

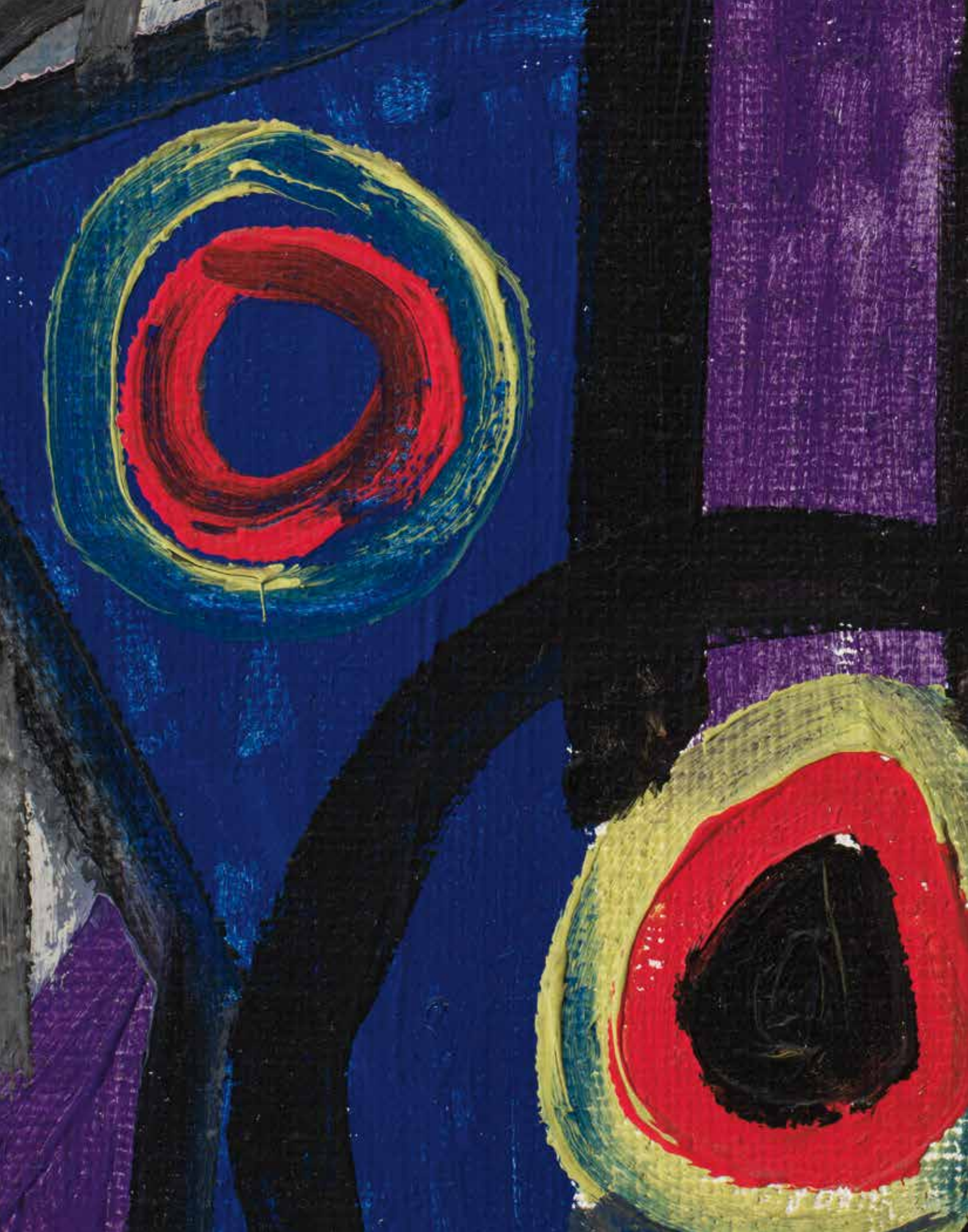
Picasso
13 mai
41

FINE
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Heffel

PABLO PICASSO
FEMME AU CHAPEAU

SALE WEDNESDAY, NOVEMBER 20, 2019 • 7 PM • TORONTO



PABLO PICASSO

FEMME AU CHAPEAU

AUCTION

Wednesday, November 20, 2019

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PREVIEW AND AUCTION LOCATION



Preview and Auction Location

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

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

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

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

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PROPERTY OF A PROMINENT EUROPEAN PRIVATE COLLECTION

φ 136 Pablo Picasso

1881 – 1973 Spanish

Femme au chapeau

oil on canvas, signed and dated 13 juin 41 and on verso dated '41, inscribed *P. Picasso / Tête / 61 x 38* (indistinct) / *5284 / No. 066* (indistinct) on the remnants of a gallery label and numbered *58 / 1660 / 41155* on the stretcher; and with the André Chenue transport label
24 x 14 7/8 in, 61 x 38 cm

PROVENANCE

Collection of the Artist, 1941 – 1956

Galerie Louise Leiris, Paris (Daniel-Henry Kahnweiler)

January 1956

Kootz Gallery, New York, 1956

Anonymous sale, Klipstein & Kornfeld, Bern, Switzerland,
1962, lot 949

Heinz Berggruen, Paris, 1962

Collection Pierina de Gavardie, Paris, 1962

Sold sale of *Impressionist and Modern Art Evening Sale*,
Christie's London, June 25, 2002, lot 18

A Prominent European Private Collection

LITERATURE

Pablo Picasso, Note manuscrite de Picasso, Archives Succession

Pablo Picasso, January 11, 1956, written request asking Jaime Sabartés, Picasso's personal secretary / administrator, to issue a list of 10 paintings, this painting listed as *Femme au chapeau* (*La Tête de 1941*), at Kahnweiler's "for Kootz"

Kootz Gallery records, 1923 – 1966, Series 3: Artists Photograph Files, Archives of American Art, Smithsonian Institution, Washington, DC, <https://www.aaa.si.edu/collections/kootz-gallery-records-9163>, accessed September 9, 2019

Kootz Gallery, *Picasso: First Showing in America, Paintings and Sculptures*, 1956, titled as *Tête*, reproduced, unpaginated Samuel Kootz to Pablo Picasso, letter dated March 19, 1956, identifying *Femme au chapeau* (*la Tête de 1941*), (Zervos, vol. 11, no. 189, illustrated page 79) as sold, Picasso Museum Archives, Paris

Christian Zervos, editor, *Pablo Picasso*, vol. 11, *Oeuvres de 1940 et 1941*, 1960, #189, reproduced full page on page 79

Picasso Project, *Picasso's Paintings, Watercolors, Drawings and Sculpture: A Comprehensive Illustrated Catalogue, 1885–1973, Nazi Occupation 1940–1944*, 1999, #41-082, reproduced page 35

