even disappear from the network when their usefulness has run out. Certainly those Categories which fall under the generic title Financial/"Procedural" portray a fairly complex mix of interactions, one that de-centralizes the process to a certain extent as the Legal Category interacts with all of the other Categories in this area.

The models have not indicated the relative importance of the Categories by ranking them in some manner. The significance of the Production Personnel Category specifically seems to have been overlooked in the models though its long-running, highly active nature might suggest such prominence. Again, however, these models were meant to portray the interactive nature of the process over time. The Production Personnel Category can be characterized by a linear progression of activities (from scriptwriting to filming to editing, for example) which are themselves isolated and don't involve interaction by any production personnel with other personnel outside their specific tasks — e.g., cameramen don't work directly with editors. Members of this group interact with the Producers and any attempt to portray the many types of production activities would increase the number of interactions involving the Producers, but would not mean an increased complexity within the Production Personnel Category. It must be re-emphasized that this is not to reduce the importance of Production
Personnel. Instead one should assume their importance on principle and move on to examine all of the other interactions which involve the Producers in the course of this venture.

The snapshot models have revealed a network that fluctuates over time as new Categories enter the mix, fulfill their roles and, in most cases, depart. However, one must note the persistence of those Categories that fall within the financial/"procedural" area designated in Fig. 12, the Generic Model. The appearance of some of these Categories pre-dates the arrival of the Production Personnel, as Fig. 5 indicates. These Categories, as well as some additional ones, remain after this creative Category has lost its significance to the project (Fig. 9) and disappears altogether (Fig. 10).

Also, one member of this area, the Legal Category, persists at a high rate of activity throughout much of the process as contracts, releases, permits, agreements and various legal opinions are required by the Producers. The duties and responsibilities of the Escrow Agent also assures the continuing presence of this Category within the network. Other Categories subsumed by this area (such as the Investors and Accounting Categories) have increased their rate of activity or participation as the production gains momentum. Indeed the growth of the Investors Category maintains much of this momentum through the influx of investment capital and the slow growth of members (Unitholders) within
this Category demonstrates the extent to which this crucial element demanded the attention of the Producers.

It is, indeed, the range of other non-creative activities involving the Independent Producers that is most fascinating in the process (and revealing in the models). These interactions are often overlooked or ignored when film production is considered and they temper any romantic notions of film-making (location filming, for example) that one might have.

Nevertheless, this glossing-over of the Production Personnel in the models and not suggesting their relative importance points out the possible limitations in any attempt to simplify and organize for the sake of explaining as one does in such graphic depictions. So, too, the lines which link the Categories to one another say nothing of the quality of these interactions, nor is any sense of their influence portrayed although a glance at all of the models might suggest the dominance of the Independent Producer. In essence these models have established the network but have not revealed enough of the tenor of the relationships within the network that would allow for the testing of the major hypothesis espoused in the introduction. It was posited that the Categories (or participants) would constrain the Producers and thereby shape the process. This has not been proved by the models.

This inability to evoke the nuances inherent in such a modeled depiction is precisely the reason for moving this
study to one more stage: from the macroscopic overview to a more detailed investigation of the influence some of these Categories (and their specific members) have upon the process.

The upcoming chapter will attempt to delve into some of the intriguing characteristics of the network. Key Categories within the process are to be analysed—through primary sources documents—in order that a more detailed understanding of the nature and influence of these components may come forth. Four specific Categories will be scrutinized as they relate to the Producers: the Primary Information Source; the Legal Category (Bob Clark); the Investors; and Distribution (Direct Cinema). Each of these Categories was fundamentally important to the process and it was their introduction into the network which dramatically altered its structure and even made the network's continued existence possible. These Categories were also capable of exerting great pressure upon the Producers, thereby fettering the Producers' control over the process.

The Distribution Category has not been directly identified within the models (though it consists of Clear Horizon Films (the Producers), Direct Cinema Limited, Thomas Hove and Associates, Films Transit and Multi Media). This has been done for several reasons: (1) to stress the isolation of the additional distributors to each other; (2) to further suggest the segmentation of the markets they serve; and (3) to simplify the position of the Producers within the model (keeping them in the centre of the network) hence to remind one that the other distributors maintain a contractual relationship with these Producers/co-distributors.
From Macro to Micro: A Further Analysis

In this section the analysis will shift from the broad-ranging and invariably superficial examination of the process as a whole to a more specific and in-depth examination of a few of the relationships that were established within the network. This earlier overview of the process, as exemplified by the models that were generated, suggests a neatness and a precision which belies the actual functioning within it. Under a "microscopic" examination in this chapter, the clean, straight lines linking the various Categories will be revealed as being blurred and fuzzy.

The models imply a pattern of co-operation and harmony which, in electronic terms, would parallel the activities of a free-flowing, super-conductive wire. Microscopically, these interactions would more closely resemble a circuit controlled by variable resistors, where current can flow smoothly or face a virtual impasse as the interacting elements would have it. And while the models assume the give and take of all relationships, they don't portray, for example, the constraints which one Category may be placing upon another one such as the Producer. The ability of any Category to fetter the control of the Producers would invariably affect the content of the film they were likely to bring forth.
For this portion of the analysis four Categories have been selected: Primary Information Source; Legal; Investors; and Distribution. Two of these Categories, Primary Information Source and Investors, will be considered in total for all the elements within them are linked together. However, the other two Categories, Legal and Distribution, contain a few similar but separate elements. Consequently, for this study one element will be selected from each. The Legal Category will be represented by Mr. Robert Clark. As the corporate solicitor for Clear Horizon Films and Escrow Agent for the Unitholders, his duties have, far and away, involved the bulk of the Producers' legal undertakings. In the Distribution Category, Direct Cinema has been chosen. As the United States Distributor for Wild Goose Jack it has a significant role to play in the network's well-being and the interactions between this Distributor and Clear Horizon Films, as a result, were particularly cautious and well-defined.

All of these Categories will be examined as they interact with the Producer Category, Clear Horizon Films, which is the focus of the entire analysis. Other Categories may be alluded to but only on those occasions when the four selected Categories carry out their responsibilities stemming from their relationship with Clear Horizon Films.

The four identified Categories have been chosen for several reasons: their importance to the network and its well-being; the range of interactions they have with the
Producers; the benefits they derive from participating in the network; the richness of the data they have generated as members of the network; and the amount of influence they can exert upon the Producers, hence the process.

Primary Information Source--Manly and Jasper Miner

Obviously, nothing could have been accomplished by the Producers without a story - the life and work of Jack Miner in this case - and it was only through the aborted effort to produce a Jack Miner film back in 1941 that this contemporary venture was even possible.

It was the evidence of a project envisioned and unfulfilled, the Flaherty footage, that even presented the Producers the opportunity to meet the Miner brothers, secure their trust and ultimately receive their permission to once again try to produce a film about Jack Miner. Manly, a consummate organizer, had preserved the records of a project that was on the brink of being realized but ultimately fell through.

The driving force behind this earlier attempt had been Gabriel Pascal, a Hungarian-born film producer. The project reached a point where contract proposals had been bandied about. Manly's concern about Mr. Pascal's credentials prompted an enquiry to John Grierson, head of the National Film Board and Mr. Grierson's reply, in part, stated:

You may take it officially that Mr. Pascal is of the highest standing and stability, both as regards his position as a Producer in the film industry and as regards his financial backing. We
would not otherwise have arranged for him to call you.

Mr. Pascal has been recently the Producer of *Pygmalian* and *Major Barbara*, the two Shaw plays. He is the official Producer and film associate of Mr. Bernard Shaw.\(^{37}\)

Shortly after this pronouncement, Jack and Manly Miner replied to Pascal's contract proposal—with four additions. Among them was one which foreshadowed Clear Horizon Films' Exclusive Rights Agreement, some 39 years hence:

(1) That Jack Miner, nor his heirs or successors, or the Jack Miner Migratory Bird Foundation in any way shall be responsible financially in helping produce the pictures or expenses thereof.\(^{38}\)

The contract actually involved two films. The first was to be an adaptation of the *Snow Goose* by Paul Gallico, with Jack acting as an advisor. The second film would be "The Life and Work of Jack Miner," a definitive biographical documentation of Jack's story. While the negotiating was remarkable only for its easy resolution, little more came of it. In the fall of the year Robert Flaherty, the proposed Associate Producer, visited the sanctuary and filmed the memorable "Test Roll," but nothing more than promises came from Pascal's hand.

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\(^{37}\) John Grierson, *National Film Board, to Manly Miner, Ottawa, Ontario, June 20, 1941, Personal Files of James M. Linton, Windsor, Ontario.*

Following many months of inaction Jack received a letter from Robert Flaherty (one of several he wrote to the Miners) which stated, in part:

How often have I thot [sic] and regretted not being able to go thru [sic] with this film about your wonderful life there in Kingsville.

I haven't heard of Pascal for ever so long - I don't think he has done anything. 39

Neither of the planned motion pictures was ever realized by Pascal. He eventually stepped down as the Producer of The Snow Goose. Jack Miner died, in 1944, at age 79 and it seemed that much of his legacy followed him to the grave.

Not long after his death a sort of conservation back-lash emerged which sought to discredit many of Jack's theories--particularly those concerning predation and man's role in monitoring and controlling the population of wildlife species. Also, Jack's philosophy was rooted in a deeply-held religious belief which had carried on with his sons but now seemed out of date for many people. It was only because of the efforts of Manly and Jasper that Jack's legacy existed at all.

The CBC had attempted to document Jack's story and re-introduce him to Canadians when "This Land of Ours," in 1967, produced a half-hour program on the sanctuary and

Jack's legacy. The program fell far short of the possibilities that abounded at the sanctuary. It was filmed in January, perhaps the least exciting time of the year at Jack's homestead. The film lacked any of the possible resource material potentially available to the CBC Producers via the Miners; the reasons for this shortfall are unknown. Perhaps it was due to the previous experience of the Miners and their reluctance to overcommit themselves to any project. This Miner reserve, their reluctance to reveal too much at once, particularly on Manly's part, was evident as the Independent Producers first made contact with the brothers.

Manly and Jasper Miner had been brought up seemingly to forge a harmonious relationship, for each possessed talents which the other lacked. A visitor could not help but see that it was this blend which had made the sanctuary a rousing success many years after their father's death, ensuring its perpetuity even following their own passing through the Jack Miner Migratory Bird Foundation.

Manly was the businessman. In 1910, at age 13, he had been asked by his family to quit school and help operate the Miner family business, a brick and tile yard. He also helped co-ordinate the activities of Jack's new sanctuary, begun in 1908, by managing his father's fund-raising lecture tours and overseeing the financial status of his father's remarkable new project.
Manly exhibited a talent for organization. When the existence of the sanctuary was threatened by the Great Depression, he moved to establish the Jack Miner Migratory Bird Foundation as an internationally-based, non-profit trust to secure the future of his father's dream. He worked all of his life to ensure the financial solvency that it could claim today. Once, Manly was asked when he had last taken a vacation and he replied, "1910." Such was his devotion to his life's work.

The painful experiences of the Depression had hardened him to the tenuous nature of the economy. He spent his money carefully and invested the Foundation's donations blue chip stocks. He always maintained that he purchased Ontario Hydro stocks because, "Niagara Falls can't go on strike."

As successful as he was, Manly kept a low profile, preferring to work behind the scenes. He was not one to roam the sanctuary grounds conducting tours. Instead he would hold court in private sessions at his home on the grounds. He was a great talker and he could recount his colourful reminiscences for hours at a time. Manly remembered everything and saved everything.

Jasper Miner, on the other hand, was more like his father. He was the public man and the outdoorsman. He had been a part of the sanctuary all of his life for he was born in 1910, thirteen years after Manly.
Jasper spent much of his day tending to the needs of his feathered guests—some of whom were year-round residents. During the migration seasons (spring and fall) he conducted daily lectures to hundreds of visitors in the auditorium on the grounds. Several times daily Jasper would entertain the hundreds of visitors by conducting a fly-up. Utilizing a motorized, 3-wheeled bike he would ride out onto the fields and "coax" thousands of geese into the air for an awesome display of aerial artistry. Jasper would quip that that was how the geese earned their keep at the sanctuary.

