

FINE ART AUCTION HOUSE



CANADIAN, IMPRESSIONIST & MODERN ART

SALE THURSDAY, MAY 23, 2024 · 4 PM PT | 7 PM ET













CANADIAN, IMPRESSIONIST & MODERN ART

AUCTION

Thursday, May 23, 2024 155 Yorkville Avenue, 2nd Floor, Units 1 & 2, Toronto *Entrance at STK*, 153 Yorkville Avenue Together with Heffel's Digital Saleroom Registration required to attend or bid in person

Video Presentation 1:30 PM PT | 4:30 PM ET

Post-War & Contemporary Art 2 PM PT | 5 PM ET

Canadian, Impressionist & Modern Art, *followed by Legendary: The Collection of Torben V. Kristiansen 4 PM PT | 7 PM ET

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Heffel Gallery, Vancouver 2247 Granville Street Thursday, April 18 through Wednesday, April 24, 11 am to 6 pm PT

Galerie Heffel, Montreal 1840 rue Sherbrooke Ouest Thursday, May 2 through Wednesday, May 8, 11 am to 6 pm ET

Heffel Gallery, Toronto 13 Hazelton Avenue Together with our Yorkville exhibition galleries Wednesday, May 15 through Wednesday, May 22, 11 am to 6 pm ET

Heffel Gallery Limited Additionally herein referred to as "Heffel" or "Auction House"

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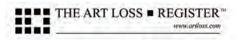
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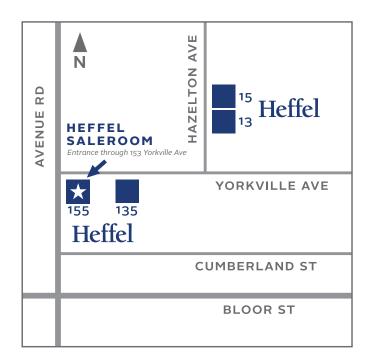
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NOTICE FOR COLLECTORS





Auction Location

155 Yorkville Avenue, 2nd Floor, Units 1 & 2, Toronto Entrance at STK, 153 Yorkville Avenue Together with Heffel's Digital Saleroom Saleroom Telephone 1-888-212-6505

To attend the auction or bid in person, please contact bids@heffel.com to reserve your seat and register in advance. Complimentary food and beverages will be served.

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If you are unable to attend our auction in person, Heffel recommends submitting an *Absentee Bid Form* to participate. Heffel also accepts telephone bidding, prioritized by the first received *Telephone Bid Form* and limited to available Telephone Bid Operators per Lot. Alternatively, Heffel offers online bidding in real time through our Digital Saleroom, subject to advanced registration and approval. All forms of remote bidding participation and registration must be received by Heffel at least two (2) business days prior to the commencement of the sale. Information on absentee, telephone and online bidding appears on pages 5, 76, 77 and 78 of this publication.

Live Stream

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 www.heffel.com.

All Lots and additional images depicting the frame and verso are available at www.heffel.com.

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Our Estimates are in Canadian funds. Exchange values are subject to change and are provided for guidance only. Buying 1.00 Canadian dollar will cost approximately 0.73 US dollar, 0.66 euro, 0.56 British pound, 0.63 Swiss franc, 106 Japanese yen or 6.0 Hong Kong dollars as of our publication date.

AUCTION DETAILS

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

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

It is recommended that property for inclusion in our sale arrive at Heffel 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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If you are unable to attend our auction in person, you can bid by completing the *Absentee Bid Form* found on page 76 of this catalogue. Please note that all *Absentee Bid Forms* should be received by Heffel at least two (2) business days prior to the commencement of the sale. Bidding by telephone, although limited, is available. Please make arrangements for this service well in advance of the sale. Telephone lines are assigned in order of the sequence in which requests are received. We also recommend that you leave an *Absentee Bid* amount that we will execute on your behalf in the event we are unable to reach you by telephone. Digital Saleroom online bidding is available subject to pre-registration approval by the Auction House at least two (2) business days in advance of the auction.

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General Bidding Increments

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 \$10,00 | 00 |
| \$300,000-1,000,000 \$25,00 | 0 |
| \$1,000,000-2,000,000 \$50,00 | 00 |
| \$2,000,000-3,000,000 \$100,0 | 000 |
| \$3,000,000-5,000,000 \$250,0 | 00 |
| \$5,000,000-10,000,000 \$500,0 | 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 79 and our *Terms and Conditions for Shipping* on page 80 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.

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



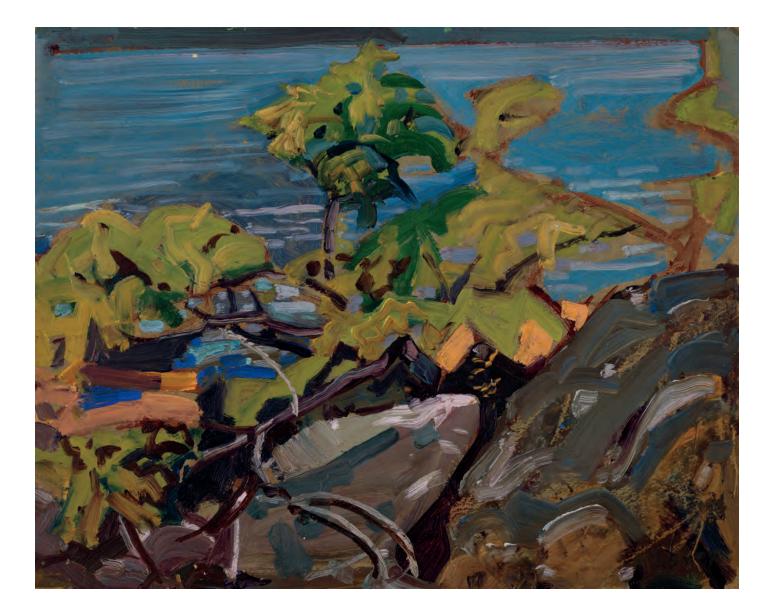
SALE THURSDAY, MAY 23, 2024 \cdot 4 PM PT \mid 7 PM ET*

CANADIAN, IMPRESSIONIST & MODERN ART CATALOGUE

FEATURING WORKS FROM

The Family of Mr. G. Drummond and Mrs. Anne Birks The Family of Lawren S. Harris The Family of Efa Prudence Heward A Distinguished Private Collection, Ontario An Important Private Canadian Collection & other Important Private and Corporate Collections

* followed by Legendary: The Collection of Torben V. Kristiansen



101 Arthur Lismer

AAM CGP CSGA CSPWC G7 OSA RCA 1885-1969

McGregor Bay

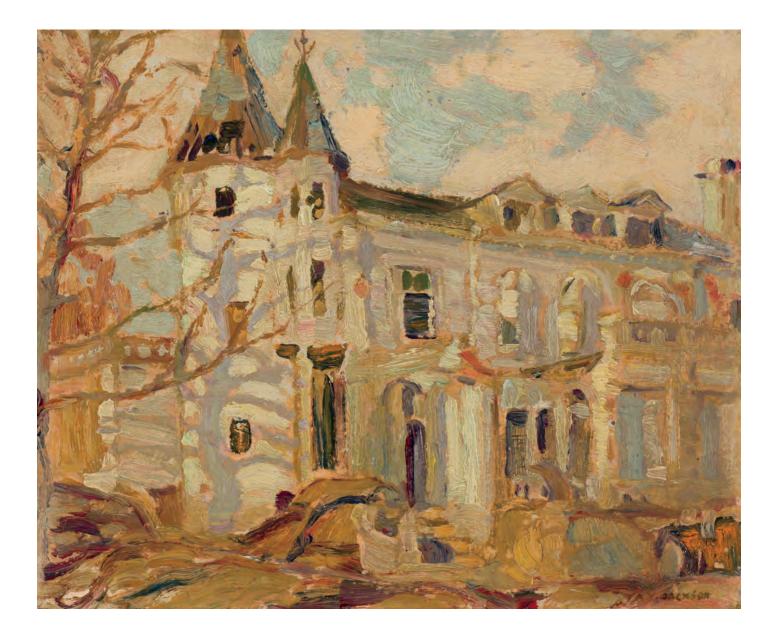
oil on board, signed faintly and on verso titled and dated 1933 13 \times 16 in, 33 \times 40.6 cm

PROVENANCE

Important Canadian Art and Fine Jewellery, Sotheby's Canada, June 3, 1986, lot 209 Private Collection, Toronto

WHILE LOCATED ON the shores of Georgian Bay, McGregor Bay is found at its northernmost point, far closer to the hills of La Cloche than to the comparatively southern Go Home Bay. By 1933, Arthur Lismer had been returning to paint this rugged locale for a full decade, drawn to the area's remote, windswept character throughout his time as a member of the Group of Seven. Here, in his loose yet structured style, Lismer captures a peaceful day of full summer sunlight. Verdant flora defiantly flourishes on the region's rocky shorelines, and tranquil blue waters roll in from the bay, creating a sense of serene summer idyll. The compositional choices at play combine two contrasting elements that are each in their own ways classically Lismer. Although dominated by his favoured close-cropped tangle of vegetation, McGregor Bay is elegantly counterbalanced by Lismer's expressive sense of vista extending into the distance, resulting in a calm, joyous landscape produced at the close of the Group of Seven period.

ESTIMATE: \$25,000 - 35,000



102 Alexander Young (A.Y.) Jackson

ALC CGP G7 OSA RCA RSA 1882 - 1974

Château Belge

oil on board, signed and on verso signed, titled, dated 21.10.17 and inscribed *Perth*, *Ont* 8 $\frac{1}{2} \times 10 \frac{1}{2}$ in, 21.6 × 26.7 cm

PROVENANCE

Warwick Gallery Ltd., Vancouver Brock Galleries, Penticton Private Collection, Vancouver

WORLD WAR I disrupted the lives of all Canadians, including A.Y. Jackson. Although he had recently moved to Toronto at the invitation of Lawren Harris and J.E.H. MacDonald, Jackson returned to Montreal to enlist. He was deployed to the front, and after convalescing from wounds he received in June of 1916, he was posted—to his great good fortune—to the War Records Office as an official war artist. Lord Beaverbrook promoted him to this role in his belief that painters, not photographers, could most fully express the war's impact.

This work was likely painted in Ypres, not far from where Jackson had been wounded at Maple Copse, since his sketch *House of Ypres* (collection of the Canadian War Museum) also dates from late fall 1917. His strong brushwork in an earthy palette, brightened by strokes of white and soft grey, shows a synthesis of his Canadian style with the modernist influences he was experimenting with before the war. *Château Belge* is a fascinating wartime document from Jackson, and one of the few not held in the collection of the Canadian War Museum.

ESTIMATE: \$15,000 - 25,000



103 Clarence Alphonse Gagnon

CAC RCA 1881 - 1942

La plage de Saint-Énogat, Bretagne

oil on panel, on verso signed faintly, titled *La Plage de St. Euspat, Bretagne* [*sic*] on the Dominion Gallery labels, dated circa 1908 on the Lucile Rodier Gagnon inventory label, inscribed with the Dominion Gallery inventory #B7680 and variously, certified by the Lucile Rodier Gagnon inventory #430 and stamped Dominion Gallery, 1907 $6\frac{1}{16} \times 9$ in, 15.6 \times 22.9 cm

PROVENANCE

Collection of the Artist, Paris Private Collection, Switzerland Dominion Gallery, Montreal, 1980 Private Collection, Quebec Private Collection, Toronto

LITERATURE

Hélène Sicotte and Michèle Grandbois, *Clarence Gagnon*, 1881–1942: Dreaming the Landscape, Musée national des beaux-arts du Québec, 2006, reproduced page 89 and listed page 343, titled as *The Beach at Saint-Énogat*

EXHIBITED

Musée national des beaux-arts du Québec, Quebec City, *Clarence Gagnon, 1881 – 1942: Dreaming the Landscape,* June 7 – September 10, 2006, traveling in 2006 – 2007 to the National Gallery of Canada, Ottawa, and McMichael Canadian Art Collection, Kleinburg, catalogue #23

THREE YEARS AFTER his arrival in Paris in 1904, Canadian artist Clarence Gagnon was becoming known for his body of engravings inspired by Brittany's medieval villages. At that time, he also fell under the spell of the seaside resorts of the Emerald Coast, Saint-Malo and Dinard, capturing them in small oil-on-board paintings. Some black-and-white photographs in a personal album attest to a beachside holiday in the summer of 1907 with his brother Wilford and two young women: Katherine (whom Gagnon would later marry) and Ethel Irwin. There they are cavorting in the waters of the English Channel with other bathers as a sailboat moves towards the horizon; another photo shows holidaymakers relaxing on the beach in the shade of a striped tent.¹

The young Gagnon's love of the seaside also infuses the few luminous canvases that signaled his definitive farewell to engraving and embrace of an exclusively painterly vocation. From 1907 to 1910, Gagnon's painted oeuvre was enriched by beach scenes that owe much—in both subject matter and form—to French *plein air* master Eugène Boudin (1824 – 1898) and to Gagnon's Canadian compatriot James W. Morrice (1865 – 1924), who introduced him to working with a *pochade* box and whom he deeply admired.

Serious Gagnon fans know well the paintings of Dinard's and Saint-Malo's fashionable beaches from that brief three-year period. Art historians have made them the standard-bearers of Canadian Impressionism for the modern subject matter they share with the great Impressionists Boudin, Claude Monet, Paul Signac, Mary Cassatt, James McNeill Whistler, and so on. Those luminous Gagnon compositions are also held by Canada's major public galleries, repeatedly appearing in permanent exhibitions of the collection or on loan for national and international tours.

Less familiar to the public, however, are the more numerous *pochade* paintings on the same themes, which for the most part are jealously guarded in private collections. Fortunately for us all, however, a few have emerged from the shadows in recent years, affording us a chance to appreciate Gagnon's observational acumen in their subtle rendering of the fleeting effects of wind and light in the seaside haunts of wealthy holidaymakers. And then there's the discovery, via sales at Heffel, of painted *pochade* works that shed light on the extraordinary *Summer Breeze at Dinard* (collection of the Musée national des beaux-arts du Québec) and *Two Beaches: Paramé and Saint-Malo* (collection of the Beaverbrook Art Gallery).

Gagnon was by no means a stranger to the Emerald Coast beaches west of Dinard, such as the one at Saint-Énogat, sheltered by rocky promontories at either end. Here, Gagnon gives us a panoramic view of the sandy beach as it curves elegantly off towards the sombre, rugged headland dividing the airy blues of the sky from those of the sea. The sea and sky space is painted in broad horizontal sweeps, the sands and slope peopled with scattered dabs and notes of colour representing holidaymakers, bathers, tents, and the villas atop the cliffs.

To our knowledge, *La plage de Saint-Énogat, Bretagne* has been on public display only once, for the *Clarence Gagnon, 1881 – 1942: Dreaming the Landscape* retrospective organized by the Musée national des beaux-arts du Québec and the National Gallery of Canada in 2006 and 2007. Gagnon's widow, Lucile Rodier Gagnon, catalogued it in 1946 among the hundreds of *pochades* piled up in his Paris studio, after which it was put up for sale.² It landed in Switzerland, in the hands of collectors who already had their fair share of Gagnons stacked away. For sale at the Dominion Gallery in Montreal in 1980, it was snapped up quickly. In the 40 years since, *La plage de Saint-Énogat, Bretagne* has gone from a Quebec collector to one in Ontario on the way to its auction this spring of 2024.³ It attests wonderfully to the atmospheric Impressionism that for a time pervaded Gagnon's work.

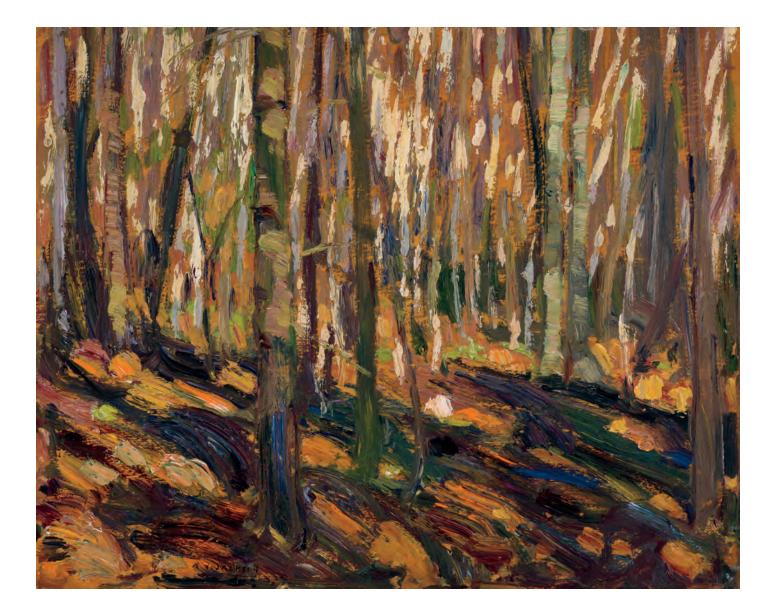
We thank Michèle Grandbois, co-author of *Clarence Gagnon*, *1881 – 1942: Dreaming the Landscape*, for contributing the above essay, translated from the French.

1. See illustrations in René Boissay, *Clarence Gagnon* (Ottawa: Éditions Marcel Broquet, 1988), 42-43.

2. Lucile Rodier indicated "circa 1908" on her certificate on the back of the panel. But research by Hélène Sicotte, curator of the 2006–2007 retrospective, suggests that 1907, the year of Gagnon's first stay on the Breton coast, was a likelier date. This is supported by the date and address on a letter from Gagnon to Montreal dealer James Morgan: Hôtel de la Mer, Dinard – Saint-Énogat, August 18, 1907. See Hélène Sicotte and Michèle Grandbois, *Clarence Gagnon, 1881–1942: Dreaming the Landscape* (Quebec City: Musée national des beaux-arts du Québec, in assoc. with Les Éditions de l'Homme, Montreal, 2006), exhibition catalogue, 318n44.

3. Special thanks to Philip Dombowsky, whose research in the National Gallery of Canada's Dominion Gallery Archives helped us document the provenance of the work.

