



FINE  
ART  
AUCTION  
HOUSE

**Heffel**

# POST-WAR & CONTEMPORARY ART

**SALE** WEDNESDAY, DECEMBER 1, 2021 · 2 PM PT | 5 PM ET









## **POST-WAR & CONTEMPORARY ART**

### **AUCTION**

Wednesday, December 1, 2021  
Heffel's Digital Saleroom

Video Presentation

1:30 PM PT | 4:30 PM ET

Post-War & Contemporary Art

2 PM PT | 5 PM ET

Canadian, Impressionist & Modern Art

4 PM PT | 7 PM ET

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By appointment

**Heffel Gallery, Vancouver**

2247 Granville Street

Saturday, October 16 through

Wednesday, October 27, 11 am to 6 pm PT

**Galerie Heffel, Montreal**

1840 rue Sherbrooke Ouest

Thursday, November 4 through

Thursday, November 11, 11 am to 6 pm ET

**Heffel Gallery, Toronto**

13 Hazelton Avenue

Together with our Yorkville exhibition galleries

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## Heffel Gallery Limited

Additionally herein referred to as “Heffel”  
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Telephone 416-961-6505, Fax 416-961-4245

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Telephone 514-939-6505, Fax 514-939-1100

### VANCOUVER

2247 Granville Street, Vancouver, British Columbia V6H 3G1  
Telephone 604-732-6505, Fax 604-732-4245

### NORTH VANCOUVER

2455 Dollarton Highway, Unit 108  
North Vancouver, British Columbia V7H 0A2  
Telephone 604-732-6505 ext. 150, Fax 604-732-4245

### CALGARY

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Telephone 403-238-6505, Fax 403-265-4225

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Essay Contributors—Roger Bellemare, Alec Blair,  
Marie-Hélène Busque, Mark Cheetham, Gary Dufour,  
Michèle Grandbois, Alec Kerr, Judith Scolnik,  
Sarah Stanners and Rosalin Te Omra  
Text Editing, Catalogue Production—Kate Galicz,  
David Heffel, Robert Heffel, Naomi Pauls,  
Tania Poggione and Rosalin Te Omra  
Director of Imaging—Martie Giefert  
Digital Imaging—Ward Bastian, Jasmin Daigle and Jared Tiller  
Catalogue Layout and Production—Kirbi Pitt and Clara Wong  
Catalogue Design—Peter Cocking

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# NOTICE FOR COLLECTORS



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Please note that we produce a live stream of our sale beginning with a video presentation at 4:30 PM ET and the auction commencing at 5 PM ET. We recommend that you test your video streaming 30 minutes prior to our sale at:

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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 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* is the amount paid by the Consignor to the Auction House on the sale of a Lot, which is calculated on the Hammer Price, at the rates specified in writing by the Consignor and the Auction House on the *Consignment Agreement*, plus applicable Sales Tax. Consignors are entitled to set a mutually agreed *Reserve* or minimum selling price on their artworks.

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

\$50-300	\$25 increments
\$300-500	\$50
\$500-2,000	\$100
\$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 83 and our *Terms and Conditions for Shipping* on page 84 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

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**SALE** WEDNESDAY, DECEMBER 1, 2021 · 2 PM PT | 5 PM ET

# POST-WAR & CONTEMPORARY ART CATALOGUE

**FEATURING WORKS FROM**

The Estate of Betty Goodwin

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An Important Private Collection, California

A Prominent Corporate Collection, Toronto

& other Important Private and Corporate Collections



## 1 Bertram Charles (B.C.) Binning

BCSFA CGP CSGA OC RAIC RCA 1909 – 1976

### Two Ships Cruising in Fine Weather

oil on board, signed and on verso titled and dated 1956 on a label  
9 ¼ x 8 ¾ in, 23,5 x 22.2 cm

#### PROVENANCE

Acquired as a wedding anniversary gift from the Artist  
By descent to the present Private Collection, Vancouver

#### LITERATURE

Doreen Walker, *B.C. Binning: A Retrospective*, Fine Arts Gallery, University of British Columbia, 1973, page 8, the larger 1957 oil *Four or Five Ships Frolicking*, collection of Dr. and Mrs. Ben Kanee, Vancouver, reproduced page 30

Doreen Walker, *B.C. Binning: A Classical Spirit*, Art Gallery of Greater Victoria, 1986, unpaginated

#### EXHIBITED

Fine Arts Gallery, University of British Columbia, *B.C. Binning: A Retrospective*, March 13 – 31, 1973, the 1957 oil *Four or Five Ships Frolicking*, catalogue #46

B.C. BINNING WAS at the heart of the modernist scene in Vancouver in the 1950s and 1960s. In the 1973 Fine Arts Gallery

retrospective catalogue, Murray Farr called him a “philosopher king” who had a vision for the arts in Vancouver—Binning founded the Fine Arts Department at the University of British Columbia, and he chaired the committee that organized the annual Festival of the Contemporary Arts. He made UBC an inspiring centre for the visual and performing arts.

Seaside life inspired Binning’s drawings and paintings. From his home in West Vancouver, he roamed by bicycle with his sketching materials to scenic locations such as Horseshoe Bay and Fisherman’s Cove. He explored the coast in his sailboat *Skookumchuck*, absorbing nautical motifs such as pennants, towers, anchors, navigational devices and rigging. He built a rich vocabulary of symbols for his paintings, and works such as this show his delight in the inventive play of these forms. His 1950s paintings illustrate his affinity with Joan Miró and Paul Klee in their whimsical atmosphere and use of wiry line. Binning incorporated this image into the 1957 oil *Four or Five Ships Frolicking*, enlarging on it and continuing his playful theme. As Binning stated: “The business of serious joy should be one of the main occupations of the artist.” *Two Ships Cruising in Fine Weather*, with its vibrant colours, jaunty nautical forms and inventive composition, is a gem that embodies that intent.

ESTIMATE: \$25,000 – 35,000



## 2 William Goodridge Roberts

CAS CGP CSGA CSPWC EGP OC OSA PY RCA 1904 – 1974

### Still Life with Pears

oil on board, signed and on verso  
 titled on the gallery label, 1963  
 47 ¾ x 59 ¼ in, 121.3 x 150.5 cm

#### PROVENANCE

Roberts Gallery, Toronto  
 Acquired from the above by a Private Collection,  
 Florida, 1964  
 By descent to an Important Private Collection,  
 California

#### LITERATURE

Sandra Paikowsky, *Goodridge Roberts, 1904 - 1974*,  
 McMichael Canadian Art Collection, 1998, page 192

#### EXHIBITED

Beaverbrook Art Gallery, New Brunswick, long-term loan

THERE WERE THREE themes in Goodridge Roberts's oeuvre—landscapes, figurative works and still lifes. Roberts had studied still life painting with Max Weber in New York, and after his return to Montreal, he pursued the subject throughout his life.

This lush painting, with various fruits artfully piled and displayed in bowls and plates, and casually placed on a book, is gorgeous. The elements of the still life are displayed on the tilted tabletop, creating interesting perspectives, and are connected by the patterned tablecloth that extends off the table's edge.

The literary critic Desmond Pacey wrote, "In apparently random collections of objects, Roberts has managed to find a formality, an elegance that somehow transfigures them... In fact one begins to wonder whether Roberts' real genius, his own particular vision, does not express itself more fully and naturally in these still lifes than in his... landscapes." The lively hues of the objects are set off against a colour-field background in pale and darker grey, painted in a loose, expressionist style that creates restless surface tensions. In the tranquility of his studio, Roberts takes pleasure in the everyday simplicity of fruit, flowers and books, and *Still Life with Pears* manifests his rich and poetic viewpoint.

**ESTIMATE: \$15,000 – 25,000**



### 3 Gordon Appelbe Smith

BCSFA CGP CPE OC RCA 1919 – 2020

#### Snow III

acrylic on canvas, signed and on verso  
signed, titled and dated 1998  
67 x 56 in, 170.2 x 142.2 cm

#### PROVENANCE

Equinox Gallery, Vancouver  
Acquired from the above by the present  
Private Collection, Vancouver, 1998

#### LITERATURE

Robert Enright, "Entanglements: Gordon Smith  
and the Art of Picture-Making," *Border Crossings*,  
September 2012, para. 3, [https://bordercrossingsmag.com/  
article/entanglements](https://bordercrossingsmag.com/article/entanglements)  
Andy Sylvester, *Gordon Smith: Don't Look Back*, 2014, page 20

FROM THE LATE 1990S to 2019, Gordon Smith executed a magnificent group of snow paintings based on West Coast forests in winter. The locations were on Seymour Mountain, in North Vancouver; on Hollyburn and Cypress Mountains, in West Vancouver; and in other North Shore locations that included his own backyard, above Klootchman Park. Smith's snow paintings are an outstanding example of how he could fluidly slide between abstraction and representation. Some snow paintings were quite abstract, while others were more realistic, but all were concerned with abstract properties. The variety of his treatments was inventive and extraordinary. As Robert Enright commented

Smith is easily the finest painter of the range and subtleties of snow that this snow-bound country has ever produced... All landscape painters share a common problem; how to find the combination of gestures, marks, colours, textures and forms that convincingly render the landscape they are looking at and hope to approximate. In this regard, Smith's snow paintings are the white gold standard.

In this beautiful painting, Smith's use of paint is rich—he piles it on, conveying the feeling of a fresh snowfall thickly covering the dense growth of bushes and grasses. There is a particular aesthetically pleasing feeling to a fresh snowfall on the British Columbia coast, when large flakes cover the vegetation in a fluffy blanket. Smith covers a wall of softly brushed snow-covered vegetation with a pattern of blots of black, white and grey, and black lines of thin branches. The patterning is exquisitely sensitive, and is reminiscent of Jean Paul Riopelle's watercolours from the early 1950s, with their web of blobs and lines over a colour-field background. Smith was a sophisticated modernist and was very aware of the latest developments in art—he absorbed many influences, integrating them into his unique vision, describing himself as being 100 painters deep.

While *Snow III* is primarily monochromatic, small patches of yellow, brown and green emerge from its surface like sparks of light. Smith plays with space, and his transition from the vertical wall of snow-covered vegetation to the forest floor in the foreground is effortless as he slides from two- to three-dimensionality. He also moves fluidly between abstraction and representation using his language of paint. Roald Nasgaard commented that Smith's paintings contain

double loyalties: Smith's intense unmediated engagement with a corner of nature, and his equally intensely unmediated engagement with the stuff of paint. His paintings have never merely been images. They are more significantly virtuoso performances of sheer painting, their textures, and their webs of colour and drawing, always virginally fresh.

In *Snow III*, Smith wields his brush in a dazzling performance of painterly ability.

**ESTIMATE: \$60,000 – 80,000**



#### 4 Takao Tanabe

oc. 1926 –

##### **West Coast 2/88: Eucott Bay**

acrylic on canvas, signed and on verso signed, titled, dated 1988 on the gallery label and inscribed *Errington and Acrylic*  
26 x 72 in, 66 x 182.9 cm

##### **PROVENANCE**

Mira Godard Gallery, Toronto  
Private Collection, Florida

##### **LITERATURE**

Becky Rynor, “An Interview with Takao Tanabe,”  
*National Gallery of Canada Magazine*, July 21,  
2014, [https://www.gallery.ca/magazine/artists/  
an-interview-with-takao-tanabe](https://www.gallery.ca/magazine/artists/an-interview-with-takao-tanabe)

TAKAO TANABE GREW UP in the small fishing village of Seal Cove, now part of Prince Rupert, on British Columbia’s northern coast, the son of a commercial fisherman. His journey took him to the Winnipeg School of Art, the Central School of Arts and Crafts in London and the Brooklyn Museum Art School. In 1980, he





returned to BC, to the east coast of Vancouver Island, and began to paint coastal scenes renowned for their atmospheric effects, wrapped in mists and cloud.

Tanabe calls himself a minimalist in style; he simplifies his landscapes and depicts nature without human presence. He has stated: “I want the paint to be put on there as though it just arrives without visible brush marks ... I put on up to eight or nine layers of paint. But I try to avoid brush marks, so that it looks as though the paint has just floated on.”

This stunning panorama is of Eucott Bay, 40 kilometres north-west of Bella Coola. Its shimmering effects of light on water, in

still reflection or rippling with tides, are extraordinarily sensitive. *West Coast 2/88: Eucott Bay* is an outstanding example of both Tanabe’s accomplished technique and his intuitive ability to capture the transcendent essence of the West Coast.

**ESTIMATE: \$70,000 – 90,000**

## 5 Gordon Appelbe Smith

BCSFA CGP CPE OC RCA 1919 – 2020

### June 99

acrylic on canvas, signed and on verso  
signed, titled and dated 1999  
85 x 67 in, 215.9 x 170.2 cm

#### PROVENANCE

Equinox Gallery, Vancouver  
Acquired from the above by the present  
Private Collection, Vancouver, 1999

#### LITERATURE

Ian M. Thom and Andrew Hunter, *Gordon Smith: The Act of Painting*, Vancouver Art Gallery, 1997, pages 1, 18 and 19  
Andy Sylvester, *Gordon Smith: Don't Look Back*, 2014, page 120

I do not think of my paintings as devoid of subject matter. My feelings and themes are largely derived from nature, the sea, rocks, trees; the things I live with ... Painting should be a re-creation of an experience rather than an illustration of an experience.

—GORDON SMITH

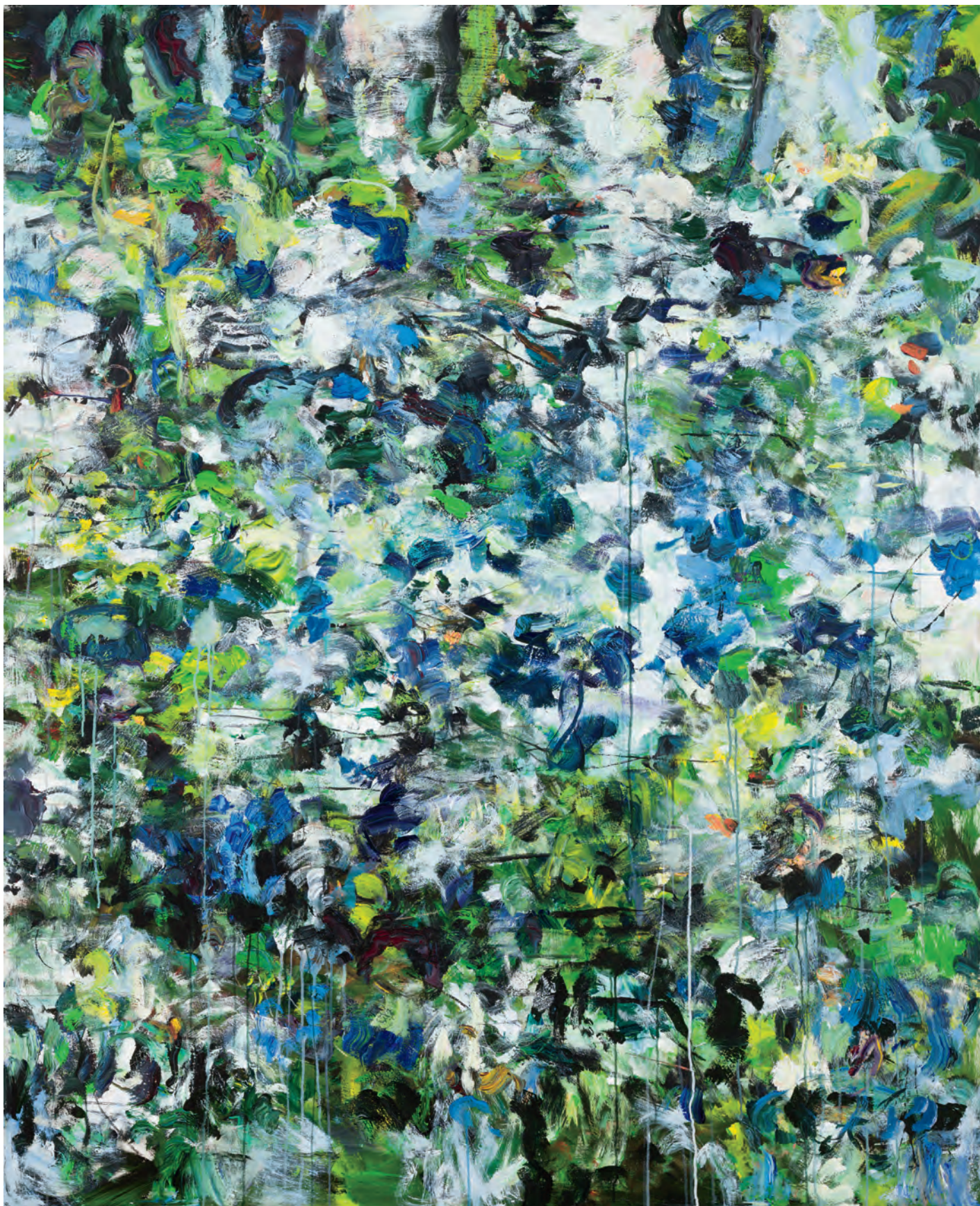
GORDON SMITH WAS an important figure who was instrumental in introducing modernism to the West Coast. Smith joined with regional and international artists who, as Ian Wallace wrote, “were defining the new culture of modernity in an international vocabulary of abstract painting that was the radical revitalization of painting in the early post-war period.” In 1951, Smith went to the California School of Fine Arts in San Francisco, and

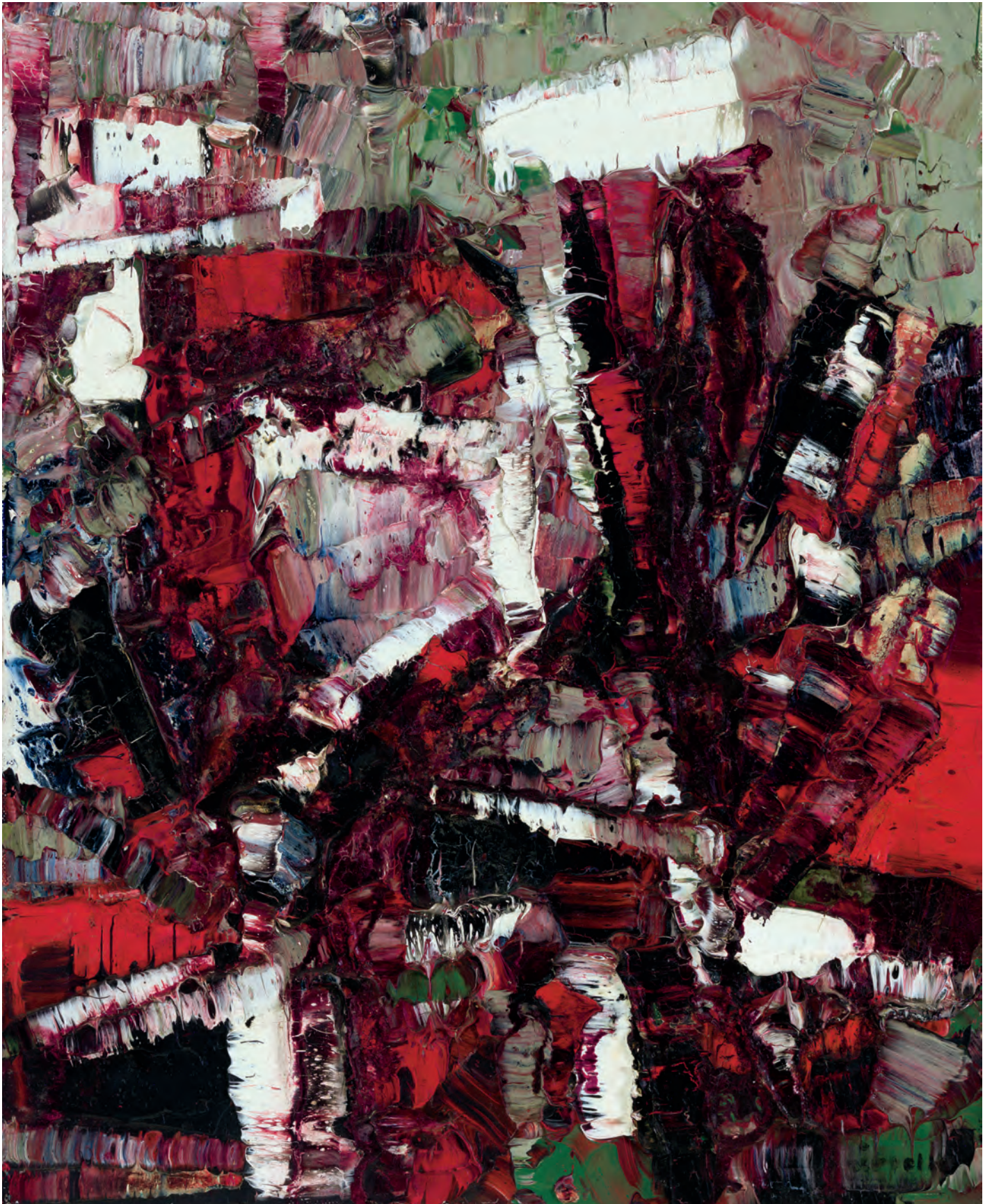
his painting instructor was artist Elmer Bischoff. In one class, Bischoff told his class to get a big canvas, place it on the floor, and just start painting without anything in mind. As Smith related, “It was a real shock treatment. We got into the act of painting ... at the time it was absolutely new and a revelation.” While there, he was exposed to the work of American artists Clyfford Still, Richard Diebenkorn and Arshile Gorky, among others. Abstract Expressionism galvanized the American art world, and Smith stated that it “taught me the quality of paint.” Smith’s San Francisco experience was a turning point in his career.