These were the Miner brothers as the Producers met them in 1977: Manly, the indoorsman, Jasper the outdoorsman. Manly was the big brother often know to call Jasper "son" and definitely the man who controlled the destiny of the sanctuary and the Foundation.

The video taping for the cable production in 1977 primarily involved Jasper as he acted as an on-camera guide around the sanctuary. Manly was briefly introduced by his younger brother and was lavishly praised for his business acumen.

However, with the discovery of the Flaherty artifact, the Producers' relationship with Manly became paramount. It was Manly who had kept his family's legacy intact and, as the oldest and with his remarkable memory, who was the most important information source. Jasper often deferred to Manly for relating the family saga.
Manly became Jim's contact as he sought out the story behind the Robert Flaherty test roll. In keeping with Manly's ways, this relationship began rather cautiously. One has to wonder how he felt toward the Producers, as representatives from the University of Windsor. Manly had little formal education and he disdained the expertise of academics—biologists in particular. He often spoke of the biologist who once visited the sanctuary and enquired as to whether the swans and Canada geese were the two sexes of a specific breed of goose. Fortunately, Manly and Jasper had been conferred Honourary Degrees by the University of Windsor, no doubt mollifying his disdain.

Certainly, the Producers made no claim of expertise in biology—film was their interest. They were also determined to document the history of Jack and his family—a proposal which was harmonious with Manly's obsession. Jim Linton's letter of December 14, 1977 indicated his early commitment to the project, and too, suggested the "official" nature of their relationship at this stage in the project's development. Regarding the Flaherty footage Jim wrote to Manly:

I have been in touch with the Director of the National Film Archives, Mr. Sam Kula, who would be most pleased to accept the footage for preservation and storage purposes. In addition he agreed to provide you with a 16mm copy of the film. I will probably be taking the original film to Ottawa in February and will deliver the 16mm copy to you sometime thereafter.
In my discussions with Mr. Kula, I also mentioned the films which your family had shot in the 1930's and 1940's, and which you had passed on to Cal Moore for inclusion in the videotape he produced at the time of the unveiling of the statue of your father. Mr. Kula also expressed an interest in seeing this footage to determine if some or all of it merited preservation. If such was the case, the material would be copied and returned to you. I would appreciate your permission to take this footage to Ottawa with me as well.

This letter indicated the nature of the relationship at that time. It was a formal declaration utilized to make Jim's intentions known. The letter could act as a documentation—should legal entanglements have arisen—of the activities which Jim was about to undertake. The letter also revealed that Jim and Cal were interested in preserving the film footage as a historical artifact. It further suggested that it was important to follow the wishes of the Miners.

As time passed the nature of the relationship with Manly changed as he began to let down his guard even more. He revealed the neglected Ford footage to Jim and he acquiesced to Jim's request that this film, as well, be turned over to the National Archives. No letter of intent was necessary this time.

Cal was able to maintain a connection with Jasper during the fall of 1978. As part of a graduate course he produced a short video documentary on Jasper and his birdbanding activities.

While the Producers still kept in touch with Manly, in particular, when it came to proposing the film project to him, they nevertheless sought the advice of Beth Shaughnessy, a strong and trusted Miner supporter. Only then, following her approval, did they broach the subject with Manly. Certainly their concerns were unfounded, as Beth had indicated, when Manly also expressed his delight with their proposal.

This was not totally unexpected for they knew about Manly's life-long devotion to the sanctuary and the Foundation. Such a film on Jack Miner could only help to garner further support for the Foundation. Certainly the publicity from such a project would be valuable. The timing for such a film was particularly significant. Jack's life had never been treated properly in a film; the CBC's attempt was totally unsatisfactory and the advancing years of the Miner brothers gave the project a greater sense of urgency.

Nevertheless, Manly was not about to abandon his principles for the sake of this project; experience had taught him much. Consequently, it was not unexpected that the Producer's request for financial assistance was rejected by Manly. He had specific interests to protect: the Sanctuary; the financial well-being of the Foundation; and the exclusivity of his relationship to the Foundation's contributors. For those reasons he was not about to commit any Foundation money nor was he willing to sacrifice the
financial support of his contributors by revealing them to the Producers as they sought other financial avenues.

While the Miners were unwilling to grant financial assistance, they still possessed the most important resource, Jack Miner's story. This was what the Producers ultimately sought, and in spite of the other setback, they set about to guarantee an exclusive right to produce the definitive Jack Miner film.

As their relationship with Manly developed, the two parties set about to negotiate the Exclusive Rights Agreement the Producers needed. All of their efforts to date and those activities of the future required legal protection. Manly and the Foundation were willing to accede to their wishes, with a few additional provisions.

Two of Manly's biggest concerns were expressed to the Producers during the negotiations and were included within the Exclusive Rights Agreement:

5. Directors' [of the Foundation] Services

(b) The directors and the Foundation shall be permitted to carry on such routine film, video, radio and newspaper interviews as they have conducted in the past and as are not inconsistent with Granted Rights.\(^4\)

and in the clause reminiscent of 1941:

8. Releases

(b) The Producer hereby releases, discharges and holds harmless the foundation and the Directors for themselves from any and all claims, demands or causes of action that any person may have against the Foundation and the Directors; for libel, violation of rights of privacy or any other debt or action by reason of anything contained in the Documentary or the publicity or advertising pertaining thereto. 42

The Foundation was very accommodating to the Producers. They were granted the right to produce Jack's story, broadcast it, make changes in the story (due to the obvious time restraints of a film) and publish books or articles about the story. As for their concern over the exclusivity of this project the agreement stated in Section Four, Exclusive Rights:

(a) The Foundation and the Directors agree that for a period of time not exceeding five (5) years from the date of the execution of this agreement, (hereinafter called the "Exclusivity Period") they shall not license the Granted Rights to any other person, firm or corporation for the purpose of producing a motion picture that shall be competitive with the Documentary and having the Story as its primary subject matter. 43

The nature of their relationship was further established in the Right of Assignment clause. While the Foundation "May not transfer or assign this agreement or all or any part of its rights hereunder to any person, firm or corporation without prior written consent of the

43 Ibid., p. 9.
Producer,"44 the Producers' rights were even more tightly bound: "The Producer may not assign and transfer this agreement to any person, firm or corporation."45

The Compensation clause similarly reflected the intimacy of their relationship. This section strove to adhere to one of Jack's most fundamental principles and, also, expressed an understanding of the Producers' predicament—they weren't financially secure. Following the Producers' convenant to complete the documentary film within five years the clause stated:

(b) The Producers agree to give the Foundation and directors one 16mm, colour, sound-on-film print of the Documentary within one year of the date of general release of the film.

In keeping with Jack Miner's own philosophy that his bird sanctuary be one place on earth where no money would change hands, it is agreed by the Producer, the Foundation and the Directors that no monetary compensation is due the foundation or the Directors in return for the services and convenants and Granted Rights assigned the Producer herein.46

The Exclusive Rights Agreement was a formal, official enunciation of the relationship, but, as much of the contract implied, the relationship exceeded the terms of a contractual understanding. Manly and Jasper had become friends and mentors; they were just as excited about and

44 Ibid., p. 12.
45 Ibid.
46 Ibid.
willing to participate in the project as the Producers were. Nevertheless, as with many friendships, this one was not without its rocky moments and such difficult times can bring about certain feelings and misgivings which no contract can overcome or enforce. One incident—the only significant one of this magnitude—amplified this duality.

In contractual terms, the importance of the Producers vis-a-vis the production was undeniable:

3. Allied Rights

(b) The Producer shall have complete control of the production of the Documentary including, but not limited to all artistic controls and the right to cut, edit, add to, subtract from, arrange, re-arrange and revise the production of the Documentary in any manner whatsoever; and even more specifically with regards to Manly and Jasper the Agreement stated:

5. The Directors [of the Foundation] Services

(a) The Directors agree to make themselves available at reasonable times that are mutually convenient to the Directors and the Producer to allow the interviews by the Producer and to provide background material relating to the Story and other matters within the Directors's knowledge (herein collectively called "Interviews");

Nevertheless, the results of some research conducted in the spring of 1981 threatened to undo much of the Producer's efforts to date and render impotent these portions of the contract. The Producers had discovered that Manly's sister-in-law Josie, widow of Ted Miner, was still

48 Ibid., p. 10.
alive and willing to participate in the film. Also, they had approached a neighbour family and made enquiries about their relationship to Jack. When the Producers revealed their discoveries to Manly he threatened to withhold his services if these sources were used in the film.

This threat exceeded any legal mandate in the Producers' possession and following a brief discussion among the three it was deemed prudent to heed Manly's protestations. Some material (photos) supplied by Josie were eventually used in the production but her on-camera participation was excluded entirely. The Producers were obligated to accede to Manly's demand.

However, as dramatic as this moment was, it represented their only serious confrontation with the Miner brothers, and in any overview of the relationship it must be understood for its novelty. Certainly the power to "pull the plug" (or impede the project) was always within their grasp but, in fact, both Manly and Jasper were extremely cooperative and provided the Producers with all the information they required.

Upon completion of the film Jasper and Manly assisted in the film's promotion. No doubt they relished this role, for at the premieres they were treated as celebrities of the first order. Following the Toronto premiere, for example, Manly and Jasper attracted a throng of well-wishers, each seeking autographed copies of Jack Miner's books which had been graciously provided by Paper Jacks, the publisher.
Manly was so taken by the film (and sure of its potential) that he took it upon the Foundation, at the Producers' request, to donate $12,000 to cover the printing costs of the flyers for use in the National Wildlife Week campaign.

The response to *Wild Goose Jack*, particularly the television broadcast, had a direct impact upon the sanctuary. Even many months after the first airing Manly was still relating stories about the latest encounter with visitors who had seen the film and were so moved by the story that they wanted to visit the sanctuary and experience the place for themselves. Manly also reported a significant increase in correspondence and contributions to the Foundation shortly after the broadcast.

**Summary**

Obviously, this Category was fundamentally important to the network's existence. Certainly no film about Jack Miner could have been conceived, let alone produced, without the legacy of the man that was sustained, largely by his son Manly's efforts. Even so, Manly's husbandry aside, it was indeed fortuitous that the project was undertaken at all. The Flaherty footage had been found by chance and further research had revealed that it was fortunate, for the Producers, that a Jack Miner film had not been produced long before. The Producers were also fortunate to be living in a country that did not, for some curious reason, revere its great men. Certainly a man of Jack's stature would never
have been ignored or shunted aside in the United States. This project was a documentarist's gold mine and it had been neglected because the cultural industries either didn't care or didn't know about this rich heritage.

While the Producers were, firstly, the recipients of good luck, it would take their efforts building on this discovery to sustain the project. At this point they became agents of their own destiny. Through their interest and concern for the Miner family and the legacy of Jack Miner they were able to establish, over time, a warm and affectionate relationship with Manly and Jasper. Probably such a relationship was mandatory if the project was to go ahead, for the story would only have been released with Manly's and Jasper's consent.

Although a legal working relationship was enunciated, the co-operation of this primary information source was always predicated upon mutual trust and good feelings between each of the parties. Without this attachment, further co-operation was in jeopardy, as the Josie Miner incident has illustrated.

Indeed, behind all the goodwill and friendliness there existed a power relationship. The Producers were the driving force in the project but it was up to the the brothers to give their co-operation. No person or binding contract could force the brothers to do something they didn't want to do. The Producers could not contravene the
Miners' rules or their perception of proper conduct and expect their assistance.

Also, it was only following the successful completion of the film that Manly committed any financial support to the project. In effect he had nothing to lose by waiting, co-operating when it was prudent to do so, and watching the production as it succeeded or failed. He was legally sheltered from any financial shortcomings, as well. Nevertheless, he did have a stake in a successful film and he gave the Producers his full support but always in a manner which he saw fit to do at that time.

