



210

210 SILVERWARE OF CANADIAN INTEREST
EDINBURGH 1821

George IV Scottish Silver Presentation Goblet

silverware, 15 oz

7 1/8 x 4 7/8 x 4 7/8 in, 18.1 x 12.4 x 12.4 cm

PROVENANCE:

Sotheby's, *Important Canadian Art*, May 17, 1989, Toronto
Private Collection, Montreal

This goblet bears the maker's mark M & R, and is a compressed circular half-fluted form with a chased band of fruiting vines and is inscribed "Presented by the Creditors of the late firm of Alex. r. Morris & Sons, Paisley, to Messrs. Alex. r. & Wm. Morris, Brockville, Upper Canada, In testimony of their respect for their Honour and Honesty in voluntarily extinguishing the debt due by them. Paisley, 2nd March, 1822".

ESTIMATE: \$2,000 ~ 3,000



211

211 ALFRED LALIBERTÉ
RCA SSC 1878 ~ 1953

Le jeu de cartes du diable

bronze sculpture, signed and titled

13 3/4 x 16 1/4 x 9 3/4 in, 34.9 x 41.3 x 24.8 cm

PROVENANCE:

Private Collection, Montreal

LITERATURE:

Les bronzes d'Alfred Laliberté ~ collection du musée du Québec, 1978, catalogue #72, reproduced page 92

Laliberté was part of the fabric of the history of Quebec. The studio building that he constructed on rue Sainte Famille was home not only to his workshop, but to well-known artists such as Maurice Cullen, Robert Pilot and Joseph Franchère. As a professor at the École des beaux arts in Montreal, he encouraged many artists. His large public works embodied the significance of political figures and important events, such as *Les Patriotes de 1837* in Quebec City and *Dollard des Ormeaux* ~ leader of the heroes of the Long Sault.

ESTIMATE: \$9,000 ~ 12,000



212

212 HENRI LEOPOLD MASSON

CGP CSGA CSPWC FCA OSA QMG RCA 1907 ~ 1996

Rocks under Trees

oil on canvas, signed and dated 1941 and on verso titled and inscribed *N.E.S. Collection Mr. H.S. Southam* on a label
18 x 21 in, 45.7 x 53.3 cm

PROVENANCE:

Harry S. Southam, Ottawa
Mr. & Mrs. Gordon T. Southam, Vancouver

ESTIMATE: \$4,000 ~ 6,000

213

213 HENRI LEOPOLD MASSON

CGP CSGA CSPWC FCA OSA QMG RCA 1907 ~ 1996

Landscape with Pool

oil on canvas, signed and dated 1952 and on verso signed, titled and inscribed *Collection Mrs. H.S. Southam*
26 x 30 in, 66 x 76.2 cm

PROVENANCE:

Harry S. Southam, Ottawa
Mr. & Mrs. Gordon T. Southam, Vancouver

ESTIMATE: \$4,000 ~ 6,000

214

214 LIONEL LEMOINE FITZGERALD

CGP G7 MSA 1890 ~ 1956

Trees

watercolour on paper, signed
and on verso titled, circa 1930
12 x 15 in, 30.5 x 38.1 cm

PROVENANCE:

Private Collection, Ontario

ESTIMATE: \$8,000 ~ 10,000



215

215 STANLEY MOREL COSGROVE

CGP QMG RCA 1911 ~ 2002

Arbres en hiver, Hudson Heights

oil on canvas, signed and dated 1972

20 x 24 in, 50.8 x 61 cm

PROVENANCE:

Galerie Gauvreau, Montreal
Private Collection, Montreal

ESTIMATE: \$5,000 ~ 7,000



217

217 HENRI LEOPOLD MASSON

CGP CSGA CSPWC FCA OSA QMG RCA 1907 ~ 1996

Peggy's Cove, NS

oil on canvas, signed and dated 1953

and on verso titled

18 x 22 in, 45.7 x 55.9 cm

PROVENANCE:

Harry S. Southam, Ottawa
Mr. & Mrs. Gordon T. Southam, Vancouver

ESTIMATE: \$4,000 ~ 6,000

216 STANLEY MOREL COSGROVE

CGP QMG RCA 1911 ~ 2002

Forest

oil on canvas, signed

25 x 32 in, 63.5 x 81.3 cm

PROVENANCE:

Private Collection, Montreal

ESTIMATE: \$7,000 ~ 9,000



216



218

➤ 218 ALEXANDER YOUNG (A.Y.) JACKSON

ALC CGP G7 OSA RCA RSA 1882 ~ 1974

Deese Bay, Great Bear Lake

gouache on board, signed and on verso signed, titled, dated 1937 and inscribed *used for a print for distribution to Canadian Schools 1941 ~ 42 / Reproduced by Sampson Matthews Ltd., Toronto, 1943 ~ 1966*

30 x 40 in, 76.2 x 101.6 cm

PROVENANCE:

Acquired from the McMichael Canadian Art Collection in 1969 by the present Private Collector, Nova Scotia

LITERATURE:

Naomi Jackson Groves, *A.Y.'s Canada*, 1968, page 220

In five different trips, which have been described as painting campaigns for the rough camping explorations involved, Jackson explored the

solitary grandeur of the shores and surrounding lands of Great Bear Lake. He set out from mining settlements such as Port Radium at Eldorado Mine, sketching the ancient rocks, muskeg lakes, rounded hills with patches of stunted spruce and small birch under the open skies, with a strong emphasis on the rhythm in the rounded patterns of the land. Multi-hued lichens and mineral staining in the rocks add to the visual richness of these works. This dramatic gouache contains all these elements, with a sweeping view across water sparkling with light filtered through a partially clouded sky. Fellow Group of Seven artist Arthur Lismer praised Jackson's northern work, recounting how A.Y. could "grasp the breadth and depth... in his western paintings around the Great Bear, of vast stretches of lonely terrain, in a sweep of fervent affection for all that it means to him." This strong image was chosen for reproduction by art design firm Sampson Matthews Limited for use in Canadian schools.

Included with this lot is a copy of the invoice for the purchase from the McMichael Canadian Art Collection.

ESTIMATE: \$20,000 ~ 30,000



219

219 ALEXANDER YOUNG (A.Y.) JACKSON

ALC CGP G7 OSA RCA RSA 1882 ~ 1974

***Farm Landscape, North Shore, Quebec /
Farm by the Road, Quebec (verso)***

double-sided oil on board, signed and on verso signed
10 1/2 x 13 1/2 in, 26.7 x 34.3 cm

PROVENANCE:

Acquired directly from the Artist by the present Private Collection,
Ontario, circa 1951

ESTIMATE: \$15,000 ~ 20,000

220 JOHN WILLIAM BEATTY

OSA RCA 1869 ~ 1941

Algonquin Park

oil on board, signed and on verso signed and titled
10 1/2 x 8 1/2 in, 26.7 x 21.6 cm

PROVENANCE:

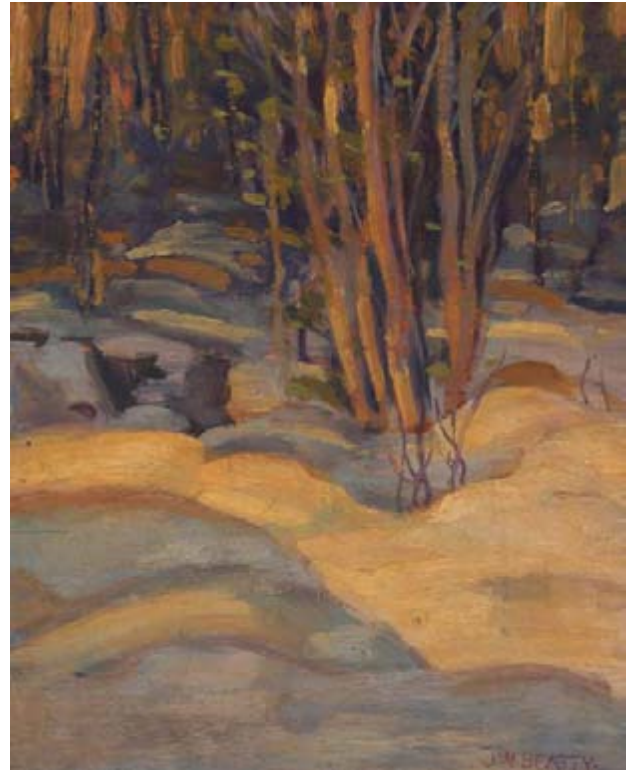
Private Collection, Ontario

Beatty was a part of the movement in the early part of the last century to paint landscape in a distinctively Canadian way, rather than following traditional European painting. Beatty was a great friend of Tom Thomson's, traveling to meet him in Algonquin Park in March of 1914 and sharing his passion for this great north country. He had many ties with the Group of Seven; he sketched with J.E.H. MacDonald and Lawren Harris, knew A.Y. Jackson, who admired his work, and lived in the famous Studio Building in Toronto.

ESTIMATE: \$7,000 ~ 9,000



verso 219



220



221



224



222



225



223



226

**221 JOHN GEOFFREY CARUTHERS LITTLE**

ARCA 1928 ~

***Old Dorchester Street West at McNicoll,
Montreal***

oil on board, signed and on verso signed, titled,
dated 1966 and inscribed #6030
12 x 16 in, 30.5 x 40.6 cm

PROVENANCE:

Continental Galleries, Montreal
Private Collection, Vancouver

Little studied at the school of the Montreal Museum of Fine Arts under Arthur Lismer and Goodridge Roberts from 1945 to 1947, and later worked in his father's architectural firm as a draughtsman. He used this training when he turned exclusively to painting in 1953 in works that capture the essence of Montreal and Quebec City with their gracious buildings and unique urban atmosphere. Little is particularly known for his scenes of city streets, such as this fine painting.