*June 99* is an all-over composition of softly brushed shapes suggesting flowers and greenery—a rich, abstracted tapestry. From the mid-1990s, Smith had worked on a *Pond* series with water lilies and flowering embankments, which tended to be more representational and specific in its imagery. This more abstract painting is concurrent with these works, evidence of Smith’s ease of movement between varying degrees of abstraction and representation.

In *June 99*, Smith used differing viscosities of paint—in some places thick and in others thin—from which the drips run down the canvas. His technique makes the viewer aware of the qualities of the medium, as wielded by the hand of the artist. Patches of pigment are sometimes built up to create textural effects, and they float across the surface criss-crossed by thin black lines. Smith created a push-pull dynamic with his spatial effects—the black creates a feeling of depth while the white pushes forward, and the dripping asserts the front of the picture plane. The pigmentation is gorgeous; rich blues, purples and greens vie with orange and yellow highlights, creating the impression of a riotous bed of flowers.

**ESTIMATE: \$60,000 – 80,000**





## 6 Jean Paul Riopelle

AUTO CAS OC QMG RCA SCA 1923 – 2002

### Composition

oil on canvas, signed, circa 1955

16 × 13 in, 40.6 × 33 cm

#### PROVENANCE

Laing Galleries, Toronto

Acquired from the above by a Private Collection,

Florida, May 15, 1968

By descent to an Important Private Collection,

California

#### LITERATURE

François-Marc Gagnon, “Imprint and Invisibility,”

*Jean Paul Riopelle and the Automatiste Movement*,

2020, pages 106 and 115

WHEN THINKING OF Jean Paul Riopelle’s works, the image of a large-scale canvas or perhaps even a mural often comes to mind. His larger works are iconic, for example, *L’homme à Rosa Luxemburg* (1992, collection of the Musée national des beaux-arts du Québec). However, Riopelle could easily switch from large to smaller scales, without sacrificing his signature intensity. In fact, his smaller pieces are rather exquisite. Due to the inherent glossiness of some of the pigments he used, they shimmer, like jewels. Handled with the same bravado as Riopelle’s larger canvases, *Composition*, circa 1955, packs an incredible punch.

This oil on canvas also shares the same typically heavily impastoed surface as other works from the same period. Riopelle truly sculpted his paint across the surface of the canvas, by spurting it straight from the tube and manipulating it with his spatula. Wanting to expand from his small squares of colours, Riopelle used a larger spatula in the early 1950s. He even had some spatulas custom made; these appear in photographs taken by Denise Colomb in 1953. From that moment on, his patches of colour no longer had the same shape. Rather, as the late François-Marc Gagnon explains, “They were more like imprints of the spatula blade than simple small coloured squares applied onto the canvas. We recognize the form of the spatula, as if Riopelle wanted to leave an imprint of his instrument with each application.”

To achieve this effect, Riopelle had to push into the pigment, instead of wiping it. This is especially evident here in *Composition*’s swabs of almost solid white, olive, black and red. In the areas of mint green, maroon and crimson, where colours mix and melt into each other, Riopelle has dragged his blade through the pigment. Gagnon commented, “It is important to note that at that moment, the spatula’s blade hides what is going on beneath it. And thus an instant of invisibility is introduced into the very act of painting.” In these areas, small touches of navy, yellow and lavender appear in transparency, and punctuate the work beautifully. These chromatic surprises are not unusual with Riopelle. The end result—the final colour arrangement—is unpredictable. Chance becomes an important factor in his production, which distinguishes Riopelle from the other Automatists.

The surface of *Composition* is dense with tesserae-like strokes of pigment going in every direction: horizontal, vertical and

diagonal. The resulting composition is full of movement and punctuated deftly by touches of luminous white. *Composition* is also reminiscent of another of Riopelle’s smaller canvases, dated 1956, *Neige d’automne* (sold by Heffel in November 2019). These two works used the same colour palette of white, black, red and green, and create the impression of falling movement from the top to the bottom of the painting. Both works showcase the artist’s delicate understanding of colour, harmony and balance.

*Composition* was created during a significant time in Riopelle’s illustrious career. During the mid-1950s, he consolidated his status of being Canada’s most international artist. In 1955, he had a solo exhibition at Galerie Jacques Dubourg, in Paris; received an Honorable Mention at the *Bienal de São Paulo*, Brazil; and traveled to the United States for his second New York show at the Pierre Matisse Gallery. That same year, he also met the American Abstract Expressionist painter Joan Mitchell, with whom he shared a relationship from 1955 to 1979. Mitchell and Riopelle greatly influenced each other’s works and artistic careers.

*Composition*, a gem of a painting, is full of exuberance and vitality, and, like Riopelle’s larger works, it contains a magnetic power.

This work is included as an addendum to *Volume 2, 1954 – 1959* in Yseult Riopelle’s online catalogue raisonné on the artist’s work at <http://www.riopelle.ca>.

**ESTIMATE: \$70,000 – 90,000**



## 7 William Kurelek

ARCA OC OSA 1927 – 1977

### Done Unto Him in Halifax

mixed media on board, initialed and dated 1975 and on verso titled, dated on the gallery labels and inscribed 5 24 x 24 in, 61 x 61 cm

#### PROVENANCE

The Isaacs Gallery Ltd., Toronto  
Equinox Gallery, Vancouver  
Private Collection, Vancouver

#### LITERATURE

William Kurelek, *A Northern Nativity: Christmas Dreams of a Prairie Boy*, 1976, titled as *The Holy Family as Black*, discussed and reproduced, #15, unpaginated

THE ARTISTIC PRACTICE of William Kurelek, the son of Ukrainian immigrants, was concerned with the rural Canadian working life that he experienced in childhood, an explicitly religious understanding of the everyday, and his personal struggles with trauma and mental health. It is these first two points that are most apparent here. Kurelek converted to Roman Catholicism in 1957 and remained devoutly religious for the remainder of his life. Many of the works he produced would be didactic in nature.

*Done Unto Him in Halifax* was produced for Kurelek's 1976 book *A Northern Nativity*, in which the artist recalls dreams from his childhood of the Nativity taking place across Depression-era Canada. This series depicted the Holy Family in various scenes across Canada (in an igloo, in a Prairie barn, at a fisherman's dock, among tourists at Niagara Falls) and in diverse guises (the family appearing as Indigenous, Black or destitute). The breadth of these fantastic scenes can also be contextualized by Kurelek's own experience as an immigrant, as well as the optimistic sense he felt in the 1970s regarding Canada's turn to multiculturalism.

In this work, we see a Christmas dinner held at a Salvation Army hostel in Halifax. The dining room is crowded with men—presumably impoverished and living in the hostel, or otherwise unable to have a dinner of their own—being served by volunteers in aprons. The decor is Spartan but festive, and the atmosphere is warm (at least compared to the biting cold outside the window). The Holy Family, crowded in among the others, are included in the meal.

There are a series of double meanings here: the family re-enacts their flight from Nazareth and refuge in Bethlehem, while participating in the same feast that commemorates them. Dressed in contemporary clothing, they appear as just another family in need of charity, their difference from the others marked only by their auras. Crucially, the accompanying text points out that the Holy Family are Black: unacknowledged, if not unrecognized, they are shown as a part of the poor and racialized community that they accompany, experiencing society's inequities. The work's title refers to a message from the Bible about charity, Matthew 25:40: "Whatever you did for one of the least of



*Done Unto Him in Halifax* in the frame made by William Kurelek

these brothers and sisters of mine, you did for me," which Kurelek stated in his book *A Northern Nativity* "would seem to explain this scene."

The feeling is one of optimism. The title is in the past tense: this is charity that has already been done. As drab as the atmosphere is, there is a sense of community as people talk to each other. As Kurelek notes in the accompanying text, the somewhat grouchy servers in blue "are men who have chosen to give up their Christmas... in the service of others." The auras of the Holy Family—seemingly ignored or unseen by others—cast a warm glow that illuminates the room, casting shadows on the rear wall. The otherwise quotidian representation of the Holy Family grounds the work in a palpable immediacy. Presenting the family as familiar, as well as distinctly Canadian, establishes a sort of devotional nationalism grounded in a mosaic of cultures and backgrounds: the message of Christmas has become universalized. Kurelek aims to create both a sense of religious meditation and an earnest call for moral resolution, underscoring the intrinsic connection he felt between religion and social responsibility.

Divinely familiar and mundanely miraculous, Kurelek's dreamlike scene preserves his distinctive insight into Canadian identity as one characterized by experience, empathy and humanitarianism.

This work is in the original frame made by Kurelek.

**ESTIMATE: \$70,000 – 90,000**

## 8 Guido Molinari

AANFM LP QMG RCA SAPQ 1933 – 2004

### Bi-sériel violet-ocre

acrylic on canvas, on verso signed, dated 5/69  
and inscribed #G.M.-T-1969-08  
111 x 90 in, 281.9 x 228.6 cm

#### PROVENANCE

Estate of the Artist

#### LITERATURE

Gilles Daigneault, *L'art au Québec depuis Pellan: une histoire des prix Borduas*, Musée du Québec, 1988, reproduced page 47

Sandra Grant Marchand, *Guido Molinari, une rétrospective*, Musée d'art contemporain de Montréal, 1995, reproduced page 53 and listed page 71

#### EXHIBITED

Musée du Québec, Quebec City, *L'art au Québec depuis Pellan: une histoire des prix Borduas*, May 18 – August 14, 1988, catalogue #25

Musée d'art contemporain de Montréal, *Guido Molinari, une rétrospective*, May 19 – September 17, 1995, catalogue #48

GUIDO MOLINARI'S *Bi-sériel violet-ocre* from 1969 is an outstanding example of colour harmonies in constant motion. With the central motif of colour/space, Molinari honed colour in visual motion with an unflinching clarity of purpose throughout the 1960s. A decade of "striped" paintings established Molinari's international reputation, highlighted by his award-winning success representing Canada at the *Venice Biennale* in 1968 and, three years prior, his inclusion in the now legendary New York exhibition *The Responsive Eye*, organized by the Museum of Modern Art.

The strict geometry of Molinari's multicoloured striped paintings, with every stripe of equal width, completely eradicated illusionistic space from his paintings. What remained was the materiality of colour, supported by a single constantly repeating form. This wholly new chromatic space was free from the burdens of Euclidean geometric space—figure/ground gone, representation abolished—just colour and space, to be activated by the traversing gaze of individual viewers.

*Bi-sériel violet-ocre* is an unerringly precise visual testament to Molinari's concept of seriality, something he expressed in his essay "Colour in the Creative Arts" in 1971. To paraphrase, seriality is the only pictorial process that (a) rejects giving any single colour dominance, (b) uses recurrence or repetition so individual colours acquire a dialectic function in the painting, (c) rejects secondary systems of expression with a constancy of form, thus eliminating notions of larger/smaller, darker/lighter, or even line versus mass, and (d) eliminates the secondary opposition of textures, something that always restricts the colour message.<sup>1</sup>

Like all of Molinari's paintings produced after 1964, *Bi-sériel violet-ocre* is based on his serial compositional strategy of vertical bands of colour, spread across the flat picture plane. Advances in acrylic paint afforded him a homogeneous surface, high-saturation colour with opacity and a singular unified

material presence. Paradoxically, it was just this simplicity of materiality and form that was liberating, leaving space for vibrating dynamic colour harmonies.

Each colour band in *Bi-sériel violet-ocre* appears twice, repeated in the same order. The violet and ochre form both the outer edges of the surface and the central divide, which effectively bifurcates the painting into two rectangles of six stripes each, or it could just as easily be read as six pairs of slender two-tone rectangles, or as stanzas of multicoloured stripes bound by any two stripes of the same hue. The choice rests with the viewer and to a significant degree relies upon how individuals see and organize colour. The organization of colours responds to the viewer's position in a colour/space orchestrated by Molinari. His interest was in colour relationships, and equally the perceptive capacity of viewers. How much visual information can the human mind hold and with what degree of certainty?

*Bi-sériel* paintings tend to be read from one edge to the other. When a viewer's gaze crosses over the centre, or what Molinari called "the point of no return," it is game on, one's mind battling with similarity and difference, recurrence and repetition, and unity and dispersion simultaneously. Molinari's homogeneous patterns of high-saturation hues, each uniform in intensity and with a near-flat opaque materiality, frustrate the mind's overriding will to unify. This was something first enunciated by MOMA curator William Seitz when preparing *The Responsive Eye*.<sup>2</sup> In combination, the strategies enacted in *Bi-sériel violet-ocre* are what engage viewers to make the decisions that ultimately activate colour in space. Seitz wrote:

Molinari's serial repetitions produce slight variations in the resonance in each colour note across the work. By his method of repetition, Molinari implies a discursive, temporal reading of the canvas, which, like the tonalities used, is aimed at mitigating the figure-ground gestalt... Colour hovers near the painted surface and the gestalt potential of the work remains unfirm; just as each hue makes a slight equivocation where it abuts an adjoining colour.<sup>3</sup>

*Bi-sériel violet-ocre* is the work of a mature artist at the peak of his powers, a painting where colour gloriously achieves a magisterial autonomy from any obligation to represent.

We thank Gary Dufour, adjunct associate professor at the University of Western Australia, for contributing the above essay. Dufour was the curator of the exhibition *Guido Molinari, 1951 – 1961: The Black and White Paintings*, shown at the Vancouver Art Gallery, the Art Gallery of Windsor and the Art Gallery of Ontario in 1989 – 1990.

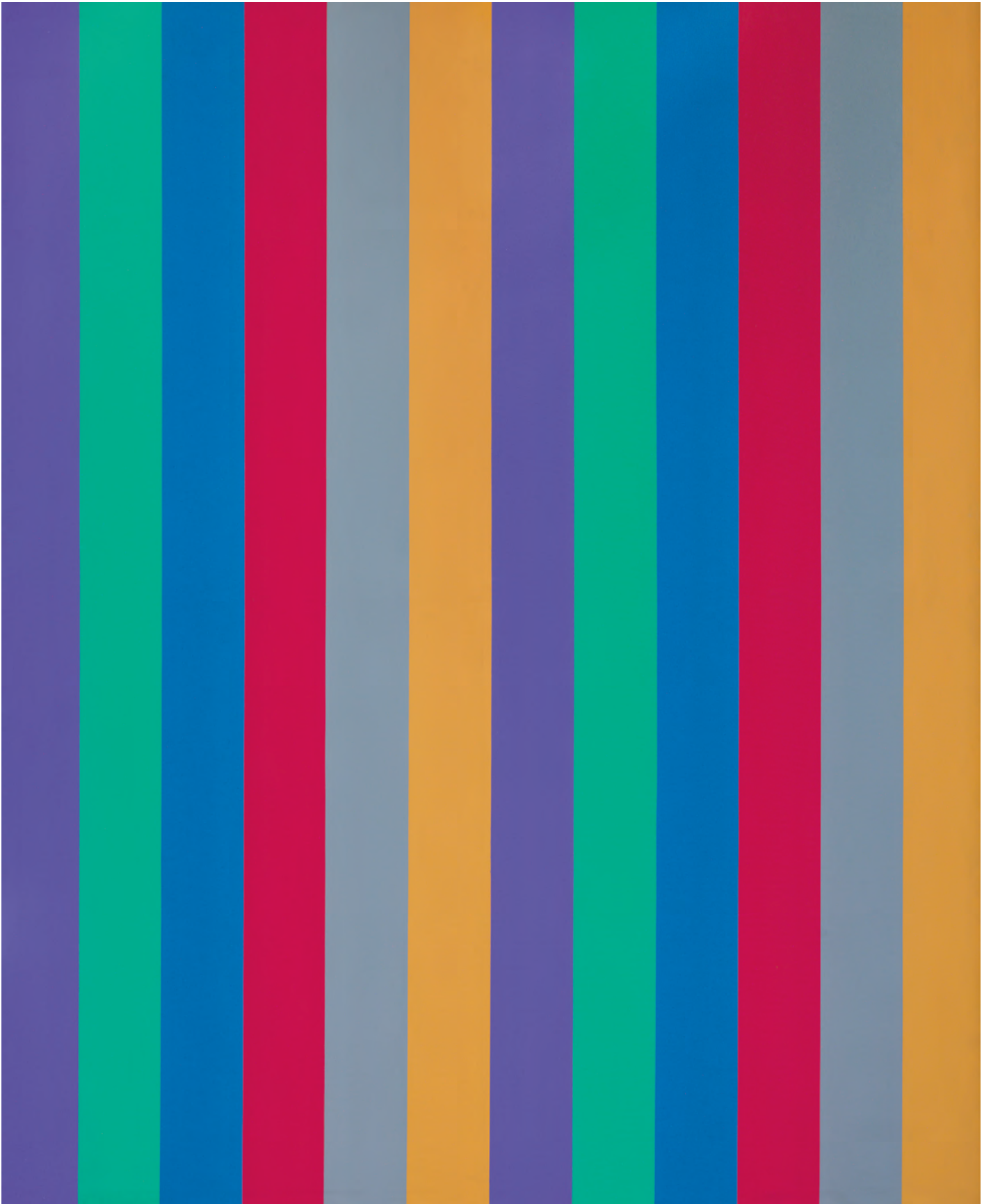
1. Guido Molinari, "Colour in the Creative Arts," in *Guido Molinari: Écrits sur l'art (1954–1975)*, by Paul Théberge (Ottawa: National Gallery of Canada, 1976), 94.

2. William Seitz, *The Responsive Eye* (New York: Museum of Modern Art, 1965), exhibition catalogue, 8.

3. Quoted in Dennis Young, *49th Parallels: New Canadian Art* (Sarasota, FL: John and Mable Ringling Museum of Art, 1971), exhibition catalogue, 15–16.

ESTIMATE: \$200,000 – 300,000





## 9 Doris Jean McCarthy

CSPWC OC OSA RCA 1910 – 2010

### Dog Team at the Berg

oil on canvas, signed and on verso

inscribed 750323, 1975

36 × 48 in, 91.4 × 121.9 cm

#### PROVENANCE

Robertson Gallery, Ottawa

Acquired from the above by a Private Collection,

Ottawa, 1975

By descent to the present Private Collection,

Edmonton

#### LITERATURE

William Moore and Stuart Reid, *Celebrating Life: The Art of*

*Doris McCarthy*, McMichael Canadian Art Collection,

1999, pages 178, 180 and 199

DORIS MCCARTHY WAS an artist, teacher and writer who made an important contribution to Canadian landscape painting. From 1926 to 1930, she studied at the Ontario College of Art, under Group of Seven artists Arthur Lismer and J.E.H. MacDonald. Through them she met Lawren Harris and visited his studio as a teenager in 1928, at a time when his simplification and purification of form and commitment to a theosophical vision of the landscape were firmly established. She experienced the storm of change that occurred in the art world around the Group at this time, and her work was influenced by their groundbreaking art. Group member A.J. Casson commented that McCarthy was “a remarkable woman who developed her own vision and stuck to it.”

Firmly immersed in the Toronto art community, McCarthy was a member of the Ontario Society of Artists, the Royal Canadian Academy of Arts and the Canadian Society of Painters in Water Colour. From 1932 to 1972, she taught art at Toronto’s Central Technical School.