The Legal Category—Mr. Robert Clark

The sparse, loosely-tied network that the Producers established in 1977-78 was exhibiting the symptoms of stagnation as winter gave way to spring in 1980. Their relationship with Manly and Jasper Miner was flourishing and continued to strengthen since they had been granted permission to produce a film about Jack Miner. They had even made considerable inroads researching Jack's story. However, in a certain respect they were floundering because their efforts to secure financial assistance through the Jack Miner Migratory Bird Foundation and several government funding programs had fallen through.

It was only as a result of the decision to incorporate, secure an Exclusive Rights Agreement with the Foundation and the Miner brothers, and garner investment through "a class
12 Capital Cost Allowance under the Income Tax Act that the cycle of frustration was broken. This shift of focus caused the introduction of a new Category of relationships into the system, the one labelled Legal. Though several elements (or individuals) played a part in this Category the principal element was Clear Horizon Films' corporate lawyer, Mr. Robert Clark, and many of the Producers' dealings with him will be the subject of this section.

Like the Miner brothers Bob quickly established himself as an important resource for the Producers. Unlike Manly or Jasper, he was not essential to the telling of Jack's story. Neither was he needed for the creative component of the film's production. His duties were carried out behind the scenes. As a representative of the legal community Bob possessed an understanding of the rule-making, monitoring and enforcement agencies of society that were now about to be introduced into the once tidy but ineffectual network. These bodies have been classified as various elements of the Government Category. Following a revised strategy the Producers would now require the approval of government agencies in order to produce the film.

Bob represented a necessary participant that the


50 Mr. Clark, as a member of the firm McTague, Clark, had access to the resources of the firm. Such references to Mr. Clark shall assume the participation of unknown staff and colleagues within the time frame of this study.
Producers were obligated to introduce into the network. He knew the rules which guided corporate affairs and legal matters, such as contracts. He would act as an advisor, guide and, in a way, the conscience of the project. The Producers consulted him on many occasions as they sought to keep themselves free from those forces that society could unleash upon unsuspecting or over-reaching Producers.

Bob's first assignment involved the matter of incorporation. Following a consultation with the Producers Bob drafted the application for incorporation under The Business Corporations Act of the Province of Ontario. The application was filed with the Ministry of Consumer and Commercial Relations. Though he lacked specific knowledge about the activities involved in the film production sphere he was able to plug their esoteric activity into the appropriate government forms. In part the relationship, here and throughout, was one of give and take as they defined their aspirations and he translated them into a language which met the government's requirements.

For example, the Articles of Incorporation included a section requesting a declaration of the "Objects For Which The Corporation is Incorporated." So as to not limit the possible uses of the company the Producers included a number of activities not related in any way to the Miner project.

but which could, someday, be of use to them. In subsection (d) of the objects they included, "To own, operate, lease, license, dispose of and manage theatres and places of amusement, entertainment and instruction." 52

Bob saw to it that the corporation was duly organized and a Minute book was set up for the company and it contained "all Resolutions, By-laws and other corporate proceedings to date of which we are aware and such book is available at our offices and may be picked up at your convenience." 53 Bob specified the directors and officers of the company as the Producers had instructed. Mike was named President, Jim was designated Vice-President and Treasurer, and Cal was listed as Secretary, though they were all equal partners.

It was following the incorporation that Bob, as Clear Horizon Films' corporate solicitor, became a participant in the legal undertakings which began to permeate the production. He acted as an overseer for the assembly of the Offering Memorandum and saw to it that the information contained therein fell within the accepted standards for the practice. Bob also drafted the Exclusive Rights Agreement.

Despite the co-operation that characterized their relationship with Bob there were moments of uncertainty and inaction which resulted in uncomfortable feelings for the

52 Ibid., p. 5.

Producers. At the onset of the revised project they were especially concerned with those regulations that defined the activities which could be undertaken through an Offering Memorandum and they became troubled by Bob's lack of concern to specify those restrictions for them. The Producers' envisioned inability to secure the investment in full from relatives and close friends fueled their anxiety about the feasibility of the Offering Memorandum and they sought Bob's opinion about the limits the government had imposed for approaching possible Investors.

In a December 22, 1980 meeting with Bob they raised the issue and requested that he submit a written legal opinion to address this. It was their policy to get such opinions in writing as a hedge against unforeseen problems stemming from their activities. Bob's malpractice insurance would help to shelter him from faulty opinions and they sought to scramble under his protective umbrella when it was warranted.

Nevertheless, Bob was reluctant, for reasons unknown, to address their uncertainties (though he promised to do so at the meeting) and they followed up the issue in letters of May 25, 1981 and July 6, 1981. Finally, out of frustration, they mailed a registered letter to him outlining their perception of the regulations governing their activities which had allowed them to utilize an Offering Memorandum rather than the costlier Prospectus. This declaration of understanding was for the record and it implied Bob's
approval of their understanding of the regulations unless he advised them otherwise:

The exemption from the prospectus requirement of the Securities Act 1978 under which we are operating is known as a "Private Company" exemption. According to our notes made at this meeting of December 22, 1980, under this exemption:

1. We may offer to "close relations" (spouse, parent, sibling, child) or to "distant relations" (i.e., all those individuals other than close relations who have substantial financial resources and investment expertise). If there is any doubt about the knowledge of the latter category, we should advise them in writing to seek such investment advice.

2. We may offer to 75 such persons and sell to 50 as a post script they also declared their perception that the onus was on the Ontario Securities Commission to prove that offerings had been made to more than 751.

3. There is no limitation on the length of the offering; the deal then, may close at the end of 1981 as we have provided.

4. Filing provisions require a report of a trade within 10 days of its occurrence; you undertook to look after this matter.

Bob did not respond in writing to this declaration and they considered this "gesture" to be his tacit approval.

One can only speculate as to the nature of this inactivity. No doubt Bob was engaged with many clients and he simply could have dismissed these concerns as less important than other matters. It might, however, have been rooted in Clear Horizon Film's financial shortcomings.

Bob's office had issued a statement of Account on the 12th of January, 1981. As of the end of 1980 the Producers owed about $1,100 for his services. About $300 of the bill was owed directly by the company and it involved the procedures his firm undertook to incorporate Clear Horizon Films. The remainder was for services rendered in the execution of duties related to the production of Wild Goose Jack (which would come out of the film's budget) and it primarily involved the assembly of the Offering Memorandum.

Though the incorporation fees were as expected the Producers were quite taken aback by the "pace of his metre"—his fees—for the other matters. They were also unwilling to pay a bill for services that were still incomplete so they delayed payment—mirroring their perception of Bob's inability to carry out the December request. Subsequent statement reminders were issued by Bob's office April 30 and May 31, 1981. A July 6 letter from Jim addressed these two issues: Bob's desire to be re-imbursed for his services and Clear Horizon Films' concern with his inaction. He enclosed a cheque to cover the costs of incorporation but paid only one half the legal fees for Wild Goose Jack as he sought to get Bob acting on the opinion the company needed. Jim wrote:

We would be most pleased to forward the remainder of these fees, once we receive a response to my letter of May 25, 1981 concerning matters
discussed at our meeting of December 22, 1980, and which you indicated would be sent to us before you went away on vacation February 27, 1981. 55

Though this seemed to be the only alternative for encouraging an opinion on what they perceived to be a vital matter, the subsequent September 10 declaration of the facts the Producers issued demonstrated the ineffectiveness of this tactic.

The December 5, 1981 meeting the Producers had proposed for Unitholders and prospective Investors was also a sensitive issue for Bob and his Producer clients. Although they were gaining some understanding of the limited scope of Offering Memoranda for this type of investment, particularly as it applied to advertising for Investors, nevertheless, the Producers sought the means to hold an information session which would primarily be informative for the Investors, but as a spin-off, might encourage further investment. Again, they sought an opinion from Bob and his reply followed shortly thereafter. Bob's letter of November 9 addressed their request: "to provide you with an opinion concerning Part III of the Regulations to the Securities Act, 1978, dealing with prospectus requirements and in particular Section 14(g) thereto."56


As a reference for his opinion he included that section of the Securities Act under question.

The offer and sale of the Securities are not accompanied by an advertisement and no selling or promotional expenses have been paid or incurred therewith, except for the professional services performed by a registered dealer. 57

Bob concluded that this section specifically ruled out any advertising and he added:

Further and in keeping with the spirit of the legislation it is not permitted to have incurred or paid selling or promotional expenses in connection with the offering to proposed investors in the film. Should a reception as described above be held for Unitholders and prospective Unitholders and should expenses either be paid or incurred with such reception there will be heavy onus upon the vendor being Clear Horizon Films, Inc., to demonstrate that such reception and expenses connected thereto were incurred only to permit the access and to deliver information that supplements the offering memorandum already in the hands of the individuals attending. Should any expenses be paid or incurred and at a later date it be shown that those expenses were incurred or paid with respect to the selling or promoting of the Units in the film would be such that the prospectus exemption available under Section 14 of the Regulations have been lost. 58

Bob's opinion was quite specific but the Producers perceived that the expenses issue might allow them to circumvent the regulations. Mike, Jim and Cal agreed to seek the opinion of another lawyer, Mr. Daniel Moorhouse, in order to clarify what they hoped was a loophole in the regulations. They believed that they could hold the meeting if no expenses were incurred.

57 Ibid.

58 Ibid., pp. 1-2.
Following his understanding of the facts relating to the nature of this meeting, Mr. Moorhouse demurred, "I regret that I am unable to express an opinion as to the application of subsection 14(g) [regarding advertising] of the regulations in affording an exemption under The Securities Act." He offered his comments and advice, however. He was particularly wary of inviting more that 75 prospective purchasers "(including those who have already purchased Units or have an offering memorandum or those who have been approached otherwise)." As for the advertising issue he was amenable to the idea that the Producers could approach people and tell them about the meeting, even inviting them:

Strictly construing "advertisement" suggests that perhaps a newsletter [to announce the meeting, inviting prospective and present Unitholders] is not even permitted, but assuming that a newsletter is permitted, the newsletter should be as objective as possible and eliminate any possible aspect of "touting".

It would appear that the safest course of conduct would be to contact people by telephone.

As for the strict interpretation of promotional expenses Mr. Moorhouse concluded, "Therefore, the wording seems to proscribe entertainment, coffee and pastries [these


60 Ibid., p. 4.

61 Ibid., p. 5.
activities had been described in a draft newsletter that had been enclosed."

Though they still lacked the firm legal support they sought, Dan's advice set out a strategy which could adhere to the letter of the regulations, if not exactly the spirit. His comment regarding the use of telephones for extending invitations seemed a remarkably dextrous means of side-stepping a sticky regulation. The Producers meant to be more straightforward in their activities than this manoeuvre implied.

Although the legal groundwork had not done much to clarify the fuzziness of this venture with regards to the regulations, the Producers decided to conduct the information session anyway. Bob Clark was able to attend and he gave a presentation outlining his firm's duties and responsibilities as Escrow Agent for Unitholders of Wild Goose Jack and his participation implicitly legitimized the venture. Efforts were made to keep the meeting as straightforward as possible with no expenses incurred by the company and the relatively low turn-out assured everyone that the Producers had abided by at least one of the stipulated terms.

This session with the Unitholders and prospective Investors presented Bob in a light that was not at all in keeping with his customary activities as Clear Horizon

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62 Ibid.
Films' corporate solicitor. Along with his work on the Offering Memorandum and those activities pursuant to it Bob was consulted when the Producers entered contractual agreements with other participants in the project. When, for example, Tom Borshuk, the music director, and David Rain, the script writer, were hired the nature of their relationship to Clear Horizon Films and its production were defined by the contracts the Producers negotiated and Bob drafted. Bob also oversaw agreements which gave them permission to utilize material held by people other than the Miners--the Rob Roy contract licensing his father's newsreel, for example. They also consulted Bob with regard to their production activities and the legal correctness of the location permits and personal releases they had drawn up for use in the production. Bob also took an active role in their application for insurance coverage. A letter from Jim dated June 4, 1981 addressed these two issues:

You will also note the enclosed copies of letters of two officials of Consolidated Insurance Agencies concerning our policies for the film. Since you prepared the application for the Errors and Omission Policy I would assume that you are familiar with its contents and, consider it satisfactory. The lengthy guide for "Clearance Procedures" may require that we have an indepth discussion on that topic at some point.63

Bob also worked closely with the film's accountant, Mr. Mel Leiderman, and the company's accounting firm, Lee, Plunkett and Associates, when audited statements of the film's budget and company year-ends, respectively, were required by governmental departments.

