

FINE  
ART  
AUCTION  
HOUSE

**Heffel**

**CANADIAN,  
IMPRESSIONIST &  
MODERN ART**

SALE WEDNESDAY, JUNE 23, 2021 · 4 PM PT | 7 PM ET

EMILY CARR









## **CANADIAN, IMPRESSIONIST & MODERN ART**

### **AUCTION**

Wednesday, June 23, 2021

Heffel's Digital Saleroom

Video Presentation

1:30 PM PT | 4:30 PM ET

Post-War & Contemporary Art

2 PM PT | 5 PM ET

Canadian, Impressionist & Modern Art

4 PM PT | 7 PM ET

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By appointment

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Wednesday, May 19, 11 am to 6 pm PT

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Wednesday, June 9 through

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Printed in Canada by Friesens  
ISBN: 978-1-927031-46-9

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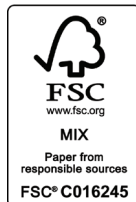
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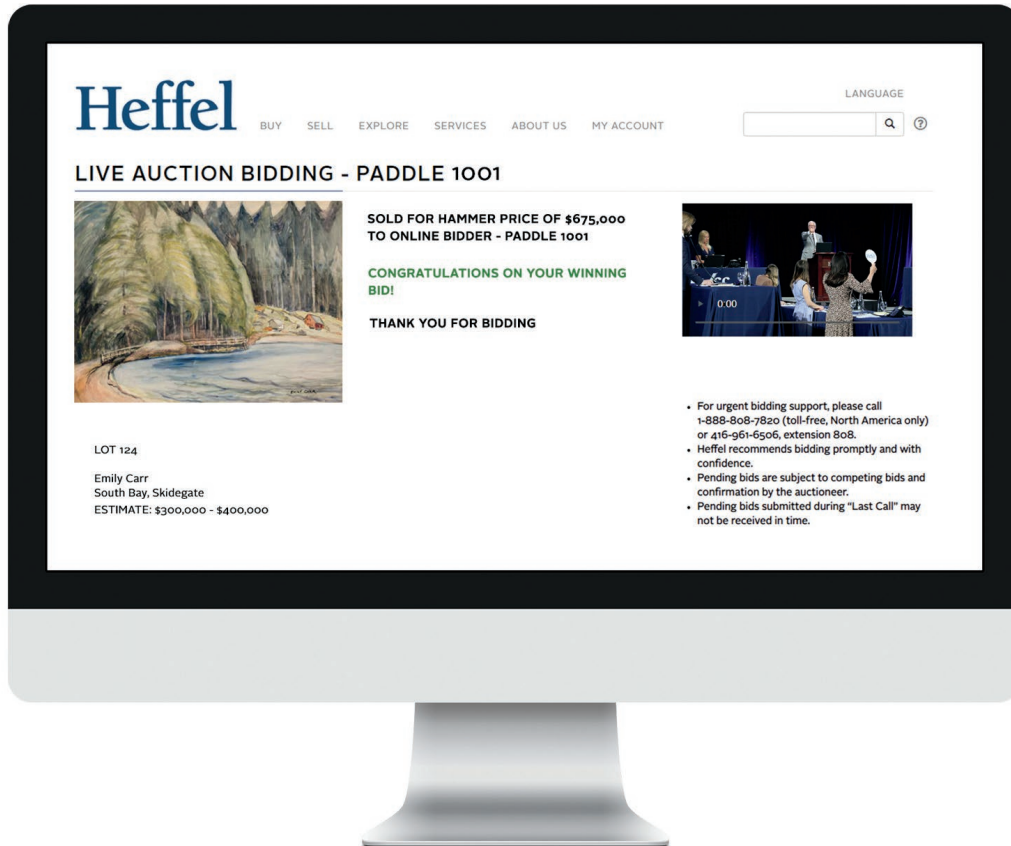
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# NOTICE FOR COLLECTORS



## Auction Notice

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

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

Consignors will receive, for completion, a *Consignment Agreement* and *Consignment Receipt*, which set forth the terms and fees for our services. The *Seller's Commission* is the amount paid by the Consignor to the Auction House on the sale of a Lot, which is calculated on the Hammer Price, at the rates specified in writing by the Consignor and the Auction House on the *Consignment Agreement*, plus applicable Sales Tax. Consignors are entitled to set a mutually agreed *Reserve* or minimum selling price on their artworks.

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You can bid by completing the *Absentee Bid Form* found on page 94 of this catalogue. Please note that all *Absentee Bid Forms* should be received by Heffel at least 24 hours prior to the commencement of the sale. Bidding by telephone, although limited, is available. Please make arrangements for this service well in advance of the sale. Telephone lines are assigned in order of the sequence in which requests are received. We also recommend that you leave an *Absentee Bid* amount that we will execute on your behalf in the event we are unable to reach you by telephone. Digital Saleroom online bidding is available subject to pre-registration approval by the Auction House at least 24 hours in advance of the auction.

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


## Framing, Conservation and Shipping

As a Consignor, it may be advantageous for you to have your artwork re-framed and/or cleaned and conserved to enhance its saleability. As a Buyer, your recently acquired artwork may demand a frame complementary to your collection. As a full-service organization, we offer guidance and in-house expertise to facilitate these needs. Buyers who acquire items that require local delivery or out-of-town shipping should refer to our *Shipping Authorization Form for Property* on page 97 and our *Terms and Conditions for Shipping* on page 98 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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**SALE** WEDNESDAY, JUNE 23, 2021 · 4 PM PT | 7 PM ET

**CANADIAN,  
IMPRESSIONIST  
& MODERN ART  
CATALOGUE**

**FEATURING WORKS FROM**

The Collection of Laurie Guthrie

The Family of Chris Haney

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& other Important Private and Corporate Collections



## 101 Frances Anne Beechey Hopkins

1838 – 1919

### A Green Pool, French River, Canada

watercolour on paper on paperboard, initialed and inscribed *to go in frame of Cure's Orchard* in the margin and on verso titled and inscribed *64, by Mrs. F.A. Hopkins, March 1914* on the exhibition label and *The Cure's Orchard / Mrs. F.A. Hopkins, 95 Fitzjohns Avenue, N.W.* on a label and stamped Museum Department, circa 1864  
16 × 21 ½ in, 40.6 × 54.6 cm

#### PROVENANCE

Private Collection, England

#### EXHIBITED

Walker's Galleries, London, England, March 1914

FRANCES ANNE HOPKINS (née Beechey) is a legendary figure in the history of Canadian art. Like every successful artist, her combination of talent and work ethic formed an oeuvre that is among the most important in nineteenth-century Canada. *A Green Pool, French River, Canada* is an aesthetic highpoint in a medium for which she had a rare sensitivity.

Hopkins was born in England, and after she married Edward Martin Hopkins she moved to Lachine, then Montreal, Quebec, and they remained in Canada East from 1858 until returning to England in 1870. Edward Hopkins was the chief factor of the Hudson's Bay Company's Montreal department from 1860 to 1870, and Frances accompanied him on his tours of inspection to Fort William (now Thunder Bay, ON) in 1864, possibly 1866 and 1869, traveling west from Montreal up the Ottawa River to the Mattawa, onto Lake Nipissing, down the French River to Georgian Bay and onto the Great Lakes. Decades before Tom Thomson paddled the Mississagi Forest Reserve with William Broadhead in 1912, Hopkins took weeks-long trips over thousands of kilometres with Hudson's Bay Company officials and voyageurs.

Art historian Robert Stacey's insight into Hopkins's literal and metaphorical perspective from the canoe rings true with *A Green Pool, French River, Canada*.<sup>1</sup> As a passenger, being excused from the labour of paddling and portaging liberated her to closely observe the canoes, their paddlers and surrounding nature for

extended periods. While canoes appear in the paintings of earlier nineteenth-century Canadian artists such as Paul Kane and Cornelius Krieghoff, only Hopkins's images are as intimately bound to this distinctively Canadian conveyance. The canoe is the star of her oeuvre, and it is key to *A Green Pool, French River, Canada*.

In contrast to Kane's and Krieghoff's paintings with canoes that, respectively, have particular documentation and Romantic moodiness, or even Hopkins's own oils replete with high drama, the quietude of *A Green Pool, French River, Canada* elicits a different reaction. It is a visual symphony that induces reverie. The main passages of water, rock and forest are divided into movements where a cluster of lily pads and water lilies in the bottom left retain and redirect the eye. Irregular patterns of lichen on the rock near the top right are pure painting, evocative of J.M.W. Turner in the 1830s, and the smoke wafting through the forest from the campsite in the top centre suffuses the land and air. Hopkins's ability to achieve aesthetic and picturesque harmonies sets her apart from most of the artists working in Canada in the nineteenth century, and aligns her with Lucius O'Brien and Homer Watson.

*A Green Pool, French River, Canada* is a rare, unified, Canadian subject of exceptional size and resolution that has been overlooked in Hopkins's literature and exhibitions, to the detriment of our understanding of her. It embodies her ability to spy the aesthetic potential of a scene, and create that vision anew in her studio with special sensitivity to atmosphere and colouring. Watercolour was a medium of high consequence in the Victorian era that she exploited to full and rich visual effect with *A Green Pool, French River, Canada*. Much more than historical documentation, this watercolour's distinguished ambience and gentle harmonies compose an image of sustaining pleasure.

We thank Gregory Humeniuk, art historian, writer and curator, for contributing the above essay.

1. Robert H. Stacey and Janet E. Clark, *Frances Anne Hopkins, 1838–1919: Canadian Scenery* (Thunder Bay, ON: Thunder Bay Art Gallery, 1990), exhibition catalogue, 49.

**ESTIMATE: \$25,000 – 35,000**



## 102 Peter Clapham Sheppard

ARCA OSA 1879 – 1965

### Haying, Combermere

oil on canvas, signed and on verso signed  
and titled and dated 1924 on a label  
28 x 36 in, 71.1 x 91.4 cm

#### PROVENANCE

G. Blair Laing Limited, Toronto  
Private Collection, Ontario

SOME 70 KILOMETRES southeast of Algonquin Provincial Park, Combermere straddles the Madawaska River. In the 1920s the river was still used for log drives, the “dreaming melody” of its waters having long since been turned into “a roaring chant of commercial conquest” (according to *Maclean’s* in 1922).<sup>1</sup> Peter Clapham Sheppard often painted the rapids and falls of Algonquin and Muskoka, as well as the autumn leaf colour of their woods. However, on a 1924 painting expedition in the area, he was struck by a different and possibly unexpected sight near Combermere: farmhands forking hay onto a horse-drawn cart—the kind of harvest scene that marked the culmination of the summer, and which epitomized pastoral life.

Harvests, haymaking, haystacks and hay carts have a long and distinguished history in painting, from illustrated calendars in medieval books of hours to an illustrious roll call of masters that includes Hieronymus Bosch, Pieter Brueghel the Elder, John Constable, Claude Monet and Vincent van Gogh. Such scenes often represented the spectacle of man working in harmony with nature through the cycle of seasons, redeeming his fallen condition through hard and honest effort.

For Sheppard, the interest lay in the rich visual qualities of the ritual. *Haying, Combermere* combines two of his favourite motifs. First, masculine physical labour such as he depicted in his studies of the construction of Toronto’s Bloor Street Viaduct, done a decade earlier, as well as the stevedores and longshoremen painted during his visit to New York City in 1923. Second, sway-backed beasts of burden placidly awaiting the onset of their tasks, as seen in his many paintings of cabstands in Montreal. In fact, within the same year he painted *Early Snow, Montreal*, a street scene of a horse-drawn cart stacked with hay in the middle of a blizzard. This latter work appeared at the British Empire Exhibition at Wembley in 1925 and again two years later at the *Exposition d’art canadien* at the Musée du Jeu de Paume, in Paris, offering Sheppard valuable international exposure.

In *Haying, Combermere*, these two motifs leave the streets and docksides to come together in a pastoral landscape. Sheppard’s real pictorial enthusiasm lies in the sweeping contours of the mown field and, especially, in the masses of hay. Thickly and energetically painted, the hay completely engulfs the cart in a golden storm of almost abstract patterning, dwarfing the labourers and even the horses, whose stolid stances anchor the painting.

*Haying, Combermere* is a beautiful and accomplished study in complementary colours. The warm yellows and ochres of the field contrast with the line of scrubby, spectral trees arching through the background: a series of barbed silhouettes vigorously painted in violets and mauves with licks of fiery red-orange. Sheppard chose to omit the grove of trees—seen in his on-the-spot-charcoal sketches and a pencil and watercolour study—in order to maintain and emphasize this rich contrast.



TOP: **PETER CLAPHAM SHEPPARD**  
**Sketch for Haying, Combermere**  
watercolour and pencil on paper  
5 ½ x 6 ½ in, 14 x 16.5 cm

BOTTOM: **PETER CLAPHAM SHEPPARD**  
**Sketch for Haying, Combermere**  
pencil on paper  
1 ½ x 2 in, 3.8 x 5.1 cm

Both not for sale with this lot

Labeled as one of the “youngsters and experimenters” at the Ontario Society of Artists exhibition in 1927,<sup>2</sup> Sheppard was part of the generation of painters who challenged the outworn orthodoxies of the Canadian artistic establishment to investigate more advanced and compelling idioms. Unlike some of his contemporaries, he was refreshingly versatile in his subject matter, turning his curious and easily enchanted gaze to the rich panoply of twentieth-century life—including this timeless scene of rural activity.

We thank Ross King, author of *Defiant Spirits: The Modernist Revolution of the Group of Seven*, for contributing the above essay.

1. Charles Christopher Jenkins, “J. R. Booth—On the Job at 95,” *Maclean’s*, May 15, 1922, 15.

2. “Radical Painters Showing Their Work,” *Toronto Mail and Empire*, March 5, 1927, quoted in Tom Smart, *Peter Clapham Sheppard: His Life and Work* (Richmond Hill, ON: Firefly Books, 2018), 153.

**ESTIMATE: \$30,000 – 50,000**

## 103 James Edward Hervey (J.E.H.) MacDonald

ALC CGP G7 OSA RCA 1873 – 1932

### In a Garden

oil on board, on verso signed, titled and titled *Roche's Point, L. Simcoe*, dated “probably 1920” by Thoreau MacDonald, inscribed with the Roberts Gallery inventory #72455/C460 (twice)/MS/Tho 34/15 (circled) and certified by Thoreau MacDonald, May 1962 and with the estate stamp  
8 ½ x 10 ½ in, 21.6 x 26.7 cm

### PROVENANCE

Roberts Gallery, Toronto  
Collection of S. Medelson, Toronto  
Acquired from the above by the present Private Collection,  
Toronto, 1981

### LITERATURE

Nancy E. Robertson, *J.E.H. MacDonald, R.C.A., 1873 – 1932*,  
Art Gallery of Toronto and National Gallery of Canada,  
1965, page 7  
Paul Duval, *The Tangled Garden: The Art of J.E.H. MacDonald*,  
1978, page 56

J.E.H. MACDONALD IMMIGRATED to Canada from England with his family in 1887. He began his illustrious design career in 1889, apprenticing with the Toronto Lithography Company; later he moved to Grip Limited. His design work was influenced by Art Nouveau and its sinuous lines and use of patterning to depict the natural world. After traveling to England in 1903 to work as a designer for Carleton Studios, he returned to Toronto in 1907. It was then that he began to emerge as a serious artist.

Back with Grip Limited, he met many of the artists who would form the Group of Seven, and he painted on weekends and in the evenings. In 1911, encouraged by Lawren Harris and Group benefactor Dr. James MacCallum, he left Grip to devote himself to painting. For the next 10 years, he would work only sporadically as a freelance designer, but he would always remain sensitive to the elements of design he perceived in nature.

MacDonald was interested in the writing of American poets Henry Thoreau and Walt Whitman, whose responses to nature mirrored his own. He expressed his beliefs in a 1929 lecture titled “The Relation of Poetry to Painting with Special Reference to Canadian Painting”: “We perceive with the soul, we express with the body. Realistic pictures then are no more art than stock reports... A picture is a perfected enclosure of space seen with heightened vision.”

A pivotal experience occurred when MacDonald and Harris traveled to Buffalo in 1913 to see a large exhibition

of Scandinavian paintings. The work of painters like Gustav Fjaestad struck a chord, as they depicted the raw landscapes of their northern countries in a way in which the Group sought to do. In the 1965 Art Gallery of Toronto catalogue for MacDonald’s retrospective, Nancy Robertson suggested that MacDonald’s famous canvas from 1916, *The Tangled Garden*, can be traced back to Scandinavian tapestry, and that both share the influence of Art Nouveau and the school of William Morris. *The Tangled Garden* was based on MacDonald’s flower garden in Thornhill, Ontario (he was known to be fond of gardening), and it caused a sensation in the Toronto art world when it was shown in spring of 1916 at the Ontario Society of Artists exhibition. With its extravagant colour palette and profusion of form, it was sensual, with a jungle-like wildness, and some critics found it crude and chaotic. Now it is perceived as a MacDonald masterpiece.

MacDonald continued his explorations of the Canadian landscape, most notably during the Group’s boxcar trips to Algoma, which he was a part of in spring of 1918, autumn of 1919 and 1920. Algoma was a special place to MacDonald—there he found his spiritual home, and his painting evolved; he did extraordinary work there.

After MacDonald’s last trip to Algoma in 1920, for the next few years he stayed with old friends in the summer, sketching the surrounding countryside and subjects close at hand. This oil was painted in the lovely flower garden of Mr. and Mrs. William Hamilton, who owned a cottage on Roches Point at Lake Simcoe. This gorgeous sketch shows MacDonald’s progression after his years of painting with the Group in Algoma. It is less stylized than *The Tangled Garden* and more painterly, and MacDonald’s brushwork is fluid and expressive. Lush strokes of green sketch in the trees, grass and cultivated foliage, while above hover the flowers, depicted with daubs of pink, red, blue and purple. We read them as flowers. but they are painted as abstracted circles and vertical strokes of colour.

MacDonald eschews realism in favour of the impression of lush growth and sunlight, which rakes across the scene and lights the trees at the back. *In a Garden* exudes a feeling of warmth—the hot, sunny day seems perfectly expressed in the lushness of colour and paint. This is a masterful and modern work that shows how far MacDonald had come in his treatment of his subject and expresses perfectly what he would declare nine years later—that “a picture is a perfected enclosure of space seen with heightened vision.”

**ESTIMATE: \$60,000 – 80,000**





## PROPERTY OF THE COLLECTION OF LAURIE GUTHRIE

IT IS AN honour for Heffel to present a selection of exceptional artworks from the Collection of Laurie Guthrie, a prominent Alberta entrepreneur, philanthropist and passionate supporter of Canadian art.

At the young age of 20, Guthrie moved to northern Alberta as a tradesperson with entrepreneurial ambitions. In 1976, he founded Guthrie Mechanical Services, and under more than four decades of his leadership, the company grew to become a major provider of trades and maintenance services for Canada's energy industry. Over the course of his life, he became unwaveringly committed to helping those in need. His philanthropic contributions include support for local institutions in northern Alberta, the building of two schools in Chad and aiding in the establishment of Guthrie Mainstream, a service centre for persons with developmental disabilities in Mesa, Arizona.

An admirer of Canadian art from a young age, Guthrie's early interest in collecting was sparked by his brother's acquisition of a painting by A.Y. Jackson in 1962. He observed the unparalleled value of owning great examples of Canadian art for both enjoyment and investment purposes, and slowly began purchasing works that inspired him. Thanks to his career, Guthrie traveled extensively throughout the Canadian Arctic, Yukon, Alberta and British Columbia, and met artists along the way, including Ted Harrison, with whom he became close friends. This spectacular collection of Group of Seven paintings on offer embodies not only Guthrie's deep connection to the Canadian landscape, but also the adventurous spirit of the lifelong entrepreneur and traveler.

### 104 James Edward Hervey (J.E.H.) MacDonald

ALC CGP G7 OSA RCA 1873 - 1932

#### Lake Oesa

oil on board, on verso signed, titled and titled *Lake Oesa*, *Rocky Mountains* and *Lake Oesa, Yoho National Park, B.C.* on the gallery labels and dated 1926 on the Mayberry gallery label  
8 ½ x 10 ½ in, 21.6 x 26.7 cm

#### PROVENANCE

Collection of F. Wallace Clancy  
Collection of Phil McCready, Toronto  
The Framing Gallery, Toronto  
Galerie Walter Klinkhoff Inc., Montreal  
Collection of the Tilden family, Montreal  
Sold sale of Fraser Bros., October 23, 1986, lot 36  
Masters Gallery Ltd., Calgary  
Mayberry Fine Art, Winnipeg  
Collection of Laurie Guthrie, Edmonton

#### LITERATURE

Paul Duval, *The Tangled Garden: The Art of J.E.H. MacDonald*, 1978, pages 141, 143 and 145, the 1932 canvas entitled *Mountain Snowfall, Lake Oesa* [sic], C.S. Band Estate Collection, a close-up view of Lake Oesa, reproduced page 177  
Lisa Christensen, *The Lake O'Hara Art of J.E.H. MacDonald and Hiker's Guide*, 2003, pages 4, 22, 23, 27 and 59, the circa 1928 oil sketch entitled *Lake Oesa and Mount Lefroy*, collection of Tom Thomson Memorial Art Gallery, reproduced page 75

AFTER HIS LAST Group of Seven trip to Algoma in 1920, financial pressures dictated that J.E.H. MacDonald take a position teaching at the Ontario College of Art, which he kept until his death in 1932. This meant his main sketching trips had to take place in the summer. He wrote to his wife in 1922: "I would gladly become a vagabond myself and often feel that I'd like to do nothing the rest of my life but sketch and paint and study nature outdoors. I loathe school and the thoughts of teaching. I like the lonely shore and the sound of the waves and the little spruce trees and the terns chipping and scolding."

In 1924, MacDonald took his first trip to the Rockies, and there he found solace. Peace and joy washed over him as he hiked and sketched, and he would return every August thereafter until 1930. In 1928, he rhapsodized, "If it is possible to make reservations in Heaven, I am going to have an upper berth somewhere in the O'Hara ranges of Paradise." MacDonald's health could be delicate, but during his trips to the Rockies he was happy and strong—a robust hiker, he climbed to high vantage points, sketching in sun, rain and snow. There he experienced a renewed sense of vigour and vitality.

The mountain subject matter, with its clear, bright light and colour, was all fresh to MacDonald, and he was surprised by how the atmosphere constantly shifted. His work was very different from his paintings of Algoma just a few years previous. As author Paul Duval stated: "In his mountainscapes he is concerned with flat divisions of spatial design in a conscious way rarely seen in his earlier work. There is a deliberate, hard-edged clarity evident which may, in part, reflect the fact that he was engaged on a number of large architectural design projects during the mountain period." This clarity is evident in *Lake Oesa*, in which MacDonald portrays the vertical wall of the mountains from the opposite shore of the lake and their lower flanks carved by the passage of the glaciers, which linger even in summer on the mountains' upper reaches.

In his journals, MacDonald recorded his impressions of Lake Oesa, in Yoho National Park, on September 2, 1925:

O'Hara has two sister lakes to spread out the effect of her charms a little easefully to us—Oesa and McArthur; Oesa, a little emerald sister which Hungabee Mountain nurses in a great glacial hall of sombre rock... Had lunch at my favorite



lookout towards Oesa, beside the waterfalls and with the fine valley and Oesa in front. The little harebells numerous, beautifully delicate... Made sketch of Oesa... Found my oil bottle left there last year... Color of upper lakes very fine. Light green blue.

