



GUSTAVE CAILLEBOTTE
IRIS BLEUS, JARDIN
DU PETIT GENNEVILLIERS

FINE
ART
AUCTION
HOUSE

Heffel

SALE WEDNESDAY, NOVEMBER 23, 2016 · 4:30 PM* · TORONTO

GUSTAVE CAILLEBOTTE

IRIS BLEUS, JARDIN DU
PETIT GENNEVILLIERS

AUCTION

Wednesday, November 23, 2016

4:30 PM Post-War & Contemporary Art,
*followed by Gustave Caillebotte: *Iris bleus*,
jardin du Petit Gennevilliers

7 PM Fine Canadian Art, followed by
The Peter & Joanne Brown Collection

Design Exchange

The Historic Trading Floor (2nd floor)

234 Bay Street, Toronto

Located within TD Centre

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Saturday, October 29 through

Tuesday, November 1, 11 am to 6 pm

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1840 Rue Sherbrooke Ouest

Thursday, November 10 through

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Design Exchange, Toronto

The Exhibition Hall (3rd floor), 234 Bay Street

Located within TD Centre

Saturday, November 19 through

Tuesday, November 22, 10 am to 6 pm

Wednesday, November 23, 10 am to noon

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PREVIEW AND AUCTION LOCATION



Auction and Preview Location

DESIGN EXCHANGE 

Preview: The Exhibition Hall (3rd floor)

Auction: The Historic Trading Floor (2nd floor)

234 Bay Street, Toronto
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The Buyer and the Consignor are hereby advised to read fully the *Terms and Conditions of Business* and *Catalogue Terms*, which set out and establish the rights and obligations of the Auction House, the Buyer and the Consignor, and the terms by which the Auction House shall conduct the sale and handle other related matters. This information appears on pages 14 through 21 of this publication.

Please consult our online catalogue for information specifying which works will be present in each of our preview locations at:

www.heffel.com/auction/lotsbypreview_E.aspx

If you are unable to attend our auction, we produce a live webcast of our sale commencing at 4:20 PM EST. We do not offer real-time Internet bidding for our live auctions, but we do accept absentee and prearranged telephone bids. Information on absentee and telephone bidding appears on pages 5 and 24 of this publication.

We recommend that you test your streaming video setup 30 minutes prior to our sale at:

www.heffel.tv

All lots and additional images depicting the frame and verso are available at:

www.heffel.com

Our Estimates are in Canadian funds. Exchange values are subject to change and are provided for guidance only. Buying 1.00 Canadian dollar will cost approximately 0.75 US dollar, 0.66 Euro, 0.57 British pound, 74.58 Japanese yen or 5.58 Hong Kong dollars as of our publication date.

AUCTION DETAILS

Selling at Auction

Heffel Fine Art Auction House is a division of Heffel Gallery Limited. Together, our offices offer individuals, collectors, corporations and public entities a full-service firm for the successful de-acquisition of their artworks. Interested parties should contact us to arrange for a private and confidential appointment to discuss their preferred method of disposition and to analyse preliminary auction estimates, pre-sale reserves and consignment procedures. This service is offered free of charge.

If you are from out of town or are unable to visit us at our premises, we would be pleased to assess the saleability of your artworks by mail, courier or e-mail. Please provide us with photographic or digital reproductions of the artworks front and verso and information pertaining to title, artist, medium, size, date, provenance, etc. Representatives of our firm travel regularly to major Canadian cities to meet with Prospective Sellers.

It is recommended that property for inclusion in our sale arrive at Heffel Fine Art Auction House at least 90 days prior to our auction. This allows time to photograph, research, catalogue and promote works and complete any required work such as re-framing, cleaning or conservation. All property is stored free of charge until the auction; however, insurance is the Consignor's expense.

Consignors will receive, for completion, a *Consignment Agreement* and *Consignment Receipt*, which set forth the terms and fees for our services. The *Seller's Commission* rates charged by Heffel Fine Art Auction House are as follows: 10% of the successful Hammer Price for each lot sold for over \$7,500; 15% for lots sold for \$2,501 to \$7,500; and 25% for lots sold up to \$2,500. Consignors are entitled to set a mutually agreed *Reserve* or minimum selling price on their artworks.

Buying at Auction

All items that are offered and sold by Heffel Fine Art Auction House are subject to our published *Terms and Conditions of Business*, our *Catalogue Terms* and any oral announcements made during the course of our sale. Heffel Fine Art Auction House charges a *Buyer's Premium* calculated on the Hammer Price as follows: a rate of eighteen percent (18%) of the Hammer Price of the Lot \$2,501 and above; or, a rate of twenty-five percent (25%) of the Hammer Price of the Lot up to \$2,500, plus applicable Sales Tax.

If you are unable to attend our auction in person, you can bid by completing the *Absentee Bid Form* found on page 24 of this catalogue. Please note that all *Absentee Bid Forms* should be received by Heffel Fine Art Auction House at least 24 hours prior to the commencement of the sale.

Bidding by telephone, although limited, is available. Please make arrangements for this service well in advance of the sale. Telephone lines are assigned in order of the sequence in which requests are received. We also recommend that you leave an *Absentee Bid* amount that we will execute on your behalf in the event we are unable to reach you by telephone.

Payment must be made by: a) Bank Wire direct to the Auction House's account, b) Certified Cheque or Bank Draft or

c) a Personal or Corporate Cheque. All Certified Cheques, Bank Drafts and Personal or Corporate Cheques must be verified and cleared by the Auction House's bank prior to all purchases being released. The Auction House honours payment by Debit Card and only by VISA or MasterCard for purchases. Credit Card payments are subject to our acceptance and approval and to a maximum of \$5,000 if you are providing your Credit Card details by fax or to a maximum of \$25,000 if the Credit Card is presented in person with valid identification. Such Credit Card payment limits apply to the value of the total purchases made by the Buyer and will not be calculated on individual transactions for separate Lots. Bank Wire payments should be made to the Royal Bank of Canada as per the account transit details provided on page 2. In all circumstances, the Auction House prefers payment by Bank Wire transfer.

General Bidding Increments

Bidding typically begins below the low estimate and generally advances in the following bid increments:

\$500-2,000	\$100 increments
\$2,000-5,000	\$250
\$5,000-10,000	\$500
\$10,000-20,000	\$1,000
\$20,000-50,000	\$2,500
\$50,000-100,000	\$5,000
\$100,000-300,000	\$10,000
\$300,000-1,000,000	\$25,000
\$1,000,000-2,000,000	\$50,000
\$2,000,000-3,000,000	\$100,000
\$3,000,000-5,000,000	\$250,000
\$5,000,000-10,000,000	\$500,000
\$10,000,000+	\$1,000,000

Framing, Conservation and Shipping

As a Consignor, it may be advantageous for you to have your artwork re-framed and/or cleaned and conserved to enhance its saleability. As a Buyer, your recently acquired artwork may demand a frame complementary to your collection. As a full-service organization, we offer guidance and in-house expertise to facilitate these needs. Buyers who acquire items that require local delivery or out-of-town shipping should refer to our *Shipping Authorization Form for Property* on page 23 of this publication. Please feel free to contact us to assist you in all of your requirements or to answer any of your related questions. Full completion of our shipping form is required prior to purchases being released by Heffel.

Written Valuations and Appraisals

Written valuations and appraisals for probate, insurance, family division and other purposes can be carried out in our offices or at your premises. Appraisal fees vary according to circumstances. If, within five years of the appraisal, valued or appraised artwork is consigned and sold through either Heffel Fine Art Auction House or Heffel Gallery, the client will be refunded the appraisal fee, less incurred "out of pocket" expenses.