While they considered him to be the expert on the legal implications of their activities there were nevertheless some conflicts between the Producers and other elements which, by their far-reaching implications for the success of the project, blunted any "clout" which Bob had helped the Producers establish. Manly Miner's threat to withdraw his services, described previously, had been one. Another such confrontation involved David Rain and his insistence on a re-negotiation of the terms of his contract.

In February, 1981 the Producers had notified Bob about their interest in hiring a full-time script writer "since our other individual commitments don't permit our undivided attention to this crucial matter."64 They expressed their concerns about entering into an agreement with David Rain, the prospective writer,

but he's recently joined ACTRA and for us to enter into ACTRA's agreement (see attached) with him would, it appears, contravene certain provisions of our offering memorandum, viz. we could only license the rights to the script rather

than own it outright as we've stated (see article A9 of ACTRA agreement p. 11, and purchase agreement Appendix IV, article 1.01(a) and 1.01(h) p. 2, 1.01(k)).

They also expressed their desire to avoid entering into an onerous ACTRA agreement altogether, to which David was amenable. Bob subsequently assured them that both concerns could be addressed and with David's permission, they negotiated a contract, had it drawn up by Bob and executed it on the 25th of February, 1981.

The agreement set out the following salary schedule based upon the $2,400.00 fee to be paid him:

(i) 25% of the salary or Six Hundred ($600.00) Dollars on the latter of March 30, 1981 and the satisfactory completion of the outline of the script;

(ii) 50% of the salary or Twelve Hundred ($1,200.00) Dollars on the latter of April 20, 1981 and the delivery of the first draft of the script; and

(iii) 25% of the salary or Six Hundred ($600.00) Dollars on the latter of May 7, 1981, and delivery of the satisfactory final draft of the script.

A living allowance of $150 dollars a month was also included to cover his stay in Windsor, "commencing with the date of the Agreement and ending on final delivery of a final draft." The Producers also pledged to reimburse all reasonable travel expenses, and so as to meet the

65 Ibid.


67 Ibid.
obligations of the Purchase Agreement with the Unitholders, they agreed to pay, prior to January 31, 1982, the sum of $1,000 for which "the writer assigns to the Producer all his rights, title and interest in the copyright of the script for use in any form and in any media...."\(^{68}\)

David assumed his duties on the 9th of March and he worked diligently, with the Producers at his side, sifting through the mountain of information, absorbing the story and trying to conceptualize its visual/aural form. However, despite everyone's best efforts it became obvious that David would not be able to submit a satisfactory final draft by May 7, his perceived deadline for submission. David expressed his concerns over this matter and stated that his final draft would not be ready until May 15. He rationalized that this would be later than planned because the Producers had been slow in commenting on his drafts. He also suggested that recent discoveries while researching had altered slightly the emphasis of the script. He wanted to be reimbursed for his protracted schedule, some $325. If the Producers did not comply, David would submit his final draft on May 7 "out of spite."\(^{69}\)

The Producers discussed the situation with Bob and he reassured them that the contract stipulated that they were within their rights to withhold salary until a satisfactory

\(^{68}\) Ibid., p. 2.

script was presented. May 7th was a secondary part of the stipulation. Three scenarios were considered: (1) David presents a final draft which the Producers find unsatisfactory. The Producers withhold the $1,600 in payments, he leaves and perhaps sues; (2) He continues to work at the agreed rate and bad feelings ensue; (3) They pay, he stays, and they get the script they want.

While the contractual arrangement gave the Producers considerable leverage, they finally agreed to go with David's demand and his "extension" was paid. Despite their perceived legal position the Producers had no real alternative but to acquiesce. David continued to be a valuable and resourceful production team member and his input was sought and given long after May 7th.

In this matter, as in many others, Bob maintained his distance from the fray. The Producers negotiated the contracts and saw to it that the letter and spirit of the agreements were carried out. Bob aided them in drafting the agreements and explaining their implications before they took effect, and in David's case, as they were operative. On other matters he was the direct contact to other organizations and the Producers' input was relayed through his office. The Articles of Incorporation and their filing were conducted in this manner as was the Advance Tax Ruling that the Producers sought for the Offering Memorandum and
which Bob filed based upon a mutual understanding of the facts pertaining to the production of *Wild Goose Jack*.

Under Bob's guidance they were able to change the Closing Date on the offering twice. The first involved the switch from the December 30, 1980 Closing to the December 30, 1981 Closing Date. Since very few Unitholders were involved (and most were close relatives) they were quickly able to secure the Investors' permission for the change. The second change of the Closing Date involved far more Investors and was particularly worrisome because government legislation was pending which could alter the nature of the Capital Cost Allowance, and hence, have serious implications for Investors they sought in 1982.

As for the change of date, Bob assured them that:

There is no obstacle from preventing the company from extending the date of closing as such date was part of the contractual agreement with any purchasers. If the closing date were extended however an amendment would have to be made to the offering memorandum and that amendment would have to be circulated to all of the present Unitholders and to those individuals to whom offering memorandums have been circulated. 70

He warned them that the pending legislation had serious implications for the purchaser of a Unit who had not paid for his Unit until after 1981, though he had agreed to do so in that previous year. Then he could claim only 50% of his purchase in the first year. Also Bob warned the Producers that, "The extensions of the closing date may provide

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Unitholders the opportunity of rescinding their contract in which event the company must repurchase the Units."  

As unwelcome as both these scenarios were the Producers deemed them to be minor annoyances, all things considered. They could work around any payment delays and none of the Unitholders had expressed any misgivings about the production thus far. Besides, the concerns of the moment demanded that the Producers extend the Closing Date for too many Units were unsold. Bob was reassuring with respect to the Capital Cost Allowance for Unitholders when he added that government policy changes wouldn't be implemented until the 1983 taxation year: "Therefore Investors in film Units will have an additional year with which to gain One Hundred Percent (100%) write-off of their investment in Canadian films."  

This continuity in government policy, extending through the 1982 calendar year, made it easier for the Producers to contact the Unitholders, gain their approval and shift the Closing Date to December 30, 1982.

Upon the completion of the production phase of Wild Goose Jack and the commencement of the marketing/distribution phase Bob's role expanded significantly as his firm's responsibility as Escrow Agent came to the fore. The Offering Memorandum had set out a scenario which would also make him responsible to the film's Unitholders. This apparent (or at least possible) conflict of interest had been raised.

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71 Ibid.

72 Ibid., p. 3.
by the Producers many months before but they had been re-assured that the mechanism was workable.

The initial licensing agreement with the CBC proved to them that the relationships could co-exist. As the extensive marketing campaign began to take shape and the final bills for various post production services poured in, it became obvious that the $10,000 the Producers were to receive for these expenses (as stipulated in the Offering Memorandum and the Purchase Agreement) was not going to cover their costs. Indeed, the Producers had forgone their own salaries for many months in order to meet the demands of their creditors.

The CBC agreement, which would pay them $65,000, presented the opportunity to settle some of these outstanding accounts. They approached Bob with their concern and he was empathetic and responsive to this dilemma. There was a curious twist to the financial predicament for, in fact, Bob's firm was among the creditors. Though the conflict of interest was obvious here, at no time did any of the participants, and Bob in particular, make any reference to what could have been a self-serving undertaking.

It was eventually proposed to have two agreements drafted. One, between Clear Horizon Films Incorporated and the Unitholders, allowed the suspension of "the operation of paragraph 4.01 of the purchase agreement insofar as such paragraph provides for the pro rata distribution to the
owners of their respective proportionate interest in the film until each owner had received one hundred (100%) percent of the purchase price of his Units."  

Again, the concern to re-imburse Investors as quickly as possible weighed heavily upon this decision and the Producers vowed to take out as little money as possible, over and above the initial $10,000. The Amending Agreement also re-assured the Unitholders that "after the payment to the Vendor (Clear Horizon Films) as provided for in paragraph two hereof the operation of paragraph 4.01 of the purchase agreement shall resume and continue unamended."  

The second agreement Bob drafted was the necessary "Resolution of Co-owners of Wild Goose Jack." This was the voting mechanism that would determine whether or not the preceding amendment could be implemented:

And whereas the co-ownership agreement provides that any resolution in writing by fifty-one (51%) percent of the votes of the co-owners shall be as effective and binding as if it passed at a meeting of co-owners duly convened.  

These agreements were issued to the Unitholders and the approval was granted. Following the first payment to the Producers of $10,000 the remainder was put into a trust.

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74 Ibid., p. 2.

into a trust account and the money was diverted to the Producers through Bob as they brought forth invoices and receipts justifying their needs.

Several weeks later, following the restoration of the Producers' good standing with their creditors, this practice ceased and Bob issued payments from the remaining trust funds to the Unitholders on a pro rata basis as the agreements stipulated. It was understood that he would engage in these payouts whenever accumulation of revenue from sales or licensing of the film warranted it. Bob also continued his activities more directly related to the company and he oversaw the agreements that the Producers undertook as the distribution network was established with other representatives.

Throughout the relationship with Bob, in spite of the Producers' moments of concern, they all were able to maintain mutual goodwill. Perhaps some of the Producers' sporadic misgivings arose from the fact that Bob could never be considered an employee, always ready to accommodate their wishes and willing to believe that everything they desired from him was vital or important. He was, instead, offering his services as a highly skilled professional, well-versed in matters of corporate law and mindful of the rules and regulations that gave corporate life its coherence.

This service that Bob provided was not given freely as they discovered when his statements of account arrived. A budget summary dated February 1, 1983 revealed that the
Producers' estimated expenditure of $4,000 for legal fees had already been exceeded by $2,500. Though not all of this money had been paid out to Bob, most of it was and more billings were due as his services continued. In a letter dated December 7, 1982 Jim confessed to Bob that "we had not really contemplated incurring such large fees and realized that we had perhaps been relying on you too heavily only upon receiving a considerably after-the-fact billing. We have greatly appreciated your patience and forbearance in this matter."76

These misgivings, nevertheless, were in hindsight and in a project such as this, with its myriad interactions, it was advisable that the Producers act prudently. Indeed, as the project evolved the Producers did become better versed in the legal implications of their work and they were better able to communicate their concerns and grasp the legal terminology that they were forced to address.

Summary

Bob was offering a service that would assist the Producers, and most of all, protect them from future legal actions that could arise as a result of their activities. The Offering Memorandum, for example, was not carefully assembled out of some concern for the moment. The Ontario

Securities Commission was not about to apprehend the Producers as they represented the film to potential investors. The Producers were primarily concerned about follow-up complaints from disgruntled investors or potential investors that could have been lodged with the Commission and then brought to Clear Horizon Films' attention. The Producers sought to gain an understanding of the regulations governing their activities so that they could operate safely within these rules.

In other matters Bob's duties decentralized the system in that he was capable of, indeed charged with, those tasks which could not be undertaken by the Producers. The application for an Advance Tax Ruling was an example of this deferred responsibility; the Producers needed Bob's position as a solicitor to garner this ruling.

The difference of opinion over the Unitholders' meeting was one occasion when the Producers did not heed their counsel's advice and took back some of the influence they had bestowed upon him. They perceived a crisis in the financial well-being of the project and they sought to remedy the situation to the best of their abilities even if it was not necessarily in keeping with the spirit of the regulation. This power had always rested with the Producers but they realized that it had to be exercised with extreme caution. Any flippant displays of this power would circumvent the protective umbrella that Bob had at his disposal. It was prudent, in fact, that the Producers
relinquish some of their freedom and adhere to Bob's advice for any brazen disregard could have had disastrous consequences.

The legal implications of disseminating a documentary film also demanded a scrupulous attention to detail. Every frame of the footage and most of the soundtrack (excluding a few sound effects) required some form of release or granting of permission. Failure to garner such consent could have resulted in lawsuits, possible fines and even forced a costly and time-consuming re-editing of the documentary. Though Bob did not directly affect the content of the film he was mindful of this need and the nature of his activities kept the Producers attuned to this as well. For example, Ercel Plant's reluctance to sign a release meant the elimination of his interview material for consideration within the film and it was partly through Bob's example that this creative decision was reached without hesitation.