*Lake Oesa* is an extraordinary painting. Executed on the spot, it captures the stunning beauty so abundant in this area—dramatic cloud formations unfurl behind the rocky peaks, whose primordial formations rise up to points like gigantic crystals. MacDonald's treatment of the mountains' upper rock formations is almost abstract, and as he works down to their lower reaches sculpted by the ice of ages past, he depicts the rounded headlands with long, rhythmic brush-strokes; the contrast is striking. The

blue-green lake is like a jewel set into the rocks, and on the close near shore, MacDonald used shades of green, mauve, pink and light blue to brighten the scene, as well as on the lower reaches of the opposite shore. In this exceptional Group period painting, MacDonald's treatment of his subject is both strong and tender, and we can feel the inspiration he felt amidst the peaks. As he wrote in an ode to the Rockies,

Far do you call me  
Heavenly mountains  
Lead my soul wandering  
By your green fountains

**ESTIMATE: \$80,000 – 120,000**



## 105 Lawren Stewart Harris

ALC BCSFA CGP FCA G7 OSA TPG 1885 – 1970

### Birch Bushes

oil on board, signed and on verso signed twice, titled and inscribed *Lake Superior Country* and *vi*, with the Doris Mills inventory #4/127 and with the artist's symbol, circa 1921 – 1923  
10 ½ x 13 ½ in, 26.7 x 34.3 cm

#### PROVENANCE

Winchester Galleries, Victoria  
Collection of Laurie Guthrie, Edmonton

#### LITERATURE

Doris Mills, *L.S. Harris Inventory*, 1936, Lake Superior Sketches, Group 4, listed, catalogue #127, titled as *Birch Bushes*, location noted as the Studio Building

*BIRCH BUSHES*, AN invigorating, vibrant work by Lawren Harris, comes from early in his exploration of the Lake Superior area, and depicts the rugged topography and characteristic hills that provided the subject, or the vantage point, for much of the artist's output in this region. The undulating terrain and bold chromatic depiction of the scene invite the viewer into a landscape that for seven years was the muse of an artist pushing his aesthetic horizons, and who expanded the visual culture of Canada.

The work was painted on a trip between 1921 and 1923, when Harris was using panels of this 10 ½ x 13 ½ inch size,<sup>1</sup> and when he would have been accompanied by A.Y. Jackson. Perhaps influenced by his companion's signature attraction to the rhythm of the landscape and the repeating patterns of the hills, Harris found great interest in the rough topography of the area. The central hill motif in this work was a recurring fascination, a theme fully realized in one of his masterworks, *Above Lake Superior* (circa 1924), in the collection of the Art Gallery of Ontario.

When we look back with the insight of history, the trajectory of Harris's career seems to follow a clear and determined path—starting from the subdued early explorations of outdoor sketching in the Laurentians, then expanding to take in the majesty and opulence of Canada's northern winters, followed by the vibrancy of Algoma and the energy of urban Toronto, and maturing into the austerity of the Rockies, Lake Superior and the solemnity of the Arctic. Harris finally reached the untethered culmination of all of the above in his abstract work, and markers left along the way allow us to follow his development. This process of evolution for the artist himself, however, could not have been nearly as straightforward, and it was a diligent pursuit of innovation and experimentation, pushing the boundaries of his artistic practice

and applying new modern art ideas to the Canadian context. This oil sketch provides a wonderful example of Harris enjoying the freedom of expression that his mission demanded.

Harris was well educated in artistic tradition, having attended art school in Berlin from 1904 to 1907, and he frequently traveled to international exhibitions and museums in Europe and the United States. These experiences also fostered a passionate awareness of contemporary developments in modern art, which he responded to enthusiastically and promoted in his work throughout his career. He was the sole Canadian artist represented in the 1926 *International Exhibition of Modern Art Assembled by the Société Anonyme* show at the Brooklyn Museum and was instrumental in bringing it to Toronto in 1927, emphatically championing the art it presented to the Canadian public for the first time.<sup>2</sup>

The 1920s saw rapid and exciting changes in Harris's artistic approaches, with much of this happening at Lake Superior. This was the site where, as with his simplification of form, Harris began a process of refining his use of colour, and restricting the range for each work or subject. Whereas his work in Algoma was often bright and naturalistic (albeit enhanced), at Lake Superior he began to increasingly stylize his palettes, turning from the prismatic Algoma celebrations to curated filters portraying the essential truths he sought to convey. This honing of restraint and deliberate intention would serve him strongly during his final phase of landscape painting and into his later focus on abstraction.

In this painting, the emphasis of colour contrasts resonates with his future paths, but also with the work he would have seen by Vincent van Gogh and Paul Gauguin: bold juxtapositions of complementary contrasts, with yellow birches vibrating in front of violet hills, green foliage enlivened by deep red growth between the rocks. While Harris was always remarkable in his treatment of grand themes like mountains and expansive skies, he also had a superb ability to irradiate all of his subjects. In finding the harmonic colour resonances in this scene, Harris has elevated the rough northern Ontario country into a modern art vision.

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

1. Harris used these smaller panels in 1924 as well, but does not seem to have traveled to Lake Superior that year. Upon returning to Superior in autumn 1925, he had transitioned to 12 x 15 inch boards.

2. Lawren Harris, "Modern Art and Aesthetic Responses: An Appreciation," *Canadian Forum* 7 (May 1927): 239-41.

**ESTIMATE: \$80,000 – 120,000**



## 106 Alexander Young (A.Y.) Jackson

ALC CGP G7 OSA RCA RSA 1882 – 1974

### Les Éboulements

oil on board, signed and on verso titled and dated 1927

8 ½ x 10 ½ in, 21.6 x 26.7 cm

#### PROVENANCE

Warwick Gallery Ltd., Vancouver

Collection of Laurie Guthrie, Edmonton

THE PLACE NAME *Les Éboulements* translates as “the landslide,” and it originates from 1663, when seven months of terrible earthquakes rattled the Charlevoix district in Quebec and caused the whole face of the cliff to fall into the river. This view is one of the most celebrated vistas on the north shore of the St. Lawrence River. The town is situated on one of A.Y. Jackson’s famous “artist trails” that he followed on his late winter sketching trips. An absolutely classic Group period Quebec sketch by Jackson, this painting has highly desirable subject matter. The work has many motifs and aspects collectors search for—the charming horse and

sleigh, the snake fences and rolling ground that generate rhythm, the small village houses creating the sensation of human warmth, and the Impressionist use of colour in delicate pastels in the snow. The town is set high on the hill, and the stunning vista includes a view over the river, cloud formations below and distant hills. Jackson’s brushwork is assured and fluid, and he builds his composition with strongly defined forms. *Les Éboulements*, with its stunning coastal panorama seen from the town, is a quintessential Quebec winter scene by Jackson.

**ESTIMATE: \$20,000 – 30,000**

## 107 Alexander Young (A.Y.) Jackson

ALC CGP G7 OSA RCA RSA 1882 – 1974

### Émileville, Quebec / Winter Landscape (verso)

double-sided oil on board, signed and on verso

dated circa 1920 on the gallery label

8 ½ x 10 ½ in, 21.6 x 26.7 cm

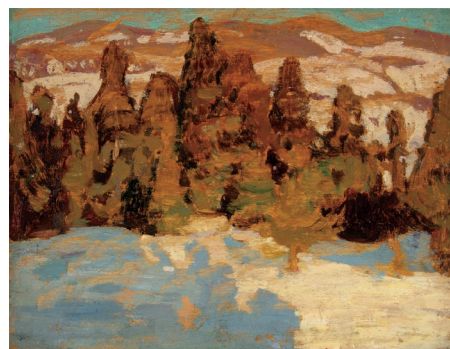


**PROVENANCE**

Walter Stewart, Toronto  
 By descent to a Private Collection  
 Sold sale of *Canadian Fine Art*, Joyner / Waddington's,  
 May 31, 2005, lot 79  
 Winchester Galleries, Victoria  
 Collection of Laurie Guthrie, Edmonton

THIS RARE WINTER night scene by A.Y. Jackson has a charming story. According to a previous owner, a young girl who lived in the house where Jackson was staying watched him paint this scene. When he left the table, the girl picked up his brush and added a star. On Jackson's return, he was delighted by the addition and left it in. The artist painted Émileville in late winter on several occasions, with prolonged trips documented in 1913 and 1915, when he boarded with the Guertin family, whose hospitality he greatly enjoyed.

This night scene is a bold painting with fascinating light effects. The moon casts strong shadows from the bare tree and illuminates the colours of the houses. The night sky full of stars is stunning—you can feel their sparkle. In contrast, a patch of light from a window spills across the snow, evoking the warmth



verso

of human presence. On verso is a depiction of a snowy hillside flooded with sunshine. Jackson was known to paint on both sides of a board when he was running low on his supply of wood panels, and this lot presents a fine opportunity to acquire a double-sided oil sketch.

**ESTIMATE: \$15,000 – 25,000**



## 108 Alfred Joseph (A.J.) Casson

CGP CSPWC G7 OC POSA PRCA 1898 – 1992

### La Cloche Channel

watercolour on paper, signed, circa 1947

11 x 13 ½ in, 27.9 x 34.3 cm

#### PROVENANCE

Winchester Galleries, Victoria

Collection of Laurie Guthrie, Edmonton

#### LITERATURE

Paul Duval, *A.J. Casson*, 1951, the 1949 oil painting entitled *La Cloche Channel* reproduced page 61

A.J. Casson, *My Favourite Watercolours, 1919 to 1957*, 1982, foreword by Paul Duval, pages 7 and 122

IN 1925, A.J. CASSON, Franklin Carmichael and Fred Brigden founded the Canadian Society of Painters in Water Colour. Group of Seven painters Casson and Carmichael, both masters of

watercolour technique, were committed to promoting what they saw as an underappreciated medium. Paul Duval wrote, “By 1930, A.J. Casson had become one of the most powerful and expressive watercolour painters Canada had ever known. His compositions had acquired a sure formalization, his washes were laid with a consummate assurance, and the boldness of his colour revealed a brilliance and depth then rarely seen in the medium.”

La Cloche was one of Casson’s principal painting places every year from 1947 to 1950. In 1947, he stayed for two weeks in a lodge on La Cloche Channel, later commenting, “I found the Cloche Hills an excellent place to sketch... I was attracted by the Jackpines and the white rocks covered in lichen.” This is an extraordinary example of Casson’s work in this area, a scene which he subsequently chose to make into a canvas. With its bright, transparent colours, fine atmospheric effects and panoramic view across the unique quartzite rock formations, this is a stunning watercolour.

ESTIMATE: \$20,000 – 30,000





## 109 Lawren Stewart Harris

ALC BCSFA CGP FCA G7 OSA TPG 1885 – 1970

### Farm Buildings Near Stream

oil on board, on verso initialed and stamped  
Mayberry Fine Art, circa 1912  
10 ½ x 10 ⅞ in, 26.7 x 27.6 cm

#### PROVENANCE:

Collection of Ian Turnbull  
Mayberry Fine Art, Winnipeg  
Collection of Laurie Guthrie, Edmonton

#### LITERATURE:

Jeremy Adamson, *Lawren S. Harris: Urban Scenes and Wilderness Landscapes, 1906 – 1930*, Art Gallery of Ontario, 1978, page 46

IN 1904, AT the age of 19, Lawren Harris traveled to Berlin to study art, and his training there was academic and realistic. He returned to Canada in 1908 and took his first sketching trip to the

Laurentians, with fellow artist James Fergus Kyle. In 1909, he traveled with J.W. Beatty to Haliburton in Ontario and Quebec's Eastern Townships. He was in the vicinity of Haliburton again in 1912, this time with fellow future Group of Seven painter J.E.H. MacDonald. Then, as Jeremy Adamson noted, "In April 1913, Harris and MacDonald travelled to Mattawa and Témiscaming, on the upper Ottawa River near North Bay, Ontario. Both artists sketched views of rural farms." In the fall of 1913, the two painters were in the Laurentians and again painted farms.

In *Farm Buildings Near Stream*, Harris loaded his brush and painted with lush, flowing strokes. It is a well-balanced composition full of interesting details, from the rippling stream to the patterns of the fence and staircase. A tree aflame with autumn colours contrasts with the grey and brown buildings and the verdant grass and trees. The mood is sweet and peaceful, and the work has a charming rustic simplicity.

**ESTIMATE: \$25,000 – 35,000**



## 110 Alexander Young (A.Y.) Jackson

ALC CGP G7 OSA RCA RSA 1882 – 1974

### La Malbaie, Quebec

oil on canvas, signed and on verso titled  
on the gallery labels and inscribed with the Dominion  
Gallery inventory #C4882 and #C6555 indistinctly  
and with an Arthur Lénars shipping label  
20 × 25 in, 50.8 × 63.5 cm

#### PROVENANCE

Dr. S.D. Brigel, Quebec  
Dominion Gallery, Montreal  
Acquired from the above by Eugene Milner, Montreal, 1971  
Dominion Gallery, Montreal  
Galerie Walter Klinkhoff Inc., Montreal  
Winchester Galleries, Victoria  
Collection of Laurie Guthrie, Edmonton

#### LITERATURE

A.Y. Jackson, *A Painter's Country: The Autobiography  
of A.Y. Jackson*, 1958, page 64  
*A.Y. Jackson Retrospective Exhibition*, Galerie Walter Klinkhoff  
Inc., 1990, listed, unpaginated  
Wayne Larsen, *A.Y. Jackson: The Life of a Landscape Painter*,  
2009, page 115

#### EXHIBITED

Galerie Walter Klinkhoff Inc., Montreal, *A.Y. Jackson Retrospective  
Exhibition*, September 10 – 22, 1990, catalogue #27

STARTING IN 1921, in late winter A.Y. Jackson traveled the  
“artist trails” on the north and south shores of the St. Lawrence  
River, painting small Quebec villages and rural farms. These trips,  
which occurred most years until the mid-1930s, yielded some  
of the most iconic images of his oeuvre. On the North Shore, the  
“trail” led from Baie-Saint-Paul, with Jackson passing through  
small towns once only accessible by boat, such as Les Éboule-  
ments, Saint-Irénée and La Malbaie. In these villages, life was  
peaceful and simple.

In his autobiography, Jackson noted: “For several seasons,  
Robinson, Holgate, Hewton and I worked in the late winter at  
La Malbaie. It was a charming little town, and Robinson did some  
of his best work here. Later the fine old parish church there was  
burned down, and a post office and other buildings erected that  
spoiled it for the artists.” Jackson enjoyed the companionship of  
his artist friends, for it could be dull otherwise in the small towns

at night due to lack of activity. In 1926, he was in La Malbaie with  
Albert Robinson, who was particularly lively—fun-loving, he pro-  
voked laughter and music with his storytelling and dancing with  
the women in the houses and small hotels where they stayed.

*La Malbaie, Quebec*, which is based on an on-the-spot oil sketch  
executed circa 1932 to 1933, depicts a fine sunny winter’s day in  
the town, with its typical activities—a woman stands in the door-  
way with a shovel, and an iconic horse and sleigh glides down the  
snow-covered pathway. In 1921, Jackson first included a horse  
and sleigh in two well-known canvases, *A Quebec Village* (collec-  
tion of the National Gallery of Canada) and *Winter Road, Quebec*.  
Wayne Larsen wrote: “From this point forward, Jackson would  
often include a sleigh in his Quebec landscapes. This was not only  
a deliberate attempt to enhance the rustic atmosphere he was  
trying to evoke, but also a subtle way of expressing his contempt  
for the creeping modernization of remote villages. By 1921 auto-  
mobiles were rapidly replacing the horse-drawn sleigh in rural  
Quebec, and before long the tranquility would be shattered even  
further by snowmobiles roaring across fields.”

This is an exceptionally richly coloured work. In the houses,  
shades of green, yellow, taupe and brown are brightened by the  
creamy orange house and the bright golden green in the centre  
and the red roof in the foreground. Details such as the daubs of  
bright red in the cap of the person in the sleigh and the bright  
green of a plant in the window are charming. The brilliant light of  
a sunny winter’s day is crisp and uplifting, reflecting off the white  
snow on rooftops and the ground, where it is crossed by intensely  
blue shadows. Jackson was a masterful colourist—the sky is not a  
flat blue, but is a succession of layers of different hues, from dark  
blue to turquoise and pale blue. His snow is full of pale pastels,  
varying from rooftop to rooftop, with tones of yellow, blue, pink  
and mauve.

*La Malbaie, Quebec* is a finely balanced composition, anchored  
by the solid structure of the church, whose double spires pierce  
both the mountains behind and the sky, symbolic of the impor-  
tance of religion in these small towns. By opening up space in the  
lower part of the canvas between the two fences, Jackson presents  
the town as if it is a stage set, and the people going about their  
quodidian activities the players in the life of the town. *La Malbaie,  
Quebec* is an exceptional canvas with all the desirable elements of  
a great Quebec work, and its emotional warmth evinces Jackson’s  
deep affection for and understanding of his home province.

ESTIMATE: \$100,000 – 150,000



**111 Arthur Lismer**

AAM CGP CSGA CSPWC G7 OSA RCA 1885 - 1969

**The Departure of the Troop Ship, Halifax**

oil on board, signed and on verso signed, titled and titled *Departure of the Troopship* on the Dalhousie Art Gallery label, dated 1916 - 1917, inscribed No. 6 / \$55.00 / Bedford, N.S. and variously on the backing and stamped with the Arthur Lismer Estate stamp and stamped signature  
12 x 16 in, 30.5 x 40.6 cm

**PROVENANCE**

Collection of Mr. and Mrs. Robert W.M. Manuge, Halifax  
Sold sale of *Important Canadian Art*, Sotheby's Canada,  
May 27, 1985, lot 740  
Collection of Chris Haney, Toronto, circa 1985  
By descent to the present Private Collection, California

**LITERATURE**

Gemey Kelly, *Arthur Lismer: Nova Scotia, 1916 - 1919*,  
Dalhousie Art Gallery, 1982, titled as *Departure of  
the Troopship*, reproduced page 51  
Anabelle Kienle Poňka, *Halifax Harbour 1918 / Le port  
d'Halifax 1918*, National Gallery of Canada, 2018, page 34

**EXHIBITED**

Dalhousie Art Gallery, Halifax, *Arthur Lismer: Nova Scotia,  
1916 - 1919*, December 2, 1982 - October 2, 1983, catalogue #34

IN 1916, ARTHUR LISMER left Toronto to take up the position of principal of the Victoria School of Art and Design in Halifax, Nova Scotia. When he arrived, he found that the port of Halifax was fully engaged in the war effort for World War I. Home to the Canadian Navy, the port had links to Canada's railway system,

and it was a key naval base from which supply ships, hospital ships and troops were deployed to England, France and Belgium. Troopships arrived from as far away as Australia and New Zealand, and also later from the United States.

On their arrival, the Lismers settled in a house in Bedford, 10 miles from Halifax. From here Lismer was able to observe the drama of the wartime port in Bedford Basin, which provided a natural shelter for military vessels that were being formed into convoys, waiting to cross the Atlantic accompanied by armed battleships. He also sketched from the Halifax docks and went out on the minesweepers and tugs.

At the start of his time in Halifax, Lismer painted around Bedford and the Sackville River, but when he began to sketch the military activities around the harbour, it resulted in his arrest as a possible spy—a blow to this nationalistic Group of Seven artist! A local newspaper protested about landscape painters accessing the docks, resulting in Lismer frequently being reported on. However, the artist persisted, because, as he related in a December 6, 1917 letter to Eric Brown, director of the National Gallery of Canada, “Halifax is intensely interesting just now to a painter.” In June 1918, the Canadian War Records Office asked Lismer to execute studies of Halifax’s wartime activities, which resulted in the artist finally obtaining official permits for sketching.

This painting depicts a troopship painted with dazzle camouflage, which was invented by British marine artist Norman Wilkinson. Pablo Picasso is noted as claiming that the work of the Cubists provided inspiration for the patterning. These dazzle patterns of curved and zigzag lines were designed to mislead German U-boats and submarines when they were searching to destroy the Allied ships. The varied patterns helped to conceal the identity and the movements of Allied ships, and served to draw German fire away from propulsion systems and ammunition stores at their centres. Not only was dazzle camouflage a brilliant experiment that prevented loss of ships and lives; these wild patterns also looked stunning.

*The Departure of the Troop Ship, Halifax* is a dynamic composition. The central ship, covered by its dazzle paint, commands the eye. It steams out of the harbour guided by a tug, its departure observed by troops on shore. The water, milky green streaked by darker green and the white of the ship’s foaming wake, provides an almost tropical contrast to the blue and grey hues of the dazzle patterns. Lismer captures the misty atmosphere of the day in the background, in shades of blue-grey that place the focus on the ship and the dock in the mid- and foreground. Lismer’s documentation of wartime Halifax represents a unique chapter in Canadian history and art history; he produced extraordinary and striking works of art, of which *The Departure of the Troop Ship, Halifax* is a brilliant example.

One of the previous owners of this work, Chris Haney (1950 – 2010), was a dynamic Canadian who was a journalist and the co-creator of the popular board game Trivial Pursuit. Haney was working as a photo editor in Montreal when he met sports journalist Scott Abbott in 1975; together they developed the idea for



**ARTHUR LISMER**  
**Olympic with Returned Soldiers**

oil on canvas, 1919  
48 ½ × 64 ¼ in, 123 × 163.3 cm  
Collection of the Canadian War Museum,  
Beaverbrook Collection of War Art,  
CWM 19710261-0343

Not for sale with this lot

Painted for the Canadian War Records Office, *Olympic with Returned Soldiers* is Lismer’s homage to the return of 5,000 troops to Halifax after the armistice was signed. Lismer considered the ship’s homecoming a momentous event and described it as “a magnificent sight.”

the trivia game in 1979, initially hoping to make enough money to travel. The game would become a worldwide pop culture success, with total sales of over 100 million in 26 countries, and it was produced in 17 languages. In the 1980s, Trivial Pursuit outsold Monopoly.

Haney was a passionate Canadian, and the artworks from his collection, such as this and lots 112, 113 and 114 in this sale, represent his admiration for his country. These works were all likely acquired in the 1980s and remained in his family after his passing in 2010. Haney was a man of many interests who had a great passion for life. He built two successful golf courses in Ontario and enjoyed sailing, travel to Spain, wineries, photography, cooking, rounds of karaoke, reading the paper every morning, and above all, spending time with his family and friends.

**ESTIMATE: \$60,000 – 80,000**

## 112 Lawren Stewart Harris

ALC BCSFA CGP FCA G7 OSA TPG 1885 – 1970

### Coldwell—North Shore, Lake Superior

oil on board, signed and on verso titled,  
dated September 1922 and inscribed 5465  
10 ½ x 13 ¾ in, 26.7 x 34.9 cm

#### PROVENANCE

Collection of Chris Haney, Toronto, circa 1985  
By descent to the present Private Collection, California

A CENTURY AGO, in the fall of 1921, Lawren Harris and A.Y. Jackson took the Algoma Central Railway up to its intersection with the Canadian Pacific tracks at Franz and continued west to Rossport, visiting the north shore of Lake Superior for the first time, staying for just a few days. This initial foray resulted in a definitive shift in focus for Harris, who turned his attention from the verdant Algoma region on the east side of the lake and embraced instead the potential for expansive space accessible from the austere, burned-over headlands in this region.

Looking back in 1948, Harris recalled, “We found new and inspiring subjects, both in the hills along the shores of the great lake and inland in the high country with its rugged scenery, rocky streams and innumerable lakes.”<sup>1</sup> This area became his most frequent sketching ground in the 1920s. The repeated visits gave him the opportunity to adapt his artistic approach previously specialized to the complexity and intimacy of the Algoma forests and Toronto streets, and realize the grandeur of this open inland sea. *Coldwell—North Shore, Lake Superior* is a wonderful exemplar of the potential that this place held for Harris, even early on in his explorations there.

The specific date on the verso of this work is quite a rare notation for the artist, and definitively places the work on one of Harris’s earliest visits to the lake with fellow Group of Seven member Jackson. This first dedicated trip, specifically to the North Shore, has often been reported to have begun in October 1922, but the inscription on this work, written in Harris’s own hand, confirms that the artists arrived earlier and positions this work among the first of that season. Alongside Jackson, Harris began to explore the exciting prospects of containing the long, magnificent vistas within the bounds of their small wooden

boards. Nearly two years before he would first go to the Rocky Mountains, and eight years before he would find the open water and ice of the Arctic, *Coldwell—North Shore, Lake Superior* is a tender prelude to the symphonies of light and distance he would become engrossed with.

