FINE ART AUCTION HOUSE



LEGENDARY: THE COLLECTION OF TORBEN V. KRISTIANSEN

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









LEGENDARY: THE COLLECTION OF TORBEN V. KRISTIANSEN

AUCTION

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

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

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

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

PREVIEWS

Heffel Gallery, Calgary 220 Manning Road NE, Unit 1080 Saturday, April 6 through Monday, April 8, 11 am to 6 pm MT

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

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

Heffel Gallery, Toronto

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

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

CONTACT

Toll Free 1-888-818-6505 mail@heffel.com, www.heffel.com Please send all physical mail to our Vancouver address

TORONTO

Main Yorkville Reception 13 Hazelton Avenue, Toronto, ON M5R 2E1 Telephone 416-961-6505, Fax 416-961-4245

15 Hazelton Avenue, Unit 200, Toronto, ON M5R 2E1

135 Yorkville Avenue, Unit 401, Toronto, ON M5R 3W5

155 Yorkville Avenue, 2nd Floor, Toronto, ON M5R 1C4 *via reception*

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451 Daly Avenue, Ottawa, ON K1N 6H6 Telephone 613-230-6505, Fax 613-230-6505 *by appointment*

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Royal Bank of Canada, 2735 Granville Street Vancouver, BC V6H 3J1 Telephone 604-665-5700 Incoming wires are required to be sent in Canadian funds and must include: Heffel Gallery Limited, 2247 Granville Street, Vancouver, British Columbia V6H 3G1 as beneficiary.

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Heffel Gallery Limited regularly publishes a variety of materials beneficial to the art collector. An Annual Subscription entitles you to receive our Auction Catalogues. Our *Annual Subscription Form* can be found on page 85 of this catalogue.

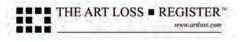
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Essay Contributors—Alec Blair, Kate Galicz, Lauren Kratzer, John Mackie, Michel Martin, Joan Murray, A.K. Prakash, Rosalin Te Omra, Ian M. Thom and Meghan Watson-Donald Text Editing, Catalogue Production—Julia Balazs, Rania Chaddad, David Heffel, Robert Heffel, Alec Kerr and Naomi Pauls Director of Imaging—Martie Giefert Digital Imaging—Ward Bastian, Jasmin Daigle and Jared Tiller Catalogue Layout and Production—Kirbi Pitt and Clara Wong

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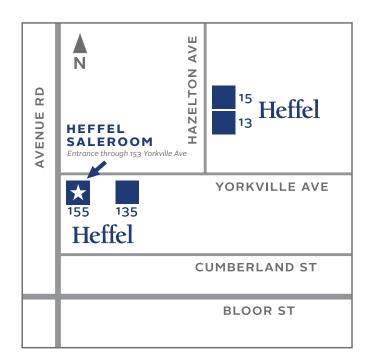
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NOTICE FOR COLLECTORS





Auction Location

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

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

Auction Notice

The Buyer and the Consignor are hereby advised to read fully the Terms and Conditions of Business and Catalogue Terms, which set out and establish 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. This information appears on pages 76 through 82 of this publication.

Please visit www.heffel.com for information on which Lots will be present at each preview location, virtual auction previews and to book your in person preview appointment. Preview appointments can also be booked by calling 1-888-818-6505.

Absentee, Telephone and Digital Saleroom Bidding

If you are unable to attend our auction in person, Heffel recommends submitting an *Absentee Bid Form* to participate. Heffel also accepts telephone bidding, prioritized by the first received *Telephone Bid Form* and limited to available Telephone Bid Operators per Lot. Alternatively, Heffel offers online bidding in real time through our Digital Saleroom, subject to advanced registration and approval. All forms of remote bidding participation and registration must be received by Heffel at least two (2) business days prior to the commencement of the sale. Information on absentee, telephone and online bidding appears on pages 5, 86, 87 and 88 of this publication.

Live Stream

Please note that we produce a live stream of our sale beginning with a video presentation at 4:30 PM ET and the auction commencing at 5 PM ET. We recommend that you test your video streaming 30 minutes prior to our sale at www.heffel.com.

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

Estimates and Currency

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

AUCTION DETAILS

Selling at Auction

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

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

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

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

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All items that are offered and sold by Heffel are subject to our published *Terms and Conditions of Business*, our *Catalogue Terms* and any oral announcements made during the course of our sale. Heffel charges a *Buyer's Premium* 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.

If you are unable to attend our auction in person, you can bid by completing the *Absentee Bid Form* found on page 86 of this catalogue. Please note that all *Absentee Bid Forms* should be received by Heffel at least two (2) business days prior to the commencement of the sale. Bidding by telephone, although limited, is available. Please make arrangements for this service well in advance of the sale. Telephone lines are assigned in order of the sequence in which requests are received. We also recommend that you leave an *Absentee Bid* amount that we will execute on your behalf in the event we are unable to reach you by telephone. Digital Saleroom online bidding is available subject to pre-registration approval by the Auction House at least two (2) business days in advance of the auction.

Payment must be made 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 your 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 your invoice. In all circumstances, the Auction House prefers payment by Bank Wire.

General Bidding Increments

Bidding typically begins below the low estimate and
generally advances in the following bid increments:
\$50-300\$25 increments\$300-500\$50

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

Framing, Conservation and Shipping

As a Consignor, it may be advantageous for you to have your artwork re-framed and/or cleaned and conserved to enhance its saleability. As a Buyer, your recently acquired artwork may demand a frame complementary to your collection. As a full-service organization, we offer guidance and in-house expertise to facilitate these needs. Buyers who acquire items that require local delivery or out-of-town shipping should refer to our *Shipping Authorization Form for Property* on page 89 and our *Terms and Conditions for Shipping* on page 90 of this publication. Please feel free to contact us to assist you in all of your requirements or to answer any of your related questions. Full completion of our shipping form is required prior to purchases being released by Heffel.

Written Valuations and Appraisals

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





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

LEGENDARY: THE COLLECTION OF TORBEN V. KRISTIANSEN CATALOGUE

* following Canadian, Impressionist & Modern Art

LEGENDARY: THE COLLECTION OF TORBEN V. KRISTIANSEN



Torben V. Kristiansen with the Pablo Picasso painting *Portrait of Jacqueline in France* at his gallery, July 28, 1972 Photo: Dan Scott

Courtesy of the Vancouver Sun, a division of Postmedia Network Inc

TORBEN V. KRISTIANSEN was a dashing fellow, full of derring-do. This may seem like an unusual description for the high-end art dealer, who died on July 1, 2023, at age 92, but it is apt. Born on November 4, 1930, in Denmark, Torben lived a life that was as vibrant as the masterpieces he cherished. Early in life, he had a passion for aviation and pursued a career in the sky, first as a fighter pilot in the Royal Danish Air Force. After the Second World War, he went to the United States on a NATO exchange to learn to fly the legendary P-51 Mustang fighter. When he went back to his hometown in Denmark, one of his old adversaries said he did not believe Kristiansen was a pilot. "Torben said, 'Well, you stand in the [main] street in the village tomorrow at 12 o'clock and I'll prove to you that I am,' " recounts David Heffel. "Apparently he flew down the main street with his P-51, upside down, 10 feet off the ground." Torben's daughter Merete adds, "He ripped the roof off a church with the draft. His mom was really mad at him." That was it for his air force career, and he became a steward for Scandinavian Airlines (SAS). In 1956, he was recruited by CP Air and moved to Vancouver, BC. He started buying art in Europe, transporting it, and selling it in Canada. He then fully switched gears and went on to become one of Canada's top art dealers. In 1960, Torben purchased the historic Art Emporium, a gallery started by pioneer Vancouver photographer Philip Timms in 1897. The Art Emporium was one of the city's oldest and one of Canada's top art galleries. Torben quickly became one of the pre-eminent art dealers in Canada, and the Art Emporium was the place to buy historic paintings in Vancouver for decades, particularly works by the Group of Seven, Tom Thomson, Emily Carr and E.J. Hughes.

Torben's entry into the Canadian art world coincided with its commercial flowering. "I remember we had a Lawren Harris [Lake Superior painting] in '72 for \$2,500," he told the *Vancouver Sun* in 2010. "They are way over a million now. In fact at the Vancouver Art Gallery in '62 they were \$250, and in '68 they were \$1,000." Torben would know because in 1976 he held a giant exhibition and sale from the Harris estate, six years after the artist died. "I had 62 Harrises, how about that?" he recalled in 2010.

Torben was astute and a pioneer in the Canadian art world—he imported important European art, showing it alongside Canadian contemporaries, in addition to forging relationships with international artists such as Karel Appel and Andrew Wyeth. In 1975, his gallery was the first in Vancouver to mount an exhibition by the Professional Native Indian Arts group, which included Norval Morrisseau and Daphne Odjig. A natural storyteller, Torben could convey his knowledge and passion with a style that was uniquely his own.

The Art Emporium was a short walk up Granville Street from Heffel Gallery. Torben and Kenneth G. Heffel became competitors and friends in the 1970s, forming a relationship that would continue to the next generation of Heffels, David and Robert. Torben was more than a frequent visitor to Heffel's previews and attendee at its auctions—he was an integral collector. With a skilled eye and sharp business acumen, Torben curated an extraordinary collection of Canadian art that is as legendary as the man himself.

Heffel is proud to present *Legendary: The Collection of Torben V. Kristiansen* this spring, with sales to follow. In addition to this May 23 auction, please view works included in the curated online sale, which runs May 2 - 30, 2024.

We extend our gratitude to John Mackie of the *Vancouver Sun*, a division of Postmedia Network Inc., for his original article. This edited version is based on Mackie's piece "This Week in History, 1930-2023: Jet-Setting Vancouver Art Dealer Torben Kristiansen Dies at 92," published August 18, 2023.