The landscape was McCarthy’s artistic focus, and from a young age she developed a love for nature; her father, George McCarthy, was an early conservationist who taught her that nature was an important part of her heritage. In 1939, she

acquired land on the edge of the Scarborough Bluffs overlooking Lake Ontario. This property she called Fool’s Paradise, and it became her lifetime home and studio. She also purchased, collectively with a group of women, Keyhole Cottage on Georgian Bay, as a summer painting base.

In 1972, she made her first, fateful trip to the Arctic. She joined the Federation of Ontario Naturalists for a week, flying from Resolute to Eureka, Grise Fiord and remote islands, followed by Pond Inlet. John and Colly Scullion, who became collectors of her work, arranged a trip to view icebergs by dogsled. McCarthy commented, “In my first year in the Arctic I met my very first iceberg and I went crazy about icebergs and started doing ice form fantasies.” Many trips to the North would follow, her last taking place in 2004, at the age of 94. Her paintings of these striking forms created an important body of work, powerful and poetic.

McCarthy was part of the grand Canadian *plein air* tradition of braving the cold to paint on the spot, and she experienced the sound of ice cracking in the sub-zero cold and the tang of frigid arctic air. She also took photographs to help her develop her arctic paintings in the studio. In these works she is clearly influenced by Harris’s dramatic vision of arctic mountains and icebergs from the 1930s. However, while Harris’s arctic forms are remote and idealized, McCarthy’s portrayals, although also simplified, are infused with feeling, and in *Dog Team at the Berg*, the inclusion of the figure with the dog team (possibly an Inuit, possibly McCarthy herself), dwarfed by the size of the berg, conveys the very human sense of awe that the person must have experienced. McCarthy said of her response to the landscape, “I see it with my eyes and my mind and I respond to it with my emotions.”

In this magnificent large-scale work, the dramatic sculptural central iceberg with its pointed peak dominates. McCarthy’s fine handling of transparent effects of the berg below and above the water, along with the reflections of its surroundings on its surface, lends an ethereal element to the solidity of its form. Her palette of tones of blue and green, balanced by warm shades, is exquisite. Delicately ruffled cloud formations contrast with the geometric starkness of the berg and the landform behind it. *Dog Team at the Berg* is an outstanding work from McCarthy’s most important series, and it encapsulates her clear vision of the Far North.

**ESTIMATE: \$50,000 – 70,000**





## 10 Lawren Stewart Harris

ALC BCSFA CGP FCA G7 OSA TPG 1885 – 1970

### Painting (Formative III)

oil on canvas, on verso signed, titled, inscribed *Return to Vancouver Art Gallery / Top / Vancouver Canada / ix* and various inscriptions crossed out and stamped  
Lawren Harris LSH Holdings Ltd. #152, 1950  
41 × 51 in, 104.1 × 129.5 cm

#### PROVENANCE

Collection of the Artist  
LSH Holdings Ltd., Vancouver  
Estate of the Artist  
By descent to the present Private Collection,  
Vancouver

#### LITERATURE

*Vancouver Sun*, December 13, 1951, titled as *Formative III*, reproduced  
Ian McNairn, editor, *Lawren Harris: Retrospective Exhibition*, National Gallery of Canada, 1963, listed page 85  
Bess Harris and R.G.P. Colgrove, *Lawren Harris*, 1969, titled as *Abstraction*, reproduced page 115 and titled as *Forming Toward Beneficence*, listed page 146  
Dennis Reid, *Atma Buddhi Manas: The Later Work of Lawren S. Harris*, Art Gallery of Ontario, 1985, reproduced page 90  
Peter Larisey, *Light for a Cold Land: Lawren Harris's Work and Life—An Interpretation*, 1993, titled as *Formative III (Forming Toward Beneficence)*, reproduced page 48  
Andrew Hunter, *Lawren Stewart Harris: A Painter's Progress*, The Americas Society, 2000, reproduced page 67  
Roald Nasgaard and Gwendolyn Owens, *Higher States: Lawren Harris and His American Contemporaries*, McMichael Canadian Art Collection, 2017, titled as *LSH 152*, reproduced pages 181, 184 and 185, and a photograph of Harris with the work reproduced page 174 and a photograph of Harris painting this work reproduced page 186

#### EXHIBITED

Canadian Group of Painters, Toronto, November 10 – December 17, 1950, titled as *Formative III*, catalogue #37  
Vancouver Art Gallery, *British Columbia Society of Artists*, November 27 – December 16, 1951, titled as *Formative III*, catalogue #37



Lawren Harris with *Painting (Formative III)* in his studio at 4760 Belmont Avenue, Vancouver, May 1955  
Photo: Jack Long

Vancouver Art Gallery, *Lawren Harris: Recent Paintings*, May 10 – June 5, 1955; shown at the University of British Columbia in October 1955, titled as *Forming Toward Beneficence*, catalogue #15  
Laing Galleries, Toronto, *Lawren Harris: Abstract Paintings and Canvases and Sketches from the Group of Seven Period*, November 15 – 29, 1958  
National Gallery of Canada, Ottawa, *Lawren Harris: Retrospective Exhibition*, June 7 – September 8, 1963, traveling in 1963 to the Vancouver Art Gallery, titled as *Formative II*, catalogue #56  
Art Gallery of Ontario, Toronto, *Atma Buddhi Manas: The Later Work of Lawren S. Harris*, September 27 – November 24, 1985, traveling in 1986 to the Vancouver Art Gallery; Winnipeg Art Gallery; and Art Gallery of Nova Scotia, Halifax, catalogue #54



Lawren Harris at his Belmont Avenue studio with abstract canvases, May 1955  
 Foreground: *Painting (Formative III)*; middle ground: *Geometric Composition*; background: *White Triangle*  
 Photo: Jack Long

The Americas Society, New York, *Lawren Stewart Harris: A Painter's Progress*, September 5 – November 5, 2000, catalogue #42

McMichael Canadian Art Collection, Kleinburg, *Higher States: Lawren Harris and His American Contemporaries*, February 4 – Sept 4, 2017, traveling in 2017 – 2018 to the Glenbow Museum, Calgary, titled as *Untitled (LSH 152)*

*PAINTING (FORMATIVE III)* is a monumental work, a triumph in Lawren Harris's pursuit of conveying the primal, underlying and indescribable beauty that he experienced in the world. He wrote, "To the artist, his art is adventure in which he seeks to regain unity

with nature and the knowledge of his own immortal being."<sup>1</sup> For Harris, after 1934 this mission was fundamentally reliant on the opportunities that abstraction provided, and his writings demonstrate his growing feelings of limitation by the constraints of landscape forms: "My purpose in attempting to paint abstractions is that there is at once more imaginative scope and a more exacting discipline in non-objective painting. I have had ideas insistently forming which could not be expressed in representational terms."<sup>2</sup>

After increasingly abstracting his landscape subjects throughout the 1920s, Harris experienced major changes in his personal life in the 1930s, including a relocation to the United States and marriage to fellow artist Bess Larkin Housser. These changes

were accompanied by a newfound conviction that non-objective abstraction was the path forward. “There is no doubt in my mind that it enlarges the range, the scope of painting enormously. It replaces nothing. It adds to the realm of painting. It makes possible an incalculable range of ideas that the representational painting is closed to. It increases the field of experience, enlarges it and that is surely all to the good,” he wrote to a skeptical Emily Carr in 1936, clearly stating, “As for me, there is for the present no other way.”<sup>3</sup> Yet this newfound enthusiasm was not meant to be a deviation from the spirit of his prior artistic output, but a continuation and expansion of its exploration. After experiencing Carr’s lack of enthusiasm, he wrote to her again in 1937, further elucidating the approach that he and Bess were taking: “You ask about our abstract endeavors . . . I try always to keep away from the representational however—for it seems the further I can keep away and into abstract idiom the more expressive the things become—yet one has in mind and heart the informing spirit of great Nature.”<sup>4</sup>

The task of separating himself from the semi-abstract landscape style that he had mastered with his own unique voice was a task Harris viewed as integral in the universal development of all art. Around the time when he was painting *Painting (Formative III)*, he drafted what would be published in 1954 as *A Disquisition on Abstract Painting*, describing this process of emancipation:

In actuality the art of painting in all ages “begins where imitation ends.” It may be an equivalent, a re-creation of the experience of things seen in nature but there has always been inherent in it throughout the centuries the possibility of an art independent of representing things seen in nature. Anyone who has truly experienced the great masterpieces of the past in the light of present-day creations in the art of painting cannot fail to see the inevitable attempt to extricate the art from imitation or representation of nature.<sup>5</sup>

It was in works such *Painting (Formative III)* and *Nature Rhythm* (collection of the National Gallery of Canada), both done at the start of the 1950s, that Harris reached the summit of his artistic vision for non-representational painting and the synthesis of poetic forces of nature unshackled from geometric space and recognizable structure. With its muted tones and swirling layers of ethereal forms, this work demonstrates that Harris is a master of his own form of Abstract Expressionism, which he saw as a “new realm of imagination,” providing the freedom he believed necessary for his vision.<sup>6</sup>

As an artist who worked through iteration, large canvases, whether landscape or abstract, almost without exception had preceded works that allowed Harris to distill and hone his vision. In his attempts to distance his work from the representational, the sources for Harris’s abstract expressions were varied and often experimental. Many of his canvases had their origins in pencil sketches, which for a time he did through so-called automatic drawing, letting the pencil trace paths across a sketching pad with as little conscious direction as the artist could muster. But Harris also worked from more intentional places—creating pencil sketches of landscapes and overlaying sweeping rhythmic

lines, some that lined up with the major natural forms, and many that deviated, with the final result only recognizably linked when the process is known. He did something similar with partially scraped-off landscape oil panels from the 1920s. Through this approach, he was able to retain the organic and familiar shapes that communicated the underlying truth of nature’s grand presence, but without the constraints of the inevitable narratives associated with distinguishable landscapes.

This painting, having never left the Harris family, is the most published and exhibited abstraction by Harris; it has been featured in almost every major exhibition of the artist’s since the 1950s and in every major publication of his abstract works. The significance of the work is further enshrined by the fact that it was chosen by Harris to be featured alongside him when he was photographed in May 1955 by Jack Long, a still photographer from the National Film Board of Canada. Long visited Harris at his home to capture his artistic practice and work, as part of the NFB’s mission to document Canada and Canadians. While *Painting (Formative III)* was completed several years earlier, and already had been framed and exhibited, Harris’s selection of it demonstrates its favour in the eyes of the artist. Shortly after the photograph was taken, the painting would go on to be displayed at the Vancouver Art Gallery, titled as *Forming Toward Beneficence*, in one of the many exhibitions it has been featured in over the past 70 years.

With musicality, tension and invigorating presence, this painting’s symphony of warm and cool forms enraptures the viewer, leaving no doubt that Harris’s aspiration to translate his inspiration into “a suggestion of eternal meaning” has been achieved here.<sup>7</sup> As with his prowess in creating unique representations of landscape subjects, his stylistic development and use of shape and line are exceptional and definitively individual. Well versed in the vast spectrum of modern art (including Abstract Expressionism) during his time, Harris managed to find, once again, a distinctive voice to communicate his vision, encapsulated perfectly by *Painting (Formative III)*.

We thank Alec Blair, Director/Lead Researcher, Lawren S. Harris Inventory Project, for contributing the above essay.

1. Lawren Harris, quoted in Bess Harris and R.G.P. Colgrove, eds., *Lawren Harris* (Toronto: Macmillan, 1969), 7.

2. *Ibid.*, 91.

3. Harris to Emily Carr, May 3, 1936, Emily Carr Papers, MS-2181, box 2, folder 3, BC Archives, Victoria.

4. Harris to Carr, April 15, 1937, *ibid.*

5. Lawren Harris, *A Disquisition on Abstract Painting* (Toronto: Rous & Mann Press, 1954), 7.

6. *Ibid.*, 11.

7. Quoted in Harris and Colgrove, *Lawren Harris*, 87.

**ESTIMATE: \$200,000 – 250,000**





## 11 Jean Paul Riopelle

AUTO CAS OC QMG RCA SCA 1923–2002

### Hivernage

oil on canvas, signed and on verso titled and dated 1977 on the gallery labels  
34 ¾ × 45 ¾ in, 88.3 × 116.2 cm

#### PROVENANCE

Pierre Matisse Gallery, New York  
Acquavella Gallery, New York  
Private Collection, Toronto

#### LITERATURE

Kitchener-Waterloo Art Gallery, *Riopelle*, 1980,  
reproduced page 30  
Yseult Riopelle, *Jean Paul Riopelle Catalogue  
Raisonné, Volume 5, 1972–1979*, 2021, page 217,  
catalogue #1977.143H.1977

#### EXHIBITED

Gallery Moos Ltd., Toronto, 1978, catalogue #18  
Kitchener-Waterloo Art Gallery, *Riopelle*, September 18 –  
November 16, 1980, catalogue #32  
Galerie Simon Blais, Montreal, *Jean Paul Riopelle—  
Papiers géants, Oeuvres sur papier de grand format*,  
August 8 – September 29, 2007

DURING THE 1970S, after living in France for nearly 30 years, Jean Paul Riopelle came back to “la belle province” on several hunting and fishing trips. On these occasions, he traveled multiple times to the Far North, a region that fascinated him. He went to Pangnirtung (Baffin Island, Nunavut) in 1969, to James Bay in 1971, to Hudson Bay in 1972, and to Georges River from 1975 to 1976. Finally, in the summer of 1977, he made one of his most important excursions to the Canadian North, returning to Pangnirtung with Theo Waddington of Waddington Galleries; Champlain Charest, Riopelle’s friend, also a radiologist and pilot; and Claude Duthuit, son of art historian and critic Georges Duthuit. The dramatic northern landscape made a significant impact on the artist, as is evident from his statement:

Obviously, if I’d gone to the Mediterranean I’d never have come back with paintings like this, but in the Arctic nothing is clear-cut. All is not black and white. The sky, though, seems black, really black. If I painted a sky that way, no one would believe me. And on the ground, there’s not even white snow. There’s ice that’s grey, transparent.

The icebergs are fantastic to see, they’re like white mushrooms that melt, alter, shift until they find a new equilibrium. If they weren’t perfectly balanced, they wouldn’t stay put. That’s sculpture! But the most extraordinary thing is to hear them. They make an incredible noise as they turn, like an explosion.<sup>1</sup>

The Far North’s icebergs and ice floes were a source of artistic renewal for Riopelle and quickly became his favourite subject. The resulting *Iceberg* series, dated 1977, is one of the artist’s

last major series in oil, consisting of about 30 paintings. They were executed between his studios in L’Estérel, in Quebec, and Saint-Cyr-en-Arthies, in France. Using only black, white and grey pigments—an impressive economy of colours—Riopelle showcases the virtuosity of his palette knife by achieving highly textured surfaces. These peaks and valleys of paint create dramatic effects of shadow and light on the canvas, and recall the same dazzling luminosity of the icebergs Riopelle observed in Pangnirtung.

*Hivernage* is a remarkable example of the *Iceberg* series. The canvas is bisected in two halves, one white and one black, perhaps suggesting a horizon line. In its lower half, touches of luminous white hover over the dark background, once again evoking the series’ titular icebergs. Although Riopelle often drew inspiration from nature—“I don’t take anything from Nature, I move into Nature . . .,” he said—this inspiration is especially evident with the *Iceberg* paintings.<sup>2</sup> Here, he treads the line between abstraction and figuration, looking to elicit a feeling of the northern landscape and to embody its glacial environment. Author Ray Ellenwood wrote in his essay on Riopelle’s work *La ligne d’eau*, a colossal example of the *Iceberg* series (sold at Heffel in fall 2020): “[Riopelle] was more interested in what I would call evocation. It is astonishing how he conveys such an impression of movement—of physical mass as well as light—using many of the techniques of his early gestural abstractions.”<sup>3</sup> Furthermore, art historian Guy Robert wrote: “From the sources and resources of closely observed nature, [Riopelle] retains only the framework of visual and pictorial elements that allow him to structure his emotions and present us with versions, dynamic visions, divested of their anecdotal and touristic references.”<sup>4</sup>

The title of this painting is noteworthy, since works from that period, including the *Iceberg* series, often have titles that are evocative of the North, winter or nature. *Hivernage* is a French term used to designate the winter period during which activities slow down or stop due to glacial temperatures.

The Audain Art Museum in Whistler will hold the exhibition *Riopelle: The Call of Northern Landscapes and Indigenous Cultures* from October 23, 2021 to February 21, 2022. This show originated at the Montreal Museum of Fine Arts and will travel in 2022 to the Glenbow Museum, Calgary, and the Beaverbrook Art Gallery, Fredericton.

1. Riopelle quoted in *Jean Paul Riopelle* (Montreal: Montreal Museum of Fine Arts, 1991), exhibition catalogue, 198.

2. Quoted in Gilbert Érouart, *Riopelle in Conversation* (Concord, ON: House of Anansi Press, 1995), 25.

3. Ray Ellenwood, essay in *Post-War & Contemporary Art* (Vancouver, BC: Heffel Fine Art Auction House, 2020), 83.

4. Guy Robert, *Riopelle, ou La poétique du geste* (Montreal: Éditions de l’Homme, 1970), 71.

**ESTIMATE: \$175,000 – 225,000**

PROPERTY OF AN IMPORTANT CALIFORNIA TRUST



## 12 Alexander Colville

PC CC 1920 – 2013

### Night Walk

acrylic polymer emulsion on board, on verso

signed, titled, dated 1981 and inscribed

*Winsor & Newton Acrylic / 45 × 45 cm*

17 ¾ × 17 ¾ in, 45 × 45 cm

#### PROVENANCE

Fischer Fine Art Limited, London

Mira Godard Gallery, Toronto

Galerie Claude Bernard, Paris

Dr. Morton Shulman, Toronto

Heffel Gallery Limited, Vancouver

Private Collection, Barbados

Heffel Gallery Limited, Vancouver

Acquired from the above by an Important Private

Collection, California, November 27, 1998

An Important California Trust

#### LITERATURE

David Burnett, *Colville*, Art Gallery of Ontario, 1983,

mentioned page 210, reproduced page 211, listed page 251

#### EXHIBITED

Art Gallery of Ontario, Toronto, *Alex Colville: A Retrospective*, July 22 – September 18, 1983, traveling in 1983 – 1984 to the Museum Ludwig, Cologne; Dalhousie Art Gallery, Halifax; Staatliche Kunsthalle, Berlin; Montreal Museum of Fine Arts; and Vancouver Art Gallery, catalogue #120, with a smaller portion of this exhibition including *Night Walk* traveling in 1984 – 1985 to the Beijing Exhibition Centre; Shan Museum, University of Hong Kong; Tokyo Metropolitan Teien Art Museum; and Canada House, London, catalogue #11

ALMOST A DECADE after his death, works by Alex Colville continue to garner both popular and critical acclaim. Colville was much celebrated in his lifetime, officially as well as in everyday Canadian society—for example, he was named a Companion of the Order of Canada (1982) and was the subject of several highly successful retrospectives. On the populist front, he was the creator of the 1967 Centennial coin set whose images also adorn a considerable number of book and music album covers—Colville's great gift was to give audiences ready access to the profundities of life.



*Night Walk* in the frame made by Alex Colville

*Night Walk* offers such an opportunity. Meticulously composed and painted, the image is easy to read. A dignified figure (modeled on Colville's maternal grandfather) is led by his Seeing Eye dog along a sidewalk at night, the two figures framed by thick, dark green foliage. The bright street light illuminates its immediate surroundings, highlighting the dog's back, the front of the man's grey suit and, in a visual echo typical of Colville, the rounded top of the man's hat. Colville makes sure that we can see the paradoxes here. This is a night scene about light, and it is structured around juxtapositions and replacements that, in their familiarity, pose philosophical questions.

Perhaps the least obvious physical and conceptual substitution is the way that the lamp standard mimics the trunk of one of the trees that form a backdrop in this image. Colville shows us the contrast between human technology in its perfect rectilinearity and the slightly angled tree trunk just behind. He worked out

**ALEXANDER COLVILLE****Dog and Bridge**

acrylic polymer emulsion on board, 1976

35 1/2 x 35 1/2 in, 90.2 x 90.2 cm

Private Collection

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Not for sale with this lot

the geometry of this relationship in preparatory drawings and its mood in the fully coloured drawing *Night: Street Light and Tree* (1981), which contains only the lamp, sidewalk and trees. But Colville's passion is to understand human relationships.