While Harris would explore a range of themes on this trip and subsequent ones, this early work demonstrates the magnetic draw of the vast openness of the North Shore that Algoma lacked, even from its highest hilltops. Here, looking south over the lake, there is nothing on the horizon but inviting warm pale light, pulling the viewer through the rugged, invigorating foreground, over the cool, placid water and into this ethereal, infinite distance. The exhilarating and bold crimson in the bottom third of the panel ignites the work with an energy that is balanced by the subtle variations in grey, purple and teal in the distant islands. This balance of contrasts was key to Harris, who wrote that “all creative activity is the interplay of opposites, and it is the union of those in a work of art that gives it vitality and meaning.”<sup>2</sup>

In his landscape paintings, Harris was focused on distilling the underlying truth of the universal through the language of the familiar, ultimately seeking to expand the consciousness of those who experienced his art. In his words, “Art is a realm of life between our mundane world and the world of the spirit, between the infinite diversity of manifested life and the unity or harmony of spirit, or between the temporal world and the realm of enduring and incorruptible ideation.”<sup>3</sup> It is in works such as this that we can appreciate how the landscapes of Lake Superior were such an effective and exciting subject in Harris’s pursuit of this transcendence.

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. Lawren Harris, quoted in Bess Harris and R.G.P. Colgrove, eds., *Lawren Harris* (Toronto: Macmillan, 1969), 120.

3. *Ibid.*, 107.

**ESTIMATE: \$100,000 – 150,000**







## 113 Lawren Stewart Harris

ALC BCSFA CGP FCA G7 OSA TPG 1885 – 1970

### Near Coldwell, North Shore, Lake Superior

oil on board, signed and on verso signed, titled and inscribed  
25 Severn St. Toronto / \$60.00 / #6700 / 6079, circa 1922  
10 ½ × 13 ¾ in, 26.7 × 34.9 cm

#### PROVENANCE

The Fine Art Galleries, T. Eaton Co. Ltd., Toronto  
Collection of Jack B. Fraser, brother-in-law of the Artist  
Collection of Chris Haney, Toronto, circa 1985  
By descent to the present Private Collection, California

LAWREN HARRIS'S *Near Coldwell, North Shore, Lake Superior* is a serene and measured work, one that draws the viewer into its world and to the edge of a rocky outcrop, peering down over rounded contours and through atmospheric light onto a classic scene of the Canadian North. It is a prime example of the artist's persistent search for ways to represent the soul-stirring reaction he felt to the landscape, and to make tangible what was, for him, a communion with higher truths.

Harris described such a pursuit, writing, "Art is a realm of life between our mundane world and the world of the spirit, between the infinite diversity of manifested life and the unity or harmony of spirit, or between the temporal world and the realm of enduring and incorruptible ideation."<sup>1</sup> This oil on board sketch, like many of his smaller works, captures one of the precious and rarified moments where Harris was out in his element, painting in the landscape and translating directly his connection to the environment.

Sketching trips organized by Harris brought him, along with some of his fellow Group of Seven members, to the north shore of Lake Superior seven times in the 1920s, covering much of the shore between Heron Bay and Rosspoint. On at least four of these trips, Harris painted in the Coldwell area, located just east of what is now Neys Provincial Park. The size of this work, 10 ½ × 13 ¾ inches, indicates that it was done on one of the earlier trips, as in 1925 Harris switched to using 12 × 15 inch panels for his oil on board sketches. The range and diversity of potential subjects drew artists to this area, from the remains of burnt-over forest and charred pine trees to awe-inducing clouds and skies over the lake, and the interplay of autumnal colours across the varied

and dramatic topography. A.Y. Jackson, Harris's most frequent sketching companion in the area, described it evocatively: "There was a feeling of space, dramatic lighting, the stark forms of rocky hills and dead trees, and beyond, Lake Superior, shining like burnished silver. However bold the artist's conception of it was, it seemed inadequate."<sup>2</sup>

Over the course of the 1920s, Harris painted variations on this specific view looking across the bay towards Coldwell Peninsula at least ten different times, each panel with its own character and ambience. In this depiction, there is a sense of serenity in the harbour, the calmness evident in the cool reflection in the water, clearly suggesting a certain comfort that the area naturally provided, away from the exposure of the great inland sea. In the distance on the left, the soft lilac colour of Detention Island encloses the composition, but also provides a path for the eye to follow out into the wider expansiveness.

Harris was a prolific writer, who often shared his thoughts on modern art and the role of art in shaping the country, but it is in his personal letters that we find the most insight into his artistic philosophy. After returning from a trip to Europe in June 1930, he wrote to fellow artist Emily Carr of his reaffirmed connection to the landscape, and its role in providing a pathway to higher truths. He stated: "We should saturate ourselves in our own place, the trees, skies, earth and rock and let our art grow out of these. If it becomes abstract, wholly or in part or not at all is not the paramount thing. It's the life that goes into the thing that counts."<sup>3</sup> This oil finds Harris doing exactly that, resulting in a moving and impactful representation of the tranquility and power found in such landscapes.

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

1. Lawren Harris, quoted in Bess Harris and R.G.P. Colgrove, eds., *Lawren Harris* (Toronto: Macmillan, 1969), 107.

2. A.Y. Jackson, "Lawren Harris: A Biographical Sketch," in *Lawren Harris: Paintings, 1910-1948*, ed. Sydney Key (Toronto: Art Gallery of Toronto, 1948), exhibition catalogue, 11.

3. Harris to Carr, June 1930, Emily Carr Papers, MS-2181, box 2, folder 3, BC Archives, Victoria.

**ESTIMATE: \$80,000 – 120,000**



## 114 Alexander Young (A.Y.) Jackson

ALC CGP G7 OSA RCA RSA 1882 – 1974

### Mt. Asgard, Baffin Island

oil on canvas, signed and on verso titled and inscribed

Sketch owned by Dr. Jim MacDougall / IF2J6, /

DC 79 – # 1033, circa 1965

20 × 26 in, 50.8 × 66 cm

#### PROVENANCE

Sold sale of *Canadian Art*, Sotheby's Canada,

May 27, 1985, lot 822

Collection of Chris Haney, Toronto, circa 1985

By descent to the present Private Collection, California

#### LITERATURE

Dennis Reid, *Alberta Rhythm: The Later Work of A.Y. Jackson*,

Art Gallery of Ontario, 1982, a similar 1965 oil sketch

entitled *Mount Asgard, Baffin Island* reproduced page 89

IN JULY OF 1965, A.Y. Jackson went on his third and last trip to the Arctic. He accompanied a mountain climbing group from McGill University with the Alpine Club of Canada. Also on the trip were his niece Geneva and a doctor and artist from Montreal, Jim MacDougall (as recorded on verso, MacDougall acquired the sketch for this work). This expedition was a dream come true for Jackson—they flew to Baffin Island and camped at Pangnirtung Pass. While the others climbed, Jackson painted. Dennis Reid wrote of his work there, “The authenticity of mood and atmosphere—the sense of the climate, of the sharp air and smudges of floating fog or cloud—is overwhelming, a triumph.” Mount Asgard’s unique flat-top peak caps a stunning composition by Jackson that depicts a mountain range, a glacier and boulders tumbled on the shore of a lake. Jackson’s depiction of the bones of this rugged land is boldly sculptural. The horizontal flow of the glacier contrasts the verticality of the mountains, and the pointed shapes of boulders echo the mountains above. The name Asgard, from Old Norse, refers to one of the nine worlds in Scandinavian mythology, and in this painting, it feels as though Jackson has captured the realm of the gods.

**ESTIMATE: \$50,000 – 70,000**



115 a

## 115 Two Works

### a) Alexander Young (A.Y.) Jackson

ALC CGP G7 OSA RCA RSA 1882 – 1974

#### Lake Unknown, Teshierpi Mountains

oil on canvas, signed and on verso titled and inscribed *Sketch painted August 1950 / To Kay—With best wishes for a happy birthday—love Maury, May 3, 1955 / To Kay—May 3, 1955 Maurice*  
25 1/8 x 32 1/8 in, 63.8 x 81.6 cm

#### PROVENANCE

A gift from the Artist to Maurice Hall Haycock  
A gift from Maurice Hall Haycock to his wife Katherine  
“Kay” Haycock  
Estate of Maurice Hall Haycock  
By descent to the present Private Collection, Newfoundland  
and Labrador

### b) Maurice Hall Haycock

1900 – 1988

#### Teshierpi Mountain

oil on canvas, signed and dated 1955 and on verso  
titled and dated on the tacking edge and inscribed  
*From sketch NWT-50-26, August 27, 1950 / No. 30-C-766.H*  
*URN / [RN + C / NWT-55-202 and sketch 1950 with AYJ*  
24 x 30 in, 61 x 76.2 cm

#### PROVENANCE

Estate of the Artist  
By descent to the present Private Collection,  
Newfoundland and Labrador



115 b

**LITERATURE**

A.Y. Jackson, *A Painter's Country: The Autobiography of A.Y. Jackson*, 1958, page 152

Naomi Jackson Groves, *A.Y.'s Canada*, 1968, page 222

Maurice Haycock, *On Site with Maurice Haycock, Artist of the Arctic*, 2007, page 13

GROUP OF SEVEN painter A.Y. Jackson met geologist Maurice Haycock on his 1927 trip to the Arctic when the ss *Beothic*, which Jackson was traveling on for a sketching trip, picked up Haycock at Pangnirtung, on Baffin Island, after he had spent a year in the district on a government survey. As Haycock related, "The Arctic experience and the chance meeting with A.Y. Jackson would shape the direction of my life." Haycock then began painting in the early 1930s. The two artists formed a long-lasting friendship and often went on sketching trips together, such as to Yellowknife, Labrador, Schefferville, Quebec and the Gatineau country north of Ottawa.

In August 1950, Jackson went north to Port Radium, on the shore of Great Bear Lake in the Northwest Territories, planning to meet up with Haycock. Jackson wrote in his autobiography: "Haycock had work to do at Port Radium, so I timed myself to get there when his work was completed. I had always wanted to get into the Barren Lands, and Mr. Bennett had promised he would get me there. There were three of us in the party, Haycock, myself and Bob Jenkins, a permanent employee, who came along to hunt and explore."

They flew in, and as Jackson related, "On the map we had picked out a nameless lake that looked like a perfect spot and proved even better than we visualized. There was a sand beach on the corner we hoped to land on. We put up our tents, one to sleep in and the other for supplies... The pilot left us saying, 'I will be back in a week, boys.' It was near the end of August and chilly... Snow flurries swept over the hills known as the Teshierpi



Maurice Haycock and A.Y. Jackson, circa 1960 – 1974  
Photo: Canadian Heritage Photography Foundation

Mountains which protected us from the north... It was an exciting country; with its moss and lichen and small plants turning red and orange, it looked like a rich tapestry; and big boulders were strewn everywhere. We could nearly always find one to crouch behind as protection from the east wind when we were sketching."

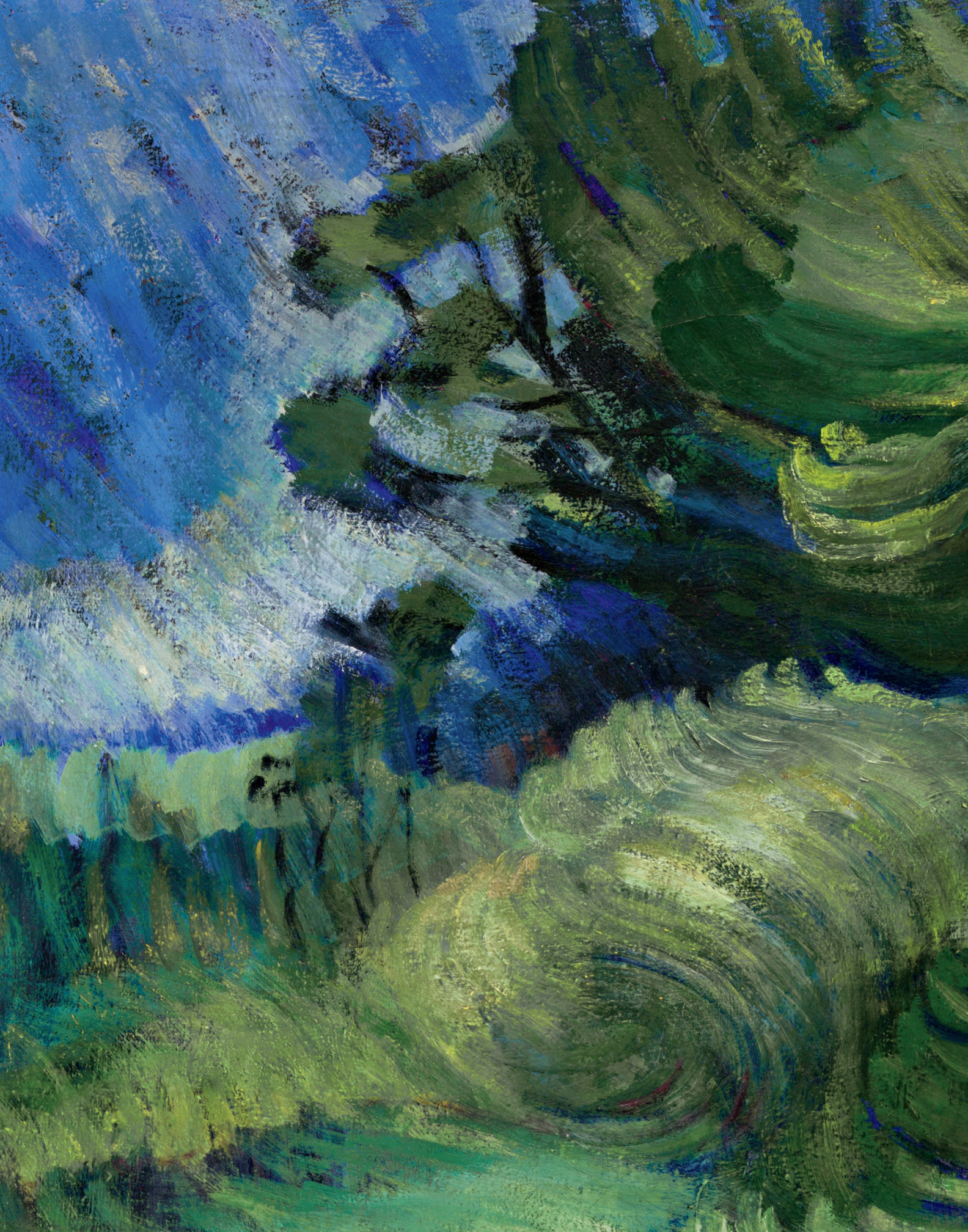
They ate caribou shot by Jenkins and although wildlife was scarce, they saw a wolverine and wolf tracks close to their tent. In splendid isolation, they painted all week until they were picked up by the plane on August 28.

These two canvases, derived from oil sketches done on this trip, are stunning views of the Teshierpi Mountains, with dramatic skies and the "nameless lake." The two artists painted similar views of this bold landscape, with its bare hills and low vegetation punctuated by the big boulders typical of the area. As Jackson humorously reported in a diary entry dated August 23, 1950, "We have been painting boulders. There are millions of them, all shapes and sizes; it gives one a great deal of work." Both canvases show striking similarities in style, and Jackson's influence on Haycock can clearly be seen in his brushwork and colour palette. *Teshierpi Mountain* and *Lake Unknown, Teshierpi Mountains* are outstanding examples of both artists' work.

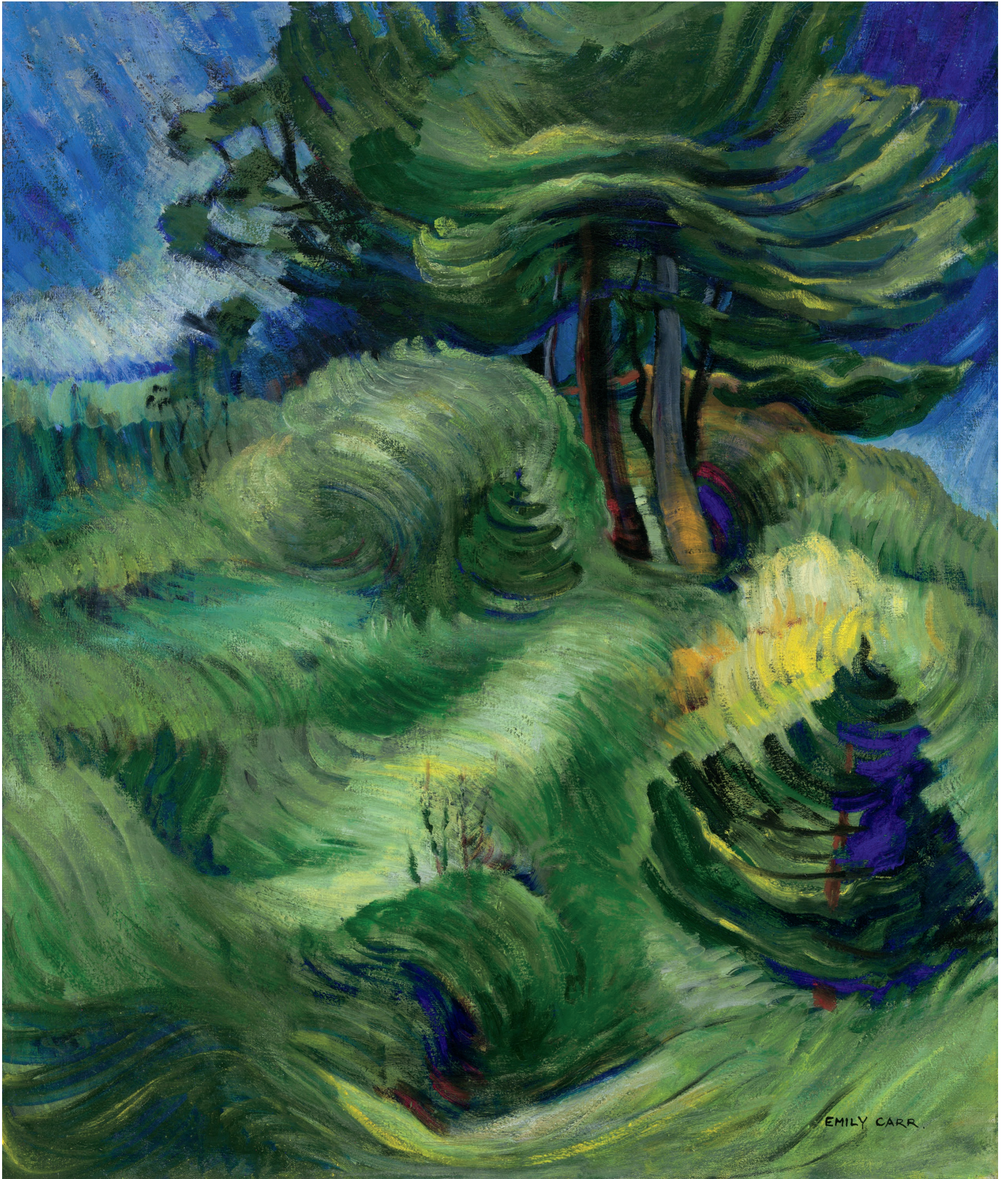
The original oil sketch on which Jackson's *Lake Unknown* was based was acquired in the early 1950s by Eldorado Mining and Refining Ltd., and subsequently donated to the Prince of Wales Northern Heritage Centre in Yellowknife. Jackson gave the canvas developed from the sketch to Haycock.

Jackson loved the Barren Lands, and he later stated, "Every chance I get I go by plane up into the tundra, into the Barren Lands... I'm perfectly happy to be put down with my pack up among these rivers and lakes, perhaps two or three hundred miles from the nearest human being."

**ESTIMATE: \$55,000 – 75,000**









## 116 Emily Carr

BCSFA CGP 1871 – 1945

### Tossed by the Wind

oil on canvas, signed Emily Carr, 1939

32 1/8 x 27 1/4 in, 81.6 x 69.2 cm

#### PROVENANCE

Estate of the Artist

Vancouver Art Gallery Art Rental, Vancouver

Acquired from the above by a Private Collection,

Vancouver, circa 1950s

By descent to the present Private Collection, Vancouver

#### LITERATURE

Maria Tippett, *Emily Carr: A Biography*, 1979, reproduced page 245

EMILY CARR'S PAINTING *Tossed by the Wind*, 1939, shows that she had not lost the ability to create compelling and original new images in the last three years of her painting life. In June of 1939, she had her second heart attack. She had already sold the caravan that had enabled her immersive sketching trips into the woods, and consequently, she would find her subjects closer to home. *Tossed by the Wind* shows Carr's continuing openness to the revelatory wisdom of nature. She infused her paintings with a new concern with physicality and the body, at a time when illness and aging were inescapable factors in her life.

Most of the image is taken up with a windswept grassy slope, and the viewpoint is close to the ground. Five years earlier, still hale and hearty, Carr had written in her journal, "Dear Mother Earth, I think I have always specially belonged to you. I have loved from babyhood to roll upon you, to lie with my face pressed right down on to you in my sorrows. I love the look of you, the smell and the feel of you."<sup>1</sup> One day earlier, she wrote the following after a day of sketching on Beacon Hill, near her Victoria home: "Out on the cliffs sketching for the first time this year. It was unbelievably good, sunny and warm. Protected by the bank from the north wind, I put my 'whole' into it—sky and sea."<sup>2</sup>

Now Carr is back on Beacon Hill, but in 1939 it is the ground, not the sky that attracts her, and she paints as though she wants to touch and stroke and embrace its surface. This striking thematic shift is confirmed by other paintings of the same year, such as *Rocks by the Sea*, which Carr described as "a great rounded cliff of clay covered with shaggy dry cliff grass... the mound has that heavy cumbersomeness like the hindquarters of a bear,"<sup>3</sup> or *Roots*, where a dark hole gapes in the ground beside the earthy torn-up root system of a fallen tree.<sup>4</sup>

*Tossed by the Wind* was based on a rapid sketch—*Broom, Beacon Hill* (figure 1)—that Carr had made a year or two earlier. British settlers had introduced broom, a low shrub with abundant brilliant yellow flowers much loved in English gardens and now a feature of the countryside around Victoria. Carr welcomed the splashes of yellow that punctuate her sketch and appear on the right side of the composition in the canvas. The sketch is horizontal and its clump of scrubby trees, resisting the wind, is positioned



Lawren Harris and Ira Dilworth at the Vancouver Art Gallery around the time of the opening of the new Emily Carr Memorial Galleries, 1951

just beside the centre. For her canvas Carr chose a vertical format, enabling her to greatly enlarge the grassy expanse in the foreground. She has clarified the sketch's tangle of trees into taller, more specific forms, and added two small fir trees to create spatial recession. Her painting departs from the effects she had sought up to 1936. Gone are the sublime all-encompassing skies and the upward movement of trees that seem to aspire to reach into heaven. The artist now tends to look into her trees from below while her skies more closely hug the earth, "broken and tucked behind," as she wrote when describing *Rocks by the Sea*. Trees and skies now are equal partners in a dense weave of brush marks that cover the surface.<sup>5</sup>

In 1937, Carr had written about trying to give her canvases the spontaneity and life of her sketches: "I began them with huge brush strokes, first going for the movement and direction such as I got in my sketches, and with great freedom."<sup>6</sup> In *Tossed by the Wind*, the repetitive rhythmic marks that cover the surface evoke the action of the artist's hand, like that of grooming a dog's fur

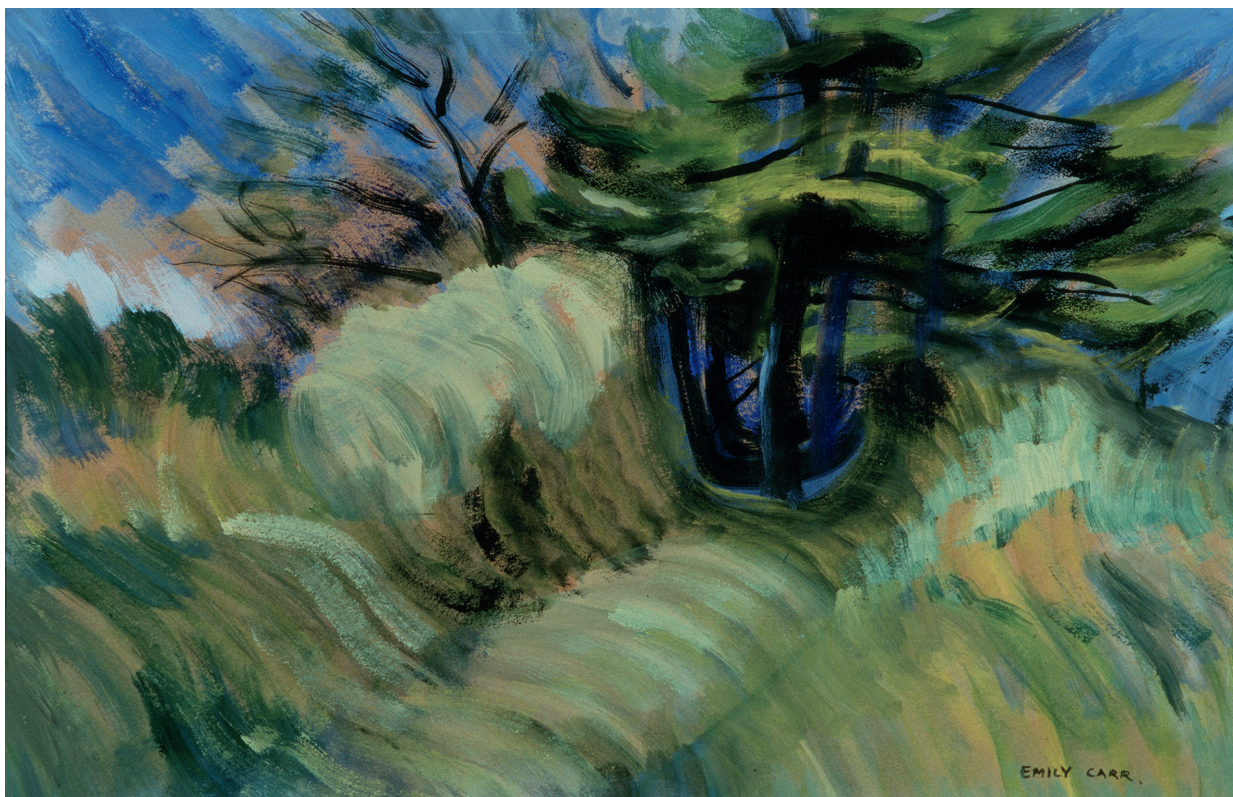


FIGURE 1: **EMILY CARR**  
**Broom, Beacon Hill**  
 oil on paper mounted on board, 1937 – 1938  
 11 ½ x 17 in, 29.2 x 43.2 cm  
 Collection of the Art Gallery of Greater Victoria

Not for sale with this lot

or brushing a child's hair. The sense of physicality, of intimate closeness and the desire to caress are all conveyed by the artist's emphatic brushwork.