ESTIMATE: \$70,000 - 90,000



104 Alexander Young (A.Y.) Jackson

ALC CGP G7 OSA RCA RSA 1882 - 1974

Algoma, Sunlit Woods

oil on board, signed and on verso titled and dated 1919 on the gallery labels and inscribed *Northern Ontario Bush*, *TM*, *May* 15/73 by Thoreau MacDonald $8\frac{1}{2} \times 10\frac{1}{2}$ in, 21.6 × 26.7 cm

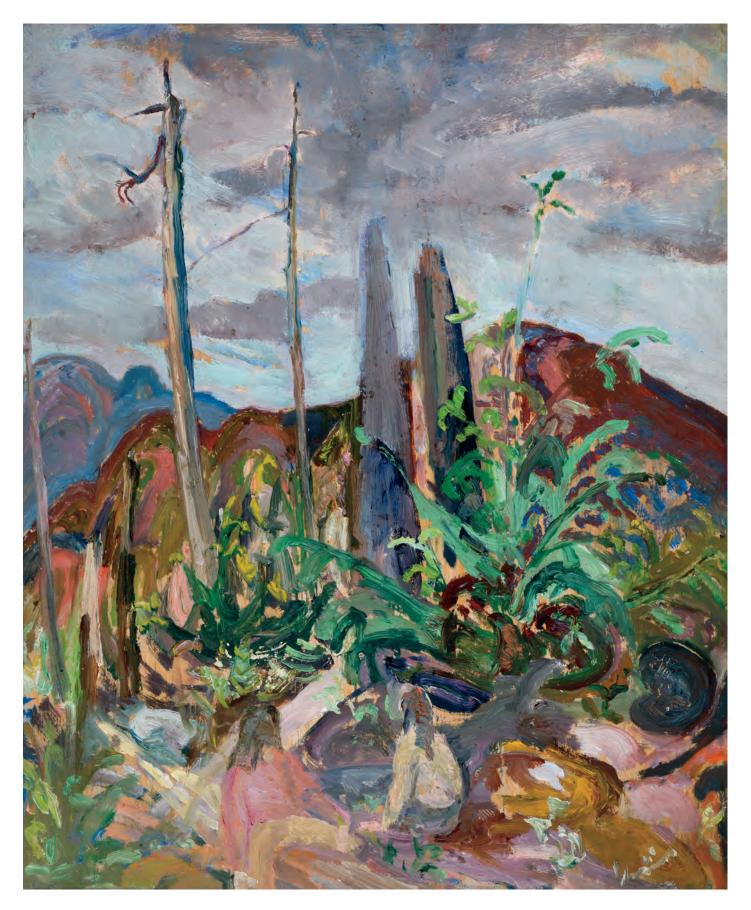
PROVENANCE

Linchrist Gallery, Windsor Kaspar Gallery, Toronto Private Collection, Ontario *Fine Canadian Art*, Heffel Fine Art Auction House, May 2, 2002, lot 101 Private Collection, Toronto

AS IT DID the world, the First World War deeply impacted the artists who would form the Group of Seven. A.Y. Jackson's first-hand experiences of battle and its traumas, later documented in his work as an official war artist, left him at odds with the act of painting as joyful self-expression, a feeling shared by his companions Lawren Harris and J.E.H. MacDonald. One of the first places they experienced the resonance of beauty again was in the rich and intensely painterly region of Algoma, offering them a source of existential healing.

Mirrored by the emergence of the Canadian identity from the struggles of the war, this textured and rhythmic oil on board was produced at a dawning moment in Canadian painting. Jackson and the Group were synthesizing their personal vision of modernity by combining the European influences of Impressionism and Post-Impressionism with a boldly gestural approach, the goal of which was the expression of the Canadian landscape's most essential qualities. Jackson successfully achieves that here, imbuing this on-site sketch with the enthralling, exploratory spirit of a new school of Canadian art.

ESTIMATE: \$20,000 - 30,000



105 Frederick Horsman Varley

ARCA G7 OSA 1881 - 1969

Vera and Fellow Student Sketching at Lynn / Lynn Valley Mountains, BC

double-sided oil on board, circa 1934 15 × 12 in, 38.1 × 30.5 cm

PROVENANCE

Estate of Vera Weatherbie, Vancouver Mr. and Mrs. Fred Schaeffer, Toronto Christopher Varley, Toronto Masters Gallery Ltd., Calgary Private Collection, Calgary

LITERATURE

Joan Murray, *The Best of the Group of Seven*, 1984, the related watercolour entitled *Lynn Valley* reproduced page 92

F.H. VARLEY'S OIL on board *Vera and Fellow Student Sketching at Lynn / Lynn Valley Mountains, BC*, a two-sided work, unites a vertical scene on the front of the panel in which two students are sketching amid the lush growth of the Lynn Valley in North Vancouver with a horizontal painting on the back of fall or winter in the same area (there is snow on the mountain, which suggests the season). In the painting on the front, the two students are shown from behind. The student wearing pink is unknown, but the one wearing a yellow sweater is Varley's inamorata, Vera Weatherbie.

In a letter of January 23, 1990, which accompanies this lot, Christopher Varley, Varley's grandson, identifies Vera from several details: her yellow sweater, which appears in other paintings of her, as in *Portrait of Vera* (circa 1935, in the Thomson Collection at the Art Gallery of Ontario), her slightly stooped posture, her hair, and the fact that she is painting—for she too was an artist. She had met Varley when she attended the Vancouver School of Decorative and Applied Arts (now Emily Carr University of Art + Design) in 1926, when the school first opened. He was one of her instructors, had a wife and children, and was 45 years old. She was 17, impish, attractive, and with "unusual charm."¹

Their exact relationship will never be known, but it put *finis* to Varley's marriage. She believed that her friendship with him was spiritual and that she encouraged and guided his development, teaching him about colour choices, for instance;² he painted many portraits of her in a way that exudes sensuality. Misunderstandings on both sides abounded. But this beautiful painting reveals a tender feeling on his part as he painted the two young people in a veritable Garden of Eden, Canadian-style.

He had painted certain features of what must have been a favourite painting place—the upright shapes of the dead trees, for example—when he had earlier painted the work that some consider his finest portrait, *Dharana* (1932, Art Gallery of Ontario),

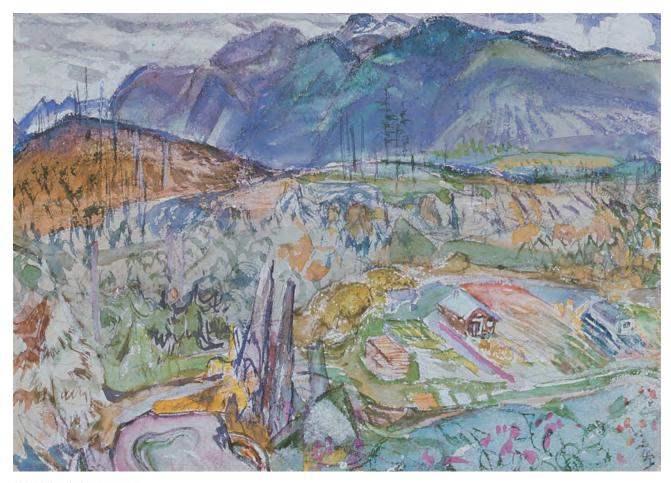


verso

a portrait of Vera holding her breath in the Buddhist exercise to increase concentration of the mind. Art scholars such as Christopher Varley say that she inspired some of the best figure work he did in British Columbia. Of all the work he did of her in all media, "there is scarcely one that is not fully felt."³

By contrast, this more modest painting beguiles the viewer with its benign view of Vera and her friend. The relationship of Varley with Vera, whatever it was, meant something to both of them. Perhaps the quality that made it endure for him was that it was a restful respite for him to look at romantic Vera, who idolized him, even as she sat quietly painting with a friend at a time when he was beset with financial woes. The period from 1934 to 1936 proved to be a challenging time for Varley.

Fellow painter Arthur Lismer had come to Canada from Sheffield, in the UK. His enthusiasm brought Varley from the same town in England to Toronto in 1912, where he got a job at the design firm Grip Ltd. After he moved to Vancouver in 1926, he worked at the newly founded art school, where he oversaw the Department of Drawing and Painting. By 1931, the school was in difficulties. In 1933, Varley and his colleague Jock Macdonald opened a separate school, the British Columbia College of Arts, but it too faced difficulties and closed in 1935 at the end of the spring term.



FREDERICK HORSMAN VARLEY Lynn Valley watercolour and graphite on paper 7 × 10 ½ in, 17.9 × 25.7 cm Collection of the Winnipeg Art Gallery Courtesy of the family of Frederick H. Varley

Not for sale with this lot

The freelance teaching Varley undertook did not pay the bills. He retreated to his house at 4395 Rice Lake Road in the Lynn Valley, tucked into the forest near Lynn Canyon, his refuge and hideout since he owed money to many in Vancouver. His friend Harold Mortimer-Lamb had to help him with the rent of \$8 per month. By February 1936, Varley was seeking ways to leave Vancouver. A commission to paint a portrait of H.S. Southam, chair of the board of the National Gallery of Canada, provided the necessary funds, and he took the train bound for Ottawa. It was a difficult time and he had to escape.

A small, superb, related watercolour titled *Lynn Valley* (1932, Winnipeg Art Gallery), which depicts the landscape extending beyond the views in other paintings, shows us that Varley, in looking at that particular landscape, felt he had discovered a world newborn. Lynn Valley was exotic to him and somehow compelling. He drew its attractions in detail, focusing on two upright tree stumps, but never with a heavy hand. Looking again at the painting of *Vera and Fellow Student Sketching*, the viewer is a party to the happiness Varley felt in painting the students. He chose the vertical or upright format for the sketch, which was unusual for him as he usually painted horizontal works in the sketch format. Perhaps he saw the two young people at work below and realized how quickly the composition would fit into a vertical; he had to get in the dead trees in the background. *Dharana* shows part of a building, perhaps an old ranger's cabin, and the two girls may have sat nearby. In short, the skies may be grey but the vegetation is lovely, exotic and teeming with life. The students earnestly sketch—the view shows the world as it should be at a perfect moment, a moment in which subject, composition, light and emotion all align, recorded by Varley.

Vera and Fellow Student Sketching at Lynn / Lynn Valley Mountains, BC was one of a number of paintings owned by Vera Weatherbie Mortimer-Lamb. They were discovered after her



FREDERICK HORSMAN VARLEY Dharana oil on canvas

34 × 40 in, 86.4 × 101.6 cm Collection of the Art Gallery of Ontario Gift from Albert H. Robson Memorial Subscription fund, 1942 Courtesy of the family of Frederick H. Varley

Not for sale with this lot

death in 1977 and were not therefore included in the Varley Inventory.

We thank Joan Murray, former curator of Canadian art and chief curator (1972) at the Art Gallery of Ontario, for contributing the above essay.

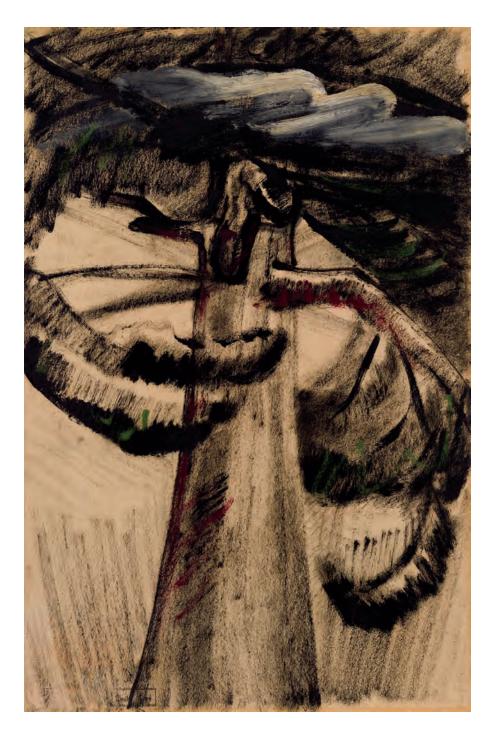
Included with this lot is a letter signed and dated January 23, 1990, from the artist's grandson, Christopher Varley, confirming the authenticity of this work.

1. Katerina Atanassova, *F.H. Varley: Portraits into the Light / Mise en lumière des portraits* (Toronto: Dundurn, 2007), 54.

2. Interview by McKenzie Porter, *Maclean's*, November 7, 1959, cited in ibid., 86.

3. Christopher Varley, *F.H. Varley* (Ottawa: National Gallery of Canada, 1979), 19.

ESTIMATE: \$75,000 - 100,000



106 Emily Carr

BCSFA CGP 1871 - 1945

Tree Study

oil on paper on canvas, signed with the estate stamp and on verso signed by Max Stern and stamped with the estate stamp and Dominion Gallery on a label, circa 1935 18×12 in, 45.7×30.5 cm

PROVENANCE

Estate of the Artist Dominion Gallery, Montreal Private Collection, Victoria

EMILY CARR DEPICTED the forests of British Columbia for most of the later years of her life. Beginning in the late 1920s, when she took classes from the American painter Mark Tobey, Carr often painted nature in a minimalist manner. This meant that she reduced her colour palette dramatically. She often used only black pigment in her paintings of trees. In this work she employs minor touches of green and brown, but the major player is the black pigment, with a bold flourish of white pigment in an upper branch.

Carr emphasizes the natural energy of the tree through the bold tree trunk, topped by a rich crown of foliage. The verticality of the composition is accentuated by the upward thrust of the brush-strokes behind the trunk, the complex knot of foliage and the abrupt truncation of the treetop. *Tree Study* seems to burst off the sheet, suggesting that the energy of the tree cannot be contained. Here, Carr distills the life force of the tree and creates a simple but powerful image.

Please note there were two Emily Carr estate stamps. The National Gallery of Canada has the lower case stamp and the BC Archives has the upper case stamp in their collections. Lawren Harris used the upper case stamp (EMILY CARR) to stamp works before sending them to Dr. Max Stern of the Dominion Gallery, who handled the estate of Emily Carr. Dr. Stern had the lower case stamp (Emily Carr) at his gallery in Montreal.

ESTIMATE: \$25,000 - 35,000

107 Arthur Lismer

AAM CGP CSGA CSPWC G7 OSA RCA 1885 – 1969

Light in the Forest

oil on canvas, signed and on verso titled on the Canadian Group of Painters exhibition label and inscribed variously 30 × 20 in, 76.2 × 50.8 cm

PROVENANCE

Private Collection, Vancouver

LITERATURE

Canadian Group of Painters Exhibition, Vancouver Art Gallery, 1961, listed, unpaginated

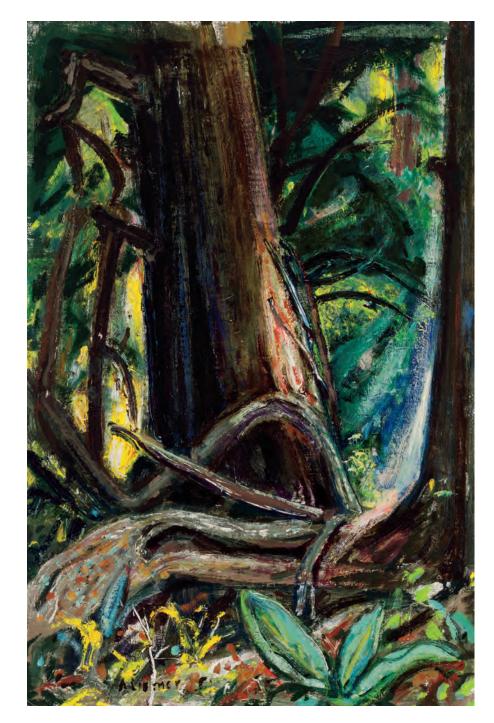
EXHIBITED

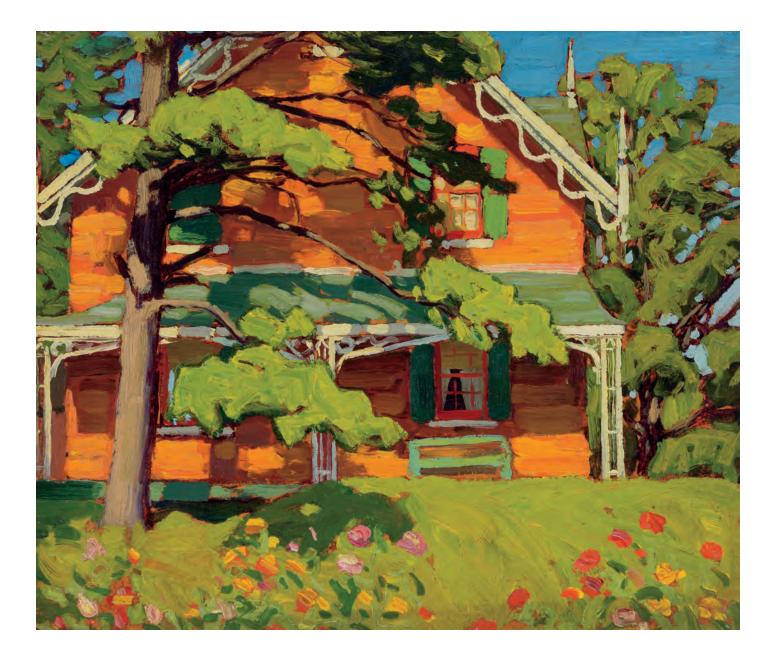
- Montreal Museum of Fine Arts, *Canadian Group of Painters*, 1961 Vancouver Art Gallery, *Canadian Group*
- of Painters Exhibition, November 8 December 4, 1961, and London Public Library and Art Museum, January 1962, catalogue #30
- Elsie Perrin Williams Memorial Art Museum, London, Ontario

COMPOSITIONALLY, Light in the Forest is a classic example of Arthur Lismer's work during his time in British Columbia. When sketching on site, Lismer would routinely flip his sketch box sideways so as to capture the verticality of the old-growth trees. Here, he successfully transfers that dramatic sense of upsweep into this studio work, expressing the forest interior's lush verdancy. It is important to note that while staying true to the off-hand immediacy found in his oil sketches of 16×12 inches, larger canvases such as this one are rare, with works of this subject not often exceeding his mid-size works of 20×16 inches.