88 Gustave Caillebotte

1848 – 1894 French

Iris bleus, jardin du Petit Gennevilliers

oil on canvas, signed and on verso titled *Iris Bleu* and *Iris* on the E.J. Van Wisselingh & Co. labels with inventory #8248 and #S 8602 and inscribed D864 on the stretcher
21 ¾ x 18 ¼ in, 55.2 x 46.3 cm

PROVENANCE

Ambroise Vollard, Paris
E.J. Van Wisselingh & Co., Amsterdam
André Maurice, Paris
By descent to the present Private Collection, Toronto

LITERATURE

La Vie Parisienne, December 31, 1881
Le Journal, November 25, 1893
La Revue du Nord, July 1894
Marie Berhaut, *Gustave Caillebotte: Catalogue raisonné des peintures et pastels*, Wildenstein Institute, 1978, reproduced page 224, catalogue #424
Marie Berhaut, *Gustave Caillebotte: Catalogue raisonné des peintures et pastels*, Wildenstein Institute, 1994, reproduced page 237, catalogue #447
Anne Distel et al., editors, *Gustave Caillebotte: The Unknown Impressionist*, Royal Academy of Arts, 1996, pages 211 and 212

GUSTAVE CAILLEBOTTE OCCUPIES a unique and important place in the history of French Impressionism. A man of diverse abilities and interests, he was a passionate horticulturalist, a competitive sailor, a naval architect and a stamp collector. He was also, of course, a talented and innovative painter who participated in five Impressionist exhibitions. However, he is probably best known as the generous patron whose support was vitally important to the fledgling Impressionist movement in the 1870s and whose bequest of paintings to the French state forms the core of the Musée d'Orsay's collection of Impressionist art. This acumen and generosity long overshadowed his achievement as a painter, with a major exhibition of his work at the Royal Academy in London in 1996 subtitled *The Unknown Impressionist*. Fortunately, further exhibitions dedicated to his work, including recent ones at the National Gallery in Washington (2015) and the Thyssen-Bornemisza Museum in Madrid (2016), have served to dispel this epithet.

Caillebotte was able to indulge his many interests and offer crucial financial assistance to his friends because of a great personal fortune inherited following the death in 1874 of his father, a textile merchant who supplied bedding to the French army. These riches did away with the need to earn a living either from his law degree (earned in 1870) or, after his subsequent studies at the École des beaux-arts and in the studio of Léon Bonnat, from sales of his paintings. But Caillebotte was no dilettante. His artistic debut in 1876, at the second Impressionist exhibition, was widely celebrated in the press. He quickly made his name with scenes of urban workmen such as floor scrapers and sign painters, as well as with striking views of Paris's modern boulevards—all showcasing a daring use of plunging perspectives and unusual points of view.



Gustave Caillebotte with his dog, Paris 1892
Photograph by: Martial Caillebotte



LEFT
Gustave Caillebotte tending to his garden
at Petit-Gennevilliers, February 1892
Photograph by: Martial Caillebotte

RIGHT
88 verso

FAR RIGHT
88 labels on verso

Caillebotte's career as a painter had only just begun when, in November 1876, his younger brother René died at the age of 26. Two days later, aged 28, Caillebotte drew up his will, in which he pledged to leave his collection of paintings—in the end, a total of 68 canvases—to the nation. He stipulated that these paintings should not be hidden away in a basement but rather exhibited in the Musée du Luxembourg (the museum for living artists) and, in the fullness of time, moved to the Louvre.

Caillebotte's generosity to his friends was not to be a merely posthumous act. His unstinting support saw Claude Monet through some lean years in the late 1870s. He began buying Monet's paintings as early as 1876, and ultimately he owned 16 of them. He frequently advanced funds to Monet and in 1877 began paying the rent on a Paris apartment for him to use as he painted his *Gare Saint-Lazare* series, three examples of which he bought. He was equally munificent with other artists: Camille Pissarro once confessed that he was "very fortunate to have had Caillebotte to help me get past this difficult stretch." Such was his renown for helping struggling artists that in 1881, *La Vie Parisienne* ran a satirical announcement purporting to come from Caillebotte, who, in response to "numerous demands" from students, had decided "to enlarge his studio so he can receive 8,000

people."

Caillebotte was a driving force behind the Impressionist exhibitions in 1877, 1879 and 1880. However, he sat out the 1881 exhibition ("Degas is sowing discord among us," he complained to Pissarro) and showed work with them for the last time in 1882, thoroughly discouraged by the disagreements and infighting that would result in the breakup of the movement. By this time he had bought property at Petit-Gennevilliers, a few kilometres north-west of Paris, where he began indulging less quarrelsome pursuits. A keen amateur sailor, rower and canoeist since childhood, he was no doubt attracted to the area because the Cercle de la Voile, a sailing club of which he became vice-president in 1880, was situated along this stretch of the Seine. He raced his sailboats with much success in the local regattas and in 1892 launched *Le Roast-beef*, a boat built to his own design; that summer it would triumph at the regatta in Trouville. A year later, a newspaper reported that the comte de Guébriant, vice-president of *L'Union des yachts français*, had ordered a new five-tonne boat from Caillebotte, "the well-known engineer." Only a few years earlier this much sought-after naval architect had been described in the press as "the well-known Impressionist."

Caillebotte's other great enthusiasm in Petit-Gennevilliers



was horticulture. His property ultimately included flower gardens, vegetable plots, greenhouses opulent with orchids, and residences for his small team of gardeners. He also built a studio and, like his friend Monet at Giverny, took great pleasure in painting his profusions of flowers: dahlias, hyacinths, pansies, poppies, irises, gladioli and chrysanthemums. In the early 1890s, he conceived a plan to decorate the doors of his dining room with panels featuring flowers from his gardens and greenhouses. *Iris bleus, jardin du Petit Gennevilliers*, with its close-up of irises flanking a foxglove, may well have been associated with this project. The decoration was never finished due to Caillebotte's death at the age of 45 in February 1894.

By the time they were unveiled in a new wing of the Musée du Luxembourg in February 1897, Caillebotte's bequest of 68 paintings had been whittled down to 38. Included among them were such masterpieces as Édouard Manet's *The Balcony*, Monet's *Gare Saint-Lazare*, and Pierre-Auguste Renoir's *Bal du moulin de la Galette*, all now in the Musée d'Orsay. Renoir, the executor, insisted on adding one more painting to the bequest: Caillebotte's own *The Floor Scrapers*, one of the works shown at the second Impressionist exhibition in 1876, at the outset of a brilliant but abbreviated career. Caillebotte had not exhibited work in Paris

for a dozen years before his death, and a posthumous showing of his works at the Galerie Durand-Ruel in June 1894 brought an enthusiastic response from the critics, who belatedly realized that, as one of them wrote, "this wealthy amateur was a true artist with a piquant originality."

We thank Ross King, author of *Mad Enchantment: Claude Monet and the Painting of the Water Lilies*, for contributing the above essay.

This year Caillebotte was honoured with an important exhibition, *Caillebotte, peintre et jardinier*, at the Musée des impressionnismes Giverny. This exhibition, curated by Marina Ferretti, the scientific director of the Musée des impressionnismes Giverny, examines the complex artistic relationship between Caillebotte and Monet. The exhibition was organized in collaboration with the Museo Thyssen-Bornemisza in Madrid where it is currently on view until October 30, 2016.