The earth in her painting is now a living body, and in the same year Carr painted a self-portrait (figure 2, collection of the National Gallery) wherein, remarkably, she does not shy away from examining her own aged self.<sup>7</sup> Her face looks out at us severe and challenging, but her body is rooted, strong as a mountain, its contours brushed in with those same vigorous strokes.

It was in part Walt Whitman's denunciation of Victorian prudery that helped Carr to let go of her discomfort with her body. His book *Leaves of Grass* had been her constant companion on sketching trips in her van. In her journals she described her joy, when camping, at walking barefoot in the dewy grass or immersing herself naked in a stream at dusk. Whitman's idea, that the sheer material, physical presence of nature was language itself, now seems to be made manifest in Carr's last paintings. In "A Song of the Rolling Earth," one of Carr's favourite poems that she shared with her friend Ira Dilworth, Whitman wrote:

A song of the rolling earth, and of words according,  
 ... the substantial words are in the ground and sea,  
 They are in the air, they are in you ...  
 In the best poems re-appears the body ...<sup>8</sup>

*Tossed by the Wind* is itself a poem in paint. It shows the extraordinary insights and inventiveness Carr could achieve as compensation for the heart disease that was now her constant companion. This remarkable painting is a love song to wind as the breath of life.

Another compensation for Carr at this time was gaining, at last, an appreciative audience in the West. In the late 1930s, Carr was adopted as a venerated senior figure of modernism by a new young, progressive generation. Interest in modern art was fostered by art schools, universities and the architectural profession. In 1938, artist Nan Cheney organized a solo show of Carr's recent work for the Vancouver Art Gallery. A success, it was followed by further solo shows there in 1939, 1941, 1943 and 1944. Carr rejoiced that at last a local audience had found a shared



FIGURE 2: **EMILY CARR**

**Self-portrait**

oil on wove paper, mounted on plywood, 1938 – 1939

33 3/4 x 22 3/4 in, 85.5 x 57.7 cm

National Gallery of Canada, Ottawa. Gift of Peter Bronfman, 1990. Photo: NGC

Not for sale with this lot

experience in her work, and that many paintings were sold, helping her to pay her personal bills.

Her position was consolidated when Lawren Harris, a long-time friend and supporter, moved in 1940 to Vancouver, where he quickly took a leadership role at the Vancouver Art Gallery. Together with Dilworth, Harris helped Carr to organize a collection of 45 of her best paintings to become the Emily Carr Picture Collection as a bequest for the province. At her death in 1945, Harris was also a trustee of the paintings remaining in Carr's estate; more paintings went into the Emily Carr collection, while others were put aside to be sold to raise money for an Emily Carr Scholarship for young artists in the province.

Meanwhile the Women's Auxiliary, founded in 1943 to raise funds for the VAG, organized an Art Rental program. It was chaired by Mrs. James P. Fell, a keen collector of Carr's work and friend of Harris, who some years earlier had asked Harris to sell her *Swirl* (see lot 120 in this sale). Harris kept *Swirl* but could help by supplying the Art Rental program with Carr paintings, whose sale would benefit both the VAG and the Emily Carr scholarship

fund. So, *Tossed by the Wind*, which was acquired through purchase at the Art Rental program, remains in Vancouver today thanks to that city's at last espousing Emily Carr.

We thank Gerta Moray, author of *Unsettling Encounters: First Nations Imagery in the Art of Emily Carr*, for contributing the above essay.

1. Emily Carr, *Hundreds and Thousands: The Journals of Emily Carr* (Toronto: Clarke, Irwin & Co., 1966), 101, entry March 9, 1934.
2. *Ibid.*, entry March 8, 1934.
3. Doris Shadbolt, *The Art of Emily Carr* (Toronto: Clarke, Irwin / Douglas & McIntyre, 1979), 135; *Rocks by the Sea* reproduced same page.
4. *Ibid.*, *Roots* reproduced p. 173.
5. *Ibid.*, 135.
6. Carr, *Hundreds and Thousands*, 294, entry September 14, 1937.
7. *Self Portrait* (1938-39) reproduced in Shadbolt, *Emily Carr*, 190.
8. Walt Whitman, *Leaves of Grass* (1915 edition), 145.

**ESTIMATE: \$1,200,000 – 1,600,000**

## 117 David Brown Milne

CGP CSA CSPWC 1882–1953

### Ski-Jump After Snow

oil on canvas, signed and dated 1928 and on verso titled *Ski Jump* and inscribed 43 (circled) / ST#A144 / G39A / 9  
12 ½ x 16 ½ in, 31.8 x 41.9 cm

#### PROVENANCE

Sale of the Artist to Vincent Massey, Toronto, 1934  
Michael Wright, London, England, circa 1937  
Robertson Galleries, Ottawa, 1958  
W.J. Touhey, Ottawa, 1959  
Wallack Galleries, Ottawa, 1972  
Warwick Gallery Ltd., Vancouver, 1972  
The Art Emporium, Vancouver, 1972  
Loch Mayberry Fine Art Inc., Winnipeg, 1990  
Inter-City Products Corporation, Toronto, 1990  
Masters Gallery Ltd., Calgary, 1996  
Private Collection, Calgary

#### LITERATURE

Peter Savage and Lynda Snider, *Sight and Site: Location and the Work of David B. Milne*, Nickle Arts Museum, 1997, reproduced page 29  
David Milne Jr. and David P. Silcox, *David B. Milne: Catalogue Raisonné of the Paintings, Volume 1: 1882–1928*, 1998, reproduced page 443, catalogue #207.110

#### EXHIBITED

Nickle Arts Museum, University of Calgary, *Sight and Site: Location and the Work of David B. Milne*, August 8 – November 2, 1997

THIS IMPRESSIVE OIL painting displays the full array of David Milne's greatest qualities as an artist: it is simple in conception and overall feel, yet also intricate in the interplay of foliage and light across the hillside we see. Large areas are left open to suggest the new snowfall, yet they are carefully inflected with hue and gesture to suggest the play of a soft light on these white expanses. Although no people are literally shown, Milne's inclusion of the prominent Lake Placid ski facility, which hosted the Winter Olympics in 1932 and 1980, reminds us that we are in a cultivated precinct of upstate New York, USA.

Like the atmosphere in *Ski-Jump After Snow*, the area shown was saturated with meaning for the artist. David and Patsy Milne lived in the Adirondack Mountains in New York State—specifically in the Moose Lake and Lake Placid area—from 1924 to 1929.

Milne had studied at the Art Students League of New York and then worked in the USA after he left Ontario in 1903, but these years around Lake Placid were the last of his decades south of the Canadian border.

Milne was a highly accomplished and intermittently acclaimed artist by this time, in his forties. However, he was not established, and he still could not make a living from his painting. The Lake Placid area provided other work because it was a year-round vacation destination for the elite of the northeastern USA. The Milnes took over the management of a tea house at the local resort, and Milne borrowed money to purchase land and built a large cottage on Moose Lake. That project took much longer, and cost more, than he anticipated. Wanting for money, he had little time for his art. In the summer of 1928, Milne wrote in a letter, "This is as near death as a human being ever gets short of the real thing. One's whole attention is taken with hammering and sawing and nailing. Such life as that allows in one's mind is as disconnected and aimless as a dream."<sup>1</sup> The outstanding work that we do have from this locale and period is thus all the more remarkable.

The exquisite balance of this oil painting stems not only from the intriguing marking of the surface or its openness of composition. Perhaps surprisingly for a snow scene, there is almost no pure white in the work. Trees and ground support what we read as snow, but flecks of purple and orange play across the surface, enlivening and unifying the scene. The textured canvas shows through in the forested areas, grounding what is a very lightly painted surface. Milne used greys and blacks as accents, which also indicate both the structure and outlines of trees. The result is always subtle visually yet always strong structurally.

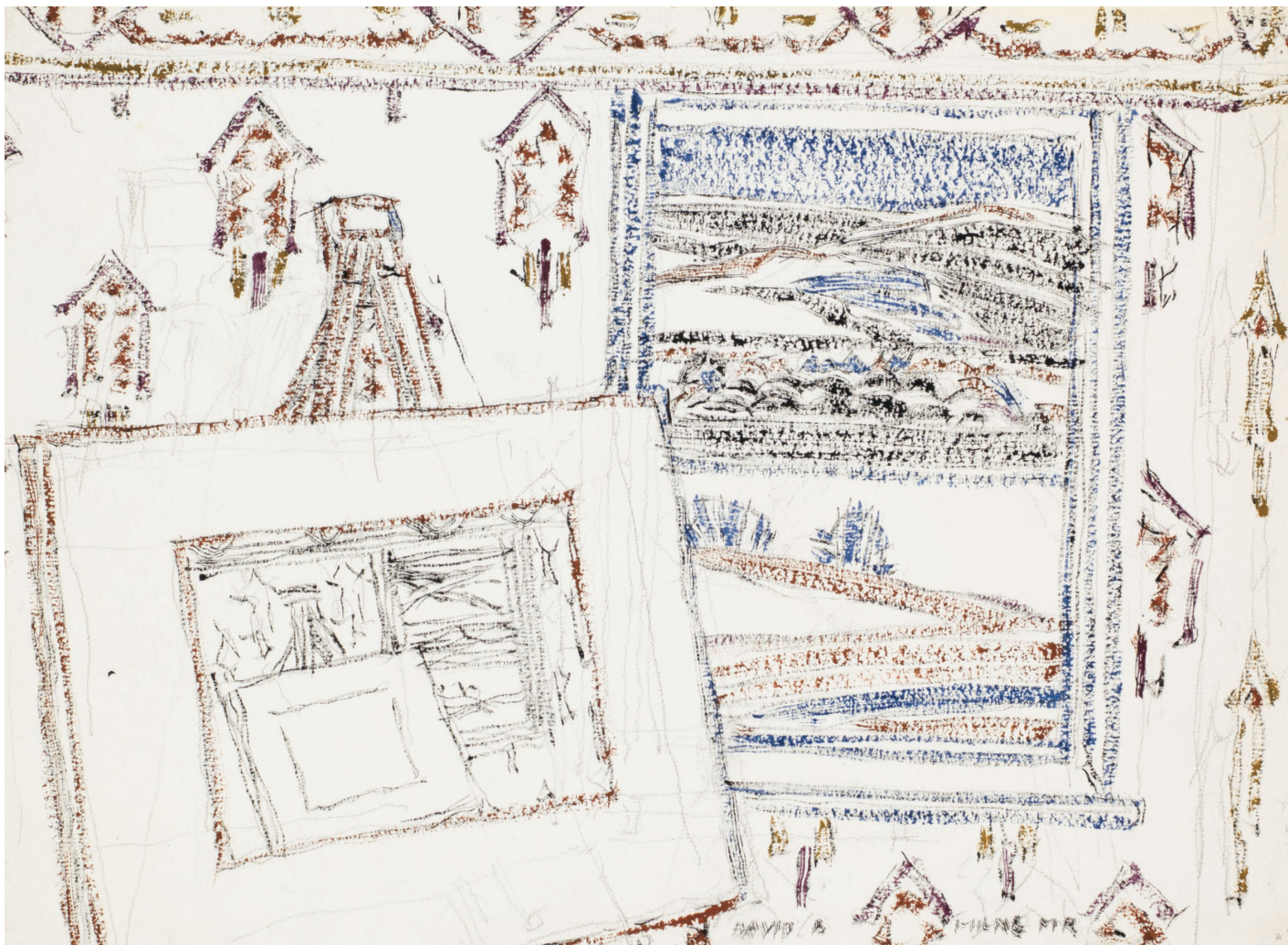
Milne was the most careful of observers, both of the landscape that he knew so well and of atmosphere. Those connected but also different areas are set into conversation in *Ski-Jump After Snow* by Milne's deft touch. Sky at the top and the valley floor near the bottom of the image are treated in a similar manner. On prolonged viewing, one result is that the ski hill and wooded areas begin to float—to become an unmoored, almost imaginary band of telluric reality between sky and valley floor or in an insubstantial ether. If this is a dreamlike landscape, it was not, as Milne feared, aimless.

We thank Mark Cheetham, Professor of Art History at the University of Toronto and author of *Landscape into Eco Art: Articulations of Nature Since the '60s*, for contributing the above essay.

1. David P. Silcox, *Painting Place: The Life and Work of David B. Milne* (Toronto: University of Toronto Press, 1996), 189.

**ESTIMATE: \$50,000 – 70,000**





## 118 David Brown Milne

CGP CSGA CSPWC 1882 – 1953

### Window and Easel, Mount Riga, New York

watercolour on paper, signed and inscribed *MR*  
and on verso inscribed *1 / #216 / NG / 470 / EW, 1921*  
11 x 15 ¼ in, 27.9 x 38.7 cm

#### PROVENANCE

Estate of the Artist  
Mira Godard Gallery, Toronto  
Private Collection, Toronto  
Sold sale of *Fine Canadian Art*, Heffel Fine Art  
Auction House, November 23, 2016, lot 151  
Private Collection, Toronto

#### LITERATURE

*David Milne (1882 - 1953): A Survey Exhibition*, Galerie  
Godard Lefort, 1971, unpaginated  
David Milne Jr. and David P. Silcox, *David B. Milne: Catalogue  
Raisonné of the Paintings, Volume 1: 1882 - 1928*, 1998,  
page 344, reproduced page 344, catalogue #204.33

#### EXHIBITED

Galerie Godard Lefort, Montreal, *David Milne (1882 - 1953):  
A Survey Exhibition*, April 22 - May 15, 1971, catalogue #5

THE EARLY 1920S in Mount Riga, south of Boston Corners, were a time of creative experimentation for David Milne, as he explored new possibilities of technique and composition. He realized that his style in watercolour, in which he used coloured outlines against the white of the paper—such as we see in this fine work—could be developed into etchings.

In *Window and Easel, Mount Riga, New York*, Milne's subject is cleverly self-referential. As the catalogue raisonné notes, "The painting on the easel is this painting, but the painting in it, instead of being smaller still, is a blank. The visual device of a picture within a picture was used by Milne in several other paintings..." Milne gives the viewer the sense of observing him in the studio as his ideas are manifested. His use of line is spare, yet it defines so much, and the slightly skewed angles of each element give the work a casually posed quality, like an informal photograph. Milne was a superb watercolourist, and *Window and Easel* is an exceptional example of this medium that was such an important part of his oeuvre.

**ESTIMATE: \$25,000 – 35,000**





## 119 Sir Frederick Grant Banting

1891 – 1941

### Cobalt

oil on board, signed and on verso initialed,  
titled, dated 1932 and inscribed 5528 and 97  
8 ½ x 10 ½ in, 21.6 x 26.7 cm

#### PROVENANCE

McCready Galleries Inc., Toronto  
Private Collection, Ontario

#### LITERATURE

Naomi Jackson Groves, *A.Y.'s Canada*, 1968, page 120

THIS BRIGHT AND accomplished oil on board was completed by Frederick Banting on a sketching trip to the Ontario mining town of Cobalt in the early winter of 1932. This one-time boom town was already in decline by the early 1930s, with the silver mining that began there at the turn of the century then all but stopped. Banting's sketching companion on this trip was A.Y. Jackson; at this point, the pair had already painted together several times since their first trip, to Quebec, five years prior. Cobalt attracted many other artists of the era, such as Franklin Carmichael and Yvonne McKague Housser, who also saw the subject as a means of expressing a burgeoning Canadian modernism. Naomi Jackson Groves recalls Jackson discovering striking compositions in the community's "steep slopes, the jutting mineshafts and higgledy-piggledy houses built *before* the streets, which wend their way around them with picturesque irregularity." While Jackson's work from this particular excursion is well represented in important public collections such as the National Gallery of Canada and the Art Gallery of Ontario, examples from Banting are exceedingly rare.

This year marks the centenary of Dr. Banting's co-discovery of insulin at the University of Toronto.

There is a canceled painting on verso obscured beneath heavy paint.

**ESTIMATE: \$35,000 – 45,000**



## 120 Emily Carr

BCSFA CGP 1871 – 1945

### Swirl

oil on canvas, signed Emily Carr and on verso

titled and inscribed \$150- / 9/3 / O, V / Owned by:

1. Mr. Robert de Lotbinière Harwood and Miss Helen D. Darling /

2. Helen (de Lotbinière Harwood) Rogers and 9342

faintly on a label remnant, 1937

27 x 22 ¾ in, 68.6 x 57.8 cm

### PROVENANCE

Collection of the Artist

A gift from the Artist to Lawren Stewart Harris, 1941

Acquired from the above by Robert and Phyllis de Lotbinière

Harwood, Vancouver, circa 1945

By descent to the present Private Collection, Seattle, 1970

### LITERATURE

Doris Shadbolt, *The Art of Emily Carr*, 1979, reproduced page 158 and listed page 214

Maria Tippett, *Emily Carr: A Biography*, 1979, page 242

Christopher Varley, *Emily Carr: Oil on Paper Sketches*, Edmonton Art Gallery, 1979, the related oil on paper *Windswept Trees*, collection of Maltwood Museum and Gallery, University of Victoria, listed as circa 1935, reproduced, unpaginated

Doris Shadbolt, *Emily Carr*, 1990, reproduced page 192

Mary Jo Hughes, *Emily Carr: On the Edge of Nowhere*, Art Gallery of Greater Victoria, 2010, the related 1938 – 1939 canvas *Juice of Life* reproduced page 60

Sarah Milroy and Ian DeJardin, editors, *From the Forest to the Sea: Emily Carr in British Columbia*, Art Gallery of Ontario and Dulwich Picture Gallery, 2014, the related circa 1937 – 1938 oil on paper *Windswept Trees*, University of Victoria Art Collection, reproduced page 232 and listed page 296

### EXHIBITED

*Canadian Group of Painters 3rd Annual Show*, Toronto, November – December 1937, traveling in 1938 to the National Gallery of Canada, Ottawa

Vancouver Art Gallery, *28th Annual Exhibition of the BC Society of Fine Arts*, April 29 – May 15, 1938

Vancouver Art Gallery, *Emily Carr*, October 12 – 23, 1938, traveling to the University of British Columbia, Vancouver, Department of English, faculty room in the library, catalogue #7

National Gallery of Canada, Ottawa, *Emily Carr*, June 29 – September 3, 1990, catalogue #161

EMILY CARR'S CANVAS *Swirl*, from 1937, is part of a group of outstanding paintings she made at the culmination of her late style. It held such a special place in her heart, as we shall see, that it became her personal gift to her valued friend Lawren Harris. We are led into the picture by the hint of a path that stops at the forest's edge. Dead tree stumps and small new trees mark the stages of life, while at the centre a young cedar with swirling branches rises above cascading foliage, flanked by sturdy tree trunks whose crowns are out of sight. Behind them are



**FIGURE 1: EMILY CARR**  
**Windswept Trees**  
 oil on paper, circa 1937 – 1938  
 33 x 21 ½ in, 83.8 x 54.6 cm  
 University of Victoria Art Collection

Not for sale with this lot

mysterious spaces traversed by light and wind. Curving, undulating lines sweep the composition into a unified whole, suggesting the action of wind and a surging life force.

Ever since turning solely to landscape painting in 1931, Carr had worked constantly to develop a bold modern pictorial language that could convey her attunement to the vast geography and distinctive vegetation of British Columbia's west coast. By 1932, she was experimenting with sketching directly with her brush on paper, first in black and white and then using oil paints thinned with gasoline. In 1933, she had bought her famous caravan, which enabled her to camp and immerse herself in the landscape around Victoria, with its woods, cliffs and sky. There she produced scores of rapid oil on paper sketches, from many of which she created studio canvases afterwards. Through the interplay between sketch and canvas she had dissolved the monumental, closed forms of her forest paintings of 1928 to 1930, adopting a newly fluid style that expressed a subjective vision of the life and movement in nature.

By 1935, Carr was producing carefully worked out and finely finished canvases that retained the sense of spontaneity of her sketches, while also infusing the landscape with the force of metaphor. Style and subject came together in works of perfect resolution to produce some of her best-loved masterpieces, such as *Scorned of Timber*, *Beloved of the Sky* (1935) and *Above the Gravel Pit* (1937). It is with this group of paintings that *Swirl* belongs. Each picture becomes an eloquent image of a revelation granted to the artist by earth, trees and sky.

The intensity Carr projects into this forest scene is due partly to the pivotal moment at which *Swirl* was painted. In early January of 1937, she suffered her first heart attack, one so severe that she was kept in the hospital for a month. On March 9, she was still so weak that she wrote despondently: "I don't want to paint yet. I get too tired just sitting."<sup>1</sup> This would mean the end of her inspirational caravan trips.