Throughout his long and well-traveled career, Lismer would gravitate towards bustling, overflowing visual arrangements such as this one. In them, one is conscious of his jubilant colour choices and distinctive textures, but one's understanding of these works can be strengthened when they are viewed in relation to the artist's sense of line. Lismer was a remarkable draughtsman, and his fluidly mobile line is an essential aspect of these paintings, providing structure to compositions that might otherwise tumble into chaos.

estimate: \$40,000 - 60,000





108 Lawren Stewart Harris

ALC BCSFA CGP FCA G7 OSA TPG 1885-1970

Red House, Barrie, Houses Group xxx

oil on board, on verso signed and titled on the artist's label and inscribed 58 / Bess Harris Collection, BHC 101 / Property of Margaret Harris Knox and with the Doris Mills inventory #3/30, circa 1918 10 $\frac{5}{8} \times 12$ $\frac{3}{8}$ in, 27 \times 31.4 cm

PROVENANCE

Collection of the Artist A gift from the Artist to his daughter Margaret "Peggie" Harris Knox, Vancouver By descent within the family of the Artist

LITERATURE

Doris Mills, *L.S. Harris Inventory*, 1936, Houses, Group 3, catalogue #30, location noted as the Studio Building, titled *The Red House*

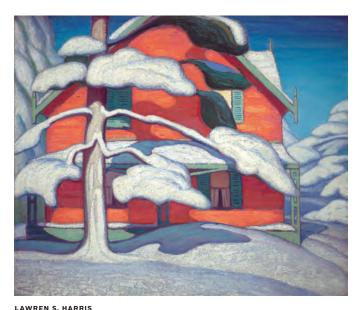
EXHIBITED

Art Gallery of Greater Victoria, *Ten Decades—Ten Canadians*, April 25 - May 14, 1967, catalogue #46

Vancouver Art Gallery, *Lawren Harris: Canadian Visionary*, March 1 – May 4, 2014

THE GROUP OF SEVEN holds a monumental place in the cultural history of Canada, representing the first significant artistic movement that strove purposefully to define and establish the uniqueness of the country and its people. Through both his moral and economic support, Lawren Harris was critical to the establishment and success of the Group and was recognized by his fellow members as its unofficial leader. Fellow member A.Y. Jackson wrote, "To Lawren Harris art was almost a mission. He believed that a country that ignored the arts left no record of itself worth preserving."1 It was this desire to depict the country on its own terms that led the artists to venture from their base in Toronto, through its varied neighbourhoods and much farther beyond, to find elements of the Canadian landscape that could speak to its history, present and future. As Harris himself would describe, "We had commenced our great adventure. We lived in a continuous blaze of enthusiasm.... Above all we loved this country and loved exploring and painting it."2

While this mission is most often associated with the wilderness depictions that the Group pioneered and national institutions have championed, the paintings that the artists chose to exhibit often demonstrated a considerable variety of subjects. As we can see from the vibrant and idyllic *Red House, Barrie, Houses Group XXX*, Harris's clarity of vision is just as acute when depicting the familiar and the bucolic as it is when capturing the vast and remote. Reflecting this range, Harris's contributions to the first Group of Seven exhibition, held in May 1920, consisted of four portraits, five urban scenes and only two Algoma canvases. This



LAWREN S. HARRIS Pine Tree and Red House, Winter, City Painting II oil on canvas 32 x 38 in, 81.3 x 96.5 cm Sold by Heffel, May 23, 2007, lot 149, reproduced front cover Private Collection

Not for sale with this lot

diversity was indicative of Harris's artistic output at the time. Though by the mid-1920s his work would focus on more austere and barren landscapes, typified by the north shore of Lake Superior and the high altitudes of the Rocky Mountains, his artistic catalogue is far from the monolithic conjuring of Canada's wild expanses that it is sometimes characterized as.

One of Harris's frequent early subjects was the Lake Simcoe area, around Barrie. This region was easily accessible by train from Toronto along the Grand Trunk Railway, with the Allandale Station considered the "flagship of the Grand Trunk" line and a hub of local activity after it was renovated in 1905.³ The house pictured in *Red House, Barrie* is believed to be Woodend, a summer property owned by the Harris family on Kempenfelt Bay, where he would often holiday with his family. In 1918, following a nervous breakdown triggered by the death of his brother, Harris found refuge and solace in this idyllic setting. While there, his recovery included the consideration of future artistic endeavours after the disruption of the Great War and loss of close friend Tom Thomson. From Woodend he wrote to J.E.H. MacDonald



LAWREN S. HARRIS Midsummer Afternoon oil on canvas, 1922 32 x 40 in, 81.3 x 101.6 cm Private Collection

Not for sale with this lot

with plans for a sketching excursion that autumn: "I happened to meet the Dr. [MacCallum] at the Allandale station on Saturday, and we had a rushed chat with this result. Decided to go up the Algoma Central."⁴ The outcome of this planning was the first of the famed boxcar trips to Algoma, a key moment in the genesis of the Group of Seven.

While at Simcoe, Harris also painted much of the landscape that surrounded him, interested in the changing skies, broad open expanses and, as captured here, the quaint Victorian homes. There are over two dozen known sketches from Lake Simcoe that have been catalogued, with most of them likely coming from this summer. He wrote to MacDonald in August: "I still sketch a bit in my spare time... I have a few that are worthy, though I hanker after fall colouring."⁵ In *Red House, Barrie*, the vibrant warm colour of the house and the bright foreground flowers provided the chromatic variety that Harris was longing for in these summer months, and the results were certainly deemed "worthy" by the artist, for he worked up the sketch into a canvas in 1922 that would be shown in the third Group of Seven exhibition.

Red House, Barrie was painted during a time of exciting and rapid artistic evolution for Harris. The work has a boldness and an economy of brush-strokes that speak to his experience observing and depicting the Canadian landscape in the years prior, alongside MacDonald, Jackson and Thomson. The subtle interplay between colours is handled with confidence and precision, ensuring that there are distinctions between all the various greens (the pine tree, the lawn, the trim and the roof)—a challenge the artist often faced in the summer months. The nimble handling of shadow gives an effective impression of light passing into the picture, and the composition, arranged over several receding planes, draws one's attention deep into the scene. The sketch is a sublime demonstration of Harris's range and ability to distill the complexities of the landscape into navigable and idealized forms. Here, though more decorative in style than his later phases, he has captured a country home in the midsummer afternoon with the same perceptive eye that would later allow him to paint the essence of the remote Arctic, creating opportunities for audiences to connect to these varied depictions of Canada.

Harris, like the other members of the Group of Seven and Thomson, would use oil-on-board sketches as the basis for his large canvases, and in the 1910s and early 1920s, these would be how he initiated an artistic idea (later in the 1920s, he would often precede oil sketches with pencil drawings). Sketches that were chosen to be worked up into canvases, such as this one, are important works in Harris's catalogue, since they represent the genesis of ideas and expressions he felt most strongly about. Even more significant are subjects that were selected for inclusion in exhibitions, and this sketch falls into this special category, being the source for the canvas Midsummer Afternoon (private collection), one of 15 works by the artist in the 1922 Group of Seven exhibition at the Art Gallery of Toronto. A companion canvas, painted in 1924 and entitled Pine Tree and Red House, Winter, City Painting II (private collection, sold by Heffel in May 2007), depicts the same subject. This revisiting, with almost identical compositional structure as the initial sketch offered here, indicates Harris's persistent interest in the subject, and his access to it in multiple seasons supports the case that he had a strong connection to the site. Taken together, these works are exemplary demonstrations of Harris's dedication to conveying the diversity of Canada's landscapes, and his determination to create, in his words, "an art expression which should embody the moods and character and spirit of the country."6

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

1. A.Y. Jackson, A Painter's Country: The Autobiography of A.Y. Jackson (Toronto: Clarke, Irwin, 1958), 29.

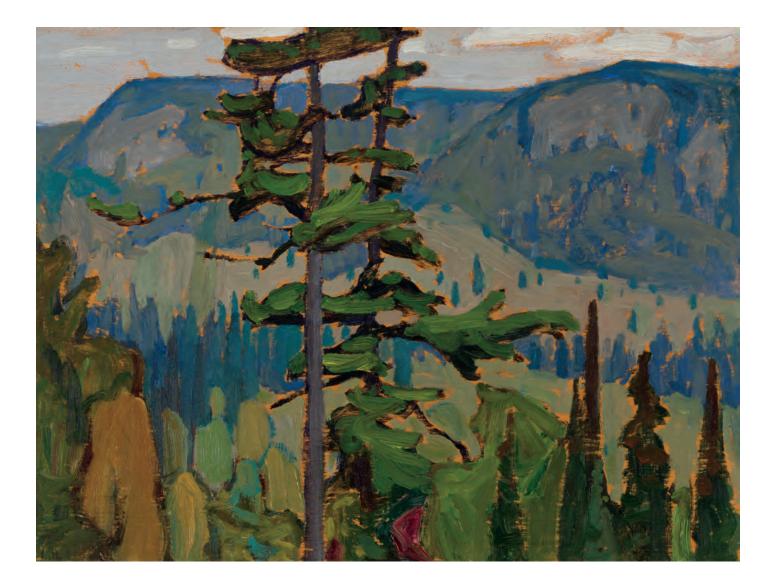
2. Lawren Harris, "The Group of Seven in Canadian History," *Report of the Annual Meeting of the Canadian Historical Association 27*, no. 1 (1948): 32.

3. "Canadian National Railways Allandale Station at Barrie," Canada's Historic Places, under "Heritage Value," para. 2, https:// www.historicplaces.ca/en/rep-reg/place-lieu.aspx?id=6503.

4. Harris to J.E.H. MacDonald, undated, 1918, LSH Estate Archives.
5. Harris to J.E.H. MacDonald, August 1918, LSH Estate Archives.
6. Harris, "Group of Seven," 31.

ESTIMATE: \$200,000 - 300,000





109 Lawren Stewart Harris

ALC BCSFA CGP FCA G7 OSA TPG 1885-1970

Agawa Valley, Algoma

oil on board, initialed and on verso signed, titled and inscribed *Mr. and Mrs. Robinson with compliments of the perpetrator* in the artist's hand and #8036, circa 1920 10 $\frac{1}{2} \times 13$ % in, 26.7 × 34 cm

PROVENANCE

A gift from the Artist to Mr. and Mrs. Robinson Empire Auction, Toronto, April 15, 1992 Private Collection, Toronto By descent to the present Private Collection, Vancouver, 2003

AGAWA VALLEY, ALGOMA is an energic and spirited sketch that captures the beauty of a wild and expansive Canadian landscape. It depicts Ontario's rugged Algoma region, located to the east of Lake Superior. The significance of this subject is linked to the critical role that it played in catalyzing the formation of the Group of Seven, and the realization of a shared vision to depict Canada under its own terms.

Lawren Harris described Algoma as "a veritable paradise for the creative adventurer in paint in the Canadian North,"¹ and its diverse and dramatic landscapes were a critical source of artistic inspiration for him and other members of the Group. Harris first visited the area in the spring of 1918 with his friend and art patron Dr. James MacCallum, and after this initial reconnaissance demonstrated the area's potential, the two men organized a return for the fall of that same year, this time accompanied by fellow artists J.E.H MacDonald and Frank Johnston.

Harris's enthusiasm for Algoma is evident in his letters to MacDonald, who had been recovering from a stroke in Thornhill in early 1918. That summer, while organizing the first group trip, he wrote:

I have only one doubt. The Doc snores on occasion ... I can think of nothing else that would interfere with your benefitting greatly from the trip—and once we leave the Soo [Sault Ste. Marie] and commence climbing into that paradise you will forget entirely to give your health or state of mind even a passing thought—just give up to drinking in gorgeousness with your eyes, sweet, woodsy sounds with your ears, and crisp, clean air with your lungs. God bless you!²

Harris's lighthearted concerns notwithstanding, the results of the 1918 trip were resoundingly successful, and Harris would organize subsequent group expeditions back to Algoma in 1919, 1920 and 1921. A favourite sketching site on many of these trips was the majestic Agawa Valley, the subject enthusiastically captured in the panel. Today, the valley remains as splendid a sanctuary as it was when this was painted, still accessible only by rail (or by canoe), and insistently impressive in its grandeur and scale. In 1918, the artists were immediately inspired by it. MacDonald wrote upon arriving there:

The country is certainly all that Lawren and the Dr. said about it. It is a land after Dante's heart.... The canyon seems to lead *upwards* [italics in the original], and has all the attributes of an imagined Paradise, excepting, perhaps, anything in the way of meadows. There are beautiful waterfalls on all sides, and the finest trees—spruce, elm and pine.³

For this sketch Harris has ventured up from the valley, climbing the hillside to get a better view of this grand landscape. The exposed rock on the far side with the mixed forest provides a monumental backdrop for the regal, old-growth white pines that transect the composition vertically. The arrangement creates a sense of great space, suggesting the seeming endlessness of this sublime land beyond the foreground trees, which are a mix of spruce, pine and deciduous trees in various stages of autumnal senescence.

The notation on the verso of this painting reveals that the artist gifted the work to its first owners, suggesting he was pleased with the result. It also gives us a glimpse of Harris's sense of humour, having signed it "compliments of the perpetrator." This echoes the amusing tone he used in a 1920 National Gallery of Canada survey, when he responded to the prompt "Particulars of any honours conferred in connection with art" by writing "Sold one picture once to a citizen. Citizen still alive." Despite Harris's modest approach to his works, one can be certain that the early collectors of his fine paintings, including *Agawa Valley, Algoma*, were appreciative to act as custodians to such important contributions to Canada's artistic legacy.

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

1. Lawren Harris, "The Group of Seven in Canadian History," *Report of the Annual Meeting of the Canadian Historical Association 27*, no. 1 (1948): 34.

2. Harris to J.E.H. MacDonald, undated, 1918, LSH Estate Archives.

3. Quoted in Paul Duval, *The Tangled Garden: The Art of J.E.H. MacDonald* (Scarborough, ON: Cerebrus/Prentic Hall, 1978), 86–87.

ESTIMATE: \$100,000 - 150,000



110 Alfred Joseph (A.J.) Casson

CGP CSPWC G7 OC POSA PRCA 1898 - 1992

Summer Sky

oil on board, signed and on verso signed and titled on the exhibition label and inscribed *Cat.* #50 and variously, 1955 30×36 in, 76.2×91.4 cm

PROVENANCE

Collection of the Artist

Dr. and Mrs. B.B. Hillary, London, Ontario By descent to a Private Collection, Ontario Private Collection, London, Ontario

LITERATURE

- Royal Canadian Academy of Arts, 76th Annual Exhibition, Art Gallery of Toronto, 1955, listed, unpaginated
- A.J. Casson Retrospective, McMaster Museum of Art, 1971, listed, unpaginated, dated 1956
- Paul Duval, A.J. Casson, His Life & Works: A Tribute, 1980, reproduced, unpaginated

EXHIBITED

- Art Gallery of Toronto, *Royal Canadian Academy of Arts,* 76th Annual Exhibition, November 25, 1955 – January 2, 1956, catalogue #18
- McMaster Museum of Art, Hamilton, *A.J. Casson Retrospective*, November 10 – December 11, 1971, catalogue #50

EXTREMELY FEW CANADIAN artists have been more celebrated than the members of the Group of Seven. They have been exhibited, written about and internationally fêted for over a century. A.J. Casson formally joined the Group in the summer of 1926, but he had painted with them throughout most of the 1920s, having met Group member Franklin Carmichael at the commercial art firm Rous & Mann Ltd. as his apprentice. During his time with the Group, Casson produced warm, humane canvases such as *Housetops in the Ward* (circa 1924, in the Thomson Collection at the Art Gallery of Ontario) and brilliant, striking oil sketches such as *Pic Island, Lake Superior* (1928, sold by Heffel in December 2021). The work he produced during this time stands beautifully amongst some of the most indelible images in Canadian art.

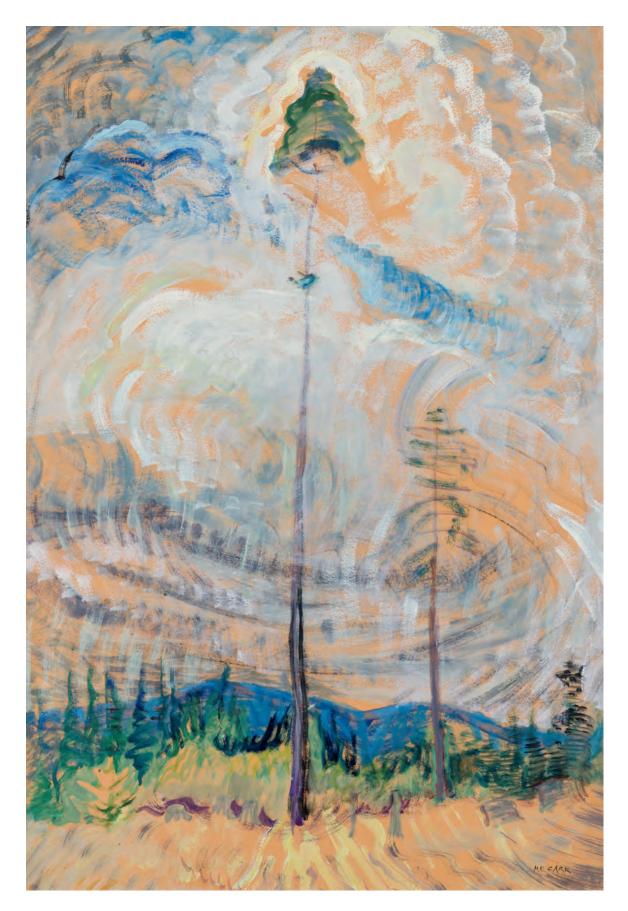
It is important to note, however, that many of Casson's most known and beloved works are not from the Group period, but from the years following. *Country Crisis* (sold by Heffel for a record price in November 2016), for example, was produced in 1940, and *The White Pine* (in the McMichael Canadian Art Collection) and *The Blue Heron* (sold by Heffel in May 1996) were both produced circa 1957. Casson was a young man when he joined the Group, not yet 30, which meant that he still had many years to explore his own distinctive aesthetic vision.

Although these earlier works are vital and irreplaceable, when Casson's career is looked at as a whole, it is the mid-1950s, when *Summer Sky* was produced, that mark the emergence of a style that was eminently his own. A contributing factor was Casson's long and award-winning career as a commercial artist with the firm Sampson-Matthews Ltd. While an important source of financial stability for his family, his commercial work also kept him from being able to focus all his attention on painting. By 1955, though, these responsibilities were drawing to a close, and the availability and refocusing of his energies is a hallmark of this moment just prior to his formal retirement in 1958.

Also essential to note is that Casson did not view his professional life as onerous, but rather regarded the lessons it taught him as key to his painterly achievements. From it he learned to use composition forcefully and dynamically, and to engage colour efficiently and effectively. To this point, one must always look to Casson's expert use of green, a demanding colour and one that can easily overwhelm an image. Casson became notably adept in his handling of it, driven to a mastery in part by rigorous professional training, and in part by many of his sketching trips being relegated to Sampson-Matthews' summer breaks.

It is formally and stylistically, however, where Casson's rich life as a commercial artist is the most evident. Canadian artists from J.E.H. MacDonald to Jack Bush have had careers as commercial artists, but it is Casson who most successfully adapted its visual stylizations to his painting. In Summer Sky, towering cloud formations softened by gentle pink undertones fill the entirety of the sky in graphic angularity, suspended above a stylized treeline rendered in Casson's aforementioned green. In neo-Cubist ventures, he expresses forms in their essence, stylized but still with remarkably true natural resonance. A key to this genuine presence is found in the currents that circumnavigate his shoreline. His alternations between the wind-brushed ripples and the glassy stillness reflecting the trees contain an undeniable note of authenticity. Here, at the outset of one of his greatest periods, Casson captures the majesty of the natural world with awe, reverence, and an artistic voice of uncommon clarity.