Anne Baldassari, *Picasso: Life with Dora Maar, Love and War, 1935–1945*, 2006, page 248 and reproduced full page, #126, page 227

Jean-Louis Andral et al., *Picasso in the Nahmad Collection*, Grimaldi Forum Monaco, 2013, listed page 166 and reproduced page 167

EXHIBITED

Kootz Gallery, New York, *Picasso: First Showing in America, Paintings and Sculptures*, March 12 – April 7, 1956

Grimaldi Forum Monaco, *Picasso in the Nahmad Collection*, July 12 – September 15, 2013



Portrait of Dora Maar with Cigarette Holder, 1946

Photo: Izis Bidermanas, © Louise Izis

Courtesy of RMN–Grand Palais (Musée national Picasso–Paris)/Art Resource, New York

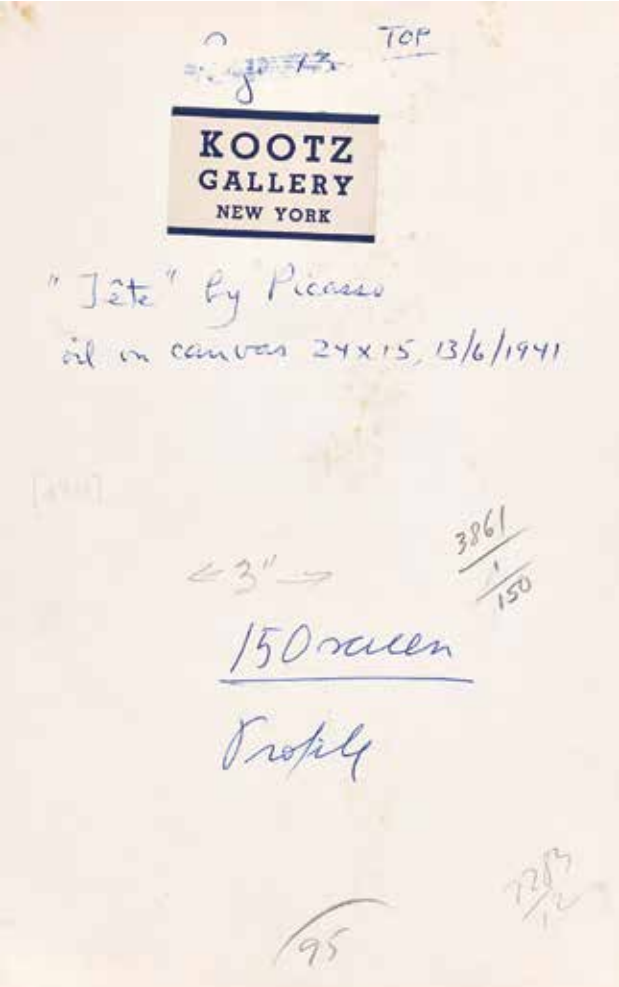
ESSAY BY JEAN-LOUIS ANDRAL TRANSLATED FROM THE ORIGINAL FRENCH TEXT

THE THEMES PABLO PICASSO tackled during his long creative period were always closely linked to his own life:¹ familiar decorative elements from his studios, figures with whom he was able to develop intellectual or emotional ties. "None of these subjects—derived from his lived experience or related to a more or less imaginary existence—" writes Michel Leiris, "failed to nurture a clear connection to the body or heart of the artist, to situate themselves in strict fashion in relation to his biography. His intimacy with the things he painted was so significant that it was as if their lives continued in parallel with his and as if, far from staying in place like mile markers one passes and leaves behind, they continued to escort him on his journey, rubbing against him, intertwining with him, and transforming into numerous avatars."² Hence the many portraits of *femmes dans un fauteuil* (women in an armchair) by the Malagueño, who successively had as models—confining ourselves to the artist's companions—Fernande Olivier, Eva Gouel, Olga Khokhlova, Marie-Thérèse Walter, Dora Maar, and Françoise Gilot, before Jacqueline Roque



A photograph of Pablo Picasso's *Femme au chapeau* (*Tête*), 1956
Courtesy of Archives of American Art, Smithsonian Institution, Washington, D.C.
Kootz Gallery records, 1923 – 1966
Box 1, folder 55: Picasso, Pablo, artwork, circa 1940 – 1949

in turn rounded off the list of the artist’s muses who were particularly fond of this pose, often used by Paul Cézanne before him, as it permits a sort of objectification of the woman, set between the back and armrests as in a display case, allowing for a continued renewal of the figure’s relationship to the space. To Françoise Gilot, who was surprised that in these works, “the model is so often caught between austere vertical and parallel lines, aggressive armchairs reminiscent of straightjackets or coffins,” Picasso responds that the latter were “necessary; they are the architectural structures that stabilize the composition. Is it not natural for the model to sit while posing for the painter?”³ So the armchair is there for the naturalness of the pose in these paintings, which must be considered as in so many other portraits. And the seat is necessary, Picasso adds, “due to the laws of gravity. Bodies are not suspended in the air. They must be standing, sitting, or lying



Verso photograph of Pablo Picasso's *Femme au chapeau* (*Tête*), 1956
Courtesy of Archives of American Art, Smithsonian Institution, Washington, D.C.
Kootz Gallery records, 1923 – 1966
Box 1, folder 55: Picasso, Pablo, artwork, circa 1940 – 1949

down. I therefore have recourse to supports to satisfy the intimate logic of the pose.”⁴
The notable Dora Maar, whom the artist met at the end of 1935 or beginning of 1936, gradually finds herself in this theme of the seated figure framed in a bust that, as Maurice Jardot notes, takes on “obsessional importance, just before and during the war,” in Picasso’s work. And, he continues, “these seated women and these busts of women that abound under the occupation owe their indisputable aggressiveness to the fact that, in the best examples, a prodigiously reinvented head, sometimes subtly shaped and coloured, appears on a body represented in a manner acceptable to everyone. And the larger this discrepancy, the stronger the aggressiveness.”⁵ In Paris, on June 13, 1941, Picasso finished a 61 × 38 cm portrait of Dora Maar sitting in an armchair, the most recent in a string of others completed in previous years.

Here she is seated in a white armchair that is more comfortable than the metal one, found in the painter’s studio and on which the same model sits in other portraits of that time. This continuity in furniture and clothing from one painting to another is quite characteristic of the art of Picasso, who, to enrich his variations on a theme—and that of the woman in an armchair is no exception—often makes use, as a composer does, of previously played melodic lines, but using them in a completely different harmonic setting, always finding new formal and chromatic solutions. Hence, for example, the blue corsage worn here by Dora Maar, which we find on the *Femme au corsage bleu* belonging to the Nahmad Collection, and in other paintings from the same year, 1941.⁶ In this series of depictions of women, to punctuate the painting and enliven the upper portion, he often makes use of a then very fashionable accessory, the hat. Indeed, one could devote an entire study to the classification of feminine head coverings present in Picasso’s works. Hence, in our painting, this pretty tricorne that returns at times adorned with a feather and with which he crowns Dora Maar at least three times between June and July 1941.⁷

This extraordinary portrait, with its brutal manner and subtle irony, is particularly representative of those “pathetic, hallucinatory figures”⁸ of women during the occupation that Christian Zervos describes as “monsters.”