AUTHENTICATION

Please note that the authenticity of this work has been confirmed by the Comité Caillebotte and will be accompanied by a letter of authenticity from the Comité Caillebotte.

ESTIMATE: \$600,000 – 800,000

GUSTAVE CAILLEBOTTE OCCUPE une place unique et privilégiée dans l'histoire du mouvement impressionniste français. Homme aux multiples habiletés et champs d'intérêt, il est à la fois horticulteur passionné, marin de compétition, architecte naval et collectionneur de timbres. Il s'avère également, bien entendu, un peintre talentueux et novateur, qui prend part à cinq expositions consacrées à l'impressionnisme. C'est toutefois probablement son rôle de généreux mécène qui lui apporte sa notoriété, lui dont le soutien, dans les années 1870, à un mouvement impressionniste naissant et le legs de nombreux tableaux à l'État français viendront constituer le noyau de la collection d'œuvres impressionnistes du Musée d'Orsay. Pendant longtemps, ce flair et cette générosité éclipsèrent ses réalisations en tant que peintre, comme viendra ironiquement le rappeler en 1996 la Royal Academy of Arts de Londres, en choisissant le sous-titre *The Unknown Impressionist* pour l'exposition majeure qu'elle lui consacra. D'autres expositions de ses œuvres, dont celles récemment présentées à la National Gallery of Art de Washington (en 2015) et au musée Thyssen-Bornemisza de Madrid (en 2016), contribueront heureusement à faire disparaître cette étiquette.

Grâce à l'importante fortune personnelle dont il hérite à la mort de son père (un marchand de textiles fournisseur de literie pour l'armée française) en 1874, Caillebotte est en mesure de se livrer à de nombreuses activités et d'aider financièrement ses amis. Cette richesse élimine chez lui le besoin de gagner sa vie grâce à son diplôme en droit (qu'il obtient en 1870) ou, à la suite de ses études subséquentes à l'École des beaux-arts et au studio de Léon Bonnat, à la vente de ses toiles. Caillebotte n'agit pourtant pas en dilettante. Ses débuts artistiques, dans le cadre de la deuxième exposition impressionniste, en 1876, sont largement applaudis par la presse. Il se fait rapidement connaître par ses scènes dépeignant le prolétariat urbain, par exemple des raboteurs de parquets ou des peintres d'enseignes, de même que par ses représentations saisissantes des boulevards modernes de Paris. Ses œuvres, sans exception, recourent à une utilisation audacieuse des perspectives plongeantes et des points de vue inhabituels.

En novembre 1876, alors que sa carrière de peintre démarre tout juste, Caillebotte apprend la mort, à 26 ans, de son jeune frère René. Deux jours plus tard, alors qu'il est lui-même âgé de 28 ans, Caillebotte rédige son testament, dans lequel il s'engage à léguer sa collection de tableaux — à la fin, 68 toiles au total — à la nation. Ces toiles, précise-t-il, ne doivent pas être cachées dans un sous-sol, mais plutôt exposées au Musée du Luxembourg (destiné aux artistes vivants) puis, au moment opportun, démenagées au Louvre.

La générosité démontrée par Caillebotte envers ses amis n'attend pas son décès. En témoigne le soutien inébranlable qu'il apporte à Claude Monet vers la fin des années 1870, période de vaches maigres pour l'artiste. Ainsi, dès 1876, Caillebotte se porte acquéreur de toiles de Monet; il en possédera 16 à la fin. Il lui avance fréquemment des fonds et, en 1877, commence à payer le loyer de l'appartement que celui-ci loue à Paris alors qu'il peint sa série de toiles *Gare Saint-Lazare* — dont Caillebotte achètera trois titres. La générosité de ce dernier s'étend également à d'autres artistes, comme le rappellera Camille Pissarro, qui avouera « avoir été très chanceux d'avoir pu compter sur Caillebotte au moment de traverser une période difficile ». La réputation de générosité



detail 88

de Caillebotte à l'endroit des artistes en difficulté est telle que, en 1881, *La Vie Parisienne* publie une annonce satirique, soi-disant de Caillebotte, dans laquelle il déclare qu'en raison « de demandes nombreuses » de la part d'étudiants, il a décidé « d'agrandir son studio afin d'être en mesure d'y recevoir 8000 personnes ».

Caillebotte est également l'un des instigateurs des expositions impressionnistes de 1877, 1879 et 1880. Il se retire toutefois de celle de 1881 (« Degas sème la discorde parmi nous », se plaindra-t-il à Pissarro) et y présente pour la dernière fois des œuvres en 1882, profondément découragé par les mésententes et les luttes intestines qui entraîneront la rupture du mouvement. À cette époque, il a déjà fait l'achat d'une propriété au Petit-Gennevilliers, à quelques kilomètres au nord-ouest de Paris, où il se livre à des activités qui le tiennent loin des disputes. Marin, rameur et canoëiste amateur depuis l'enfance, il est attiré dans la région par le Cercle de la voile, un club nautique situé le long de cette portion de la Seine et dont il devient le vice-président en 1880. Il prend part à des régates locales dans lesquelles il connaît beaucoup de succès et inaugure, en 1892, *Le Roastbeef*, un bateau qu'il a lui-même conçu et avec lequel il remporte la régate de Trouville.



detail 88

Un an plus tard, un journal rapporte que le comte de Guébriant, vice-président de l'Union des yachts français, a commandé un nouveau bateau de cinq tonnes à Caillebotte, « l'ingénieur bien connu ». Quelques années plus tôt seulement, cet architecte naval réputé était encore décrit par la presse comme un « impressionniste bien connu ».

Une autre des grandes passions de Caillebotte au Petit-Gennevilliers est l'horticulture. Sa propriété comprend ainsi, vers la fin, des jardins floraux, des potagers, de serres remplies d'orchidées ainsi que des habitations pour sa petite équipe de jardiniers. Il y construit également un studio et, comme son ami Monet à Giverny, prend plaisir à peindre ses abondantes fleurs : dahlias, jacinthes, pensées, coquelicots, iris, glaïeuls et chrysanthèmes. Au début des années 1890, il conçoit un plan afin de décorer les portes de sa salle à manger de panneaux sur lesquels figureront des fleurs provenant de ses jardins et serres. *Iris bleus, jardin du Petit Gennevilliers*, qui présente au premier plan des iris et, à leurs côtés, une digitale pourprée, avait sans doute un lien avec ce projet. Cette décoration ne voit cependant jamais le jour, Caillebotte s'éteignant en février 1894, à l'âge de 45 ans.

Au moment de son dévoilement dans une nouvelle aile du

Musée du Luxembourg en février 1897, le legs de Caillebotte, qui s'établissait au départ à 68 tableaux, n'est plus que de 38. Parmi ceux-ci figurent des chefs-d'œuvre comme *Le balcon* d'Édouard Manet, *La gare Saint-Lazare* de Monet et *Le Bal du moulin de la Galette* de Pierre-Auguste Renoir (toutes ces œuvres appartiennent maintenant au Musée d'Orsay). Renoir, exécuteur testamentaire, insiste pour ajouter un tableau à l'ensemble donné : *Les raboteurs de parquet* de Caillebotte lui-même, l'une des œuvres présentées lors de la deuxième exposition impressionniste, en 1876, au début de sa brillante, mais brève, carrière. Aucun des tableaux de l'artiste n'avait été présenté au cours de la décennie précédant sa mort. Une exposition posthume de ses œuvres à la galerie Durand-Ruel en juin 1894 suscite une réponse enthousiaste chez les critiques, qui réalisent sur le tard que, comme l'écrira l'un d'eux, « ce riche amateur était un véritable artiste, doté d'une personnalité attirante ».