The central substitution in the painting *Night Walk* is the dog's sight for that of his owner. As plotted in *Study for Night Walk*, lot 13 in this sale, the dog's eyes are slanted slightly upwards, suggesting that it is actively guiding its master. The man, on the other hand, looks straight ahead, dependent on prosthetic eyes and the sense of touch made explicit by his grip on the animal's harness. The interdependence of human and dog is clearly successful; they are walking, and it is night. The dog sees; the man does not. Their harmony is at once remarkable and quotidian.

Each Colville painting is the product of laborious preparation and execution. *Night Walk* readily constructs its own world of associations. This independence is one of the appeals of Colville's artworks. Yet knowing more about his propensities expands our understanding and appreciation of this painting. Speaking

generally, Colville was preoccupied with what we might call the intimate distance between human and both domesticated and wild animals. We depend on one another but do not—cannot—fully understand what the other sees. Some of his best-known works explore such connections and distinctions. *Dog and Child* (1952) suggests a mutual innocence. *French Cross* (1988) memorably depicts a young woman on horseback reflecting on the expulsions of the Acadians from Nova Scotia. *Dog and Groom* (1991) shows the artist's own devotion to his pet, as does the serigraph *Black Cat* (1996), which depicts one of the Colvilles' felines playfully disrupting the geometrical perfection of his drawing tools.

The more one reflects on *Night Walk* in the context of Colville's central themes, the more pivotal it becomes. *Dog and Priest* (1978) also powerfully establishes the substitution of a dog's sight for that of humans. While there is no suggestion that the priest is blind, as both gaze out over the ocean, we see the dog's eye from the side, not those of its master. Both wear collars, but presumably "see" quite differently; both remain enigmatic. Closer still to *Night Walk* is *Dog and Bridge* (1976), one of Colville's most famous works. We would likely not see the connection without knowing that the drawing *Seeing-Eye Dog, Man and Bridge* and its preparatory study (both from 1968) anticipated by a decade the concerns of *Dog and Bridge*.

Colville had been ruminating on the theme of blindness and sight and location for all this time. He rejected his early formulation of the scene, however, changing its components radically by 1976. The man is removed; we see instead a close-up of both dog and bridge. Shortly after *Dog and Bridge* was completed, Colville said in an interview that "the original plan... was to have a blind man and a dog crossing the bridge," an uncomfortable scene to witness. But "the image with the man was, in Colville's mind, 'too corny,'" <sup>1</sup> the artist said, by which he likely meant "too obvious." Human contact is nonetheless suggested in *Dog and Bridge*. The animal looks slightly up, as if waiting for a command from someone bending over. A blind person may depend on a Seeing Eye dog as a technology, but for Colville, this would be only one of many possible relationships to explore visually. He does not limit our options in this way as he further investigates blindness, sight and insight in *Night Walk*.

We thank Mark Cheetham, Professor of Art History at the University of Toronto and author of *Alex Colville: The Observer Observed*, for contributing the above essay.

1. Quoted in Virgil Hammock, "Alex Colville: la perfection dans le réalisme / Alex Colville: Perfection and Reality," *Vie des Arts* 21, no. 84 (automne 1976): 88.

**ESTIMATE: \$400,000 – 600,000**



### 13 Alexander Colville

PC CC 1920 – 2013

#### Study for Night Walk

ink on paper, dated 21 Dec. 81 and 22 Dec.  
and on verso titled on the gallery label  
and dated 14 Oct. 80  
9 x 9 in, 22.9 x 22.9 cm

#### PROVENANCE

Heffel Gallery Limited, Vancouver  
Acquired from the above by an Important Private Collection,  
California, November 27, 1998  
An Important California Trust

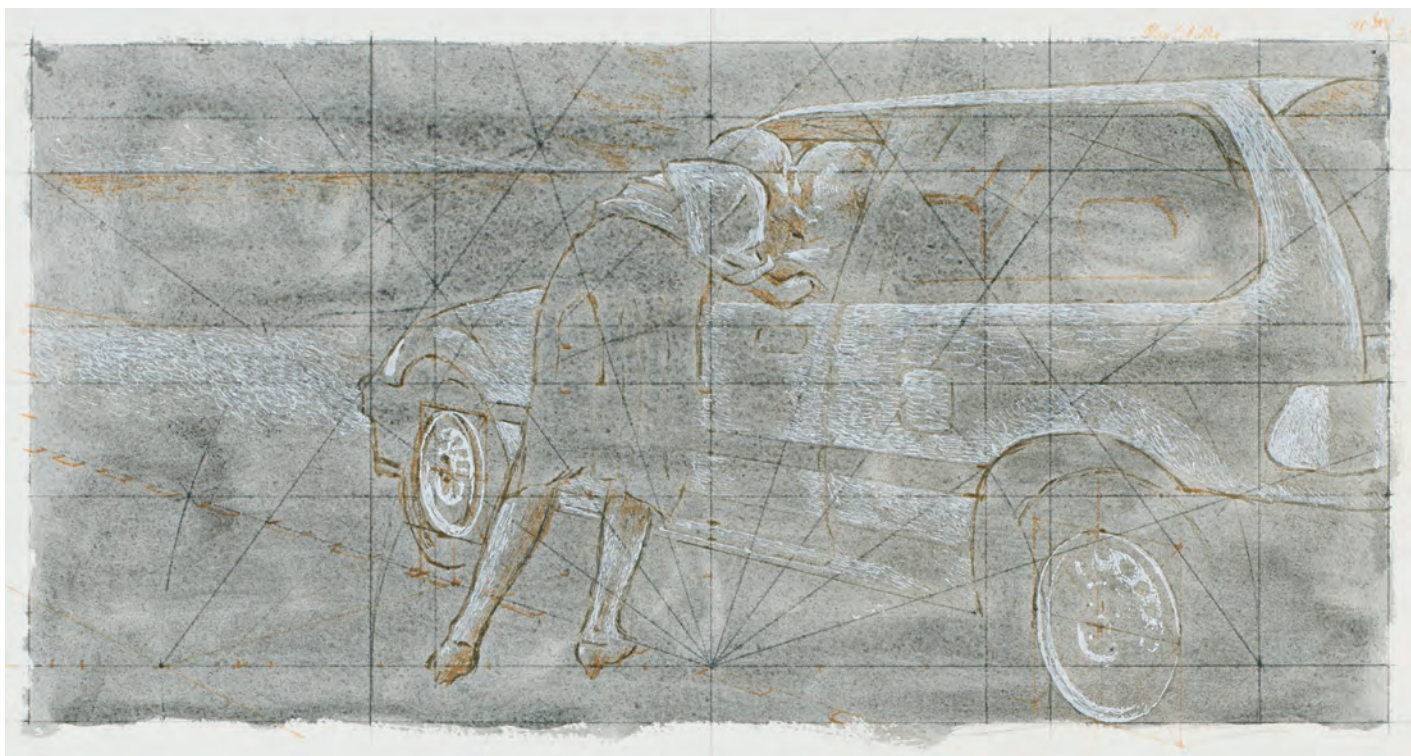
ALEX COLVILLE'S EXACT preparatory drawings have a remarkable appeal in themselves and augment our understanding of the paintings they precede. There are several studies for the painting *Night Walk*, lot 12 in this sale. This example is notably complete as a composition in its own right—and potent in what it encourages us to focus on in *Night Walk*.

While we might naturally focus primarily on the man and his Seeing Eye dog, this drawing is as much about the energy field of light that they enter (and pass through, presumably). The pentimenti around both figures fortuitously suggest movement. In the moment we see, however, both are held—in fact, made available to our vision—by the perfect circle of illumination that Colville inscribes around the street lamp. The lamplight defines what the dog can see, and what we as viewers can see of this pair. Typically for Colville, the image is about sight from many perspectives: human, animal and technological.

We thank Mark Cheetham, Professor of Art History at the University of Toronto and author of *Alex Colville: The Observer Observed*, for contributing the above essay.

Please note: the image size is 9 x 9 inches and the paper sheet size is 9 x 12 inches.

**ESTIMATE: \$12,000 – 16,000**



## 14 Alexander Colville

PC CC 1920 – 2013

### Study for *Kiss with Honda*

ink wash and acrylic on paper, signed and dated  
30 Sept. and 2 Oct. in the margin and on verso  
titled and dated 1989 on the gallery label  
6 ¼ × 12 ¾ in, 15.9 × 31.4 cm

#### PROVENANCE

Heffel Gallery Limited, Vancouver  
Acquired from the above by an Important  
Private Collector, California, August 16, 1997  
An Important California Trust

#### LITERATURE

Philip Fry, *Alex Colville: Paintings, Prints and Processes, 1983 - 1994*, Montreal Museum of Fine Arts, 1994, page 94, the 1989 acrylic painting *Kiss with Honda* and a preparatory graphite drawing reproduced page 94

A car at night, tail lights, departure.

I even like Rodin's "The Kiss," and Shakespeare's Antony:

"I am dying, Egypt, dying; only

I here importune death awhile, until

Of many thousand kisses the poor last

I lay upon thy lips."

—ALEX COLVILLE

THIS FINE PREPARATORY ink and acrylic study for Alex Colville's 1989 painting *Kiss with Honda* depicts Colville and his wife Rhoda sharing a kiss before he heads out from home. It shows the affection between the couple, the result of a long and fulfilled relationship. This composition includes the geometrical sightlines that Colville used to carefully hone his image, and he has settled on the positioning of the central figures and the car that are finalized in the painting. This image concerns time arrested—the past of memories shared occupies the present for a moment in which the couple exist only for each other, their separateness temporarily suspended. Colville's poignant departure is symbolic of our temporal existence on the journey of life, in which we never know what will come, we can only fully occupy the moments of the present. Colville's extraordinary realist images such as *Kiss with Honda* go far beyond the literal—they extend into the subtle realms of existence.

Please note: the image size is 6 ¼ × 12 ¾ inches and the paper sheet size is 7 ¾ × 13 ½ inches.

**ESTIMATE: \$20,000 – 30,000**



## 15 Edward John (E.J.) Hughes

BCSFA CGP OC RCA 1913 – 2007

### Near the Forest Museum, Duncan

watercolour on paper, signed and dated 1998  
and on verso signed, titled and dated  
20 x 24 in, 50.8 x 61 cm

#### PROVENANCE

Dominion Gallery, Montreal  
Estate of Dr. Max Stern, Montreal  
Private Collection, Vancouver  
Sold sale of *Canadian Post-War & Contemporary Art*,  
Heffel Fine Art Auction House, May 15, 2013, lot 3  
Acquired from the above by the present Private Collection,  
Vancouver

#### LITERATURE

Ian M. Thom, *E.J. Hughes*, Vancouver Art Gallery,  
2002, page 187  
Robert Amos, *E.J. Hughes Paints Vancouver Island*, 2018,  
the 1993 graphite sketch entitled *Near the Forest Museum*,  
*Duncan, BC* reproduced page 102

AS IAN THOM states, “By 1980, E.J. Hughes was the most important landscape painter working in British Columbia.” Hughes lived in Duncan, on Vancouver Island, and focused on the surrounding Cowichan Valley for his subjects. This outstanding watercolour was created based on a finely finished graphite drawing from 1993, sketched from a vantage point near Somenos Marsh on the Trans-Canada Highway north of Duncan. It depicts the the BC Forest Museum, now called the BC Forest Discovery Centre, which chronicles the history of logging in British Columbia on a 100-acre site with indoor and outdoor exhibits; the site includes a forest with nature trails and a heritage railway. True to Hughes’s customary style, nature dominates the scene, while the more subtle evidence of humans appears in the sign and small houses in the background. By 1991 Hughes had turned his full attention to watercolour, a medium he was a master of, exhibiting fine attention to detail and seemingly effortless washes. In *Near the Forest Museum, Duncan*, Hughes captures the atmosphere of tranquility that is an integral part of the Cowichan Valley, through the painting’s lush green vegetation and towering trees, softly glowing sky and serene marshland.

**ESTIMATE: \$25,000 – 35,000**





## 16 Alexander Colville

PC CC 1920 – 2013

### Study for Night Walk

ink and acrylic on mat board, dated June 21, 23, 24, 1981

and on verso titled and dated on the labels

9 ¾ x 7 ¾ in, 24.8 x 19.7 cm

#### PROVENANCE

Collection of the Artist

Heffel Gallery Limited, Vancouver

Dr. Ken Dornan, Vancouver

Acquired from the above by the present Private Collection,  
British Columbia

#### LITERATURE

David Burnett, *Colville*, 1983, the 1968 pencil drawing

*Study for Seeing-Eye Dog and Man* reproduced page 208

*Alex Colville*, Heffel Gallery Limited, 1989, reproduced  
and listed, titled as *Night Walk #1*, unpaginated

#### EXHIBITED

Art Gallery of Ontario, Toronto, *Alex Colville: A Retrospective*,

July 22 – September 28, 1983, traveling in 1983 – 1984 to

Museum Ludwig, Cologne; Dalhousie Art Gallery, Halifax;

Staatliche Kunsthalle, Berlin; Montreal Museum of Fine Arts;

and Vancouver Art Gallery, catalogue #130 with a smaller

portion of this exhibition including *Study for Night Walk*

traveling in 1984 – 1985 to the Beijing Exhibition Centre;

Shan Museum, University of Hong Kong; Tokyo Metropolitan

Teien Art Museum; and Canada House, London, catalogue #32

Heffel Gallery Limited, Vancouver, *Alex Colville*, October 7 – 31,  
1989, titled as *Night Walk #1*, catalogue #15

MARK CHEETHAM (in the essay for lot 12) states that about a decade previous to the 1981 painting *Night Walk*, Alex Colville was already working with the concept of blindness, and included a blind man in preparatory studies for the 1976 painting *Dog and Bridge*. However, he changed his concept to include only the dog—a German shepherd. In our *Study for Night Walk* from 1981, a late-stage ink and acrylic work, Colville includes a different dog from the golden Lab of the final painting *Night Walk*—the animal from *Dog and Bridge*. This choice is made clear in a 1968 pencil drawing, an early idea for *Dog and Bridge*, which depicts the German shepherd.

It is fascinating to see how Colville experimented with parallel ideas for his blind man over time, and in this work we see the echo of his previous idea in the breed of the dog. In *Study for Night Walk*, the setting is the same as the painting—the wall of rich green vegetation and the lamp standard illuminating the



verso

scene—but the man faces forward, led by the alert and focused dog. It is less obvious that he is blind, as his face is seen from the side—the viewer is only made aware of the fact by the dog's harness. *Study for Night Walk* is a rare alternative image, an extraordinary drawing that reveals Colville's rich and inventive imagination, always experimenting with his ideas and carefully honing them.

Accompanying this lot are the catalogue from the 1989 Heffel Gallery exhibition in which this work was included and David Burnett's 1983 book, *Colville*.

There is a preparatory drawing on verso.

**ESTIMATE: \$25,000 – 35,000**



## 17 Jean Paul Lemieux

CC QMG RCA 1904 – 1990

### Midi (Noon)

oil on canvas, signed and dated 1962  
and on verso titled on the gallery label  
27 × 44 in, 68.6 × 111.8 cm

#### PROVENANCE

Roberts Gallery, Toronto  
Jack Ryrie, Toronto  
Collection of Mr. and Mrs. William P. Wilder,  
Toronto

#### LITERATURE

*Jean Paul Lemieux Retrospective Exhibitions*, Art Gallery  
of London, 1966, listed, unpaginated  
Guy Robert, *Lemieux*, 1975, reproduced page 190

#### EXHIBITED

Art Gallery of London, *Jean Paul Lemieux Retrospective  
Exhibitions*, February 1–26, 1966, traveling in 1966  
to the Kitchener-Waterloo Art Gallery, catalogue #31

LOOKING AT *MIDI (NOON)*, a remarkable composition painted in 1962, one may well wonder how Jean Paul Lemieux could have claimed, “I am not a landscape painter. Don’t call me that.”<sup>1</sup> To justify this assertion, he pointed out that he was too attached to painting figures to be categorized as a landscape painter. It is true that in his production the human figure is omnipresent, very often seen against a landscape. As well, there are a few instances of “pure” landscape, that is, scenes devoid of any sign of human activity. The iconography of Lemieux’s landscapes includes many hints of human intervention. In that regard, his approach falls within the Quebec tradition of landscape, as opposed to the vision of the Ontario painters of the Group of Seven, who celebrated the virgin wilderness of the Canadian North.

*Midi (Noon)* is a good example of Lemieux’s conception of the landscape. Despite the absence of figures, a human presence taming the terrain is indicated by the mounds of hay lined up in a golden field and the tiny white spots suggesting houses or farm buildings. By adding an immense sky that takes up four-fifths of the composition, the painter sublimates nature, for as he said, “The exterior world interests me only insofar as it allows me to express the world I bear within myself. In my figures and landscapes, I am simply trying to convey the solitude that characterizes us.”<sup>2</sup>

The noonday sky is covered with a light atmospheric veil. The sweeping blue-grey plane is enlivened with tones of mauve. Lemieux did not want a large area of solid colour like those found in the *Plasticien* and abstract paintings prevalent at the time. The sky is laced with faint vibrations that echo the colours that have been carefully applied to the canvas in layers. The evanescent, immaterial effect of the sky contrasts sharply with the lines of force in the perspectival space of the ground, guiding the gaze to follow the curves and linear arrangement of the hay mounds. The eye is drawn across the scene to the far distance, where river and mountain meet on the slanting horizon.

Could this view have been captured on Île-aux-Coudres, an island opposite the town of Baie-Saint-Paul in the Charlevoix region? Starting in the late 1950s, the artist and his family spent half the year there. The river at the right and the circular effect of the wheat field and marshy area at the left lead one to think so. Be that as it may, Lemieux’s other landscapes from 1962—such as *Les glaces au bord de la mer*, *Les îles affligées* and *Solitude de l’homme* (all in private collections)—are among the painter’s most minimalist, and almost “abstract.” Lemieux returned to the theme of the harvest in 1965 and 1966.

In the early 1960s, Lemieux’s work began being disseminated in Ontario—particularly in Toronto at the Roberts Gallery, Mira Godard Gallery and Canadian Fine Arts. In 1941, the Art Gallery of Toronto had been the first museum outside Quebec to acquire a work by Lemieux: *Lazare* (1941). It was also in Ontario that Lemieux’s first retrospective exhibition took place, organized by the Art Gallery of London and Kitchener-Waterloo Art Gallery in early 1966. Visitors to the show had the opportunity to see *Midi (Noon)*—to our knowledge, the only public presentation of this magnificent painting that so beautifully exemplifies the artist’s classic period.

We thank Michèle Grandbois, author of *Jean Paul Lemieux au Musée du Québec*, for contributing the above essay, translated from French. This work will be included in Grandbois’s forthcoming catalogue raisonné of the artist’s work.