Though confined to home for the foreseeable future, Carr had her store of sketches to work from. On April 20, she reported having four paintings "on the go," including "an exultant wood"—the painting we are considering here.<sup>2</sup> With *Swirl*, Carr would sum up not only her most recent stylistic development, but also the significant forest motifs she had developed in the past 10 years. In the foreground a surge of undergrowth—a "rushing sea"—assures us of the fecund ground under our feet. The motif of a young tree set amidst sheltering older trees had become a symbol charged by Carr with a visionary quality in paintings like *Grey* (1930) or *The Little Pine* (1931). In her journals Carr often refers to trees as personages—dancing young trees are children, graceful cedars flaunt their petticoats, old pines become wise elders. The central tree in *Swirl*, a cedar with streaming branches, conveys a burst of exultation amid the circle of aspiring younger trees and the sturdy trunks of older ones. The dead tree stumps at the right are a reminder of death—the destruction Carr had observed and painted in the logged-over terrain of the Metchosin hills. With *Swirl*, Carr was reaffirming life and her own fragile recovery.

Carr's composition was based on an oil on paper sketch she made during one of the two previous years in camp at Metchosin, *Windswept Trees (Untitled)* (figure 1), dated circa 1936 by Doris Shadbolt.<sup>3</sup> The sketch, like the subsequent canvas, conveys the movement of wind, but the forms are lightly brushed in with swift feathery strokes. Nature for Carr was her site of revelation, where periods of contemplation and the active empathy of sketching offered discoveries about herself and the order of the world. "The woods are brim full of thoughts. You just sit and roll your eye and everywhere is a subject thought, something saying something," she wrote on September 8, 1936.<sup>4</sup> Returning home to the studio, she would sort her sketches and touch them up so as to clarify the meanings she had found through them. Some sketches might stand up as works in their own right; some would become the source for canvases that developed the key ideas Carr found in them.

Her canvas *Swirl* thus became a deliberate statement. The hectic chaos of the sketch becomes ordered. The undiluted oil paints, with their opacity and more saturated colour, give weight and solidity to the forms. The painting gains intensity from the calculated colouristic richness, with blue and yellow in what might be a sunlit grassy bank at the right and deep violet in the cliff-like shape at the left. The heightened contrast between light and dark areas, many of them quite abstract, creates a sense of spatial recession.

Another significant change from the sketch is that Carr has transposed it to a canvas with different proportions. Her predominant choice of format was a ratio of roughly 1 to 1.5. Placed vertically, the canvas or sketch paper accommodated tall forest trees; when horizontal, it could hold wide skies and vistas. With *Swirl* we have a shape closer to a square. Instead of the upward movement Carr so often evoked, the effect here is of a contained balance between vertical and horizontal. The swirling central tree is a pivot, as numerous lines sway and weave around it to enlist the viewer's eyes in an active and never-ending dance over the surface. Carr was intrigued with the result and repeated the same format and lines of sweeping movement in a freer, even more abstract version of the motif in the canvas *Juice of Life* (figure 3).

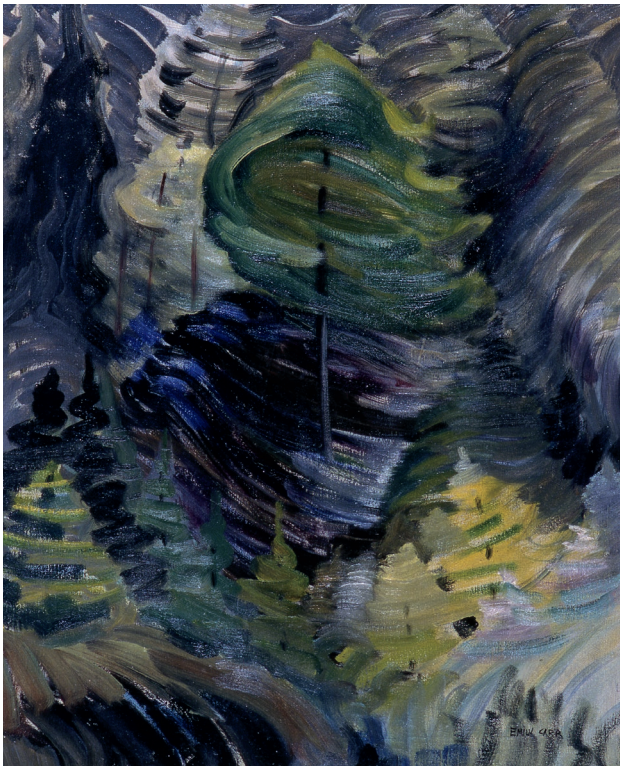
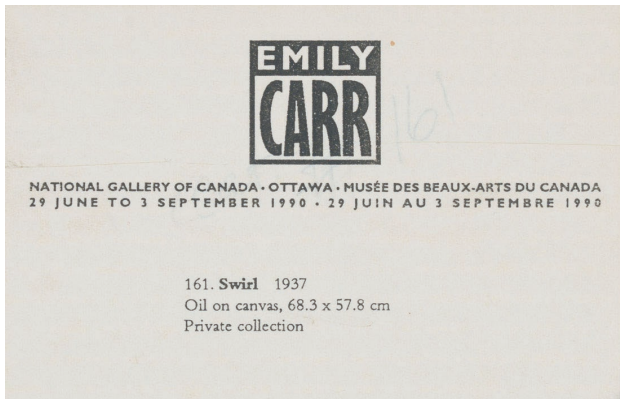
Carr's ability to combine emotional investment with thoughtfully applied technical skills makes her greatest paintings compelling and memorable. The painting *Swirl* creates a strong immediate impact while revealing deeper layers of complexity. After 1937, she continued to adapt her style to convey her changing experience. When she made a final sketching trip in 1942 to Mount Douglas Park, from which she painted *Quiet* (figure 2, sold by Heffel in May 2004), she chose the same repertory of motifs as in *Swirl*, but by fine-tuning her line, rhythm and colour she created a new mood of solemnity, of acceptance of mystery at the end of life. *Swirl* was her "Ode to Joy."

The painting went on to have an interesting history. In September 1937, Carr had a visit from Toronto businessman and Art Gallery of Toronto board member Charles Band, who owned several of her paintings and wanted to meet her. He selected



FIGURE 2: **EMILY CARR**  
**Quiet**  
 oil on canvas, 1942  
 44 × 27 in, 111.7 × 68.6 cm  
 Collection of the Audain Art Museum

Not for sale with this lot



TOP: National Gallery of Canada exhibition label

FIGURE 3: **EMILY CARR**  
**Juice of Life**  
oil on canvas, 1938 – 1939  
25 3/8 x 20 3/4 in, 64.5 cm x 52.7 cm  
Collection of the Art Gallery of Greater Victoria

Not for sale with this lot

three canvases for her to send to Ontario, where he thought he could find buyers for them. Among these was *Swirl*, and Carr's sketching companion Edythe Hembroff-Schleicher recounts that Carr told her, "Mr. Band fell for it at once and I rather hated to part with it."<sup>5</sup>

*Swirl* was subsequently exhibited in November 1937 with three other Carr works at the Art Gallery of Toronto in the *Canadian Group of Painters 3rd Annual Show*. None of her paintings sold, and Carr wrote wryly to Nan Cheney on April 20, 1938: "My stuff came home today have not opened it up yet but Band told me the three he took back he was shure he could sell. & here they are merily home again."<sup>6</sup> Carr was thus able to show *Swirl* in her first Vancouver Art Gallery solo show, in October 1938. Her reputation and sales in Vancouver art circles then took off, thanks to a growing circle of friends in the city working on her behalf, and Carr put a great deal of pressure on herself to paint new works for her yearly Vancouver Art Gallery solo shows that followed. Unfortunately this brought on a second, even more severe heart attack in March 1939, and a stroke in June 1940 that temporarily impaired her speech and further restricted her mobility.

In October 1940, Lawren Harris, her long-time cherished mentor and supporter, returned to Canada from his sojourn in the USA and moved to Vancouver. Harris soon teamed up with Ira Dilworth, the regional director of the CBC, who had been reading Carr's stories on the radio since January 1940 and was helping her edit the stories into publishable form. Dilworth finally secured the publication of her book *Klee Wyck* late in 1941. He was now Carr's second great mentor and supporter. Seeing her precarious health, Harris encouraged Carr's wish to bequeath a group of her best paintings to the Province of British Columbia, and he and Dilworth formed the Emily Carr Collection, initially of 45 paintings, to be held in trust.

It is at this point that the grateful Emily apparently decided to give each of them a gift—*Swirl* to Harris and *Juice of Life* to Dilworth. In a letter to Carr in June 1941, Dilworth thanked her for the gift of the picture and expressed delight that "Lawren's plans [for the Trust] are working out."<sup>7</sup> Writing to Dilworth in November 1941, Carr mentioned that Mrs. James P. Fell, a Vancouver collector, had tried to buy *Swirl* from Harris. Carr had vetoed this and declared, "I told Lawren 'Swirl' and 'Juice of Life' were favourites of mine & that was why I gave them to two people I loved. I wanted you both to have things I liked & was happy in the doing of, to remember me by."<sup>8</sup>

We thank Gerta Moray, author of *Unsettling Encounters: First Nations Imagery in the Art of Emily Carr*, for contributing the above essay.

1. Emily Carr, *Hundreds and Thousands: The Journals of Emily Carr* (Toronto: Clarke, Irwin & Co., 1966), 283.

2. *Ibid.*, 288.

3. Doris Shadbolt, *The Art of Emily Carr* (Toronto: Clarke, Irwin / Douglas & McIntyre, 1979), *Windswept Trees (Untitled)* reproduced p. 156, no. 137 and listed p. 214.



Lawren Harris and Ira Dilworth at the Vancouver Art Gallery around the time of the opening of the new Emily Carr Memorial Galleries, 1951  
Photo: Vancouver Art Gallery Archives

4. Carr, *Hundreds and Thousands*, 260.

5. Quoted in Edythe Hembroff-Schleicher, *Emily Carr: The Untold Story* (Saanichton, BC: Hancock House, 1978), 360.

6. Quoted in Doreen Walker, ed., *Dear Nan: Letters of Emily Carr, Nan Cheney, and Humphrey Toms* (Vancouver: UBC Press, 1990), 78.

7. Quoted in Linda M. Morra, ed., *Corresponding Influence: Selected Letters of Emily Carr and Ira Dilworth* (Toronto: University of Toronto Press, 2006), 36-37.

8. *Ibid.*, 60.

Carr's *Swirl* has been in the same family since it was first acquired in circa 1945, and it returns to Canada from its home in Seattle, Washington, where it was much loved.

**ESTIMATE: \$1,000,000 – 1,500,000**



## 121 Emily Carr

BCSFA CGP 1871 – 1945

### Stormy Day, Brittany

oil on board, signed M. Carr and on verso titled and inscribed \$40.00 faintly and inscribed with provenance details on the gallery label, circa 1911  
11 x 15 in, 27.9 x 38.1 cm

#### PROVENANCE

Howard Allan Simons, Vancouver  
By descent to the daughter of the above, Whistler  
Masters Gallery Ltd., Calgary  
Private Collection, Vancouver

#### LITERATURE

Emily Carr, *Growing Pains: The Autobiography of Emily Carr*, 1946, pages 263 and 267  
Kiriko Watanabe et al., *Emily Carr: Fresh Seeing—French Modernism and the West Coast*, Audain Art Museum, 2019, page 13 and reproduced on pages 40 and 147

#### EXHIBITED

Island Arts and Crafts Society, Alexandra Club, Victoria, *Fourth Annual Exhibition*, October 16 – 18, 1913, catalogue #234, priced at \$40.00  
Audain Art Museum, Whistler, *Emily Carr: Fresh Seeing—French Modernism and the West Coast*, September 21, 2019 – January 19, 2020, traveling in 2020 – 2021 to the Beaverbrook Art Gallery, Fredericton, and the Royal BC Museum, Victoria



IN JULY 1910, Emily Carr set off for France, on an adventure that would profoundly change the direction of her artistic career. The intent of her trip was to learn the new modern methods of painting to better equip herself to capture the sweeping landscapes and First Nations totem poles of her native British Columbia. When Carr returned home 16 months later, her painting style had undergone a complete transformation as a result of her exposure to the modern art movements of Fauvism and Post-Impressionism. Through these modern art techniques, Carr learned to express emotion and feeling in her compositions through the application of bold primary colours and vigorous brushwork.

On arriving in Paris, Carr sought out the artist William Phelan (Harry) Gibb, for whom she had been provided a letter of introduction by a visiting artist in Victoria. Carr could not have been more fortunate, as Gibb was a well-connected English-speaking artist who was closely associated with the leading artists of the day in Paris. Gibb could often be found at the home of his good friend Gertrude Stein, the prominent art collector and critic, debating emerging art developments with the likes of fellow artists Pablo Picasso, Henri Matisse and Juan Gris. After Carr met Gibb at his Paris studio, she expressed her awe upon seeing his paintings for the first time: “I stood by the side of Harry Gibb, staring in amazement up at his walls. Some of his pictures rejoiced, some shocked me. There was rich, delicious juiciness in his colour, interplay between warm and cool tones. He intensified vividness by the use of complementary colour.”

Carr quickly became Gibb’s eager pupil and traveled to Brittany to paint with him in the summer of 1911. Carr tramped the French countryside that summer, producing bright, colourful Fauvist paintings, of which *Stormy Day, Brittany* is a superb example. Gibb was so impressed with his Canadian pupil that by the end of the summer, he encouraged Carr to submit paintings to the renowned annual *Salon d’Automne* exhibition of modern art in Paris. Two of her paintings were accepted by the jury and hung among those by well-known artists such as Marcel Duchamp, Pierre Bonnard, Francis Picabia and Fernand Léger. Gibb sensed that Carr had the artistic gifts and vision to become one of the great artists of the world. When Carr asked Gibb why he never allowed her to see his own work, which he showed to his other students, he told her: “Don’t have to. Those others don’t know what they are after, you do. Your work must not be influenced by mine. You will be one of the painters—women painters—of your day.”

When Carr returned to British Columbia in November of 1911, she was eager to show off the accomplishments from her French sojourn. In March and April of 1912, Carr invited friends and visitors to her studio in Vancouver for an exhibition of about 70 of the works she had created in France. Although no list of the paintings shown exists, *Stormy Day, Brittany* was likely on display. A review of the exhibition in the *Vancouver Daily Province* newspaper on March 25, 1912, reported: “The pictures are interesting as



**EMILY CARR,**  
**Le Paysage (Brittany Landscape)**  
 oil on board, 1911  
 18 x 25 ½ in, 45.7 x 64.8 cm  
 Collection of the Audain Art Museum

Not for sale with this lot

indicating the trend of recent French work in the direction of brilliant color and a certain distaste for detail. By the use of almost pure color, Miss Carr obtains some startling effects of light, and her technique is of great breadth and vigor.” *Stormy Day, Brittany* was so favoured by Carr that she submitted the painting to the annual Island Arts and Crafts Society exhibition in Victoria in October 1913, where it was shown along with *Le Paysage (Brittany Landscape)*, one of her two paintings that had hung at the Paris *Salon d’Automne* in 1911.

*Stormy Day, Brittany* is an outstanding example of all that Carr learned while in France. The composition is alive with colour and feeling. A sun-dappled field of wildflowers is composed of strokes of radiant pure colour that warmly welcome the viewer into the scene. The field ends in a collection of cottages huddled together and carefully highlighted in warm colour tones; they are surrounded by viridescent trees with striking yellow and blue trunks. Overshadowing this otherwise idyllic scene is an incredible sky filled with billowing storm clouds, which Carr skilfully animates with expressive brushwork that includes pink, yellow and blue highlights. *Stormy Day, Brittany* brilliantly demonstrates Carr’s mastery of the modern French art theories of her day, stressing the use of pure colour applied in a bold Fauvist approach that conveys the emotion of the scene.

**ESTIMATE: \$125,000 – 175,000**



## 122 Cornelius David Krieghoff

1815 – 1872

### Quebec Farm

oil on canvas, signed, dated 1856 and inscribed  
*Quebec* and on verso inscribed variously  
 22 ¼ x 31 ¼ in, 56.5 x 79.4 cm

#### PROVENANCE

Scott & Sons, Montreal  
 Acquired from the above by Miss Helen Norton,  
 Quebec, before 1934  
 Collection of Peter and Franca Winkworth, London  
 Sold sale of *The Winkworth Collection: A Treasure House  
 of Canadiana in London*, Christie's South Kensington,  
 April 1, 2015, lot 307  
 Private Collection, Switzerland

#### LITERATURE

Marius Barbeau, *Cornelius Krieghoff: Pioneer Painter of  
 North America*, 1934, mentioned page 51, listed page 81  
 and described page 105, reproduced opposite page 6  
 J. Russell Harper, *Kriehoff*, 1979, page 78, reproduced page 81

*QUEBEC FARM* IS a distinguished example of Cornelius Krieghoff's well-known motif of a genial exchange between French-Canadian settlers in an inhabited rural setting in winter. In its way, it is the most Canadian of artworks by a profoundly Canadian creator.

The contemporary and nuanced character of Krieghoff's Canadianism can be only outlined in an essay. In brief, it is engaged in its moment, pragmatic and responsive. Krieghoff was an immigrant to North America decades before Canada's Confederation in 1867, who died in the United States five years after that year. From the 1840s to the 1860s he created images of Canada, particularly French-Canadian settlers and Indigenous inhabitants, that influenced the perception of this period for generations. He was born in Amsterdam in 1815, and his family moved to Germany when he was a child. By the time he was 22, he was in New York, where he enlisted in the United States Army. Krieghoff arrived in Montreal by 1846, partly formed artistically and fully ambitious. He had been painting professionally, although the work was crude compared with what it would be one decade later, when he painted *Quebec Farm*.

Central to *Quebec Farm* is an encounter between a French-Canadian settler driving a *berline-barque* with his wife,

daughter, son and infant, and another settler on snowshoes before a frozen stream in an inhabited rural setting. Background scenes accentuate the tableau on the right and left. On the right is a prosperous farmhouse with porch, attic and attached hayloft, with an empty farm sleigh in front. A woman in a red skirt and blue blouse has turned away from the viewer to approach the front door. To her right, and closer to the viewer, is a toddler in a pale yellow tunic, pulling a child's sleigh. Along with the woman in red on the *berline*, the toddler is the only other person directly engaging the viewer. On the left, opposite the stream, slightly deeper into the land, a single hunter with his rifle on his shoulder walks away.

Except for the family in the *berline*, the relationships between the figures are unclear. What is clear is that Krieghoff took great care to choreograph each figure, in a landscape that is unmistakably southern Quebec, near Quebec City, within 50 kilometres of the St. Lawrence River. After his move to Quebec City in 1853, he placed the figure in the landscape in a new way. The figures are deeper in the landscape and more enveloped by it. Krieghoff translated his first-hand experiences as a hunter and recreationalist into paint, resulting in greater and more acute attention on the landscape and atmosphere. Most profoundly, Krieghoff's skies capture their time and place in ways that continue to ring true. A painting like *Quebec Farm* exemplifies the height of Krieghoff's achievement, and makes clear how he transposed the atmosphere and landscape of Canada into art.

Krieghoff crafted compositions that contained and circulated the viewer's eye by setting the principal activity in a lozenge defined by diagonals in the bottom left and right corners, and active skies. He adroitly shepherds our view across the painting's primary scene, and back into the painting's ancillary scenes, all of which action takes place under a sky constituting more than half of the composition. His dynamic sky reinforces the composition, thrills the viewer and describes the phenomena of a mid-winter sky in southern Quebec for his primarily English clientele, who experienced Canada as exotic, foreign and a temporary experience.

Notable names pepper the provenances of historic artworks. Ears prick up when one appears and buzz when more appear, and *Quebec Farm* creates this effect. Its first documented private owner, Helen Norton (1876–1967), was the daughter of Arthur Osmere Norton, a businessman from Coaticook, in Quebec's Eastern Townships. His eponymous firm, A.O. Norton, manufactured industrial jacks in the late nineteenth century, as economic and industrial growth exploded in eastern Canada and the north-eastern United States. The firm's success earned the family its fortune—and fueled its philanthropy.

As is often the case, the inheritors of that fortune collected art more assiduously than their forebears, and Norton's daughter and son, Harry, established even more notable collections of their own. Harry was a trustee of Bishop's University, an honorary president of the Art Association of Montreal (now Montreal Museum of Fine Arts) from 1939 until his death in 1948, and a significant collector of antique glass. Helen Norton collected Canadian painting, and the MMFA exhibited works from her collection in 1961. The siblings' financial support of the AAM's building campaign in 1938 led to its feature staircase being named after them.



*Quebec Farm* in the Winkworth frame

Collecting was a trait also inherited by Peter Winkworth (1929–2005). Winkworth developed a collection of Canadian art and material culture of historic size and ambition. One tranche of more than 4,000 works in various media, spanning 1565 to 1971, was acquired in 2002 by the National Archives of Canada (now Library and Archives Canada). In 2008, another tranche of more than 500 items was acquired by LAC, and in 2015 it acquired a third tranche. In addition to his collecting, Winkworth contributed to the scholarship on Canadian art, and in 1972 prepared the authoritative catalogue on Krieghoff's prints.

*Quebec Farm* is a work of multiple rarities. It is a major work without a documented exhibition history. It was not loaned to the landmark Krieghoff touring retrospective exhibitions of 1934 and 1999–2001. Notwithstanding its absence from the major exhibitions, *Quebec Farm* has been published and reproduced in some of the most thoroughly documented monographs on the artist. Well known and seldom seen, *Quebec Farm* was preserved by two different owners for nearly a century. An archival photo of the Norton residence taken in 1942 shows it in a Louis XIV dealer's frame, almost certainly made and put on by art dealer William R. Watson in the early 1930s. Winkworth likely reframed the painting in its current nineteenth-century English neoclassical frame to present it in the aesthetic of Krieghoff's principal clientele, a setting more contemporary with the painting, and with less visual clutter to interfere with it. The changes to the frame and its layers of meaning are a window into Canada's nineteenth century, and Krieghoff's complicated and nuanced identity. This exemplary painting, by the "father of the fine arts in Canada," is the most Canadian of artworks, with a most distinguished national and international provenance.

We thank Gregory Humeniuk, art historian, writer and curator, for contributing the above essay.

**ESTIMATE: \$300,000 – 400,000**



## 123 Cornelius David Kriehoff

1815 – 1872

### Indian Group in Winter Landscape

oil on canvas on board, signed and on verso titled  
*Indian Group in Winter Landscape (Huron Indians)*  
on the Dominion Gallery photo-certificate of authenticity  
and inscribed with the Dominion Gallery #H4296, circa 1847  
11 ¼ x 12 ¾ in, 28.6 x 32.7 cm

#### PROVENANCE

Watson Art Galleries, Montreal  
Collection of G.R. Locker  
Dominion Gallery, Montreal  
Acquired from the above by the present Private  
Collection, Montreal, 1972

#### LITERATURE

Marius Barbeau, *Cornelius Kriehoff: Pioneer Painter  
of North America*, 1934, pages 131 – 132

*INDIAN GROUP IN WINTER LANDSCAPE* is a treasure that has passed through the hands of distinguished gallerists such as Dr. Max Stern of Montreal's Dominion Gallery, and whose specific subject is referenced in the most renowned catalogue on the artist's work, by Marius Barbeau. When a painting by Cornelius Kriehoff has this kind of thoroughbred provenance, it captures the history of the period not only through the image, but also through the pedigree of its provenance.

Barbeau describes this particular scene from Kriehoff's early Longueuil period, depicting a Caughnawaga (Kahnawake) group going about daily life circa 1847. Notes on the painting by Barbeau are shorthand in style, using terms from his time, with the description as follows:

Indian with red toque and long hair looking to right; white blanket coat. Woman in blue blanket, a pack strapped from head and basket on her back. Both on snowshoes.

A man pulls at empty toboggan in left corner facing Indian woman with beaver hat and little girl beside her turned towards left. Large spruce trees on bluff to left covered with snow. Ravine where they stand right in centre; hill to right; grass in foreground centre. Sky overcast. Mount Royal in background.

Kriehoff depicts this finely detailed scene with confident brush-strokes; the paint work in the snowshoes in particular is exquisite, a fine latticework that is very carefully drawn. When viewed through an ethnographic lens, Kriehoff's paintings are valuable records of Indigenous dress and material culture in nineteenth-century Quebec.