Torben V. Kristiansen piloting the P-51 Mustang as a member of the Royal Danish Air Force, circa 1952 Courtesy of the family of Torben V. Kristiansen



Torben V. Kristiansen descending off an SAS commercial airplane Courtesy of the family of Torben V. Kristiansen

 $\tt RIGHT:$ The Art Emporium business cards and labels throughout the years Courtesy of the family of Torben V. Kristiansen





OIL PAINTINGS REPRODUCTIONS PICTURE FRAMING RESTORING

REGENT 8-3510

Torben V. Kristiansen







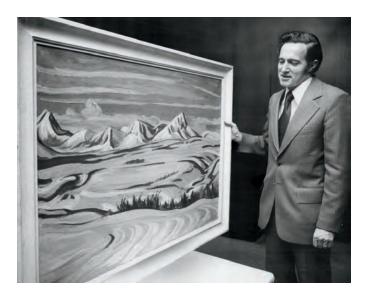


1103 Robson Street, Vancouver, B.C. • Phone PAcific 9914











тор: Torben V. Kristiansen with *Early Snow, Alberta* by A.Y. Jackson, October 18, 1976 Photo: Boris Spremo*/Toronto Star* Courtesy of Getty Images

BOTTOM: Torben V. Kristiansen as a member of the Royal Danish Air Force Courtesy of the family of Torben V. Kristiansen

RIGHT: Lot 208, Verts ombreuses by Jean Paul Riopelle

AFTER HE HAD lived a life of fearless adventure, death came to close the eyes of my friend Torben V. Kristiansen at the age of 92.

TVK was how I knew him and how I referred to him since the day we met at his gallery, the Art Emporium, in Vancouver. He and I were fierce competitors in the art world but remained close friends for more than 40 years. His contribution to the Canadian art market was a *tour de force* that shaped the value of the artists he championed. My relationship with TVK, however, transcended the boundaries of the art world. It was a kinship founded on a shared passion for the arts, history and travel.

What I found unique to his personality was the valour with which he faced all the challenges that life and work brought to him. I witnessed his recovery from invasive surgeries, with a resolve to conquer the toll his body had undergone without a whisper of regret. It was an extension of the same resolve with which he conducted his business throughout his life, relishing his conquests and refusing to dwell on his losses. His confidence in both the pursuit of art and real estate had no rival.

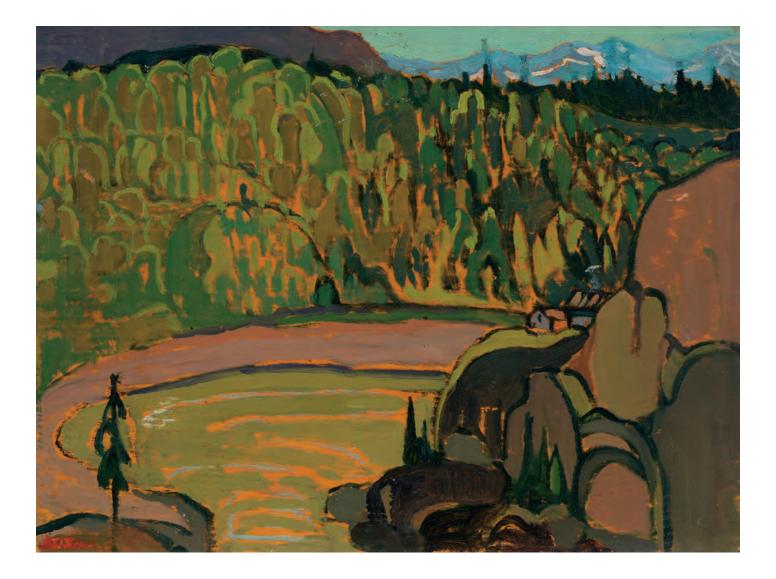
TVK's zest for life was infectious, and his endeavours compelling. Of all the traits of his temperament, his sense of humour prevailed. It was this quality that drew me to his company in the many travels we undertook to destinations in Hawaii, California, Florida, New York and Europe. I witnessed an unknown side of his personality, his quest to pursue the finest in life—in food, wine, music and entertainment—everywhere we went. This was not merely a phase of his life, but rather a state of mind, a commitment to living life on his terms, unafraid to be misunderstood.

Undeterred by health challenges during the last two decades of his life, he remained active in both art and real estate enterprises with the same vigour he had exerted since his arrival in Canada as a young Danish immigrant over 65 years ago. He would reach out frequently to exchange views on art or issues of everyday life, always intersecting with a tale from his repertoire of humour, recounted with impeccable timing. In the autumn of his life, he built a home with Patricia, a kindred soul, who remained devoted to his care until the end.

With his passing, Canadian art lost one of its most ardent advocates, the last of a generation of art dealers who invested in the art they believed in and espoused for others. Dealers who were not only committed to purchasing and promoting art they supported but also took pleasure in enjoying it for themselves. Everyone's life is a story. Each has an end. From romancing airplanes in the skies to climbing to the apex of the Canadian art market, the life of Torben V. Kristiansen was a remarkable journey, leaving a legacy that will persist for generations.

-A.K. PRAKASH, CM, Toronto





201 Anne Douglas Savage

вна сар 1896 – 1971

Skeena River, British Columbia

oil on board, signed and on verso inscribed with the Kenneth G. Heffel Fine Art Inc. inventory #D383 9 × 12 in, 22.9 × 30.5 cm

PROVENANCE

Galerie Bernard Desroches, Montreal Kenneth G. Heffel Fine Art Inc., October 2, 1981 Private Collection *Fine Canadian Art*, Heffel Fine Art Auction House, November 7, 1996, lot 209 Private Collection, British Columbia A.K. Prakash and Associates Inc., Toronto The Collection of Torben V. Kristiansen, Vancouver

ANNE DOUGLAS SAVAGE was trained at the Art Association of Montreal, and later at the Minneapolis School of Art. In 1921, she became a member of Montreal's Beaver Hall Group. A teacher in Montreal, Savage was asked by Marius Barbeau to travel to the Skeena River in 1927 with the sculptor Florence Wyle. This was the second trip organized by Barbeau, who was working in the Skeena Valley as an ethnologist and through government support to promote tourism. Most of the artists Barbeau asked to travel to the Skeena (they included W. Langdon Kihn from 1922 to 1924; A.Y. Jackson and Edwin Holgate in 1926; and Pegi Nicol MacLeod and George Pepper in 1928) were included in the major *Exhibition of Canadian West Coast Art: Native and Modern* held at the National Gallery of Canada in 1927.

Interestingly, Savage did not have a great deal of respect for Barbeau, describing him, in a 1967 interview, as a "most disrespectful" and "silly man." In addition, she mentioned her concern for the plans for the restoration of totem poles in the area and First Nations opposition to these plans.¹ Despite these issues, the trip to the Skeena Valley was a revelatory one for Savage. She described her journey as "extraordinary," and while there she produced an important body of both oil sketches and numerous drawings.² It seems likely that this painting was produced when Savage was in British Columbia rather than back in Montreal. The two artists, Savage and Wyle, traveled by train, and the viewpoint suggests that it might have been captured from beside the railway track. Certainly the image is strikingly elevated, overlooking the Skeena River and the landscape and peaks beyond. Savage has been careful to include a clear beach beside the river and, in the mid-range, a thickly wooded hillside greets the viewer. In the distance we get a glimpse of the snow-capped Skeena Mountains on the right and two darker, more immediate and overlapping mountain forms on the left.

What is remarkable about the image is Savage's manipulation of the space. Our entry into the composition is guided by the mountainous formation on the right and a single small tree on the left. The eye travels through the gap between these two elements, and we journey across the waters of the Skeena River to the densely forested hillside beyond. This remote landscape was an important home for both Indigenous and non-Indigenous people, and Savage suggests this in the depiction of a small cabin perched midway down the rocky slope on the right side of the image.

One of the most visually satisfying things about this painting is Savage's ability to depict the rich variety of the forest on the hillside in the middle ground without clearly defining any of the trees, except the small pine in the left foreground. Her use of broadly defined forms, various colours of green, and the vibrant orange of the panel itself enables her to render the hillside with startling conviction. There is no suggestion of hesitation in Savage's handling of the scene, which is decisive and compelling.

Although this painting is small in scale, Savage has managed to vividly and convincingly suggest the expansive majesty of the Skeena landscape.

1. Anne Savage, interview by Arthur Calvin, Anne Savage fonds, Concordia University Archives, Montreal.

2. Ibid. Savage's Skeena sketchbooks are held in both the National Gallery of Canada, Ottawa, and the Leonard and Bina Ellen Gallery at Concordia University, Montreal.

ESTIMATE: \$20,000 - 30,000



202 Frank Hans (Franz) Johnston

ARCA CSPWC G7 OSA 1888 - 1949

The Big Pine, Lake of the Woods

oil on board, signed and on verso titled, dated circa 1920 on the Laing Galleries label and inscribed \$75.00 13 × 10 ½ in, 33 × 26.7 cm

PROVENANCE

Laing Galleries, Toronto

Important Canadian Paintings, Drawings, Watercolours, Books and Prints of the 19th and 20th Centuries, Sotheby & Co. (Canada) Ltd., October 23 – 24, 1973, lot 7

The Collection of Torben V. Kristiansen, Vancouver

FRANK HANS JOHNSTON became a member of the Group of Seven in 1920, when the Group first exhibited at the Art Gallery of Toronto (now the Art Gallery of Ontario). He only exhibited with the Group once but remained friendly with his former colleagues, and his work was seen in several larger exhibitions with Group members. An important teacher, Johnston taught in both Winnipeg and Toronto, while continuing to actively paint and exhibit. In 1921, he moved to Winnipeg to serve as the principal of the School of Art and director of the Winnipeg Art Gallery, returning to Toronto in 1924.

Johnston painted several images of Lake of the Woods beginning in 1920 or 1921. One of Johnston's most celebrated images of the subject is *Serenity, Lake of the Woods*, 1922 (collection of the Winnipeg Art Gallery). The present painting is inscribed on the verso in Johnston's hand, *The Big Pine*. It seems that the current title was provided by the dealer, Blair Laing, when the painting was in the inventory of the Laing Galleries (see label on verso). While stylistically this image seems unquestionably to come from the early 1920s, the work is signed Franz Johnston. This would suggest that it was signed some years after it was painted, because Johnston did not adopt the name Franz until 1925.