ESTIMATE: \$150,000 - 250,000



111 Emily Carr

BCSFA CGP 1871 - 1945

Scorned as Timber, Beloved of the Sky

oil on paper on board, signed M.E. Carr and on verso titled *Scorned as Timber, Beloved by the Sky* [*sic*] on the Roberts Gallery label, circa 1935 $34 \frac{12}{2} \times 23 \frac{12}{2}$ in, 87.6 × 59.7 cm

PROVENANCE

Private Collection Roberts Gallery, Toronto, circa 1960 The Art Emporium, Vancouver, 1974

Private Collection, Vancouver

LITERATURE

Doris Shadbolt, *The Art of Emily Carr*, 1979, reproduced page 141 and listed page 211

EXHIBITED

Women's Art Association of Canada, Toronto, 1935, then moved to Hart House in 1936

Vancouver Art Gallery, *Emily Carr: A Room of Her Own*, September 30, 2023 – September 8, 2024, the related 1935 canvas

THIS WORK IS the study for one of Emily Carr's most important canvases, *Scorned as Timber, Beloved of the Sky.* The canvas, part of the Emily Carr Trust collection selected by Lawren Harris, has been part of the Vancouver Art Gallery collection since the early 1940s.

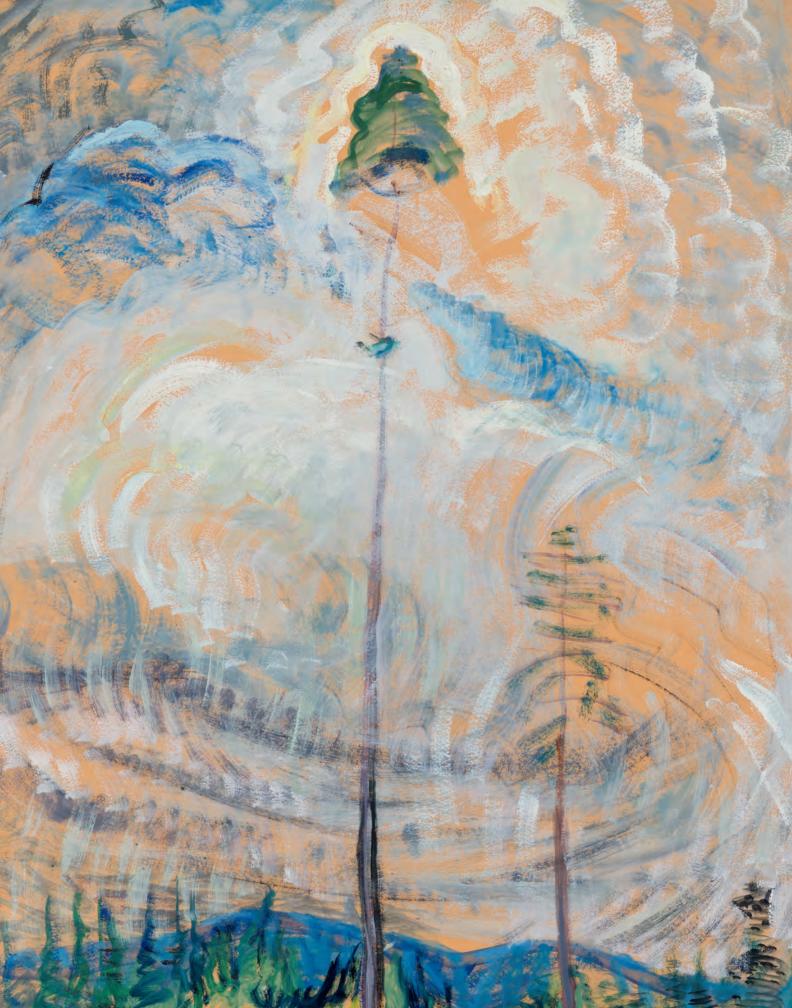
Like almost all of Carr's oil on paper works, *Scorned as Timber*, *Beloved of the Sky* was executed outdoors, on location, in front of the motif. Although we are uncertain exactly where Carr painted this study, it was likely painted west of Victoria, in the Metchosin area. From the early 1930s, Carr began to paint with thinned oils on manila paper, a light, inexpensive support that allowed her to work quickly and directly from her motif.

The subject, two extremely slender trees, left in place after the logging of the larger trees, is one of the most important expressions of Carr's growing understanding that the exploitation of the timber resources had somewhat negative impacts on the BC landscape. That being said, Carr's choice of title for the work suggests a degree of determined defiance and her joy in the actuality of nature, despite the ongoing logging operations present on Vancouver Island.



EMILY CARR Scorned as Timber, Beloved of the Sky oil on canvas, 1935 44 × 27 in, 112 × 68.9 cm Collection of the Vancouver Art Gallery, Emily Carr Trust, VAG 42.3.15

Not for sale with this lot



The sketch is remarkable for Carr's rapid handling of the subject—two thin trees rising up, against an active sky, towards the heavens, with the landscape in the foreground treated directly. The two foreground trees are seen against a quickly painted sky, which begins to act as an aureole around the trees. Carr's sky, however, is still somewhat unsettled when compared to the final canvas. There the disparate clouds seen in the sketch are reconfigured into a more insistent pattern behind the trees, acting as a halo for the dominant tree.

Carr made a number of changes to the composition when she painted the final canvas. The most notable of these changes are the sky, as mentioned, and the landscape in the lower section of the composition. In the sketch, Carr depicted what was actually there-a bare foreground, with limited vegetation in the middle ground and a low range of hills in the background. In the final canvas, Carr has changed both the sky and foreground. The distant hill is reduced in size and the horizon is lowered. The smaller trees, at both left and right, are strengthened in their form when compared to the sketch, but they play a minor, supportive role in the composition. The most dramatic change is the incorporation of a series of cut stumps in the lower section of the canvas. The presence of these stumps-not seen, except in the right foreground, in the oil on paper-emphasizes the fact that this is a logged over landscape. These now three spiky trees, too small to be useful as timber and therefore "scorned," are embraced by the majesty of the sky.

Carr's compositional decisions, to consolidate the cloud forms of the sky and enhance the trees in both the foreground and the background, all contribute to making the message of the image more forceful. The most important elements of the oil on paper sketch—the dramatic sky, the slim, slightly acentral tree, and the secondary evergreen to the left—have all been enhanced and strengthened in the final canvas.

The oil on paper sketch *Scorned as Timber*, *Beloved of the Sky* is a remarkable image vividly evoking the landscape of British Columbia and, by implication, the relationship between men, landscape and industry. The sketch is the source for one of Carr's greatest images, the oil on canvas of the same title.

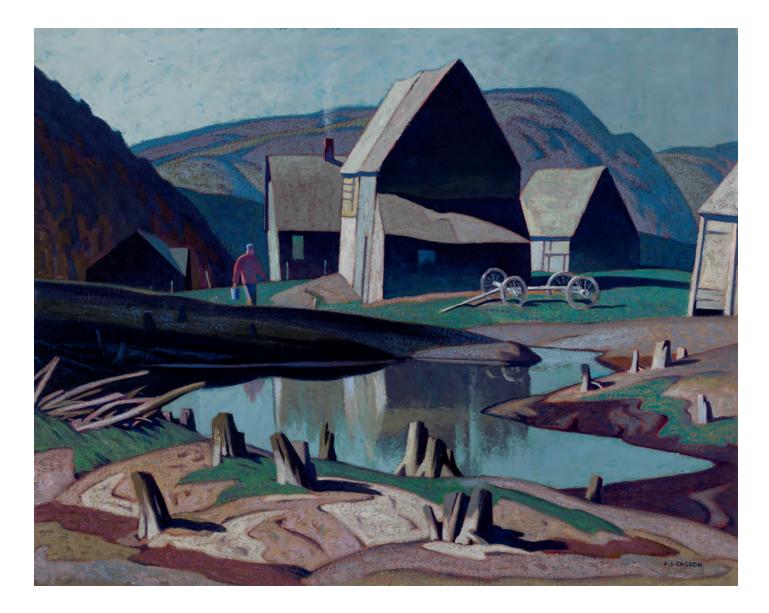
A comparison of the two images provides us with the supreme example of the essential role of the on-the-spot oil on paper sketch in creating the final image. A close examination of the two paintings suggests that Carr carefully refined the lively brushwork and sense of immediacy felt in the sketch to create the timeless and monumental image of the final canvas.

Although this oil on paper work has been rarely seen in the past 50 years, Doris Shadbolt's inclusion of the work in her major study *The Art of Emily Carr* hints at its importance. The sketch and the final canvas provide one of the most potent demonstrations of Carr's method as a mature painter and the integral role of the study in creating the final image. Both the oil on paper and the final canvas are demonstrations of Carr working at her peak, and each is a work of genius.

We thank Ian M. Thom, Senior Curator—Historical at the Vancouver Art Gallery from 1988 to 2018, for contributing the above essay.



Emily Carr in her studio, circa 1939 Photo: Harold Mortimer-Lamb



112 Alfred Joseph (A.J.) Casson

CGP CSPWC G7 OC POSA PRCA 1898 - 1992

Frosty Morning

oil on board, signed and on verso signed, titled and inscribed Birthday Gift 1963 to Mary Ellen Fleck and 43 Rochester Ave. Toronto on the 1952 Royal Canadian Academy of Arts label, 1949 24 × 30 in, 61 × 76.2 cm

PROVENANCE

Collection of the Artist, Toronto Acquired as a gift by Mr. and Mrs. A.W. Fleck, Ottawa, 1963 Galerie d'Art Vincent, Ottawa Private Collection, New York, 1994 Private Collection, Toronto

LITERATURE

Canadian National Exhibition, Toronto, 1951, listed page 9 Paul Duval, *A.J. Casson*, 1951, reproduced page 57 73rd Annual Exhibition, Royal Canadian Academy of Arts, Montreal Museum of Fine Arts, 1952, reproduced as frontispiece
Paul Duval, Four Decades: The Canadian Group of Painters and Their Contemporaries, 1972, reproduced page 29
A.J. Casson, Art Gallery of Windsor, 1978, listed page 42
Evelyn McMann, Royal Canadian Academy of Arts, Exhibitions and Members 1880 – 1979, 1981, listed page 66

EXHIBITED

Art Gallery of Hamilton, *Winter Exhibition*, 1950 Canadian National Exhibition, Toronto, 1951, catalogue #2 Montreal Museum of Fine Arts, *73rd Annual Exhibition, Royal Canadian Academy of Arts*, November 14 – December 7, 1952

FROSTY MORNING CAPTURES one of A.J. Casson's favourite sites, the Cloche Mountains, at one of his preferred times of day for outdoor sketching, early morning.¹ Renowned art writer Paul Duval described the "luminous" results of this felicitous confluence as "one of Casson's most telling atmospheric canvases."² Located north of Manitoulin Island, the Precambrian topography of the Cloche Mountains would inspire some of Casson's most iconic works, such as *White Pine* (1957), an oil on canvas painted for the collector Robert McMichael based on a 1948 watercolour.³

The Cloche Mountains had also been a sketching ground of Casson's mentor Franklin Carmichael (1890–1945), a founding member of the Group of Seven. Casson was the beneficiary of a demanding but fruitful apprenticeship to Carmichael at Rous & Mann, one of Toronto's leading commercial art firms, beginning in 1919. This master-apprentice relationship had gradually blossomed into friendship and mutual respect, with the two artists becoming frequent sketching companions. In 1926, while leaving a party at the home of Lawren Harris, Carmichael would casually inform Casson that he would fill the vacancy left by Franz Johnston, who had resigned his membership in the Group to fulfill teaching obligations in 1924.⁴ So it was that Casson became the youngest member of the legendary Group.

Casson's association with the Group of Seven would prove to be something of a mixed blessing. A 1928 sketching trip to the north shore of Lake Superior with Carmichael, Harris and A.Y. Jackson brought invaluable opportunities for Casson to hone his mastery of composition with the hawk-eyed Jackson, while observing the burgeoning abstraction of Harris's northern landscapes.⁵ However, the trip also alerted Casson to the potential "dangers" inherent in the magnetic influence exerted by senior Group members. ⁶ Always an independent spirit, Casson would increasingly seek to distinguish himself from his more established peers.

To wit, Casson pursued a judicious "foot in both camps" policy with respect to institutional affiliations, becoming an associate member of the more conservative Royal Canadian Academy (RCA) in 1926—the same year he joined forces with the rebellious Group of Seven. ⁷ He would ultimately be elected president of the RCA in 1949, the year *Frosty Morning* was painted. Casson's predilection for the watercolour medium was another assertion of autonomy. About three-quarters of Casson's production is in watercolour, a chronically neglected medium that he would actively promote by co-founding the Canadian Society of Painters in Water Colour with Carmichael and Fred Brigden in 1925. The transparency of watercolour is skilfully translated into oil in *Frosty Morning*, suggested by Casson's masterful handling of palette knife to indicate reflections on the crystalline surface of the central pool.

The "domino"-like roofs of *Frosty Morning*'s picturesque buildings are a subtle indication of the mild Cubism that marked Casson's production after 1945.⁸ This turn to abstraction can be understood as a nod to the growing internationalism of the post-war art scene in Canada, but it is also a sure sign of Harris's lingering influence. At the same time, Casson's choice of subject is consistent with the artist's long-standing exploration of the unique architectural heritage of Ontario towns and villages, what he dubbed his "Ontario quest."⁹

"If I have to define my own contribution to the Canadian art scene," he reflected in a 1978 interview, "what was particularly mine were really the rural villages and houses."¹⁰ This focus was intended to differentiate Casson's work from Jackson's paintings of rural Quebec. Such signs of habitation also distinguish Casson's pictures from Harris's otherworldly landscapes. The Kanien'kehá: ka curator Wahsontiio Cross views Casson's lived-in landscapes—nourished by boyhood rambles in Guelph and an influential early sketching trip to then rural Meadowvale—as aligned with contemporary Anishinaabe artist Michael Belmore's "respect for the land."¹¹

We thank Adam Lauder for contributing the above essay. Lauder is an art historian based in Toronto. He is an instructor at the University of Toronto and an adjunct professor at the Ontario College of Art and Design.

1. See Christopher E. Jackson, A.J. Casson: An Artist's Life (Kleinburg, ON: McMichael Canadian Art Collection, 1998), 46; Paul Duval, Alfred Joseph Casson: President, Royal Canadian Academy (Toronto: Ryerson Press, 1951), 26.

2. Duval, Alfred Joseph Casson, 25.

3. See Jackson, A.J. Casson, 47.

4. Ibid., 37; "Franz Johnston," National Gallery of Canada,

n.d., https://www.gallery.ca/collection/artist/franz-johnston.

5. See "A.J. Casson in Conversation," in *A.J. Casson* (Windsor, ON: Art Gallery of Windsor, 1978), exhibition catalogue, iii.

6. Jackson, A.J. Casson, 38.

7. Margaret Gray, Margaret Rand, and Lois Steen,

A.J. Casson (Agincourt, ON: Gage, 1976), 13.

8. Duval, Alfred Joseph Casson, 27.

9. "A.J. Casson in Conversation," iii.

10. Ibid.

11. Wahsontiio Cross, Nkweshkdaadiimgak Miinwaa Bakeziibiisan/Confluences and Tributaries/Confluents et affluents: Michael Belmore/A.J. Casson (Ottawa: Ottawa Art Gallery, 2018), exhibition catalogue, 9.



113 Emily Carr

BCSFA CGP 1871 - 1945

War Canoes, Alert Bay

watercolour on paper, signed, circa 1908 14 $\frac{3}{4}$ × 19 $\frac{1}{2}$ in, 37.5 × 49.5 cm

PROVENANCE

Collection of the Artist Acquired directly from the above by Dominion Gallery, Montreal, January 17, 1945, inventory #294e Acquired from the above by a Private Collection, Vancouver, May 23, 1947 By descent to a Private Collection, Vancouver *Fine Canadian Art*, Heffel Fine Art Auction House, May 17, 2012, lot 131 An Important Private Canadian Collection

LITERATURE

- Doris Shadbolt, *Emily Carr: A Centennial Exhibition*, Vancouver Art Gallery, 1975, revised edition, reproduced page 66, the smaller circa 1908 watercolour reproduced page 66, and the related 1912 oil *Indian War Canoe (Alert Bay)* and 1912 canvas *War Canoes, Alert Bay* reproduced page 71
- Doris Shadbolt, *The Art of Emily Carr*, 1979, reproduced page 41, plate 16, and the related 1912 canvas *War Canoes, Alert Bay* reproduced page 41, plate 17
- Doris Shadbolt, *Emily Carr*, National Gallery of Canada, 1990, listed in "Works in the Exhibition," unpaginated addendum
- Susan Crean, editor, Opposite Contraries: The Unknown Journals of Emily Carr and Other Writings, 2003, page 177

Emily Carr, Growing Pains, 2005, page 257

- Gerta Moray, Unsettling Encounters: First Nations Imagery in the Art of Emily Carr, 2006, pages 80, 81, 85 and 146, the smaller circa 1908 watercolour reproduced page 88 and the related 1912 canvas reproduced page 149
- Ian Thom and Grant Arnold, editors, *Shore, Forest and Beyond: Art from the Audain Collection*, Vancouver Art Gallery, 2011, the related 1912 canvas reproduced front cover and page 35
- From the Forest to the Sea: Emily Carr in British Columbia, Dulwich Picture Gallery, 2014, reproduced page 152 and listed page 296, the related 1912 canvas reproduced page 153, listed page 296
- *Emily Carr: Fresh Seeing—French Modernism and the West Coast*, Audain Art Museum, 2019, reproduced page 6 (detail) and page 80, listed page 148, and the related 1912 canvas reproduced page 7 (detail) and page 81, listed page 149

EXHIBITED

- Vancouver Art Gallery, *Emily Carr: A Centennial Exhibition*, May 18 – August 29, 1971, traveling in 1971 – 1972 to the Montreal Museum of Fine Arts and Royal Ontario Museum, Toronto, catalogue #10
- National Gallery of Canada, Ottawa, *Emily Carr*, June 29 September 3, 1990, catalogue #5
- Dulwich Picture Gallery, London, *From the Forest to the Sea: Emily Carr in British Columbia*, November 1, 2014 – March 15, 2015, traveling to the Art Gallery of Ontario, Toronto, April 11 – August 9, 2015
- Audain Art Museum, Whistler, Emily Carr: Fresh Seeing—French Modernism and the West Coast, September 21, 2019 -



EDWARD CURTIS The Wedding Party, 1914 Still from In the Land of the Head Hunters

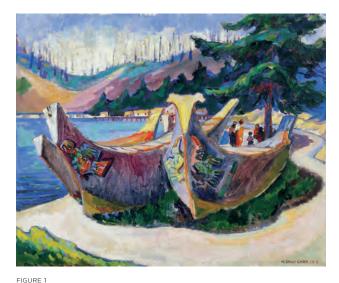
January 19, 2020, traveling in 2020 – 2021 to the Beaverbrook Art Gallery, Fredericton, and the Royal BC Museum, Victoria, catalogue #80 and the related 1912 canvas catalogue #81

EMILY CARR'S *War Canoes, Alert Bay* is an icon of Canadian art. The subject in watercolour serves as the basis for the oil on canvas of the same title, now housed in the Audain Art Museum. The work (figure 1) stands as a cornerstone holding in the museum's collection and was featured on the cover of a 2011 Vancouver Art Gallery catalogue. The other related oil, entitled *Indian War Canoe (Alert Bay)* (figure 2), is the cornerstone Carr painting in the collection of the Montreal Museum of Fine Arts. Furthermore, this magnificent watercolour boasts an illustrious exhibition history, having been included in every major exhibition featuring Carr's work.