1. Quoted in Patrick Nagle, “Timeless Painter from Quebec,” *Weekend Magazine* (Montreal), March 16, 1963, 19.

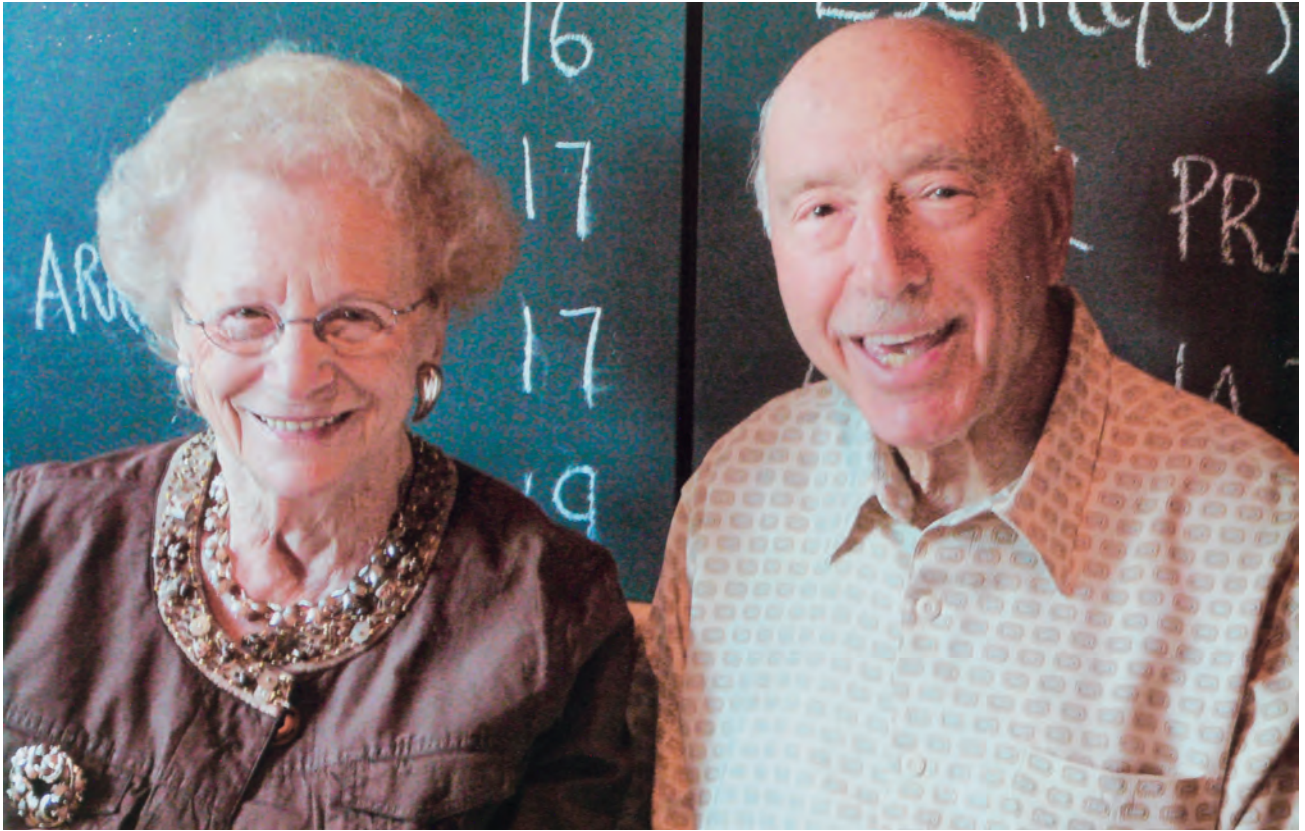
2. Quoted in Jacques Thériault, “Un monde pictural étrange mais fascinant. J.-P. Lemieux s’explique sur sa nostalgie,” *Le Devoir* (Montreal), September 18, 1971, 11, author’s translation.

**ESTIMATE: \$70,000 – 90,000**

**PROPERTY OF THE ESTATE OF MARY AND HARRY KLONOFF**



Mary and Harry Klonoff, Crystal Cruises, circa 1997  
Courtesy of the family of Mary and Harry Klonoff



Mary and Harry Klonoff at Harry's retirement from the University of British Columbia, circa 1989  
Courtesy of the family of Mary and Harry Klonoff

Heffel is pleased to offer an exceptional group of works from the Estate of Mary and Harry Klonoff, both of whom were passionate collectors and admirers of the arts.

Dr. Harry Klonoff met the love of his life, Mary Klonoff (Plosker), in 1937 at the age of 13 years, in Winnipeg. They fell in love shortly thereafter, were married in 1948 and were inseparable for the next 68 years.

Harry received his undergraduate degree in psychology from the University of Manitoba, his master's degree from the University of Toronto, and his PhD in psychology from the University of Washington in 1954. He had a long and fulfilling career as a professor and psychologist, working at the University of British Columbia for 30 years, following which he opened his own clinical private practice, with the assistance of Mary. Harry served as a professor emeritus of psychiatry at UBC from 1990 until his passing in 2016. Mary attended the University of Manitoba as well, and subsequently served as a docent for the Vancouver Art Gallery and then as a realtor at LePage Realty.

Mary and Harry traveled the world together and dedicated much of their precious time to their family. In 1954, the couple welcomed twins Hillary and Pamela into the world, followed by their youngest daughter, Melanie, in 1957.

The couple loved the arts, and drew meaning and inspiration from it. They were passionate about acquiring both Canadian historical and contemporary paintings, and in particular works by the Group of Seven. They also collected Northwest Coast Indigenous masks, as well as Inuit carvings. A weekly highlight for the couple was searching for special artworks that gave them inspiration in South Granville, Vancouver; they would hold hands, admire their favourite works, and share in their love of art together. Art was a powerful bond between them, and it stimulated their imagination throughout their lives.

Additional works from the collection will highlight Heffel's online auctions this fall, including examples by Arthur Lismer, Jock Macdonald and Gordon Smith, among others.



## 18 Paul-Émile Borduas

AUTO CAS QMG RCA 1905 – 1960

### Métropole minérale

oil on canvas, signed and dated 1952  
and on verso titled on the labels  
10 x 8 ½ in, 25.4 x 21.6 cm

#### PROVENANCE

Galerie Agnès Lefort, Montreal  
Mr. and Mrs. D.R. Doig, Manitoba  
The Art Emporium, Vancouver  
Estate of Mary and Harry Klonoff, Vancouver

#### LITERATURE

François-Marc Gagnon, *Paul-Émile Borduas (1905–1960): Biographie critique et analyse de l'oeuvre*, 1978, listed, catalogue #9, titled as *Métropole minérale (ou Métropole végétale)*, page 488  
François-Marc Gagnon, *Paul-Émile Borduas*, Montreal Museum of Fine Arts, 1988, pages 103 and 104

#### EXHIBITED

Paul-Émile Borduas's studio, Saint-Hilaire, *Dernière exposition—des derniers tableaux—à la maison de Saint-Hilaire*, April 26–27, 1952, catalogue #9

IN HIS ILLUMINATING and definitive text for the catalogue accompanying Paul-Émile Borduas's major retrospective exhibition at the Montreal Museum of Fine Arts in 1988, François-Marc Gagnon introduced us in detail to the artist's thoughts about the essence of creating his non-figurative images. The catalogue excerpts an interview by Maurice Gagnon with Borduas that starts, "I have no preconceived idea... I obey whatever impulse comes first," and concludes with Borduas's statement, "So many mental acts, then, intellectual work—work governed by the painter's own very thorough training—intellectual work in constant fusion with the artist's sensibility, a sensibility which here, as in other aspects of the work of art, brings forth the melody, the poetic quality." As the elder scion of the Automatist group, Borduas set the philosophical, political and creative path for a generation of artists in Quebec and beyond. Then, in 1953, at the age of 48, he abandoned the supportive comforts of his growing following to devote himself to artistic freedom abroad, just one year after painting *Métropole minérale*, a fine example of his oeuvre.

It is not often that we come across a work that was first exhibited in Borduas's own studio in Saint-Hilaire in 1952, and therefore we are doubly pleased to have *Métropole minérale* come to light once again this year. It should be noted that Borduas advertised this brief showing of 18 works as the last that would take place in Saint-Hilaire, a site so significant to his earliest productive years. It would seem that the event was a *bon voyage* to his life there, since he was about to leave Canada behind to revisit Paris and ultimately settle in New York City. Fortunately, Borduas was in the habit of compiling lists to keep track of the titles and histories of most of his works, including buyers' names where applicable, and the private and public exhibitions to which they

were sent on loan. Given that his practice (in common with most non-figurative artists) was to title works after they were complete, these invaluable records tell us about his instinctive responses to his own images.

The lists also reveal that there could be more than one version of a particular title. The first notation for our subject is *Métropole minérale (ou Métropole végétale)*. Another work in the same show was titled *Nécropole végétale (ou Je ne sais pas)*, a clear signal that the artist was less concerned with the precise "meaning" of his creations than with the finished image, and perhaps an indication that he also had a sense of humour. Borduas's impending move was planned in spite of the fact that many of his works were then being included in several other 1952 group and solo exhibitions, in Quebec City, Montreal, Ottawa and Toronto, and that a major painting, *Réunion des trophées*, was being exhibited in the Pittsburgh international exhibition at the Carnegie Institute and traveling to San Francisco that fall.

The oil paintings and the ink and gouache works on paper produced prior to his move to the United States in 1953 exhibit a distinctive colour palette, very different from that of his peers and the younger signatories of *Le Refus global*. His palette typically featured more of what we think of as secondary colours—rich tones of green, purple and brown rather than the more commonly employed primary blue, red and yellow. And so, this fine painting, whether meant to evoke an organic metropolis of minerals or vegetables, truly reflects the essence of the process that Borduas carried with him throughout a career which ended all too soon.

This work is included in François-Marc Gagnon's online catalogue raisonnée on the artist's work at [www.borduas.concordia.ca/en/about/index.php](http://www.borduas.concordia.ca/en/about/index.php), catalogue #2005-0952.

**ESTIMATE: \$50,000 – 70,000**





## 19 Jean Paul Riopelle

AUTO CAS OC QMG RCA SCA 1923–2002

### Nordique

oil on canvas, signed and dated 1957 and on verso titled, dated on the gallery labels and inscribed *Matisse* and *ST #C203*  
13 × 21 ½ in, 33 × 54.6 cm

#### PROVENANCE

Pierre Matisse Gallery, New York  
Continental Fine Art, Vancouver  
The Art Emporium, Vancouver, September 29, 1975  
Estate of Mary and Harry Klonoff, Vancouver

#### LITERATURE

Yseult Riopelle, *Jean Paul Riopelle Catalogue Raisonné, Volume 2, 1954–1959*, 2004, reproduced page 249, catalogue #1957.013H.1957

#### EXHIBITED

Pierre Matisse Gallery, New York, 1957, catalogue #10  
Gallery Moos Ltd., Toronto, 1975, catalogue #14

THE EXHIBITION AND previous ownership history of *Nordique* tells us one part of a story that reflects the evolution and growing appreciation of Jean Paul Riopelle's work throughout his stellar career, spurred on by events in the early 1950s. Settled in Paris and still in his early 30s, Riopelle had a growing reputation, which led to his works increasingly being on view in several Paris galleries, topped off by his joining the renowned Galerie Pierre Loeb in 1953. His successful debut there soon led to his inclusion in the exhibition *Younger European Artists*, mounted by the Guggenheim Museum in New York that same year. Soon after, he was invited to participate in a group exhibition at the Pierre Matisse Gallery, which had been established in New York in 1931. Pierre Matisse, the son of the incomparable master, Henri Matisse, represented a star-studded list of contemporary artists, and so Riopelle's debut there was in the outstanding company of many of the most sought-after artists of the post-war period—Marc Chagall, Constantin Brâncuși, Alberto Giacometti and Joan Miró, to name only a few.

Despite some New York critics' clearly defensive responses to his work—such as insisting on defining Riopelle as a European rather than a North American artist and therefore “old-school” when compared with the American post-war abstract artists—Riopelle's works from this period established him as an international name to be reckoned with. Furthermore, this was the beginning of a long friendship with Pierre Matisse, who regularly exhibited his work in all media and became a major source of Riopelle's finest works for many years to come. The close connection between the art dealer and the artist was marked by the gallery's final exhibition, a solo show dedicated to Riopelle, not long before Pierre Matisse's passing in 1989. Long before that bittersweet exhibition, *Nordique* had found its way to Canada through two Vancouver galleries before entering the Klonoff Collection.

One can sense that Riopelle's focus and energy did not depend on whether he was creating a monumental work of art or one of a more modest size. Nor did that focus falter when he was producing works in any of the other media—watercolours, collages, graphics, sculpture—that he expertly tackled. His *Nordique* demonstrates, as do so many other of his paintings, the power and appeal of a Riopelle image no matter its dimensions. By 1957, he had essentially stopped using the paintbrush and drip technique to execute his images on canvas and had mastered, as his primary technique, the application of pigment straight out of the tube, with a palette knife. The result was a sparkling series of paintings often referred to as his “mosaic” images.

Our spritely example, composed with the artist's assured palette knife application of weighty pigment and surprising, yet visually resolved alterations of hue, reminds us of the artist's appreciation of the natural world—here, perhaps an unanticipated memory of his experience of “the North” and the Quebec landscape he knew so well. The viewer's eye travels easily from the calming grey and white tones interspersed with lemony yellow streaks, like sunlight penetrating the clouds, soon heading to meet an icy-blue sea or sky, then coming to rest comfortably against a rich, dark red, solid rampart.

**ESTIMATE: \$100,000 – 150,000**



## 20 William Kurelek

ARCA OC OSA 1927 – 1977

### North American Success Story

mixed media on board, initialed and dated 1973

and on verso titled on the gallery label

17 ¼ x 23 in, 43.8 x 58.4 cm

#### PROVENANCE

Equinox Gallery, Vancouver

Estate of Mary and Harry Klonoff, Vancouver

*NORTH AMERICAN SUCCESS STORY*, at first glance a seemingly uncomplicated image, is a wonderful example of all the elements that make William Kurelek's work hold our attention and tease us into asking a few questions about his true intent, while admiring his subject. Never shy to reveal his criticism of social inequities and the moral failings of his fellow man, here he paints a pretty

picture, but one that is also a comment on the middle-class goals of his era—the nuclear family, the suburban house, and two cars in the driveway. By all accounts, Kurelek likely did not share those ambitions, but in creating the desired frame for this work, he showcases his ability to produce brilliant *trompe l'oeil* images, while offering another subtle bit of fun for the viewer to discover. In regard to frames, it is notable that the catalogue for the 2011 retrospective exhibition *William Kurelek: The Messenger* concludes with a chapter titled “The Necessary Frame: William Kurelek as Picture Framer,” a memoir by Brian Dedora. A skilled framer in his own right, Dedora was mentored by the artist when they both worked at the Isaacs Gallery, where Kurelek had started in 1960.

The interior image measures 10 x 15 inches. This work is in the original frame made by Kurelek, as reproduced above.

**ESTIMATE: \$40,000 – 60,000**



**21 Jack Leonard Shadbolt**

BCSFA CGP CSPWC OC RCA 1909 – 1998

**Boat Theme in Green, Red, White and Blue;  
Beach, Collioure**

oil on canvas, signed and dated 1958 and on verso  
titled and inscribed 1957 and *J.L. Shadbolt*  
25 x 30 in, 63.5 x 76.2 cm

**PROVENANCE**

The Art Emporium, Vancouver  
Estate of Mary and Harry Klonoff, Vancouver

**LITERATURE**

Scott Watson, *Jack Shadbolt*, 1990, pages 78 and 79

IN FALL OF 1956, Jack Shadbolt took a leave of absence from teaching and traveled to France, “to discover his ‘roots’ in French painting,” as Scott Watson wrote. He went first to Paris, but

soon migrated south to the Côte d’Azur, where, as he exclaimed, “I nearly went mad just out of Toulon... My first Mediterranean colour—cool melon, heliotrope, clear pale mineral blue... Blacks as rich as loam.” He set up a studio in Menton, making excursions along the French coast. In Collioure, a small fishing village near the Spanish border, he rented a room in which Henri Matisse had worked, and was fascinated by the beach and boats there. Matisse was in his thoughts as he described the view out the window: “The very way the boats were linked across the frame... struck me in a flash as a typical motif of Collioure—especially as Matisse must have seen it.” In this abstracted nautical scene, Matisse is also present in Shadbolt’s use of bright hues—rich red, green, blue and orange. Shadbolt’s masterful modernist approach to form is manifest in the inventive play of geometric planes and fluid dimensionality in this exceptional Collioure canvas.

**ESTIMATE: \$30,000 – 40,000**



## 22 Jean Paul Riopelle

AUTO CAS OC QMG RCA SCA 1923 – 2002

### Sans titre

oil on paper on canvas, signed and dated 1958 and on verso signed, inscribed 59008, *G Page* (indistinctly) / *G/2 DAR/24/1/59/345* and stamped Brera and with the customs stamp  
30 ½ x 41 ¾ in, 77.5 x 106 cm

### PROVENANCE

Galerie Jacques Dubourg, Paris  
Galleria dell'Ariete, Milan  
Sold sale of Fraser Brothers Ltd. Auctioneers,  
Montreal  
Private Collection, Quebec

### LITERATURE

Yseult Riopelle, *Jean Paul Riopelle Catalogue Raisonné, Volume 2, 1954 – 1959*, 2004, reproduced page 400, catalogue #1958.044P.1958

### EXHIBITED

Galleria dell'Ariete, Milan, 1959  
Pinacoteca di Brera, Milan, 1970

JEAN PAUL RIOPELLE'S works on paper from the late 1950s are distinct from the mosaic canvases he was producing during this

period. In this work, Riopelle has discarded the densely tessellated forms of the palette knife for the wide, emphatic strokes of the brush. Spatially, the work is much looser and less restrained: greys, blues and greens are washed over bare paper, while opaque, emphatically flat strokes take on calligraphic twists. Riopelle was deeply inspired by Indigenous cultures at this time, having been exposed to the writings and collections of artists, anthropologists and historians who were interested in the Indigenous artists of the Arctic and the Northwest Coast. While not explicitly titled, this work bears the clear formal influence of the objects, masks, and totem poles Riopelle would have seen: the marginal outward thrust of the work echoes the asymmetric juts and protrusions of transformation masks, while the energetic gestural marks recall the inscribed and painted faces and animals that decorate them.

Riopelle's Indigenous-inspired works have recently been re-evaluated in the exhibition *Riopelle: The Call of Northern Landscapes and Indigenous Cultures*, which featured similar contemporaneous gouaches. This exhibition, which originated at the Montreal Museum of Fine Arts, will travel in 2021 to 2022 to the Audain Art Museum, Whistler, the Glenbow Museum, Calgary, and the Beaverbrook Art Gallery, Fredericton.

ESTIMATE: \$30,000 – 50,000



## 23 Jean Paul Riopelle

AUTO CAS OC QMG RCA SCA 1923–2002

### Sans titre (from the Gitksan series)

gouache on paper, signed and on verso numbered N G 56215F on the Sears—The Vincent Price Collection label, circa 1956  
19 ½ x 25 ½ in, 49.5 x 64.8 cm

#### PROVENANCE

Sears Roebuck & Co., The Vincent Price Collection  
Sold sale of Fraser Brothers Ltd. Auctioneers, Montreal,  
October 1980  
Private Collection, Quebec

#### LITERATURE

Adréanne Roy et al., *Riopelle: The Call of Northern Landscapes and Indigenous Cultures*, Montreal Museum of Fine Arts, 2020, a similar 1956 work entitled *Sous le mythe de Gitksan no. 4* reproduced page 70

#### EXHIBITED

Sears, The Vincent Price Collection

WHILE LIVING IN Paris, Jean Paul Riopelle was exposed to artists and intellectuals who collected and wrote on Indigenous art, including André Breton, Claude Lévi-Strauss, and the Canadian anthropologist Marius Barbeau. It was the writer and historian

Georges Duthuit who was most directly influential on Riopelle's interest in Indigenous art and objects, and who first drew the deliberate connection between these and the artist's own work.

Duthuit loaned Riopelle a Kwakwaka'wakw transformation mask, which spent some time in his Paris apartment. The wooden mask, with its articulations and ritual metamorphosis, has the sense of splayed movement that is readily evoked in the *Gitksan* series of gouaches that Riopelle produced in the late 1950s. Though at this time Riopelle still prioritized abstraction, the visual effect of these masks is immediately felt. Black marks are arranged obliquely around a central mass of colour, hemmed in by whites, perhaps suggesting the form of a mask without literally depicting one. The deliberate palette of white, black and red refers to the pigments used in the Indigenous weavings and painted wood carvings the artist would have been intimately familiar with.

This work was part of a collection of paintings assembled by actor and collector Vincent Price and Toronto gallerist Arnold Mazelow, and offered by Sears—perhaps signaling a contemporary interest in Riopelle's explicitly homegrown inspiration.

This work is included as an addendum to *Volume 2, 1954–1959* in Yseult Riopelle's online catalogue raisonné on the artist's work at <http://www.riopelle.ca>.