The David Rain incident dramatically illustrated a situation where the Producers couldn't seek solace under the legal umbrella, even when they wanted to. It demonstrated that other issues (such as maintaining a positive working relationship) often took priority over any contractual arrangements.

When opinions or some sort of information was late in coming the Producers had very little power over Bob. A few reminders were their best options and strategies like withholding funds were not effective. Indeed, it was through
Bob's goodwill and understanding that the relationship was so efficient, for the company was almost always many months in arrears for services rendered.

**Investors**

Through their decision to incorporate the Producers made it possible to utilize the investment opportunity that the federal government had established under its broad-ranging Capital Cost Allowance:

The application of the Capital Cost Allowance to short films [a film of less that 75 minutes running time] has only been in effect since 1979. It has enabled independent filmmakers to acquire the finances needed to make films about Canadian subjects for broadcast, educational and other short film markets, films which would not otherwise have been produced.\(^{77}\)

It was through this cultural incentive program (and its concomitant tax saving plan) that Clear Horizon Films sought to introduce another significant Category of relationships into the Network— the Investors. This Category was unique to the network if for no other reason that it powered the network, giving it the fuel to carry on as it transfused most of the other Categories with the capital necessary to maintain their interest in the entire process. For this infusion each element (Investor) in the Category was granted certain rights and privileges.

In this section the genesis of investment acquisition will be discussed. Its growth will be highlighted and

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certain characteristics of the Category's elements will be brought out. Most of all, this Category will be studied for the manner in which it interacts with the Producers. In a manner of speaking the Producers have "sold their souls" to this diverse group and in return they have received the funds necessary to produce the film.

The Capital Cost Allowance had opened the door to locate potential Unitholders but it was a very narrow portal and its corridors strictly guided the Producers' access to investors. As the previous section dealing with Bob Clark indicated, the Producers took a narrow interpretation of the regulations initially and tried to garner investment through their immediate families and well-known friends and associates of their families. Though the process took much longer than expected and resulted in amending the Closing Date twice they were eventually able to stay within this coterie for the most part. Of the 36 Unitholders (of the 48 Units) they eventually secured, 10 fell within the close relations Category. Most of the remaining 26 were well-known either by the Producers or relatives of the Producers. Only one or two were significantly more removed from this group and had been referred by friends who knew of this project.

Each of these Investors had been approached by one of the Producers in Clear Horizon Films and they had been informally asked about their interest in the project and their willingness to become involved. For those who
responded positively, the individual Producer formally approached them through an Offering Memorandum. This lengthy document was based on others which were on file with the Ontario Securities Commission. It contained what the Producers and their legal advisers believed to be important information necessary for weighing the viability of this investment vehicle.

The relevant background material contained: statements of the Producers' perception of the Canadian film industry; information on the company and its directors; a brief Treatment/Outline of the film; some production information (a brief production schedule and a list of noteworthy participants); a breakdown of the film's budget; an encapsulation of the marketing potential of the film and its perceived revenues; and investment information (which described the Capital Cost Allowance, its role regarding income tax, and the obligatory statement of risk in any venture such as this).

As Appendices the package also included: a table which described the effect of a purchase of a Unit on income taxes payable (for various ranges of taxable income); a letter of support from Manly Miner: the Preliminary Letter of Opinion from the Secretary of State; a Purchase Agreement; a Co-Ownership Agreement; A Synopsis of Jack Miner's Life; and, after the Producers applied for it and received it, the Advance Tax Ruling from Revenue Canada. Their intention was to inform each Investor in the fairest manner possible but,
of course, they meant to portray the film in the best way they could.

This Category was unlike the others in that it was created totally through the initiatives of Clear Horizon Films' three directors. They knew where to locate lawyers, cameramen and the like but it took a great deal more effort to search out the necessary pool of Investors. Upon locating any possible Investors they were also faced with the fact that, for this part of Canada, film investment was a novel venture. This could be interpreted as a curse as well as a blessing. On the positive side they were not likely to face a disgruntled group of previous film Investors, those who may have had some misfortune with other ventures such as this. Instead, film investment might be perceived by these neophytes as challenging and exciting if not glamorous, for no doubt film investment had a certain aura to it and the well-publicized successes of Hollywood movies might have swayed some Investors. Though it may have been enticing, the Producers never presented the project in such a way. With regards to possible revenues the Offering Memorandum stated:

A conservative estimate of the gross sales potential of the film could be in the neighbourhood of $200,000.00. If the film is appealing as we believe it will be, revenues could reach $500,000.00 and beyond. The film market is a highly speculative one, but given the strength of the appeal of the Jack Miner story, we feel the film should be very attractive to its target markets.\footnote{Ibid., p. 23.}
On the down side the Producers were proposing an investment opportunity which was unique to the area, and consequently was unfamiliar to most of these potential Investors. Since this was such an untapped resource they were obliged to keep the cost per Unit low ($2,000.00) in order to attract as many Investors as they could. Naturally, this affected the size of the budget, especially with the number of Units that the regulations allowed them to sell. Those parties who were particularly cautious in assembling their investment portfolio might not have considered it wise to gamble their funds on a speculative venture with a company that had just been incorporated and could not document any previous record of success. Furthermore, as specified by the Securities Commission and the Capital Cost Allowance program, the Producers explicitly stated that:

The purchase of Units in the Film would be a purely speculative investment; there is no assurance or guarantee, to be expressed or implied, of the revenue from the film, nor a recoupment of the Investor of all or part of their cost of a film Unit.\(^\text{79}\)

Eventually all but one of the 48 Units were purchased. The remaining one was acquired by Jim Linton in lieu of payment for services rendered on the project. One can only speculate why these individuals decided to get involved. Certainly many knew, liked and trusted the Producers well enough to invest. Others might have thought well of Jack

\(^{79}\) Ibid., p. 29.
Miner and believed that his story would make an interesting and profitable film. Of course, family members were a different matter and their reasons were more self-evident.

However, due to the policy established by the Federal Government and regulated by the Ontario Securities Commission, these emotional reasons were strengthened by pragmatic considerations. On a fundamental level, the Producers were offering potential Investors the opportunity to purchase a Unit in the film at a significantly reduced rate. For example, with the Principal Photography completed by December 31, 1981 and the film certified on or before December 31, 1982, Investors earning $30,000 taxable income would purchase a Unit for $2,000 and receive a reduction in income taxes of $920, thereby making the cost of a Unit only $1,080. Even a moderately successful film returning 50% of the investment would at least see a return equal to the total cost of a Unit. The incentive would help take out much of the financial sting that such investment could produce. Of course any income generated by the film and paid to the Investors would be subject to tax.

Investors received more in return than just the income tax consideration. Due to the nature of their involvement in the project they were also deemed to be the owners of the film. This was the price Clear Horizon Films was forced to pay and how its soul, in effect, was sold. In the Offering Memorandum, potential Investors were advised that: "Each
Unit shall represent a proportionate share of the undivided ownership interest in and to the Film and all components thereof, including without limitation the master negative, copyright and all exploitational rights of the film.\textsuperscript{80}

Furthermore, the Offering Memorandum itself explicitly described the statutory remedies available to each Investor under the Securities Act (Ontario). Investors had the right to seek "recission or damages" with respect to the offering (within 90 days of investing) if the memorandum:

(a) contains an untrue statement or material fact, or

(b) omits to state any material fact necessary in order to make any statement contained herein not misleading in light of the circumstances in which it was made.

The said right of action shall form part of the Purchase Agreement. Units subject to action for recission by Investors will be acquired by the Company.\textsuperscript{81}

The agreement which specified the relationship between the Producers, Clear Horizon Films, and the Unitholders, or Investors, was called the Purchase Agreement. Contained within this document was the formal declaration of a number of facts related to the production, e.g. "Whereas the Vendor [Clear Horizon Films] is currently in pre-production of a film with the working title "Wild Goose Jack" (hereinafter

\textsuperscript{80} Ibid., p. 25.

\textsuperscript{81} Ibid., p. 31.
called the "Film"."

Another article in the agreement specified certain assurances that the Vendor, Clear Horizon Films, could pledge to the purchasers. Among them was the issue that had been a point of contention with David Rain's hiring—"The Vendor is the sole and exclusive owner of a script upon which the Film is based." This pledge had necessitated a buy-out of his rights to the script. The agreement also stipulated the nature of the purchase—"an undivided interest in the Film and all components thereof and in the copyright thereto and all rights arising therefrom in the Vendor upon the terms and conditions herein contained (such particular undivided interest of the Purchaser in the Film herein called the "Proportionate Interest")."

Under the terms of the agreement, the Vendor was established as the Purchaser's "sole and exclusive agent to enter into distribution agreements, sub-distribution agreements and all forms of licensing agreements for theatrical exhibition, non-theatrical exhibition, broadcasting and subsidiary rights throughout the world and the Vendor hereby accepts such appointments."

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83 Ibid., p. 2.

84 Ibid., p. 5.

85 Ibid., p. 7.
The actual creative control of the production was the domain of Clear Horizon Films, since it was the authorized party granted rights to the story by the Jack Miner Migratory Bird Foundation. Other than any statutory remedies granted the Purchasers due to some misrepresentation by Clear Horizon Films, the relationship between the Producers and the Investors would be fairly distanced. Again, however, as a goodwill gesture (or a familial one) some Investors were given work-in-progress screenings. Not only did it pique their interest, but it also helped determine the success of the project as it then stood (in the form of a man-in-the-street review).

The Investors were party to an undertaking which by its nature involved many people from various communities throughout Canada and even the United States (some did it for reasons other than the tax break). In order to establish the relationship of this diverse group a second agreement, called a Co-Ownership Agreement, needed to be signed. Part of its rationale was to insure that the Co-owners of the Units could maintain "a harmonious relationship in the course of their individual management of their individual investments." The agreement established each to be the owner of at least one Unit of the film and that they were not deemed to be partners: they had no power over other Co-owners. The agreement also set out the relationship between

themselves and the Escrow Agent, the firm of McTague, Clark. As for the rights of the Co-owners as a group in relation to Clear Horizon Films, Inc., the agreement stipulated:

6.03 No decisions shall be adopted by and be binding upon the Co-owners:

(c) To remove and replace the Producer and distribution agent of the Co-owners as provided in Article 5.01 of the Purchase Agreement unless removal and replacement are sanctioned by more than sixty-six and two thirds (66 2/3%) per cent of the votes at a meeting duly called for that purpose.87

The Co-owners/Purchasers, therefore, could potentially exert pressure over the distribution of the film though it would take a complete breakdown to produce such a revolt, especially when so many of the Investors were relatives and close friends. Indeed, it was in the best interest of all participants to keep matters as harmonious as possible. In another scenario the Producers could have secured financing from the Investors and virtually cast them aside. The Escrow Agent would have been the Investors' only contact. However, the Producers perceived that it would be in their best interest to keep the Investors informed. With this in mind they produced a series of newsletters which endeavoured to apprise the Investors of any significant developments. For example, the newsletter dated June 13, 1983, among other things, announced that "It is a great pleasure to report to you that on Friday, June 3, 1983, Wild Goose Jack was awarded a first place Blue Ribbon at the American Film

87 Ibid., p. 8.
Festival." Such gestures could also serve another function, for by updating the Investors when events warranted it and keeping them involved in the process, the Producers might be better able to approach them with other film investment opportunities.

As the influx of investment dollars stopped, the significance of the Investors to the process declined markedly. No longer could this group be perceived as the life-blood of the venture. In fact, their capital was quickly absorbed by the network and the Producers were forced to pursue other means in order to meet the costs of production and promotion. As the film was completed this Category assumed the character of other Categories in that it now wanted revenue flowing its way. Of course, it did not have the clout and influence of creditors but for the best interests of Clear Horizon Films it was essential that the company recoup the Investors' stake in the project. The Offering Memorandum had stipulated, aside from covering their expenses, the Producers were going to accrue their own financial reward only after the return of those funds committed by the Investors.