The oil sketch shows a huge pine tree on the shore of Lake of the Woods. The trunk of the tree dominates the composition, with more attention paid to the foliage nearest the viewer. The foliage on the far side of the tree is depicted in silhouette. Johnston has also rendered this foliage in brown rather than green. This decision allows the foreground foliage to be shown more clearly, the pine needles being suggested by the brushstrokes. Johnston has also paid attention to rendering the bark of the trunk by varying his brush-strokes and using a variety of colours.

Johnston has carefully planned the composition. He has emphasized the abstract pattern of the tree itself by placing it before an evenly painted sky. Below the foliage and branches of the tree are bushes and grass to the right of the tree trunk. To the left of the trunk appear a group of yellow flowers. Although impossible to identify due to the way they have been so quickly painted, the yellow blossoms provide an important point of colour, which contrasts with the greens and browns of the tree.

Johnston has treated the lake itself, the far shore and the sky relatively minimally to ensure that the foreground pine reads boldly. The grandeur and scale of the pine is highlighted by his choice to truncate the upward rise of the tree by the upper edge of the painting. Johnston had spent the early years of his career working as a commercial designer at Grip Ltd. in Toronto. This experience allowed him to create an image that benefits from assured graphic design. The strong silhouette of the pine defines the space of the painting, ensuring that the image is both forceful and memorable.

ESTIMATE: \$15,000 - 25,000



203 Franklin Carmichael

CSPWC G7 OSA RCA 1890 - 1945

Elms, Lansing

oil on board, on verso titled on the gallery label and stamped with the estate stamp, circa 1922 10 \times 12 in, 25.4 \times 30.5 cm

PROVENANCE

Estate of Franklin Carmichael Roberts Gallery, Toronto The Collection of Torben V. Kristiansen, Vancouver

FRANKLIN CARMICHAEL AND his wife Ada moved to Lansing, now part of Toronto, in 1919. At that time the region, then on the outskirts of the city, was largely devoted to farming. Carmichael has highlighted this rural aspect of his home in his sketch *Elms, Lansing*, likely executed in the early 1920s. The foreground highlights several piles of hay that have recently been harvested from the field. These small haystacks and the field itself define the foreground space. In the middle distance, a handsome row of elm trees provides a windbreak for the field and farm buildings. The rough silhouettes of these trees are seen against a wide, clouded sky. To the right is a road that disappears into the distance, helping to provide depth to the image. The whole composition is broadly lit from the right side, with shadows appearing on the left edges of the haystacks.

An accomplished work, *Elms, Lansing* suggests the confidence that Carmichael felt in painting this scene. His training at the Royal Academy of Fine Arts Antwerp, prior to the First World War, had given Carmichael all the tools necessary to convincingly portray his subject.

This work has a Carmichael Estate stamp on the verso, lower right corner. It is likely that the title (also on the verso) was written by Ada Carmichael.

ESTIMATE: \$20,000 - 30,000



204 Alexander Young (A.Y.) Jackson

ALC CGP G7 OSA RCA RSA 1882 - 1974

Quebec Farm

oil on board, signed and on verso signed, titled, inscribed *Studio Bldg. Severn St., Toronto* and with the Dominion Gallery inventory #H872 on the gallery label and stamped Dominion Gallery, circa 1930 10 $\frac{1}{2} \times 13 \frac{1}{2}$ in, 26.7 × 34.3 cm

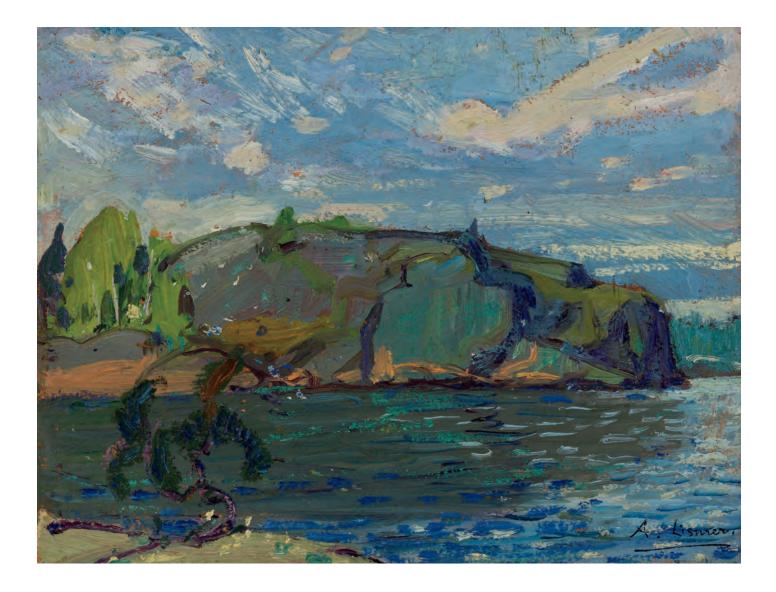
PROVENANCE

Dominion Gallery, Montreal, 1948 Private Collection, Ontario *Canadian Art*, Bonhams Canada, December 2, 2008, lot 51 The Collection of Torben V. Kristiansen, Vancouver

A.Y. JACKSON'S AFFECTION for the rural scenery of Quebec meant that he spent many spring seasons on the northern shores of the St. Lawrence, painting the buildings and countryside of the region. This oil sketch, which Jackson boldly titled on the verso, was certainly painted before 1955, when he left the Studio Building in Toronto. Although we are unsure of its exact date, the painting displays a confidence of execution that suggests an image from either the late 1920s or early 1930s.

The oil sketch depicts a farmstead in the grip of winter snow. The scene is animated by Jackson's inclusion of a *habitant* guiding his sleigh along the road. The snowy hillside behind the house and barns is lit with gentle sunlight. The viewer's eye is led into the depths of the composition through a movement from shadow into light and the telling placement of a tree halfway up the rolling hillside behind the farm buildings. Our eye then rises to the high horizon and the vivid blue sky above. Jackson has taken care to paint the farmhouse on the left in more detail—the two dormers, windows, chimney and yellow door define the building as the warm heart and domestic centre of the farm.

ESTIMATE: \$30,000 - 50,000



205 Arthur Lismer

AAM CGP CSGA CSPWC G7 OSA RCA 1885-1969

Rocky Shore Pine

oil on board, signed with stamped signature and on verso signed, titled, dated 1930, inscribed *Georgian Bay* and stamped with the estate stamp 9 $\frac{1}{4} \times 12 \frac{1}{4}$ in, 23.5 \times 31.1 cm

PROVENANCE

Estate of the Artist

The Collection of Torben V. Kristiansen, Vancouver

ROCKY SHORE PINE is a striking example of Arthur Lismer's visual skill. The oil sketch, done in the Georgian Bay region of Lake Huron, clearly demonstrates Lismer's quick, decisive approach and enormous confidence as a painter. *Rocky Shore Pine* is a compelling vision of this region of Ontario. The composition is introduced by the tiny rocky shore at the left of the image. Topped by the rapidly delineated pine of the title, these foreground elements introduce the viewer to the majestic scene beyond by stretching upward so the top of the pine overlaps the major stony shoreline across the water. The foreground pine is strongly misshapen, suggesting the struggle against the winds of the region that have governed its growth.

The fact that Lismer chose to make an impressive stone massif the main subject of his painting demonstrates the attitude of the Group of Seven towards the actual landscape of Canada. There was no need for any hint of human activity; rather, Lismer rejoices in the roughness of the landscape forms themselves. The large, rocky planes of the cliff that dominates the middle ground are richly varied in colour; Lismer includes greys, greens, orange and blue to animate the surface and suggest the complexity of the form. A small group of trees enlivens the image at the left, and individual trees punctuate the upper edge of the rock formation. Above, clouds scud across the blue sky. This active sky provides a counterbalance to the active surface of the lake below. Lismer revels in this sunlit landscape, untouched by human presence.

This willingness to depict the Canadian landscape devoid of humans was an important element of the Group's approach to painting. Their work allowed an expression of Canadian identity through an appreciation of the beauty of the unpeopled landscape of this country. Lismer and the other members of the Group had a willingness and desire to celebrate the landscape itself. This shift in attitude was critical to their success and changed the history of Canadian painting.

ESTIMATE: \$30,000 - 50,000

206 Arthur Lismer

AAM CGP CSGA CSPWC G7 OSA RCA 1885-1969

Georgian Bay

oil on board, signed and on verso titled, dated 1949 and inscribed with the Roberts Gallery inventory #6858 on the gallery label 12×16 in, 30.5×40.6 cm

PROVENANCE

Roberts Gallery, Toronto Private Collection, Ottawa Important Canadian Art, Sotheby's Canada in association with Ritchies, November 24, 2008, lot 89 The Collection of Torben V. Kristiansen, Vancouver

THE LANDSCAPE PAINTINGS of Arthur Lismer's long and impressive career depict Canadian scenes from coast to coast and from farmlands to alpine glaciers, but his most familiar and characteristic works are centred around the lakes and islands of Georgian Bay in Ontario. His dynamic brush-strokes and confident colour palette were perfectly suited to the rhythms and vitality of this much-loved landscape. In the bright and airy sketch *Georgian Bay*, we find the artist deftly capturing tall white pines swaying in the breeze of a summer's day, and we are transported to this idyllic lakeshore to share in its appreciation.

As is evident in this jubilant depiction, Lismer was moved by the landscape of Georgian Bay, and he returned to it many times as a place to vacation and, of course, to paint. His work there resulted in many of his most enduring and notable compositions, capturing the various moods and qualities of this celebrated region. His first visit was in 1913, and by the 1940s he was making regular summer trips to the area. Like most of his fellow members of the Group of Seven, Lismer did not work as a fulltime artist. For many years he worked in the field of art education, where his legacy is equally as commendable as his artistic one.