ESTIMATE: \$10,000 ~ 15,000

222 MARC~AURÈLE DE FOY SUZOR~COTÉ

CAC RCA 1869 ~ 1937

Au coin du choeur d'une chapelle en Bretagne

oil on board, initialed and on verso
signed and inscribed 108
8 1/4 x 10 1/2 in, 21 x 26.7 cm

PROVENANCE:

Private Collection, Montreal
By descent to the present Private Collection, Vancouver

ESTIMATE: \$10,000 ~ 15,000

223 ALEXANDER YOUNG (A.Y.) JACKSON

ALC CGP G7 OSA RCA RSA 1882 ~ 1974

Misson, Wawa, Ontario

oil on panel, signed and on verso
signed, titled and dated July 1956
10 1/2 x 13 1/2 in, 26.7 x 34.3 cm

PROVENANCE:

Private Collection, Montreal

ESTIMATE: \$15,000 ~ 20,000

224 JOHN GEOFFREY CARUTHERS LITTLE

ARCA 1928 ~

Dorchester St. at Greene Ave., Westmount

oil on board, signed and on verso signed,
dated December 17, 1966 and inscribed
For the Sentimental Montrealer / 6103
12 x 16 in, 30.5 x 40.6 cm

PROVENANCE:

Continental Galleries, Montreal
Private Collection, Vancouver

ESTIMATE: \$6,000 ~ 8,000

225 JOHN GEOFFREY CARUTHERS LITTLE

ARCA 1928 ~

Old St. Cecile Street

oil on board, signed and on verso signed, titled,
dated April 27, 1966 and inscribed
For the Sentimental Montrealer / #5958
12 x 16 in, 30.5 x 40.6 cm

PROVENANCE:

Private Collection, Vancouver

ESTIMATE: \$10,000 ~ 15,000

226 JOHN GEOFFREY CARUTHERS LITTLE

ARCA 1928 ~

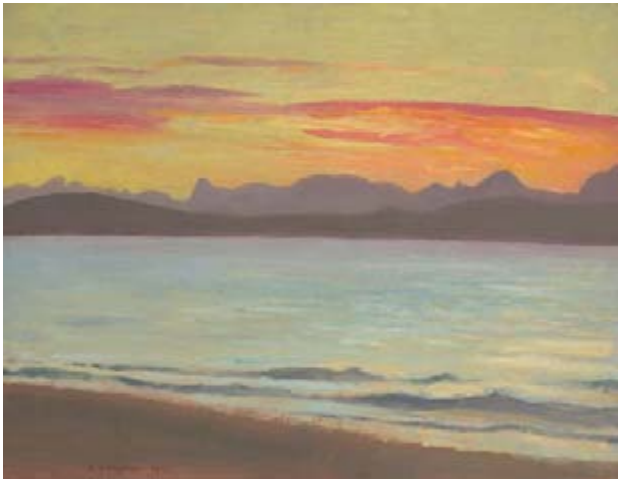
***Le printemps, Québec, coin de
Mazenod ~ Christophe Colomb***

oil on canvas, signed and on verso
signed, titled, dated 1973 and inscribed 73~147
12 x 16 in, 30.5 x 40.6 cm

PROVENANCE:

Private Collection, Montreal

ESTIMATE: \$5,000 ~ 7,000



227

227 E.J. (EDWARD JOHN) HUGHES

BCSFA CGP RCA 1913 ~ 2007

Savary Sunset

oil on board, signed and dated 1935 and on verso titled and inscribed *belonging to Grace Melvin / Winton picture varnish, Aug. 1988, E.J.H.*

14 x 18 in, 35.6 x 45.7 cm

PROVENANCE:

Grace Melvin, Vancouver

Private Collection, Vancouver

ESTIMATE: \$10,000 ~ 15,000



228

228 MARC~AURÈLE DE FOY SUZOR~COTÉ

CAC RCA 1869 ~ 1937

Sunset

pastel on paper, signed

9 5/8 x 12 3/4 in, 24.4 x 32.4 cm

PROVENANCE:

Private Collection, Montreal

Suzor~Coté is one of Canada's important Impressionist painters. He alternated between Paris and his studio in Arthabaska in Quebec until returning permanently to Canada. Well recognized in France, he exhibited at the salons of the Société des artistes français and the Société nationale des beaux-arts. His significance in Canada was recognized as early as 1929, with a major retrospective of his work held at the École des beaux-arts in Montreal.

