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**THE JOAN STEWART
CLARKE COLLECTION**

SALE WEDNESDAY, JUNE 1, 2022 · 5:30 PM PT | 8:30 PM ET



THE JOAN STEWART CLARKE COLLECTION

AUCTION

Wednesday, June 1, 2022

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

The Joan Stewart Clarke Collection

5:30 PM PT | 8:30 PM ET

PREVIEWS

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NOTICE FOR COLLECTORS



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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


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An abstract painting on the left side of the page, featuring vertical strokes of blue and black, with a bright orange shape at the bottom left.

SALE WEDNESDAY, JUNE 1, 2022 · 5:30 PM PT | 8:30 PM ET

THE
JOAN STEWART
CLARKE
COLLECTION
CATALOGUE

THE JOAN STEWART CLARKE COLLECTION



Joan Stewart Clarke

Art is much less important than life, but what a poor life without it.

—ROBERT MOTHERWELL

JOAN STEWART CLARKE lived an incredible life with a focus on the fundamentals—family, friends and things that sparked joy. Described by those who loved her as beautiful inside and out, she was intelligent, genuine and caring. Joan adored her circle, and was adored by many in return. Using her impeccable taste and an eye for beauty, Joan enriched her very full life with outstanding works of art. It is with great pleasure that Heffel presents the remarkable Joan Stewart Clarke Collection this spring, highlighted by some of the world's most iconic artists—Robert Motherwell, Helen Frankenthaler, Paul-Émile Borduas and Sam Francis, among others.

Together with her excitement and appreciation for fine art, it was Joan's gift of connecting with others that propelled her to amass such a collection. Her relationships with renowned Toronto gallerists led to formative friendships. Ben and Yael Dunkelman of Dunkelman Gallery would often invite Joan to their restaurant, and eventually to their home, where she would admire their recent acquisitions, and Goldie Konopny of Gallery One also became an important mentor. It was the Dunkelmans who facilitated one of Joan's first major artwork purchases in the early 1970s, the stunning Motherwell canvas *August Sea #5*, which is a highlight of the Heffel sale this spring. It was then that the seed was planted, and Joan's growing admiration for Abstract Expressionist and Colour Field artists sparked further exemplary acquisitions of the great artists of the time. Having grown up with very little, Joan always appreciated how special it was to own these works; the collection was something she took great pride in.

Joan found enjoyment everywhere throughout her 92 years. Having grown up on a farm in the Niagara Peninsula, she developed a passion for gardening. Specifically, she was interested in the colours and shapes that she could create with plants, much like



Joan Stewart Clarke

the abstract masterworks she held so dear. Joan was also an avid reader and had a love of animals.

While in her 20s and working as a bank teller, Joan met and married the adventurous entrepreneur Thomas Alexander Rigby, who, for more than two decades, owned *Ripley's Believe It or Not!* In the early days of their marriage, they purchased a Texaco gas station in Toronto, where Joan worked as a cashier. Together they started a family, and Joan made the decision to be at home with her growing children. Over the course of her life, she discovered beauty in all corners of the world. She traveled extensively with her second husband, Larry Clarke, who was known worldwide as

the founding chairman of Spar Aerospace. Larry was named to the Order of Canada for developing the famous Canadarm.

Always gracious and caring, and appreciative of the life she lived, Joan supported many causes, including the CNIB Foundation, after both her grandmother and mother went blind in their later years, the Jane Goodall Institute of Canada and CODE (Canadian Organization for Development Through Education).

Joan's zest for life and her dynamic engagement with the art world shines through in the exceptional works on offer from her collection. These works present once-in-a-lifetime opportunities for collectors, and Heffel is honoured to share them.



201 Sam Francis

1923 – 1994 American

Untitled, Los Angeles

acrylic on canvas, on verso signed, titled
and dated 1983 on the gallery labels
18 x 14 7/8 in, 45.7 x 37.8 cm

PROVENANCE

André Emmerich Gallery, New York, inventory #SFP83-107
Gallery One, Toronto
The Joan Stewart Clarke Collection, Vancouver

EXHIBITED

André Emmerich Gallery, New York, *Sam Francis: Paintings
on Paper*, October 13 – November 5, 1983
Gallery One, Toronto, *Art of Our Time: A Selective View*,
November 30 – December 18, 1985

SAM FRANCIS WAS a prominent member of the American Abstract Expressionists. He worked in the Bay area of California, USA, in the 1940s and in France in the 1950s. Like the porous canvas into which the vibrant pigments of *Untitled, Los Angeles* soak, he absorbed and made his own the most prominent techniques and priorities of American Abstract Expressionism, cognate abstract work in Europe and the tenets of Asian art (after spending time in Japan). Francis was included in critic Clement Greenberg's pivotal 1964 exhibition *Post-Painterly Abstraction*. Greenberg chose 31 painters—among them Helen Frankenthaler, Ellsworth Kelly, Morris Louis, Kenneth Noland, Jules Olitski and Frank Stella, as well as Canadians Jack Bush, Kenneth Lochhead and Arthur McKay—to announce new priorities in abstraction. These included a greater emphasis on saturated colour across the field of the canvas and less dependence on painterly gesture, which the influential Greenberg argued had become mannered in the New York School. Though he boldly deployed the foundational drip technique of Jackson Pollock in this painting, Francis was part of the evolution of and away from the peak of Abstract Expressionism in the 1940s and 1950s.

By the time *Untitled, Los Angeles* was produced in 1983, any reference to a Pollock drip could seem like a ready-made or even an empty sign. What is remarkable about this painting is how seriously and innovatively the languages of Abstract Expressionism can still be “spoken” by Francis in fresh ways. Redeploying the techniques of the movement, he was anything but cynical. The Pollock-like drips and the Frankenthaler-like bleeds still work in all senses of that word. Only lightly marked, the absorbent white support acts as a frame within the physical frame, one that displays the gestural activities and almost psychedelic colours that centre the surface. One clue to the structural integrity of Francis's surface is the contrast between the organic splatters and spills towards the edges and the notably sharp-edged rectilinearity of what becomes for our eyes a cross in the centre of the composition. In a similar formal and chromatic negotiation, what we might identify as a shorter horizontal and a longer vertical rectangle overlap to form this cross. Sometimes their contours meld and sometimes they are distinct, but the image remains cruciform. The abundance of white, unmarked canvas that Francis leaves

inside this assertive form takes nothing away from its outline, its existence as geometry in this potentially confusing welter of change. While Francis is rightly remembered as a colourist of great ability and range, in *Untitled, Los Angeles* we also readily appreciate how his eye-popping tonal range—from stark white to absolute black—heightens the impact of the whole. The materials and elements of the painting, like the international styles and traditions that Francis knew so well, collaborate.