Nous tenons à remercier Ross King, auteur de *Mad Enchantment: Claude Monet and the Painting of the Water Lilies*, pour la rédaction de cet essai.

Caillebotte a été honoré cette année lors d'une importante exposition, *Caillebotte, peintre et jardinier*, au musée des impressionnistes Giverny. L'exposition, dont le commissariat a été confié à Madame Marina Ferretti, directrice scientifique au musée des impressionnistes Giverny, aborde les relations artistiques complexes qui lient Caillebotte à Monet. Cette exposition a été organisée en collaboration avec le Museo Thyssen-Bornemisza de Madrid, où elle est en cours de présentation jusqu'au 30 octobre 2016.

AUTHENTICITÉ

Veillez noter que l'authenticité de cette oeuvre a été confirmée par le Comité Caillebotte et qu'elle sera accompagnée d'une lettre d'expertise.

ESTIMATION: 600,000\$ – 800,000\$

Thank you for attending our sale of *Gustave Caillebotte: Iris bleus, jardin du Petit Gennevilliers*. Our *Fine Canadian Art Auction* will commence at 7:00 pm, with *The Peter & Joanne Brown Collection* immediately following. Please view additional lots in our November Online Auction of *Fine Canadian Art* at www.heffel.com, which closes Saturday, November 26, 2016. Lots can be viewed in our galleries in Vancouver, Calgary, Toronto or Montreal. Lot locations are noted with each item in our online catalogue.

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Director of Toronto Office, Consignment Specialist



ALISON MEREDITH
Director of Consignments



MARTIE GIEFERT
Director of Digital Imaging



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Director of Public Relations



LINDSAY JACKSON
Manager of Toronto Office, Consignment Specialist



AUDRA BRANIGAN
Manager of Online Auctions, Consignment Specialist

OTTAWA



ANDERS OINONEN
Internal Logistics



MELINA RYMBERG
Art Research and Client Services



ANDREW GIBBS
Ottawa Representative Consignment Specialist

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BUSQUE**
Art Research and
Client Services



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Digital Imaging



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Manager of Online
Auctions, Consignment
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VANCOUVER



MARTIN BURIAN
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KATE GALICZ
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Services, Consignment
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and Framing



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Canadian Art Research



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Services



JULIA BALAZS
Art Research and Client
Services, Consignment
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WARD BASTIAN
Digital Imaging and
Internal Logistics



NORBERT MA
Accountant



MEREDITH SYKES
Senior Administrator



MOLLY TONKEN
Client Services and
Administration



CLARA WONG
Art Research and
Client Services



LISA CHRISTENSEN
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Office, Consignment
Specialist



MELISSA COLE
Manager of Online
Auctions



JARED TILLER
Digital Imaging and
Internal Logistics

CALGARY

TERMS AND CONDITIONS OF BUSINESS

THESE TERMS AND Conditions of Business represent the terms upon which the Auction House contracts with the Consignor and, acting in its capacity as agent on behalf of the Consignor, contracts with the Buyer. These Terms and Conditions of Business shall apply to the sale of the Lot by the Auction House to the Buyer on behalf of the Consignor, and shall supersede and take precedence over any previously agreed Terms and Conditions of Business. These Terms and Conditions of Business are hereby incorporated into and form part of the Consignment Agreement entered into by the Auction House and the Consignor.

A. DEFINED TERMS

1. **Auction House**
The Auction House is Heffel Fine Art Auction House, a division of Heffel Gallery Limited, or an affiliated entity;
2. **Consignor**
The Consignor is the person or entity named in the Consignment Agreement as the source from which the Property or Lot has been received for auction;
3. **Seller's Commission**
The Seller's Commission is the amount paid by the Consignor to the Auction House on the sale of a Lot, that is calculated on the Hammer Price, at the rates specified in writing by the Consignor and the Auction House on the Consignment Agreement Form, plus applicable Sales Tax;
4. **Property**
The Property is any Property delivered by the Consignor to the Auction House to be placed in the auction sale held by the Auction House on its premises, online or elsewhere and, specifically, that Property described by Lot number in the Auction House catalogue for the auction sale. The Auction House will have the authority to partition the Property into Lots (the "Lots" or "Lot");
5. **Reserve**
The reserve is a minimum price for the sale of the Lot, agreed to between the Consignor and the Auction House;
6. **Knocked Down**
Knocked Down means the conclusion of the sale of the Lot being auctioned by the Auctioneer;
7. **Expenses**
Expenses shall include all costs incurred, directly or indirectly, in relation to the consignment and sale of the Lot;
8. **Hammer Price**
The Hammer Price is the price at which the Auctioneer has Knocked Down the Lot to the Buyer;

9. **Buyer**
The Buyer is the person, corporation or other entity or such entity's agent who bids successfully on the Lot at the auction sale;
 10. **Purchase Price**
The Purchase Price is the Hammer Price and the Buyer's Premium, applicable Sales Tax and additional charges and Expenses, including expenses due from a defaulting Buyer;
 11. **Buyer's Premium**
The Buyer's Premium is the amount paid by the Buyer to the Auction House on the purchase of a Lot, that is calculated on the Hammer Price as follows: a rate of eighteen percent (18%) of the Hammer Price of the Lot \$2,501 and above; or, a rate of twenty-five percent (25%) of the Hammer Price of the Lot up to \$2,500, plus applicable Sales Tax;
 12. **Sales Tax**
Sales Tax means the Federal and Provincial sales and excise taxes applicable in the jurisdiction of sale of the Lot;
 13. **Registered Bidder**
A Registered Bidder is a bidder who has fully completed the registration process, provided the required information to the Auction House and has been assigned a unique paddle number for the purpose of bidding on Lots in the auction;
 14. **Proceeds of Sale**
The Proceeds of Sale are the net amount due to the Consignor from the Auction House, which shall be the Hammer Price less Seller's Commission at the Published Rates and Expenses and any other amounts due to the Auction House or associated companies;
 15. **Live and Online Auctions**
These Terms and Conditions of Business apply to all live and online auction sales conducted by the Auction House. For the purposes of online auctions, all references to the Auctioneer shall mean the Auction House and Knocked Down is a literal reference defining the close of the auction sale.
- ### B. THE BUYER
1. **The Auction House**
The Auction House acts solely as agent for the Consignor, except as otherwise provided herein.
 2. **The Buyer**
 - a) The highest Registered Bidder acknowledged by the Auctioneer as the highest bidder at the time the Lot is Knocked Down;

- b) The Auctioneer has the right, at his sole discretion, to reopen a Lot if he has inadvertently missed a Bid, or if a Registered Bidder, immediately at the close of a Lot, notifies the Auctioneer of his intent to Bid;
- c) The Auctioneer shall have the right to regulate and control the bidding and to advance the bids in whatever intervals he considers appropriate for the Lot in question;
- d) The Auction House shall have absolute discretion in settling any dispute in determining the successful bidder;
- e) The Buyer acknowledges that invoices generated during the sale or shortly after may not be error free, and therefore are subject to review;
- f) Every Registered Bidder shall be deemed to act as principal unless the Auction House has acknowledged in writing at least twenty-four (24) hours prior to the date of the auction that the Registered Bidder is acting as an agent on behalf of a disclosed principal and such agency relationship is acceptable to the Auction House;
- g) Every Registered Bidder shall fully complete the registration process and provide the required information to the Auction House. Every Registered Bidder will be assigned a unique paddle number (the "Paddle") for the purpose of bidding on Lots in the auction. For online auctions, a password will be created for use in the current and future online sales only. This online registration procedure may require up to twenty-four (24) hours to complete;
- h) Every Registered Bidder acknowledges that once a bid is made with his Paddle, or Paddle and password, as the case may be, it may not be withdrawn without the consent of the Auctioneer, who, in his sole discretion, may refuse such consent; and
- i) Every Registered Bidder agrees that if a Lot is Knocked Down on his bid, he is bound to purchase the Lot for the Purchase Price.