The spectre of mutual benefits dominated much of Clear Horizon Films' relationship with its Investors, for, after all, they sought the same goal—a financially profitable

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film. It was not at all surprising, then, that the Producers were able to garner the Unitholders' full cooperation as they set out to market the film. The Producers established a strong and reliable presence when, just a few months upon completion, Clear Horizon Films was able to announce the licensing agreement with the CRC. Subsequently, when the Producers requested a temporary cessation of the revenue sharing agreement and permission to establish their distribution network, they received the Investors' permission. Again, it represented a mutual trust and it was this trust which permeated the relationship with the Investors.

Summary

The Producer-Investor relationship within the system was, paradoxically, intimate and remote. Since they had been approached by the Producers personally and were given detailed information about the project—more than most other Categories—they were acutely aware of many facets of the production. For example, few other Categories were told of the film's budget. And, of course, the financial involvement of the Investors made the project that much more personal. Only the Producers had more at risk than they.

However, once the investment was made and the contracts were signed, sealed and delivered, the Investors receded into the background. Even those Investors related to the Producers were not privy to their activities for the most part. The Producers corresponded with the Investors
occasionally but this was often on the Producers' whim and was a one-way communication through newsletters. Other matters, like amendments to Closing Dates, did require a reciprocation from the Investors and, in fact, afforded them opportunities to demonstrate their influence if they desired. However, such shows of force would only have brought down the network and, consequently, this power was never utilized. The Producers might also meet with individual Investors socially, from time to time, but even these interactions were typically removed from the daily activities of the production.

The Investors relied deeply upon the Producers. Once they had wielded their ultimate weapon, the decision whether to invest or not and eventually put down their money, they were passive participants. Certainly they owned the negative to the film but it would take an extraordinary turn of events for them to seize control of the film's destiny from the Producers.

However, both the Producers and the Investors could only succeed if their mutual interests were given precedence. The Producers could only gain the financial rewards they expected if the Unitholders were sated. Furthermore, if the Producers ever wished to pursue more film investment in the community, it was obligatory that this "test group" be treated fairly.

While this fund-raising strategy in large part saved the film, the many long hours spent preparing the investment
package, tracking down Investors and following up these meetings by phone, drafting amendments, and merely worrying about the financial well-being of the project took away a significant portion of the Producers' time; time that they would have preferred concentrating on the film itself. The Investors also brought about the introduction of several other participants within the network. An extra accountant, Mel Leiderman, was required for the preparation of the audited statement that was a prerequisite for certification by the Canadian Film and Video Certification Office. Obviously this government agency, too, became another unwelcomed though essential part of the process as did Revenue Canada. This department had to be approached (following certification) in order to receive the Capital Cost Allowance tax deduction slips that would subsequently be sent to Investors and used when filing their income tax returns.

Again, these procedures required by the controlling government elements took a great deal of time away from the production (creation) of the film itself and, in effect, committed about one third of the Producers' time in such matters. Jim was particularly hamstrung by the demands these groups placed upon him. Had another investment scheme been feasible (such as a bank loan) such a marked increase in the accounting and governmental participants would never have occurred, nor would so much time have been diverted
from the production as the Producers endeavoured to keep the Investors informed through the newsletters.

**Distribution—Direct Cinema**

As the Producers moved to set various distributors into place, they were assembling the network in its final manifestation. Many of the earlier participants had long since departed. Those that remained were not necessarily involved or interested in the production itself. What mattered now was the potential revenue that the film could generate.

This revenue could only come via successful marketing and promotion. *Wild Goose Jack* lacked a ready-made base, a constituency, and it was up to Clear Horizon Films to establish marketing "beach heads" from which campaigns could begin. The United States with 10 times Canada's population and 10 times the marketing potential had always been a high priority. In speaking with other Canadian filmmakers, the Producers had quickly come to the understanding that the Canadian market could not sustain these Independent Productions—the market was small and scattered. It was only through international distribution that substantial profits could be accrued.

This portion of the study will examine the relationship that was established between Clear Horizon Films and its United States distributor, Direct Cinema Limited. Again, this section will detail the events leading up to the formalizing of the relationship; it will set out some of the
interactions which shaped and set the tone for the relationship and that would be lost in a macroscopic examination of the entire network.

*Wild Goose Jack* portrayed the life of a man who had deeply-rooted connections to the United States. Jack had been born in Ohio and moved to Canada when he was 13. Even then his home was situated about 30 miles from Detroit and his sanctuary attracted the interest and support of many wealthy American entrepreneurs. It was felt that Jack's story of the rugged individualist would strike a responsive chord in an American audience.

Early in January, 1983, the Producers set about to establish the film within the American non-theatrical film market. They entered the prestigious American Film Festival, sponsored by the Educational Film Library Association. Through its success at the prejudging stage the film was allowed to go on to New York and participate within the Feature-Length Documentaries Category, Nature/Wildlife Section. The festival was scheduled for June and the Producers made plans to be represented there—Mike and Jim attended.

The festival itself lasted six days and, on another level, it was a marketplace, a means by which interested distributors of educational films could view the year's best. It was during this sojourn that Jim and Mike were allowed to present the film to potential distributors. By this time the Producers had determined that distribution in
the United States was far too complex for the company to assume: the market was extremely vague; Clear Horizon Films was too distanced from it; the company had no track record as a distributor to help it; and the customs procedures were far too onerous to undertake time and again with each shipment. Nevertheless, the Producers sought to maintain as much control over distribution as possible. They had read and heard many harrowing accounts about the enormously one-sided agreements that distributors were capable of foisting onto producers and they endeavoured to avoid that pitfall.

Among the distributors Jim and Mike met at the American Film Festival was Mitchell Block of Direct Cinema, Limited. Jim, in particular, spoke quite extensively with Mitch and he expressed his belief that Mitch was genuinely interested in the film. When *Wild Goose Jack* captured the Blue Ribbon in its Category, Mitch's praise rang true.

A company meeting was held shortly after the festival to see if some decision could be reached about enlisting an American distributor. Following a lengthy discussion it was decided that the Producers approach Direct Cinema in order to ascertain the type of distribution agreement that they could expect. This company seemed to be one of the most promising agencies and its catalogue contained several impressive titles, *If You Love This Planet*, among them. They contacted Mitch and enclosed some of their marketing paraphernalia. Mitch responded shortly thereafter with a few samples of his own sales brochures and "information on
both our 80-20 Deal and our 75-25 Deal along with a copy of our management contract form."\(^{89}\)

In essence, the Producer's concern with the two Direct Cinema deals involved revenues and the optimizing of those revenues for Clear Horizon Films and its Investors. The 80-20 Deal guaranteed Direct Cinema, as the distributor, "20% of the gross income from any license [sale]"\(^{90}\) for prints. The remaining 80% would be subject to the expenses incurred in the film's sale and from that would come the Producer's share: "Under our management agreement we take 20% and you get 80%. Out of your 80% comes all direct distribution costs. Direct distribution costs include the costs of prints/videos, advertising, design, type, print, shipping, etc."\(^{91}\)

The Producers thought very seriously about undertaking this deal, subject to some modifications relating to television rights. However, the expenses that could easily be incurred from such a venture convinced them that this was not in their best interest. This deal could be the more

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profitable one but the film would need to be very successful to avoid its shortcomings. Some concern was raised about the time and effort that would be required to monitor Direct Cinema's expenses. Also, the film would be such an unknown quantity in the United States that the Producers thought it best to take a more conservative approach.

Finally, after many weeks of negotiating—compounded by the distance between the two parties—Clear Horizon Films Inc., (the Supplier) and Direct Cinema Limited (the Distributor) entered into a distribution agreement. Due to their concern for the financial well-being of the project the Producers asked Bob Clark to draft an agreement based somewhat upon one of Direct Cinema's contracts. The document resembled the 75-25 Deal. Under Schedule "A" 1.6, Costs, it was specified that "All costs of distribution are to be borne by the Distributor." Among those items to be included were: prints, cans and reels, all printing costs, and all advertising and promotion costs.

The royalty fee was set at 25% on the first 200 prints licensed (sold) and 30% on any additional copies. A schedule of rates for rentals was set out as well. As the Producers had requested, the agreement limited the Distributor's market to the United States and while it granted exclusive 16mm film and video sales and rentals it did not

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allow for the exclusive marketing of the film to "Supplier television, cable television and pay television broadcast." Clear Horizon Films was still attempting to secure this market.

Upon further consultation and negotiation an Amending Agreement was drawn up and signed by the two parties. In the revised accord the Royalty to Supplier section was altered. The sale and license royalties on prints were increased for specific numbers of copies sold. Also a video tape sales/royalties section was included.

**Summary**

Given the limited financial resources and their lack of expertise in the field the Producers had to rely upon distributors to represent the film in the distant markets. However, this scenario could only take place if the distributors liked the film and thought it had sales potential for their type of market. Consequently, it was this elite group, the distributors, which the Producers had to please, just as it had been with the film's sole Exhibitor to date, the CBC. Fortunately, the quality of the production attracted a number of distributors and the Producers found themselves in the enviable position of selecting from a few interested parties for each of the international and national markets they sought to infiltrate. From this stage it became a judgment call as

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93 Ibid.
the Producers tried to determine which distributor would best serve their needs in each market. Mitch Block's interest and enthusiasm for the project eventually won over the Producers as the representative for the U.S. market but, again, this relationship was established only because he, as a distributor, liked the film and believed that it had some revenue potential.

Although Direct Cinema became legally bound to Clear Horizon Films the relationship very much resembled that between Clear Horizon Films and its Unitholders. Both relationships involved an implied trust which exceeded any legal constraints. But it was also stipulated contractually that those parties representing the film in distribution were acting in the best interests of all concerned. Nevertheless it would be inherently difficult for the Producers to monitor Direct Cinema's activities. Certainly it was in the best interests of any and all distributors to accrue as much revenue from sales, licenses and rentals as it could. Unlike the Clear Horizon Films-Unitholders relationship the Direct Cinema-Clear Horizon Films understanding was not as deeply rooted. The ties here were far more business-like than the other; certainly the Producers were not related to Mitch Block. Also, *Wild Goose Jack* was now being represented by a company that distributed many films and was bound, legally and financially, to represent the interests of many other clients. *Wild Goose Jack* was Clear Horizon Films' sole product for distribution, and as such, was being
attended to in this company's segment of the market as no other distribution company would or could.

The mere fact that Direct Cinema was based in Los Angeles made it virtually impossible to monitor its activities. If the Producers ever wanted to examine Direct Cinema's books, for example, they would have to travel out to the west coast to do so. However, Mitch Block's enthusiasm for the film never waned and the producers believed that he would serve their interests to the best of his company's abilities. Mitch had sent copies of an ad, for the film he had produced even prior to the signing of the Distribution Agreement. Regardless of any concerns or misgivings, the Producers were not locked into this agreement and they could opt out of it as early as November, 1986.

Concluding Remarks

In this chapter the Summary Model from Chapter Three has been dissected and a few key relationships have been isolated and placed "under the microscope." It has been shown that the network is sustained by relationships that fluctuate as events warrant it. The Producers, the focal point in the process may have the freedom to introduce certain Categories into the network but these four examples suggest that, in their case, such Categories must be included: they are vital for the network to sustain itself. Certain specific elements within these Categories may or may not be used, but other elements would have to be put in their place—legal advice is necessary from some competent
solicitor if not specifically Bob Clark. Other Categories
give the project its raison d'être. Surely without the
Miner brothers and a bit of kismet this network would have
had no basis on which to exist. Similarly, without the
Investors Category, the momentum which had been established
due to the incorporation and the Exclusive Rights Agreement
would not have sustained itself. Like the old plate juggler
on the Ed Sullivan Show the Producers spent much of their
time scurrying from Category to Category, getting what in-
formation, raw materials or services they needed while
attempting to reciprocate the desires of the others; whether
it be money or some manner of goodwill.