In April of 1913, Emily Carr held an important exhibition of her work at Drummond Hall, Vancouver. The exhibition included almost 200 works and was her first solo show. The works presented were the result of her travels in the summer of 1912 to northern British Columbia, where she visited a number of First Nations villages on both Haida Gwaii and the mainland. The exhibition also featured many of the earlier First Nations studies, such as *War Canoes, Alert Bay*, done in the years 1908 to 1910. Carr had previously shown some of what an unidentified reporter had described as her "strong, clever studies of Indian life."¹ Indeed, it likely that this watercolour was included in that exhibition.²

The larger 1913 exhibition, which concentrated exclusively on First Nations subjects, also occasioned Carr's first public talk. Her speech entitled "Lecture on Totems" was delivered twice during the exhibition. Carr began her remarks as follows:

My object in making this collection of totem pole pictures has been to depict these wonderful relics of a passing people



ENDLE 1 EMILY CARR War Canoes, Alert Bay oil on canvas, 1912 25 × 31 ½ in, 63,5 × 80 cm Collection of the Audain Art Museum

Not for sale with this lot

in their own original setting: the identical spots where they were carved and placed by the Indians in honour of their chiefs. These poles are fast becoming extinct. Each year sees some of their number fall, rotted with age; others bought and carried off to museums in various parts of the world; others, alas, burned down for firewood.³

Carr clearly had a sense of mission in choosing to portray First Nations villages such as Alert Bay. This sense of mission took form in 1907. In the summer of that year, she and her sister Alice took a boat trip to Alaska. This trip changed the course of her artistic career. As she writes in her autobiography *Growing Pains*:

We passed many Indian villages on our way down the coast. The Indian people and their Art touched me deeply.... By the time I reached home my mind was made up. I was going to picture totem poles in their own village settings, as complete a collection of them as I could.

Carr felt that "Indian Art broadened my seeing, loosened the formal tightness I had learned in England's schools."⁴

One of the villages Carr and her sister visited was 'Yalis or Alert Bay, the Kwakw<u>a</u>k<u>a</u>'wakw village on Cormorant Island, off the northern coast of Vancouver Island. The village was a striking sight for tourists because of the "row of ten large community houses facing the beach, with five major carved totem poles and a pair of eagle houseposts in front of them."⁵

Carr decided to revisit the community in 1908, and the houses and poles of Alert Bay became an important subject for the artist. As Gerta Moray notes, she painted "at least six large views of the impressive house row and boardwalk."⁶ It was almost certainly on this trip (or immediately afterward) that she executed *War*

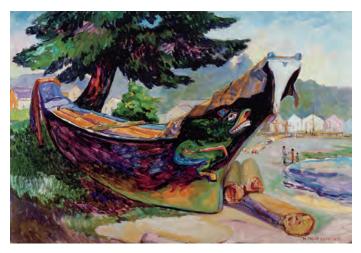


FIGURE 2 EMILY CARR Indian War Canoe (Alert Bay) oil on cardboard, 1912 25 ½ × 37 ½ in, 65 × 95.5 cm Collection of the Montreal Museum of Fine Arts Gift of A. Sidney Daves, inv. 1948.995

Not for sale with this lot

Canoes, Alert Bay along with another watercolour, *War Canoe, Alert Bay* (private collection, sold by Heffel in November 2011). *War Canoes, Alert Bay*, which is the larger, more developed version of the watercolours, is a powerful composition that depicts the village in the distance and gives prominence to a group of canoes in the foreground. These canoes were important possessions of the village, displayed as "emblems of wealth that had passed from one owner to another as potlatch gifts."⁷ Carr was obviously struck by the beautiful forms of the canoes and their vivid painted decoration. The tree that rises above the canoe at the right is sensitively rendered and hints at the great accomplishment and boldness of her later paintings of BC's forests.

The "broadening of her vision" and loosening of the "formal tightness" of her work that "Indian Art" had inspired also made Carr feel that she needed further training, and in the fall of 1910, she left for a period of intensive study in France. There she was introduced, through her studies with British and New Zealand expatriate artists, to the brilliant non-naturalistic colour use of the Fauves, such as Henri Matisse and André Derain. Her brushwork in both watercolour and oil also opened up, and the work she produced in France displays a new energy. With these new methods, she returned to Canada and First Nations subjects.

This new approach to art-making also allowed her to reconsider her earlier Alert Bay subjects, and the 1908 watercolours became the basis for 1912 canvases. Carr seems to have been particularly struck by the canoes she saw in Alert Bay, and she produced important canvases of this subject. *Indian War Canoe* (*Alert Bay*), as previously mentioned, is now in the collection of the Montreal Museum of Fine Arts. The second, in the Audain Art Museum collection, also titled *War Canoes, Alert Bay*, is based on this watercolour. In the canvas, Carr has reproduced all of the elements that made the watercolour such a compelling composition.



Installation view of *Emily Carr: A Centennial Exhibition*, Vancouver Art Gallery, 1971, with *War Canoes, Alert Bay* indicated

Emily FRESH Carr SEEING

FRENCH MODERNISM AND THE WEST COAST

AUDAIN ART MUSEUM September 21, 2019 – January 20, 2020



NATIONAL GALLERY OF CANADA • OTTAWA • MUSÉE DES BEAUX • ARTS DU CANADA 29 JUNE TO 3 SEPTEMBER 1990 • 29 JUIN AU 3 SEPTEMBRE 1990

> 5. War Canoes (Alert Bay) 1908-09 Wetercolour on paper, 36.9 x 48.9 cm Private collection

The canvas, however, uses Fauve-influenced colours, seen most strikingly in the vivid purple on the background hillside and the elements of purple and blue in the tree trunk. The canvas also simplifies the background and introduces a small group of people, who serve to emphasize the size and splendour of the canoes.

War Canoes, Alert Bay was an important subject for Carr and an early example of her documentary project that culminated in the 1913 exhibition. Although Carr did not succeed in having the BC government purchase the collection of paintings, something which the first owner of the canvas, Mrs. Dennis Harris, lobbied for, works such as *War Canoes, Alert Bay* provide a vital record of Kwakw<u>aka</u>'wakw culture and mark Carr's emergence as a major and distinct voice in Canadian painting.

Included with this lot are copies of correspondence between Doris Shadbolt, the National Gallery of Canada, and publisher Douglas & McIntyre relating to exhibition loans, which form a historical record of this iconic watercolour.

1. Quoted in Gerta Moray, *Unsettling Encounters: First Nations Imagery in the Art of Emily Carr* (Vancouver: UBC Press, 2006), 80. 2. Ibid., 81.

3. Quoted in Susan Crean, *Opposite Contraries: The Unknown Journals of Emily Carr and Other Writings* (Vancouver: Douglas & McIntyre, 2003), 177.

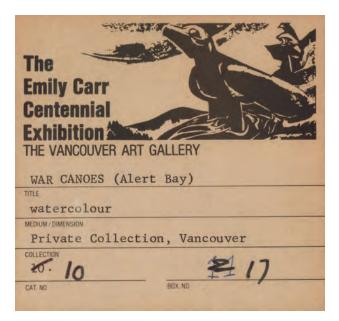
4. Emily Carr, *Growing Pains: The Autobiography of Emily Carr* (Toronto: Clarke, Irwin, 1946), 211. Citations refer to the 1966 paperback edition.

5. Moray, Unsettling Encounters, 85.

6. Ibid., 86.

7. Ibid.

ESTIMATE: \$500,000 - 700,000



TOP: Audain Art Museum 2019 – 2020 exhibition label

MIDDLE: National Gallery of Canada 1990 exhibition label

воттом: Vancouver Art Gallery 1971 exhibition label



114 Efa Prudence Heward

BHG CAS CGP 1896 - 1947

Sunflowers

oil on canvas, initialed and on verso signed, titled, dated 1936 and inscribed variously 34 ¼ × 36 in, 87 × 91.4 cm

PROVENANCE

Estate of the Artist

By descent within the family of the Artist, Montreal

LITERATURE

Memorial Exhibition: Prudence Heward, 1896 - 1947, National Gallery of Canada, 1948, listed page 11 Retrospective Exhibition: Prudence Heward, Galerie Walter

Klinkhoff, 1980, listed, unpaginated Natalie Luckyj, *Expressions of Will: The Art of Prudence Heward*, Agnes Etherington Art Centre, 1986, listed

Retrospective Exhibition: The Beaver Hall Group, Galerie Walter Klinkhoff, 1999, listed, unpaginated

The Beaver Hall Group: A Fundraising Exhibition, Galerie Walter Klinkhoff, 2007, listed, unpaginated

EXHIBITED

- Empire Exhibition, *Canadian Painting*, South Africa, Australia and New Zealand, 1936 1939
- National Gallery of Canada, Ottawa, *Memorial Exhibition: Prudence Heward, 1896 – 1947*, March 4 – 29, 1948, traveling in 1948 to the Art Association of Montreal, catalogue #11
- Galerie Walter Klinkhoff, Montreal, *Retrospective Exhibition: Prudence Heward*, September 1980, catalogue #48
- Agnes Etherington Art Centre, Kingston, *Expressions of Will: The Art of Prudence Heward*, March 1 – April 27, 1986, traveling to the McMichael Canadian Art Collection, Kleinburg, catalogue #30
- Galerie Walter Klinkhoff, Montreal, *Retrospective Exhibition: The Beaver Hall Group*, September 1999, catalogue #50 Galerie Walter Klinkhoff, Montreal, *The Beaver Hall Group*:
- A Fundraising Exhibition, April 2007, catalogue #77

IN HER SPEECH at the opening of Prudence Heward's memorial exhibition on May 13, 1948, Anne Savage (1896-1971) remarked: "Not since the days of J.W. Morrice has any native Montrealer brought such distinction to her native city, and never has such a contribution been made by a woman."1 Efa Prudence Heward (1896 - 1947) is best known for her paintings of women, such as Girl on a Hill (1928, National Gallery of Canada), which won first prize at the Willingdon Art Competition in 1929. Amongst her many paintings are Heward's portrayals of Black girls and women. These include Dark Girl (1935, Hart House, University of Toronto), Sunflowers (1936), Hester (1937, Agnes Etherington Art Centre), Clytie (1938, Robert McLaughlin Gallery, Oshawa), and Girl in the Window (1941, Art Gallery of Windsor).² There is another painting of a Black girl with a flower held by her face (n.d.), in the collection of the Robert McLaughlin Gallery. Sunflowers is the last of Heward's major paintings depicting the Black female subject to exit a private collection.

In 1919, after spending two years working for the Red Cross in London during the First World War, Heward returned to Montreal and trained under William Brymner at the Art Association of



Studio portrait of Prudence Heward, circa 1927 Courtesy of the family of Efa Prudence Heward

Montreal. She later took private lessons with Randolph Hewton. Because Heward had her own studio in her family home on Peel Street, she was not an official member of the Beaver Hall Group, which formed in 1920 and shared studio space at 305 Beaver Hall Hill.3 Nonetheless, she was famously close friends with several members of the group including Mabel Lockerby, whom Heward immortalized in two paintings: Miss Lockerby (circa 1924, Power Corporation of Canada Art Collection) and At the Café (Miss Mabel Lockerby) (circa 1929, Montreal Museum of Fine Arts). Heward was respected and often beloved by her colleagues in both Montreal and Toronto. In a 1932 article in the Montreal Gazette, a journalist described her as "an adopted daughter of the Group of Seven," because she had exhibited with them three times.4 A.Y. Jackson was particularly supportive of Heward, and with members of the Group, Heward co-founded the Canadian Group of Painters in 1933. She was also a founding member of the Contemporary Arts Society in 1939.

After winning the Women's Art Society Prize for painting in 1924, when she was a student in the advanced class at the Art Association of Montreal, Heward returned to Europe, studying in Paris at the Académie Colarossi under Charles Gérin and at



PRUDENCE HEWARD Dark Girl oil on canvas, 1935 36 × 40 in, 92 × 102 cm Hart House Collection, University of Toronto

Not for sale with this lot

the École de beaux-arts with Bernard Naudin. While in Paris she became familiar with European modernism, including Post-Impressionism, Fauvism and Art Deco. This awareness of European avant-garde styles is evident in Heward's use of bold, unnatural colour such as the acid-pink apron in her well-regarded portrait *Rollande* (1929, National Gallery of Canada) and her use of visible, expressive brush-strokes in many of her paintings of the late 1920s, 1930s and 1940s.

In a letter dated February 1, 1930, Jackson wrote to painter Isabel McLaughlin: "I think she [Heward] and [Edwin] Holgate are the strongest painters in Montreal."⁵ The letter was intended as encouragement for McLaughlin to meet Heward in Europe, where she had returned once again in 1929. McLaughlin and Heward became close friends, traveling to Bermuda together for the first time in 1936, the same year that Heward painting *Sunflowers.*⁶ Heward had painted her first depiction of a Black woman in 1935 with *Dark Girl*, which was exhibited several times during Heward's life, including at the Canadian Group of Painters show in 1936, where it was listed for \$900, and in the *Century of Canadian Art* exhibition at the Tate Gallery in London in 1938.⁷

Given the date of *Dark Girl*, the model for the painting was almost certainly a Black woman living in Montreal. Art historian Charmaine Nelson has observed that Heward likely hired Black women who were working either as domestics or as professional models at art schools and community centres in Montreal.⁸ During her time in Bermuda in 1936, Heward sketched, and may have painted, Black female models. For instance, she produced a preparatory sketch (*Study of a Black Nude*) in or around 1936.⁹ Notably, there are preparatory sketches on the verso of *Sunflowers*. Pencil lines create the impression of an oval head, neck, torso and two left arms: one bent at the elbow with the hand hidden behind the head, and one laid flat in front of the torso. A right arm crosses the torso, and the "hand" is placed upon the inside of the elbow of the straightened arm. While the long oval face is not unlike the young Black woman's face in *Sunflowers*, the arms are dissimilar from the pose in the finished painting.

Although Heward's first painting of a Black woman was produced in 1935, she owned a copy of George Bernard Shaw's 1932 book The Adventures of the Black Girl in Her Search for God, which includes illustrations by English wood-engraver John Farleigh. It is not clear when Heward became aware of Shaw's book, whether in 1932 or thereafter, but it is noteworthy that in Farleigh's images, the Black female protagonist is depicted naked with a long, lithe body and small breasts. Heward depicts her subject with a similar body type, although in Heward's painting the young woman is thinner, with visible ribs. The subject is centred between two sunflower stalks, which she holds onto with her two raised hands; her fingers are long and elegant. Her large, almond-shaped eyes gaze off to the left side of the canvas, which is common in Heward's representations of women. Her black hair appears to be braided, and it is pinned up on the sides of her head. Light strikes her chest and forearms, almost like a camera flash. The young woman's body demonstrates Heward's widely recognized skill in realistically modeling her human subjects.

In the same 1932 article in the *Montreal Gazette*, the journalist writes that "in her portraits [Heward] never allows the setting to become just a background, but it is always an integral part of the picture."¹⁰ This is certainly true for *Sunflowers*. The subject is close to the picture plane, and she is unquestionably the primary focus, but she is quite clearly emmeshed with the sunflowers and the dark green foliage that surrounds her on all sides. Her face, shoulders and torso are framed by what appears to be a rust-coloured, furrowed field. Fields of this particular shade are frequently visible in photographs of Bermuda, suggesting that the painting was indeed produced in, or at least inspired by, Bermuda.

Heward preferred the term "figures" to "portraits" when describing her depictions of human subjects, and while it is probable that *Sunflowers* depicts one specific person, the model is not named, which was fairly typical for Heward's figurative paintings. Only some of her white and Black female subjects are named, and even then, the models are usually identified by only their first or last name. Without the name of the woman who modeled for *Sunflowers*, then, it is possible to read the painting as not only a portrait but also as a symbolic or allegorical image. The significance of the sunflowers is apparent, given the title of the work and the fact that the young Black woman is framed by two sunflowers. Heward's painting anticipates by seven years surrealist painter Dorothea Tanning's *Eine Kleine Nachtmusik* (A Little Night Music) of 1943, which portrays two young girls alongside a monstrous sunflower.

Although in Tanning's work the sunflower suggests something threatening, generally sunflowers are regarded in Western culture as symbols of loyalty, adoration, hope, warmth, positivity and strength as well as strong bonds and lasting happiness. These symbols sprang from the Greek myth of the water nymph Clytie and Apollo, the sun god, in which Clytie was in love with Apollo, who spurned her. Despite his rejection, Clytie continued to watch Apollo cross the sky, never taking her eyes off of him, and eventually she was turned into a sunflower, whose face continued to follow the sun.¹¹ It is possible, then, to view Heward's subject in *Sunflowers* as perhaps a sun deity or, alternatively, as a young woman associated with symbols of hope, light and warmth.