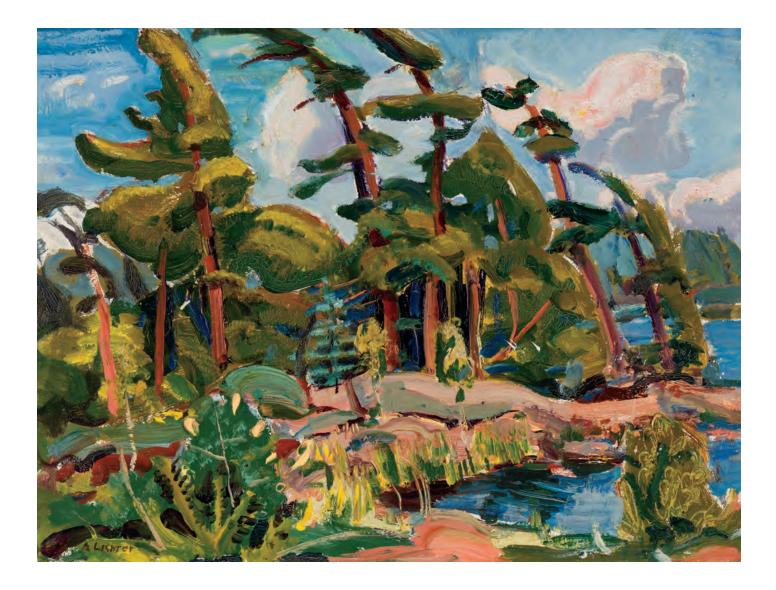
Because of the demands of these dual careers, time away from teaching often doubled as both family vacation and sketching expedition. As described by his daughter, "Holidays to Arthur Lismer, painter, meant physically transposing his family and studio to the great outdoors."¹ This would most often occur in the summer, when he had a reprieve from his vocational responsibilities. Georgian Bay provided an ideal setting for the family to visit, with its abundant accommodation and recreation opportunities, and no shortage of the wild and striking landscapes that had long been the subject of Lismer's artistic fascination.

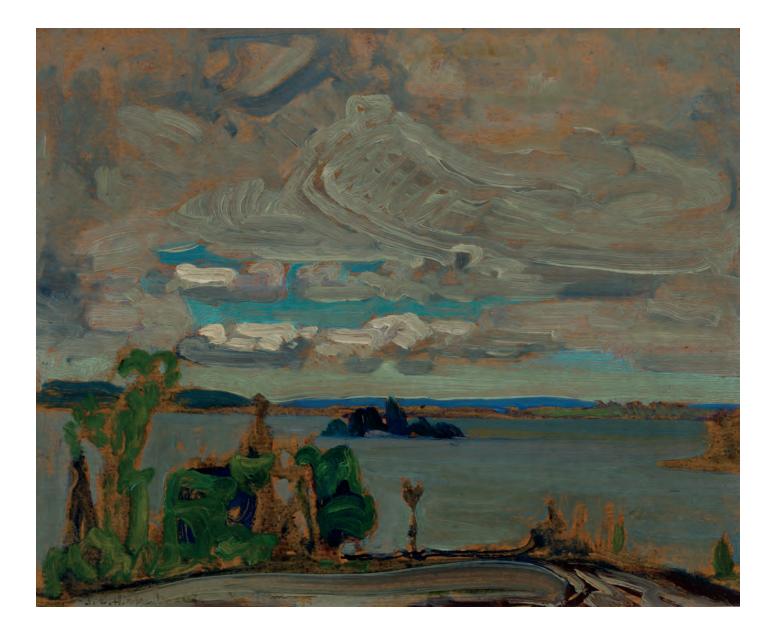
This work was painted in August 1949, when Lismer was vacationing at Deerhorn Lodge at Manitou Dock. This island, like others in the region, enabled Lismer to paint a wide range of subjects, from the tangled undergrowth to the backwater pools, as well as classic Canadian subjects such as the iconic pines captured here. From the glowing green of the vegetation and the bright blue sky that is reflected in the water, Lismer's use of colour in this panel is completely uninhibited, and he expertly utilizes boldness to make sense of the diversity of life found in this verdant landscape. As in many of his great works, his brushwork is direct and fluid, allowing us to recognize a familiar world and appreciate it in a new way.

Through this, Lismer's summer sketching activities represent another facet of his teaching career: an opportunity to inspire the public to engage with their environment and be moved by it. He believed this was a critical responsibility and wrote: "All artists should teach, or in some way help others to see, encourage them to create—if only on the assumption that life is much richer for all people if they can see further and deeper than others into the meaning and beauty of life."² *Georgian Bay* is a brilliant example of how Lismer's paintings continue to teach Canadians about the majesty of the land we share, and can eloquently communicate the joy of spending time in the natural world.

 Marjorie Lismer Bridges, A Border of Beauty: Arthur Lismer's Pen and Pencil (Toronto: Red Rock, 1977), front flap.
 Arthur Lismer, quoted in ibid., 139.

ESTIMATE: \$50,000 - 70,000





207 James Edward Hervey (J.E.H.) MacDonald

ALC CGP G7 OSA RCA 1873-1932

William's Island, Georgian Bay

oil on board, signed and on verso signed, titled, inscribed *Certified, Thoreau MacDonald, May* 1965 and with the Roberts Gallery inventory #7610s on the gallery label and stamped Dominion Gallery, circa 1931 $8 \frac{1}{2} \times 10 \frac{3}{2}$ in, 21.3 × 26.4 cm

PROVENANCE

Dominion Gallery, Montreal Roberts Gallery, Toronto Galerie Walter Klinkhoff Inc., Montreal Private Collection, Montreal *Canadian Fine Art,* Joyner/Waddington's, November 25, 2008, lot 17 The Collection of Torben V. Kristiansen, Vancouver

J.E.H. MACDONALD, ONE of the founding members of the Group of Seven, masterfully captures the drama and excitement of the Georgian Bay landscape in this sketch. The scene, probably viewed from William's Island itself, presents a dramatic contrast between the enormous movement of the sky and the relative calm of the landscape below. *William's Island, Georgian Bay*, likely painted in 1931 when MacDonald visited the area, is a compelling depiction of the expansive vista of Georgian Bay in the summer. This part of Lake Huron provided a rich sketching ground for several members of the Group of Seven.

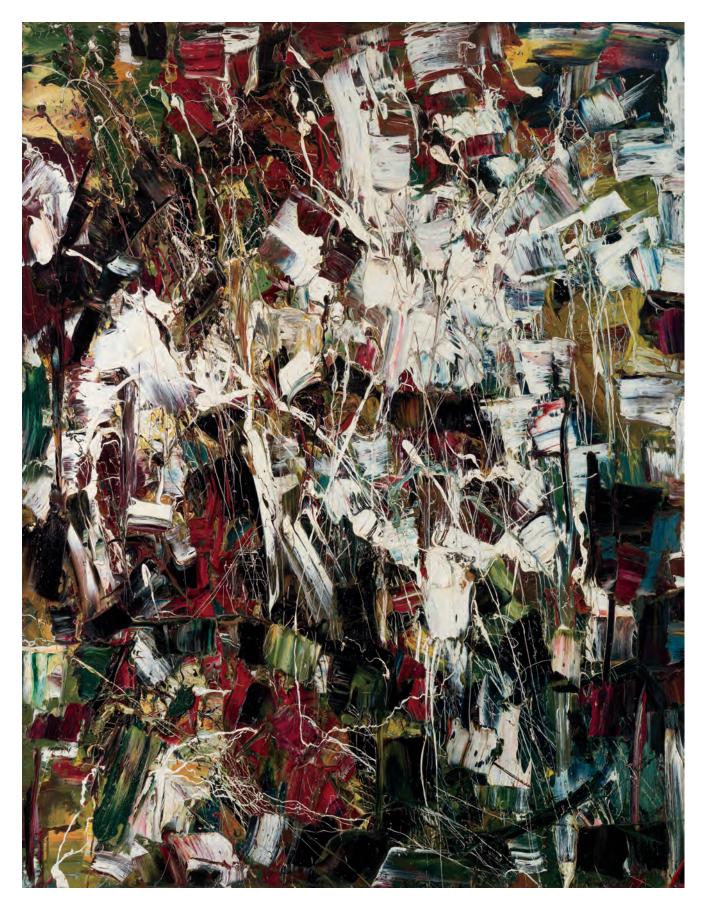
The composition is dramatically divided between the land and water below and a turbulent sky above. Indeed, the active sky occupies more than half of the image. MacDonald's depiction of this landscape has, despite the obvious haste of its creation, been carefully thought out. In fact, the sureness of the execution strongly suggests MacDonald's genius as a painter.

The group of low trees on the left of the composition provides an important visual bridge to the background landscape, but the trees are not defined enough to delay our visual journey into the distance. The small tree in the centre provides another visual link with both the island in the mid-ground and the drama of the sky above. Tellingly, MacDonald places this small tree centrally but the island beyond is slightly acentral, as are the dramatic cloud formations above. The upper sky is painted in sweeping and thinly painted strokes. This very thinness indicates both the speed and the accuracy of MacDonald's brushwork. Below, closer to the earth, the more richly articulated, sun-touched clouds help articulate the space of the sky. MacDonald shows a keen sensitivity to defining the visual depths of this image. A vital detail is the thin line of white that defines the top of the distant blue mountains. This simple device draws the eye deeply into far reaches of the landscape.

William's Island, Georgian Bay is a remarkable demonstration of an artist at the top of his game. Although speedily executed, the image is convincing and transports the viewer into this dramatic landscape. The sketch exemplifies why the Group of Seven is so important to the development of Canadian painting. The image lets the viewer experience the beauty, immediacy and vastness of the Canadian landscape.

The work is signed by the artist on the lower left, J.E.H. MacDonald. It is further signed and titled by MacDonald on the verso (upper right) and certified by MacDonald's son, the artist and designer Thoreau MacDonald, in May 1965. The painting's verso also bears stamps and labels from several distinguished Canadian dealers—the Dominion Gallery, Montreal; the Walter Klinkhoff Gallery, Montreal; the Roberts Gallery, Toronto; and finally, Torben V. Kristiansen's own gallery, the Art Emporium, Vancouver.