Though each of these four Categories contributed in
different ways to the process they all shared some
interesting characteristics. Each of them entered the
network voluntarily; they could not be coerced to do so. On
the contrary, the Producers were obligated to offer these
groups certain inducements in order to garner their co-
operation and participation: the Miners would receive a
copy of the completed film (and a possible increase in
publicity about their father and the sanctuary); the
Investors and Bob Clark were to receive some financial
rewards (though the Investor's portion was more uncertain);
and Mitchell Block was given the right to accrue revenues
from marketing the film.

As "volunteers" these groups also exhibited no desire
to usurp control of the project from the Producers; however,
they did expect the Producers to act in ways that would serve their interests and make their contributions significant and meaningful. Manly had raised objections when the Producers exceeded their bounds while researching the story. Bob would have been rendered useless, thus leaving the Producers vulnerable to legal assaults had not his valued input been heeded in most if not all instances. The Investors could have brought severe hardship upon the Producers had the procedures for certification not be adhered to or the project been misrepresented. Finally, Mitch Block's participation as a distributor might not have been realized if the Producers had neglected to include some content that was of interest to the U.S. market. In each of these cases the Producers were forced to restrict their behaviour so as to not conflict with the interests of these other participants. It was in this way that these Categories were able to fetter the freedom of the Producers and also shape the entire process to some extent.

In the chapter that follows some of the observations brought forth in this as well as the previous chapter will be considered in light of the issues and hypotheses that were raised as the study was introduced.
Conclusion

Review of Objectives and Hypotheses

This study was prompted by a failure on the part of communication studies theorists to represent adequately the experiences of an Independent Producer of a non-theoretical documentary film with respect to the production and dissemination of media content. These misgivings about their perception of the communication process was manifested most noticeably in the construction and utilization of communication models. It was argued that two major assumptions were allowed to influence the design of these models: (1) The content has been successfully produced; and (2) it was now being distributed and exhibited before an audience. Even these obviously fundamental assumptions could not be glossed over or ignored were one to examine this Independent Producer as a communicator and depict such an activity in the form of a model. Only then would the utilization of a model fulfill the potential ascribed by their proponents: to organize and provide images of wholes; to simplify and explain, and to offer predictive capabilities.

At the heart of this issue was the notion of communication as a process. Jowett and Linton began to address this concept in Movies as Mass Communication but
fell short of revealing the dynamism of movie-making in their model of the process. The actual creation of the movie content, in particular, and the role of those individuals and organizations who would have participated in shaping the content were not revealed nor was the active nature of the rest of the process brought forth as the completed movies proceeded through the distribution and exhibition stages.

It was hypothesized that due to the nature of an Independent Production of a non-theatrical documentary film an interactive network of participants would have to be established. Given the many sub-stages within the production itself and the distribution and exhibition stages that would follow, this network would be a dynamic one as it accepted the influx of essential participants who fulfilled their necessary tasks with some subsequently departing from the venture. As a result these network members inherently would constrain the freedom of the Independent Producers in their attempt to maintain control and successfully complete the project.

It was further posited that this network would be permeated by the business concerns of the process as it overshadowed the entire venture, even to the extent of influencing some of the creative decisions. The need to

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94 "Business" encompasses the legal, financial, organizational and procedural aspects connected to, or flowing from the project that do not directly involve aesthetic or informational choices related to the form and content of the film.
establish a sound financial footing would be paramount to the lifeblood of the operation and particularly could affect the activities of the Independent Producer. As a result of this fundamental concern for securing sufficient financial backing, the availability of government inducements could be beneficial, but such incentives would produce a concomitant increase in the administrative duties and responsibilities of the Producer.

Also the network that was established would belie the perception of an Independent Producer as a mass communicator. The network in particular would consist of a series of interpersonal relationships, and even the primary audience for the Independent Producer would consist of a readily identifiable collection of individuals who were part of this production/distribution/exhibition network not of a vague, unidentifiable mass audience.

Conclusions

The framework provided by the chronological narration of the events and participants that affected the production, distribution and exhibition of *Wild Goose Jack* allowed for a series of model "snapshots" to be constructed. The network's members were able to be identified and grouped into general Categories of interaction. These overviews of the process provided the opportunity to demonstrate the dynamic nature of the process as some Categories entered the network, fulfilled their obligations and departed. Other Categories remained within the network once they were
introduced but their activity rate varied according to need.

This application revealed more of the dynamism and the interactive nature of the process than any single model could depict. While the Summary Model identified more of the participants within the process than the Jowett-Linton Model, for example, it too neglected the temporal nature of such an undertaking. At no point in time would one ever find all of the Categories together within the network, as this model suggests. Many of the participants (Production Personnel, for example) were no longer contributing to the process by the time the distribution members were introduced. Once again the broad applications that single models inherently employ lose sight of the dynamism of the process.

The models have also revealed the consistent importance of the Legal Category and those Categories that interact with this member. Other Categories, in contrast, have a fleeting importance to the network or are introduced much later as the venture moves forth. The business of filmmaking, the concern of this collection of Categories surrounding and including the Legal one, pre-dates the production stage and even allows the project to proceed through the provision of financial resources contributed by the Investor Category. This small collective also remains after the production has been completed.

These business matters become even more important as the distribution phase gains prominence. Indeed the existence and viability of the network from this point on is
tied to the ability of the various distributors to acquire revenue from sales, rentals or licensing agreements.

Some business interests even affected the content of the film. The importance of locating the Henry Ford footage was prompted by a concern for the potential of the film within the highly lucrative U.S. market. By incorporating a scene highlighting Ford's contribution, and presenting him visually, it was believed that the sales potential in this important market would increase.

The length of the film was also fostered by a concern about its potential for television markets. Initially the utilization of the Capital Cost Allowance for short films had restricted the film to a maximum length of 75 minutes. The needs of television broadcasters would further demand a film under 60 minutes. The production was eventually pared down to 57 minutes and in the CBC telecast one scene was removed altogether to meet the 54-minute length that the broadcast would allow, given the insertion of commercials and announcements within the broadcast hour.

The Capital Cost Allowance, a major business-related matter, brought about a significant rise in the number of network participants. This strategy to attract investment produced a domino effect within the process. Besides introducing the necessary legal counsel and accountant (something one might expect for most ventures) this program also necessitated the acquiring of one more accounting firm (for auditing the film's books) as well as the participation of
several government agencies: the Ontario Ministry of Consumer and Commercial Relations; the Canadian Film (and Video) Certification Office; and Revenue Canada. All of these unwanted but required additions produced a marked increase in the administrative duties of the Producers. Bob Clark's role as the company's legal counsel also gained greater importance due to the stringent requirements of these regulating bodies and the subsequent concern on the part of these Producers to heed their regulations.

The study has revealed the complex network of participants that had to be established for the realization of the project. The Producers were obviously central to the development of the project but the models proved incapable of portraying the constraints that certain network members were capable of exerting upon these key figures. This resulted in an additional, microscopic examination of specific Categories within the network. The David Rain incident as well as the Manly Miner/Josie Miner dilemma proved to be two specific examples when such constraints existed. In each case the Producers believed they had the force of law to influence the reluctant contributors, but on both occasions they were compelled to ignore their legal prerogative and accede to the demands of others.

These incidents also underscored the importance of the interpersonal nature of the network the Producers had established. Indeed, a litany of these relationships was related. Even the introduction of the NFB and the CBC
necessitated several meetings with representatives of these organizations. Only by persuading such individuals could the resources or support they represent be secured and implemented within the process.

This interpersonal network assembled by the Producers also usurped the importance of a mass audience for the success of the project. The most important audience for the film was found to be very easily identified and was not the obscure entity one might suspect. This pivotal coterie proved to be comprised mostly of production personnel, the distributors, John Spotton at the NFB and the prime exhibitor, Roman Melnyk and his staff at the CBC. The models revealed that the Independent Producers were isolated from the larger audience: neither capable of perceiving that group's concerns or desires nor gaining much of their response to the film upon viewing it. The few limited premieres arranged by the Producers would be their best opportunity for assessing the film's impact before a larger group. However these screenings were significantly less important than one might assume because the elite audience of distributors and exhibitors was the group that would ultimately decide the fate of the production. Without their support the process never could have gone forward into the distribution/exhibition stage.

The relationship of the Producers to an identifiable audience is reminiscent of Gans' notion of the feedback that occurs in movie production "which exists within the creative
process itself, and literally permits the audience to follow the creators into the studio. Fundamental to this inner-working is the concept of audience image: the "somebody" for which "something" is created. Gans argues that the creators (Producers in this case) bring such an image to the process and it is this envisioned audience which can dictate certain creative decisions.

However, along with this "pristine" image of an audience lies the attitudes and opinions of other participants within the process. Gans notes that these "reference groups" may have viewpoints which clash or conflict with the creator's audience image and, thereby, due to their importance to the process, can result in a usurping of the needs of this imagined audience or even an altering of its image. The other Production Personnel, for example, would bring along their own perceptions of the audience to the process which might result in some alteration of the content as the Producers had initially conceived it.

The distributors and exhibitors might not have as much direct influence upon the content but, again, some sense of what they would prefer or need (for their audience image) must play a role in the Producers' thinking. Given the importance of such participants to the Independent

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96 Ibid., p. 317.
Production, the notion of responding to an audience image must include anticipating the requirements that these agents or buyers would have for the film.

The degree of isolation in which these Producers found themselves and the number of constraints that were exercised by others still cannot detract away from the central role played by the Independent Producers. As the co-ordinators and the driving force in the production, the Producers had to recognize that a fettering of their freedom was inevitable and they could only counteract this tendency by becoming well-versed in the many other activities that surrounded this venture. The Independent Producers were best served by becoming generalists and in doing so develop an ability to "speak the language" of the specialists who were required. Also, the desire to focus primarily upon the creative side of filmmaking could have been potentially disastrous given the legal and financial pitfalls that awaited.

Such an ability to acquire a general knowledge not only would help to communicate better with these specialists and obtain the correct information or essential services in a much more efficient manner, but it also would allow the Producers to assume a little more control over these aspects of the process. With legal matters, for instance, the ability to grasp the language and concepts involved would have reduced Bob Clark's tasks (hence importance) and consequently begun to lower the project's legal fees.
Subsequent projects would certainly receive more of this benefit as similar legal issues arise.

The highly involved role taken by these Independent Producers contrasts to Hollywood's perception of the Producer's function: "In most cases it is the Producer who stands at the intersection of money and creativity."97 The Independent Producers in this venture endeavoured to maintain a much more active profile—one of them acted as the director and the other two also participated in the creation of the film. The threesome also played a major role in overseeing the business interests of the project. The concentration of manpower (influenced partly by the size of budget and partly by the interests of the Producers) and the nature of their responsibilities to other members of the network (the Miners and the Investors) necessitated this diversity.

The study also revealed that the marketing of the film should have captured the attention of the Producers sooner than it did. The models that examined the process demonstrated a shortfall in this vital activity. The Jowett-Linton Model, in contrast, revealed the marketing of movies to be a separate, identifiable enterprise. Though their model might imply that the marketing phase would commence after the production phase has ended, the publicity campaigns waged throughout the course of production suggest

otherwise (as Jowett-Linton, in fact, point out in the promotion of *The Deep*).\(^98\)

This study of the production of *Wild Goose Jack* portrayed a more modest and indefinite strategy. The early presentations to the CBC and the NFB constituted the most significant marketing probes prior to the film's completion. The press coverage highlighting the signing of the Exclusive Rights Agreement garnered the requisite publicity but more time might have been spent publicizing the work in progress (e.g., announcing Don Franck's participation or Tom Borshuk's contribution). Such campaigns are the stock in trade of movie productions and perhaps a similar undertaking could have been attempted with little or no added expense save for the creation and distribution of news releases.

More significantly, however, was the lack of emphasis placed on the search for competent distributors, or gaining an appreciation for the complex PBS television network, for example, prior to completing the film. Perhaps potential roadblocks or dead ends could have been sorted out and subsequently avoided when marketing commenced in earnest. These early probes might have aided the identification of prospective distributors, exhibitors and markets when the completed film could be brought before these groups. There was an obvious decline in the project's momentum in the transition from production to marketing and

these early marketing sorties might have eased the transition and brought the requisite distributors into the process far sooner than they were. Certainly the promotional material of these important contributors might then have been prepared and disseminated much sooner. Of course the Capital Cost Allowance regulations precluded pre-sales or distribution agreements prior to the completion of the film (to maintain the element of necessary risk) and invariably affected the significance of an early marketing strategy. Nevertheless, some early strides could have been made in this direction.