We thank Jean-Louis Andral, art historian, critic and chief curator and director of the Picasso Museum in Antibes, for contributing the above essay. This text is a free adaptation of his essay “La femme assise,” which appeared in *Picasso dans la collection Nahmad*, Grimaldi Forum Monaco, 2013, pages 143 to 157.

1. “I paint the way some people write their autobiography,” quoted in Françoise Gilot and Carlton Lake, *Life with Picasso* (New York: McGraw-Hill, 1964), 123.
2. Michel Leiris, *Hommage à Pablo Picasso* (Paris: Grand Palais, 1966), exhibition catalogue, 11.
3. Françoise Gilot, *Matisse et Picasso* (Paris: Éditions Robert Laffont, 1991; Bibliothèque 10/18, 2006), 167. Citations refer to the 10/18 edition.
4. Pablo Picasso, quoted in *ibid.*, 170.
5. Maurice Jardot, *Picasso, peintures 1900 – 1955* (Paris: Musée des Arts Décoratifs, 1955), exhibition catalogue, no. 98.
6. *Femme assise dans un fauteuil*, 1941, oil on canvas, 130 × 97 cm, and *Femme assise dans un fauteuil*, 5 October 1941, oil on canvas, 116 × 89 cm, in Christian Zervos, ed., *Pablo Picasso*, vol. 11, *Oeuvres de 1940 et 1941* (Paris: Éditions Cahiers d’Art, 1960), 283, 321.
7. *Femme dans un fauteuil*, 19 June 1941, 139 × 97 cm; *Femme dans un fauteuil*, 19 June 1941, oil on canvas, 100 × 81 cm; and *Femme dans un fauteuil*, oil on canvas, 92 × 73 cm, in *ibid.*, 191, 192, 193. Latter work dated from 25 July 1941, MoMA, New York. Number 1v from the catalogue of the exhibition presented at Galerie Louis Carré from June 14 to July 14, 1956, the latter canvas is dated there from 25 June 1941, which brings it closer in the logic of creation to his two earlier works of 19 June.
8. Zervos, *Pablo Picasso*, vol. 10, *Oeuvres de 1939 et 1940* (Paris: Éditions Cahiers d’Art, 1959), xii.



Pablo Picasso's *Femme au chapeau*, exhibited at the Kootz Gallery, New York, March 12 – April 7, 1956
Courtesy of Archives of American Art, Smithsonian Institution, Washington, D.C.
Kootz Gallery records, 1923 – 1966
Box 1, folder 52: Picasso, Pablo, circa 1947 – 1965

What do you think an artist is? ...He is a political being, constantly aware of the heartbreaking, passionate or delightful things that happen in the world, shaping himself completely in their image. No, painting is not done to decorate apartments. It is an instrument of war ...
—PABLO PICASSO, 1945

ESSAY BY ROSALIN TE OMRA AND DAVID HEFFEL

DORA MAAR WAS a photographer and painter living in Paris when she met Pablo Picasso in 1935 / 1936 at the café Les Deux Magots, and by 1937 she had become one of his important muses. A serious and sensitive, high-strung dark-haired beauty, she was described as follows by James Lord: “Her gaze possessed remarkable radiance but could also be very hard. I observed that she was beautiful, with a strong, straight nose, perfect scarlet lips, the chin firm, the jaw a trifle heavy and the more forceful for being so, rich chestnut hair drawn smoothly back, and eyelashes like the furred antennae of moths.”¹
Not only was she visually compelling to Picasso and thus a great model, she was intelligent, creative and part of the Paris avant-garde artistic community. She was involved with the exhibitions and causes of the Surrealists—for example, in 1934 she joined with André Breton and Paul Éluard in signing a call to arms organized by the Comité de vigilance des intellectuels antifascistes (Committee of Antifascist Intellectuals) against the extreme right. Picasso perceived that Maar was melancholic, with a Kafkaesque personality, and he found in this emotion a



Adrienne Fidelin, Marie Cuttoli, Man Ray, Paul Cuttoli, Pablo Picasso and Dora Maar (the dress Maar is wearing here bears a resemblance to the dress she is wearing in *Femme au chapeau*), Antibes, 1937
 Photo: © Man Ray 2015 Trust / Artists Rights Society (ARS), NY / ADAGP, Paris
 Courtesy of Centre Pompidou, MNAM–CCI / Art Resource, New York

powerful subject for his work. He often depicted her in a state of grief, as in his famous *Weeping Woman* series.

Picasso began to work on sketches for his masterpiece anti-war painting *Guernica* on May 1, 1937, and from May to June, Maar went to his studio in the Rue des Grands-Augustins to photograph the metamorphosis of this image. Anne Baldassari notes that in *Guernica*, “the person bearing the torch, the light, the spotlight, Dora herself, the photographer, is one of the dominant figures in the painting.”² In *Femme au chapeau*, the suffering figure of Maar embodied the anxieties present in Paris in 1941. At that time, tremendous pressure was being exerted on the art community by the Nazis through the Vichy government. Artists were fleeing the country, and Picasso’s dealer, Daniel-Henry Kahnweiler, had been forced to sell his gallery to his stepdaughter, and the gallery then became Galerie Louise Leiris.³ However, Picasso was determined to stay in Paris, although his situation was precarious. He had been classified by the Nazis as a degenerate artist; they had forbidden anyone to exhibit his work and frequently made searches of his studio. Picasso drew on his life in his work, and when he looked back on his paintings of Maar, he realized that she had become for him the personification of the war. Her image, which he reinterpreted countless times in his paintings between

1937 and 1944, embodied all of the complicated and conflicting emotions of his existence in the midst of occupied Paris. *Femme au chapeau* is a masterful work from this turbulent and intense period.

Samuel Kootz and Galerie Louise Leiris / Daniel-Henry Kahnweiler

DANIEL-HENRY KAHNWEILER WAS already Picasso’s dealer in Paris when the New York dealer Samuel Kootz of Kootz Gallery approached Picasso in Paris in 1946. Picasso was struggling with Kahnweiler over raising his prices in war-torn Europe, and Kootz, who had been dealing in the works of avant-garde American painters such as Adolph Gottlieb and Robert Motherwell, wanted Picasso’s works to lend support to the American painters he was handling and was prepared to pay his prices. Picasso played with both dealers to get what he wanted, finally allowing Kootz to pick out some key paintings, including a painting of Dora Maar.