ESTIMATE: \$30,000 - 50,000



208 Jean Paul Riopelle

AUTO CAS OC QMG RCA SCA 1923 - 2002

Verts ombreuses

oil on canvas, signed and dated 1949 and on verso signed, inscribed *No.* 6 and *Cat.* 4 and variously and stamped twice indistinctly $45\frac{3}{4} \times 35$ in, 116.2 $\times 88.9$ cm

PROVENANCE

Arthur Tooth & Sons Ltd., London Laing Galleries, Toronto *Contemporary Art*, Christie's London, June 30, 1994, lot 12 Private Collection, Toronto A.K. Prakash and Associates Inc., Toronto The Collection of Torben V. Kristiansen, Vancouver

LITERATURE

J-P. Riopelle: Paintings 1949 – 1959, Arthur Tooth & Sons, 1959, reproduced and listed, titled as *Verts ombreaux*, unpaginated

Yseult Riopelle, *Jean Paul Riopelle Catalogue Raisonné*, *Volume 1, 1939 – 1953,* 1999, reproduced page 303 and listed page 370, catalogue #1949.017H.1949

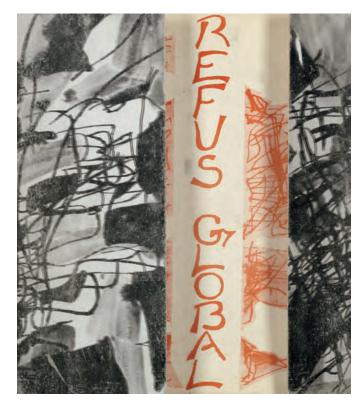
EXHIBITED

- Kunsthalle Bern, Switzerland, *Current Trends: Third Exhibition*, 1955, catalogue #64
- Arthur Tooth & Sons, London, *J-P. Riopelle: Paintings 1949 – 1959*, June 23 – July 18, 1959, catalogue #2

JEAN PAUL RIOPELLE relocated permanently to Paris in 1948, shortly after the great Automatist manifesto, *Refus global*, of which he was a co-signer, was published in Montreal. In Paris, he quickly found his aesthetic bearings with the Surrealists, particularly through ongoing discussions with André Breton and his friends. The young Riopelle had the wind in his sails, and in the spring of 1949, he had his first solo show, *Riopelle à la Dragonne*, at Galerie Nina Dausset, also known as La Dragonne.

"All the rosettes on the cathedrals are blown joyfully to bits. The air is about to bloom. Love has rubbed it all clean with its stone of thunder." This poetic passage, taken from a collaborative conversation between André Breton, Élisa Breton and Benjamin Péret entitled "Aparté" that appeared in the exhibition booklet, is a rapturous phenomenology of Breton's encounter with Riopelle, both personally and in his recent work. The art of Riopelle, depicted as the emergence of a new, living force, thus attained a special kind of early maturity, affirming the Automatists unequivocally in their rejection of the sclerotic lessons of Academicism to pursue a mode of expression that imperatively rejected any and all purely rational constraints.

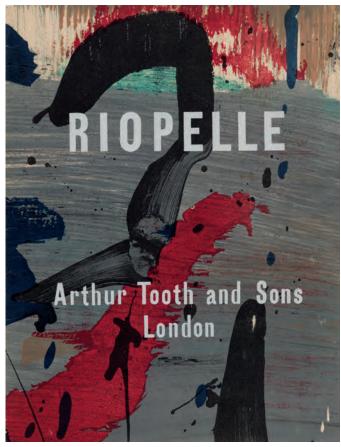
Verts ombreuses, painted that same year, evidences Riopelle's aspiration to "total chance" as a way to return to nature—not



Éditions Mithra-Mythe, Montreal, Refus global, 1948

nature as it appears, but as the foundational principle and source of what is expressed in the creative act. Riopelle thus operates in the thick of it, on two distinct planes. The first, paradoxically, of near unfathomable density, a general impression arising particularly from the deep shades of paint lavishly applied all over the canvas, their subtle colour modulations both contrasting and harmonious as applied with the palette knife. And the second suggested by another operational level, Riopelle now overlaying an extensive whitish cloud formed by a combination of more or less opaque spots and smears applied almost casually here and there with the knife, but which nonetheless seem clustered along the path of the more or less thread-like filaments flung straight from the paint tube. Out of shadow comes the light. Riopelle exploits here the power of white to great effect, using it to organize the composition as a whole, define the space, and evoke a kind of depth within it.

The intrinsic qualities of works such as *Verts ombreuses*, dating as they do from a period critical to the future trajectory of Riopelle's career, have contributed much to securing him a place among the defining figures of French Lyrical Abstraction. His work would soon be part of important curated exhibitions



Arthur Tooth & Sons, London, *J-P. Riopelle: Paintings* 1949 – 1959, 1959, catalogue cover

that defined the practice of abstract art both in Europe and the Americas. The first of them, *Véhémences confrontés* (*Vehement Confrontations*), in March 1951, again at La Dragonne, evinced a commitment to what we might call Informalism (Art Informel), as opposed to abstract formalism. It related Riopelle's work closely to that of leading European abstractionists such as Hans Hartung, Georges Mathieu and Otto Wols, and Americans including Willem De Kooning and Jackson Pollock. The exhibition catalogue was in the form of a manifesto, and many of the artists agreed to contribute their own texts. Riopelle used his contribution to proclaim, "Only total chance is fertile," allowing us to be fully spontaneous, thus "giving cosmic liberation every opportunity to enter."¹

Riopelle appears to have applied an understanding of the painterly act in *Verts ombreuses*, considering things like the active role given to the seemingly omnipresent dribbles and fine sprays of paint that shoot off in every direction until the entire composition topples into an essentially sensorial elsewhere free of any time or place referent. This purely pictorial state of affairs stems, despite all appearances, from space-times feverishly buzzing with transfers of energy—actions and reactions that arise out of the painter's random changes of position relative to the work being developed. Here Riopelle's approach differs from that of other

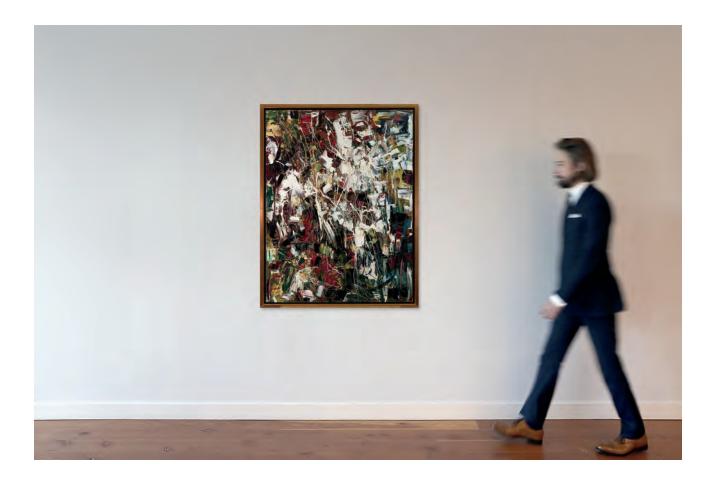


detail

abstraction practices, including the "action painting" associated with American Abstract Expressionism, because, through a process of explosive creation, its ultimate tendency is to forcefully bring out the living breath inherent in Riopelle's always unflagging concept of nature.

The retrospective exhibition *J-P. Riopelle: Paintings* 1949 – 1959 opened at Arthur Tooth & Sons in London on June 23, 1959. *Verts ombreuses*, reproduced and listed in the catalogue as *Verts ombreux*, immediately assumed the role of a foundation on which Riopelle's work in the ensuing decade—critical to its international recognition—could legitimately develop. Consider the phenomenal critical impact of the artist's "mosaics" period, a high point in his search for spontaneous, unhindered expression already brilliantly begun. It is equally true for his use of white in pursuit of the organic character of the composition, as is clearly seen here, and even more spectacularly in a series of large "white" paintings he would paint in 1954 to 1955 and about which Pierre Schneider would aptly remark: "Riopelle deliberately puts obstacles in his own way. He rejects colour and, to create depth, has saddled himself with what's least 'diggable'—white."²

Riopelle met Joan Mitchell in 1955, when she was a young American painter in Paris. She and her work would, in the course of their 25-year relationship, provide another source of



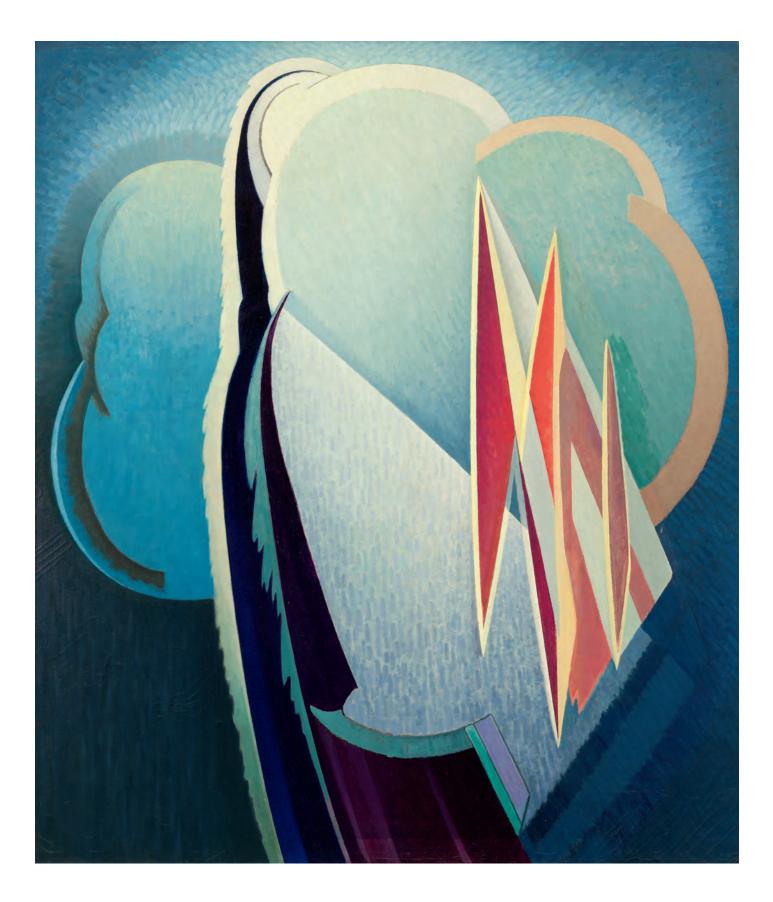
inspiration for his continued thinking about the use of white. The gouaches and oil on paper works Riopelle produced between 1956 and 1959—three of which were included in the Tooth & Sons exhibition—already clearly show Mitchell's influence. Like Mitchell, Riopelle made white, most often applied in broad patches, the dominant structural factor in the effective rendering of the works of the period, while the thinking behind them seems in a way like a systematic working-out of what he had begun in *Verts ombreuses*.