We thank Mark Cheetham, Professor of Art History at the University of Toronto, for contributing the above essay. Cheetham is the author of two books on abstract art: *The Rhetoric of Purity: Essentialist Theory and the Advent of Abstract Painting* and *Abstract Art Against Autonomy: Infection, Resistance, and Cure since the 60s*.

This work is included in the *Sam Francis: Online Catalogue Raisonné Project* as catalogue #SFF.850 (Francis Archive SFP83-107).

ESTIMATE: \$40,000 – 60,000



202 Helen Frankenthaler

1928 – 2011 American

Getting Ready II

acrylic and crayon on paper, signed and on verso
titled and dated 1983 – 1984 on the gallery label
19 ¾ x 26 in, 50.2 x 66 cm

PROVENANCE

Gallery One, Toronto
The Joan Stewart Clarke Collection, Vancouver

LITERATURE

Steve Afif and Helen Frankenthaler, *Helen Frankenthaler:
Paintings on Paper, 1950s – 1980s*, Gallery One, 1988,
reproduced plate 12, unpaginated

EXHIBITED

Gallery One, Toronto, *Helen Frankenthaler: Paintings on Paper,
1950s – 1980s*, July 14 – August 2, 1988

HELEN FRANKENTHALER WAS perhaps best known for her pioneering of the “soak stain” method of applying heavily diluted oil paint directly to unprimed canvas to create translucent,

delicate effects resembling watercolours. This solidified her status as a pillar among the second generation of Colour Field artists. Frankenthaler was an experimentalist, however, and would frequently vary her methods: she first turned to acrylics in the early 1960s, and she would further utilize drawing, printmaking and woodcuts, reappraising and elevating those media with gestural urgency.

This immediacy is readily seen in Frankenthaler’s works on paper. In *Getting Ready II*, Frankenthaler demonstrates how her consistency of vision could be expressed in smaller works. A stained background of pink echoes her earlier techniques, while vivid bands of colour are applied in diffused streaks and intentional flows of energy. Clumps of paint are daubed directly on the paper in opaque, chance interruptions. The title evokes the distinct sense that the work is being settled through the act of its making; this work is perhaps better understood as a drawing done with colour, rather than a painting. For Frankenthaler, the process of discovery dissolved the boundaries of traditional painterly abstraction, with stirring results.

ESTIMATE: \$50,000 – 70,000



203 Helen Frankenthaler

1928 – 2011 American

Untitled

acrylic on paper, signed and on verso dated 1982
on the gallery label

19 ½ x 26 ½ in, 49.5 x 67.3 cm

PROVENANCE

Gallery One, Toronto
The Joan Stewart Clarke Collection, Vancouver

LITERATURE

Helen Frankenthaler: Recent Works on Paper, Gallery One,
1983, reproduced, unpaginated

EXHIBITED

Gallery One, Toronto, *Helen Frankenthaler: Recent Works
on Paper*, April 2 – 21, 1983, catalogue #9

DESPITE BEING BEST known as both a Colour Field painter and a lyrical abstractionist, Helen Frankenthaler did not prioritize a

specific method or painterly technique through her career—the technical process was ancillary to its capacity to create emotive, dynamically expressive works. To this end, her mature works on paper, characterized by the use of pure hues of radiant colour and the dissolution of the distinction between figure and ground, are the culmination of her earlier experimentations.

This work is a fine example of her elevation of the medium. As in her earlier, post-war paintings, here paint is applied without unifying form or pattern; the sheet is only partially covered and the white field is painted with irregular transparency. Thicker paint in lavenders and ochres is applied in calligraphic patterns and mellow, gestural drags. *Untitled* maintains the formal qualities of her Colour Field works through its clarity and misty saturation (Frankenthaler would dampen the sheets before working), while remaining suspended in the milieu of works on paper. The overall impression evokes a clarity of feeling and atmosphere, presenting an outstanding example of her understanding of painting on its own terms at a smaller scale.

ESTIMATE: \$50,000 – 70,000



204 Jules Olitski

1922 – 2007 American

Ancestral Sphere

acrylic on canvas, on verso signed, titled, dated 1983
and inscribed *Wb acrylic on canvas* and *83-10-2*
34 ½ x 63 in, 87.6 x 160 cm

PROVENANCE

Gallery One, Toronto, inventory #2961
The Joan Stewart Clarke Collection, Vancouver

AN IMPORTANT VOICE in the Colour Field movement, Jules Olitski was primarily interested in using abstraction to explore the power of pure colour. He was best known for applying soft, bright pigment using a spray gun to produce atmospheric, ethereal canvases. He experimented throughout his career with thick paint and iridescent acrylic mediums, creating evocative relationships between form, surface and colour.

Ancestral Sphere is a remarkable example of how he explored these themes in the middle of his career. Whereas his earlier canvases appeared almost stained, stripping painting back to the essential elements of colour with an airy dematerialization, beginning in the 1970s he started to experiment with a darker palette, utilizing heavy impasto and broad, distinct brush-strokes. Here, the spray technique is combined with darker, heavier paint-strokes, while a metallic undercurrent flashes out in brassy gleams. The play of light glinting across the surface suggests something primordial or metallurgic, as if we are looking at the fluid shapes of a solidified lava flow.

Olitski was championed early in his career by the art critic Clement Greenberg, and he represented the United States in the 1966 *Venice Biennale*. In 1969, he became the first living American artist to hold a solo show at the Metropolitan Museum of Art in New York.