3. Buyer's Price

The Buyer shall pay the Purchase Price (inclusive of the Buyer's Premium) to the Auction House. The Buyer acknowledges and agrees that the Auction House may also receive a Seller's Commission.

4. Sales Tax Exemption

All or part of the Sales Tax may be exempt in certain circumstances if the Lot is delivered or otherwise removed from the jurisdiction of sale of the Lot. It is the Buyer's obligation to demonstrate, to the satisfaction of the Auction House, that such delivery or removal results in an exemption from the relevant Sales Tax legislation. Shipments out of the jurisdiction of sale of the Lot(s) shall only be eligible for exemption from Sales Tax if shipped directly from the Auction House and appropriate delivery documentation is provided, in advance, to the Auction House. All claims for Sales Tax exemption must be made prior to or at the time of payment of the Purchase Price. Sales Tax will not be refunded once the Auction House has released the Lot.

5. Payment of the Purchase Price

- a) The Buyer shall:
 - (i) Unless he has already done so, provide the Auction House with his name, address and banking or other suitable references as may be required by the Auction House; and
 - (ii) Payment must be made by 4:30 p.m. on the seventh (7th) day following the auction by: a) Bank Wire direct to the Auction House's account, b) Certified Cheque or Bank Draft or c) a Personal or Corporate Cheque. All Certified Cheques, Bank Drafts and Personal or Corporate Cheques must be verified and cleared by the Auction House's bank prior to all purchases being released. The Auction House honours payment by Debit Card or by Credit Card limited to VISA or MasterCard. Credit Card payments are subject to acceptance and approval by the Auction House and to a maximum of \$5,000 if the Buyer is providing his Credit Card details by fax, or to a maximum of \$25,000 if the Credit Card is presented in person with valid identification. Such Credit Card payment limits apply to the value of the total purchases made by the Buyer and will not be calculated on individual transactions for separate Lots. In all circumstances, the Auction House prefers payment by Bank Wire transfer.
- b) Title shall pass, and release and/or delivery of the Lot shall occur, only upon payment of the Purchase Price by the Buyer to the Auction House.

6. Descriptions of Lot

- a) All representations or statements made by the Auction House, or in the Consignment Agreement, or in the catalogue or other publication or report, as to the authorship, origin, date, age, size, medium, attribution, genuineness, provenance, condition or estimated selling price of the Lot, are statements of opinion only. The Buyer agrees that the Auction House shall not be liable for any errors or omissions in the catalogue or any supplementary material produced by the Auction House;
- b) All photographic representations and other illustrations presented in the catalogue are solely for guidance and are not to be relied upon in terms of tone or colour or necessarily to reveal any imperfections in the Lot;
- c) Many Lots are of an age or nature which precludes them from being in pristine condition. Some descriptions in the catalogue or given by way of condition report make reference to damage and/or restoration. Such information is given for guidance only and the absence of such a reference does not imply that a Lot is free from defects, nor does any reference to particular defects imply the absence of others;
- d) The prospective Buyer must satisfy himself as to all matters referred to in a), b) and c) of this paragraph by inspection, other investigation or otherwise prior to the sale of the Lot. If the prospective Buyer is unable to personally view any Lot, the Auction House may, upon request, e-mail or fax a condition report describing the Lot to the prospective Buyer. Although the Auction House takes great care in executing such condition reports in both written and verbal format, condition reports are only matters of opinion, are non-exhaustive,

and the Buyer agrees that the Auction House shall not be held responsible for any errors or omissions contained within. The Buyer shall be responsible for ascertaining the condition of the Lot; and

- e) The Auction House makes no representations or warranties to the Buyer that the Buyer of a Lot will acquire any copyright or other reproduction right in any purchased Lot.

7. Purchased Lot

- a) The Buyer shall collect the Lot from the Auction House by 4:30 p.m. on the seventh (7th) day following the date of the auction sale, after which date the Buyer shall be responsible for all Expenses until the date the Lot is removed from the offices of the Auction House;
- b) All packing, handling and shipping of any Lot by the Auction House is undertaken solely as a courtesy service to the Buyer, and will only be undertaken at the discretion of the Auction House and at the Buyer's risk. Prior to all packing and shipping, the Auction House must receive a fully completed and signed Shipping Form and payment in full of all purchases; and
- c) The Auction House shall not be liable for any damage to glass or frames of the Lot and shall not be liable for any errors or omissions or damage caused by packers and shippers, whether or not such agent was recommended by the Auction House.

8. Risk

- a) The purchased Lot shall be at the Consignor's risk in all respects for seven (7) days after the auction sale, after which the Lot will be at the Buyer's risk. The Buyer may arrange insurance coverage through the Auction House at the then prevailing rates and subject to the then existing policy; and
- b) Neither the Auction House nor its employees nor its agents shall be liable for any loss or damage of any kind to the Lot, whether caused by negligence or otherwise, while any Lot is in or under the custody or control of the Auction House.

9. Non-payment and Failure to Collect Lot(s)

If the Buyer fails either to pay for or to take away any Lot by 4:30 p.m. on the seventh (7th) day following the date of the auction sale, the Auction House may in its absolute discretion be entitled to one or more of the following remedies without providing further notice to the Buyer and without prejudice to any other rights or remedies the Auction House may have:

- a) To issue judicial proceedings against the Buyer for damages for breach of contract together with the costs of such proceedings on a full indemnity basis;
- b) To rescind the sale of that or any other Lot(s) sold to the Buyer;
- c) To resell the Lot or cause it to be resold by public or private sale, or by way of live or online auction, with any deficiency to be claimed from the Buyer and any surplus, after Expenses, to be delivered to the Buyer;
- d) To store the Lot on the premises of the Auction House or third-party storage facilities with Expenses accruing to the account of the Buyer, and to release the Lot to the Buyer

only after payment of the Purchase Price and Expenses to the Auction House;

- e) To charge interest on the Purchase Price at the rate of five percent (5%) per month above the Royal Bank of Canada base rate at the time of the auction sale and adjusted month to month thereafter;
- f) To retain that or any other Lot sold to the Buyer at the same or any other auction and release the same only after payment of the aggregate outstanding Purchase Price;
- g) To apply any Proceeds of Sale of any Lot then due or at any time thereafter becoming due to the Buyer towards settlement of the Purchase Price, and the Auction House shall be entitled to a lien on any other property of the Buyer which is in the Auction House's possession for any purpose;
- h) To apply any payments made by the Buyer to the Auction House towards any sums owing from the Buyer to the Auction House without regard to any directions received from the Buyer or his agent, whether express or implied; and
- i) In the absolute discretion of the Auction House, to refuse or revoke the Buyer's registration in any future auctions held by the Auction House.