ESTIMATE: \$3,000 ~ 4,000



229

229 MARC~AURÈLE FORTIN

ARCA 1888 ~ 1970

Paysage côtier

oil on board, signed

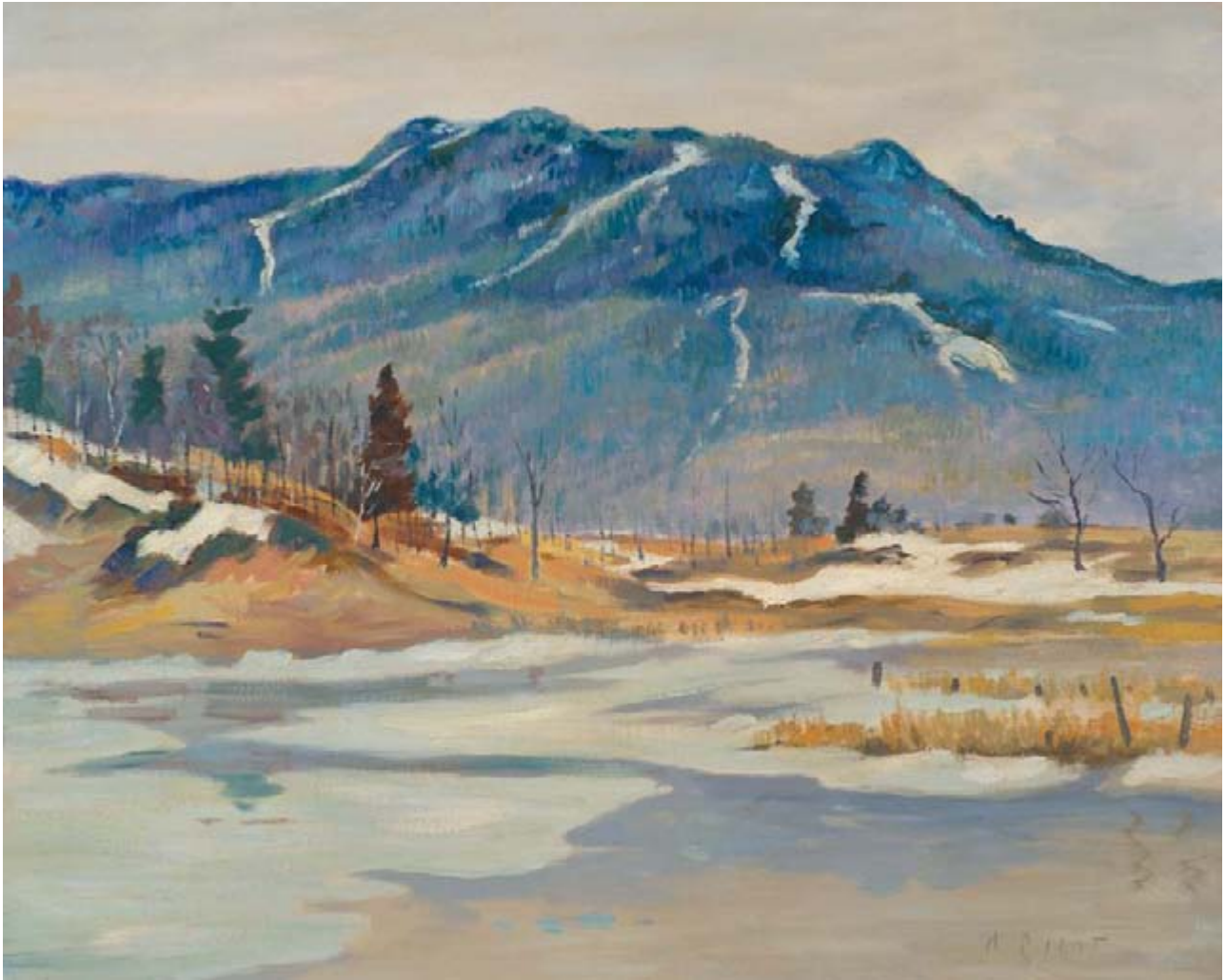
8 7/8 x 12 in, 22.5 x 30.5 cm

PROVENANCE:

Galerie Martal, Montreal

Private Collection, Montreal

ESTIMATE: \$6,000 ~ 8,000



230

230 ROBERT WAKEHAM PILOT

CGP OSA PRCA 1898 ~ 1967

Mont Tremblant

oil on canvas, signed
20 x 24 in, 50.8 x 61 cm

PROVENANCE:

Private Collection, Montreal

Pilot was influenced by the French Impressionists during his studies in Paris from 1920 to 1922, and became one of Canada's most important Impressionist painters. Impressionism had a significant role in the development of modernism in Canadian painting, as Canadian artists studying abroad returned home to rediscover the beauty and uniqueness

of their own country through new eyes and techniques of paint. A growing mood of nationalism was bubbling to the surface, and critics and cultural commentators were expressing a desire for a truly Canadian iconography. The new influences that Pilot discovered in France were reinforced by his association with his stepfather, well-known Canadian Impressionist Maurice Cullen, whom Pilot accompanied on sketching trips. Although Pilot painted abroad in Europe and North Africa, it was the province of Quebec that had his deepest allegiance. Mont Tremblant is in the Laurentians, and Pilot captures the soft ambient light of a high overcast winter's day in the mountains with subtle tonalities in this perceptive work.

ESTIMATE: \$15,000 ~ 20,000



231

- 231 HENRI LEOPOLD MASSON
CGP CSGA CSPWC FCA OSA QMG RCA 1907 ~ 1996

Boy With Boat

oil on canvas, signed and dated 1948

22 x 18 in, 55.9 x 45.7 cm

ESTIMATE: \$5,000 ~ 7,000



232

- 232 LAURA ADELAINÉ LYALL MUNTZ
ARCA OSA 1860 ~ 1930

Sailor Girl

watercolour on paper, signed and dated April 11, 1890

14 x 10 in, 35.6 x 25.4 cm

ESTIMATE: \$6,000 ~ 8,000



233

- 233 ALEXANDER YOUNG (A.Y.) JACKSON
ALC CGP G7 OSA RCA RSA 1882 ~ 1974

Barren Lands, Teshierpi Hills

oil on panel, signed and dated 1959 and on verso
titled and inscribed variously

10 1/2 x 13 1/2 in, 26.7 x 34.3 cm

ESTIMATE: \$15,000 ~ 20,000

Thank you for attending our sale. Please view our *November Online Auction of Fine Canadian Art* at www.heffel.com, closing on Thursday, November 27, 2008. Lots can be independently viewed at one of our galleries in Vancouver, Toronto or Montreal, as specified in our online catalogue.