ESTIMATE: \$15,000 – 25,000

Rm2



205 Robert Motherwell

1915 – 1991 American

August Sea #5

acrylic and charcoal on canvas, initialed and dated 1972
and on verso signed, titled, dated and inscribed
with stock #138169 on the Dunkelman gallery label
72 x 48 in, 182.9 x 121.9 cm

PROVENANCE

Lawrence Rubin Gallery, New York, 1972
Dunkelman Gallery, Toronto
The Joan Stewart Clarke Collection, Vancouver

LITERATURE

Jack Flam, Katy Rogers and Tim Clifford, *Robert Motherwell Paintings and Collages: A Catalogue Raisonné, 1941 - 1991, Volume 2: Paintings on Canvas and Panel*, 2012, reproduced page 342, catalogue #P671

EXHIBITED

Lawrence Rubin Gallery, New York, *Robert Motherwell*,
October 21 – November 8, 1972, catalogue #2

ROBERT MOTHERWELL WAS one of the giants of American Abstract Expressionism (AbEx), itself arguably the most significant distinctively American art movement of the twentieth century. In the hands of Jackson Pollock, Mark Rothko, Barnett Newman, Lee Krasner, Helen Frankenthaler, Motherwell and others, AbEx, or “New York School” painting, was the centre of international art world interest in the 1940s and 1950s.

The movement is often subdivided in terms of a painting’s genesis and appearance. Artists, curators, critics and academics speak of the optically energized “colour field” approach of Rothko, for example, and contrast it with the more painterly and physically exuberant surfaces typical of Willem de Kooning and of Pollock (often titled “action painting”). While Motherwell produced memorable work in both modes—his immense, painterly canvases in the series *Elegy to the Spanish Republic* (begun in 1948) are prime examples of the more overtly expressive approach, while his later, expansive and richly hued works such as *August Sea #5* helped to define abstract colour-field painting—he also bridged what was and remains a rather artificial divide between these procedures and aesthetic goals.

Perhaps this is because, more than any of the many prominent artists of this generation, Motherwell was aware of art history (he studied with the famed Meyer Schapiro at Columbia University) and the contributions of AbEx’s various modes and innovations to this history. In addition to and entwined with his elite artistic work and in kinship with the pioneering generation of abstractionists, especially Wassily Kandinsky and Piet Mondrian, he was a tremendously generative art theorist, writer, editor and publisher of artists’ writings (most notably, the Documents of Modern Art series, renamed the Documents of Twentieth-Century Art).

Motherwell was an experimenter in the idioms of abstract painting. Keenly aware of the art and art history being made around him, he became expert in styles of painting that stemmed from, but also superseded, AbEx. In the exquisitely elegant



Portrait of a group of American abstract artists, collectively known as “The Irascibles”, New York, November 24, 1950

FRONT ROW: Theodoros Stamos, Jimmy Ernst, Barnett Newman, James Brooks, Mark Rothko

MIDDLE ROW: Richard Pousette-Dart, William Baziotis, Jackson Pollock, Clyfford Still, Robert Motherwell, Bradley Walker Tomlin

BACK ROW: Willem de Kooning, Adolph Gottlieb, Ad Reinhardt, Hedda Sterne

Photo: Nina Leen / Time Life Pictures / Getty Images



Robert Motherwell on the balcony of his home, East Hamptons, New York, 1965
Photo: Robert R. McElroy / Getty Images

August Sea #5, he perfects what critic Clement Greenberg extolled in 1964 as “Post-painterly abstraction,” a style that eschewed what Greenberg and others had come to see as the self-indulgent excesses of some of AbEx’s surface painterliness and the dogma of expressing oneself. Exemplified by artists such as Kenneth Noland from the USA and Canada’s Jack Bush, Post-painterly abstraction took a cooler emotional approach that featured saturated colour and subtle gesture. Even without its referential title, *August Sea #5* has an appealing liquidity. On the surface we see more than a reflection of the colour and surfaces of the sea and sky; instead, the work enacts these qualities in hue and touch.

Abstraction’s evolving capabilities and relevance were key motivators for Motherwell. Writing on Mondrian in 1942 (when the master was living in New York City), Motherwell stated, “as Meyer Schapiro had remarked of modern art in general, Mondrian’s art has the value of a *demonstration*...”¹ On the generalized plane of implication that abstract art in Motherwell’s hands sought, an individual work can demonstrate the ongoing perceptual and emotional potency of abstract art in general.

August Sea #5 can also be related to Mondrian in a more specific way. We can assume that Motherwell was more than passingly familiar with the Dutch painter’s breakthrough *Pier and Ocean* series, undertaken circa 1915 in his response to Cubism. Here Mondrian deployed his signature orthogonal forms to suggest the subtle exchange of energy between water and pier. In charcoal, Motherwell boldly inscribes just one diagonal and one nearly vertical line; this passage is Mondrian simplified, but it is also independent, as Mondrian famously insisted on exact right-angle geometries in this series, whereas Motherwell’s upright line playfully tilts to the diagonal. Mondrian sometimes emphasized the ebb and flow of ocean against structure with abundant light pigment on the surface, overlaying his grid structure—for example, in *Pier and Ocean 5 (Sea and Starry Sky)*, 1915, collection of MoMA (figure 1). Again, Motherwell is more subtle than Mondrian while retaining the allusion and illusion. To the right of the vertical line in *August Sea #5*, the blue paint is inflected with lighter and darker patches that suggest how waves encounter a pier and then ruffle the surfaces of the water. Below the horizontal line we see a much



FIGURE 1: PIET MONDRIAN

Pier and Ocean 5 (Sea and Starry Sky)

charcoal and watercolor on paper, 1915

34 3/8 x 44 in, 87.9 x 111.7 cm

Museum of Modern Art, Mrs. Simon Guggenheim Fund

Photo: © The Museum of Modern Art / Licensed by SCALA / Art Resource, NY

Not for sale with this lot

bolder version of this demonstration, allowing us to imagine that the dark blue perturbation of the surface is a wave breaking against a breakwater.