After he finally sold works to Kootz, Picasso taunted Kahnweiler about it, causing him to begin buying his works again, at the price he asked for. Although he agreed not to sell to any other dealer than Kahnweiler, Picasso, as Françoise Gilot related,



Picasso creating a statuette in the Grands-Augustins workshop, Paris, circa 1941
 Photo: Dora Maar, © 2019 Artists Rights Society (ARS), New York / ADAGP, Paris
 Picasso artwork © 2019 Estate of Pablo Picasso / Artists Rights Society (ARS), New York
 Courtesy RMN-Grand Palais (Musée national Picasso–Paris) / Art Resource, New York



Picasso and a plaster bust of Dora Maar in the Grands-Augustins workshop, Paris, 1941
 Photo: Dora Maar, © 2019 Artists Rights Society (ARS), New York / ADAGP, Paris
 Picasso artwork © 2019 Estate of Pablo Picasso / Artists Rights Society (ARS), New York
 Courtesy RMN-Grand Palais (Musée national Picasso–Paris) / Art Resource, New York

“had grown rather fond of Kootz” and would direct him to pick up works from Kahnweiler and sometimes directly sent him works.⁴ Picasso delighted in such competition, which of course resulted in his exerting greater control of his market.

In 1956, Kootz mounted the exhibition *Picasso: First Showing in America, Paintings and Sculptures* at his gallery on Madison Avenue in New York. *Femme au chapeau*, titled *Tête* and reproduced full page in the catalogue, was one of only 11 paintings and two sculptures in this important exhibition.

The Provenance History

FEMME AU CHAPEAU has a distinguished provenance. After its appearance at the Galerie Louise Leiris in Paris and Kootz Gallery in New York, it was presented for sale at the Swiss auction house Klipstein & Kornfeld (and reproduced on the sale catalogue cover), where it was acquired by the Paris merchant collector Heinz Berggruen. It then was acquired in 1962 by Pierina de Gavardie, an employee of Berggruen’s. De Gavardie was born in Italy but had moved to Paris in the 1930s to work with her uncle, who was a tailor. Among her uncle’s clients were many of the most influential artists and dealers of the Parisian art world,

and she became an art dealer herself before coming to work with Berggruen in the 1950s. Works from her estate sold at Christie’s London in June 2002, a sale which included major works by Picasso, Claude Monet, Max Ernst and Joan Miró, as well as a 1951 masterwork, *Composition*, by Jean Paul Riopelle.

1. James Lord, *Picasso and Dora: A Personal Memoir* (London: Orion, 1993), 31.
2. Anne Baldassari, *Picasso: Life with Dora Maar, Love and War, 1935–1945* (Paris: Flammarion, 2006), 172.
3. Steven A. Nash, ed., *Picasso and the War Years, 1937–1945*, (London: Thames & Hudson; San Francisco: Fine Arts Museums of San Francisco, 1998) detailing Louise Leiris acquiring Kahnweiler’s gallery, then known as Galerie Simon, in July 1941, and renaming it to Galerie Louise Leiris, 216.
4. Françoise Gilot and Carlton Lake, *Life with Picasso* (New York: McGraw-Hill, 1964), 182.



ORIGINAL FRENCH ESSAY BY JEAN-LOUIS ANDRAL

TOUS LES THÈMES traités par Pablo Picasso durant sa longue activité créatrice ont toujours été étroitement liés à sa propre vie,¹ éléments familiers du décor de ses ateliers, personnalités avec lesquelles il avait pu développer des liens intellectuels ou affectifs. « Aucun de ces sujets—extraits de l’existence telle qu’il l’a concrètement vécue ou relevant d’une existence plus ou moins imaginaire— » écrit ainsi Michel Leiris, « qui n’entretienne avec le corps ou le cœur de l’artiste une relation précise et ne puisse être situé d’une façon rigoureuse par rapport à sa biographie, l’intimité étant si grande de lui à de telles choses qu’il a peintes que tout se passe comme si leur vie se poursuivait corrélativement à la sienne et comme si, loin de rester posées comme des jalons à quoi l’on ne touche plus, elles continuaient de lui faire escorte, se coudoyant, s’entremêlant et subissant de nombreux avatars. »² Ainsi des nombreux portraits de « femmes dans un fauteuil » du Malaguène qui ont eu successivement pour modèles - pour s’en tenir aux seules compagnes de l’artiste—, Fernande Olivier, Eva Gouel, Olga Khokhlova, Marie-Thérèse Walter, Dora Maar et Françoise Gilot, avant que Jacqueline Roque à son tour ne vienne clore la liste des muses inspiratrices de l’artiste qui affectionnait particulièrement cette pose, traitée souvent avant lui par Paul Cézanne, en ce qu’elle permet une sorte d’objectivation de la femme, enchâssée entre le dossier et les accoudoirs, comme sur un présentoir permettant de toujours renouveler le rapport à l’espace de la figure. A Françoise Gilot qui s’étonnait que, dans ces œuvres, « le modèle est si souvent coincé entre les lignes austères, verticales et parallèles, de fauteuils agressifs qui rappellent des camises de force ou des cercueils », Picasso répondait que ces dernières étaient « nécessaires, ce sont des étais architectoniques visant à stabiliser la composition. N’est-il pas naturel pour le modèle de s’asseoir pendant qu’il pose pour le peintre ? »³ Le fauteuil est donc bien là pour le naturel de la pose avec ces tableaux qu’il faut ainsi considérer comme autant de portraits. Et le siège est nécessaire, ajoute Picasso, « à cause des lois de la gravité, les corps ne sont pas suspendus dans l’air. Ils doivent être debout, assis ou allongés, j’ai donc recours à des supports pour satisfaire à la logique intime de la pose. »⁴