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Robert and David Heffel with their mother Marjorie, May 2007

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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 Purchaser. These Terms and Conditions of Business shall apply to the sale of the Lot by the Auction House to the Purchaser 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 PROPERTY

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");

2 RESERVE

The reserve is a minimum price for the sale of the Lot, agreed to between the Consignor and the Auction House;

3 KNOCKED DOWN

The conclusion of the sale of the Lot being auctioned by the Auctioneer;

4 EXPENSES

Expenses shall include all costs incurred, directly or indirectly, in relation to the consignment and sale of the Lot;

5 HAMMER PRICE

The price at which the Auctioneer Knocked Down the Lot to the Purchaser;

6 PURCHASER

The person, corporation or other entity or such entity's agent, who bids successfully on the Lot at the auction sale;

7 PURCHASE PRICE

The Purchase Price means the Hammer Price and the Buyer's Premium, applicable Sales Tax and additional charges and Expenses including expenses due from a defaulting Purchaser;

8 BUYER'S PREMIUM

The Auction House rate of the Buyer's Premium is seventeen percent (17%) of the Hammer Price of each Lot;

9 SALES TAX

Sales Tax means the Federal and Provincial sales and excise taxes applicable in the jurisdiction of sale of the Lot;

10 PROCEEDS OF SALE

The net amount due to the Consignor from the Auction House, which shall be the Hammer Price less commission at the Published Rates and Expenses and any other amounts due to the Auction House or associated companies;

11 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 PURCHASER:

1 THE AUCTION HOUSE

The Auction House acts solely as agent for the Consignor, except as otherwise provided herein.

2 THE PURCHASER

- (a) The highest bidder acknowledged by the Auctioneer as the highest bidder at the time the Lot is Knocked Down;
- (b) The Auctioneer has the right, at his sole discretion, to reopen a Lot if he has inadvertently missed a Bid, or if a Bidder immediately at the close of a Lot notifies the Auctioneer of his intent to Bid;
- (c) The Auctioneer shall have the right to regulate and control the bidding and to advance the bids in whatever intervals he considers appropriate for the Lot in question;
- (d) The Auction House shall have absolute discretion in settling any dispute in determining the successful bidder;
- (e) Every bidder shall be deemed to act as principal unless the Auction House has acknowledged in writing prior to the date of the auction, that the bidder is acting as agent on behalf of a disclosed principal and where such agency relationship is acceptable to the Auction House;
- (f) The Purchaser acknowledges that invoices generated during the sale or shortly after may not be error-free, and therefore are subject to review; and,
- (g) Every bidder shall submit a fully completed Registration Form and provide the required information to the Auction House. Every bidder will be assigned a unique paddle number. For online auctions, a password will be created for use in the current and future online sales only. This online registration procedure may require up to twenty-four (24) hours to complete.

3 PURCHASER'S PRICE

The Purchaser shall pay the Purchase Price to the Auction House.

4 SALES TAX EXEMPTION

All or part of the Sales Tax may be exempt in certain circumstances if the Lot is delivered or otherwise removed from the jurisdiction of sale of the Lot. It is the Purchaser's obligation to demonstrate, to the satisfaction of the Auction House, that such delivery or removal results in an exemption from the relevant Sales Tax legislation. Shipments out of the jurisdiction of sale of the Lot(s) shall only be eligible for exemption from Sales Tax if shipped directly from the



Auction House and appropriate delivery documentation is provided, in advance, to the Auction House. All claims for Sales Tax exemption must be made prior to or at the time of payment of the Purchase Price. Sales Tax will not be refunded once the Auction House has released the Lot.

5 PAYMENT OF THE PURCHASE PRICE

- (a) The Purchaser shall:
- (i) Unless he has already done so, provide the Auction House with his name, address and banking or other suitable references as may be required by the Auction House; and,
 - (ii) Payment must be made within seven (7) days from the date of the auction by: a) Bank Wire direct to our account, b) Certified Cheque or Bank Draft, unless otherwise arranged in advance with the Auction House, or c) a cheque accompanied by a current Letter of Credit from the Purchaser's bank which will guarantee the amount of the cheque (release of Lot subject to clearance of cheque). Credit card payments subject to a maximum of \$5,000, if you are providing your credit card details by fax (for purchases in North America only) or to a maximum of \$25,000 if the card is presented in person with valid identification. In all other circumstances, we accept payment by wire transfer.
- (b) Title shall pass, and release and/or delivery of the Lot shall occur, only upon payment of the Purchase Price by the Purchaser to the Auction House.

6 DESCRIPTIONS OF LOT

- (a) All representations or statements made by the Auction House, or in the Consignment Agreement, or in the catalogue or other publication or report, as to the authorship, origin, date, age, size, medium, attribution, genuineness, provenance, condition or estimated selling price of the Lot, are statements of opinion only;
- (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 their 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; and,
- (d) The prospective Purchaser must satisfy himself as to all matters referred to in (a), (b) and (c) of this paragraph by inspection, other investigation or otherwise prior to the sale of the Lot. If the prospective Purchaser 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 Purchaser.