10. Guarantee

The Auction House, its employees and agents shall not be responsible for the correctness of any statement as to the authorship, origin, date, age, size, medium, attribution, genuineness or provenance of any Lot or for any other errors of description or for any faults or defects in any Lot, and no warranty whatsoever is given by the Auction House, its employees or agents in respect of any Lot, and any express or implied conditions or warranties are hereby excluded.

11. Attendance by Buyer

- a) Prospective Buyers are advised to inspect the Lot(s) before the sale, and to satisfy themselves as to the description, attribution and condition of each Lot. The Auction House will arrange suitable viewing conditions during the preview preceding the sale, or by private appointment;
- b) Prospective Buyers are advised to personally attend the sale. However, if they are unable to attend, the Auction House will execute bids on their behalf subject to completion of the proper Absentee Bid Form, duly signed and delivered to the Auction House forty-eight (48) hours before the start of the auction sale. The Auction House shall not be responsible nor liable in the making of any such bid by its employees or agents;
- c) In the event that the Auction House has received more than one Absentee Bid Form on a Lot for an identical amount and at auction those absentee bids are the highest bids for that Lot, the Lot shall be Knocked Down to the person whose Absentee Bid Form was received first; and
- d) At the discretion of the Auction House, the Auction House may execute bids, if appropriately instructed by telephone, on behalf of the prospective Buyer, and the prospective Buyer hereby agrees that neither the Auction House nor its employees nor agents shall be liable to either the Buyer or the Consignor for any neglect or default in making such a bid.

12. Export Permits

Without limitation, the Buyer acknowledges that certain property of Canadian cultural importance sold by the Auction House may be subject to the provisions of the Cultural Property Export and Import Act (Canada), and that compliance with the provisions of the said act is the sole responsibility of the Buyer.

C. THE CONSIGNOR

1. The Auction House

- a) The Auction House shall have absolute discretion as to whether the Lot is suitable for sale, the particular auction sale for the Lot, the date of the auction sale, the manner in which the auction sale is conducted, the catalogue descriptions of the Lot, and any other matters related to the sale of the Lot at the auction sale;
- b) The Auction House reserves the right to withdraw any Lot at any time prior to the auction sale if, in the sole discretion of the Auction House:
 - (i) there is doubt as to its authenticity;
 - (ii) there is doubt as to the accuracy of any of the Consignor's representations or warranties;
 - (iii) the Consignor has breached or is about to breach any provisions of the Consignment Agreement; or
 - (iv) any other just cause exists.
- c) In the event of a withdrawal pursuant to Conditions C.1.b (ii) or C.1.b (iii), the Consignor shall pay a charge to the Auction House, as provided in Condition C.8.

2. Warranties and Indemnities

- a) The Consignor warrants to the Auction House and to the Buyer that the Consignor has and shall be able to deliver unencumbered title to the Lot, free and clear of all claims;
- b) The Consignor shall indemnify the Auction House, its employees and agents and the Buyer against all claims made or proceedings brought by persons entitled or purporting to be entitled to the Lot;
- c) The Consignor shall indemnify the Auction House, its employees and agents and the Buyer against all claims made or proceedings brought due to any default of the Consignor in complying with any applicable legislation, regulations and these Terms and Conditions of Business; and
- d) The Consignor shall reimburse the Auction House in full and on demand for all Expenses or any other loss or damage whatsoever made, incurred or suffered as a result of any breach by the Consignor of Conditions C.2.a and/or C.2.c above.

3. Reserves

The Auction House is authorized by the Consignor to Knock Down a Lot at less than the Reserve, provided that, for the purposes of calculating the Proceeds of Sale due to the Consignor, the Hammer Price shall be deemed to be the full amount of the agreed Reserve established by the Auction House and the Consignor.

4. Commission and Expenses

- a) The Consignor authorizes the Auction House to deduct the Seller's Commission and Expenses from the Hammer Price and, notwithstanding that the Auction House is the Consignor's agent, acknowledges that the Auction House shall charge and retain the Buyer's Premium;
- b) The Consignor shall pay and authorizes the Auction House to deduct all Expenses incurred on behalf of the Consignor, together with any Sales Tax thereon; and
- c) The Auction House retains all rights to photographic and printing material and the right of reproduction of such photographs.

5. Insurance

- a) Lots are only covered by insurance under the Fine Arts Insurance Policy of the Auction House if the Consignor so authorizes;
- b) The rate of insurance premium payable by the Consignor is \$15 per \$1,000 (1.5%) of the greater value of the high estimate value of the Lot or the realized Hammer Price or for the alternative amount as specified in the Consignment Receipt;
- c) If the Consignor instructs the Auction House not to insure a Lot, it shall at all times remain at the risk of the Consignor, who hereby undertakes to:
 - (i) indemnify the Auction House against all claims made or proceedings brought against the Auction House in respect of loss or damage to the Lot of whatever nature, howsoever and wheresoever occurred, and in any circumstances even where negligence is alleged or proven;
 - (ii) reimburse the Auction House for all Expenses incurred by the Auction House. Any payment which the Auction House shall make in respect of such loss or damage or Expenses shall be binding upon the Consignor and shall be accepted by the Consignor as conclusive evidence that the Auction House was liable to make such payment; and
 - (iii) notify any insurer of the existence of the indemnity contained in these Terms and Conditions of Business.
- d) The Auction House does not accept responsibility for Lots damaged by changes in atmospheric conditions and the Auction House shall not be liable for such damage nor for any other damage to picture frames or to glass in picture frames; and
- e) The value for which a Lot is insured under the Fine Arts Policy of the Auction House in accordance with Condition C.5.b above shall be the total amount due to the Consignor in the event of a successful claim being made against the Auction House.

6. Payment of Proceeds of Sale

- a) The Auction House shall pay the Proceeds of Sale to the Consignor thirty-five (35) days after the date of sale, if the Auction House has been paid the Purchase Price in full by the Buyer;
- b) If the Auction House has not received the Purchase Price from the Buyer within the time period specified, then the Auction House will pay the Proceeds of Sale within seven (7) working days following receipt of the Purchase Price from the Buyer; and

- c) If before the Purchase Price is paid in full by the Buyer, the Auction House pays the Consignor an amount equal to the Proceeds of Sale, title to the property in the Lot shall pass to the Auction House.

7. Collection of the Purchase Price

If the Buyer fails to pay to the Auction House the Purchase Price within thirty (30) days after the date of sale, the Auction House will endeavour to take the Consignor's instructions as to the appropriate course of action to be taken and, so far as in the Auction House's opinion such instructions are practicable, will assist the Consignor in recovering the Purchase Price from the Buyer, save that the Auction House shall not be obligated to issue judicial proceedings against the Buyer in its own name. Notwithstanding the foregoing, the Auction House reserves the right and is hereby authorized at the Consignor's expense, and in each case at the absolute discretion of the Auction House, to agree to special terms for payment of the Purchase Price, to remove, store and insure the Lot sold, to settle claims made by or against the Buyer on such terms as the Auction House shall think fit, to take such steps as are necessary to collect monies from the Buyer to the Consignor and, if appropriate, to set aside the sale and refund money to the Buyer.

8. Charges for Withdrawn Lots

The Consignor may not withdraw a Lot prior to the auction sale without the consent of the Auction House. In the event that such consent is given, or in the event of a withdrawal pursuant to Condition C.1.b (ii) or C.1.b (iii), a charge of twenty-five percent (25%) of the high presale estimate, together with any applicable Sales Tax and Expenses, is immediately payable to the Auction House, prior to any release of the Property.