La personnalité de Dora Maar, rencontrée en fin 1935 ou début 1936, va peu à peu se retrouver dans ce thème du personnage assis, cadré en buste, qui prend dans l’œuvre de Picasso, comme le notait Maurice Jardot, « une importance obsessionnelle, peu avant et pendant la guerre. » Et, poursuit-il, « ces femmes assises et ces bustes de femmes qui foisonnent sous l’occupation, doivent leur indiscutable agressivité au fait que, dans les meilleurs exemples, une tête prodigieusement réinventée, parfois subtilement modelée et colorée, apparaît sur un corps signifié de façon admissible pour tous. Et l’agressivité est d’autant plus forte que ce décalage est plus grand. »⁵ Le 13 juin 1941, Picasso réalise à Paris un portrait de 61 par 38 cm de Dora Maar assise dans un fauteuil, qui fait suite à plusieurs autres exécutés les années précédentes. Ici elle est assise dans un fauteuil blanc plus confortable que le fauteuil en métal, présent dans l’atelier du peintre et sur lequel le même modèle est assise dans d’autres portraits contemporains. Cette permanence des éléments mobiliers ou vestimentaires d’un tableau à l’autre est très caractéristique de l’art de Picasso

qui, pour enrichir ses variations sur un thème—et celui de la femme dans un fauteuil n’échappe pas à la règle—a souvent recours, comme un compositeur, à des lignes mélodiques déjà utilisées, mais dans un environnement harmonique totalement différent, trouvant toujours de nouvelles solutions chromatiques et formelles. Ainsi par exemple du corsage bleu que porte ici Dora Maar, que l’on retrouve aussi sur la *Femme au corsage bleu* appartenant la collection Nahmad, ainsi que dans d’autres tableaux de la même année 1941.⁶ Dans la série de ces représentations de femmes, pour rythmer la peinture et la dynamiser dans sa partie supérieure, il a souvent recours à un accessoire vestimentaire alors très à la mode, le chapeau. On pourrait d’ailleurs consacrer toute une étude à la typologie des couvre-chefs féminins présents dans l’œuvre de Picasso. Ainsi, dans le tableau qui nous occupe, ce joli tricorne qui revient parfois orné d’une plume, et dont il coiffe au moins à trois reprises Dora Maar entre juin et juillet 1941.⁷

Ce très extraordinaire portrait, à la manière brutale et à l’ironie subtile, est particulièrement représentatif de ces « figures hallucinantes et pathétiques »⁸ de femmes pendant l’occupation que Christian Zervos qualifiait de « monstres ».

Nous remercions Jean-Louis Andral, historien de l’art, critique, conservateur en chef et directeur du Musée Picasso à Antibes, pour sa contribution du texte ci-dessus.

Ce texte est une libre adaptation de l’essai « La femme assise », du même auteur, paru dans l’ouvrage *Picasso dans la collection Nahmad*, Grimaldi Forum Monaco, 2013.

1. « Je peins comme d’autres écrivent leur autobiographie. », in Françoise Gilot et Carlton Lake, *Vivre avec Picasso*, Calmann-Lévy, Paris, 1965, p.116.
2. Michel Leiris, in catalogue « Hommage à Pablo Picasso », Grand Palais, Paris, novembre 1966, février 1967, p.11.
3. Françoise Gilot, *Matisse et Picasso*, Robert Laffont, 1991, Bibliothèque 10/18, p.167.
4. Françoise Gilot, Ibid, p.170.
5. Maurice Jardot, in catalogue de l’exposition « Picasso, peintures 1900 - 1955 », musée des Arts Décoratifs, Paris, juin - octobre 1955, notice du numéro 98.
6. *Femme assise dans un fauteuil*, 1941, huile sur toile, 130 x 97 cm, Z. XI, 283 et *Femme assise dans un fauteuil*, 5 octobre 1941, huile sur toile, 116 x 89 cm, Z. XI, 321.
7. *Femme dans un fauteuil*, 19 juin 1941, 139 x 97 cm, Z. XI, 191, *Femme dans un fauteuil*, 19 juin 1941, huile sur toile, 100 x 81 cm, Z. XI, 192, *Femme dans un fauteuil*, huile sur toile, 92 x 73 cm, datée dans Z. XI, 193, du 25 juillet 1941, MOMA, New York. Numéro IV du catalogue de l’exposition présentée à la galerie Louis Carré du 14 juin au 14 juillet 1956, cette dernière toile y est datée du 25 juin 1941, ce qui la rapproche dans la logique de création de ses deux aînées du 19 juin.
8. Z. X, p. XII.

ESTIMATE: \$8,000,000 – 10,000,000
\$6,000,000 – 8,000,000 US

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TERMS AND CONDITIONS OF BUSINESS

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

A. DEFINED TERMS

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

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

- b)** The Auctioneer has the right, at their sole discretion, to reopen a Lot if they have inadvertently missed a Bid, or if a Registered Bidder, immediately at the close of a Lot, notifies the Auctioneer of their intent to Bid;
 - c)** The Auctioneer shall have the right to regulate and control the bidding and to advance the bids in whatever intervals they consider appropriate for the Lot in question;
 - d)** The Auction House shall have absolute discretion in settling any dispute in determining the successful bidder;
 - e)** The Buyer acknowledges that invoices generated during the sale or shortly after may not be error free, and therefore are subject to review;
 - f)** Every Registered Bidder shall be deemed to act as principal unless the Auction House has acknowledged in writing at least twenty-four (24) hours prior to the date of the auction that the Registered Bidder is acting as an agent on behalf of a disclosed principal and such agency relationship is acceptable to the Auction House;
 - g)** Every Registered Bidder shall fully complete the registration process and provide the required information 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. 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;
 - h)** Every Registered Bidder acknowledges that once a bid is made with their Paddle, or Paddle and password, as the case may be, it may not be withdrawn without the consent of the Auctioneer, who, in their sole discretion, may refuse such consent; and
 - i)** Every Registered Bidder agrees that if a Lot is Knocked Down on their bid, they are bound to purchase the Lot for the Purchase Price.

- 3. Buyer's Price**
The Buyer shall pay the Purchase Price (inclusive of the Buyer's Premium) and applicable Sales Tax to the Auction House. The Buyer acknowledges and agrees that the Auction House may also receive a Seller's Commission.
- 4. Sales Tax Exemption**
All or part of the Sales Tax may be exempt in certain circumstances if the Lot is delivered outside of the jurisdiction of sale of the Lot. It is the Buyer's obligation to demonstrate, to the satisfaction of the Auction House, that such delivery or removal results in an exemption from the relevant Sales Tax legislation. Shipments out of the jurisdiction of sale of the Lot(s) shall only be eligible for exemption from Sales Tax if shipped directly from the Auction House with shipping contracted by the Auction House. All claims for Sales Tax exemption must be made prior to or at the time of payment of the Purchase Price. Sales Tax will not be refunded once the Auction House has released the Lot. The Buyer agrees and shall fully indemnify the Auction House for any amount claimed by any taxing authority due as Sales Tax upon the sale of the Lot, including any related costs, legal fees, interest and penalties.