This lot is accompanied by a photo-certificate of authenticity signed by Dr. Max Stern from the Dominion Gallery, dated December 15, 1972. The certificate is inscribed by Stern:

This painting is described in the book *Cornelius Kriehoff* by Marius Barbeau published by the Macmillan Company, Toronto in 1934, titled as *Indian Group in Winter Landscape*. The provenance shows that it was acquired by Mr. G.R. Locker from Watson Art Galleries in Montreal.

On the certificate the work is titled *Indian Group in Winter Landscape (Huron Indians)*, however, the circa date indicates that Kriehoff painted the work during his time living at Longueuil and Montreal, when he would have been in contact with the Mohawk and Iroquois peoples.

**ESTIMATE: \$15,000 – 25,000**



## 124 Cornelius David Kriehoff

1815 – 1872

### An Indian Hunter

oil on canvas, signed and on verso titled, dated 1865  
and certified by William Watson, Watson Art Galleries  
10 7/8 x 9 in, 27.6 x 22.9 cm

#### PROVENANCE

Collection of Captain William Dobie, Quebec  
By descent to a Private Collection, England  
Watson Art Galleries, Montreal  
Private Collection, Montreal

#### LITERATURE

Dennis Reid, *Kriehoff: Images of Canada*, Art Gallery of Ontario, 1999, a very similar 1858 canvas entitled *Indian Trapper on Snowshoes* reproduced page 175, and a very similar 1866 canvas entitled *The Indian Hunter* reproduced page 184, both in the Thomson Collection, Art Gallery of Ontario

*AN INDIAN HUNTER* is an exemplary painting by Cornelius Kriehoff and a truly favoured subject of both the artist and his devout patrons. The interaction between settler culture and the Indigenous people was a theme that Kriehoff explored frequently in his work.

Our painting is dated 1865 by the great Montreal art dealer William Watson. The compelling history of this work is outlined in the following interesting and rare inscription on verso by Watson:

This is one of a pair of excellent small pictures by Kriehoff from 1865. It was taken to Europe at about that time by Captain William Dobie, one of the officers of the Quebec garrison. It was recently purchased by our agents in London from a direct descendant of Captain Dobie. It depicts an Indian hunter on typical native snow-shoes. It will be for safety on passing through the woods. The painting had been kept under glass for over fifty years and is in exceptionally good condition. It is signed in full C. Kriehoff.

The garrison men of Montreal and the surrounding area were typically well-born, educated and wealthy. Their love of music and art and their wide-ranging sporting recreation were the leisure pursuits of the colonial establishment. For these men, who eventually returned to Britain and Europe, fine works of art like *An Indian Hunter* became souvenirs of their travels.

Kriehoff's paintings of this subject vary in their details, and here they are particularly fine. The male hunter here is shown full-length and in mid stride, in profile to the left, with a rifle slung over his shoulder, following some animal tracks in the snow. He is wearing a red tam with a plume of feathers and a pale skin jacket characteristic of the Indigenous people of Lorette and Caughnawaga who hunted in the Laurentians. His romanticized landscape environment, with its low hills, scrub evergreens, and a colourful and expansive sky with cloud effects breaking into blue sky exemplifies Kriehoff's sublime mastery of atmosphere. Blue and mauve tints in the snow make the viewer feel the bite of cold in the winter scene.

Two similar and iconic paintings of the solitary Indigenous hunter reside in the Thomson Collection at the Art Gallery of Ontario.

**ESTIMATE: \$15,000 – 25,000**





## 125 Clarence Alphonse Gagnon

CAC RCA 1881 – 1942

### Two Nymphs on the Beach / White Painted Farmhouse (verso)

double-sided oil on panel, signed and on verso titled  
*On the Beach* on the gallery label and dated circa 1910  
6 ¼ x 9 ¼ in, 15.9 x 23.5 cm

#### PROVENANCE

Johnson Art Galleries, Montreal  
Mr. and Mrs. L.C. Tombs, Quebec  
Private Collection, Quebec  
Sold sale of *Fine Canadian Art*, Heffel Fine Art  
Auction House, November 19, 2008, lot 170  
Peter Ohler Sr., Vancouver  
A.K. Prakash & Associates Inc., Toronto  
Private Collection

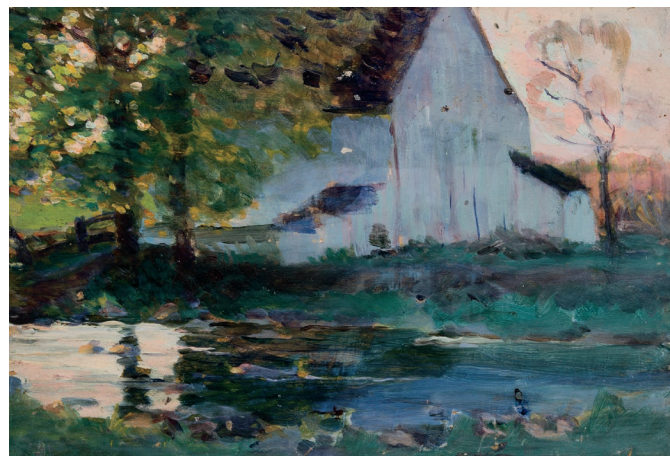
#### LITERATURE

Hughes de Jouvancourt, *Clarence Gagnon*, 1970, titled  
as *On the Beach*, reproduced page 36  
René Boissay, *Clarence Gagnon*, 1988, a photograph by Gagnon  
of Katherine putting on a kimono on the beach at Baie-Saint-  
Paul reproduced page 52  
Hélène Sicotte and Michèle Grandbois, *Clarence Gagnon*,  
1881 – 1942: *Dreaming the Landscape*, Musée national des  
beaux-arts du Québec, 2006, a 1904 oil on panel entitled  
*Katherine*, showing her near the sea in an orange-red kimono  
similar to the one in this work, reproduced page 63  
A.K. Prakash, *Impressionism in Canada: A Journey of Rediscovery*,  
2015, a 1904 oil on panel entitled *Katherine* reproduced  
page 572

*TWO NYMPHS ON THE BEACH* depicts Clarence Gagnon's young wife Katherine, daughter of Edward Irwin, a prosperous Montreal fashion goods merchant, and designer Catherine McEntyre. At the turn of the twentieth century, the Irwin family regularly left their Westmount home to enjoy France. Following Mr. Irwin's passing in 1902, the family spent three years traveling through Europe; the journey led to the grandiose wedding of Katherine and Clarence on December 2, 1907, at Saint-Philippe-du-Roule church in Paris.

The couple had met in Montreal through Katherine's sister, Ethel, who frequented the Art Association of Montreal School while Gagnon was studying there. From his arrival in Paris in 1904, Gagnon met Katherine again during their holidays in the north of France, on beaches and in picturesque villages in Brittany and Normandy. Their shared profound fondness for Japonisme quickly integrated into the couple's way of life, as evidenced by the studio apartment they moved into at 9 rue Falguière in Paris: the large, bright room was decorated with Eastern silks, fans, parasols, screens, porcelains, several Japanese prints and more—in short, the exotic decor of a comfortable and trendy bohemian life in Paris.

Several photographs bear witness to the couple's common passion, which can also be seen in Gagnon's works soon after his



verso

arrival in France in 1904. That summer, the painter-engraver depicted Katherine sitting on the seashore wearing a vermilion kimono (private collection). He painted her again in 1907 or 1908 in a larger format, as she lounged under the shadow of green foliage, clothed in a white kimono with blue and red motifs (private collection). In a lovely and intimate scene from the same period, she is again portrayed wearing the same garment as a dressing gown opened at the waist, while, mirror in hand, she combs her hair (private collection). The self-described “Japan-crazy” Canadian's fervour reached its epitome with *Fantaisie japonaise*, a large composition of geishas gathered under a blossoming cherry tree, created for the Salon de la Société des Artistes Français in Paris.

Returning home in 1908 and 1909, Gagnon broke away from the Land of the Rising Sun iconography, all the while continuing to cultivate Japanese stylistic elements, such as composition framing, clean design, bright colours and the use of flat, solid colour masses. The profound attachment he developed for the terroir of Charlevoix, as well as for the authenticity of its inhabitants, now superseded all other sources of inspiration. Only two small beach scenes captured at Baie-Saint-Paul in 1908 or 1909 revisit the exotic kimono. During this period, Gagnon took a picture of a half-nude Katherine slipping into a loose-fitting bathrobe, as suggested by the standing figure in *Two Nymphs on the Beach*. In the study, the point of view is different from that of the photo, providing no geographical suggestion other than the shoreline's silhouette on the horizon. Very freely executed on the front of a Charlevoix landscape scene, this nude study is, above all, an excuse to celebrate the vibrant colours present on this bright, breezy day at the beach.

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

**ESTIMATE: \$75,000 – 100,000**

## 126 Clarence Alphonse Gagnon

CAC RCA 1881 – 1942

### On the Beach of Baie St. Paul

oil on board, on verso titled and dated 1909  
on the gallery labels and certified by the Lucile  
Rodier Gagnon Inventory #633  
6 ¼ x 9 ¼ in, 15.9 x 23.5 cm

#### PROVENANCE

Estate of the Artist  
Galerie Walter Klinkhoff Inc., Montreal  
Waddington Galleries, Montreal  
A.K. Prakash & Associates Inc., Toronto  
Private Collection, Calgary  
Private Collection

#### LITERATURE

A.K. Prakash, *Canadian Art: Selected Masters from Private Collections*, 2003, reproduced page 122  
Hélène Sicotte and Michèle Grandbois, *Clarence Gagnon, 1881 – 1942: Dreaming the Landscape*, Musée national des beaux-arts du Québec, 2006, reproduced page 99, titled as *Beach Scene, Baie-Saint-Paul*, and listed page 345  
A.K. Prakash, *Impressionism in Canada: A Journey of Rediscovery*, 2015, reproduced page 574

#### 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 the McMichael  
Canadian Art Collection, Kleinburg, catalogue #39

HAD CLARENCE GAGNON wanted to continue painting the leisure activities of posh seaside resorts, a subject characteristic of his Impressionist period in France from 1907 to 1908, he surely would have found such attractive, inspiring sites on this side of the Atlantic. The US coastline was then teeming with beaches—Newport, Cape May, Old Orchard, etc.—frequented from the end of the eighteenth century onwards by wealthy American and Canadian families. In the nineteenth century, new rail-accessible destinations lured some of these visitors farther north, to the shores of the St. Lawrence River—to Kamouraska, La Malbaie and Tadoussac—and to lakeshores where large and luxurious hotels welcomed a privileged clientele.

However, having returned to settle in Canada between July 1908 and December 1909 after four years in France, for Gagnon this seaside theme became a thing of the past. Henceforth the

painter drew his inspiration from the rustic landscapes of the village of Baie-Saint-Paul, tucked away in a valley on the shores of the majestic St. Lawrence River. It was there that the painter spent the summers of 1908 and 1909 with his wife Katherine Irwin. At that time, Baie-Saint-Paul's long shoreline had barely seen touristic development, particularly due to a sawmill that operated nearby from 1903 to the late 1920s. Thus, the beach had retained its wild and natural state, as shown by the delightful *pochade* titled *On the Beach of Baie St. Paul*, so different from the animated scenes of holidaymakers, beach huts and striped parasols on Brittany's seashores that had been typical of Gagnon.

The intimacy felt in this *pochade* is comparable to that in *Two Nymphs on the Beach* (lot 125 in this sale), despite the fact that these two figures are clothed. The artist has opted here for a wider scope that encompasses the river up to Cap-aux-Corbeaux and the Isle-aux-Coudres. The figures' respective positions draw the eye from left to right, like a fan spreading out across the grandiose landscape. In the late-afternoon light, the sea breeze is palpable: it stirs up a few waves in the direction of the two women, tousles their hair and ruffles the silky material of their exotic garments.

In the foreground, there are signs of the clothing trends the Irwin-Gagnons favoured in Paris. The influence of Japonisme is sensed not only through the presence of Japanese kimono fabrics, but also in the artist's pictorial creativity, in his use of delicate splashes and several hints of colour on the sand. The landscape dominates the rest of the scene, in a smooth broad spectrum of blue. In this small painting, the artist harmonizes objects of a sophisticated culture with untamed nature. There are few other examples of such an amalgam in the works of the "image smith" Gagnon. Ten years later, another *pochade* would depict the artist's second wife, Lucile Rodier, sitting and reading on the beach of Baie-Saint-Paul (private collection).

Gagnon would keep *On the Beach of Baie St. Paul* in his studio, among several hundred *pochades* depicting his visits to Baie-Saint-Paul between 1908 and 1925, which he subsequently brought back to Paris. Once inventoried by Lucile Rodier Gagnon in 1946, this charming scene was exhibited to a large audience six decades later, as part of the retrospective *Clarence Gagnon, 1881 – 1942: Dreaming the Landscape*, prepared by the Musée national des beaux-arts du Québec and the National Gallery of Canada in 2006.

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

**ESTIMATE: \$75,000 – 100,000**





## 127 Clarence Alphonse Gagnon

CAC RCA 1881 – 1942

### La maison bleue Les Éboulements

oil on panel, on verso titled, dated 1922, certified by the Lucile Rodier Gagnon Inventory #241 and stamped with a thumbprint  
4 ½ x 7 ⅞ in, 11.4 x 18.1 cm

#### PROVENANCE

Masters Gallery Ltd., Calgary  
Private Collection, Calgary

*LA MAISON BLEUE LES ÉBOULEMENTS* was painted during Clarence Gagnon's fourth return to Quebec from Paris, from 1919 to 1924. During this time he lived in Baie-Saint-Paul, and he developed deep ties with the inhabitants of the village. He resumed his outdoor painting excursions, traveling on skies with

his Swiss shoulder bag holding his paintbox, sketchbook and folding stool, executing fresh, on-the-spot oil sketches such as this *pochade*. After the war, the quality of commercially produced artist colours had declined, and Gagnon began to import his pigments from the firm Morin et Tanet, in Paris; he ground and mixed his own colours, producing a palette of vivacity and purity. The result of this devotion to materials can be seen in the gorgeous blues of the house and the smoke plume curling from the chimney, the bright red and green doors, and the mauve tones in the trees. Gagnon used a white base for his works, which brightened them even on an overcast day like this one, and the snow glows with light. His brushwork is absolutely fluid; the branches of the screen of trees seem to writhe, enlivening the scene with movement.

**ESTIMATE: \$15,000 – 25,000**



## 128 Clarence Alphonse Gagnon

CAC RCA 1881 – 1942

### Rue du village de la Baie St. Paul

oil on panel, on verso titled, dated 1920, inscribed *GHC*, certified by the Lucile Rodier Gagnon Inventory #269 and stamped with a thumbprint  
4  $\frac{5}{8}$  × 7  $\frac{1}{8}$  in, 11.7 × 18.1 cm

#### PROVENANCE

Private Collection, Calgary  
Masters Gallery Ltd., Calgary  
Private Collection, Calgary

CLARENCE GAGNON'S RELATIONSHIP with Baie-Saint-Paul began during a summer trip in 1902. Between his frequent sojourns in France, he lived and painted in Baie-Saint-Paul, and when he returned permanently to the village in 1936, it remained

his home until the end of his life. Baie-Saint-Paul had long been a favourite painting place for artists like A.Y. Jackson, Dr. Frederick Banting, Edwin Holgate and A.H. Robinson. By 1919, a railway line had been built connecting nearby villages, and Gagnon was concerned about the modernizing influences from the outside. He was interested in depicting the quiet, traditional and picturesque nature of the town, as he does in this lovely painting. The row of houses exhibits typical Québécois architectural elements, such as the dormer windows and the liberal use of colour, which makes each house front unique. Gagnon shows his ability with delicate pastels in the snow, which has marvellous tints of yellow, blue, pale green, grey and ochre, while a mauve sky shows the unusual light of winter. It is a charming scene that captures Gagnon's warm affection for Baie-Saint-Paul.

**ESTIMATE: \$15,000 – 25,000**



## 129 James Wilson Morrice

CAC RCA 1865 – 1924

### The Mussel Gatherer, Dieppe (The Surf, Dieppe)

oil on panel, initialed and on verso titled *The Surf, Dieppe* and dated circa 1904 on the gallery labels and stamped with the J.W. Morrice Studio stamp  
4 7/8 × 6 in, 12.4 × 15.2 cm

#### PROVENANCE

Galerie Walter Klinkhoff Inc., Montreal  
Masters Gallery Ltd., Calgary  
Private Collection, Calgary

LOCATED MIDWAY BETWEEN Paris and London (via Newhaven), and the beach resort closest to Paris, Dieppe attracted tourists and artists from both cities at the turn of the twentieth century. James Wilson Morrice visited it many times, sometimes for only a fortnight on his way to or from England, but often for longer stays. In June 1906, he spent a week in “a quiet place near Dieppe,”<sup>1</sup>

close enough to allow him some strolling time in the bigger town. This beautiful little seascape, dated by its technique and a sketchbook drawing showing this railing (detached from the sketchbook, collection of Museum London), is a rare depiction of a working woman from the hand of the artist. She walks along Dieppe’s new (1901) Boulevard Maritime overlooking the pebble beach, but she is not a tourist. Her costume—a scarf hides her pointed white cap—is typical of Le Pollet, the fishermen’s quarter across the *chenal* (harbour entrance); she might be heading home, but more probably towards the fish market, where mussel sellers gathered daily.

We thank Lucie Dorais for contributing the above essay. This work will be included in Dorais’s forthcoming catalogue raisonné of the artist’s work.

1. Morrice to his friend Robert Henri, June 23, 1906, Beinecke Rare Book & Manuscript Library, Yale University.

**ESTIMATE: \$40,000 – 60,000**

## 130 James Wilson Morrice

CAC RCA 1865 – 1924

### Landscape

oil on canvas on cardboard, signed and dated indistinctly and on verso dated 1893, inscribed variously and with the Dominion Gallery inventory #D5058 and stamped Dominion Gallery, 1438 Sherbrooke St. W.  
11 7/8 x 8 7/8 in, 30.2 x 22.5 cm

### PROVENANCE

Dominion Gallery, Montreal  
Warwick Gallery, Vancouver  
Masters Gallery Ltd., Calgary  
Private Collection, Calgary

### EXHIBITED

Glenbow Museum, Calgary, *Canadian Artists in Paris and the French Influence*,  
October 16, 1999 – January 3, 2000

IN JANUARY 1890, freshly arrived in Paris, James Wilson Morrice registered at the Académie Julian; he lasted two months. The information form he filled out for the National Gallery of Canada adds that he also studied with Henri-Joseph Harpignies, but we do not know when, or for how long. Harpignies is known for his quiet landscapes of rivers and meadows, where humans (and their constructions) rarely interfere. Morrice followed this composition pattern for a while, especially in works done in North Wales in 1892.

A few months later, this study of a strong tree (an oak?) shows that the young artist was progressing at a fast pace. The touch is still broad, but totally controlled; the palette is widened, with delicate accents of red now complementing the green, and, showing supreme refinement, the signature is in the same dark green as the tree. The young Canadian artist is ready to leave his old master behind, but for many years he will never forget to add a little touch of red, a trick that Harpignies had learned by studying the works of Camille Corot.

We thank Lucie Dorais for contributing the above essay. This work will be included in Dorais's forthcoming catalogue raisonné of the artist's work.

**ESTIMATE: \$20,000 – 30,000**





### 131 Alfred Joseph (A.J.) Casson

CGP CSPWC G7 OC POSA PRCA 1898 – 1992

#### Woodland Tangle

oil on board, signed and on verso signed and titled on the artist's and the gallery labels, circa 1959  
23 ¾ x 30 in, 60.3 x 76.2 cm

#### PROVENANCE

Roberts Gallery, Toronto  
Private Collection, Toronto  
Sold sale of *Important Canadian Art*, Sotheby's  
Canada, November 7, 1989, lot 120  
An Important Corporate Collection, Canada

#### EXHIBITED

Art Gallery of Hamilton, *Twelfth Annual Exhibition*, 1961

THIS PAINTING IS from the outset of a key period in A.J. Casson's artistic career. Casson joined the Group of Seven in the mid-1920s,

having painted with them for most of that decade. A young man, some 25 years junior to J.E.H. MacDonald, he honed his mature style in the company of some of the era's most celebrated artists. Though he was careful to maintain his own identity amid these formidable influences, his work from this period, though clearly his own, is stylistically aligned with the Canadian Impressionists in Ontario. The late 1950s marked a change in his life—Casson retired from the commercial art firm Sampson Matthews Limited, and then, for the first time, he was able to focus solely on his painting. From that freedom flowed some of the fullest expressions of Casson's artistic voice. As expressed here, the exceptional finesse of the green palette, tight rhythms and stylized forms are quintessentially his own, and the overall composition is strikingly reminiscent of another masterpiece of the decade, *Blue Heron*, from 1957. *Woodland Tangle* is a masterful example from the dawn of a peak period in Casson's renowned career.

**ESTIMATE: \$60,000 – 80,000**





## 132 Alfred Joseph (A.J.) Casson

CGP CSPWC G7 OC POSA PRCA 1898 – 1992

### October—Madawaska Country

oil on board, signed and on verso signed  
and titled on the artist's label, circa 1961  
24 × 36 in, 61 × 91.4 cm

#### PROVENANCE

Roberts Gallery, Toronto  
The Art Emporium, Vancouver, 1976  
Private Collection, Vancouver

THE GROUP OF SEVEN were already well established when they invited A.J. Casson to join them in 1926. They had been aware of the younger artist for a time, having met him at the Arts and Letters Club in Toronto, and approved of his approach to landscape painting. They invited him to participate in their 1926 exhibition, and soon Franklin Carmichael, who was often Casson's companion on sketching trips, asked him to join the Group. In the same year, he was elected an associate of the Royal Canadian Academy

and co-founded the Canadian Society of Painters in Water Colour, with Carmichael and F.H. Brigden. His many accomplishments firmly established his place in the history of Canadian art.

Casson's unique contribution was his great appreciation for Ontario, from the towns and rural landscapes of the south to more wild, northern landscapes such as the one depicted here in Madawaska, an area south of Algonquin Park. Casson explored the Madawaska River and Valley, camping and sketching there in 1946 and 1947. Oil sketches done on these trips would form the basis for canvases such as this large, impressive oil. Casson's fine eye for design elements is fully manifest here, as he depicts a sky with towering cloud forms as sculpted and layered as the land mass below it. A repetition of similar shapes in both land and sky sets up a pleasing rhythm, while autumn colours flashing through hills and foreground further animate the scene. The fall time period, atmospheric effects and the sense of grandeur in the wilderness make this a classic Group subject by Casson.

**ESTIMATE: \$60,000 – 80,000**



### 133 Franklin Carmichael

CSPWC G7 OSA RCA 1890 – 1945

#### La Cloche Hills

oil on board, signed and on verso titled  
on the gallery label  
10 x 12 in, 25.4 x 30.5 cm

#### PROVENANCE

Laing Galleries, Toronto, 1963  
Acquired from the above by Wilson and Beverley Southam  
By descent to the present Private Collection, Ontario

OIL PAINTINGS BY Franklin Carmichael, a member of the original Group of Seven, are particularly rare. Financial pressures meant that Carmichael continued working as a commercial artist and teacher throughout his life, leaving little time for his true passion, sketching the beauty of the northern Canadian landscape.

His short life (he died at 55, while still at the height of his artistic powers) contributed to the scarcity of his works.

The La Cloche Mountains are located in northern Ontario, above Lake Huron. The name Cloche (French for “bell”), according to legend, derives from the sound that could be heard for miles when the rocks were struck by First Nations peoples for signaling purposes. Carmichael first visited the area in 1924; he was so taken by the dramatic mountainous landscape and changing light that in 1935 he built a cabin on Cranberry Lake, in order to spend more time in his favourite location.

In this charming work, the eye is drawn across the lake and up the hill, past the scattered green pines clinging to the undulating rocky forms with their pink quartzite hues, then up to the white clouds picked out so lyrically against the patches of blue sky.