We thank Michel Martin for contributing the above essay, translated from the French. Martin is a former curator of contemporary art at the Musée national des beaux-arts du Québec (1978 – 2008) and was curator of the exhibition *Mitchell/Riopelle: Nothing in Moderation*, organized by the MNBAQ in 2017.

1. Riopelle in Véhémences confrontés (Paris: Galerie Nina Dausset, 1951), exhibition catalogue.

2. Pierre Schneider, "Jean Paul Riopelle," *L'Oeil* (Paris), no. 18, June 1956, 47.

ESTIMATE: \$2,500,000 - 3,500,000



209 Lawren Stewart Harris

ALC BCSFA CGP FCA G7 OSA TPG 1885-1970

Mountain Experience

oil on canvas, on verso signed, titled, dated circa 1946 on the McMichael Canadian Art Collection exhibition label, inscribed F75 twice and variously and stamped Lawren Harris LSH Holdings Ltd. 172 $51\frac{1}{2} \times 44\frac{1}{2}$ in, 130.8 × 113 cm

PROVENANCE

Collection of the Artist LSH Holdings Ltd., Vancouver Estate of the Artist The Collection of Torben V. Kristiansen, Vancouver

LITERATURE

Lawren Harris Paintings 1910 – 1948, Art Gallery of Toronto, 1948, listed page 35, titled as *Abstract Painting*

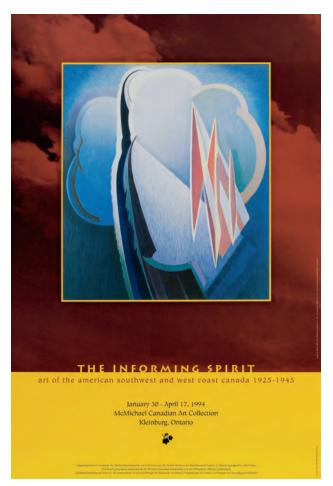
- Bess Harris and R.G.P. Colgrove, editors, *Lawren Harris*, 1969, listed page 145 and reproduced page 93, dated 1954
- Dennis Reid, *Atma Buddhi Manas: The Later Work of Lawren S. Harris*, Art Gallery of Ontario, 1985, reproduced page 34 and listed and reproduced page 87
- Megan Bice and Sharyn Udall, *The Informing Spirit: Art of the American Southwest and West Coast Canada*, McMichael Canadian Art Collection, 1994, reproduced page 167 and listed page 175

EXHIBITED

- Vancouver Art Gallery, 15th Annual British Columbia Artists' Exhibition, September 21 – October 13, 1946, titled Abstract Painting of a Mountain Experience, catalogue #53
- Little Centre, Victoria, *Exhibition of Abstract Paintings by Lawren Harris*, October 29 – November 17, 1946, titled *Abstract Painting of a Mountain Experience 1*, catalogue #19
- Art Association of Montreal, *64th Annual Spring Exhibition*, March 21 – April 20, 1947, titled *Subjective Painting*, *Mountain Experience*, catalogue #111
- Art Gallery of Toronto, *Lawren Harris Paintings* 1910 1948, October 16 - November 14, 1948, traveling in 1949 in Canada, titled *Abstract Painting*, catalogue #63
- Vancouver Art Gallery, *Lawren Harris: Recent Paintings*, May 10 June 15, 1955, shown at the University of British Columbia in October 1955, catalogue #12
- Willistead Art Gallery, Windsor, *Lawren Harris*, March 19 April 2, 1958, traveling to the Elsie Perrin Williams Memorial Art Museum, London, catalogue #11

National Gallery of Canada, Ottawa, *Lawren Harris Retrospective Exhibition*, June 7 – September 8, 1963, traveling to the Art Gallery of Vancouver, October 4 – 27, 1963, dated 1950 – 1952, catalogue #49

- Art Gallery of Ontario, Toronto, *Atma Buddhi Manas: The Later Work of Lawren S. Harris*, September 28 – November 24, 1985, traveling in 1986 to the Vancouver Art Gallery, Winnipeg Art Gallery and Art Gallery of Nova Scotia, Halifax, catalogue #49
- McMichael Canadian Art Collection, Kleinburg, *The Informing* Spirit: Art of the American Southwest and West Coast Canada, 1925 – 1945, January 30 – April 17, 1994, traveling in 1994 – 1995 to the Vancouver Art Gallery, Colorado Springs Fine Arts Center and Gibbes Museum of Art, South Carolina, catalogue #86

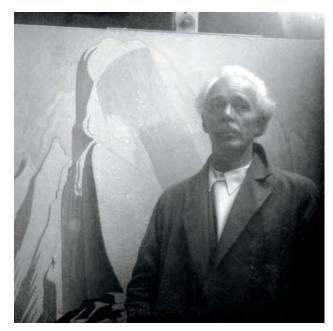


Exhibition poster for *The Informing Spirit: Art of the American Southwest and West Coast Canada, 1925 – 1945,* McMichael Canadian Art Collection, 1994, featuring *Mountain Experience*

LAWREN S. HARRIS'S artistic transition from landscape painting to abstraction was both rapid and definitive, marking a distinct junction of reinvention in his long career. In the span of a few short years, he went from realizing some of his boldest and most impressive landscape canvases, in the early 1930s, to a complete reimagining of his practice, where the representation of literal landscapes would be replaced by depictions of his own subjective experiences. This new approach is brilliantly seen here, in the luminous and epic canvas *Mountain Experience*.

Harris's enthusiasm for this path was obvious, and he wrote to Emily Carr in 1936, "At the present I am engrossed in the abstract way and ideas flow, and it looks as though it would take the rest of my days to catch up with them."¹ Indeed, though he would occasionally return to painting the landscape in a more direct and representational form, Harris's turn towards abstraction was a decidedly permanent reorientation, and his continual development within this realm ensured his next three decades of work would remain fresh and exciting.

There is also an alternative perspective on this transition that demonstrates how the separation between the different phases of Harris's career can be considered much less distinct. During his



Lawren Harris and *Mt. Ann-Alice* in the background, circa 1940 – 1941 Photo: Harold Mortimer-Lamb Courtesy of the family of Lawren S. Harris

LAWREN STEWART HARRIS, Mt. Ann-Alice oil on canvas, 1943 49 × 49 in, 124.5 cm × 124.5 cm Private Collection Courtesy of the Lawren Harris Inventory Project

Not for sale with this lot

Mountain Experience. The subject, as suggested by the name, is Mount Anne-Alice, a peak in Mount Robson Provincial Park. It is a place where Harris sketched extensively in 1929, and which he returned to visit in the 1940s with his wife Bess. Revealingly, a photograph of the representational canvas, taken around 1941 before it was reworked, finds the artist assigning the title *Mountain Form*, as he did to many of his major mountain works in the 1920s.

A fascinating contrast can then be observed between *Mountain Form* and *Mountain Experience*, painted a few years later, that reveals Harris's shift in perspective. Harris expanded on this in his writing:

Where the older representational artists would paint a number of sketches and paintings of subjects seen on a trip in the mountains, an artist today painting in the abstract expressionist manner would in one painting endeavour to achieve a combination of the moods, rhythms, character, and spirit that would be an expressive synthesis of many mountain experiences. The result, if successful, would be an extension of the experience beyond the range of realistic painting.³

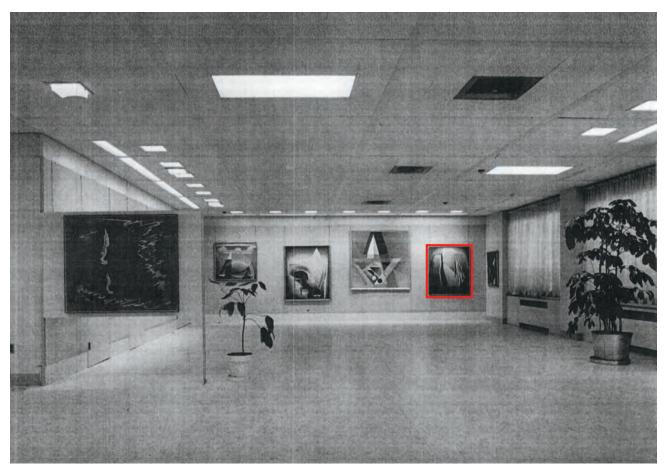
Dispensing with the shackles of representing physical reality, *Mountain Experience* is Harris sharing his holistic response to the mountains, and their fundamental truth, unhampered by specificity of location or time.

In the otherworldly *Mountain Experience*, Harris has maintained the underlying architecture of the mountain peak, but untethered it from the terrestrial setting. Instead, it now exists integrated within a dominion of glowing colour and dynamic

landscape period, Harris's style evolved quickly and constantly, with works of the same subject evolving dramatically over the course of even a couple of years. This is particularly evident in his work in the Rocky Mountains and at Lake Superior, where the shift towards more heavily abstracted forms can be seen in the reduction in detail and the insistent pursuit of more foundational, elemental subjects.

With his first documented non-objective paintings done in 1928, Harris was seeking new avenues to push beyond the limitations he found himself encountering in the depictions of landscape. He wrote, "My purpose in attempting to paint abstractions is that there is at once more imaginative scope and a more exacting discipline in non-objective painting. I have had ideas insistently forming which could not be expressed in representational forms."² To pursue his vision, Harris went through a significant perceptual evolution, shifting from trying to portray "form" in his art to instead focusing on the conveying of "experience." Though his subject matter in many cases remained the same, including his persistent fascination with mountains, the resulting canvases were distinctly different, and fostered fertile ground for his creativity.