- 5. Payment of the Purchase Price**
 - a)** The Buyer shall:
 - (i)** unless they have already done so, provide the Auction House with their name, address and banking or other suitable references as may be required by the Auction House; and
 - (ii)** make payment by 4:30 p.m. on the seventh (7th) day following the auction by: a) Bank Wire direct to the Auction House's account, b) Certified Cheque or Bank Draft, c) a Personal or Corporate Cheque, d) Debit Card and Credit Card only by VISA, MasterCard or Union Pay or e) Interac e-Transfer. Bank Wire payments should be made to the Royal Bank of Canada as per the account transit details provided on the invoice. All Certified Cheques, Bank Drafts and Personal or Corporate Cheques must be verified and cleared by the Auction House's bank prior to all purchases being released. Credit Card payments are subject to our acceptance and approval and to a maximum of \$5,000 if the Buyer is providing their Credit Card details by fax or to a maximum of \$25,000 per Lot purchased if paying online or if the Credit Card is presented in person with valid identification. The Buyer is limited to two e-Transfers per Lot and up to a maximum of \$10,000 per e-Transfer as per the instructions provided on the invoice. In all circumstances, the Auction House prefers payment by Bank Wire.
 - b)** Title shall pass, and release and/or delivery of the Lot shall occur, only upon payment of the Purchase Price by the Buyer and receipt of cleared funds by the Auction House.
- 6. Descriptions of Lot**
 - a)** All representations or statements made by the Auction House, or in the Consignment Agreement, or in the catalogue or other publication or report as to the authorship, origin, date, age, size, medium, attribution, genuineness, provenance, condition or estimated selling price of the Lot are statements of opinion only. The Buyer agrees that the Auction House shall not be liable for any errors or omissions in the catalogue or any supplementary material produced by the Auction House;
 - b)** All photographic representations and other illustrations presented in the catalogue are solely for guidance and are not to be relied upon in terms of tone or colour or necessarily to reveal any imperfections in the Lot;
 - c)** Many Lots are of an age or nature which precludes them from being in pristine condition. Some descriptions in the catalogue or given by way of condition report make reference to damage and/or restoration. Such information is given for guidance only and the absence of such a reference does not imply that a Lot is free from defects, nor does any reference to particular defects imply the absence of others;
 - d)** The prospective Buyer must satisfy themselves as to all matters referred to in a), b) and c) of this paragraph by inspection, other investigation or otherwise prior to the sale of the Lot. The Buyer acknowledges that the Buyer has not relied on the Auction House, its statements or descriptions in regard to determining whether or not to purchase a Lot. The Buyer understands it is incumbent upon the Buyer to inspect the Lot and hire any necessary experts to make the determination as to the nature, authenticity, quality and condition of any Lot. If the prospective Buyer is unable to personally view any

- Lot, the Auction House may, upon request, e-mail or fax a condition report describing the Lot to the prospective Buyer. Although the Auction House takes great care in executing such condition reports in both written and verbal format, condition reports are only matters of opinion, are non-exhaustive, and the Buyer agrees that the Auction House shall not be held responsible for any errors or omissions contained within. The Buyer shall be responsible for ascertaining the condition of the Lot; and
- e) The Auction House makes no representations or warranties to the Buyer that the Buyer of a Lot will acquire any copyright or other reproduction right in any purchased Lot.

7. Purchased Lot

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

8. Risk

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

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

- If the Buyer fails either to pay for or to take away any Lot by 4:30 p.m. on the seventh (7th) day following the date of the auction sale, the Auction House may in its absolute discretion be entitled to one or more of the following remedies without providing further notice to the Buyer and without prejudice to any other rights or remedies that the Auction House or the Consignor may have:
- a) To issue judicial proceedings against the Buyer for damages for breach of contract together with the costs of such proceedings on a full indemnity basis;
- b) To rescind the sale of that or any other Lot(s) sold to the Buyer;
- c) To resell the Lot or cause it to be resold by public or private sale, or by way of live or online auction, with any deficiency to

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

10. No Warranty

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

11. Attendance by Buyer

- a) Prospective Buyers are advised to inspect the Lot(s) before the sale, and to satisfy themselves as to the description, attribution and condition of each Lot. The Auction House will arrange suitable viewing conditions during the preview preceding the sale, or by private appointment;
- b) Prospective Buyers 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 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, if appropriately instructed by telephone, on behalf of the prospective Buyer, and the prospective Buyer hereby agrees that neither the Auction House nor its employees nor agents shall be liable to either the Buyer or the Consignor for any neglect or default in making such a bid.

12. Export Permits

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

C. THE CONSIGNOR

1. The Auction House

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

2. Warranties and Indemnities

- a) The Consignor warrants to the Auction House and to the Buyer that the Consignor has and shall be able to deliver unencumbered title to the Lot, free and clear of all claims. You, as the Consignor, are the owner of the Lot or a joint owner of the Lot acting with the express permission of all of the other co-owners, or, if you are not the owner of the Lot:
- (i) You have the permission of the owners to sell the property under the terms of this Agreement and the Buyer's Agreement;
- (ii) You will disclose to the owner(s) all material facts in relation to the sale of the Lot;
- (iii) You are irrevocably authorized to receive the proceeds of sale on behalf of the owner(s) of the Lot;
- (iv) You have or will obtain the consent of the owner(s) before you deduct any commission, costs or other amounts from the proceeds of sale you receive from the Auction House;
- (v) You have conducted appropriate customer due diligence on the owner(s) of the Lot in accordance with any and all

applicable anti-money laundering and sanctions laws, consent to us relying on this due diligence and will retain for a period of not less than five (5) years the documentation and records evidencing the due diligence;

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

3. Reserves

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

4. Commission and Expenses

- a) The Consignor authorizes the Auction House to deduct the Seller's Commission and Expenses from the Hammer Price and, notwithstanding that the Auction House is the Consignor's agent, acknowledges that the Auction House shall charge and retain the Buyer's Premium;
- b) The Consignor shall pay and authorizes the Auction House to deduct all Expenses incurred on behalf of the Consignor, together with any Sales Tax thereon including but not limited to:
- (i) the costs of packing the Lot and transporting it to the Auction House, including any customs, export or import duties and charges;

- (ii) if the Lot is unsold, the costs of packing it and returning it to the Consignor, including any customs, export or import duties and charges;
- (iii) the costs of any restoration to the Lot that has been agreed by the Consignor in advance;
- (iv) the costs of any framing and/or unframing, and any mounting, unmounting and/or remounting, if applicable for the Lot;
- (v) the costs of any third-party expert opinions or certificates that the Auction House believes are appropriate for the Lot;
- (vi) the costs of any physically non-invasive tests or analyses that the Auction House believes need to be carried out to decide the quality of the Lot, its artist or that it is authentic; and
- (vii) the costs of photographing the Lots for use in the catalogue and/or promoting the sale of the Lot or auction.
- c) The Auction House retains all rights to photographic and printing material and the right of reproduction of such photographs.