ESTIMATE: \$30,000 – 50,000

**PROPERTY OF THE ESTATE OF BETTY GOODWIN**



Betty Goodwin in her Montreal studio on Boulevard Saint-Laurent, March 1987  
Photo: © Richard-Max Tremblay

## BETTY GOODWIN (1923 – 2008)

BORN IN MONTREAL in 1923, Betty Goodwin was the only child of Romanian and Jewish immigrants, Clare Edith and Abraham Roodish. Spanning nearly 50 years, her oeuvre is monumental, sentient and authentic, and thanks to her strong sense of humanism, it expresses the fragility and complexity of the human experience. Goodwin worked in a variety of media—painting, drawing, collage, printmaking and sculpture—and often in series, such as *Swimmers*, *Tarpaulin* and *La mémoire du corps* (Memory of the Body). Often associated with expressing themes of loss, absence and memory, her poignant works deal sensitively with challenging subjects. Art historian Matthew Teitelbaum wrote that “her work is a process made clear; expressing feeling is a way of preserving and healing the self.”<sup>1</sup>

Although she started earning recognition only around the late 1960s, and mostly for her prints and drawings, Goodwin had been working as an artist since the close of the Second World War. Like many other artists of her generation, she saw painting as a political and social act. Thus, for the first few years of the 1950s, she depicted the continued struggle of the working class and wartime immigrants through scenes of Montreal Jewish neighbourhoods and portraits of workers, in a Social Realist style. She briefly moved on to representations of domestic interiors in a Proto-Cubist style that was in vogue at the time. By 1964, she evolved into what Teitelbaum considers her final painting stage: figures floating freely within the pictorial space, over abstracted backgrounds. From then on, the figure became a consistent thread in her oeuvre, reappearing in numerous series, such as *Swimmers* (1982–88), *Carbon* (1986), *La mémoire du corps* (1990–95) and *Nerves* (1993–95). Imbued with intense emotion, these works express loss, inner struggle, experiences of memory and the passage of time, and states of being, including that of life to death.

In 1968, with the help of John Ivor Smith, Goodwin attended Yves Gaucher’s etching class at Sir George Williams University (now Concordia University). This class proved immensely significant for her career, as printmaking allowed her to reconnect to her artistic beginnings and brought her international recognition. From 1969 to 1974, she worked on a series of etchings using various articles of clothing: gloves, caps, shirts, shoes and, perhaps most famously, vests. Spanning four years, the *Vest* series was directly inspired by her father, who trained as a tailor in Romania and worked as a factory owner, and her artistic mentor Joseph

Beuys, who often wore vests. In her own words, “With the *Vest* series, I made a very explosive and meaningful connection.”<sup>2</sup>

In 1995, Goodwin’s work was included in the exhibition *Identity and Alterity: Figures of the Body, 1895/1995*, at the *Venice Biennale*, and in 1996, the National Gallery of Canada held a major solo show entitled *Betty Goodwin: Signs of Life*. She was the recipient of many awards and recognitions throughout her exceptional career, including the Victor Martyn Lynch-Staunton Award of the Canada Council for the Arts in 1983, the Banff Centre National Award for Visual Arts in 1984, the Prix Paul-Émile Borduas in 1986, a Guggenheim Foundation Fellowship in 1988, the Gershon Iskowitz Prize in 1995, the Harold Town Prize in 1998, and the Governor General’s Award and the Order of Canada in 2003. She passed away in Montreal in 2008.

Heffel is honoured to represent the Estate of Betty Goodwin across the country and to continue our collaboration this fall. We are proud to offer in this sale *Half Passage* (lot 24) and *Gloves* (lot 25), two major works from Goodwin’s oeuvre.

1. Jessica Bradley and Matthew Teitelbaum, eds., *The Art of Betty Goodwin* (Toronto: Art Gallery of Ontario, in assoc. with Douglas & McIntyre, 1998), exhibition catalogue, 8.

2. *Ibid.*, 38.

## TEXT BY ROGER BELLEMARE (TRANSLATED)

FEW CANADIAN ARTISTS have been able to capture the hearts of such a broad and diverse audience: Emily Carr and Joyce Wieland were such artists, along with Betty Goodwin.

The artist explored themes that were neither easy nor cheerful. Her art sprang from her integrity, and her works were statements that went straight to the point without bowing to conventional aesthetic rules—the artist was seeking truth more than beauty.

PEU D’ARTISTES CANADIENNES ont su toucher au coeur un public aussi vaste et varié: Emily Carr, Joyce Wieland furent de celles-ci et Betty Goodwin, notre contemporaine.

Les thèmes qu’a exploré l’artiste n’étaient ni faciles ni joyeux. Son art ralliait par son intégrité et une densité de propos qui allaient droit au but sans concessions aux règles convenues de la beauté, l’artiste cherchant davantage la vérité que la séduction.



## 24 Betty Roodish Goodwin

CPE OC 1923 – 2008

### Half Passage

charcoal and pastel on paper, titled and dated 1981  
and on verso titled, dated, numbered *BG-P-1981-01*  
and stamped Studio Betty Goodwin  
25 ½ x 62 ½ in, 64.8 x 158.8 cm

#### PROVENANCE

Collection of the Artist  
Estate of the Artist

#### EXHIBITED

Galerie René Blouin, Montreal, *Gris*, July 7 –  
August 18, 2007

Galerie René Blouin, Montreal, *Betty Goodwin*,  
January 19 – February 23, 2008

Galerie René Blouin, Montreal, *Betty Goodwin*,  
January 3 – 17, 2009

#### ESSAY BY ROGER BELLEMARE (TRANSLATED)

IN 1968, BETTY GOODWIN made the bold decision to stop using paint, much to the benefit of her drawing, for which she had an outstanding talent.

The large drawings she made in 1981, like *Half Passage*, were widely shown and admired. The shapes in *Half Passage* are binary (open and closed), and exemplify the living paradox of an art that expresses both opposition and unity. The energized centre-left





section of the two drawings reveals its transparent container; the angular form at the right opens onto opaque blackness. When brought together, the two sheets confirm Goodwin's ultimate intuition of combining her two statements into a single whole. These shapes fascinated the artist, who included them (as corners and angles) in more specifically figurative scenes.

LE GESTE COURAGEUX de Goodwin d'abandonner la peinture dès 1968 honorait son talent de dessinateur (trice) émérite.

En 1981 apparurent de grands dessins, comme *Demi Passage*, largement diffusés et célébrés. Binaires (béants et clos), ils témoignent du vivant paradoxe d'un art qui oppose en unifiant : le centre gauche activé du dessin révèle en transparence son contenant; simultanément à droite, la proposition angulaire ouvre

sur une noirceur opaque. Les deux feuilles rapprochées confirment ensuite l'intuition finale de Goodwin d'unifier en une seule ses deux propositions. Ces sujets fascinaient l'artiste qui les a introduits (comme coins et encoignures) dans des scènes plus spécifiquement figuratives.

We thank Roger Bellemare for contributing the above essay.

**ESTIMATE: \$8,000 – 12,000**



## 25 Betty Roodish Goodwin

CPE OC 1923 – 2008

### Gloves

varnished gloves, on the inside signed, dated 1970 and on a label inscribed *BG-sc-1970-01* and stamped Studio Betty Goodwin  
9 ½ × 9 × 7 in, 24.1 × 22.9 × 17.8 cm

### PROVENANCE

Estate of the Artist

### ESSAY BY ROGER BELLEMARE (TRANSLATED)

STANDING ON END and facing each other, the gloves become hands in prayer. Placed farther apart, they almost plead. Laid flat, palms up, they might be begging for alms.

However many ways this “expressive pair” can be arranged, we know for certain that they are humble, these gloves that once protected workers’ hands.

The artist has captured their eternal nature in such a way that, rather than rebel with fists clenched, they sustain the hope conveyed by open hands, fingers upraised.

DEBOUT, L’UN DEVANT l’autre, ils deviennent prière; plus à l’écart l’un de l’autre, ils supplient presque; couchés, ils pourraient quémander des offrandes.

Ce “duo d’expression” peut être mis en scène de tant de façons. On sait cependant qu’ils sont humbles, ces gants qui ont servi aux labours et à la protection.

L’artiste a figé leur éternité pour qu’à jamais, plutôt que des révoltes aux poings fermés, ils appuient l’espérance des mains ouvertes, leurs doigts pointant vers les hauteurs.

We thank Roger Bellemare for contributing the above essay.

The two gloves individually measure 9 ½ × 5 ½ × 4 inches and 8 7/8 × 5 ½ × 4 inches. Please note: the custom-made wood base is included with the lot.

ESTIMATE: \$12,000 – 16,000







© PRATT 1901



## 26 Christopher Pratt

ARCA CSGA OC 1935 –

### Salt Shed Interior

oil on canvas, signed and dated 1988  
and on verso signed, titled and dated  
53 7/8 x 104 in, 137.1 x 264.2 cm

#### PROVENANCE

Mira Godard Gallery, Toronto  
A Prominent Corporate Collection, Toronto

#### LITERATURE

Josée Drouin-Brisebois, *Christopher Pratt: All My Own Work*,  
National Gallery of Canada, 2005, pages 5, 26 and 100,  
reproduced page 27 and listed page 130

Tom Smart, *Christopher Pratt: Six Decades*, Art Gallery of  
Sudbury, 2013, pages 12 and 83, reproduced page 84

#### EXHIBITED

National Gallery of Canada, Ottawa, *Christopher Pratt: All My  
Own Work*, September 30, 2005 – January 8, 2006

The most important thing in my work is light. Composition and design are important elements in any two-dimensional art, but in mine they are the bones, and light is the flesh and blood. It is an essential metaphor for life.

—CHRISTOPHER PRATT

CHRISTOPHER PRATT WAS born in St. John's, Newfoundland, and has lived in Newfoundland all his life, currently residing in St. Mary's Bay, on the Avalon Peninsula. One of Canada's most important artists, Pratt creates realist paintings that express the world around him with order and simplicity, and are powerful expressions of memory and place. Meticulously rendered, Pratt's images are stripped of any extraneous details; what remains is a rational yet enigmatic expression of reality. As Tom Smart writes, "Pratt creates believable, exact and crystal clear interpretations of subjects that are haunted by dense and rich mosaics of meaning."

In *Salt Shed Interior*, Pratt depicts an industrial structure—a rectangular room roofed and intersected by beams, angular and simple, typical of what attracts Pratt in buildings. It is a practical, plain space made to contain a substance—in this case, salt. As

Smart comments, in *Salt Shed Interior* we see "the familiar and the banal elevated to a level of exoticism." Likely stored for use in winter road maintenance, this salt is an everyday substance, but, gathered in large quantity in such a well-constructed room, it seems to take on special and alchemical properties. Salt is a substance essential for animal and human life. Historically, it was a valuable trade commodity, once often difficult to obtain, and was transported on "salt roads" to regions that lacked it. Once precious, salt is now easily available—one can imagine the astonishment of people from the Bronze Age to see a room piled high with it, to be used not for preserving food and life, but to keep roads clear in winter. However, the unspoken importance of salt as a source of life resonates as an alternative layer of meaning in this image.

The salt, piled against the walls and gathered around the beams, contrasts with the hardness of the room in which it is contained. Due to its fine, granular nature, the salt forms soft drifts in the room, from the movement of air and from gravity. Josée Drouin-Brisebois comments on this work, "It is a compelling, dreamlike image, this arresting mound of organic whiteness contained within an interior." Pratt's palette is pared down to white, grey, grey-blue and black, and the light, illuminating the room from the featureless, repeated squares of windows, is flat white. In *Salt Shed Interior*, the artist carefully builds dark and pale contrasts in the structure of the room, which receives the immaterial light that is so important in this work. The dark recesses of the ceiling and the corner of the room add a mysterious atmosphere. Pratt commented about this masterful painting that "the light is the pleasure," as it creates soft and subtle shadows across the walls and the salt, defining the central shapes. Pratt continued, "I do love light. It is warm yet geophysical; it is the non-organic sustainer of organic life, the real and the abstract. When I draw, it caresses where I cannot touch."

This important painting was part of a major Pratt exhibition at the National Gallery of Canada in 2005, which included 60 canvases. Pierre Théberge, then director of the National Gallery, stated in the catalogue's foreword, "With an eye always to his environment, [Pratt] has created some of the most memorable and cherished images in contemporary Canadian art."

**ESTIMATE: \$125,000 – 175,000**



## 27 Rita Letendre

AANFM ARCA OC QMG 1928 –

### Sans titre

oil on canvas, signed and dated 1961

25 × 29 in, 63.5 × 73.7 cm

#### PROVENANCE

Acquired by the present Private Collection,  
Montreal, circa 1961

RITA LETENDRE WAS introduced to Paul-Émile Borduas and the Automatists during her studies at the École des beaux-arts de Montréal. They made a huge impact on her practice, as her interest in creative exploration was much more in tune with their expressive and intuitive approach to art than the traditional methods taught at l'École. She eventually left the school and

went on to show her works alongside the Automatists in pivotal exhibitions such as *La matière chante* in 1954 and *Espace 55* at the Montreal Museum of Fine Arts. From then on, she dedicated herself entirely to painting and exploring the possibilities of abstraction.

Letendre's works from the early 1960s are highly indebted to the Automatists' revolutionary and expressive approach to abstraction—they are spirited and intense, as is the stunning *Sans titre*. In this compelling oil on canvas, Letendre skillfully arranges thick slabs of colour with her palette knife, building a complex composition of black, white, grey, cobalt, sage and touches of crimson. Her brushwork here is remarkably unrestrained; it showcases the full range and quality of her gestures, while revealing the materiality of her medium.

**ESTIMATE: \$30,000 – 40,000**



## 28 Guido Molinari

AANFM LP QMG RCA SAPQ 1933 – 2004

### Quantificateur

acrylic on canvas, on verso signed,  
dated 4/92 and inscribed Q28 and  
G.M-T-1992-01

30 x 24 in, 76.2 x 61 cm

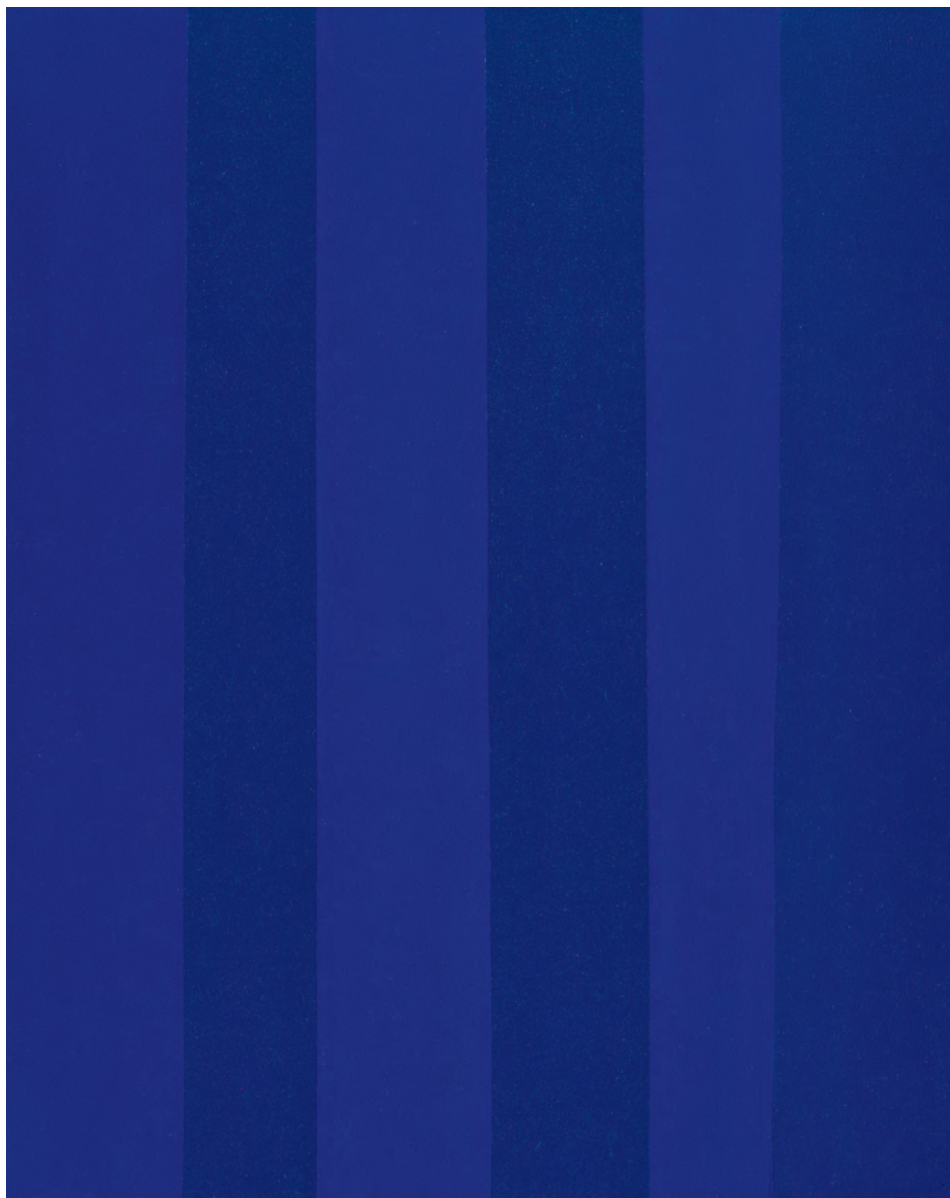
#### PROVENANCE

Heffel Gallery Limited,  
Vancouver  
Galerie Éric Devlin, Montreal  
Acquired from the above by the  
present Private Collection,  
Montreal, 2004

GUIDO MOLINARI BEGAN to produce his *Quantifier* paintings in 1975, establishing an enduring interest in subtly destabilizing the relationship between the vertical and horizontal to create energetic yet meditative works. Building on his previous experimentation with the jarring effect of contrasting bands of colour, the *Quantifiers* saw the artist exploring the intersection of colour and line at its most pure: highly restrained, closely hued palettes were activated by attenuated slanting geometries, producing a sense of optical vibrations or oscillations across the canvas.

This example was produced near the beginning of the final burst of production in this series, the period of 1991 to 1997 in which Molinari focused exclusively on blue monochromes. The restricted palette showcases the artist's potency in producing fields of rhythmic force. Quietly contrasting chromatic variations cause the bands to seem to recede and rise through space in a slow pulse or ripple, while the subtly oblique angles imbue the work with a distinct lateral movement. The whole effect produces a destabilized sense of spatial harmony, and is a superb example of Molinari's skill in producing complex and dynamic visual environments.

**ESTIMATE: \$40,000 – 60,000**





## 29 Jack Hamilton Bush

ARCA CGP CSGA CSPWC OSA P11 1909 – 1977

### Sway #1

acrylic on canvas, on verso signed, titled, dated  
August 1966 and inscribed *Acrylic polymer*  
81 x 104 in, 205.7 x 264.2 cm

### PROVENANCE

Acquired directly from the Artist by David Mirvish Gallery,  
Toronto, 1966  
Galerie Agnès Lefort, Montreal, 1968  
J. Ron Longstaffe, Vancouver  
Sold sale of *Canadian Art*, Joyner Fine Art,  
May 17, 1988, lot 93  
Acquired from the above by the present Private Collection,  
Vancouver

### LITERATURE

Robert Fulford, "Jack Bush: A More Emphatic Joy,"  
*Toronto Daily Star*, November 19, 1966, page 28  
Barrie Hale, "The Bush Exhibition: Sure, Free, Beautiful,"  
*Toronto Telegram*, November 1966, page 23  
Kay Kritzwiser, "Summer Treat for Browsers; Hepworth and  
Riopelle," *Globe and Mail*, August 5, 1967, page 15  
Sean Rossiter, "Ron Longstaffe: The Private Collector Who's the  
Vancouver Art Gallery's Patron Saint," *Canadian Art*, Winter  
1984, reproduced page 33  
*Selected View: The Longstaffe Collection, 1959 – 1984*, Vancouver  
Art Gallery, 1985, page 44 and reproduced page 45  
"Meet the New Kid on the Auction Block," *Globe and Mail*,  
May 14, 1988, reproduced page C15  
"Auction Bidders Cool to Big Names," *Globe and Mail*,  
May 18, 1988, page C10

“Curious’ Sale Nets \$2.1-Million,” *Globe and Mail*,  
May 19, 1988, page C6  
John Bentley Mays, “\$3.2-Million Auction Total at Sotheby’s  
Spring Sale,” *Globe and Mail*, June 2, 1988, page C6

**EXHIBITED**

David Mirvish Gallery, Toronto, *Jack Bush*, 1966  
Norman MacKenzie Art Gallery, Regina, *Statements: 18 Canadian  
Artists*, November 16 – December 17, 1967, catalogue #1  
Vancouver Art Gallery, *Selected View: The Longstaffe Collection*,  
1959 – 1984, January 12 – February 24, 1985, catalogue #14

SWAY #1 IS a joyful painting. Jack Bush painted one more *Sway* painting in November 1966, which he called *Sway #2*, but that work had only one side panel of solid colour and is smaller than the first, *Sway #1*. Both are striking, but *Sway #1* is highly original, and strong in both colour and representation of shape. Compared to the 57 other paintings from 1966, only the *Sway* canvases exhibit such soft undulating lines. Virtually all of the paintings from this period have stripes or bands of colour, but the lines of colour merely bow, never forming a wave as they do in the two *Sway* paintings.