7 PURCHASED LOT

- (a) The Purchaser shall collect the Lot from the Auction House within seven (7) days from the date of the auction sale, after which date the Purchaser shall be responsible for all Expenses until the date the Lot is removed from the offices of the Auction House;
- (b) All packing and handling of the Lot by the Auction House is undertaken solely as a service to the Purchaser, and will only be undertaken at the discretion of the Auction House and at the Purchaser's risk; 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 Purchaser's risk. The Purchaser may arrange insurance coverage through the Auction House at the then prevailing rates and subject to the then existing policy.
- (b) Neither the Auction House nor its employees nor its agents shall be liable for any loss or damage of any kind to the Lot, whether caused by negligence or otherwise, while any Lot is in or under the custody or control of the Auction House.

9 NON-PAYMENT AND FAILURE TO COLLECT LOT(S)

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- (b) To rescind the sale of that or any other Lots sold to the Purchaser;
- (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 Purchaser and any surplus, after Expenses, to be delivered to the Purchaser;
- (d) To store the Lot on the premises of the Auction House or elsewhere, and to release the Lot to the Purchaser only after payment of the full Purchase Price and associated cost to the Auction House;
- (e) To charge interest on the Purchase Price at the rate of five percent (5%) above the Royal Bank of Canada base rate at the time of the auction sale and adjusted month to month thereafter;
- (f) To retain that or any other Lot sold to the Purchaser 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 Purchaser towards settlement of the Purchase Price, and the Auction House shall be entitled to a lien on any other property of the Purchaser which is in the Auction House possession for any purpose; and,
- (h) To apply any payments by the Purchaser to the Auction House towards any sums owing from the Purchaser to the Auction House or to any associated company of the Auction House without regard to any directions of the Purchaser or his agent, whether express or implied.

10 GUARANTEE

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11 ATTENDANCE BY PURCHASER

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

12 EXPORT PERMITS

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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 Purchaser.

C THE CONSIGNOR:

1 THE AUCTION HOUSE

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- (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 Condition C.1.b.(ii) or C.1.b.(iii), the Consignor shall pay a charge to the Auction House, as provided in Condition C.8.

2 WARRANTIES AND INDEMNITIES

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

3 RESERVES

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

**4 COMMISSION AND EXPENSES**

- (a) The Consignor authorizes the Auction House to deduct the Consignor'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 retain the Buyer's Premium;
- (b) The Consignor shall pay and authorizes the Auction House to deduct all Expenses incurred on behalf of the Consignor, together with any Sales Tax thereon; and,
- (c) The charge for illustrating a Lot in the live auction sale catalogue shall be a flat fee paid by the Consignor of \$500 for a large size reproduction and \$275 for a small reproduction, per item in each Lot, together with any Sales Tax chargeable thereon. The Auction House retains all rights to photographic and printing material and the right of reproduction of such photographs. The charge for online digital photography, cataloguing and internet posting is a flat fee of \$100 per Lot.

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 (01.5%) of the greater value of the high estimate value of the Lot or the realized Hammer Price or for the alternative amount as specified in the Consignment Receipt;
- (c) If the Consignor instructs the Auction House not to insure a Lot, it shall at all times remain at the risk of the Consignor who hereby undertakes to:
 - (i) indemnify the Auction House against all claims made or proceedings brought against the Auction House in respect of loss or damage to the Lot of whatever nature, howsoever and wheresoever occurred, and in any circumstances even where negligence is alleged or proven;
 - (ii) reimburse the Auction House for all Expenses incurred by the Auction House. Any payment which the Auction House shall make in respect of such loss or damage or Expenses shall be binding upon the Consignor and shall be accepted by the Consignor as conclusive evidence that the Auction House was liable to make such payment; and,
 - (iii) notify any insurer of the existence of the indemnity contained in these Terms and Conditions of Business;
- (d) The Auction House does not accept responsibility for Lots damaged by changes in atmospheric conditions and the Auction House shall not be liable for such damage nor for any other damage to picture frames or to glass in picture frames; and,
- (e) The value for which a Lot is insured under the Fine Arts Policy of the Auction House in accordance with sub-clause C.4.b above shall be the total amount due to the Consignor in the event of a successful claim being made against the Auction House.

6 PAYMENT OF PROCEEDS OF SALE

- (a) The Auction House shall pay the Proceeds of Sale to the Consignor thirty-five (35) days after the date of sale, if the Auction House has been paid the Purchase Price in full by the Purchaser;
- (b) If the Auction House has not received the Purchase Price from the Purchaser 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 Purchaser; and,
- (c) If before the Purchase Price is paid in full by the Purchaser, 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 Purchaser 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 Purchaser, save that the Auction House shall not be obligated to issue judicial proceedings against the Purchaser 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 Purchaser on such terms as the Auction House shall think fit, to take such steps as are necessary to collect monies from the Purchaser to the Consignor and, if appropriate, to set aside the sale and refund money to the Purchaser.