Yet another aspect of Motherwell's painting engages with one of Mondrian's preoccupations: edges and boundaries. The Dutch artist's autograph Neoplastic paintings of the 1920s and 1930s embody numerous subtle stops, beginnings and intersections of orthogonal lines, both across the surface and especially at its edges (whether the canvas is framed or not). Motherwell's assertive horizontal line all but touches the work's reveal on the left side yet holds back, forming an imperfect right angle. His slightly tapered vertical line, however, resists the magnetic pull of the frame completely, touching neither the nearby black line nor the perfect border established by the top reveal.

August Sea #5 enjoys one advantage of the best abstract art: to be simultaneously specific and universalizing. The painting demonstrates what abstraction can do after Mondrian and after AbEx but in specific terms. Motherwell spent summers on the ocean in Provincetown, Massachusetts. Colour and mood in this

painting are thus local, specific. He wrote of the sky in this locale as being "August blue";² the blues here are indeed unique. At the same time, the painting is evocative of many people's experiences of intense colour and movement around water, to this universal equipoise in nature.

We thank Mark Cheetham, Professor of Art History at the University of Toronto, for contributing the above essay. Cheetham is the author of two books on abstract art: *The Rhetoric of Purity: Essentialist Theory and the Advent of Abstract Painting* and *Abstract Art Against Autonomy: Infection, Resistance, and Cure since the 60s*.

1. "Notes on Mondrian and de Chirico," in *The Writings of Robert Motherwell*, by Robert Motherwell, ed. Dore Ashton and Joan Banach (Berkeley: University of California Press, 2007), 16.

2. Quoted in *The Writings of Robert Motherwell*, 62.

ESTIMATE: \$2,000,000 – 2,500,000



206 Marino Marini

1901 – 1980 Italian

El Greco Abstract

gouache on paper, signed and dated 1968 and on verso titled and inscribed with stock #148043 on the Dunkelmann gallery label
15 ¼ x 20 ¼ in, 38.7 x 51.4 cm

PROVENANCE

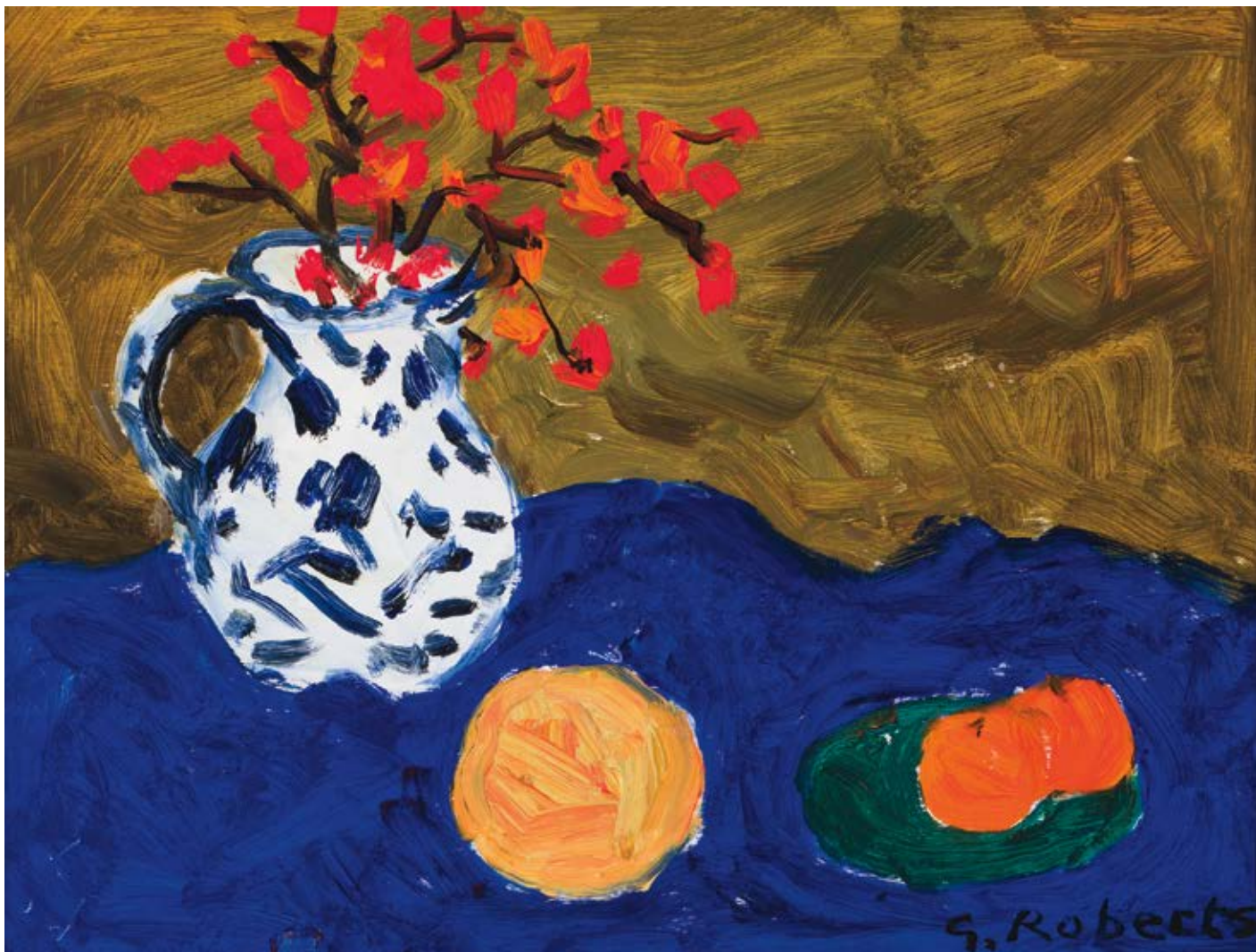
Dunkelman Gallery, Toronto
The Joan Stewart Clarke Collection, Vancouver

MARINO MARINI WAS an internationally renowned Italian sculptor and painter. He studied painting at the Academy of Fine Arts in Florence, and his early years were devoted to drawing and painting. In 1942, he became a professor of sculpture at the Accademia di Belle Arti di Brera in Milan, where he settled permanently in 1946. He won the Grand Prize for Sculpture at the *Venice Biennale* in 1952. Although best known for his sculpture,

particularly his mythical horse and knight subjects, he continued to paint, showing his paintings for the first time in 1963 at the Toninelli Arte Moderna in Milan. In 1973, a permanent installation of his work opened at the Galleria d'arte moderna in Milan, and in 1988, the Museo Marino Marini was inaugurated in Florence.