This is probably nowhere more clearly or impressively demonstrated than by this magnificent canvas *Mountain Experience* and what might be considered its representational twin, *Mt. Ann-Alice* (private collection), both expressions of the same subject. These works provide a singular opportunity, as there are no other known pairings in Harris's catalogue that demonstrate such parallel explorations. Harris was photographed with the representational work on his easel in the early 1940s, shortly after he moved to Vancouver, and it is analogous in scale (49 × 49 inches) to



Installation view of Lawren Harris Retrospective Exhibition at the National Gallery of Canada, 1963, with Mountain Experience indicated

shapes, with the artist using its familiar form to suggest ideas that might not be expressible in words. Short, visible brush-strokes cover much of the canvas, dabs of colour placed closely together, irradiating the work with a sense of movement and vibration. This recalls methods Harris had used decades previous in his decorative snow scenes, and the reanimation of the technique in this new context breathes vibrant life into this fantastical composition.

Mountain Experience has been shown in numerous important exhibitions, including the artist's retrospective 1948 and 1963 shows. In the latter, it was hung among other important abstract works including *Abstraction 119* (Audain Art Museum Collection, sold by Heffel in May 2005), *Northern Image* (private collection, sold by Heffel in May 2023) and *Migratory Flight* (lot 218 in this sale), all stellar examples of Harris's ability to connect the visual language of his abstractions to the environments and landscapes that inspired his previous representational works.

In considering these provocative and enthralling works, the words of the artist again can help guide us:

Really the pertinent question is not 'What does it mean?' but 'What experience does it contain?' For a real work of art exists to engender a certain kind of life within us. Its power is to evoke, to enhance, to develop depths and heights of experience we have not had, or to develop those experiences we have already had to greater depths of understanding. Its function is to enlarge our consciousness, to sharpen, intensify, and deepen our awareness, and to increase our range of experience.⁴

Harris has managed in *Mountain Experience* to transcend the limitations he found in landscape work and convey his love not for a specific mountain, but instead for the awe-inspiring experience of being amongst them, and all the excitement and vitality and beauty that such places are imbued with.

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

1. Harris to Emily Carr, May 3, 1936, Emily Carr Papers, MS-2181, box 2, folder 3, BC Archives, Victoria.

2. Lawren Harris, quoted in Bess Harris and R.G.P. Colgrove, eds., *Lawren Harris* (Toronto: Macmillan, 1969), 91.

3. Ibid.

4. Ibid., 18.

ESTIMATE: \$150,000 - 250,000

210 Jean Paul Riopelle

AUTO CAS OC QMG RCA SCA 1923 - 2002

Sans titre

oil on canvas, signed and on verso signed, dated 1959 on a label, inscribed with the Pierre Matisse stock #ST-4139 on the gallery label and variously and stamped Galleria d'Arte Il Mappamondo and Kunstnernes Hus, Oslo 1960 28 ¾ × 39 ¼ in, 73 × 99.7 cm

PROVENANCE

Pierre Matisse Gallery, New York Collection Henie-Onstad, Oslo *Tableaux Modernes & Contemporains*, Peshetau-Badin & Ferrien, March 24, 1996, lot 102 The Collection of Torben V. Kristiansen, Vancouver

LITERATURE

Yseult Riopelle, Jean Paul Riopelle Catalogue Raisonné, Volume 2, 1954 – 1959, 2004, reproduced page 332, catalogue # 1959.063H.1959

EXHIBITED

Kunstnernes Hus, Oslo, *Sonja Henie / Niels Onstad Collection*, November 12 – December 31, 1960, catalogue #102

Kunsthalle Basel, Switzerland, catalogue #558

Galerie Eric Klinkhoff, Montreal, *Collectors' Treasures: Annual Loan Exhibition*, October 19 – November 2, 2019, catalogue #43

SANS TITRE FROM 1959 displays the quintessential hallmarks of Jean Paul Riopelle's work of the late 1950s, a period of profound metamorphosis in which the imprint of his renowned mosaic paintings remained evident and yet the outcome was transformed by a convergence of new influences and sources of inspiration. Chief among these was Riopelle's relationship with the artist Joan Mitchell, begun in the mid-1950s and coinciding with his experiments with white and the associated investigation of the figure/ground relationship. Throughout this period, he also continued to explore new techniques in the application of paint, thereby interrogating the very act of painting.

In *Sans titre*, 1959, the paint has been applied thickly with a palette knife, reminiscent of critic Patrick Waldberg's description of Riopelle's early mosaics as "sculptures in oil."¹ By the late 1950s, however, Riopelle is wielding his palette knife differently, dragging it through the thickly applied impasto to create elongated trails rather than articulated mosaic tesserae pushed into the paint from above. Here, layers of horizontal and vertical strokes form a backdrop for the curving, diagonal movement that converges in a vortex at the centre of the composition.

Within the dense texture of the impasto, colours confront one another, collide, fragment and merge. Riopelle limits himself to a primary palette of black, white and red, so that the resulting striations have a geological quality, like layers of rock or precious stones. Riopelle plays with the essential flexibility of white, which at once provides a ground from which the contrasting darker forms emerge and at the same time takes on the properties of the surrounding colours and shades, blending on the canvas to become granite or asphalt, coral or blush. Traces of emerald green and ochre pop against the greyscale, the green not only complementary to the dramatic blood red applied in slashes but also diametrically opposed in mood, its joyful exuberance only briefly glimpsed, like something flickering at the edges of one's field of vision.

Sans titre, 1959, bears noteworthy provenance, as it was originally sold by the Pierre Matisse Gallery in New York. Matisse, the youngest son of the modern master Henri Matisse, moved to New York to become an art dealer in 1925 and soon established a towering reputation, introducing artists such as Marc Chagall, Jean Dubuffet, Alberto Giacometti, Joan Miró and Yves Tanguy to American audiences. His roster of clients included Walter P. Chrysler Jr., Joseph Hirshhorn, Joseph Pulitzer Jr. and Nelson A. Rockefeller.

Riopelle was first introduced to Matisse in 1953 by their mutual friend Georges Duthuit, a writer and art historian affiliated with Surrealist circles in Paris. Matisse was so impressed with Riopelle's work that he offered him a solo show at his gallery in New York the following year and purchased the entire exhibition in advance. As Riopelle described it: "When there was I don't know what economic crisis, and all the art dealers were only reading the stock reports, Pierre Matisse came to me and said: 'I'll buy everything.' Seeing my astonishment, he said: 'I'm the son of a painter. I have no other profession than that of dealer. If you go down, I'll go down with you.'"² Following that auspicious beginning, Matisse became Riopelle's dealer in New York for over three decades—indeed, the gallery's final exhibition in 1989, only months before Matisse's death, was a solo show devoted to Riopelle.

Duthuit remained a close friend of Riopelle throughout his life and became a regular commentator on his work. His deep admiration for Riopelle's creative genius and commitment to painting is best expressed by his contribution to an exhibition catalogue at the Rive Droite gallery, in the form of an open letter to Riopelle: "Do you, too, not turn yourself inside out like a glove, to pour yourself entirely, exposed and bloody, into your painting, giving to each picture the last minute of your life?"³

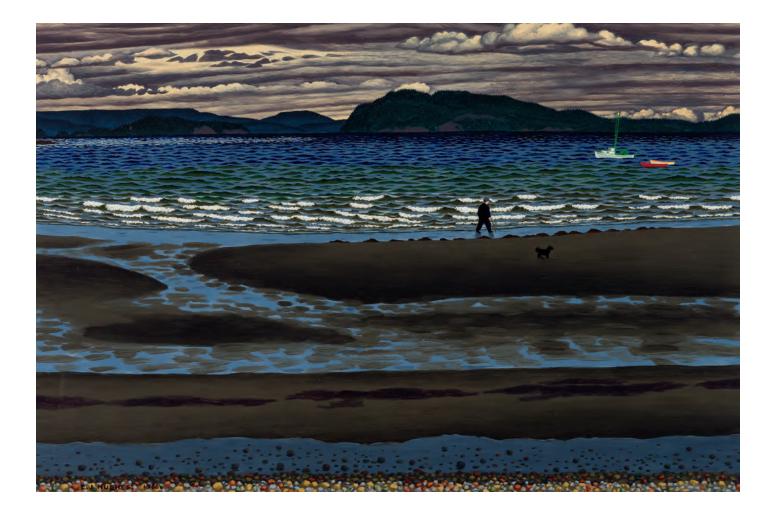
1. Quoted in François-Marc Gagnon, *Jean Paul Riopelle and the Automatiste Movement* (Montreal: McGill-Queen's University Press, 2020), 91.

2. Ibid., 156.

3. Quoted in Florence Duchemin-Pelletier, "'So, My Eskimos Come from France': Riopelle and the Indigenous Arts in Paris," in *Riopelle: The Call of Northern Landscapes and Indigenous Cultures*, ed. Andréanne Roy, Jacques Des Rochers, and Yseult Riopelle (Montreal: Montreal Museum of Fine Arts, 2020), exhibition catalogue, 47.

ESTIMATE: \$250,000 - 350,000





211 Edward John (E.J.) Hughes

BCSFA CGP OC RCA 1913 - 2007

Early May at Qualicum Beach

oil on canvas, signed and dated 1966 and on verso signed, titled, dated December 1966, inscribed with the Dominion Gallery inventory #D4028 and 15 Nov 66/17 Nov 66 and stamped Dominion Gallery 24 × 36 in, 61 × 91.4 cm

PROVENANCE

Dominion Gallery, Montreal Equinox Gallery, Vancouver Mr. & Mrs. Gordon T. Southam, Vancouver *Canadian Post-War & Contemporary Art*, Heffel Fine Art Auction House, November 19, 2008, lot 14 The Collection of Torben V. Kristiansen, Vancouver

LITERATURE

- Doris Shadbolt, *E.J. Hughes*, Vancouver Art Gallery, 1967, the 1948 oil entitled *Qualicum Beach* reproduced front cover and the similar 1950 oil entitled *Low Tide*, *Qualicum Beach* reproduced, unpaginated, catalogue #15
- Ian M. Thom, *E.J. Hughes*, Vancouver Art Gallery, 2002, page 158, the 1948 oil entitled *Qualicum Beach* reproduced page 80, a 1958 oil entitled *Qualicum* reproduced page 135, a 1958 oil entitled *View from Qualicum Beach* reproduced page 126 and a similar 1955 oil entitled *Looking North from Qualicum Beach* reproduced page 126
- Jacques Barbeau, *The E.J. Hughes Album, Volume 1, The Paintings,* 1932 1991, 2011, reproduced page 47

QUALICUM BEACH WAS a subject that Hughes delved into repeatedly, going back to 1948 when, while on an Emily Carr scholarship, he saw this beautiful location on a sketching trip to eastern Vancouver Island. Drawings done during this period served as source material for his work for years to come. It was Group of Seven member Lawren Harris who, impressed with his work, had recommended Hughes for this scholarship. He also corresponded with him to offer advice. In addition to Harris's support, Hughes received recognition from A.Y. Jackson and George Pepper, and he was nominated to join the Canadian Group of Painters in 1948. That same year Hughes produced one of his most important early works, the powerful canvas entitled *Qualicum Beach*, with its dark palette, primitive style and sideways vantage point. It was acquired by Hart House at the University of Toronto.