Interestingly, in light of the myth that created sunflower symbolism, Heward painted a young Black girl two years after creating Sunflowers. Clytie (1938, Robert McLaughlin Gallery) depicts its subject wearing a pink dress with a blue bow, standing against a stone wall, which separates her from the pink building in the background. She wears white gloves, and her hands are crossed politely in front of her. Both of her white socks, but especially the right one, are starting to bunch around her ankles. Combined with her serious facial expression, this gives the young girl a sense of vulnerability and pathos. It has long been assumed that the girl's name was actually Clytie, given the title, and this may well be the case, but considered in dialogue with the sunflower symbolism in the 1936 painting, it is worth considering whether this title was intended to be symbolic rather than eponymous. Like Dark Girl, Clytie has been exhibited several times, including at the 1939 Art Association of Montreal spring exhibition and the 1939 Canadian Group of Painters show, where it was listed for \$450.12

Heward's ability to paint decreased in 1945 due to her severe asthma. She died in Los Angeles in 1947, and the following year a memorial exhibition, which included 102 of her works, was displayed at the National Gallery of Canada from March 4 until March 29. The exhibition then toured other cities in Canada from April 2, 1948, until August 31, 1949. Prior to the memorial exhibition, *Sunflowers* was included in the *Canadian Painting* section of the Empire Exhibition in Johannesburg and other locations in South Africa, Australia and New Zealand (1936 – 1939).¹³ Since Heward's death in 1947, *Sunflowers* has been in the collection of the Heward family.

We thank Julia Skelly, author of *Prudence Heward: Life & Work* (Art Canada Institute), for contributing the above essay. Skelly received a PhD from Queen's University, and she teaches in the Department of Art History at Concordia University.

1. "Address of Miss Savage at Opening of Memorial Exhibition," May 13, 1948, typescript, Canadian Women Artists History Initiative Archives, Concordia University, Montreal.

2. The date for *Sunflowers* is sometimes identified as circa 1936, but the date is given confidently as 1936 in the catalogue for the National Gallery's memorial exhibition for Heward in 1948. *Sunflowers* is catalogue #11. *Memorial Exhibition: Prudence Heward*, 1896 - 1947 (Ottawa: National Gallery of Canada, 1948), exhibition catalogue, 11.

3. Kristina Huneault, "'As Well as Men': The Gendering of Beaver Hall," in *1920s Modernism in Montreal: The Beaver Hall Group*, ed. Jacques Des Rochers and Brian Foss (Montreal: Montreal Museum of Fine Arts, 2015), exhibition catalogue, 263–92.

4. "Prudence Heward Shows Paintings," *Montreal Gazette*, April 27, 1932

5. Isabel McLaughlin Archives, 2303.37/10/26, Queen's University, Kingston.

6. Natalie Luckyj, *Expressions of Will: The Art of Prudence Heward* (Kingston: Agnes Etherington Art Centre, 1986), 65.

7. Charles C. Hill, *Canadian Painting in the Thirties* (Ottawa: National Gallery of Canada, 1975), 122.



PRUDENCE HEWARD Clytie oil on canvas, 1938 40 × 26 in, 101.8 × 66.6 cm Collection of the Robert McLaughlin Gallery, Oshawa

Not for sale with this lot

8. Charmaine A. Nelson, *Representing the Black Female Subject in Western Art* (London: Routledge, 2010), 2.

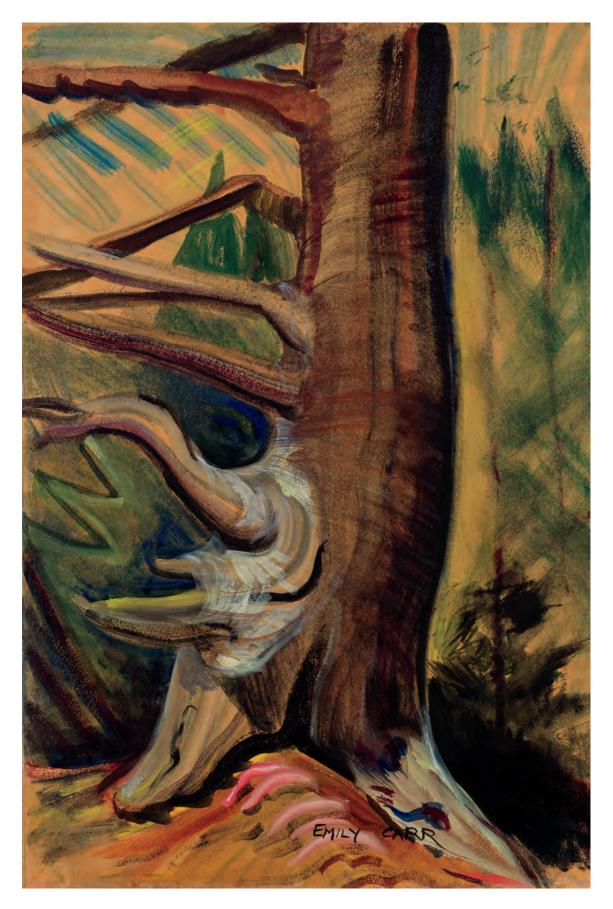
9. Julia Skelly, "Key Works: Hester 1937," in *Prudence Heward: Life & Work* (Toronto: Art Canada Institute, 2015), https://www.aciiac.ca/art-books/prudence-heward/key-works/hester/.

10. "Prudence Heward Shows Paintings."

11. See "Clytie," Smithsonian American Art Museum, https:// americanart.si.edu/artwork/clytie-20026. The story of Clytie and Apollo is mostly known from Ovid's *Metamorphosis* (AD 8).

12. Hill, Canadian Painting in the Thirties, 122.

13. Ibid.



115 Emily Carr

BCSFA CGP 1871 - 1945

Tree Trunk

oil on paper on canvas, signed and on verso stamped Dominion Gallery Montreal on a label, circa 1935 17 $\frac{3}{4} \times 12$ in, 45.1 × 30.5 cm

PROVENANCE

Estate of the Artist Dominion Gallery, Montreal Private Collection, Victoria

EMILY CARR'S ENGAGEMENT with the landscapes of British Columbia was the defining element of the last half of her career. While she occasionally returned to Indigenous subjects in her later work, most of her work from the 1930s and '40s depicts the landscape of her native province—a subject she both loved and admired.

Carr's oil on paper sketches of the 1930s demonstrate her intense and vivid interaction with the landscapes of British Columbia. Carr was deeply involved in experiencing and depicting especially the coastal forests. Her decision to employ oil on paper as the primary medium to depict this landscape reflects her conviction that the forest needed to be rendered closely and directly. For Carr, direct, personal "communion" with her subjects was critical to achieving the truth and intensity she wanted. Inexpensive, portable and easily worked, oil on paper became Carr's primary sketching method for the latter part of her career.

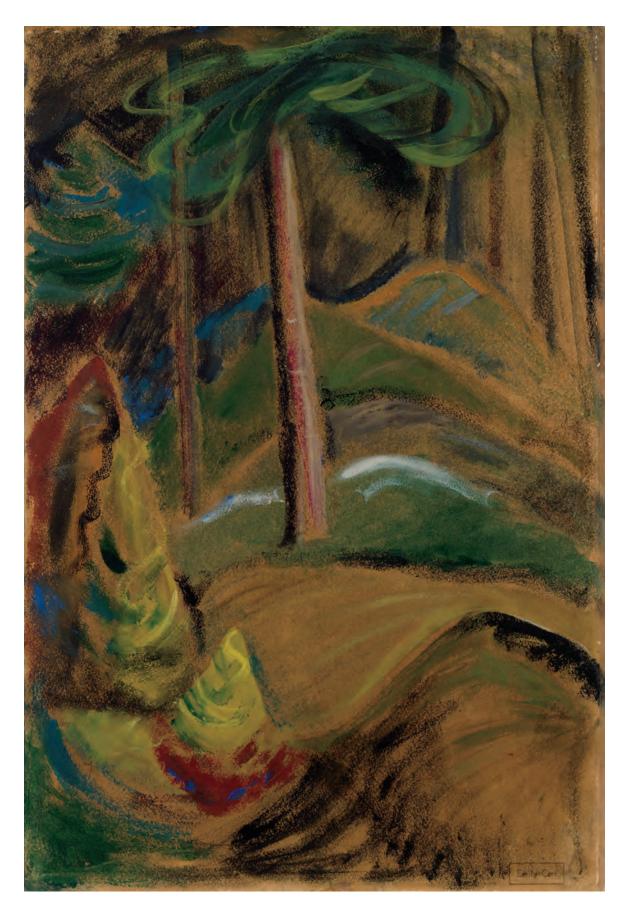
The oil on paper works were initially conceived of as preparatory works for canvases, but Carr quickly realized that these images had value in and of themselves. While there are many examples of oil on paper sketches that serve as sketches for canvases, there are far more oil on paper works that stand on their own. *Tree Trunk* is a boldly independent image. It reflects Carr's deep engagement with the BC rainforest landscape. What is striking about this image is that it appears to depict a dead rather than a living tree trunk. The vividly coloured foreground soil suggests that the area immediately around this bare tree trunk may have been ravaged by fire. The death of this massive tree is suggested by the striking contrast between the bare trunk and branches and the richly foliated trees in the background. Carr's decision to abruptly truncate the upper section of the main trunk and place an area of black immediately below the trunk further suggest that the main tree trunk is dead. The vivid greens of the background also emphasize the lifelessness of the central tree rendered in browns, blacks and grey white.

Why would Carr depict a massive dead tree? This is surely an example of Carr's somewhat oblique relationship with the logging industry of BC—something which is also seen in her canvases *Scorned as Timber, Beloved of the Sky*, 1931 (collection of the Van-couver Art Gallery) and *Odds and Ends*, 1939 (collection of the Art Gallery of Greater Victoria). The tree in *Tree Trunk* has escaped the loggers but fallen victim to fire. This natural phenomenon was something to note. A tree goes through its life cycle free of human demands, and for Carr, this was something to celebrate.

Carr was perhaps the most acute observer of the forest landscape of her beloved British Columbia. *Tree Trunk* beautifully demonstrates that she was willing to consider all aspects of that landscape.

We thank Ian M. Thom, Senior Curator—Historical at the Vancouver Art Gallery from 1988 to 2018, for contributing the above essay.

ESTIMATE: \$100,000 - 150,000



116 Emily Carr

BCSFA CGP 1871 - 1945

Forest Glade

oil on paper on canvas, signed with the estate stamp and on verso titled and inscribed with the Dominion Gallery inventory #E1566 on the gallery label, circa 1935 18×12 in, 45.7 \times 30.5 cm

PROVENANCE

Estate of the Artist Dominion Gallery, Montreal Private Collection, Victoria

EMILY CARR SKETCHED outdoors from early in her career. These outdoor works, both watercolours and oils, were generally conceived of as studies for canvases she would later execute in her studio. Like her colleagues in the Group of Seven, Carr produced many more on-the-spot sketches than canvases. Her first-hand recording of and reaction to the landscape and forest allowed Carr to quickly and decisively record her initial reactions. These works, done on location, would sometimes become the basis for a more considered work, painted on canvas, that was developed in her studio.

Carr's initial studies in the landscape were either watercolour or oil on panel works. By the early 1930s, Carr had begun to paint directly from the landscape using relatively inexpensive manila paper as a support. Carr's unmediated response to her subject required a new painting method, and she began to use oil paint thinned with gasoline as her primary sketching medium. The oils on paper she produced, which vary in size, allowed Carr to work rapidly to record her chosen subject.

Forest Glade is an example of Carr's direct approach to depicting landscapes. Painted on site, the work has an immediacy that comes from Carr's close engagement with her subject. The whole image is animated by bold brushwork and decisive placement of the elements of the composition. The immediacy of the scene is suggested by the quickly painted foreground, which allows the viewer to place themselves in relation to the landscape. It is viewed from a slightly elevated position, allowing us to see into the forest itself. The fact that Carr has chosen not to include a distant view is indicative of her own experience of the forest.

The greater world is not ignored, however. The inclusion of a patch of sunlight in the middle distance and the pattern of light on the right side of the central tree trunk allow the viewer reference to the larger world. That being said, Carr's main interest is the forest itself. Her differing treatment of the foliage of the fir trees is striking, with the paint applied with a staccato energy. The smaller trees in the foreground are painted in a bright yellow green, which speaks to young growth. The larger central tree has expressive and sweeping darker green foliage, intimating that a breeze animates the whole scene.

The sketch is enlivened by Carr's rhythmic and powerful brushwork, which suggests that, for Carr, the forest was a locus of energy. Equally apparent is Carr's willingness to use expressive rather than realistic colour—note, for example, the vivid blues that light up the left half of the work, giving the image both greater depth and expressive conviction. Clearly, *Forest Glade* was painted with both decisive speed and considerable energy. Carr was deeply engaged with her subject. For her, the forest was a place of both visual excitement and spiritual energy.

We thank Ian M. Thom, Senior Curator—Historical at the Vancouver Art Gallery from 1988 to 2018, for contributing the above essay.

Please note there were two Emily Carr estate stamps. The National Gallery of Canada has the lower case stamp and the BC Archives has the upper case stamp in their collections. Lawren Harris used the upper case stamp (EMILY CARR) to stamp works before sending them to Dr. Max Stern of the Dominion Gallery, who handled the estate of Emily Carr. Dr. Stern had the lower case stamp (Emily Carr) at his gallery in Montreal.

ESTIMATE: \$100,000 - 150,000



117 Cornelius David Krieghoff

1815 - 1872

Father Returns Home

oil on canvas, signed 13 × 18 in, 33 × 45.7 cm

PROVENANCE

A Distinguished Private Collection, Ontario

MUCH OF CORNELIUS KRIEGHOFF's work in Quebec is devoted to the lives of the *habitants*, people who lived in the countryside rather than in the cities of Montreal or Quebec. These rural citizens held a fascination and appeal for Krieghoff that meant he returned to them in his paintings again and again. His pictorial narratives provide a fascinating glimpse into the lives of these early Quebec settlers.

Father Returns Home is a vivid image of *habitant* life, replete with detail. The central tableau focuses on the man of the house returning to his family. The *habitant* father, richly clothed in a yellow coat held in place by a *ceinture fléchée*, lifts his younger child into the air. His wife, an older child and an attentive dog all act as witnesses to the happy reunion. This scene of return is central to the image, but Krieghoff carefully observes many aspects of the family's lives. The cabin itself is finely detailed: snow and icicles edge the roof, and the warmth of the interior is hinted at through the smoke rising from the chimney. The residents' relative wealth is indicated by the glassed window and the fact that the family employs two servants.

Equally well observed is the sleigh in which the father has returned. Note, for example, the elegant curlicue of the runners at the rear of the sleigh, the brightly painted jug inside it and the blanket draped over the back. Krieghoff has also paid close attention to the horse that pulled the sleigh. The harness is carefully rendered, and the visible steam coming from the horse's nostrils suggests the coldness of this winter scene. The man attending the horse is clothed in a red hat, green jacket and blue trousers, a colour scheme that is echoed in the clothing of the female servant who draws water in the left forefront of the painting.

The importance of having a ready supply of water is emphasized by the woman drawing water from a semi-frozen pond. The wall behind and wooden cover to the right of her would have helped to ensure that the waterhole was ice-free. Equally important was a good source of fuel for the house fires. Krieghoff has meticulously detailed the woodpile itself and the sawhorse and axe that allowed the logs to be cut for use in the home. The need for the family to raise its own food is suggested by the group of three chickens in the centre right foreground. The isolation of this family home is accentuated by the grandeur of the distant mountain landscape and the closeness of the forest behind their house and barn.

Father Returns Home is a richly observed image that provides insight into the ways of the *habitants* of nineteenth-century Quebec. Krieghoff's enormous skill as a narrative painter is very clear in this canvas. We feel that we know something of the lives of these people. The fact that the scene, although based on observation, is almost certainly drawn entirely from his imagination only serves to emphasize Krieghoff's genius. <image>

detail



118 Cornelius David Krieghoff

1815 - 1872

Indian Portage

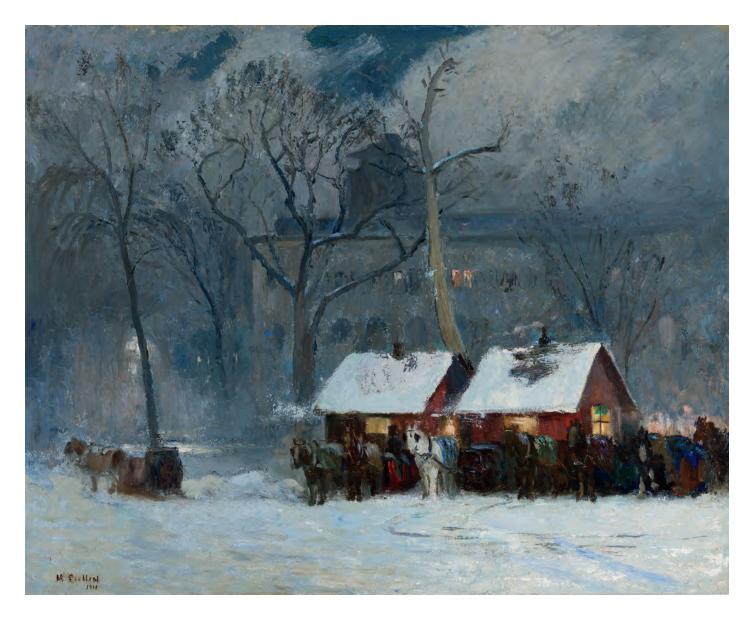
oil on canvas, signed and on verso titled on a label and inscribed *No. 370* 12 × 16 ½ in, 30.5 × 41 cm

PROVENANCE

Premier Joseph-Adélard Godbout, Quebec A Distinguished Private Collection, Ontario

THE LIVES AND activities of Quebec's Indigenous population were of great interest to Cornelius Krieghoff. An immigrant to North America, Krieghoff spent time in both Canada and the United States. Most of his work, however, was focused on the lives of Québécois *habitants* and the Indigenous peoples of that province. *Indian Portage*, which formerly belonged to Quebec premier Joseph-Adélard Godbout (1892 – 1956), is an excellent example of Krieghoff's keen observational skills.

We see his close attention to the details of the large birchbark canoe and the packs that have been unloaded, one of which is already on the back of an Indigenous man to be portaged around the river rapids. The striking contrast between the still waters of the foreground and the turbulence of the main stream beyond clearly conveys the reason for the portage. Although Krieghoff has made the portage the subject of his canvas, he devotes much attention to the glories of the forest on both sides of the river. The changing colours of the deciduous trees suggest early fall. The bright red of the tree above the leading *portageur* draws our eye into the composition, which has a remarkable sense of reality. With technical precision and his highly developed skills as a landscape painter, Krieghoff depicts this riverside scene with such virtuosity that we can almost hear its rushing waters and sense its fresh autumn atmosphere.