The title of this striking abstract painting pays homage to El Greco (1541 – 1614), the Greek painter and sculptor of the Spanish Renaissance, who was regarded as a precursor of modern art. Colourful forms playfully float across bright, soft, amorphous colour fields, and the triangular shapes bring a connotation of sails moved by the wind, infusing the painting with a feeling of freedom and movement. Marini must have favoured this painting, for in 1969, he produced a lithograph based on it, entitled *From Color to Form VIII*.

ESTIMATE: \$30,000 – 50,000



207 William Goodridge Roberts

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

Blue Cloth and Blue and White Jug

oil on board, signed and on verso titled, dated 1968 – 1969 on the gallery label and inscribed with the Goodridge Roberts Inventory #1991
12 x 16 in, 30.5 x 40.6 cm

PROVENANCE

Galerie Timothy Roberts Inc., Montreal
The Joan Stewart Clarke Collection, Vancouver

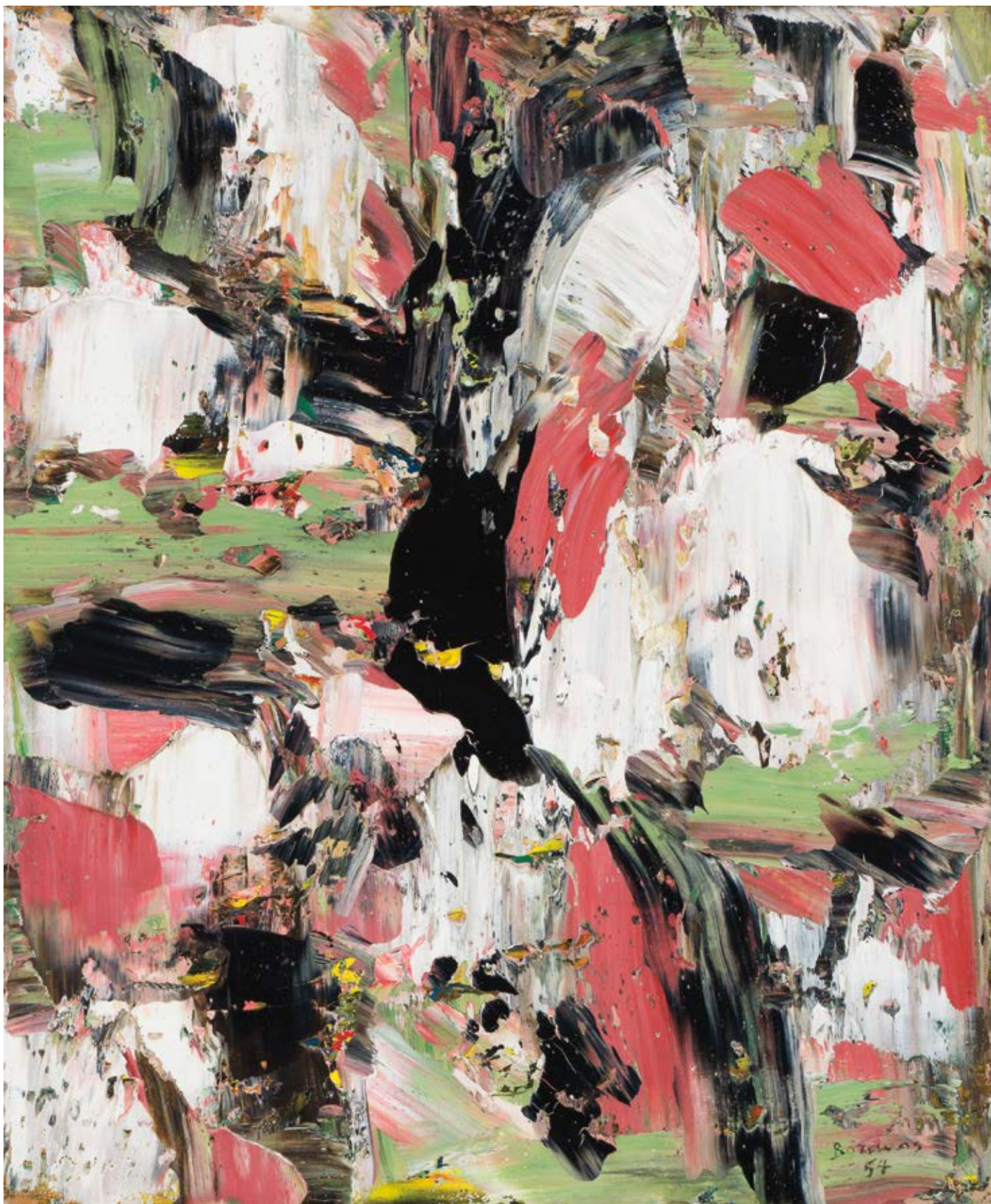
LITERATURE

Robert Ayre and Alfred Pinsky, *Goodridge Roberts: A Retrospective Exhibition*, National Gallery of Canada, 1969, page 16

GOODRIDGE ROBERTS WAS known for his landscapes, portraits and exceptional still lifes. Roberts had studied still life painting with Max Weber in New York, and when he was back in Montreal, the subject became a lifelong pursuit in his work. In this

vibrant painting, saturated colour and Roberts’s expressionist brush-strokes create an energy that is exhilarating. The painter created the arrangements for his still lifes in his studio from simple objects that were readily available to him, and his paintings are infused with an atmosphere of solitude and contemplation. Deceptively casual, paintings like this show Roberts’s awareness of the still life paintings of Paul Cézanne, especially in the tipped-up perspective of the tabletop. Fruit and flowers were among his favourite motifs, and the simplicity of his arrangement makes each element resonate. Roberts suspends gravity and perspective, as each object appears to float in a two-dimensional space. Finally—colour! The gorgeous cobalt-blue cloth, dark emerald plate, hot orange and yellow fruit, and the reddish-orange flowers are intoxicating. Roberts was a poetic painter. As Robert Ayre wrote, for him, the act of painting was “the physical contact of the dreamer—the sleepwalker, as Jacques de Tonnancour called him—with life.”