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, whichever is greater, twenty-five percent (25%) of the high pre-sale estimate or the insured value, together with any applicable Sales Tax and Expenses, is immediately payable to the Auction House, prior to any release of 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. Upon the expiration of such a period, the Auction House shall have the right to sell such Lots by public or private sale and on such terms as it thinks fit and to deduct from the Proceeds of Sale any sum owing to the Auction House or to any associated company of the Auction House including Expenses, before



remitting the balance to the Consignor. If the Consignor cannot be traced, the Auction House shall place the funds in a bank account in the name of the Auction House for the Consignor. In this condition the expression "Proceeds of Sale" shall have the same meaning in relation to a private sale as it has in relation to a sale by auction;

- (b) Lots returned at the Consignor's request shall be returned at the Consignor's risk and expense and will not be insured in transit unless the Auction House is otherwise instructed by the Consignor; and,
- (c) If any Lot is unsold by auction, the Auction House is authorized as the exclusive agent for the Consignor for a period of 90 days following the auction to sell such Lot privately 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 Auction House 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.

10 CONSIGNOR'S SALES TAX STATUS

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

11 PHOTOGRAPHS AND ILLUSTRATIONS

In consideration of the Auction House's services to the Consignor, the Consignor hereby warrants and represents to the Auction House that it has the right to grant to the Auction House, and the Consignor does hereby grant to the Auction House, a 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 default by the Consignor or the Purchaser.
- 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.
- 4 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.
- 5 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.
- 6 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.
- 7 This Agreement shall be governed by and construed in accordance with British Columbia law and the laws of Canada applicable therein and all parties concerned hereby submit to the exclusive jurisdiction of the British Columbia Courts.
- 8 Unless otherwise provided for herein, all monetary amounts referred to herein shall refer to the lawful money of Canada.
- 9 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.

The Purchaser 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 Purchaser and the Consignor and the terms by which the Auction House shall conduct the sale and handle other related matters.

**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 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.

DIMENSIONS

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

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.

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.

ESTIMATE

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

CATALOGUE ABBREVIATIONS AND SYMBOLS:

- P *before Society* indicates President
- A *before Society* indicates Associate Member
- AAM Art Association of Montreal *founded 1860*
- ALC Arts and Letters Club, Vancouver
- ASA Alberta Society of Artists
- BCSFA British Columbia Society of Fine Arts
founded in 1909
- BHHG Beaver Hall Hill Group, Montreal *1920~1922*
- CAC Canadian Art Club
- CGP Canadian Group of Painters *1933~1969*
- CPE Canadian Painters~Etchers' Society
- CSAA Canadian Society of Applied Art
- CSGA Canadian Society of Graphic Artists
founded in 1905
- CSMA Canadian Society of Marine Artists
- CSPWC Canadian Society of Painters in Water Colour
founded in 1926
- FCA Federation of Canadian Artists
- G7 Group of Seven *1920~1933*
- NFAAM Non~Figurative Artists' Association of Montreal
- NSSA Nova Scotia Society of Artists
- OC Order of Canada
- OIP Ontario Institute of Painters
- OSA Ontario Society of Artists *founded 1872*
- P11 Painters Eleven *1953~1960*
- PPCM Pen and Pencil Club, Montreal
- RA Royal Academy
- RAIC Royal Architects Institute of Canada
- RBA Royal Society of British Artists
- RCA Royal Canadian Academy of Arts *founded 1880*
- RPS Royal Photographic Society
- RSA Royal Scottish Academy
- SAP Société des Arts Plastiques
- SC The Studio Club
- SCA Society of Canadian Artists *1867~1872*
- TCC Toronto Camera Club
- Ⓞ Indicates the Heffel Gallery owns an equity interest in the Lot
-  Denotes that additional information on this lot can be found on our website at www.heffel.com



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Please complete our Collector Profile Form to assist us in our ability to offer 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)



SHIPPING FORM FOR PURCHASES

Heffel Fine Art Auction House will arrange to have Property purchased at the auction sale packed, insured and forwarded to the Purchaser at the Purchaser's expense and risk pursuant to the Terms and Conditions of Business set out in the Auction Sale Catalogue. The Purchaser is aware and accepts that Heffel Fine Art Auction House does not operate a professional packing service and shall provide such assistance for the convenience only of the Purchaser. Your signature on this form releases Heffel Fine Art Auction House from any liability that may result from damage sustained by artwork during packing and shipping. All such works are packed at the Purchaser's risk and then transported by a carrier chosen at the discretion of Heffel Fine Art Auction House. Works purchased may be subject to the Cultural Property Import and Export Act of Canada, and compliance with the provisions of the said Act is the sole responsibility of the Purchaser.

Sale Date _____

Please indicate your preferred method of shipping below
All Charges are Collect for Settlement by the Purchaser

SHIPPING OPTIONS

Please have my purchases forwarded by:

[] Air [] Surface or

Consolidated Ground Shipment to (when available):

[] Heffel Montreal [] Heffel Vancouver

CARRIER OF CHOICE

Please have my purchases couriered by:

[] FedEx [] Other _____

Carrier Account Number _____

OPTIONAL INSURANCE

[] YES, please insure my purchases at full sale value while in transit. Heffel's does not insure frames or glass. (Please note: works under glass and some ground shipments cannot be insured while in transit)

[] NO, I do not require insurance for the purchases listed on this form. (I accept full responsibility for any loss or damage to my purchases while in transit)

SHIPPING QUOTATION

[] YES, please send me a quotation for the shipping options selected above.