**ESTIMATE: \$50,000 – 70,000**



### 134 Lawren Stewart Harris

ALC BCSFA CGP FCA G7 OSA TPG 1885 – 1970

#### Lake Superior Sketch xcvi

oil on board, on verso signed, titled and inscribed with the Doris Mills Inventory #4/97 and with the artist's symbol, circa 1921  
10 ½ x 13 ¼ in, 26.7 x 33.7 cm

#### PROVENANCE

The Art Emporium, Vancouver, 1973  
By descent to a Private Collection, British Columbia  
Sold sale of *Fine Canadian Art*, Heffel Fine Art  
Auction House, November 25, 2004, lot 70  
Private Collection, Vancouver

#### LITERATURE

Doris Mills, *L.S. Harris Inventory*, 1936, Lake Superior Sketches, Group 4, listed, catalogue #97, location noted as Studio Building

FROM 1921 TO 1927, Lawren Harris was drawn to Lake Superior every year, and it was one of his important painting places. In 1921, after the Group of Seven's fall trip to Algoma, Harris and A.Y. Jackson carried on to the north shore of Lake Superior aboard a CPR freight train. They disembarked near Schreiber, walking to their final destination at Rosport, the subject of this fine painting. Harris's view of this lakeshore settlement features a stunning outlook to the hills across the lake, their dusky blue daubed with strokes of orange and gold fall colours. His brushwork is fluid and assured, giving the impression of the glow in the hills without any need for detail. Strong and simple in its depiction of form, this splendid oil sketch also expresses a fine sense of atmosphere in the clear, even light of the overcast day. The austere grandeur of Lake Superior would ultimately inspire Harris to depict its expanses in works stripped of extraneous detail and bathed in a spiritual light, and his time there was highly significant to his evolution.

ESTIMATE: \$60,000 – 80,000



## 135 Arthur Lismer

AAM CGP CSGA CSPWC G7 OSA RCA 1885 – 1969

### Gaspé Rocks

oil on board, signed and dated 1958 and on verso titled and dated on the gallery label and inscribed 05217  
12 x 16 in, 30.5 x 40.6 cm

#### PROVENANCE

Roberts Gallery, Toronto  
Acquired from the above by the present Private  
Collection, Montreal

A TEACHING APPOINTMENT at the Montreal Art Association brought Arthur Lismer to that city in 1941, and in 1948, he was appointed assistant professor in the Department of Fine Art at McGill University. He then explored sketching locations such as

the Gaspé Peninsula in the Gaspésie-Îles-de-la-Madeleine region of eastern Quebec, on the Gulf of St. Lawrence. Lismer had already shown his appreciation for rock formations while painting in locations such as Georgian Bay, with its Canadian Shield granite. Here he depicts strong visceral rock shapes—piled boulders that seem to pour down into molded shelves below. An aperture in the rock reveals an influx of surging water; it compels the eye with its rich blue and is the focal spot of the painting. Lismer's brushwork is powerful, and he loads his brush with a surprising range of colours—purples and blues to gold and orange. *Gaspé Rocks* was just the kind of landscape that fascinated this Group of Seven painter, who looked for powerful subjects in nature such as windswept shores, big skies, trees shaped by storms and this dramatic geological sculpture.

**ESTIMATE: \$20,000 – 30,000**



## 136 Frederick Horsman Varley

ARCA G7 OSA 1881 – 1969

### The Grey Day

oil on board, signed and with the artist's thumbprint and on verso titled, inscribed *Bought by Frieda Schneller 1948 at the Doon School of Fine Arts* and stamped with the Varley Inventory #56  
11 ¾ x 15 in, 29.8 x 38.1 cm

#### PROVENANCE

Acquired by Frieda Schneller at the Doon School of Fine Arts, Ontario  
Private Collection, Montreal

#### LITERATURE

Peter Varley, *Frederick H. Varley*, 1983, page 186

FREDERICK VARLEY LIVED in Doon from June 1948 until late in 1949, teaching in the summer at the Doon School of Fine Arts,

in artist Homer Watson's historic former house near Kitchener, Ontario. Students boarded in cabins at the school and received instruction in small classes from well-known artists. After the previous years in Toronto, Varley found the rolling country around Doon to be liberating, and Peter Varley wrote that "here, after so many years locked in cities, his happiness and zest for life returned." He wandered the countryside with his students, teaching *en plein air*. Varley painted during the rest of the year, staying at an inn near the school, producing drawings, watercolours and oil sketches. *The Grey Day* is a fine tonal study of bare trees against a stormy sky, whose layers of clouds break into glimpses of blue and set up a rollicking motion over the hills. Varley's vigorous brushwork defines the elements of the scene with a gestural gusto.

This work is #56 in the Varley Inventory listing, titled as *Trees—Doon*.

**ESTIMATE: \$20,000 – 30,000**



### 137 Alexander Young (A.Y.) Jackson

ALC CGP G7 OSA RCA RSA 1882 – 1974

#### Maples in Spring

oil on canvas, signed and on verso signed,  
titled, dated 1967 and inscribed SK 1965  
25 1/8 x 33 1/8 in, 63.8 x 84.1 cm

#### PROVENANCE

An Important Corporate Collection, Canada

#### LITERATURE

Naomi Jackson Groves, *A.Y.'s Canada*, 1968, page 60

The same climatic conditions that AY likes for his early spring sketching—cold nights that stiffen up the last of winter's snow in interesting shapes and warm days with brilliant sunshine—are of course the perfect weather for Maple Sugar Time in eastern Canada.

—NAOMI JACKSON GROVES

IN THIS IMPRESSIVE canvas, A.Y. Jackson showed the tradition of collecting maple sap with pails attached to the trees. Jackson was familiar with this process; in the 1940s, he spent several spring seasons in Quebec's Saint-Aubert district near his brother Harry's farm, where he depicted the shanties used for processing maple sap. From 1955, Jackson lived in Manotick, and this studio canvas was based on a 1966 oil sketch executed on the spot during his late winter–early spring sketching season in the Ottawa–Gatineau area. *Maples in Spring* exhibits Jackson's early Impressionist influences from France, in the play of pastels in the blue-shadowed snow and rippling mauve, yellow, blue and green sky. This is a striking composition with the bare tree branches forming an upward whorl-like movement—the entire painting seems aware, alive and in movement.

ESTIMATE: \$40,000 – 60,000



### 138 Alexander Young (A.Y.) Jackson

ALC CGP G7 OSA RCA RSA 1882 – 1974

#### Shoreline, Georgian Bay

oil on canvas, signed and on verso initialed, titled on the gallery label, dated circa 1948 on the gallery label and inscribed #1221  
20 x 25 in, 50.8 x 63.5 cm

#### PROVENANCE

Private Collection  
Mayberry Fine Art, Toronto  
Private Collection, Toronto

GEORGIAN BAY WAS a favourite painting place for decades for A.Y. Jackson. His visits began in 1910, and in 1913 he had a fateful meeting there with Group of Seven patron Dr. James MacCallum; the doctor invited Jackson to stay at his cottage at Go Home Bay,

and offered him a year's financial support if he took space in the Studio Building in Toronto. Many painting trips to Georgian Bay followed over the decades up until 1966, as Jackson sought to capture its unique topography and changing views.

This spirited depiction of a Georgian Bay shoreline is replete with colour. Among the warm tones of the beach are streaks of pink, green and blue. Bright dabs of golden and red leaves on the trees and bushes, along with green grasses, strike sparks of brightness. Georgian Bay often experiences gusty winds, thus the vigorous waves on the shore and whitecaps on the green and cobalt water depicted by Jackson. On a rocky outcrop, the lone pine, important in Group of Seven iconography, shows the effects of the winds that scour the area. In the distance, a passing boat adds a fine touch to the scene.

**ESTIMATE: \$50,000 – 70,000**



### 139 Robert Wakeham Pilot

CGP OSA PRCA 1898 – 1967

#### Twilight, Place d'Armes, Quebec

oil on canvas, signed and on verso signed,  
titled and dated 1967

19 × 24 in, 48.3 × 61 cm

#### PROVENANCE

Sold sale of *Canadian Art*, Joyner Fine Art, May 13, 1994, lot 35  
Private Collection, Ontario

Sold sale of *Fine Canadian Art*, Heffel Fine Art Auction

House, May 27, 2017, lot 139  
Private Collection, Vancouver

#### LITERATURE

A.K. Prakash, *Impressionism in Canada: A Journey of Rediscovery*,  
2015, page 632

THIS IS A classic, sought-after subject by Canadian Impres-  
sionist Robert Pilot—an urban winter scene at the twilight hour,

with traditional Quebec architecture and a historic horse-drawn cabstand. Along with his fellow Canadian Impressionist artists, such as his stepfather Maurice Cullen and his teacher William Brymner, Pilot brought into Canadian painting the French art movement, with its practice of painting *en plein air* and its emphasis on atmosphere, colour and light. In later life, as he may have here, Pilot reworked some of the sketches from his early years—as he explained, “Letting myself go in an effort to capture the essential poetry of the scene I had worked on in my youth.” In *Twilight, Place d'Armes, Quebec*, Pilot’s palette of soft blues and greys recreates the ambient light at the end of day, accentuated by the glowing street lights. The cabstand with its accents of orange and brown draws the eye to the background, as does the path running alongside with its mottled impressions of sled runners and footprints. Pilot’s sensitive rendering of form with dappled brush-strokes and the icy luminescence of his blues are particularly exquisite.

ESTIMATE: \$40,000 – 60,000





## 140 Maurice Galbraith Cullen

AAM RCA 1866 – 1934

### First Snow, Cache River

oil on canvas, signed and on verso titled *The Cache River, November* and dated 1924 on the gallery label and certified by the Cullen Inventory #1585  
18 ¼ x 24 ½ in, 46.3 x 61.3 cm

#### PROVENANCE

Private Collection, Montreal  
Sold sale of *Fine Canadian Art*, Heffel Fine Art  
Auction House, November 24, 2011, lot 193  
Galerie Eric Klinkhoff, Montreal  
Private Collection, Vancouver

#### EXHIBITED

Watson Art Gallery, Montreal, January 1925, titled as  
*The Cache River, November*, catalogue #38

MAURICE CULLEN IS one of Canada's finest Impressionist painters. His profound connection with Quebec's Laurentian Mountains led him to build a studio cabin on the shore of Lac Tremblant in the early 1920s. Laurentian rivers in winter, and particularly the Cache, were among Cullen's important and enduring themes. His mastery of colour and atmosphere is in full flower in this beautiful painting. Winter sun bathes the scene with warm light, contrasted with dark reflections in the river. Although cloaked in snow, the scene is brightened with vivacious warm hues—parting clouds are tinted with pink and yellow, while pink, red and coral glow in the low bushes on the far bank. Cool highlights of emerald and bright blue glimmer in the trees, and the river's icy edges are exquisitely rendered with soft teal. *First Snow, Cache River* is a winter feast of colour, one of Cullen's outstanding portrayals of the majesty of winter in the Laurentians.

This work is a larger version of a 1925 oil entitled *The Cache River, November*, lot 168, sold in Heffel's spring 2011 sale of *Fine Canadian Art*.

ESTIMATE: \$20,000 – 30,000



## 141 Robert Wakeham Pilot

CGP OSA PRCA 1898 – 1967

### Winter, View at Lévis, P.Q.

oil on panel, on verso signed, titled, dated 1920  
and inscribed *Houses below Cape Diamond, Quebec*  
on the Galerie Walter Klinkhoff label  
4 ¼ x 7 ½ in, 10.8 x 19.1 cm

#### PROVENANCE

Galerie Walter Klinkhoff Inc., Montreal  
Masters Gallery Ltd., Calgary  
Private Collection, Calgary

#### LITERATURE

A.Y. Jackson, *A Painter's Country: The Autobiography of A.Y. Jackson*, 1958, pages 15 and 16  
Sylvia Antoniou, *Maurice Cullen, 1866 - 1934*, Agnes Etherington Art Centre, 1982, the 1909 canvas *Cape Diamond*, collection of the Art Gallery of Hamilton, reproduced page 70

ROBERT PILOT WAS known as Canada's last Impressionist painter, renowned for his atmospheric paintings of Quebec. His stepfather was Impressionist Maurice Cullen, whom A.Y. Jackson called a hero for his espousal of modern French styles and *plein air* painting. Jackson stated, "His paintings of Quebec City, from Lévis and along the river, are among the most distinguished works produced in Canada." Pilot accompanied Cullen on sketching trips, and his influence can be seen in this exquisite *pochade*, which is a similar view to the one seen in Cullen's canvas *Cape Diamond*, from 1909. Executed on the spot, this exceptional composition, seen from a vantage point on the side of the hill at Cape Diamond, shows the town of Lévis and the view across the St. Lawrence River to the opposite shore. Pilot's brushwork is fluid and sure, laying down the essential elements of the scene. The colouration of this work, with its brightly painted houses and many delicate hues in the snow and ice, is gorgeous, and the atmosphere is fresh and bright. The town of Lévis was one of Pilot's favourite subjects, and among his views from the area, this is a gem.

**ESTIMATE: \$6,000 – 8,000**



## 142 Robert Wakeham Pilot

CGP OSA PRCA 1898 – 1967

### Quebec from Lévis

oil on panel, signed and dated 1928 and on verso titled, dated on the gallery labels, inscribed (*no. 16*) / 23056 and indistinctly and certified by William R. Watson on the Watson Art Galleries label 7 x 9 ½ in, 17.8 x 24.1 cm

#### PROVENANCE

Watson Art Galleries, Montreal  
 Sold sale of *Important Canadian Art*, Sotheby's Canada  
 in association with Ritchie's, May 31, 2004, lot 101  
 Mayberry Fine Art, Winnipeg  
 Sold sale of *Fine Art*, Levis Fine Art Auctions,  
 November 16, 2008, lot 108  
 Private Collection, Calgary

#### LITERATURE

Paul Duval, *Canadian Impressionism*, 1990, page 138

THE URBAN LIFE of Quebec was a preferred subject for Robert Pilot, as it had been for his fellow Canadian Impressionists Maurice Cullen, Marc-Aurèle Suzor-Coté and Clarence Gagnon. As art historian Paul Duval wrote, “His views of the province of Quebec, and in particular of Quebec City, are engaging examples of atmospheric painting. No one, not even his stepfather, the Impressionist Maurice Cullen, evoked the character of Quebec City with more affection or persuasion.”

This *pochade* sketch of Quebec City from Lévis, across the St. Lawrence River, is a classic view, containing the essential elements Pilot was known for—historical buildings and below, the steamer ferry with its plume of smoke rising from a smokestack, emphasized with a daub of ruby red. Pilot created atmosphere with colour, here in the milky green of the river and a glorious sky of layered clouds tinged with pink, giving way to sky, glowing with a greenish hue. He loved moody skies like this, lighting up just before dusk. In this small *pochade*, Pilot effortlessly conveyed a timeless world, a scene infused with a delicate nostalgia for historic Quebec.

**ESTIMATE: \$10,000 – 15,000**



## 143 Marc-Aurèle Fortin

ARCA 1888 – 1970

### La maison brune

oil on board, on verso titled on the gallery label, circa 1930  
20 x 26 7/8 in, 50.8 x 67.6 cm

#### PROVENANCE

Galerie Bernard Desroches, Montreal  
Private Collection, Quebec

#### LITERATURE

A.K. Prakash, “Marc-Aurèle Fortin (1888 – 1970): Le peintre poète,” *Magazin'art*, no. 4, Summer 2001, reproduced page 94  
Michèle Grandbois, editor, *Marc-Aurèle Fortin: The Experience of Colour*, Musée national des beaux-arts du Québec, 2011, page 208

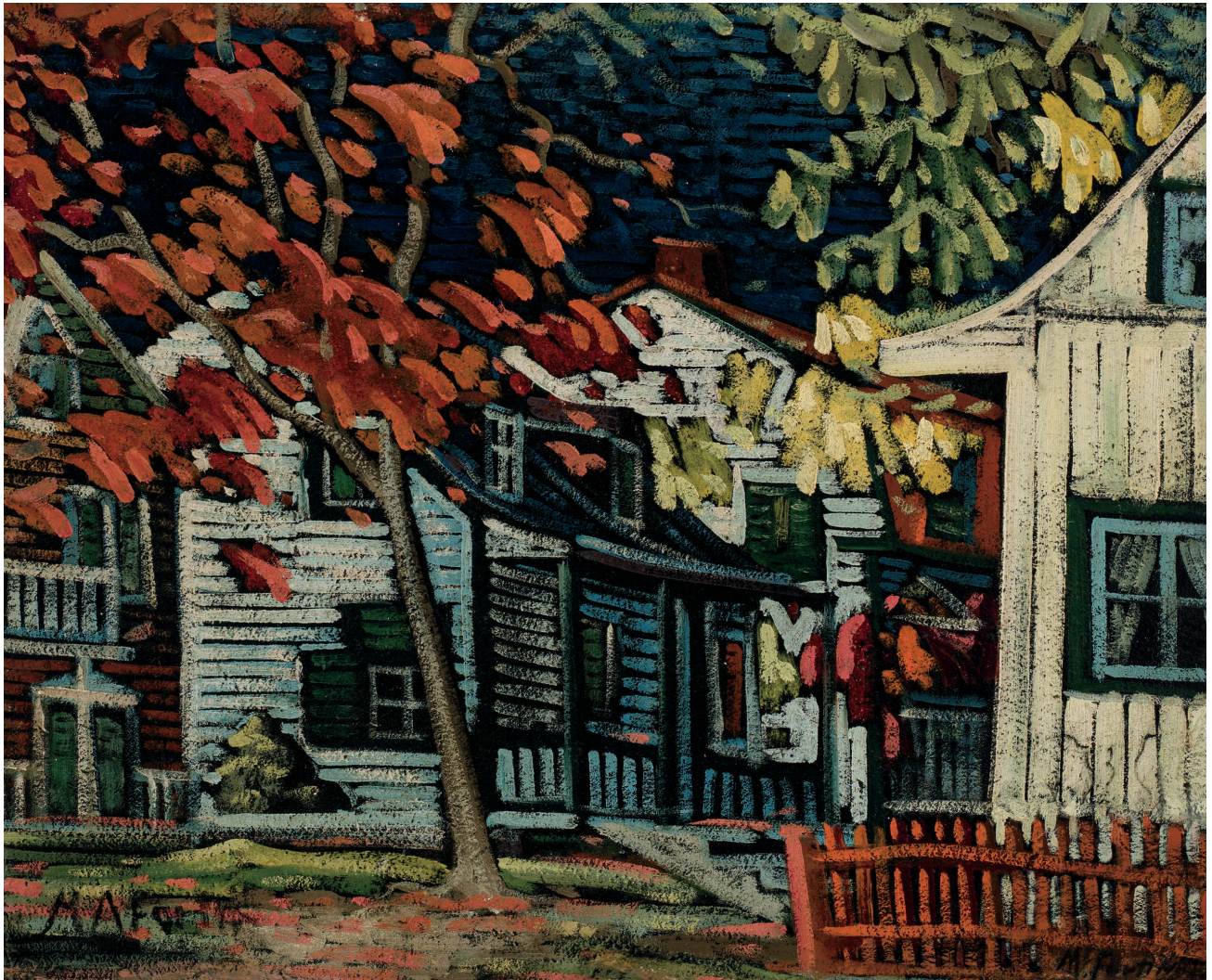
Some artists succeed in revealing some of man’s most profound thoughts through the simplest and most familiar visual data, by depicting everyday life in a particular geographic and sociological environment. In Canada,

Marc-Aurèle Fortin’s great talent lay in imbuing the urban and rural landscapes of Quebec with precious secrets, revealing a mind at once innocent and smiling, dreaming and fully human.

—J.R. OSTIGUY

AROUND 1930, MARC-AURÈLE FORTIN was living in Montreal, while also taking trips into the Quebec countryside, painting towns and rural farming communities. His great affection for this subject is felt in his depiction of quotidian details in *La maison brune*—the people working the soil, laundry hung on the line to dry and the heavily laden horse-drawn cart rolling up the rutted road. The house, with its dormer windows and double chimneys, is typical of rural Quebec architecture. In the background are Fortin’s beloved elms, under a glowing sky that catches the end-of-the-day sun in pink-tinged clouds. *La maison brune* is a warm work that consummately captures the peaceful relationship between the Québécois and the land.

**ESTIMATE: \$30,000 – 50,000**



## 144 Marc-Aurèle Fortin

ARCA 1888 – 1970

### Maisons

oil on board, signed twice, circa 1940  
21 ¾ x 25 ¾ in, 55.2 x 65.4 cm

#### PROVENANCE

Private Collection, Montreal

#### LITERATURE

Michèle Grandbois, editor, *Marc-Aurèle Fortin: The Experience of Colour*, Musée national des beaux-arts du Québec, 2011, page 132

*MAISONS* IS A fine example of what Marc-Aurèle Fortin called his “black manner” paintings, in which he laid bright paint strokes over a black ground. Fortin maintained that this style came to him in Europe, where he saw an Oriental carpet with a

black ground overlaid with colourful traditional motifs. However, Fortin scholar Michèle Grandbois also believed it was “the culmination of a long process that involved the influence of Alfred East and Fortin’s admiration for the craftsmanship of non-modernist artists.” Another precursor was his work with etching in intaglio and relief, when he experimented with the strong effects of contrasting black and white.

These houses, which could be located at Fortin’s birthplace Sainte-Rose or some other adjacent small Quebec town, have a forceful, moody atmosphere due to the black ground. The long horizontal and vertical slats of white and cream paint depicting the wood siding create structure and emanate light, as do the rich golds, oranges and reds of the trees and the fence. Fortin’s vibrant use of colour against the dark ground emanates vitality, and his simplification of form is proof of his modernity.