ESTIMATE: \$3,000 – 4,000



208 Paul-Émile Borduas

AUTO CAS QMG RCA 1905 – 1960

Fanfaronnade

oil on canvas, signed and dated 1954 and on verso titled, dated on the labels and inscribed *Borduas, 119 E. 17 New York 3, N.Y.* on the artist's label
18 × 15 in, 45.7 × 38.1 cm

PROVENANCE

Galerie Agnès Lefort, Montreal, 1954
Gérard Lortie, summer 1955
Galerie Claude Lafitte, Montreal
The Joan Stewart Clarke Collection, Vancouver

LITERATURE

François-Marc Gagnon, *Paul-Émile Borduas (1905–1960): Biographie critique et analyse de l'oeuvre*, 1978, mentioned pages 365 and 386
François-Marc Gagnon, *Paul-Émile Borduas: A Critical Biography*, 2013, titled as *Boast*, mentioned page 374

EXHIBITED

Galerie Agnès Lefort, Montreal, *En route!*, October 12–26, 1954, catalogue #8

IT IS DIFFICULT to overstate the artistic and cultural authority of Paul-Émile Borduas in Canada. A powerful model of commitment to art, a significant art theorist, and an influential teacher and mentor for generations of Montreal abstractionists, he also instigated Canada's most momentous artistic manifesto, *Refus global* (1948). This outspoken call for aesthetic and social freedom erupted from the group that formed around Borduas in Montreal in the early 1940s and by 1947 came to be called Les Automatistes. As the name suggests, Borduas and his younger *confrères*—including Jean Paul Riopelle—were compelled by the “automatic” techniques of the Surrealists and experimentation in art generally. The group exhibited in New York in 1946 and in Paris in 1947. The *Refus global* unsparingly criticized the conservative politics of the Quebec government and the Catholic Church of the time, with the result that Borduas was suspended from his teaching post at the École du meuble de Montréal. His delayed response was to move to the USA, first to the artists' colony in Provincetown, Massachusetts, in the summer of 1953, and then in the fall of that year, to New York City (to the address inscribed on the artist's label on the verso of *Fanfaronnade*). Although he was successful in New York, he nonetheless relocated to Paris two years later.

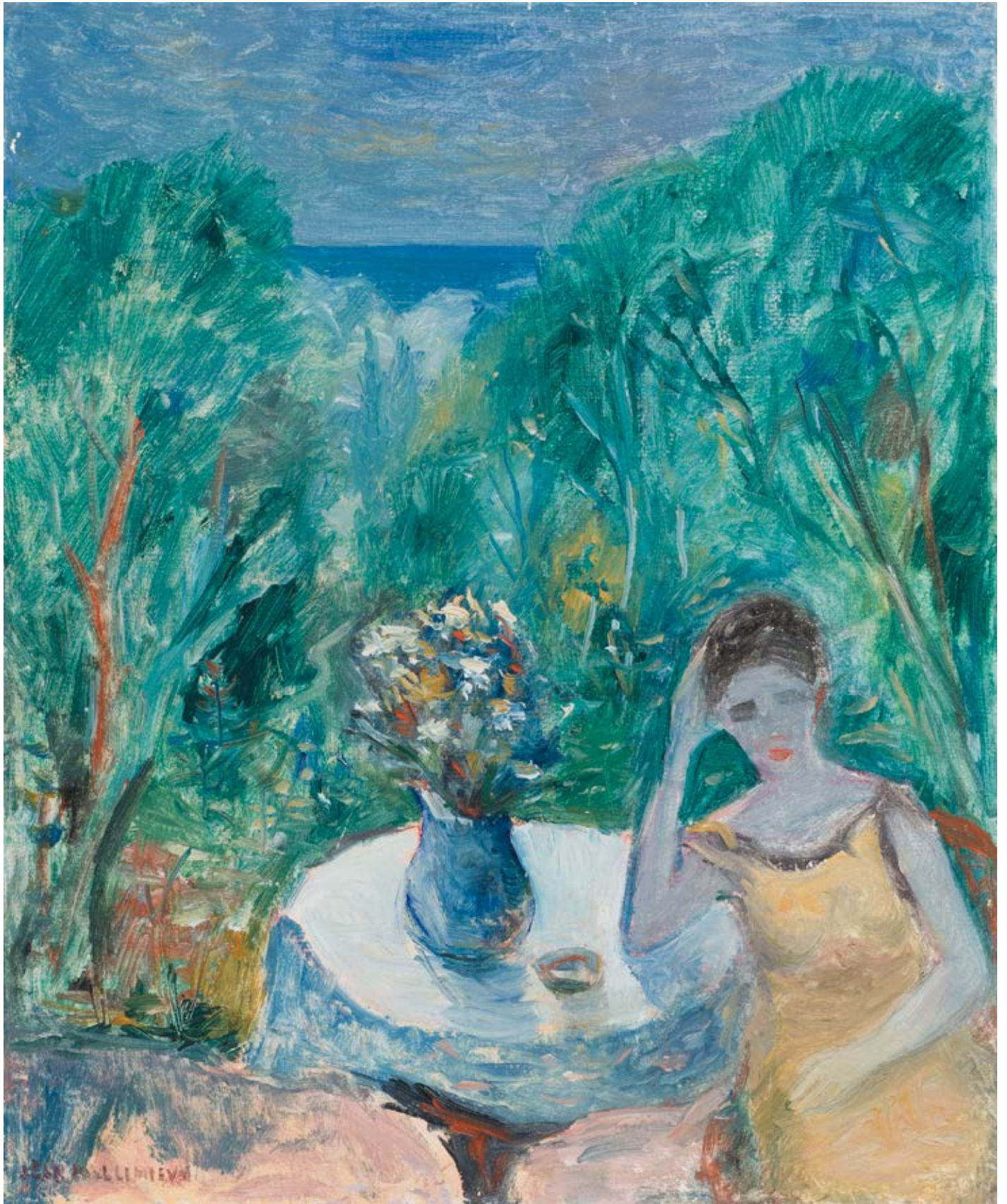
Borduas took advantage of the unparalleled efflorescence of abstract painting in New York at this time. Some paintings track his interest in Jackson Pollock's techniques, for example. *Graffiti*, also from 1954, includes skeins of dripped and thrown-on pigment. But in keeping with the call for personal freedom and independence made by the Automatists, his work remained identifiably his own. *Fanfaronnade* developed within the trajectory of painterly preoccupations evident in Borduas's work from the late 1940s and his pre-New York work of the 1950s. The magnificently complex layering of surface pigments that we see in *Fanfaronnade* is vintage Borduas. Intensely coloured forms run into and over one another. Some are melded by dragging thick pigment with a palette knife; others are thinner and seem to flow on their own. While all parts of the canvas are put in motion by Borduas's dynamic handling, focal points emerge as figures against a ground. The largely horizontal green passages do not form a conventional background, yet the predominantly red, black and white forms do dominate closer to what we perceive as the painting's surface to establish temporarily perceptible motifs. Borduas's title translates into English as “boast” or “bragging.” If we imagine that he was referring to his own mastery of technique and confidence, we might also think that the brilliance of this painting justified him in feeling more “American” at this time, as he claimed. But more expansively, Borduas was a leader in the terms emphasized by Lora Carney as she measured his contributions: for Borduas and the Automatists, the avant-garde “is not just an experimental movement. It is a movement based on the conviction that art can be an agent for change in the world.”¹