Although the implementation of the Capital Cost Allowance did prove to be fairly constrictive and necessitated the introduction of several government-related elements (adding to the network's complexity and the Producer's responsibilities), it must be emphasized that this inducement fomented the Independent Production. Indeed, Edmunds and Strick's 1976 study of the Independent Production Industry in Canada did not discover much evidence of the presence of Independent Producers as defined within this study, labeling them "on the endangered list if not virtually extinct."\textsuperscript{99} Certainly the type of co-productions or sponsored films that Edmunds and Strick discovered to be the domain of the Independents would have favoured

established Producers closely tied to the media industries. As neophyte Producers, unknown and far removed from the media capital of Toronto, such co-operative ventures would probably not have been available and only programs such as the Capital Cost Allowance allowed their entry into the film production business.

While the film might eventually have been produced by some other means, there was no evidence to suggest that an alternative financing arrangement was inevitable. Consequently the production might have been realized several years later when conditions were not as ideal, if at all.\textsuperscript{100}

Again, these observations and conclusions have come about through the utilization of a case study and such narrowly-focused examinations often lack the ability to shift to broader or more generalized applications. Nevertheless some wider-ranging conclusions can be drawn from this study, for the production under scrutiny possesses some characteristics which are fundamental to other forms of mass communication.

The study has identified the acknowledged stages of the communication process that parallel other media types (such as theatrical movies). There has been a production stage followed by some form of dissemination (the distribution and exhibition stages). Also, within the production stage, its

\textsuperscript{100} The sanctuary underwent a drastic clean-up program that resulted in a thinning of its trees and shrubs which in turn lessened, for a time, the visual impact of the grounds. Manly Miner also passed away in the fall of 1985 at the age of 88.
three basic sub-stages have been revealed: (1) pre-production—the genesis of the project (both in conceptualizing creatively and financially); (2) production—the recording of the media content; and (3) post-production—the assembling and fine-tuning of the program's final form. It was only following the completion of these sub-stages that the program was ready to be disseminated in some manner.

From this generic overview one can recognize that many of the conclusions derived from this study have a greater applicability. First of all, the production and dissemination of media content is a collaborative and labour-intensive activity that inevitably reduces the influence of the co-ordinator of the project, the producer for example. At the genesis of any project, though novel ideas and imaginative scripts are invaluable, the costs of media production require adequate financial support and only then can the process go forth through the necessary stages.

Similarly, for a product to be successful financially (this must be a concern to some degree) business considerations must in some instances supercede creative ones. Finally, given the nature of the process, the creator of the content is invariably isolated from his ultimate audience and involved in interpersonal communication before any prospect for mass communication can arise. The function of government agencies within the process is less predictable for their participation would be affected by the
strategies (the investment one in particular) employed by the producer.

Limitations and Remedies

This study employed a series of models to reveal the process of non-theatrical film production and its dissemination. Although the research was able to portray the changing shape of the process, the growth of the network and a sense of the shift in activity rates for some of the network's members, little could be discovered about the relative importance of the various CATEGORIES nor was any information garnered about the nature of these interactions. The Models seemed to imply a smooth-running operation with the Producers at the heart of the network dictating their needs to obliging members.

The desire to indicate the give and take nature of the process precluded the use of arrows that models typically utilize for indicating the sense of flow within the process (from production to distribution to exhibition that the Jowett-Linton Model portrays, for example). Instead it was through the transitions from one model to the next, with the subsequent change in the network's structure, that this allusion to the movement of the film through these stages was revealed. Without a careful examination of the models and their changing structure this fundamental concept might have been overlooked.

Such limitations and shortcomings can be traced to the restrictive nature of the two-dimensional page. In fact
several pages of diagrams must be used to highlight the entire process. The subsequent need to flip back and forth between diagrams to gain a sense of the process invariably limits the dynamic nature that one is trying to reveal. Also the activity rate in any Category or its degree of change has been alluded to but it could be better illustrated by a more vibrant means of representation. The interactions between and among Categories invites a representation of the movement of ideas, opinions or information which can't be readily portrayed using a still image.

The key to resolving many of these flaws would involve freeing model-building from the tyranny of the page and adopting it to a more flexible medium. Specifically the application of computer animation techniques would help to redress these shortcomings. Such utilization of this burgeoning technology would allow for the presentation of the growth and dynamic nature of the process in a single diagramatic representation. The changing shape of the network would literally be able to spring forth from the screen. Also the activity rates of the many Categories of participants could be more precisely and dramatically indicated, and even the interactive nuances of the process could be suggested. Variations in activity rates for a Category could be suggested by alternations in the size or even the colour of its graphic representation. Also a relatively conflict-free interaction could be illustrated using some sort of an efficient "two-lane highway" while a strained
relationship might then be represented by a restriction in "traffic" (information flow) in one or both of the "lanes" which would then resume more vigorous and efficient activities when changes in the relationship warranted it.

By taking more snapshots of the process further revelations about its characteristics may be forthcoming. For example, the transition from one group of production personnel (film crews) to another (editors) could be represented and thereby depict the great fluctuations of roles and activity rates that occur within this Category. An increasing number of snapshots highlighting the many changes that can occur within the network would increase the animating capabilities of the medium, just as increasing the number of cells and decreasing the amount of change from one cell to the next allows for a more fluid representation of motion in an animated film.

The three-dimensional illusion of the computer's monitor would also allow for greater flexibility in model construction. An Independent Producer, for example, might more readily be shown to be surrounded and embedded in the process. Depending of course upon the sophistication of the computer program (on which all of these suggestions would also depend), such models could be dissected and analysed more specifically. For example, the influx of investment capital could be portrayed as it relates to the Producers first of all and then as it affects and allows the introduction of other Categories within the model. Beyond the first
two capabilities of model use that Deutsch espoused and this study focused upon (i.e., organizing and simplifying for explaining), the third one, the heuristic function, could be more readily applied. Different scenarios could be presented based on a variety of conditions or assumptions and the affect of these scenarios upon a network could be tested against the predictive capabilities of that network's model representation.

It is through the utilization of such new technologies that energy could be pumped into the representation of a process that is inherently dynamic and fluctuating. Future applications could free the computer-animated models from the tyranny of the television monitor and make holographic representations possible. Certainly all of these applications, including the primitive one presented here, would invariably increase the potential of model utilization allowing for processes to be revealed, hence better understood. This approach could be applied to a variety of specific case studies, but it would also seem to be appropriate for the more generalized models of communication. Such applications would lead to the introduction of a temporal component (and the changes that time brings to anything), a factor which has been addressed in this examination but only hinted at in the models described in the introduction to this study.

Though some shortcomings have been noted, one should not disregard the value of these traditional communication
models. Certainly they do provide overviews of the communication process and they organize and offer images of an activity which is ephemeral. They also offer some modest predictive capabilities (e.g., if a distributor/gatekeeper/channel doesn't select a message it won't be presented to an audience).

However their most important function may be that as a point of departure for examining communication. In order to understand what the models represent further discussion must accompany them, particularly when a more generalized model is utilized to highlight the activities of a specific type of communication. For example, from a model's identification of the sender/creator of the message those factors which work with and influence this component could be identified and discussed. An examination of the other parts of the model could follow. Such additional identification and elaboration would underscore the stages within the communication process, hence reveal the dynamism and the temporal nature of the undertaking.

Future Research

Certainly case studies such as this are applicable to other forms of film production. The employment of model snapshots may provide other opportunities to examine this manner of communication in its many forms—from other Independent Productions (like co-productions and sponsored projects) to in-house CBC or NFB productions and finally theatrical entertainment movies. Such studies could also
examine the production processes of other cultures, and it would seem useful for examining other forms of media as well.

Since the completion of *Wild Goose Jack*, the regulations governing the Capital Cost Allowance have been changed. No longer could Investors write-off 100% of their investment in a single year but would have to spread the percentage over several years. This tax break is traditionally susceptible to the whims of the government of the day.

On June 18, 1987 Finance Minister Michael Wilson announced in his White Paper on Tax Reform that the Capital Cost Allowance as it applied to film investment would be reduced from the 100% write-off to 30% over two years on the declining balance. A news release from the Directors Guild of Canada warned that the "proposed new measures dealing with film and television investment will wipe out our industry overnight."101 Though a softening of this proposal (dealing with the production of television series) was subsequently announced in August following pressure from the industry, the 30% write-off is still to be enacted and will affect productions that have not completed principal photography by July 1, 1988.

It would be worthwhile to examine how these policy changes have affected (or will affect) other

productions and their Producers utilizing this incentive. Given the changes that have occurred since the Edmunds and Strick study it would seem appropriate to undertake another "census" of the Independent Production Industry in Canada to see whether there has been a regeneration of this almost extinct species of Independent Producer and, if so, whether it will continue to flourish.

Also, it would seem important to carry out more longitudinal studies, focusing upon the vigour of the distribution network that Independent Producers would establish for their projects and determining the success of such a network over time. This fundamental stage determines the future of not only the specific project under scrutiny but also will in all likelihood affect the possibility of other projects being developed by the Independent Producer. In an era when the institutional cultural industries are being emasculated by government funding reductions it would seem more important than ever to examine the potential that Independent Producers have for filling this void.
APPENDIX

Mike Murphy... has been working as a freelance photographer and filmmaker for the past eight years. His assignments for the CBC, the University and other clients have taken him from Baffin Island to Europe and various locations in Ontario and Michigan. Michael has worked in a variety of visual communication applications including photo-journalism, advertising, commercials, documentary and experimental films, broadcast television, and his own personal photography. He has been employed at the University as a Cinematography and instructor of filmmaking and photography for the past five years. An award winning cinematography, Mike will be directing, filming and editing the documentary on Jack Miner.

James M. Linton received an Honours B.A. in Political Science from York in 1969 and an M.A. in Communications from Pennsylvania in 1972. An associate professor of communication studies, Jim has taught courses in 16mm film production and the documentary film at the University of Windsor since 1972. He has co-authored Movies as Mass Communication (Sage, 1980), written numerous articles on various facets of film and communications (including "Robert Flaherty's Unrealized Film on Jack Miner"), and undertaken research projects sponsored by the Ontario Royal Commission on Violence in the Communications Industry, the Social Science and Humanities Research Council of Canada and the
Federal Department of Communications. **Professor**, a film which he co-produced was screened at the Flaherty International Film Seminar in 1971, and at the Society for Cinema Studies Conference and Stratford International Film Festival in 1972. Jim is... acting as executive producer and principal scriptwriter on **Wild Goose Jack**.

Calvin Moore is currently a graduate student of Communication Studies, having graduate in 1976 with an Honours B.A. in Communication Studies and in 1974 with an Honours B.A. in English. Cal has been a teaching assistant for filmmaking courses in Communication Studies during his graduate work. In 1977, Cal produced many video-tape programs for Essex Cable TV including one on the sanctuary and the unveiling of the Jack Miner Statue. In 1978, he produced a tape on Jasper Miner and his bird banding operation... Cal is the principal researcher for the Jack Miner film. He will also be involved in the location filming and the editing of the film.\(^1\)

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Bibliography


"Strong Pressures Put on Torries to Revise Tax Measures."


Vita Auctoris

Calvin William Moore was born in Sarnia, Ontario in October of 1951.

Cal graduated with an Honours Bachelor of Arts Degree in English in 1974 and carried on to receive an Honours Bachelor of Arts Degree in Communication Studies in 1976.

While attempting to complete a Graduate Degree in Communication Studies Cal became involved in the production of Wild Goose Jack. He subsequently participated in the production of the non-theatrical documentary film Scouts!, the life and work of Lord Baden-Powell and the rise of the world Scouting movement. In the midst of both projects he co-authored The Story of Wild Goose Jack, published by CBC Enterprises.

In 1982 Cal became a staff member within the Department of Communication Studies. He hopes to expand his role as a film educator and continue his participation in film and television production.