It was in March 1966, less than five months before Bush began to paint *Sway #1*, that he began to use acrylic paint in earnest. Acrylic polymer, as the artist inscribed on the verso of his canvas, would become his exclusive medium for the rest of his life. *Sway #1* is therefore among the first run of works in Bush’s commitment to this new medium. While Bush had, in the early 1960s, produced some paintings with a plastic paint known as Magna, its solvent base makes it quite unlike the water-based acrylic paint that he switched to in 1966. The water-based acrylic paint was so new to Bush that he had not yet perfected his technique. The biggest hurdle was getting used to the significantly faster drying time than the oil paints he had primarily used before 1966.

*Sway #1* was painted over a period of time between late July and August. The first state of the painting included only the purple panel to the left of the gentle waves of colour. Later, Bush added the grey panel to the right. His diary entries from this time reveal that he was satisfied with the composition, but realized that the tape he used in the process of painting had lifted, allowing the grey paint to bleed into the colours. His corrections to this unintended crossover of grey into the colours are visible upon close examination, but corrections and bleeds between one colour and the next often serve to confirm the authenticity of Bush paintings; he was never too perfect.

What is practically perfect about this painting is the pedigree of its provenance. *Sway #1* was once owned by John Ronald Longstaffe, who besides being a highly respected executive, was lauded for his philanthropic spirit and connoisseurship relating to Canadian art. He was, at one point, the youngest president ever to lead the Vancouver Art Gallery, and his generous donations of art to the same institution eventually earned him a gallery hall in his name and a headline in *Canadian Art* magazine that deemed him the gallery’s “Patron Saint.” Bush was a favourite of this eminent collector who, over the years, owned seven paintings by the artist, three of which he donated to the VAG. *Sway #1* took pride of place in Longstaffe’s home. It was such a star in this personal



J. Ron Longstaffe in front of *Sway #1*, 1984  
Courtesy of Canadian Art

setting that *Canadian Art* published a photo of Longstaffe in front of *Sway #1*, and Sean Rossiter noted in his feature article on the connoisseur: “The wall-sized Jack Bush, *Sway #1* (1966), seems to flex in the reflected light from the spectacular window next to it.”<sup>1</sup>

The last word on this painting, and probably the best words, should go to Robert Fulford, who described the painting in his review of the November 1966 *Jack Bush* exhibition held at the David Mirvish Gallery: “Bush audaciously places olive against pale blue against bright green against yellow against pink; and the combination works, as his combinations so often do these days, producing an effect of unrestrained pleasure.”<sup>2</sup>

We thank Dr. Sarah Stanners, director of the *Jack Bush Catalogue Raisonné*, contributor to the Bush retrospective originating at the National Gallery of Canada in 2014, and assistant professor at the University of Toronto, Department of Art History, for contributing the above essay.

This work will be included in Stanners’s forthcoming *Jack Bush Paintings: A Catalogue Raisonné*.

1. Sean Rossiter, “Ron Longstaffe: The Private Collector Who’s the Vancouver Art Gallery’s Patron Saint,” *Canadian Art*, Winter 1984, 33.
2. Robert Fulford, “Jack Bush: A More Emphatic Joy,” *Toronto Daily Star*, November 19, 1966, 28.

**ESTIMATE: \$250,000 – 350,000**

## 30 Jack Hamilton Bush

ARCA CGP CSGA CSPWC OSA P11 1909–1977

### Green Pink

acrylic on canvas, on verso signed, titled,  
dated September 1970 and inscribed  
*Acrylic polymer W.B. and indistinctly Mrs B...*  
51 ½ x 25 ½ in, 130.8 x 64.8 cm

#### PROVENANCE

Collection of the Artist, September–October 1970  
David Mirvish Gallery, Toronto, October 1970  
Private Collection, Ontario  
Private Collection, Toronto  
Gallery One, Toronto  
Private Collection, Toronto, 2014  
Paul Petro Contemporary Art, Toronto, June 2014  
Miriam Shiell Fine Art, Toronto, June 2014–2017  
Sold sale of *Post-War & Contemporary Art*, BYDealers,  
November 6, 2017, lot 22  
Miriam Shiell Fine Art, Toronto, 2017–2018  
Private Collection, Quebec

THE YEAR 1970 in the career of Jack Bush cannot be characterized by one style. Perhaps more than any other year after 1960, once Bush painted strictly in an abstract manner, 1970 had the most variety in terms of style. In this year, key “types” of Bush paintings emerged discretely and, in some cases, intersected. The *Spasm* paintings, *Series “D”* paintings, *Road Mark* paintings and *Loop* paintings are all represented in Bush’s work from 1970. Furthermore, in that year that the early mottled ground paintings took off, the first paintings with unpainted borders came about, and the largest canvas ever painted by the artist, *Rising* (166 x 517 cm), was completed in June. Amid this cresting wave of painterly innovation and experiment, Bush painted *Green Pink*.

*Green Pink* incorporates aspects of the *Spasm* paintings and the *Series “D”* paintings, but with its solid teal background appears strikingly distinct. Without any mottling and with its attention to flatness, *Green Pink* conveys a sense of velvety colour, held in positive tension within the parameters of the picture plane, yet not touching these edges. Sharp-edged shapes and soft-edged ground colour combine in a careful composition that hints at a kind of aesthetic syntax—green next to pink, blue pointed at this pair, and a soft-topped square in golden yellow accenting the conversation between colour and shape.

Bush often used the term “ad lib” when describing the way in which he selected his colours. Known for his unexpected colour combinations that seem meant to be, he did, rather paradoxically, orchestrate an impromptu approach. In an interview with Wendy Brunelle, Bush explained:

I just let it go as it feels inside, and I think I might illustrate it... I’ll put on yellow to start with. I am safe with that one. “Well now, Mr. Yellow, what would you like next door?” (I am

just thinking to myself) If the answer isn’t sure, I will put a piece of colour over here. Let it take care of itself. It starts to almost tell me sort of what to put next. So if you just let this flow, at least, that’s the way I do, just let it flow, and you are often very very surprised at the crazy results.<sup>1</sup>

The fact is, as even Brunelle pointed out in response to the artist’s description of his process, the “flow” was premeditated. Bush almost always made small sketches in felt-tipped markers, or pencil crayon, to work out successful layouts (his term) before painting. Some choreography preceded the impassioned dance with paint on the canvas. However, a review of the largest collection of abstract sketches by the artist, which is held at the University of Guelph, suggests that there is no preliminary sketch related to *Green Pink*.

In terms of spontaneity, Bush likened his approach to painting to the nature of jazz music, but even the surprising riffs in jazz are often practised and imitated. In a study on the perception of musical spontaneity in jazz performance, music cognition experts have asserted:

Fluid melodic invention during improvisation is typically achieved through a mixture of spontaneous decision-making and skills honed through deliberate practice. Improvisers invest effort into developing vocabularies of musical patterns (including pitch and rhythmic sequences), which they then, during performance, freely combine and vary in a manner that is sensitive to the prevailing musical form and stylistic context.<sup>2</sup>

In 1970, Bush’s visual vocabulary was rich and his spirit of free will allowed him to combine shapes, colour and a sense of rhythm like no other abstract painter of his time in Canada. As the artist recalled to Brunelle during his interview—which was his last ever before passing in late January 1977—he often remarked to his studio assistant: “What a crazy way to make a living doing this jazz.”

We thank Dr. Sarah Stanners, director of the *Jack Bush Catalogue Raisonné*, contributor to the Bush retrospective originating at the National Gallery of Canada in 2014, and assistant professor at the University of Toronto, Department of Art History, for contributing the above essay.

This work will be included in Stanners’s forthcoming *Jack Bush Paintings: A Catalogue Raisonné*.

1. Quoted in “Wendy Brunelle Talks with Jack Bush (January 1977),” in *Jack Bush*, ed. Karen Wilkin (Toronto: McClelland & Stewart, 1984), 195.

2. Annerose Engel and Peter Keller, “The Perception of Musical Spontaneity in Improvised and Imitated Jazz Performance,” *Frontiers in Psychology* (May 3, 2011): para. 4, <https://doi.org/10.3389/fpsyg.2011.00083>.

**ESTIMATE: \$125,000 – 175,000**





### 31 William Ronald

P11 RCA 1926 – 1998

#### Boudoir

oil on canvas, signed and dated 1961 and on verso titled, numbered R-238 and stamped with the Kootz Gallery stamp  
60 x 49 ½ in, 152.4 x 125.7 cm

#### PROVENANCE

Kootz Gallery, New York  
Private Collection, New York

#### LITERATURE

Stuart Preston, review of Kootz Gallery show, *New York Times*, September 16, 1961, page 9

William Ronald, interview by John Porter, April 13, 1984

#### EXHIBITED

Kootz Gallery, New York, *William Ronald: 18 New Paintings*, September 12 - 30, 1961

IN SEPTEMBER 1961, a *New York Times* reviewer wrote: "William Ronald shows non-objective paintings that manage to look like decoupages. The irregular strips of color that entwine in restless patterns, writhing upward like flames, resemble accidents of tearing strips of colored paper." *Boudoir* was one of the 18 paintings, each with its own unique central image and daring palette, on view in the 1961 solo exhibition at the Kootz Gallery, the fifth of seven successful Ronald shows held there.

When Ronald unexpectedly told an interviewer in 1984 that he considered himself to be one of the last people in his generation to be influenced by the Surrealists, he was likely referring to the influential "accidental" compositions made by the great twentieth-century European artists such as Hans Arp, Paul Klee and Max Ernst. *Boudoir* is indeed a painting that at first glance may fit the New York reviewer's description, but it was much more complex in its execution. Typical of his now rare paintings from the early 1960s, the composition is far from random. Constructed with multiple layers of pigments applied with bold, instinctive brush-strokes, it invites the viewer to explore the subtle hints as to what lies below the surface.

**ESTIMATE: \$25,000 – 35,000**

## 32 Fernand Leduc

AANFM AUTO CAS LP QMG 1916 – 2014

### Coulées remontées

oil on canvas, signed and dated 1969 and  
on verso titled and inscribed *60 F* and *3*  
51 ¾ x 38 ¼ in, 130.5 x 97.2 cm

#### PROVENANCE

Acquired directly from the Artist in  
Paris by the present Private Collection,  
Montreal, 1969

#### LITERATURE

Roald Nasgaard, *Abstract Painting in  
Canada*, Art Gallery of Nova Scotia,  
2007, page 204

#### EXHIBITED

Centre culturel canadien, Paris,  
*Fernand Leduc*, in collaboration  
with the National Gallery of Canada,  
September 15 – 31, 1970

IN THE FALL of 1970, the exhibition rooms of the Centre culturel canadien in Paris were inaugurated with a selection of 16 paintings by Fernand Leduc, all executed in the previous three years. This grouping represented the culmination of 30 years of practice, and the works were a natural evolution from his rigorous geometric abstraction of the late 1950s and early 1960s. From 1965 to 1969, Leduc moved into what art historian Roald Nasgaard described as “biomorphic shapes reminiscent of Matisse’s cut-outs and a little of Arp’s shapes floating in grounds of contrasting colour.” Works from this period are unrestrained, expansive and achieve a high level of intensity with impressively simple means.

Included in the Paris exhibition was the phenomenal *Coulées remontées*, a stunning display of the artist’s sensitive understanding of form and colour and a quintessential example from this period. Nested into each other, solid planes of richly saturated navy, crimson, teal, terra cotta, blue and ochre create a wave-like movement as they seem to pulsate together. *Coulées remontées* was acquired directly from the artist by the present private collection in 1969, the year it was painted. It has been in this collection ever since and is here making its auction debut.

**ESTIMATE: \$25,000 – 35,000**



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## 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 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, which 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 and Expenses;
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 confidential minimum price for the sale of the Lot, agreed to between the Consignor and the Auction House. The Reserve will not exceed the low estimate;
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, which is calculated on the Hammer Price as follows: a rate of twenty-five percent (25%) of the Hammer Price of the Lot up to and including \$25,000; plus twenty percent (20%) on the part of the Hammer Price over \$25,000 and up to and including \$5,000,000; plus fifteen percent (15%) on the part of the Hammer Price over \$5,000,000, plus applicable Sales Tax;
  12. **Sales Tax**  
Sales taxes means Federal and Provincial sales, excise and other taxes applicable to the sale of the Lot, applied using place of supply rules required by Canadian taxation authorities. QST will be levied on all purchases collected in Quebec or shipped to Quebec;
  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, Expenses, Sales Tax 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 Buyer is 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 their sole discretion, to reopen a Lot if they have inadvertently missed a Bid, or if a Registered Bidder, immediately at the close of a Lot, notifies the Auctioneer of their intent to Bid;
- c) The Auctioneer shall have the right to regulate and control the bidding and to advance the bids in whatever intervals they consider 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) In order to become a Registered Bidder, the registration process shall be completed in full, and the required information shall be provided 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. Those interested in bidding in the live auction via telephone bid, absentee bid or through the Digital Saleroom shall register at least twenty-four (24) hours in advance of the auction. For online auctions, a password will be created for use only in current and future online auctions. This online registration procedure does not allow for participation in the live auction and may require up to twenty-four (24) hours to complete;
- h) Every Registered Bidder acknowledges that once a bid is made with their Paddle, or Paddle and password, as the case may be, it may not be withdrawn without the consent of the Auctioneer, who, in their sole discretion, may refuse such consent; and
- i) Every Registered Bidder agrees that if a Lot is Knocked Down on their bid, they are 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) and applicable Sales Tax 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 outside of 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 with shipping contracted by 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. The Buyer agrees and shall fully indemnify the Auction House for any amount

claimed by any taxing authority due as Sales Tax upon the sale of the Lot, including any related costs, legal fees, interest and penalties.

### 5. Payment of the Purchase Price

- a) The Buyer shall:
  - (i) unless they have already done so, provide the Auction House with their name, address and banking or other suitable references as may be required by the Auction House; and
  - (ii) make payment 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, c) a Personal or Corporate Cheque, d) Debit Card and Credit Card only by Visa, Mastercard or Union Pay or e) Interac e-Transfer. Bank Wire payments should be made to the Royal Bank of Canada as per the account transit details provided on the invoice. 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. Credit Card payments are subject to our acceptance and approval and to a maximum of \$5,000 if the Buyer is providing their Credit Card details by fax or to a maximum of \$25,000 per Lot purchased if paying online or if the Credit Card is presented in person with valid identification. The Buyer is limited to two e-Transfers per Lot and up to a maximum of \$10,000 per e-Transfer as per the instructions provided on the invoice. In all circumstances, the Auction House prefers payment by Bank Wire.
- b) Title shall pass, and release and/or delivery of the Lot shall occur, only upon payment of the Purchase Price by the Buyer and receipt of cleared funds by 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 themselves 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. The Buyer acknowledges that the Buyer has not relied on the Auction House, its statements or descriptions in regard to determining whether or not to purchase a Lot. The Buyer understands it is incumbent upon the Buyer to inspect the Lot

and hire any necessary experts to make the determination as to the nature, authenticity, quality and condition of any 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 Authorization Form for Property 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. Proceeds received from the insurance shall be the extent of the Auction House's liability for any loss, damage or diminution in value.

#### 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 that the Auction House or the Consignor 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 or consigned by 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 that 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 their agent, whether express or implied;
- 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; and
- j) All the above rights and remedies granted to the Auction House may be assigned to the Consignor at the Auction House's discretion. Further, the Auction House may disclose to the Consignor the Buyer's identity, contact information and other such information as the Consignor may need in order to maintain a claim against the Buyer for non-payment.

#### 10. No Warranty

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) If prospective Buyers are unable to personally attend the live auction, telephone bid, or bid in the Digital Saleroom, 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 twenty-four (24) hours before the start of the auction sale. The Auction House shall not

be responsible or 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 in the live auction, if appropriately instructed by telephone or through Heffel's Digital Sale-room, 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. Failure by the Buyer to obtain any necessary export license shall not affect the finality of the sale of the Lot or the obligations 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 (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. You, as the Consignor, are the owner of the Lot or a joint owner of the Lot acting with the express permission of all of the other co-owners, or, if you are not the owner of the Lot:
  - (i) You have the permission of the owners to sell the property under the terms of this Agreement and the Buyer's Agreement;
  - (ii) You will disclose to the owner(s) all material facts in relation to the sale of the Lot;

- (iii) You are irrevocably authorized to receive the proceeds of sale on behalf of the owner(s) of the Lot;
  - (iv) You have or will obtain the consent of the owner(s) before you deduct any commission, costs or other amounts from the proceeds of sale you receive from the Auction House;
  - (v) You have conducted appropriate customer due diligence on the owner(s) of the Lot in accordance with any and all applicable anti-money laundering and sanctions laws, consent to us relying on this due diligence and will retain for a period of not less than five (5) years the documentation and records evidencing the due diligence;
  - (vi) You will make such documentation and records (including originals, if available) evidencing your due diligence promptly available for immediate inspection by an independent third-party auditor upon our written request to do so. The Auction House will not disclose such documentation and records to any third parties unless (1) it is already in the public domain, (2) it is required to be disclosed by law, or (3) it is in accordance with anti-money laundering laws; and
  - (vii) You and your principal (if any) are not aware of, nor are you knowingly engaged in any activity designed to facilitate tax evasion or tax fraud.
- b) At the time of handing over the Property to us, you have met all import and export requirements of all applicable law. You are not aware that anyone else has failed to meet these requirements;
  - c) The Property and any proceeds of sale paid to you pursuant to this Agreement will not be used for any unlawful purpose and are not connected with any unlawful activity;
  - d) The Consignor shall indemnify the Auction House, its employees and agents and the Buyer for breach of its representations, warranties and obligations set forth herein and against all claims made or proceedings brought by persons entitled or purporting to be entitled to the Lot;
  - e) 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
  - f) The Consignor shall reimburse the Auction House in full and on demand for all costs, Expenses, judgment, award, settlement, or any other loss or damage whatsoever made, including reasonable legal fees incurred or suffered as a result of any breach or alleged breach by the Consignor of Conditions or its obligations as set forth in this Agreement.

### 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 including but not limited to:
  - (i) the costs of packing the Lot and transporting it to the Auction House, including any customs, export or import duties and charges;
  - (ii) if the Lot is unsold, the costs of packing it and returning it to the Consignor, including any customs, export or import duties and charges;
  - (iii) the costs of any restoration to the Lot that has been agreed by the Consignor in advance;
  - (iv) the costs of any framing and/or unframing, and any mounting, unmounting and/or remounting, if applicable for the Lot;
  - (v) the costs of any third-party expert opinions or certificates that the Auction House believes are appropriate for the Lot;
  - (vi) the costs of any physically non-invasive tests or analyses that the Auction House believes need to be carried out to decide the quality of the Lot, its artist or that it is authentic; and
  - (vii) the costs of photographing the Lots for use in the catalogue and/or promoting the sale of the Lot or auction.
- 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, THE AUCTION HOUSE SHALL HAVE NO LIABILITY OF ANY KIND FOR ANY LOSS, THEFT, DAMAGE, DIMINISHED VALUE TO THE LOT WHILE IN ITS CARE, CUSTODY OR CONTROL, and the Lot 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 Insurance 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. The actual proceeds received from the Auction House's insurance shall be and shall represent the sole liability of the Auction House for any damages, loss, theft or diminished value of the Lot. Under no circumstances shall the Auction House be liable for any special, consequential, incidental or indirect damages of any kind or lost profits or potential lost profits.