119 Maurice Galbraith Cullen

AAM RCA 1866 - 1934

Cab Stands, Phillips Square, Montreal

oil on canvas, signed and dated 1911 and on verso titled *Phillips Square/Le carré Phillips* on the Agnes Etherington exhibition label and certified by the Cullen inventory #1316 26×32 in, 66×81.3 cm

PROVENANCE

Collection of the Artist Mr. C.V. Esdaile Mr. Cook, Montreal Mr. G. Drummond and Mrs. Anne Birks, Montreal By descent to the present Private Collection, Montreal

LITERATURE

- George Burgoyne, "Montreal's Spring Art Show," *Canadian Courier*, vol. 1, no. 17, March 25, 1911, reproduced page 11
- "Mr. M. Cullen Wins Prize for Phillips Square," *Montreal Gazette*, April 1, 1911

Montreal Star, June 16, 1956, reproduced

- Hugues de Jouvancourt, *Maurice Cullen*, 1978, reproduced page 37
- Sylvia Antoniou, *Maurice Cullen*, 1866 1934, Agnes Etherington Art Centre, 1982, listed page 70

EXHIBITED

- Art Association of Montreal Spring Exhibition, 1911, catalogue #82
- Agnes Etherington Art Centre, Kingston, *Maurice Cullen*, 1866–1934, September 26–October 31, 1982, traveling in 1983 to the Art Gallery of Ontario, Toronto; Art Gallery of Hamilton; National Gallery of Canada, Ottawa; and Edmonton Art Gallery, exhibited as *Phillips Square/Le carré Phillips*, catalogue #38
- Montreal Museum of Fine Arts, *Retrospective Maurice Cullen*, December 9, 1983 – January 22, 1984, catalogue #38

MONTREAL'S FASHIONABLE PHILLIPS SQUARE glitters on a winter's eve in this masterwork by Maurice Cullen (1866 – 1934). Looking across the historic park from the original site of the Art Association of Montreal, the forerunner to today's Musée des beaux-arts de Montréal, a cabstand's inviting lights and colourful horses' blankets illuminate the darkness. Deftly modulating between the pearlescent sheen of fallen snow and the atmospheric gloom of nightfall, the picture's tonal range is an impressive testament to Cullen's skilful adaptation of French Impressionist techniques to the unique requirements of Canadian conditions.



Horse-drawn sleigh in front of Phillips Square, with the Art Association of Montreal Building in the background

Born in Newfoundland and raised in Montreal, Cullen acquired an early familiarity with the *plein air* methods of Impressionism while studying in Paris. Arriving in Paris in 1888 to train at the École des beaux-arts with Jean-Léon Gérôme and at the Académie Colarossi with Gustave Courtois and Jean-André Rixens, Cullen participated in a milieu in which Claude Monet, Berthe Morisot, Camille Pissarro, Pierre-Auguste Renoir and other Impressionists were, in the words of Crystal S. Parsons, "at the peak of their common exhibiting careers."¹ Already by January 1891, Cullen's own Impressionist leanings were noted by a reviewer for the *Courier du Canada.*²

Following the French government's acquisition of his painting *L'Été* (1895) and his election as an associate member of the prestigious Société nationale des Beaux-Arts—the first Canadian so honoured—Cullen returned to Canada in 1895. In January of the next year, he exhibited Impressionist pictures to critical acclaim in a rented store of the Art Association building, whose vantage onto Phillips Square is captured in *Cab Stands, Phillips Square, Montreal* (1911).³ The year 1896 would also yield one of the artist's most iconic works, *Logging in Winter, Beaupré*. Critics' growing chorus of praise did not initially translate into sales for the adventurous painter, however. Montreal collectors were



detail

accustomed to the darker palette of Dutch masters, and the brighter gamut of Cullen's French landscapes, though admired, did not fit established collecting patterns.⁴

The ensuing period of developing mastery would bear witness to a mutually influential creative dialogue between Cullen and peers including James Wilson Morrice and Edmund Morris, future fellow exhibitors with the Toronto-based Canadian Art Club, founded in 1907. Painting *en plein air* alongside Morrice at Beaupré and Quebec City under challenging winter conditions in early 1897 would prove to be particularly formative for both artists.⁵ The rich range of neutrals speckled by flare-like grace notes in Cullen's iconic *Winter Evening, Quebec* (1905) is powerful testimony to the lessons that he absorbed from Morrice.

Cullen's growing technical daring paralleled his election as an associate member of the Royal Canadian Academy of Arts in 1899 (he became a full member in 1907) and his receipt of bronze medals at both the 1901 Pan-American Exhibition in Buffalo and the 1904 St. Louis World's Fair.⁶

Awarded the important Jessie Dow Prize for best oil painting at the Art Association of Montreal's *Spring Exhibition* in 1911, *Cab Stands, Phillips Square, Montreal* achieves a stunning resolution of the multiple facets of Cullen's practice. It deftly balances the high-keyed tonalities of cabstand and snow with a Whistlerian symphony of atmospheric blue greys. The artist's quicksilver application of palette knife to suggest a gust of blowing snow is an audacious display of manual dexterity.

Cab Stands is representative of a larger corpus of Cullen landscapes depicting urban subjects in Quebec City and Montreal.⁷ If the artist's darkening palette coincided with the growing commercial success that he enjoyed after about 1900,⁸ the more sombre cast of *Cab Stands* preserves gem-like flashes of intense colour. A similar contrast characterizes *The Bird Shop*, *St. Lawrence Street* (1920), a work that is now part of the Thomson Collection at the Art Gallery of Ontario. Where the later canvas seizes upon the picturesque storefronts of lower Saint Laurent Boulevard to stage its twilight drama, the backdrop to *Cab Stands* is the elegant Maison Birks.

Built in 1894, the venerable flagship store of the Birks jewellery empire was designed by architect Edward Maxwell in a Beaux-Arts style that anticipated the new home of the Montreal Art Association after its move to Sherbrooke Street West in 1912.9 Now known as the Michal and Renata Hornstein Pavilion, the latter structure was a collaborative design by Maxwell with his brother, William Sutherland Maxwell. Cullen's inclusion of the Birks Building-once the largest jewellery retail space on a single floor in North America-is fitting, given the picture's eventual succession through the private collection of George Drummond and Anne Birks. Drummond Birks, who went by his middle name, was the fourth generation of Birks to oversee the commercial legacy of Henry Birks and Sons, founded in 1879. Under Drummond's leadership, the firm continued the successful expansion strategy initiated by his grandfather, William Massey Birks, growing its commercial network to include retail spaces in shopping centres starting in 1957.10

Significantly, *Cab Stands, Phillips Square, Montreal* was painted in the same year that Cullen accepted a teaching position with the Art Association of Montreal, a conduit through which he would have considerable influence on subsequent generations of Canadian artists. Cullen's Museum Sketching class offered a two-week, compressed education in outdoor landscape painting. Students included such future leading lights of Canadian art as Edwin Holgate, Prudence Heward, Mabel Lockerby, Kathleen Morris, Anne Savage and the artist's stepson, Robert Pilot.¹¹ Art historian Parsons speculates that it was A.Y. Jackson's admiration for Cullen—a rare exception to his disdain for the Montreal art establishment—that occasioned the Group of Seven's invitation for Pilot to participate in their inaugural exhibition at the Art Gallery of Toronto in 1920.¹²

"To us [Cullen] was a hero," Jackson effuses in his autobiography, *A Painter's Country*. "His paintings of Quebec City, from Lévis and along the river, are among the most distinguished works produced in Canada."¹³ If Cullen's determination to paint Canadian landscapes under challenging *plein air* conditions would prove an influential precedent for the intrepid Group of Seven, recent art-historical scholarship has also situated Cullen within global Impressionist currents connecting progressive artists from Australia to Morocco and beyond.¹⁴

We thank Adam Lauder for contributing the above essay. Lauder is an art historian based in Toronto. He is an instructor at the University of Toronto and an adjunct professor at the Ontario College of Art and Design.

1. Crystal S. Parsons, *Maurice Cullen and His Circle* (Ottawa: National Gallery of Canada, 2009), 5; see also Sylvia Antoniou, *Maurice Cullen*, 1866–1934 (Kingston, ON: Agnes Etherington Art Centre, 1982), exhibition catalogue, 4.

2. See Antoniou, Maurice Cullen, 5.

- 3. Ibid., 9.
- 4. Ibid., 13.
- 5. Ibid., 11-12.
- 6. Ibid., 15, 16, 19.

7. Ibid., 26; Parsons, Cullen and His Circle, 9.

8. See Antoniou, Maurice Cullen, 22.

9. See Rosalind M. Pepall, *Construction d'un musée beaux-arts: Montréal*, 1912—*Building a Beaux-Arts Museum* (Montreal: Montreal Museum of Fine Arts, 1986).

10. See Fred Langan, "George Drummond Birks Led Montreal Family Jewellery Firm for 40 Years," *Globe and Mail*, July 21, 2017.

11. See Antoniou, *Maurice Cullen*, 20; Parsons, *Cullen and His Circle*, 15.

12. See Parsons, ibid.

13. A.Y. Jackson, A Painter's Country: The Autobiography of A.Y. Jackson (Toronto: Clarke, Irwin, 1958), 17.

14. See, for instance, Katerina Atanassova et al., *Canada and Impressionism: New Horizons, 1880–1930* (Ottawa: National Gallery of Canada, in assoc. with Arnoldsche Art Publishers, Stuttgart, 2019), exhibition catalogue.



Maison Birks, Phillips Square, Montreal, 1922 Photo: Wm. Notman & Son Courtesy of McCord Stewart Museum, VIEW-20563



Phillips Square, Montreal



Art Association of Montreal Building



120 Robert Wakeham Pilot

CGP OSA PRCA 1898 - 1967

Early Spring, Ste-Hélène's Island

oil on canvas, signed and on verso signed, titled and dated 1961 19×24 in, 48.3×61 cm

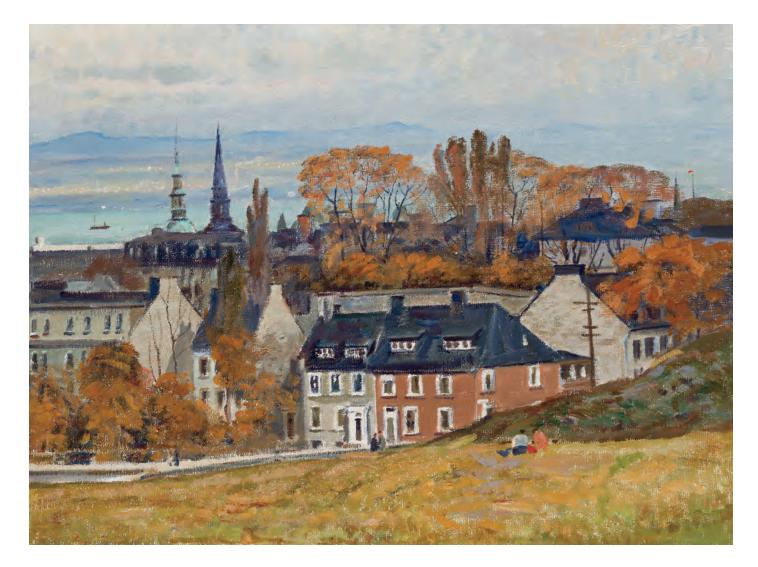
PROVENANCE

Mr. G. Drummond and Mrs. Anne Birks, Montreal By descent to the present Private Collection, Montreal

WHEN ROBERT PILOT painted this view of Montreal in 1961, he undoubtedly did so from a perspective of nostalgic reverence. Seen from Saint Helen's Island (Île Sainte-Hélène) across the St. Lawrence River, the Montreal skyline is missing a number of skyscrapers that would have been under construction at the time, namely Place Ville Marie and the CIBC and CIL House (now Telus) towers. Pilot has chosen to omit these symbols of Montreal's urban and architectural change that was occurring in the 1960s on a monumental scale. Although its modern metro and world's fair, Expo 67, introduced the city to the world, these rapid changes were often decried.

A sense of nostalgia is also conveyed through Pilot's impressionistic handling of the paint. The late winter sky is rendered in soft lilacs, blues and pale yellows, buildings are seen through a gossamer haze, and fluffy white vapours rise from ships and the buildings of the port. In the forefront are depicted the Saint Helen Island Fort, constructed in the early 1820s, and a lighthouse that was built in 1911 to replace the first one, dating from 1907. Although titled *Early Spring, Ste-Hélène's Island*, this painting very much depicts the long Montreal winters, a subject Pilot handles masterfully with his crisp white touches of snow and gauzy atmospheric effects.

ESTIMATE: \$15,000 - 25,000



121 Robert Wakeham Pilot

CGP OSA PRCA 1898 - 1967

Quebec from the Glacis

oil on canvas, on verso titled 21 × 28 ¼ in, 53.3 × 71.8 cm

PROVENANCE

Continental Galleries of Fine Art, Montreal Mr. G. Drummond and Mrs. Anne Birks, Montreal By descent to the present Private Collection, Montreal

THIS QUEBEC CITY scene, painted from the Rue des Glacis, offers a unique viewpoint over the Haute-Ville (Upper Town) towards Lévis, across the St. Lawrence River. Robert Pilot captures here a tranquil moment in Quebec City, adorned in its vibrant fall foliage. The composition is rich with details, especially in the architectural features, and includes a few figures strolling by and sitting in the grass, showcasing the city's urban life. As he was born a generation after the early Canadian Impressionists, Pilot is often considered the last Canadian Impressionist painter. In addition to studying at the Académie Julian in Paris, he had as his stepfather the great Impressionist Maurice Cullen, who certainly provided guidance and inspiration. In the tradition of Impressionism, Pilot aptly captures moody atmospheres through soft touches of paint, and *Quebec from the Glacis* is no exception. Diffuse light is filtered through billowy clouds, casting a gossamer haze over the scene. This lively cityscape is a quintessential Impressionist work by Pilot.

ESTIMATE: \$15,000 - 25,000



122 Maurice Galbraith Cullen

AAM RCA 1866 - 1934

The Ferry, Quebec

oil on canvas, signed and dated 1904 and on verso titled on the gallery label, inscribed *no.* 6629 and certified by the Cullen inventory #824 $23 \frac{5}{2} \times 28 \frac{3}{4}$ in, 60 × 73 cm

PROVENANCE

Acquired directly from the Artist by a Private Collection By descent to a Private Collection, Vancouver Heffel Gallery Limited, Vancouver Acquired from the above by a Private Collection, Vancouver, 2002 *Canadian, Impressionist & Modern Art*, Heffel Fine Art

Canadian, Impressionist & Modern Art, Heffel Fine Art Auction House, July 15, 2020, lot 119 Private Collection, Quebec

LITERATURE

Hugues de Jouvancourt, *Maurice Cullen*, 1978, reproduced page 9, titled as *Quebec from Lévis, Harmony in Blue*

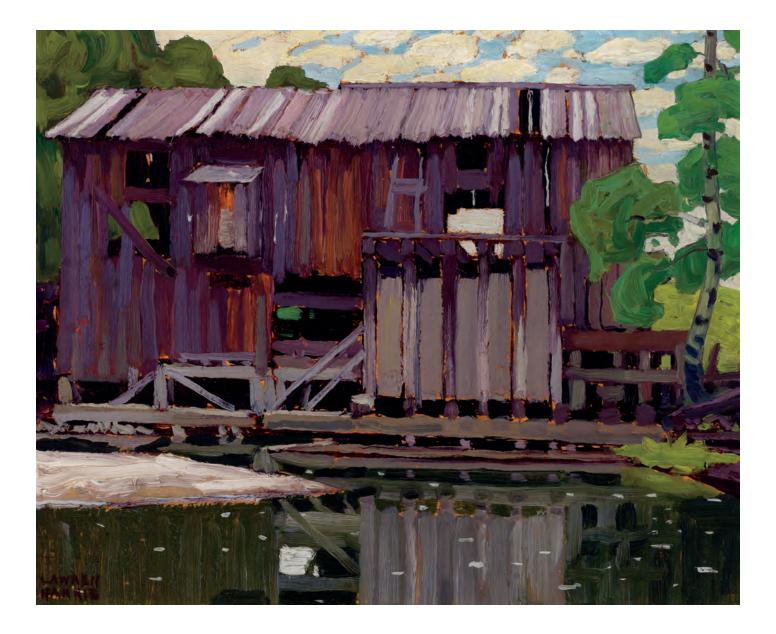
Crystal S. Parsons, *Maurice Cullen and His Circle*, National Gallery of Canada, 2009, a similar circa 1905 canvas entitled *Winter Evening, Quebec*, in the collection of the National Gallery of Canada, reproduced page 8

THE VIEW OF Quebec City from Lévis across the wide St. Lawrence River was a classic image for Maurice Cullen, especially scenes that included the ferry that crossed between the two centres. In these scenes he captured the highly picturesque profile of Quebec City at the top of the cliff, with its striking historic buildings such as the Citadel, the Seminary and Notre-Dame Cathedral. This view was also a popular subject for other artists, such as Cullen's fellow Canadian Impressionist James Wilson Morrice, whose well-known painting *The Ferry*, 1907 (in the collection of the National Gallery of Canada), depicts the train station at Lévis in the foreground and, in the background, Cap Diamant.

Cullen had studied in France at a time when the Impressionists were changing the art world. In 1895, he was living and painting at 8 rue Milton in Paris. He was elected an associate member of the Société nationale des Beaux-Arts and had shown his work at the Paris *Salon*. However, that same year he was drawn back to Montreal, bringing with him the groundbreaking new movement that had so strongly influenced him in France. Cullen's espousal of Impressionist tenets contributed to disrupting the dominant influence of European art over art buyers in Canada—who at the time were collecting Dutch genre painting and works of the Barbizon School, with their dark colours and foreign subjects. Cullen would transform his Quebec scenes by making atmosphere the focus and by depicting the clarity and freshness of Canadian light with a pastel palette.

For Cullen, this view of Quebec City, which he painted in all seasons, offered many fine opportunities to depict atmosphere and light. Here the effects of air and water, in the misty ambience and softly shifting river currents, are a counterpoint to Quebec City's shadowed land mass and buildings. Plumes of smoke from the ferry in the foreground and the ship in the background coil sinuously to the side and then upwards, giving a sense of movement and spatial perspective. Cullen shows his expert handling of composition by using the darkened land to highlight the pale smoke of the background ferry, and the golden, reflected sun to contrast with the smouldering exhalation of the ferry nearest to the viewer. His palette of predominantly blue tones is the perfect foil for the gold hues.

In The Ferry, Quebec, Cullen inspires in us a heightened sensitivity to and appreciation for the special atmospheres of Quebec. He captured the ephemeral impressions of the scene rather than an exacting and scientific reproduction of its appearance. As Paul Cézanne once stated, "Painting from nature is not copying the object, it is realizing sensations." Cullen provides enough detail to let us know exactly where we are, but makes the feeling of being there the most important element. Cullen sketched in all weather and seasons and at all hours of the day and night to capture the subtleties of light and air in his sketches, bringing what he absorbed back to the studio to execute canvases such as this extraordinary work. He imparts a sublime beauty to our experience of the scene, particularly through his vision of the spectacular sky, with its sweeping, curved motion, and the glorious golden light that breaks through the clouds and spills down in a gleaming path across the water.