5. Insurance

- a) Lots are only covered by insurance under the Fine Arts Insurance Policy of the Auction House if the Consignor so authorizes;
- b) The rate of insurance premium payable by the Consignor is \$15 per \$1,000 (1.5%) of the greater value of the high estimate value of the Lot or the realized Hammer Price or for the alternative amount as specified in the Consignment Receipt;
- c) If the Consignor instructs the Auction House not to insure a Lot, THE AUCTION HOUSE SHALL HAVE NO LIABILITY OF ANY KIND FOR ANY LOSS, THEFT, DAMAGE, DIMINISHED VALUE TO THE LOT WHILE IN ITS CARE, CUSTODY OR CONTROL, and the Lot shall at all times remain at the risk of the Consignor, who hereby undertakes to:
 - (i) indemnify the Auction House against all claims made or proceedings brought against the Auction House in respect of loss or damage to the Lot of whatever nature, howsoever and wheresoever occurred, and in any circumstances even where negligence is alleged or proven;
 - (ii) reimburse the Auction House for all Expenses incurred by the Auction House. Any payment which the Auction House shall make in respect of such loss or damage or Expenses shall be binding upon the Consignor and shall be accepted by the Consignor as conclusive evidence that the Auction House was liable to make such payment; and
 - (iii) notify any insurer of the existence of the indemnity contained in these Terms and Conditions of Business.
- d) The Auction House does not accept responsibility for Lots damaged by changes in atmospheric conditions and the Auction House shall not be liable for such damage nor for any other damage to picture frames or to glass in picture frames; and
- e) The value for which a Lot is insured under the Fine Arts Insurance Policy of the Auction House in accordance with Condition C.5.b above shall be the total amount due to the Consignor in the event of a successful claim being made against the Auction House. The actual proceeds received from the Auction House’s insurance shall be and shall represent the sole liability of the Auction House for any damages, loss, theft or diminished value of the Lot. Under no circumstances shall the Auction House be liable for any special,

consequential, incidental or indirect damages of any kind or lost profits or potential lost profits.

6. Payment of Proceeds of Sale

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

7. Collection of the Purchase Price

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

8. Charges for Withdrawn Lots

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

9. Unsold Lots

- a) Unsold Lots must be collected at the Consignor’s expense within the period of ninety (90) days after receipt by the Consignor of notice from the Auction House that the Lots are to be collected (the “Collection Notice”). Should the Consignor fail to collect the Lot from the Auction House within ninety (90) days from the receipt of the Collection Notice, the Auction House shall have the right to place such Lots in the Auction House’s storage facilities or third-party storage facilities, with Expenses accruing to the account of the Consignor. The Auction House shall also have the right

to sell such Lots by public or private sale and on such terms as the Auction House shall alone determine, and shall deduct from the Proceeds of Sale any sum owing to the Auction House or to any associated company of the Auction House including Expenses, before remitting the balance to the Consignor. If the incurred Expenses by the Auction House exceed the sums received from the sale of the Lot, the Buyer shall be liable for the difference between the sums received and the Expenses. If the Consignor cannot be traced, the Auction House shall place the funds in a bank account in the name of the Auction House for the Consignor. In this condition the expression “Proceeds of Sale” shall have the same meaning in relation to a private sale as it has in relation to a sale by auction;

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

10. Consignor’s Sales Tax Status

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

11. Photographs and Illustrations

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

- a) reproduce (by illustration, photograph, electronic reproduction, or any other form or medium whether presently known or hereinafter devised) any work within any Lot given to the Auction House for sale by the Consignor; and
- b) use and publish such illustration, photograph or other reproduction in connection with the public exhibition, promotion and sale of the Lot in question and otherwise in connection with the operation of the Auction House’s business, including without limitation by including the illustration, photograph or other reproduction in promotional catalogues, compilations,

the Auction House’s Art Index, and other publications and materials distributed to the public, and by communicating the illustration, photograph or other reproduction to the public by telecommunication via an Internet website operated by or affiliated with the Auction House (“Permission”). Moreover, the Consignor makes the same warranty and representation and grants the same Permission to the Auction House in respect of any illustrations, photographs or other reproductions of any work provided to the Auction House by the Consignor. The Consignor agrees to fully indemnify the Auction House and hold it harmless from any damages caused to the Auction House by reason of any breach by the Consignor of this warranty and representation.

D. GENERAL CONDITIONS

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

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

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

PROPERTY COLLECTION NOTICE

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

A. PROPERTY COLLECTION REQUIREMENT

- Buyer
 - 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;
- Consignor
 - Unsold Property must be collected by the Consignor within ninety (90) days post auction sale date;
 - Client being provided additional professional services
 - 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

- All Property in default to the *Property Collection Notice*, as defined in Condition A, will be resolved as follows:
 - 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;
 - 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;
 - 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>
AANFM	Association des artistes non-figuratifs de Montréal
AAP	Association des arts plastiques
ACM	Arts Club of Montreal
AGA	Art Guild America
AGQ	Association des graveurs du Québec
AHSA	Art, Historical and Scientific Association of Vancouver
ALC	Arts and Letters Club
AOCA	Associate Ontario College of Art
ARCA	Associate Member Royal Canadian Academy of Arts
ASA	Alberta Society of Artists
ASPWC	American Society of Painters in Water Colors
ASQ	Association des sculpteurs du Québec
AUTO	Les Automatistes
AWCS	American Watercolor Society
BCSA	British Columbia Society of Artists
BCSFA	British Columbia Society of Fine Arts <i>founded in 1909</i>
BHG	Beaver Hall Group, Montreal 1920 – 1922
CAC	Canadian Art Club
CAS	Contemporary Arts Society
CC	Companion of the Order of Canada
CGP	Canadian Group of Painters 1933 – 1969
CH	Companion of Honour Commonwealth
CPE	Canadian Painters–Etchers’ Society
CSAA	Canadian Society of Applied Art
CSGA	Canadian Society of Graphic Artists <i>founded in 1905</i>
CSMA	Canadian Society of Marine Artists
CSPWC	Canadian Society of Painters in Water Colour <i>founded in 1925</i>
EGP	Eastern Group of Painters
FBA	Federation of British Artists
FCA	Federation of Canadian Artists
FRSA	Fellow of the Royal Society of Arts
G7	Group of Seven 1920 – 1933
IAF	Institut des arts figuratifs
IWCA	Institute of Western Canadian Artists
LP	Les Plasticiens
MSA	Montreal Society of Arts
NAD	National Academy of Design
NEAC	New English Art Club
NSSA	Nova Scotia Society of Artists
OC	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
PSA	Pastel Society of America