#### 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 (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 third-party 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 incurred Expenses by the Auction House exceed the sums received from the sale of the Lot, the Buyer shall be liable for the difference between the sums received and the Expenses. 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 at the Consignor's expense; 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 their 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 the Consignor has the right to grant to the Auction House, and the Consignor does hereby grant to the Auction House, a non-exclusive, perpetual, fully paid up, 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 act, omission or 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 their bid.
4. The Auctioneer may open the bidding on any Lot below the Reserve by placing a bid on behalf of the Auction House. The Auctioneer, on behalf of the Auction House, may continue to bid up to the amount of the Reserve, either by placing consecutive bids or by placing bids in response to other bidders.
5. 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.
6. 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.
7. 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 delivered by a recognized overnight delivery service with a signature required.
8. 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.

9. The Auction House will not accept any liability for any failure or errors that may occur in the operation of any online, telephonic, video or digital representations produced and/or broadcasted during an auction sale.
10. This Agreement shall be governed by and construed in accordance with British Columbia Law and the laws of Canada applicable therein. Any dispute, controversy or claim arising out of, relating to, or in connection with this Agreement, or the breach, termination, or validity thereof (“Dispute”), shall be submitted to for mediation in Vancouver, British Columbia, Canada. If the Dispute is not settled by mediation within sixty (60) days from the date when mediation is initiated, then the Dispute shall be submitted for final and binding arbitration to the British Columbia International Commercial Arbitration Centre, with such Dispute to be resolved pursuant to its Rules and procedure. The arbitration shall be conducted by one arbitrator, who shall be appointed within thirty (30) days after the initiation of the arbitration. The language used in the arbitration proceedings will be English. The arbitration shall be confidential, except to the extent necessary to enforce a judgment or where disclosure is required by law. The arbitration award shall be final and binding on all parties involved. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets.
11. Unless otherwise provided for herein, all monetary amounts referred to herein shall refer to the lawful money of Canada.
12. 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.
13. 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.
14. In the event of any discrepancy or conflict between the English and French versions of these *Terms and Conditions of Business*, the English version will prevail.

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 GALLERY LIMITED 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.6.

### 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	☐	Denotes that additional information on this lot can be found on our website at <a href="http://www.heffel.com">www.heffel.com</a>
LP	Les Plasticiens	φ	Indicates that Heffel owns an equity interest in the Lot or may have funded all or part of our interest with the help of a third party. Additionally Heffel may have entered into arrangements to provide a Consignor a guaranteed Reserve bid. A guaranteed Reserve bid may have funded all or part with a third-party guarantor.
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.

## HEFFEL'S CODE OF BUSINESS CONDUCT, ETHICS AND PRACTICES

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](http://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 four decades of change, since 1978, proof that our hard work, commitment, philosophy, honour and ethics in all that we do serve our Clients well.

Heffel's Employees and Shareholders are committed to *Heffel's Code of Business Conduct, Ethics and Practices*, together with *Heffel's Corporate Constitutional Values*, our *Terms and Conditions of Business* and related corporate policies, all as amended from time to time, with respect to our Clients, and look forward to continued shared success in this auction season and ongoing.

### **HEFFEL GALLERY LIMITED**

#### **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.)

## ANNUAL SUBSCRIPTION FORM

Please complete this Annual Subscription Form to receive our twice-yearly *Auction Catalogues* and *Auction Result Sheet*.

To order, return a copy of this form with a cheque payable to:  
Heffel Gallery Limited, 2247 Granville Street  
Vancouver, BC, Canada V6H 3G1  
Tel 604-732-6505 · Fax 604-732-4245 · Toll free 1-888-818-6505  
mail@heffel.com · www.heffel.com

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Please contact Heffel Gallery Limited (“Heffel”) to set up

- One Block of 25 Searches \$50
- One-Year Subscription (35 searches per month) \$250
- Two-Year Subscription (35 searches per month) \$350

### Billing Information

NAME

ADDRESS

CITY

POSTAL CODE

E-MAIL ADDRESS

RESIDENCE TELEPHONE

BUSINESS TELEPHONE

CREDIT CARD NUMBER

EXPIRY DATE

CVV NUMBER

SIGNATURE

DATE

#### DIGITAL COMMUNICATION CONSENT

The Client agrees to receive e-mails and SMS notifications from Heffel.

## COLLECTOR PROFILE FORM

Please complete this Collector Profile Form to assist us in offering you our finest service.

### Artists of Particular Interest in Purchasing

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

6 \_\_\_\_\_

7 \_\_\_\_\_

8 \_\_\_\_\_

9 \_\_\_\_\_

### Artists of Particular Interest in Selling

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

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5 \_\_\_\_\_

6 \_\_\_\_\_

7 \_\_\_\_\_

8 \_\_\_\_\_

9 \_\_\_\_\_

## ABSENTEE BID FORM

Heffel recommends submitting your absentee bid form via e-mail to bids@heffel.com for expedited service. Alternatively, please sign and return this form via fax to 1-888-732-6505.

SALE DATE

BILLING NAME

ADDRESS

CITY PROVINCE/STATE, COUNTRY

POSTAL CODE E-MAIL ADDRESS

DAYTIME TELEPHONE EVENING TELEPHONE

FAX CELLULAR

I request Heffel Gallery Limited (“Heffel”) to enter bids on my behalf for the following Lots, up to the maximum Hammer Price I have indicated for each Lot. I understand that if my bid is successful, the purchase price shall be the Hammer Price plus the Buyer’s Premium calculated at a rate of twenty-five percent (25%) of the Hammer Price of the Lot up to and including \$25,000; plus twenty percent (20%) on the part of the Hammer Price over \$25,000 and up to and including \$5,000,000; plus fifteen percent (15%) on the part of the Hammer Price over \$5,000,000, plus applicable Sales Tax. I understand that Heffel executes Absentee Bids as a convenience for its clients and is not responsible for inadvertently failing to execute bids or for errors relating to their execution of my bids. On my behalf, Heffel will try to purchase these Lots for the lowest possible price, taking into account the Reserve and other bids. If identical Absentee Bids are received, Heffel will give precedence to the Absentee Bid Form received first. I understand and acknowledge all successful bids are subject to the *Terms and Conditions of Business* printed in the Heffel catalogue.

SIGNATURE DATE

DATE RECEIVED (FOR OFFICE USE ONLY)

CONFIRMED (FOR OFFICE USE ONLY)

### DIGITAL COMMUNICATION CONSENT

The Client agrees to receive e-mails and SMS notifications from Heffel.

Please view our *General Bidding Increments* as published by Heffel.

Lot Number	Lot Description	Maximum Bid
numerical order	artist	Hammer Price \$ CAD (excluding Buyer’s Premium)

1

2

3

4

5

6

To be sure that bids will be accepted and delivery of Lots not delayed, bidders not yet known to Heffel must supply a bank reference letter at least 48 hours before the time of the auction. All Absentee Bidders must supply a valid Visa, Mastercard or Union Pay number, expiry date and CVV number.

NAME OF BANK BRANCH LOCATION

NAME OF ACCOUNT OFFICER TELEPHONE

E-MAIL ADDRESS OF ACCOUNT OFFICER

CREDIT CARD NUMBER

EXPIRY DATE CVV NUMBER

I authorize the above financial institution to release information to Heffel and to discuss with them particulars of my financial condition and typical transactions conducted.

SIGNATURE DATE

To allow time for processing, Absentee Bids should be received at least 24 hours before the sale begins. Heffel will confirm by telephone or e-mail all bids received. If you have not received our confirmation within one business day, please re-submit your bids or contact us at:

### HEFFEL GALLERY LIMITED

13 Hazelton Avenue, Toronto, ON, Canada M5R 2E1  
Tel 416-961-6505 · Fax 416-961-4245  
bids@heffel.com · www.heffel.com

## TELEPHONE BID FORM

Heffel recommends submitting your telephone bid form via e-mail to bids@heffel.com for expedited service. Alternatively, please sign and return this form via fax to 1-888-732-6505.

SALE DATE

BILLING NAME

ADDRESS

CITY

PROVINCE/STATE, COUNTRY

POSTAL CODE

FAX

E-MAIL ADDRESS

TELEPHONE NO. TO CALL

BACK-UP TELEPHONE NO.

I request Heffel Gallery Limited (“Heffel”) to enter bids on my behalf for the following Lots, up to the maximum Hammer Price I have indicated for each Lot. I understand that if my bid is successful, the purchase price shall be the Hammer Price plus the Buyer’s Premium calculated at a rate of twenty-five percent (25%) of the Hammer Price of the Lot up to and including \$25,000; plus twenty percent (20%) on the part of the Hammer Price over \$25,000 and up to and including \$5,000,000; plus fifteen percent (15%) on the part of the Hammer Price over \$5,000,000, plus applicable Sales Tax. I understand that Heffel executes Telephone/Absentee Bids as a convenience for its clients and is not responsible for inadvertently failing to execute bids or for errors relating to their execution of my bids. On my behalf, Heffel will try to purchase these Lots for the lowest possible price, taking into account the Reserve and other bids. I am aware that all telephone bid lines may be recorded. I understand and acknowledge all successful bids are subject to the *Terms and Conditions of Business* printed in the Heffel catalogue.

SIGNATURE

DATE

DATE RECEIVED (FOR OFFICE USE ONLY)

CONFIRMED (FOR OFFICE USE ONLY)

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E-MAIL ADDRESS OF ACCOUNT OFFICER

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CVV NUMBER

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SIGNATURE

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### HEFFEL GALLERY LIMITED

13 Hazelton Avenue, Toronto, ON, Canada M5R 2E1  
Tel 416-961-6505 · Fax 416-961-4245  
bids@heffel.com · www.heffel.com

## DIGITAL SALEROOM REGISTRATION FORM

Heffel recommends submitting your Digital Saleroom Registration Form via e-mail to [bids@heffel.com](mailto:bids@heffel.com) for expedited service.

Live Auction Paddle # (for office use only)

SALE DATE

CLIENT BILLING NAME

PLEASE PRINT

ADDRESS

DEALER'S BILLING NAME & ADDRESS SHOULD MATCH THE PROVINCIAL SALES TAX EXEMPTION CERTIFICATE

CITY

PROVINCE/STATE, COUNTRY

POSTAL CODE

DAYTIME TELEPHONE

EVENING TELEPHONE

FAX

E-MAIL ADDRESS

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Once approved, those who have previously bid in Heffel's online auctions will log on to Heffel.com with their existing online paddle number and password in order to access the digital saleroom for the live auction.

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DESIRED PASSWORD (MINIMUM OF 8 CHARACTERS AND A COMBINATION OF NUMBERS, UPPERCASE, LOWERCASE AND SPECIAL CHARACTERS)

ONLINE PADDLE NUMBER (TO BE SUPPLIED BY HEFFEL UPON APPROVAL)

If my bid is successful, the purchase price shall be the Hammer Price plus a Buyer's Premium of twenty-five percent (25%) of the Hammer Price of the Lot up to and including \$25,000; plus twenty percent (20%) on the part of the Hammer Price over \$25,000 and up to and including \$5,000,000; plus fifteen percent (15%) on the part of the Hammer Price over \$5,000,000, plus applicable Sales Tax. I understand and acknowledge that all successful bids are subject to the *Terms and Conditions of Business* as printed in the Heffel catalogues.

CLIENT SIGNATURE

DATE

DRIVER'S LICENCE NUMBER

EXPIRY DATE

VISA, MASTERCARD OR UNION PAY #

EXPIRY DATE AND CVV NUMBER

To be sure that bids will be accepted and delivery of lots not delayed, bidders not yet known to Heffel should supply a bank reference.

NAME OF BANK

BRANCH

ADDRESS OF BANK

NAME OF ACCOUNT OFFICER

TELEPHONE

E-MAIL ADDRESS OF ACCOUNT OFFICER

I authorize the above financial institution to release information to Heffel and to discuss with them particulars of my financial condition and typical transactions conducted.

### DIGITAL COMMUNICATION CONSENT

The Client agrees to receive e-mails and SMS notifications from Heffel.

# SHIPPING AUTHORIZATION FORM FOR PROPERTY

Heffel recommends submitting shipping authorization and payment by logging in at heffel.com for expedited service. Alternatively, please sign and return this form via e-mail to shipping@heffel.com or via fax to 1-888-685-6505. Please contact the Shipping Department at 1-888-818-6505 for questions.

## SHIPPING METHOD (CHOOSE OPTION A, B OR C)

### Option A

**Consolidated ground shipment (when available) to destination Heffel Gallery:**

- Heffel Vancouver       Heffel Calgary  
 Heffel Montreal       Heffel Toronto

#### PACKING METHOD

- Soft packed (Cardboard)     Hard packed (Custom crate)

### Option B

**Direct shipment to address below via Heffel approved third-party carrier:**

\_\_\_\_\_  
RECIPIENT'S NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY PROVINCE/STATE, COUNTRY

\_\_\_\_\_  
POSTAL CODE E-MAIL ADDRESS

\_\_\_\_\_  
DAYTIME TELEPHONE EVENING TELEPHONE

\_\_\_\_\_  
TAX ID (FOR U.S. SHIPMENTS ONLY)

#### PACKING METHOD

- Soft packed (Cardboard)     Hard packed (Custom crate)

*Heffel's insurance does not cover Fedex shipments with glass. Framed works will be shipped without glass.*

### Option C

**I do not require packing/shipping services provided by Heffel.** I have reviewed Section B.4 of Heffel's *Terms and Conditions of Business* and accept all consumer tax liabilities. I authorize for my Property to be retrieved on my behalf by:

\_\_\_\_\_  
AUTHORIZED THIRD PARTY'S FULL NAME

## PROPERTY INFORMATION

### Lot Number      Property Description

in numerical order      artist / title

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

### OPTIONAL LOSS AND DAMAGE LIABILITY COVERAGE

Your Property will be insured under Heffel's insurance policy at a rate of 1.5% of the value. Heffel does not insure ceramics, frames or glass. Please review Section 3 of Heffel's *Terms and Conditions for Shipping* for further information regarding insurance coverage.

- Please **DO NOT** insure my Property while in transit. I accept full responsibility for any loss or damage to my Property while in transit.

## PAYMENT INFORMATION

\_\_\_\_\_  
CREDIT CARD NUMBER (VISA, MASTERCARD OR UNION PAY)

\_\_\_\_\_  
EXPIRY DATE CVV NUMBER

Shipping costs will be provided for approval prior to shipment unless authorized below to proceed.

- No shipping quotation necessary, please forward my Property as indicated above

## SIGNATURE

Signed with agreement to the above, Heffel's *Terms and Conditions of Business* and Heffel's *Terms and Conditions for Shipping*.

\_\_\_\_\_  
PROPERTY OWNER'S NAME

\_\_\_\_\_  
SIGNATURE DATE

### HEFFEL GALLERY LIMITED

13 Hazelton Avenue, Toronto, ON, Canada M5R 2E1  
Tel 416-961-6505 · Fax 416-961-4245  
shipping@heffel.com · www.heffel.com

## TERMS AND CONDITIONS FOR SHIPPING

Heffel Gallery Limited (“Heffel” or “Auction House”) provides professional guidance and assistance to have Property packed, insured and forwarded at the Property Owner’s expense and risk pursuant to Heffel’s *Terms and Conditions of Business and Property Collection Notice*, as published in the auction sale catalogue and online. The Property Owner is aware and accepts that Heffel does not operate a full-service fine art packing business and shall provide such assistance for the convenience only of the Property Owner.

Heffel agrees to ship your Property (the “Property”), as described by sale and Lot number or such other designation on the front side of this *Shipping Authorization Form for Property*, subject to the following terms and conditions:

1. If the Property has been purchased at an auction or private sale conducted by Heffel, Heffel will not pack and ship, or release the Property, until payment in full of the purchase price for the Property, including the Buyer’s Premium and any applicable sales tax has been received in funds cleared by Heffel.
2. All packing and shipping services offered by Heffel must be preceded by a completed and signed Shipping Authorization Form for Property which releases Heffel from any liability that may result from damage sustained by the Property during packing and shipping.
3. The Property Owner agrees that Heffel’s liability for any loss or damage to the Property shall be limited according to the following terms:
  - a) Lots are only covered by insurance under the Terms and Conditions of the Fine Arts Insurance Policy provided to Heffel if the Property Owner so authorizes;
  - b) The rate of the insurance premium payable by the Property Owner is \$15 per \$1,000 (1.5% of the value). The value of insurance is determined by the High Estimate value, or Purchase Price, or Appraised Value or for the alternative amount as listed and defined under Insured Value while in transit as specified in the *Shipping Authorization Form for Property*. Heffel will charge a flat rate fee of \$40 should the value be less than \$2,500;
  - c) The value for which a Lot is insured under the Fine Arts Insurance Policy provided to Heffel in accordance with Condition 3.b above shall be the total amount due to the Property Owner in the event of a successful claim being made against the Auction House;
  - d) With regard to loss or damage, however caused, not covered by Heffel’s Insurance Underwriters, the Property Owner hereby releases Heffel, its employees, agents and contractors with respect to such damage;
  - e) Heffel does not accept responsibility for Lots damaged by changes in atmospheric conditions and Heffel shall not be liable for such damage nor for any other damage to picture frames or to glass in picture frames;
  - f) In no event will Heffel be liable for damage to glass, frames or ceramics;
  - g) If your Property is damaged in transit, please contact the Shipping Department promptly and provide photographs of the damage, retain the shipping box and materials and gather all relevant information;
  - h) If the Property Owner instructs Heffel not to insure a Lot, it shall at all times remain at the risk of the Property Owner, who hereby undertakes to:
    - (i) Indemnify Heffel against all claims made or proceedings brought against Heffel 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 Heffel for all Expenses incurred by Heffel. Any payment which Heffel shall make in respect of such loss or damage or Expenses shall be binding upon the Property Owner and shall be accepted by the Property Owner as conclusive evidence that Heffel was liable to make such payment; and
    - (iii) Notify any insurer of the existence of the indemnity contained in these *Terms and Conditions for Shipping*.

4. All such works are packed at the Property Owner’s risk and then must be transported by a Heffel approved third-party carrier. Prior to export, works may be subject to the *Cultural Property Export and Import Act (Canada)*, and compliance with the provisions of the said act is the sole responsibility of the Property Owner.
5. Heffel shall have the right to subcontract other parties in order to fulfill its obligation under these *Terms and Conditions for Shipping*.
6. As per section B.4 of Heffel’s *Terms and Conditions of Business*, all or part of the Sales Tax may be exempt in certain circumstances if the Lot is delivered outside of the jurisdiction of sale of the Lot. 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 with shipping contracted by 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. The Buyer agrees and shall fully indemnify the Auction House for any amount claimed by any taxing authority due as Sales Tax upon the sale of the Lot, including any related costs, legal fees, interest and penalties.

### PACKING OPTIONS

#### Soft packed

Works will be glass taped, plastic wrapped, cardboard wrapped and labeled. All fees are exclusive of applicable taxes.

- Works up to 40 united inches (height + width + depth = united inches) — \$30 per work
- Works 41 to 75 united inches — \$50 per work
- Works 76 to 150 united inches — \$100 per work
- Works 151 to 250 united inches — minimum \$150 per work

#### Hard packed (Custom Crate)

Custom crates are available when required or upon request. Works will be glass taped, plastic wrapped, cardboard wrapped, or divided foam packed in a custom wooden crate and labeled. All fees are exclusive of applicable taxes.

- Works up to 40 united inches (height + width + depth = united inches) — \$150 per crate
- Works 41 to 75 united inches — \$300 – \$500 per crate
- Works 76 to 150 united inches — \$500 – \$750 per crate
- Works 151 to 250 united inches — minimum \$750 per crate

International shipments as per international wooden packing restrictions may require ISPM 15 rules certified crating material to be used. Additional minimum \$200 per crate.

### SHIPPING TRANSPORTATION CARRIER OPTIONS

Heffel may periodically offer consolidated ground shipments between Heffel’s offices in Vancouver, Calgary, Toronto and Montreal.

Consolidated rates, in addition to the Packing Options outlined above, between our offices are as follows. All fees are exclusive of applicable taxes.

#### Regional (maximum range of two provinces)

- Works up to 40 united inches (height + width + depth = united inches) — \$35 per work
- Works 41 to 75 united inches — \$50 per work
- Works 76 to 150 united inches — \$100 per work
- Works 151 to 250 united inches — minimum \$150 per work

#### National

- Works up to 40 united inches (height + width + depth = united inches) — \$35 per work
- Works 41 to 75 united inches — \$75 per work
- Works 76 to 150 united inches — \$150 per work
- Works 151 to 250 united inches — minimum \$250 per work



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Carpenter





FINE  
ART  
AUCTION  
HOUSE

Heffel