[] NO shipping quotation necessary, please forward my purchases as indicated above. (Please note: packing charges may apply in addition to shipping charges)

Purchaser's Name as invoiced _____

Shipping Address _____

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Postal Code E-mail Address

Residence Telephone Business Telephone

Fax Cellular Telephone

Credit Card Number Expiry Date

Social Security Number for U.S. Customs (U.S. Residents Only)

LOT NUMBER LOT DESCRIPTION
in numerical order artist

- 1)
2)
3)
4)

AUTHORIZATION FOR COLLECTION

[] My purchase will be collected on my behalf

Individual or company to collect on my behalf _____

Date of collection/pick-up _____

Signed with agreement to the above Date

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ABSENTEE BID FORM

Sale Date

Billing Name

Address

City Province, Country

Postal Code E-mail Address

Daytime Telephone Evening Telephone

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I request Heffel Fine Art Auction House 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 a Buyer's Premium of seventeen percent (17%) of the Hammer Price of each Lot, and applicable GST/HST and PST. I understand that Heffel Fine Art Auction House 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 Fine Art Auction House 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 Fine Art Auction House 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 Fine Art Auction House catalogue.

Signature Date

Date Received ~ for office use only

Confirmed ~ for office use only

Please view our General Bidding Increments found on page 5.

LOT NUMBER	LOT DESCRIPTION	MAXIMUM BID
<i>in numerical order</i>	<i>artist</i>	<i>Hammer Price \$ CAD (excluding Buyer's Premium)</i>

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____
- 6) _____
- 7) _____
- 8) _____

To be sure that bids will be accepted and delivery of lots not delayed, bidders not yet known to Heffel Fine Art Auction House should supply a bank reference. All Absentee Bidders must supply a valid Mastercard or VISA # and expiry date.

MasterCard or VISA # Expiry Date

Name of Bank Branch

Address of Bank

Name of Account Officer Telephone

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Ontario, Canada M5R 2E1
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E-mail: mail@heffel.com; Internet: http://www.heffel.com



INDEX OF ARTISTS BY LOT

A

ANDREWS, SYBIL 101, 102, 103, 104,
105, 106, 107, 108, 109, 110

B

BACK, ADMIRAL SIR GEORGE 148
BANTING, SIR FREDERICK GRANT 189
BEATTY, JOHN WILLIAM 206, 220
BOUCHARD, LORNE HOLLAND 147
BRANDTNER, FRITZ 146

C

CARMICHAEL, FRANKLIN 118, 120
CARR, EMILY 141, 184, 187, 190,
191, 192
CASSON, A.J. 113, 123, 124, 136,
151
COBURN, FREDERICK SIMPSON 160, 161
COLLYER, NORA 167
COONAN, EMILY 149
COSGROVE, STANLEY MOREL 215, 216
CULLEN, MAURICE GALBRAITH 162

D/E/F

DES CLAYES, BERTHE 137
FITZGERALD, L.L. 214
FORTIN, MARC-AURÉLE 172, 175,
199, 200, 201, 229

G

GAGNON, CLARENCE ALPHONSE 168,
169, 170, 173, 196
GRANDMAISON, NICHOLAS DE 140, 142

H/I

HARRIS, LAWREN STEWART 127, 176,
180, 183, 262
HOLGATE, EDWIN HEADLEY 114, 131,
197
HUGHES, EDWARD JOHN (E.J.) 227

J/K

JACKSON, A.Y. 119, 125, 130, 154,
155, 156, 158, 159, 202, 203, 205,
207, 218, 219, 223, 233

JOHNSTON, FRANK HANS 152,
193, 194, 195

KRIEGHOFF, CORNELIUS DAVID 143,
144, 145

L

LA LIBERTÉ 208, 209, 211
LISMER, ARTHUR 111, 112
LITTLE, JOHN 221, 224, 225, 226
LYMAN, JOHN GOODWIN 171

M/N

MACDONALD, J.E.H. 128, 153
MACDONALD, JOCK 121
MASSON, HENRI LEOPOLD 212, 213,
217, 231
MAY, HENRIETTA MABEL 166
MCNICOLL, HELEN GALLOWAY 150
MILNE, DAVID BROWN 133, 135, 157
MORRICE, JAMES WILSON 174
MUNTZ, LAURA ADELAINÉ LYALL 232

O/P/Q

PELLAN, ALFRED 198
PEPPER, KATHLEEN FRANCES DALY 115
PHILLIPS, WALTER JOSEPH (W.J.) 116,
117, 177, 178, 179, 181, 182
PILOT, ROBERT WAKEHAM 163, 204,
230

R

ROBINSON, ALBERT HENRY 164, 165

S

SILVERWARE OF CANADIAN INTEREST 210
SUZOR-COTÉ, MARC-AURÉLE DE FOY
222, 228

T/U/V/W/X/Y/Z

THOMSON, THOMAS JOHN (TOM) 122,
126, 129, 132, 134, 138
VARLEY, FREDERICK HORSMAN 185,
186, 188
VERNER, FREDERICK ARTHUR 139

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