We thank Mark Cheetham, Professor of Art History at the University of Toronto, for contributing the above essay. Cheetham is the author of two books on abstract art: *The Rhetoric of Purity: Essentialist Theory and the Advent of Abstract Painting* and *Abstract Art Against Autonomy: Infection, Resistance, and Cure since the 60s*.

This work is included in François-Marc Gagnon's online catalogue raisonné on the artist's work at www.borduas.concordia.ca/en/about/index.php, catalogue #2005-0129.

1. Lora Senechal Carney, *Canadian Painters in a Modern World, 1925–1955: Writings and Reconsiderations* (Montreal: McGill-Queen's University Press, 2017), 211.

ESTIMATE: \$70,000 – 90,000



209 Jean Paul Lemieux

CC QMG RCA 1904 – 1990

Rêverie dans le jardin

oil on board, signed and on verso titled, dated 1955
and inscribed *Menton, France* and *à Romain Boudreault,*
Pour services rendus, Ce cadeau avec mes remerciements,
Jean Paul Lemieux, avril 1971
18 × 15 in, 45.7 × 38.1 cm

PROVENANCE

A gift from the Artist to Romain Boudreault, April 1971
Galerie Claude Lafitte, Montreal
The Joan Stewart Clarke Collection, Vancouver

LITERATURE

Marie Carani, *Jean Paul Riopelle*, Musée du Québec, 1992,
pages 111 and 112

EXHIBITED

Galerie L'Atelier, Quebec City, *Côte d'Azur*, March 1 – 14, 1956,
catalogue #22

JEAN PAUL LEMIEUX had been teaching for 20 years when, from September 1954 to September 1955, he went on leave from the École des beaux-arts de Québec, in Quebec City. He was financially supported by a scholarship from the Royal Society of Canada, which allowed him to spend most of this sabbatical in France with his wife and daughter Anne. The Lemieux family first went to Paris in fall of 1954 and then traveled to Cannes in November. Farther east on the Riviera, they stayed in Menton, a charming town overlooking a beautiful bay in the Mediterranean. While in Menton from December 1954 to April 1955, Lemieux produced a body of work in watercolours and oils.

When he went to France, Lemieux was a painter still in search of himself—he was examining “his idea of the structures of painting, in the light of Cézanne, the Post-Impressionists and the recent spareness of his own methods,” as Marie Carani noted. Lemieux was well aware of the painters who had worked in the area, such as Pierre Bonnard, Paul Cézanne and Henri Matisse—even stating that while in the South of France, he worked in their shadow—as he rethought pictorial space and developed his new vision in the sun-drenched and colour-soaked atmosphere.

As it had for other artists, the Côte d'Azur cast its enchanting spell, and there Lemieux produced works of luminous sensuality, such as *Rêverie dans le jardin*. As Claude Picher commented, Lemieux's paintings of the region opened out on “an enchanted world, which seems to belong to the realm of dreams,” and the viewer has a sense of that here.

The woman sits in contemplation, surrounded by luxuriant vegetation that leads to a view of a triangle of ocean and an azure sky. Her pose is natural and relaxed, as she leans on the tabletop, tipped up in the style of Cézanne to display the vase of lush flowers. The colour palette of cool green and blue is warmed by her golden dress, the caramel brown of the branch to the left, and the pink and orange tones of the floor of the patio. Lemieux's brushwork is soft and expressionistic, conducive to the creation of the

meditative atmosphere. *Rêverie dans le jardin* is a sensual and alluring work from Lemieux's pivotal time on the Côte d'Azur.

Lemieux pointed out that by going abroad, an artist finds himself by breaking his customary routines and discovering hidden potentials. His trip to France was an important step in his evolution. On his return to Quebec, he declared, “I discovered a whole new country, or at least I saw it in a whole new perspective,” as he turned towards the minimalist style for which he became renowned.

This work will be included in Michèle Grandbois's forthcoming catalogue raisonné of the artist's work.

ESTIMATE: \$25,000 – 35,000

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- g) In order to become a Registered Bidder, the registration process shall be completed in full, and the required information shall be provided to the Auction House. Every Registered Bidder will be assigned a unique paddle number (the "Paddle") for the purpose of bidding on Lots in the auction. Those interested in bidding in the live auction via telephone bid, absentee bid or through the Digital Saleroom shall register at least two (2) business days in advance of the auction. For online auctions, a password will be created for use only in current and future online auctions. This online registration procedure does not allow for participation in the live auction and may require up to two (2) business days to complete;
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- h) To apply any payments made by the Buyer to the Auction House towards any sums owing from the Buyer to the Auction House without regard to any directions received from the Buyer or their agent, whether express or implied;
- i) In the absolute discretion of the Auction House, to refuse or revoke the Buyer's registration in any future auctions held by the Auction House; and
- j) All the above rights and remedies granted to the Auction House may be assigned to the Consignor at the Auction House's discretion. Further, the Auction House may disclose to the Consignor the Buyer's identity, contact information and other such information as the Consignor may need in order to maintain a claim against the Buyer for non-payment.