123 Lawren Stewart Harris

ALC BCSFA CGP FCA G7 OSA TPG 1885-1970

Mill by the Water's Edge, Ont.

oil on board, signed and on verso titled on a label and inscribed variously, circa 1918 10 % × 13 in, 27 × 33 cm

PROVENANCE

Private Collection, Toronto

Important Canadian Paintings, Drawings, Watercolours and Prints of the 19th and 20th Centuries, Sotheby's Canada, May 25, 1970, lot 85 Private Collection, Toronto

EXHIBITED

Robert McLaughlin Gallery, Oshawa, Oshawa and District Collects, February 1971

MILL BY THE WATER'S EDGE, ONT. is an excellent example of the *plein air* sketching that Lawren S. Harris and his fellow artists in the Group of Seven found so effective in depicting the world around them. Using this approach, they were able to capture the environments they traveled through, sought out and spent their lives in. The artistic translations they created are full of the energy and life of the moments depicted, providing the audience and the public with lenses through which we can appreciate the beauty of this country and its variety.

Harris's passion for sketching the Canadian landscape led him to explore a wide array of subjects and regions throughout his career. His focus shifted considerably over time, including fascinations with both urban and wilderness scenes. This work, a sympathetic depiction of a derelict mill, is clearly a rural subject, but echoes his interest in the character-filled, rundown homes in Toronto's Ward district. Among other elements, these scenes allowed Harris to explore a diversity of building materials and their various states of repair, where he might accentuate the colours and find patterns and designs emerging that others would have been blind to. The results were often unique and captivating representations of subjects that many would have dismissed as commonplace.

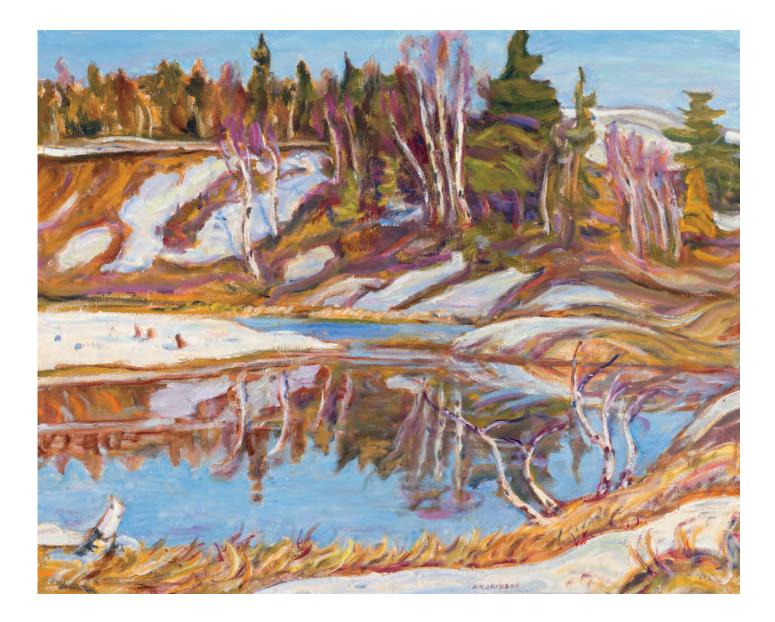
The location of this specific painting is not indicated, but in the 1910s and early 1920s, Harris often would spend time sketching

subjects in the areas north of Toronto, including Algonquin Park, Muskoka and Georgian Bay. Many works were also painted in the Lake Simcoe area, where he had a summer home near Allandale. As seen represented in this sketch, Harris's paintings from this period include not only natural elements such as the trees, fields and lakeshores of these regions but also often built structures like country churches, barns, homes and shacks. Incorporating these explicitly human elements into paintings provides inherently engaging subject matter for the audience, who are drawn to wonder about the history and story behind them.

Compositionally, including built subjects also provided Harris with the opportunity to explore various painting techniques and the chance to incorporate more chromatic variety, something very appealing during the more monochromatic (though vibrant) summer months, when green dominated more scenes. In the calm, pastoral *Mill by the Water's Edge*, Harris has embraced the rich purple, maroon and orange tones of the aging wood boards, which boldly complement the various shades of brilliant green summer vegetation. High clouds drift across a pale blue sky, offsetting the darker tones of the still water in the foreground, upon which we see an expertly rendered reflection.

The mill's wooden roof and siding provide Harris with the chance to use long, parallel strokes in their depiction, rendered with subtle variations in tone and value. The brushwork is confident, laid down deliberately and rapidly over the simple preliminary sketch of the building, done in a thin dark purple, which can still be glimpsed in a few places. Swirling foliage depicted in the background stands out against the straight lines of the mill's architecture, and the juxtaposition of the birch tree's elegantly curving trunk contrasts dramatically with the rigidity of the structure's vertical boards. These elements come together to create an engaging and deftly rendered scene of northern Ontario, captured by an artist enthralled with the country and enthusiastic to share his vision of it.

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



124 Alexander Young (A.Y.) Jackson

ALC CGP G7 OSA RCA RSA 1882 - 1974

Early Spring, Rivière des Nations

oil on canvas, signed and on verso signed, titled, dated 1967, inscribed with the Dominion Gallery inventory $#c_{4}6_{4}o$ and stamped Dominion Gallery 26×32 in, 66×81.3 cm

PROVENANCE

Dominion Gallery, Montreal Private Collection, Toronto

LITERATURE

Dennis Reid, *Alberta Rhythm: The Later Work of A.Y. Jackson*, Art Gallery of Ontario, 1982, page 198

THE RIVERS IN the Gatineau area were a favourite subject for A.Y. Jackson. After his move to the small Ottawa suburb of Manotick in 1955, his regular sketching trips to small towns in western Quebec increased in frequency. In March and April of 1967, Jackson spent six days in the small municipality of Ripon, QC, where he would have made a study for this painting along the Petite-Nation River that runs through the town.

Early Spring, Rivière des Nations exemplifies the intentional, flowing brushwork that Jackson often employed when painting Quebec landscapes. As Dennis Reid wrote:

In his later sketching he seems to become more and more particular in his close observation of texture and atmosphere, as well as in his exact, physical response to form. Each image increasingly is conceived as a continuum, the fluid passage from form into form eased by countless subtle observations of the more-or-less comfortable union of all things in nature.

The contrast of the light blue sky, reflected in the water, and the orange colouring of the newly uncovered ground enlivens Jackson's rendering of melting snow along a riverbank, evoking the brightness of a crisp spring day.

estimate: \$60,000 - 80,000

FINE ART SPECIALISTS

With the largest and most experienced team of fine art specialists in Canada, it is our mission to provide transparent and superior client service to sellers and buyers of fine art globally.



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ANDERS OINONEN Art Handler



WOJCIECH OLEJNIK Art Handler



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DOUGLAS WATT Art Handler

CALGARY



JARED TILLER Manager of Online Auctions, Calgary, Consignment Specialist



MOLLY TONKEN Manager of Calgary Office, Consignment Specialist



BRANDON PRINCE Digital Imaging, Art Handler



Consignment Specialist



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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 Tax 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 two (2) business days 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 two (2) business days 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 two (2) business days 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) 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 two (2) business days 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 Saleroom, 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 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

| | Aut Association of Mantus 1 Countration 2000 |
|-------|---|
| AAM | Art Association of Montreal <i>founded in 1860</i> |
| AANFM | Association des artistes non-figuratifs de Montréal |
| AAP | Association des arts plastiques |
| ACM | Arts Club of Montreal |
| AGA | Art Guild America |
| AGQ | Association des graveurs du Québec |
| AHSA | Art, Historical and Scientific Association of Vancouver |
| ALC | Arts and Letters Club |
| AOCA | Associate Ontario College of Art |
| ARCA | Associate Member Royal Canadian Academy of Arts |
| ASA | Alberta Society of Artists |
| ASPWC | American Society of Painters in Water Colors |
| ASQ | Association des sculpteurs du Québec |
| AUTO | Les Automatistes |
| AWCS | American Watercolor Society |
| BCSA | British Columbia Society of Artists |
| BCSFA | British Columbia Society of Fine Arts founded in 1909 |
| BHG | Beaver Hall Group, Montreal 1920 – 1922 |
| CAC | Canadian Art Club |
| CAS | Contemporary Arts Society |
| CC | Companion of the Order of Canada |
| CGP | Canadian Group of Painters 1933-1969 |
| CH | Companion of Honour Commonwealth |
| СМ | Member of the Order of Canada |
| CPE | Canadian Painters-Etchers' Society |
| CSAA | Canadian Society of Applied Art |
| CSGA | Canadian Society of Graphic Artists founded in 1905 |
| CSMA | Canadian Society of Marine Artists |
| CSPWC | Canadian Society of Painters in Water Colour |
| | founded in 1925 |
| EGP | Eastern Group of Painters |
| FBA | Federation of British Artists |
| FCA | Federation of Canadian Artists |
| FRSA | Fellow of the Royal Society of Arts |
| G7 | Group of Seven 1920 - 1933 |
| IAF | Institut des arts figuratifs |
| IWCA | Institute of Western Canadian Artists |
| LP | Les Plasticiens |
| MSA | Montreal Society of Arts |
| NAD | National Academy of Design |
| NEAC | New English Art Club |
| NSSA | Nova Scotia Society of Artists |
| OC | Officer of the Order of Canada |
| OIP | Ontario Institute of Painters |
| ОМ | Order of Merit British |
| OSA | Ontario Society of Artists founded in 1872 |
| 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 |
| | PSA | Pastel Society of America |
| | PSC | Pastel Society of Canada |
| | PY | Prisme d'yeux |
| | QMG | Quebec Modern Group |
| ver | R5 | Regina Five 1961 - 1964 |
| | RA | Royal Academy |
| | RAAV | Regroupement des artistes en arts visuels du Québec |
| s | RAIC | Royal Architects Institute of Canada |
| | RBA | Royal Society of British Artists |
| | RCA | Royal Canadian Academy of Arts founded in 1880 |
| | RI | Royal Institute of Painters in Watercolour |
| | RMS | Royal Miniature Society |
| | ROI | Royal Institute of Oil Painters |
| | RPS | Royal Photographic Society |
| 09 | RSA | Royal Scottish Academy |
| | RSC | Royal Society of Canada |
| | RSMA | Royal Society of Marine Artists |
| | RSPP | Royal Society of Portrait Painters |
| | RWS | Royal Watercolour Society |
| | SAA | Society of American Artists |
| | SAAVQ | Société des artistes en arts visuels du Québec |
| | SAP | Société des arts plastiques |
| | SAPQ. | Société des artistes professionnels du Québec |
| | sc | The Studio Club |
| 5 | SCA | Society of Canadian Artists 1867 – 1872 |
| | SCPEE | Society of Canadian Painters, Etchers and Engravers |
| | SSC | Sculptors' Society of Canada |
| | SWAA | Saskatchewan Women Artists' Association |
| | TCC | Toronto Camera Club |
| | TPG | Transcendental Painting Group 1938 - 1942 |
| | WAAC | Women's Art Association of Canada |
| | WIAC | Women's International Art Club |
| | ws | Woodlands School |
| | YR | Young Romantics |
| | | Denotes that additional information on this lot can be |
| | | found on our website at www.heffel.com |
| | 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. |
| | | |

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): *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

COLLECTOR PROFILE 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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| CREDIT CARD NUMBER | |
| EXPIRY DATE | CVV NUMBER |
| SIGNATURE | DATE |
| DIGITAL COMMUNICATION | CONSENT |

The Client agrees to receive e-mails and SMS notifications

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

Artists of Particular Interest in Purchasing

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Artists of Particular Interest in Selling

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from Heffel.

ABSENTEE BID FORM

Heffel recommends submitting your Absentee Bid Form via e-mail to bids@heffel.com for expedited service. Should you wish to participate in French, please complete the French version of this form.

If you are bidding as a corporation (and not as an individual), please provide the Registered Business Name and Address of the corporation.

| SALE DATE | |
|---------------------------------|----------------------------------|
| BILLING NAME OR REGISTER | ED BUSINESS NAME (AS APPLICABLE) |
| DATE OF BIRTH (IF BIDDING | AS AN INDIVIDUAL) |
| ADDRESS OR REGISTERED BI | USINESS ADDRESS (AS APPLICABLE) |
| СІТҮ | 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 numerical order | Lot Description artist | Maximum Bid Hammer Price \$ CAD (excluding Buyer's Premium) |
|-------------------------------|---------------------------|--|
| 1 | | |
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To be sure that bids will be accepted and delivery of the Lot(s) is/are not delayed, bidders not yet known to Heffel must supply a bank reference letter at least two (2) business days before the time of the auction. All Absentee Bidders must supply a valid Visa, Mastercard or UnionPay number, expiry date and CVV number.

| NAME OF BANK | BRANCH LOCATION |
|------------------------------|-----------------|
| NAME OF ACCOUNT OFFICER | TELEPHONE |
| E-MAIL ADDRESS OF ACCOUNT OF | FICER |
| 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 two (2) business days before the sale begins. Heffel will confirm by telephone or e-mail all bids received. If you have not received our confirmation within two (2) business days, 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. Should you wish to participate in French, please complete the French version of this form.

If you are bidding as a corporation (and not as an individual), please provide the Registered Business Name and Address of the corporation.

| SALE DATE | |
|------------------------------|--------------------------------------|
| BILLING NAME OR REGIS | STERED BUSINESS NAME (AS APPLICABLE) |
| DATE OF BIRTH (IF BIDE | DING AS AN INDIVIDUAL) |
| ADDRESS OR REGISTER | ED BUSINESS ADDRESS (AS APPLICABLE) |
| CITY | PROVINCE/STATE, COUNTRY |
| POSTAL CODE | E-MAIL ADDRESS |
| TELEPHONE NO. TO CAL | L |

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)

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 numerical order | Lot Description artist | Maximum Bid Hammer Price \$ CAD (excluding Buyer's Premium) |
|-------------------------------|---------------------------|---|
| 1 | | |
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To be sure that bids will be accepted and delivery of the Lot(s) is/are not delayed, bidders not yet known to Heffel must supply a bank reference letter at least two (2) business days before the time of the auction. All Telephone Bidders must supply a valid Visa, Mastercard or UnionPay 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, Telephone/Absentee Bids should be received at least two (2) business days before the sale begins. Heffel will confirm by telephone or e-mail all bids received. If you have not received our confirmation within two (2) business days, please re-submit your bids or contact us at:

HEFFEL GALLERY LIMITED

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DIGITAL SALEROOM REGISTRATION FORM

Heffel recommends submitting your Digital Saleroom Registration Form via e-mail to bids@heffel.com for expedited service. This form should be received at least two (2) business days before the sale begins. Should you wish to participate in French, please complete the French version of this form.

If you are bidding as a corporation (and not as an individual), please provide the Registered Business Name and Address of the corporation.

| | Live Auction Paddle # (for office use only) | |
|--------------------------------------|--|--|
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| EXISTING HEFFEL.COM USE | RS | |

EXISTING ONLINE PADDLE NUMBER

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.

□ NEW HEFFEL.COM REGISTRANTS

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 UNIONPAY # | | EXPIRY DATE AND CVV NUMBER | |

To be sure that bids will be accepted and delivery of Lot(s) not delayed, bidders not yet known to Heffel should supply a bank reference at least two (2) business days before the time of the auction.

| 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

PROVINCE/STATE, COUNTRY

E-MAIL ADDRESS

EVENING TELEPHONE

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)

PROPERTY INFORMATION

| Option A Consolidated ground shipment (when available) to destination Heffel Gallery: | | |
|---|--|--|
| ☐ Heffel Vancouver☐ Heffel Montreal | ☐ Heffel Calgary ☐ 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

POSTAL CODE

DAYTIME 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

| Lot Number in numerical order | Property Description artist / title |
|----------------------------------|---|
| I | |
| | |
| 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:

- 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.
- 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:
- 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.
- 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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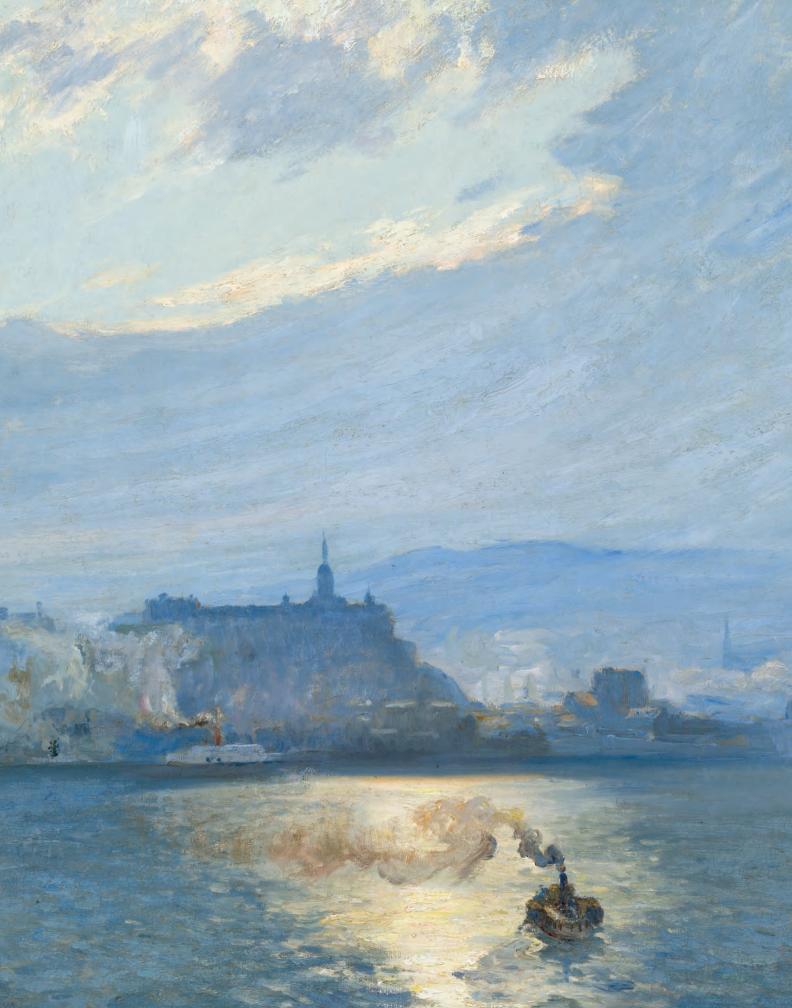
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FINE ART AUCTION HOUSE