PSC	Pastel Society of Canada
PY	Prisme d’yeux
QMG	Quebec Modern Group
R5	Regina Five 1961 – 1964
RA	Royal Academy
RAAV	Regroupement des artistes en arts visuels du Québec
RAIC	Royal Architects Institute of Canada
RBA	Royal Society of British Artists
RCA	Royal Canadian Academy of Arts <i>founded in 1880</i>
RI	Royal Institute of Painters in Watercolour
RMS	Royal Miniature Society
ROI	Royal Institute of Oil Painters
RPS	Royal Photographic Society
RSA	Royal Scottish Academy
RSC	Royal Society of Canada
RSMA	Royal Society of Marine Artists
RSPP	Royal Society of Portrait Painters
RWS	Royal Watercolour Society
SAA	Society of American Artists
SAAVQ	Société des artistes en arts visuels du Québec
SAP	Société des arts plastiques
SAPQ	Société des artistes professionnels du Québec
SC	The Studio Club
SCA	Society of Canadian Artists 1867 – 1872
SCPEE	Society of Canadian Painters, Etchers and Engravers
SSC	Sculptors’ Society of Canada
SWAA	Saskatchewan Women Artists’ Association
TCC	Toronto Camera Club
TPG	Transcendental Painting Group 1938 – 1942
WAAC	Women’s Art Association of Canada
WIAC	Women’s International Art Club
WS	Woodlands School
YR	Young Romantics
	Denotes that additional information on this lot can be found on our website at www.heffel.com
φ	Indicates that Heffel owns an equity interest in the Lot or may have funded all or part of our interest with the help of a third party. Additionally Heffel may have entered into arrangements to provide a Consignor a guaranteed Reserve bid. A guaranteed Reserve bid may have funded all or part with a third-party guarantor.

CATALOGUE TERMS

These catalogue terms are provided for your guidance:

CORNELIUS DAVID KRIEGHOFF

In our best judgment, a work by the artist.

ATTRIBUTED TO CORNELIUS DAVID KRIEGHOFF

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

STUDIO OF CORNELIUS DAVID KRIEGHOFF

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

CIRCLE OF CORNELIUS DAVID KRIEGHOFF

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

MANNER OF CORNELIUS DAVID KRIEGHOFF

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

AFTER CORNELIUS DAVID KRIEGHOFF

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

NATIONALITY

Unless otherwise noted, all artists are Canadian.

SIGNED / TITLED / DATED

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

BEARS SIGNATURE / BEARS DATE

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

DIMENSIONS

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

PROVENANCE

Is intended to indicate previous collections or owners.

CERTIFICATES / LITERATURE / EXHIBITED

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

ESTIMATE

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

HEFFEL’S CODE OF BUSINESS CONDUCT, ETHICS AND PRACTICES

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

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

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

HEFFEL GALLERY LIMITED

David K.J. Heffel

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

Robert C.S. Heffel

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

ANNUAL SUBSCRIPTION FORM

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

Catalogue Subscriptions—tax included

DELIVERED WITHIN CANADA

- ☐ One Year (four catalogues) *Post-War & Contemporary Art/Canadian, Impressionist & Modern Art*
- \$80
- ☐ Two Years (eight catalogues) *Post-War & Contemporary Art/Canadian, Impressionist & Modern Art*
- \$130

DELIVERED TO THE UNITED STATES AND OVERSEAS

- ☐ One Year (four catalogues) *Post-War & Contemporary Art/Canadian, Impressionist & Modern Art*
- \$90
- ☐ Two Years (eight catalogues) *Post-War & Contemporary Art/Canadian, Impressionist & Modern Art*
- \$150

Canadian Art at Auction Index Online—tax included

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

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

Billing Information

NAME

ADDRESS

CITY

POSTAL CODE

E-MAIL ADDRESS

RESIDENCE TELEPHONE

BUSINESS TELEPHONE

CREDIT CARD NUMBER

EXPIRY DATE

CVV NUMBER

SIGNATURE

DATE

- ☐ I agree to receive e-mails from Heffel. You can withdraw consent at any time. Your consent is sought by Heffel, on its own behalf and on behalf of Galerie Heffel Québec Ltée.

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

SALE DATE

BILLING NAME

ADDRESS

CITY

PROVINCE/STATE, COUNTRY

POSTAL CODE

E-MAIL ADDRESS

DAYTIME TELEPHONE

EVENING TELEPHONE

FAX

CELLULAR

I request Heffel Gallery Limited (“Heffel”) to enter bids on my behalf for the following Lots, up to the maximum Hammer Price I have indicated for each Lot. I understand that if my bid is successful, the purchase price shall be the Hammer Price plus the Buyer’s Premium calculated at a rate of twenty-five per-cent (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.

☐ I agree to receive e-mails from Heffel. You can withdraw consent at any time. Your consent is sought by Heffel, on its own behalf and on behalf of Galerie Heffel Québec Ltée.

SIGNATURE

DATE

DATE RECEIVED (FOR OFFICE USE ONLY)

CONFIRMED (FOR OFFICE USE ONLY)

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		

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

CREDIT CARD NUMBER

EXPIRY DATE

CVV NUMBER

NAME OF BANK

BRANCH LOCATION

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.

SIGNATURE

DATE

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

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

SHIPPING AUTHORIZATION FORM FOR PROPERTY

Please contact the Shipping Department at 1-888-818-6505 for questions regarding shipping. Please **sign** and return this form via e-mail to shipping@heffel.com or via fax to 416-961-4245.

STEP 1: PROPERTY INFORMATION

Lot Number	Property Description
in numerical order	artist / title
1	
2	
3	

STEP 2: SHIPPING METHOD (CHOOSE OPTION A, B OR C)

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

☐ Heffel Vancouver☐ Heffel Calgary

☐ Heffel Montreal☐ Heffel Toronto

PACKING METHOD

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

OPTIONAL LOSS AND DAMAGE LIABILITY COVERAGE

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

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

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

RECIPIENT’S NAME

ADDRESS

CITY

PROVINCE/STATE, COUNTRY

POSTAL CODE

E-MAIL ADDRESS

DAYTIME TELEPHONE

EVENING TELEPHONE

TAX ID (FOR U.S. SHIPMENTS ONLY)

Option B (continued)

PACKING METHOD

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

Framed works will be shipped **without** glass. Glass can be replaced with conservation acrylic for an additional charge.

☐ Please replace glass with acrylic (if applicable)

OPTIONAL LOSS AND DAMAGE LIABILITY COVERAGE

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

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

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

AUTHORIZED THIRD PARTY’S FULL NAME

STEP 3: PAYMENT INFORMATION

CREDIT CARD NUMBER (VISA, MASTERCARD OR UNION PAY)

EXPIRY DATE

CVV NUMBER

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

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

STEP 4: SIGNATURE

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

PROPERTY OWNER’S NAME

SIGNATURE

DATE

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

TERMS AND CONDITIONS FOR SHIPPING

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

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

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

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

PACKING OPTIONS

Soft packed

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

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

Hard packed (Custom Crate)

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

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

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

SHIPPING TRANSPORTATION CARRIER OPTIONS

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

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

Regional (maximum range of two provinces)

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

National

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



FINE
ART
AUCTION
HOUSE

Heffel