10. No Warranty

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

11. Attendance by Buyer

- a) Prospective Buyers are advised to inspect the Lot(s) before the sale, and to satisfy themselves as to the description, attribution and condition of each Lot. The Auction House will arrange suitable viewing conditions during the preview preceding the sale, or by private appointment;
- b) If prospective Buyers are unable to personally attend the live auction, telephone bid, or bid in the Digital Saleroom, the Auction House will execute bids on their behalf subject to completion of the proper *Absentee Bid Form*, duly signed and delivered to the Auction House two (2) business days before the start of the auction sale. The Auction House shall not

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

- c) In the event that the Auction House has received more than one Absentee Bid Form on a Lot for an identical amount and at auction those absentee bids are the highest bids for that Lot, the Lot shall be Knocked Down to the person whose Absentee Bid Form was received first; and
- d) At the discretion of the Auction House, the Auction House may execute bids in the live auction, if appropriately instructed by telephone or through Heffel's Digital 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 for mediation in Vancouver, British Columbia, Canada. If the Dispute is not settled by mediation within sixty (60) days from the date when mediation is initiated, then the Dispute shall be submitted for final and binding arbitration to the British Columbia International Commercial Arbitration Centre, with such Dispute to be resolved pursuant to its Rules and procedure. The arbitration shall be conducted by one arbitrator, who shall be appointed within thirty (30) days after the initiation of the arbitration. The language used in the arbitration proceedings will be English. The arbitration shall be confidential, except to the extent necessary to enforce a judgment or where disclosure is required by law. The arbitration award shall be final and binding on all parties involved. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets.
11. Unless otherwise provided for herein, all monetary amounts referred to herein shall refer to the lawful money of Canada.
12. All words importing the singular number shall include the plural and vice versa, and words importing the use of any gender shall include the masculine, feminine and neuter genders and the word “person” shall include an individual, a trust, a partnership, a body corporate, an association or other incorporated or unincorporated organization or entity.
13. If any provision of this Agreement or the application thereof to any circumstances shall be held to be invalid or unenforceable, the remaining provisions of this Agreement, or the application thereof to other circumstances, shall not be affected thereby and shall be held valid to the full extent permitted by law.
14. In the event of any discrepancy or conflict between the English and French versions of these *Terms and Conditions of Business*, the English version will prevail.

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

PROPERTY COLLECTION NOTICE

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

A. PROPERTY COLLECTION REQUIREMENT

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

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

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

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

CATALOGUE ABBREVIATIONS AND SYMBOLS

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

SIGNATURE

DATE

DIGITAL COMMUNICATION CONSENT

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

COLLECTOR PROFILE FORM

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

Artists of Particular Interest in Purchasing

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

8 _____

9 _____

Artists of Particular Interest in Selling

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

8 _____

9 _____

ABSENTEE BID FORM

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

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

SALE DATE

BILLING NAME **OR** REGISTERED BUSINESS NAME (AS APPLICABLE)

DATE OF BIRTH (IF BIDDING AS AN INDIVIDUAL)

ADDRESS **OR** REGISTERED BUSINESS ADDRESS (AS APPLICABLE)

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 the Lot(s) is/are not delayed, bidders not yet known to Heffel must supply a bank reference letter at least two (2) business days before the time of the auction. All Absentee Bidders must supply a valid Visa, Mastercard or UnionPay number, expiry date and CVV number.

NAME OF BANK BRANCH LOCATION

NAME OF ACCOUNT OFFICER TELEPHONE

E-MAIL ADDRESS OF ACCOUNT 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 two (2) business days before the sale begins. Heffel will confirm by telephone or e-mail all bids received. If you have not received our confirmation within two (2) business days, please re-submit your bids or contact us at:

HEFFEL GALLERY LIMITED

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

TELEPHONE BID FORM

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

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

SALE DATE

BILLING NAME **OR** REGISTERED BUSINESS NAME (AS APPLICABLE)

DATE OF BIRTH (IF BIDDING AS AN INDIVIDUAL)

ADDRESS **OR** REGISTERED BUSINESS ADDRESS (AS APPLICABLE)

CITY PROVINCE/STATE, COUNTRY

POSTAL CODE 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 the Lot(s) is/are not delayed, bidders not yet known to Heffel must supply a bank reference letter at least two (2) business days before the time of the auction. All Telephone Bidders must supply a valid Visa, Mastercard or UnionPay number, expiry date and cvv number.

NAME OF BANK BRANCH LOCATION

NAME OF ACCOUNT OFFICER TELEPHONE

E-MAIL ADDRESS OF ACCOUNT OFFICER

CREDIT CARD NUMBER

EXPIRY DATE CVV NUMBER

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

SIGNATURE DATE

To allow time for processing, Telephone/Absentee Bids should be received at least two (2) business days before the sale begins. Heffel will confirm by telephone or e-mail all bids received. If you have not received our confirmation within two (2) business days, please re-submit your bids or contact us at:

HEFFEL GALLERY LIMITED

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

DIGITAL SALEROOM REGISTRATION FORM

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

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

Live Auction Paddle # (for office use only) _____

SALE DATE _____

CLIENT BILLING NAME **OR** REGISTERED BUSINESS NAME

PLEASE PRINT

ADDRESS **OR** REGISTERED BUSINESS ADDRESS (REGISTERED BUSINESS 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)

DATE OF BIRTH (APPLICABLE WHEN BIDDING AS AN INDIVIDUAL)

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 UNIONPAY #

EXPIRY DATE AND CVV NUMBER

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

NAME OF BANK

BRANCH

ADDRESS OF BANK

NAME OF ACCOUNT OFFICER

TELEPHONE

E-MAIL ADDRESS OF ACCOUNT OFFICER

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

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

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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ИЛЯ РЕПИН



B. Thomas
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