**ESTIMATE: \$30,000 – 50,000**

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**JARED TILLER**  
Manager of Online Auctions, Calgary, Consignment Specialist



**MOLLY TONKEN**  
Manager of Calgary Office, Consignment Specialist

## TERMS AND CONDITIONS OF BUSINESS

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

### A. DEFINED TERMS

1. **Auction House**  
The Auction House is Heffel Gallery Limited, or an affiliated entity;
2. **Consignor**  
The Consignor is the person or entity named in the Consignment Agreement as the source from which the Property or Lot has been received for auction;
3. **Seller's Commission**  
The Seller's Commission is the amount paid by the Consignor to the Auction House on the sale of a Lot, which is calculated on the Hammer Price, at the rates specified in writing by the Consignor and the Auction House on the Consignment Agreement Form, plus applicable Sales Tax and Expenses;
4. **Property**  
The Property is any Property delivered by the Consignor to the Auction House to be placed in the auction sale held by the Auction House on its premises, online or elsewhere and, specifically, that Property described by Lot number in the Auction House catalogue for the auction sale. The Auction House will have the authority to partition the Property into Lots (the "Lots" or "Lot");
5. **Reserve**  
The Reserve is a confidential minimum price for the sale of the Lot, agreed to between the Consignor and the Auction House. The Reserve will not exceed the low estimate;
6. **Knocked Down**  
Knocked Down means the conclusion of the sale of the Lot being auctioned by the Auctioneer;
7. **Expenses**  
Expenses shall include all costs incurred, directly or indirectly, in relation to the consignment and sale of the Lot;
8. **Hammer Price**  
The Hammer Price is the price at which the Auctioneer has Knocked Down the Lot to the Buyer;

9. **Buyer**  
The Buyer is the person, corporation or other entity or such entity's agent who bids successfully on the Lot at the auction sale;
  10. **Purchase Price**  
The Purchase Price is the Hammer Price and the Buyer's Premium, applicable Sales Tax and additional charges and Expenses, including expenses due from a defaulting Buyer;
  11. **Buyer's Premium**  
The Buyer's Premium is the amount paid by the Buyer to the Auction House on the purchase of a Lot, which is calculated on the Hammer Price as follows: a rate of twenty-five percent (25%) of the Hammer Price of the Lot up to and including \$25,000; plus twenty percent (20%) on the part of the Hammer Price over \$25,000 and up to and including \$5,000,000; plus fifteen percent (15%) on the part of the Hammer Price over \$5,000,000, plus applicable Sales Tax;
  12. **Sales Tax**  
Sales taxes means Federal and Provincial sales, excise and other taxes applicable to the sale of the Lot, applied using place of supply rules required by Canadian taxation authorities. QST will be levied on all purchases collected in Quebec or shipped to Quebec;
  13. **Registered Bidder**  
A Registered Bidder is a bidder who has fully completed the registration process, provided the required information to the Auction House and has been assigned a unique paddle number for the purpose of bidding on Lots in the auction;
  14. **Proceeds of Sale**  
The Proceeds of Sale are the net amount due to the Consignor from the Auction House, which shall be the Hammer Price less Seller's Commission at the Published Rates, Expenses, Sales Tax and any other amounts due to the Auction House or associated companies;
  15. **Live and Online Auctions**  
These *Terms and Conditions of Business* apply to all live and online auction sales conducted by the Auction House. For the purposes of online auctions, all references to the Auctioneer shall mean the Auction House and Knocked Down is a literal reference defining the close of the auction sale.
- ### B. THE BUYER
1. **The Auction House**  
The Auction House acts solely as agent for the Consignor, except as otherwise provided herein.
  2. **The Buyer**
    - a) The Buyer is the highest Registered Bidder acknowledged by the Auctioneer as the highest bidder at the time the Lot is Knocked Down;



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

### 3. Buyer's Price

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

### 4. Sales Tax Exemption

All or part of the Sales Tax may be exempt in certain circumstances if the Lot is delivered outside of the jurisdiction of sale of the Lot. It is the Buyer's obligation to demonstrate, to the satisfaction of the Auction House, that such delivery or removal results in an exemption from the relevant Sales Tax legislation. Shipments out of the jurisdiction of sale of the Lot(s) shall only be eligible for exemption from Sales Tax if shipped directly from the Auction House with shipping contracted by the Auction House. All claims for Sales Tax exemption must be made prior to or at the time of payment of the Purchase Price. Sales Tax will not be refunded once the Auction House has released the Lot. The Buyer agrees and shall fully indemnify the Auction House for any amount

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

### 5. Payment of the Purchase Price

- a) The Buyer shall:
  - (i) unless they have already done so, provide the Auction House with their name, address and banking or other suitable references as may be required by the Auction House; and
  - (ii) make payment by 4:30 p.m. on the seventh (7th) day following the auction by: a) Bank Wire direct to the Auction House's account, b) Certified Cheque or Bank Draft, c) a Personal or Corporate Cheque, d) Debit Card and Credit Card only by Visa, Mastercard or Union Pay or e) Interac e-Transfer. Bank Wire payments should be made to the Royal Bank of Canada as per the account transit details provided on the invoice. All Certified Cheques, Bank Drafts and Personal or Corporate Cheques must be verified and cleared by the Auction House's bank prior to all purchases being released. Credit Card payments are subject to our acceptance and approval and to a maximum of \$5,000 if the Buyer is providing their Credit Card details by fax or to a maximum of \$25,000 per Lot purchased if paying online or if the Credit Card is presented in person with valid identification. The Buyer is limited to two e-Transfers per Lot and up to a maximum of \$10,000 per e-Transfer as per the instructions provided on the invoice. In all circumstances, the Auction House prefers payment by Bank Wire.
- b) Title shall pass, and release and/or delivery of the Lot shall occur, only upon payment of the Purchase Price by the Buyer and receipt of cleared funds by the Auction House.

### 6. Descriptions of Lot

- a) All representations or statements made by the Auction House, or in the Consignment Agreement, or in the catalogue or other publication or report as to the authorship, origin, date, age, size, medium, attribution, genuineness, provenance, condition or estimated selling price of the Lot are statements of opinion only. The Buyer agrees that the Auction House shall not be liable for any errors or omissions in the catalogue or any supplementary material produced by the Auction House;
- b) All photographic representations and other illustrations presented in the catalogue are solely for guidance and are not to be relied upon in terms of tone or colour or necessarily to reveal any imperfections in the Lot;
- c) Many Lots are of an age or nature which precludes them from being in pristine condition. Some descriptions in the catalogue or given by way of condition report make reference to damage and/or restoration. Such information is given for guidance only and the absence of such a reference does not imply that a Lot is free from defects, nor does any reference to particular defects imply the absence of others;
- d) The prospective Buyer must satisfy themselves as to all matters referred to in a), b) and c) of this paragraph by inspection, other investigation or otherwise prior to the sale of the Lot. The Buyer acknowledges that the Buyer has not relied on the Auction House, its statements or descriptions in regard to determining whether or not to purchase a Lot. The Buyer understands it is incumbent upon the Buyer to inspect the Lot

and hire any necessary experts to make the determination as to the nature, authenticity, quality and condition of any Lot. If the prospective Buyer is unable to personally view any Lot, the Auction House may, upon request, e-mail or fax a condition report describing the Lot to the prospective Buyer. Although the Auction House takes great care in executing such condition reports in both written and verbal format, condition reports are only matters of opinion, are non-exhaustive, and the Buyer agrees that the Auction House shall not be held responsible for any errors or omissions contained within. The Buyer shall be responsible for ascertaining the condition of the Lot; and

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

#### **7. Purchased Lot**

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

#### **8. Risk**

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

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

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

- a) To issue judicial proceedings against the Buyer for damages for breach of contract together with the costs of such proceedings on a full indemnity basis;
- b) To rescind the sale of that or any other Lot(s) sold to the Buyer;

- c) To resell the Lot or cause it to be resold by public or private sale, or by way of live or online auction, with any deficiency to be claimed from the Buyer and any surplus, after Expenses, to be delivered to the Buyer;
- d) To store the Lot on the premises of the Auction House or third-party storage facilities with Expenses accruing to the account of the Buyer, and to release the Lot to the Buyer only after payment of the Purchase Price and Expenses to the Auction House;
- e) To charge interest on the Purchase Price at the rate of five percent (5%) per month above the Royal Bank of Canada base rate at the time of the auction sale and adjusted month to month thereafter;
- f) To retain that or any other Lot sold to or consigned by the Buyer at the same or any other auction and release the same only after payment of the aggregate outstanding Purchase Price;
- g) To apply any Proceeds of Sale of any Lot then due or at any time thereafter becoming due to the Buyer towards settlement of the Purchase Price, and the Auction House shall be entitled to a lien on any other property of the Buyer that is in the Auction House's possession for any purpose;
- h) To apply any payments made by the Buyer to the Auction House towards any sums owing from the Buyer to the Auction House without regard to any directions received from the Buyer or their agent, whether express or implied;
- i) In the absolute discretion of the Auction House, to refuse or revoke the Buyer's registration in any future auctions held by the Auction House; and
- j) All the above rights and remedies granted to the Auction House may be assigned to the Consignor at the Auction House's discretion. Further, the Auction House may disclose to the Consignor the Buyer's identity, contact information and other such information as the Consignor may need in order to maintain a claim against the Buyer for non-payment.

#### **10. No Warranty**

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

#### **11. Attendance by Buyer**

- a) Prospective Buyers are advised to inspect the Lot(s) before the sale, and to satisfy themselves as to the description, attribution and condition of each Lot. The Auction House will arrange suitable viewing conditions during the preview preceding the sale, or by private appointment;
- b) If prospective Buyers are unable to personally attend the live auction, telephone bid, or bid in the Digital Saleroom, the Auction House will execute bids on their behalf subject to completion of the proper *Absentee Bid Form*, duly signed and delivered to the Auction House twenty-four (24) hours before the start of the auction sale. The Auction House shall not

be responsible or liable in the making of any such bid by its employees or agents;

- c) In the event that the Auction House has received more than one Absentee Bid Form on a Lot for an identical amount and at auction those absentee bids are the highest bids for that Lot, the Lot shall be Knocked Down to the person whose Absentee Bid Form was received first; and
- d) At the discretion of the Auction House, the Auction House may execute bids in the live auction, if appropriately instructed by telephone or through Heffel's Digital Sale-room, on behalf of the prospective Buyer, and the prospective Buyer hereby agrees that neither the Auction House nor its employees nor agents shall be liable to either the Buyer or the Consignor for any neglect or default in making such a bid.

## 12. Export Permits

Without limitation, the Buyer acknowledges that certain property of Canadian cultural importance sold by the Auction House may be subject to the provisions of the *Cultural Property Export and Import Act (Canada)*, and that compliance with the provisions of the said act is the sole responsibility of the Buyer. Failure by the Buyer to obtain any necessary export license shall not affect the finality of the sale of the Lot or the obligations of the Buyer.

## C. THE CONSIGNOR

### 1. The Auction House

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

### 2. Warranties and Indemnities

- a) The Consignor warrants to the Auction House and to the Buyer that the Consignor has and shall be able to deliver unencumbered title to the Lot, free and clear of all claims. You, as the Consignor, are the owner of the Lot or a joint owner of the Lot acting with the express permission of all of the other co-owners, or, if you are not the owner of the Lot:
  - (i) You have the permission of the owners to sell the property under the terms of this Agreement and the Buyer's Agreement;
  - (ii) You will disclose to the owner(s) all material facts in relation to the sale of the Lot;

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

### 3. Reserves

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

### 4. Commission and Expenses

- a) The Consignor authorizes the Auction House to deduct the Seller's Commission and Expenses from the Hammer Price

and, notwithstanding that the Auction House is the Consignor's agent, acknowledges that the Auction House shall charge and retain the Buyer's Premium;

- b) The Consignor shall pay and authorizes the Auction House to deduct all Expenses incurred on behalf of the Consignor, together with any Sales Tax thereon including but not limited to:
  - (i) the costs of packing the Lot and transporting it to the Auction House, including any customs, export or import duties and charges;
  - (ii) if the Lot is unsold, the costs of packing it and returning it to the Consignor, including any customs, export or import duties and charges;
  - (iii) the costs of any restoration to the Lot that has been agreed by the Consignor in advance;
  - (iv) the costs of any framing and/or unframing, and any mounting, unmounting and/or remounting, if applicable for the Lot;
  - (v) the costs of any third-party expert opinions or certificates that the Auction House believes are appropriate for the Lot;
  - (vi) the costs of any physically non-invasive tests or analyses that the Auction House believes need to be carried out to decide the quality of the Lot, its artist or that it is authentic; and
  - (vii) the costs of photographing the Lots for use in the catalogue and/or promoting the sale of the Lot or auction.
- c) The Auction House retains all rights to photographic and printing material and the right of reproduction of such photographs.

#### 5. Insurance

- a) Lots are only covered by insurance under the Fine Arts Insurance Policy of the Auction House if the Consignor so authorizes;
- b) The rate of insurance premium payable by the Consignor is \$15 per \$1,000 (1.5%) of the greater value of the high estimate value of the Lot or the realized Hammer Price or for the alternative amount as specified in the Consignment Receipt;
- c) If the Consignor instructs the Auction House not to insure a Lot, THE AUCTION HOUSE SHALL HAVE NO LIABILITY OF ANY KIND FOR ANY LOSS, THEFT, DAMAGE, DIMINISHED VALUE TO THE LOT WHILE IN ITS CARE, CUSTODY OR CONTROL, and the Lot shall at all times remain at the risk of the Consignor, who hereby undertakes to:
  - (i) indemnify the Auction House against all claims made or proceedings brought against the Auction House in respect of loss or damage to the Lot of whatever nature, howsoever and wheresoever occurred, and in any circumstances even where negligence is alleged or proven;
  - (ii) reimburse the Auction House for all Expenses incurred by the Auction House. Any payment which the Auction House shall make in respect of such loss or damage or Expenses shall be binding upon the Consignor and shall be accepted by the Consignor as conclusive evidence that the Auction House was liable to make such payment; and
  - (iii) notify any insurer of the existence of the indemnity contained in these Terms and Conditions of Business.
- d) The Auction House does not accept responsibility for Lots damaged by changes in atmospheric conditions and the Auction House shall not be liable for such damage nor for any other damage to picture frames or to glass in picture frames; and

- e) The value for which a Lot is insured under the Fine Arts Insurance Policy of the Auction House in accordance with Condition C.5.b above shall be the total amount due to the Consignor in the event of a successful claim being made against the Auction House. The actual proceeds received from the Auction House's insurance shall be and shall represent the sole liability of the Auction House for any damages, loss, theft or diminished value of the Lot. Under no circumstances shall the Auction House be liable for any special, consequential, incidental or indirect damages of any kind or lost profits or potential lost profits.

#### 6. Payment of Proceeds of Sale

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

#### 7. Collection of the Purchase Price

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

#### 8. Charges for Withdrawn Lots

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

#### 9. Unsold Lots

- a) Unsold Lots must be collected at the Consignor's expense within the period of ninety (90) days after receipt by the Consignor of notice from the Auction House that the Lots

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

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

#### 10. Consignor's Sales Tax Status

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

#### 11. Photographs and Illustrations

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

- a) reproduce (by illustration, photograph, electronic reproduction, or any other form or medium whether presently known or hereinafter devised) any work within any Lot given to the Auction House for sale by the Consignor; and

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

#### D. GENERAL CONDITIONS

1. The Auction House as agent for the Consignor is not responsible for any act, omission or default by the Consignor or the Buyer.
2. The Auction House shall have the right at its absolute discretion to refuse admission to its premises or attendance at its auctions by any person.
3. The Auction House has the right at its absolute discretion to refuse any bid, to advance the bidding as it may decide, to withdraw or divide any Lot, to combine any two or more Lots and, in the case of dispute, to put up any Lot for auction again. At no time shall a Registered Bidder retract or withdraw their bid.
4. The Auctioneer may open the bidding on any Lot below the Reserve by placing a bid on behalf of the Auction House. The Auctioneer, on behalf of the Auction House, may continue to bid up to the amount of the Reserve, either by placing consecutive bids or by placing bids in response to other bidders.
5. For advertising and promotional purposes, the Consignor acknowledges and agrees that the Auction House shall, in relation to any sale of the Lot, make reference to the aggregate Purchase Price of the Lot, inclusive of the Buyer's Premium, notwithstanding that the Seller's Commission is calculated on the Hammer Price.
6. Any indemnity hereunder shall extend to all actions, proceedings, costs, claims and demands whatsoever incurred or suffered by the person for whose benefit the indemnity is given, and the Auction House shall hold any indemnity on trust for its employees and agents where it is expressed to be for their benefit.
7. Any notice given hereunder shall be in writing and if given by post shall be deemed to have been duly received by the addressee within three (3) business days delivered by a recognized overnight delivery service with a signature required.
8. The copyright for all illustrations and written matter relating to the Lots shall be and will remain at all times the absolute property of the Auction House and shall not, without the prior written consent of the Auction House, be used by any other person.

9. The Auction House will not accept any liability for any failure or errors that may occur in the operation of any online, telephonic, video or digital representations produced and/or broadcasted during an auction sale.
10. This Agreement shall be governed by and construed in accordance with British Columbia Law and the laws of Canada applicable therein. Any dispute, controversy or claim arising out of, relating to, or in connection with this Agreement, or the breach, termination, or validity thereof (“Dispute”), shall be submitted to for mediation in Vancouver, British Columbia, Canada. If the Dispute is not settled by mediation within sixty (60) days from the date when mediation is initiated, then the Dispute shall be submitted for final and binding arbitration to the British Columbia International Commercial Arbitration Centre, with such Dispute to be resolved pursuant to its Rules and procedure. The arbitration shall be conducted by one arbitrator, who shall be appointed within thirty (30) days after the initiation of the arbitration. The language used in the arbitration proceedings will be English. The arbitration shall be confidential, except to the extent necessary to enforce a judgment or where disclosure is required by law. The arbitration award shall be final and binding on all parties involved. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets.
11. Unless otherwise provided for herein, all monetary amounts referred to herein shall refer to the lawful money of Canada.
12. All words importing the singular number shall include the plural and vice versa, and words importing the use of any gender shall include the masculine, feminine and neuter genders and the word “person” shall include an individual, a trust, a partnership, a body corporate, an association or other incorporated or unincorporated organization or entity.
13. If any provision of this Agreement or the application thereof to any circumstances shall be held to be invalid or unenforceable, the remaining provisions of this Agreement, or the application thereof to other circumstances, shall not be affected thereby and shall be held valid to the full extent permitted by law.

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

## PROPERTY COLLECTION NOTICE

HEFFEL GALLERY LIMITED maintains a strict *Property Collection Notice* policy that governs the Property collection terms between the Auction House and the Consignor, Buyer and Clients being provided professional services from the Auction House. The Collection Notice is pursuant to the Auction House’s published *Terms and Conditions of Business* with specific reference to Conditions B.7, B.9, B.12, C.5, C.9 and D.6.

### A. PROPERTY COLLECTION REQUIREMENT

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

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

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

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

## CATALOGUE ABBREVIATIONS AND SYMBOLS

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

## CATALOGUE TERMS

These catalogue terms are provided for your guidance:

### **CORNELIUS DAVID KRIEGHOFF**

In our best judgment, a work by the artist.

### **ATTRIBUTED TO CORNELIUS DAVID KRIEGHOFF**

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

### **STUDIO OF CORNELIUS DAVID KRIEGHOFF**

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

### **CIRCLE OF CORNELIUS DAVID KRIEGHOFF**

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

### **MANNER OF CORNELIUS DAVID KRIEGHOFF**

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

### **AFTER CORNELIUS DAVID KRIEGHOFF**

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

### **NATIONALITY**

Unless otherwise noted, all artists are Canadian.

### **SIGNED / TITLED / DATED**

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

### **BEARS SIGNATURE / BEARS DATE**

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

### **DIMENSIONS**

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

### **PROVENANCE**

Is intended to indicate previous collections or owners.

### **CERTIFICATES / LITERATURE / EXHIBITED**

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

### **ESTIMATE**

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

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

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

Heffel, to further define its distinction in the Canadian art auction industry, has taken the following initiative. David and Robert Heffel, second-generation art dealers of the Company's founding Heffel family, have personally crafted the foundation documents (as published on our website [www.heffel.com](http://www.heffel.com)): *Heffel's Corporate Constitutional Values* and *Heffel's Code of Business Conduct, Ethics and Practices*. We believe the values and ethics set out in these documents will lay in stone our moral compass. Heffel has flourished through more than four decades of change, since 1978, proof that our hard work, commitment, philosophy, honour and ethics in all that we do serve our Clients well.

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

### **HEFFEL GALLERY LIMITED**

#### **David K.J. Heffel**

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

#### **Robert C.S. Heffel**

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



## ANNUAL SUBSCRIPTION FORM

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

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

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

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

### Billing Information

NAME

ADDRESS

CITY

POSTAL CODE

E-MAIL ADDRESS

RESIDENCE TELEPHONE

BUSINESS TELEPHONE

CREDIT CARD NUMBER

EXPIRY DATE

CVV NUMBER

SIGNATURE

DATE

#### DIGITAL COMMUNICATION CONSENT

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

## COLLECTOR PROFILE FORM

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

### Artists of Particular Interest in Purchasing

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

6 \_\_\_\_\_

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### Artists of Particular Interest in Selling

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8 \_\_\_\_\_

9 \_\_\_\_\_

## ABSENTEE BID FORM

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

\_\_\_\_\_  
SALE DATE

\_\_\_\_\_  
BILLING NAME

\_\_\_\_\_  
ADDRESS

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

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

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

\_\_\_\_\_  
FAX CELLULAR

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

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

\_\_\_\_\_  
DATE RECEIVED (FOR OFFICE USE ONLY)

\_\_\_\_\_  
CONFIRMED (FOR OFFICE USE ONLY)

### DIGITAL COMMUNICATION CONSENT

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

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

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

1

2

3

4

5

6

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

\_\_\_\_\_  
NAME OF BANK BRANCH LOCATION

\_\_\_\_\_  
NAME OF ACCOUNT OFFICER TELEPHONE

\_\_\_\_\_  
E-MAIL ADDRESS OF ACCOUNT OFFICER

\_\_\_\_\_  
CREDIT CARD NUMBER

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

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

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

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

### HEFFEL GALLERY LIMITED

13 Hazelton Avenue, Toronto, ON, Canada M5R 2E1  
Tel 416-961-6505 · Fax 416-961-4245  
[bids@heffel.com](mailto:bids@heffel.com) · [www.heffel.com](http://www.heffel.com)

## TELEPHONE BID FORM

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

SALE DATE

BILLING NAME

ADDRESS

CITY

PROVINCE/STATE, COUNTRY

POSTAL CODE

FAX

E-MAIL ADDRESS

TELEPHONE NO. TO CALL

BACK-UP TELEPHONE NO.

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

SIGNATURE

DATE

DATE RECEIVED (FOR OFFICE USE ONLY)

CONFIRMED (FOR OFFICE USE ONLY)

### DIGITAL COMMUNICATION CONSENT

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

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

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

1

2

3

4

5

6

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

NAME OF BANK

BRANCH LOCATION

NAME OF ACCOUNT OFFICER

TELEPHONE

E-MAIL ADDRESS OF ACCOUNT OFFICER

CREDIT CARD NUMBER

EXPIRY DATE

CVV NUMBER

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

SIGNATURE

DATE

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

### HEFFEL GALLERY LIMITED

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

# DIGITAL SALEROOM REGISTRATION FORM

Live Auction Paddle # (for office use only)

SALE DATE

CLIENT BILLING NAME

PLEASE PRINT

ADDRESS

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

CITY

PROVINCE/STATE, COUNTRY

POSTAL CODE

DAYTIME TELEPHONE

EVENING TELEPHONE

FAX

E-MAIL ADDRESS

ONTARIO TAX NUMBER (IF APPLICABLE)

**EXISTING HEFFEL.COM USERS**

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 UNION PAY #

EXPIRY DATE AND CVV NUMBER

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

NAME OF BANK

BRANCH

ADDRESS OF BANK

NAME OF ACCOUNT OFFICER

TELEPHONE

E-MAIL ADDRESS OF ACCOUNT OFFICER

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

**DIGITAL COMMUNICATION CONSENT**

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

# SHIPPING AUTHORIZATION FORM FOR PROPERTY

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

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

### Option A

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

- Heffel Vancouver       Heffel Calgary  
 Heffel Montreal       Heffel Toronto

#### PACKING METHOD

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

### Option B

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

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

\_\_\_\_\_  
ADDRESS

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

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

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

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

#### PACKING METHOD

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

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

### Option C

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

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

## PROPERTY INFORMATION

### Lot Number      Property Description

in numerical order      artist / title

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

#### OPTIONAL LOSS AND DAMAGE LIABILITY COVERAGE

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

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

## PAYMENT INFORMATION

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

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

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

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

## SIGNATURE

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

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

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

#### HEFFEL GALLERY LIMITED

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

## TERMS AND CONDITIONS FOR SHIPPING

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

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

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

4. All such works are packed at the Property Owner’s risk and then must be transported by a Heffel approved third-party carrier. Prior to export, works may be subject to the *Cultural Property Export and Import Act (Canada)*, and compliance with the provisions of the said act is the sole responsibility of the Property Owner.
5. Heffel shall have the right to subcontract other parties in order to fulfill its obligation under these *Terms and Conditions for Shipping*.
6. As per section B.4 of Heffel’s *Terms and Conditions of Business*, all or part of the Sales Tax may be exempt in certain circumstances if the Lot is delivered outside of the jurisdiction of sale of the Lot. Shipments out of the jurisdiction of sale of the Lot(s) shall only be eligible for exemption from Sales Tax if shipped directly from the Auction House with shipping contracted by the Auction House. All claims for Sales Tax exemption must be made prior to or at the time of payment of the Purchase Price. Sales Tax will not be refunded once the Auction House has released the Lot. The Buyer agrees and shall fully indemnify the Auction House for any amount claimed by any taxing authority due as Sales Tax upon the sale of the Lot, including any related costs, legal fees, interest and penalties.

### PACKING OPTIONS

#### Soft packed

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

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

#### Hard packed (Custom Crate)

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

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

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

### SHIPPING TRANSPORTATION CARRIER OPTIONS

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

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

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

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

#### National

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

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EMILY CARR