9. Unsold Lots

- a) Unsold Lots must be collected at the Consignor's expense within the period of ninety (90) days after receipt by the Consignor of notice from the Auction House that the Lots are to be collected (the "Collection Notice"). Should the Consignor fail to collect the Lot from the Auction House within ninety (90) days from the receipt of the Collection Notice, the Auction House shall have the right to place such Lots in the Auction House's storage facilities or thirdparty storage facilities, with Expenses accruing to the account of the Consignor. The Auction House shall also have the right to sell such Lots by public or private sale and on such terms as the Auction House shall alone determine, and shall deduct from the Proceeds of Sale any sum owing to the Auction House or to any associated company of the Auction House including Expenses, before remitting the balance to the Consignor. If the Consignor cannot be traced, the Auction House shall place the funds in a bank account in the name of the Auction House for the Consignor. In this condition the expression "Proceeds of Sale" shall have the same meaning in relation to a private sale as it has in relation to a sale by auction;

- b) Lots returned at the Consignor's request shall be returned at the Consignor's risk and expense and will not be insured in transit unless the Auction House is otherwise instructed by the Consignor; and
- c) If any Lot is unsold by auction, the Auction House is authorized as the exclusive agent for the Consignor for a period of ninety (90) days following the auction to sell such Lot by private sale or auction sale for a price that will result in a payment to the Consignor of not less than the net amount (i.e., after deduction of the Seller's Commission and Expenses) to which the Consignor would have been entitled had the Lot been sold at a price equal to the agreed Reserve, or for such lesser amount as the Auction House and the Consignor shall agree. In such event, the Consignor's obligations to the Auction House hereunder with respect to such a Lot are the same as if it had been sold at auction. The Auction House shall continue to have the exclusive right to sell any unsold Lots after the said period of ninety (90) days, until such time as the Auction House is notified in writing by the Consignor that such right is terminated.

10. Consignor's Sales Tax Status

The Consignor shall give to the Auction House all relevant information as to his Sales Tax status with regard to the Lot to be sold, which the Consignor warrants is and will be correct and upon which the Auction House shall be entitled to rely.

11. Photographs and Illustrations

In consideration of the Auction House's services to the Consignor, the Consignor hereby warrants and represents to the Auction House that it has the right to grant to the Auction House, and the Consignor does hereby grant to the Auction House, a nonexclusive, perpetual, fully paidup, royalty free and non-revocable right and permission to:

- a) reproduce (by illustration, photograph, electronic reproduction, or any other form or medium whether presently known or hereinafter devised) any work within any Lot given to the Auction House for sale by the Consignor; and
- b) use and publish such illustration, photograph or other reproduction in connection with the public exhibition, promotion and sale of the Lot in question and otherwise in connection with the operation of the Auction House's business, including without limitation by including the illustration, photograph or other reproduction in promotional catalogues, compilations, the Auction House's Art Index, and other publications and materials distributed to the public, and by communicating the illustration, photograph or other reproduction to the public by telecommunication via an Internet website operated by or affiliated with the Auction House ("Permission"). Moreover, the Consignor makes the same warranty and representation and grants the same Permission to the Auction House in respect of any illustrations, photographs or other reproductions of any work provided to the Auction House by the Consignor. The Consignor agrees to fully indemnify the Auction House and hold it harmless from any damages caused to the Auction House by reason of any breach by the Consignor of this warranty and representation.

D. GENERAL CONDITIONS

1. The Auction House as agent for the Consignor is not responsible for any default by the Consignor or the Buyer.
2. The Auction House shall have the right at its absolute discretion to refuse admission to its premises or attendance at its auctions by any person.
3. The Auction House has the right at its absolute discretion to refuse any bid, to advance the bidding as it may decide, to withdraw or divide any Lot, to combine any two or more Lots and, in the case of dispute, to put up any Lot for auction again. At no time shall a Registered Bidder retract or withdraw his bid.
4. For advertising and promotional purposes, the Consignor acknowledges and agrees that the Auction House shall, in relation to any sale of the Lot, make reference to the aggregate Purchase Price of the Lot, inclusive of the Buyer's Premium, notwithstanding that the Seller's Commission is calculated on the Hammer Price.
5. Any indemnity hereunder shall extend to all actions, proceedings, costs, claims and demands whatsoever incurred or suffered by the person for whose benefit the indemnity is given, and the Auction House shall hold any indemnity on trust for its employees and agents where it is expressed to be for their benefit.
6. Any notice given hereunder shall be in writing and if given by post shall be deemed to have been duly received by the addressee within three (3) business days.
7. The copyright for all illustrations and written matter relating to the Lots shall be and will remain at all times the absolute property of the Auction House and shall not, without the prior written consent of the Auction House, be used by any other person.
8. The Auction House will not accept any liability for any errors that may occur in the operation of any video or digital representations produced and/or broadcasted during an auction sale.
9. This Agreement shall be governed by and construed in accordance with British Columbia Law and the laws of Canada applicable therein and all parties concerned hereby submit to the exclusive jurisdiction of the British Columbia Courts.
10. Unless otherwise provided for herein, all monetary amounts referred to herein shall refer to the lawful money of Canada.
11. All words importing the singular number shall include the plural and vice versa, and words importing the use of any gender shall include the masculine, feminine and neuter genders and the word "person" shall include an individual, a trust, a partnership, a body corporate, an association or other incorporated or unincorporated organization or entity.
12. If any provision of this Agreement or the application thereof to any circumstances shall be held to be invalid or unenforceable, the remaining provisions of this Agreement, or the application thereof to other circumstances, shall not be affected thereby and shall be held valid to the full extent permitted by law.

The Buyer and the Consignor are hereby advised to read fully the Agreement which sets out and establishes the rights and obligations of the Auction House, the Buyer and the Consignor and the terms by which the Auction House shall conduct the sale and handle other related matters.

PROPERTY COLLECTION NOTICE

HEFFEL FINE ART Auction House maintains a strict Property Collection Notice policy that governs the Property collection terms between the Auction House and the Consignor, Buyer and Clients being provided professional services from the Auction House. The Collection Notice is pursuant to the Auction House's published Terms and Conditions of Business with specific reference to Conditions B.7, B.9, B.12, C.5, C.9 and D.9.

A. PROPERTY COLLECTION REQUIREMENT

1. Buyer
 - a) Sold Property must be collected or have a completed and signed *Shipping Authorization Form for Property* submitted to the Auction House within seven (7) days post auction sale date and a shipping dispatch date not greater than thirty (30) days post auction sale date;
2. Consignor
 - a) Unsold Property must be collected by the Consignor within ninety (90) days post auction sale date;
3. Client being provided additional professional services
 - a) Property delivered and deposited with the Auction House by the Client for the purpose of appraisal, assessment, research, consultancy, photography, framing, conservation or for other purpose must be collected within thirty (30) days after delivery receipt of the Property to the Auction House.

B. TREATMENT OF PROPERTY COLLECTION NOTICE DEFAULT AND OF UNCLAIMED PROPERTY

1. All Property in default to the Property Collection Notice, as defined in Condition A, will be resolved as follows:
 - a) Property in default of the Property Collection Notice will require a completed and signed Auction House or third party Storage Agreement for Property submitted to the Auction House within seven (7) days of default.
 - b) Property listed in the signed and completed Storage Agreement for Property may be moved off-site from the Auction House offices or preview galleries to warehouse storage at the Property Owner's expense.
 - c) Remaining unclaimed Property will be subject to the Unclaimed Property Act (British Columbia) [SBC 1999] 1999-48-19 to 32 and consequential amendments and repeal.

These Property Collection Notice terms shall supersede and take precedence over any previously agreed terms.

CATALOGUE ABBREVIATIONS AND SYMBOLS

AAM	Art Association of Montreal <i>founded in 1860</i>	PSA	Pastel Society of America
AANFM	Association des artistes non-figuratifs de Montréal	PSC	Pastel Society of Canada
AAP	Association des arts plastiques	PY	Prisme d'yeux
ACM	Arts Club of Montreal	QMG	Quebec Modern Group
AGA	Art Guild America	R5	Regina Five 1961 - 1964
AGQ	Association des graveurs du Québec	RA	Royal Academy
AHSA	Art, Historical and Scientific Association of Vancouver	RAAV	Regroupement des artistes en arts visuels du Québec
ALC	Arts and Letters Club	RAIC	Royal Architects Institute of Canada
AOCA	Associate Ontario College of Art	RBA	Royal Society of British Artists
ARCA	Associate Member Royal Canadian Academy of Arts	RCA	Royal Canadian Academy of Arts <i>founded in 1880</i>
ASA	Alberta Society of Artists	RI	Royal Institute of Painters in Watercolour
ASPWC	American Society of Painters in Water Colors	RMS	Royal Miniature Society
ASQ	Association des sculpteurs du Québec	ROI	Royal Institute of Oil Painters
AUTO	Les Automatistes	RPS	Royal Photographic Society
AWCS	American Watercolor Society	RSA	Royal Scottish Academy
BCSA	British Columbia Society of Artists	RSC	Royal Society of Canada
BCSFA	British Columbia Society of Fine Arts <i>founded in 1909</i>	RSMA	Royal Society of Marine Artists
BHG	Beaver Hall Group, Montreal 1920 - 1922	RSPP	Royal Society of Portrait Painters
CAC	Canadian Art Club	RWS	Royal Watercolour Society
CAS	Contemporary Arts Society	SA	Society of American Artists
CC	Companion of the Order of Canada	SAAVQ	Société des artistes en arts visuels du Québec
CGP	Canadian Group of Painters 1933 - 1969	SAP	Société des arts plastiques
CH	Companion of Honour Commonwealth	SAPQ	Société des artistes professionnels du Québec
CPE	Canadian Painters-Etchers' Society	SC	The Studio Club
CSAA	Canadian Society of Applied Art	SCA	Society of Canadian Artists 1867 - 1872
CSGA	Canadian Society of Graphic Artists <i>founded in 1905</i>	SCPEE	Society of Canadian Painters, Etchers and Engravers
CSMA	Canadian Society of Marine Artists	SSC	Sculptors' Society of Canada
CSPWC	Canadian Society of Painters in Water Colour <i>founded in 1925</i>	SWAA	Saskatchewan Women Artists' Association
EGP	Eastern Group of Painters	TCC	Toronto Camera Club
FBA	Federation of British Artists	TPG	Transcendental Painting Group 1938 - 1942
FCA	Federation of Canadian Artists	WAAC	Women's Art Association of Canada
FRSA	Fellow of the Royal Society of Arts	WIAC	Women's International Art Club
G7	Group of Seven 1920 - 1933	WS	Woodlands School
IAF	Institut des arts figuratifs	YR	Young Romantics
IWCA	Institute of Western Canadian Artists	φ	Indicates that Heffel Gallery owns an equity interest in the Lot
LP	Les Plasticiens	📄	Denotes that additional information on this lot can be found on our website at www.heffel.com
MSA	Montreal Society of Arts		
NAD	National Academy of Design		
NEAC	New English Art Club		
NSSA	Nova Scotia Society of Artists		
OC	Order of Canada		
OIP	Ontario Institute of Painters		
OM	Order of Merit British		
OSA	Ontario Society of Artists <i>founded in 1872</i>		
P11	Painters Eleven 1953 - 1960		
PDCC	Print and Drawing Council of Canada		
PNIAI	Professional Native Indian Artists Incorporation		
POSA	President Ontario Society of Artists		
PPCM	Pen and Pencil Club, Montreal		
PRCA	President Royal Canadian Academy of Arts		

CATALOGUE TERMS

These catalogue terms are provided for your guidance:

CORNELIUS DAVID KRIEGHOFF

In our best judgment, a work by the artist.

ATTRIBUTED TO CORNELIUS DAVID KRIEGHOFF

In our best judgment, a work possibly executed in whole or in part by the named artist.

STUDIO OF CORNELIUS DAVID KRIEGHOFF

In our best judgment, a work by an unknown hand in the studio of the artist, possibly executed under the supervision of the named artist.

CIRCLE OF CORNELIUS DAVID KRIEGHOFF

In our best judgment, a work of the period of the artist, closely related to the style of the named artist.

MANNER OF CORNELIUS DAVID KRIEGHOFF

In our best judgment, a work in the style of the named artist and of a later date.

AFTER CORNELIUS DAVID KRIEGHOFF

In our best judgment, a copy of a known work of the named artist.

NATIONALITY

Unless otherwise noted, all artists are Canadian.

SIGNED / TITLED / DATED

In our best judgment, the work has been signed/titled/dated by the artist. If we state “dated 1856” then the artist has inscribed the date when the work was produced. If the artist has not inscribed the date and we state “1856”, then it is known the work was produced in 1856, based on independent research. If the artist has not inscribed the date and there is no independent date reference, then the use of “circa” approximates the date based on style and period.

BEARS SIGNATURE / BEARS DATE

In our best judgment, the signature/date is by a hand other than that of the artist.

DIMENSIONS

Measurements are given height before width in both inches and centimetres.

PROVENANCE

Is intended to indicate previous collections or owners.

CERTIFICATES / LITERATURE / EXHIBITED

Any reference to certificates, literature or exhibition history represents the best judgment of the authority or authors named. Literature citations may be to references cited in our Lot essay. These references may also pertain to generic statements and may not be direct literary references to the Lot being sold.

ESTIMATE

Our Estimates are intended as a statement of our best judgment only, and represent a conservative appraisal of the expected Hammer Price.

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HEFFEL TAKES GREAT pride in being the leader in the Canadian fine art auction industry and has an unparalleled track record. We are proud to have been the dominant auction house in the Canadian art market from 2004 to the present. Our firm's growth and success has been built on hard work and innovation, our commitment to our Clients and our deep respect for the fine art we offer. At Heffel we treat our consignments with great care and respect, and consider it an honour to have them pass through our hands. We are fully cognizant of the historical value of the works we handle and their place in art history.

Heffel, to further define its distinction in the Canadian art auction industry, has taken the following initiative. David and Robert Heffel, second-generation art dealers of the Company's founding Heffel family, have personally crafted the foundation documents (as published on our website www.heffel.com): *Heffel's Corporate Constitutional Values* and *Heffel's Code of Business Conduct, Ethics and Practices*. We believe the values and ethics set out in these documents will lay in stone our moral compass. Heffel has flourished through more than three decades of change, proof that our hard work, commitment, philosophy, honour and ethics in all that we do serve our Clients well.

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David K.J. Heffel

President, Director
and Shareholder (through Heffel Investments Ltd.)

Robert C.S. Heffel

Vice-President, Director
and Shareholder (through R.C.S.H. Investments Ltd.)

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--	----------------	------------------

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2 _____

3 _____

4 _____

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