Hughes moved to Vancouver Island in 1946, first to Victoria, then to Shawnigan Lake in 1951, and subsequently to Duncan. While in Victoria he painted two scenes of Qualicum. These were the famous *Qualicum* (1948), featured on the cover of his 1967 retrospective catalogue from the Vancouver Art Gallery, and in 1950 he painted *Low Tide*, *Qualicum Beach*, a composition very similar to *Early May at Qualicum Beach*, with a choppy sea and stormy sky. In 1958, he produced the fine canvas *Qualicum*, in the collection of the Vancouver Art Gallery, with its strong emphasis on the patterning in the rocky beach, as well as an 8×20 foot mural commission for the CPR titled *View from Qualicum Beach*, dominated by mountains, which was installed in the Royal York Hotel in Toronto.

It is interesting to note the evolution of Hughes's style through paintings of Qualicum Beach from different decades, from a primitive to a more natural, though heightened, approach to the subject. *Early May at Qualicum Beach*, from the desirable period of the 1960s, has the strong use of colour typical of this time, in this case a dramatic steely sky over the deep blue ocean flowing into tidal flats, highlighted by bright whitecaps. Hughes adds the warmth of human presence by the inclusion of a man and his dog enjoying the atmosphere of the kind of fresh, windy day that is so exhilarating for walking on the beach.

The boats bobbing in the waves are similar to the ones seen in the 1950 and 1958 Qualicum works, and the man with his dog and the view of the tidal flats are virtually the same as in *Low Tide*, *Qualicum Beach*. These similarities are likely derived from his previous drawings of the site. Hughes constructed his image in layers, giving the viewer much to linger over, from the patterns of rocks in the foreground to the light reflected in the tidal flats, the rhythm of ocean waves and the expansive view capped by a startling sky. He chose his compositional elements with great care, and the positioning of each element is the result of a process of distillation and refinement. Reflective and expansive, *Early May at Qualicum Beach* is a superb work.

Hughes openly stated his interest in beauty in nature, and his numerous paintings of Qualicum Beach reflect this. Hughes took what was already stunning and refined it into something unique and unforgettable. Visiting the sites that he painted on the east coast of Vancouver Island, one is haunted by his vision of those places, which adds an overlay, an extra dimension and intensity to the scene.

One of the finest painters of the West Coast, Hughes never wavered in his love of landscape, stating, "One of the main reasons I paint is because I think nature is so wonderful.... I feel that when I am painting, it is a form of worship." Constant in the conviction of his path, and unaffected by the changing fashions of art, Hughes created a legacy of painting that is of its time yet timeless, rooted in the beauty of his region, yet borderless.

ESTIMATE: \$250,000 - 350,000



212 Bertram Charles (B.C.) Binning

BCSFA CGP CSGA OC RAIC RCA 1909 - 1976

Two Ships with Orange Sun

oil on board, signed and on verso titled on the artist's label and inscribed variously, circa 1950 13 $\frac{1}{4} \times 12$ in, 33.7 × 30.5 cm

PROVENANCE

Collection of the Artist Women's Auxiliary, *Fourth Annual Sale and Exhibition of Contemporary Paintings*, Vancouver Art Gallery, 1951 Acquired from the above by Mrs. L. Hopen deVooght Galleries Ltd., Vancouver Private Collection, Vancouver *Canadian Post-War & Contemporary Art*, Heffel Fine Art Auction House, May 17, 2011, lot 2 The Collection of Torben V. Kristiansen, Vancouver

LITERATURE

Do You Own a Canadian Painting?, Vancouver Art Gallery, Women's Auxiliary, 1951, listed page 1

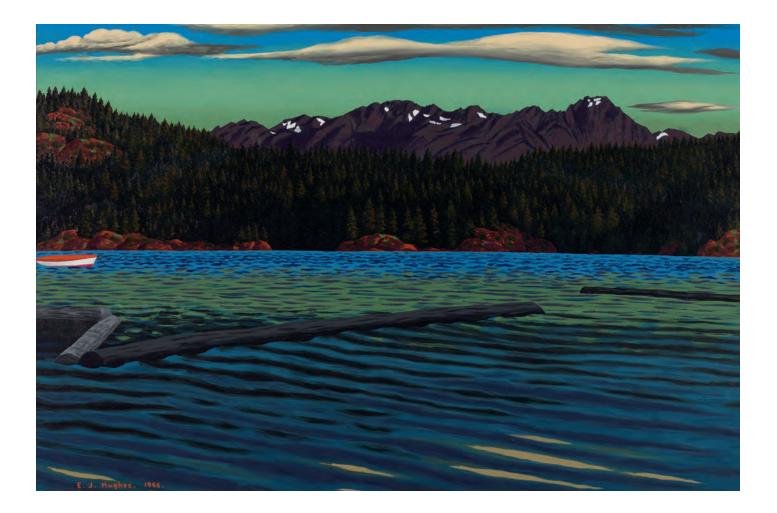
EXHIBITED

Vancouver Art Gallery, Fourth Annual Sale and Exhibition of Contemporary Paintings, organized by the Women's Auxiliary, Do You Own a Canadian Painting?, 1951

THIS VIBRANT B.C. BINNING painting was acquired from the Women's Auxiliary at the Vancouver Art Gallery, whose yearly selling exhibitions were organized with the intent of encouraging collectors to bring Canadian art into their homes. Binning was a pioneering West Coast modernist, involved in all aspects of the arts. He was head of the Fine Arts Department at UBC, an architect, an artist and an arts advocate. Primarily a draughtsman in his early career, Binning depicted West Coast life in his drawings. In 1948, he began to paint predominantly in oil; his subjects were ships and the sea, perhaps inspired by his own sailboat, which he named Skookumchuck. By 1950, Binning had developed a semi-abstract style that still relied on his nautical subjects. Massive architectural forms of ships at anchor dominate his works from this period. This whimsical painting with two large pareddown boats bobbing under the vibrant orange sun is a superb example of Binning's work from this highly sought-after era.

This work is in the original frame made by Binning.

ESTIMATE: \$25,000 - 35,000



213 Edward John (E.J.) Hughes

BCSFA CGP OC RCA 1913 - 2007

Looking South over Sooke Harbour

oil on canvas, signed and dated 1966 and on verso signed, titled, dated and inscribed with the Dominion Gallery inventory #A3556 24 × 36 in, 61 × 91.4 cm

PROVENANCE

Dominion Gallery, Montreal Private Collection, Montreal Canadian Post-War & Contemporary Art, Heffel Fine Art Auction House, May 28, 2014, lot 38 The Collection of Torben V. Kristiansen, Vancouver

LITERATURE

Ian M. Thom, *E.J. Hughes*, Vancouver Art Gallery, 2002, pages 147 and 158

Jacques Barbeau, The E.J. Hughes Album: The Paintings, Volume 1, 1932 – 1991, 2011, reproduced page 47

IN THE 1960S, E.J. Hughes gained much recognition both in British Columbia and across Canada. Dr. Max Stern of the Dominion Gallery in Montreal was handling his work and avidly promoting him. In 1961, the Canadian Broadcasting Corporation included Hughes in *Five BC Painters*, a documentary for television on British Columbia artists, and in 1967, the Vancouver Art Gallery mounted a retrospective of his work. He was awarded a Canada Council fellowship in 1963, which he used for sketching trips on the coast and into the Interior. In 1968, his work was included in the exhibition *Man and His World* in Montreal on the site of Expo 67.

Hughes's work of the 1960s is noted for its intense colouration and strength of composition. His astute powers of observation made him acutely aware of the elements of the scene he was painting, but he did not simply record what he saw. His keen eye was aware of patterns, textures, interesting contrasts and unusual atmospheres, and he chose to heighten these elements in his works. There is also a certain poignancy of feeling in his work, which derives from his great regard for nature. Hughes stated: One of the main reasons I paint is because I think nature is so wonderful.... I feel that when I am painting, it is a form of worship. I see how wonderful nature is and how wonderful art is... and by trying to produce these works of art, I feel that I am just showing my appreciation of these creations.

This striking scene is a view from the southwest tip of Vancouver Island. *Looking South over Sooke Harbour* possesses the deep colouration that distinguishes Hughes's 1960s works. The forested far shore is depicted as almost black and the mountains beyond purplish-grey and black, making the white patches of snow and ice on the mountains stand out sharply. An eerie green glow above the mountains contrasts with the deep blue sky and reflects in the ocean in the central foreground. Such glows of light are often seen on the horizon at the end of the day in British Columbia.

The palette of predominantly blue and green is enlivened by the small red boat and the orange tones in the exposed rocky bluffs on the far shore. Hughes often included a human presence in his paintings, here suggested by the boat and more indirectly through the floating logs—likely escaped from a log boom under tow. Over the scene float strange, fascinating cloud forms—another feature of the 1960s work, in which his clouds sometimes have the quality of being sculpted—and the central elongated form fascinates the eye. On the BC coast, scenes in which colouration or lighting seems almost unbelievable are not uncommon, and Hughes's treatment of atmosphere here triggers that feeling of awe that one feels in seeing such unusual light.

At the time of his 1967 retrospective at the Vancouver Art Gallery, curator Doris Shadbolt noted, "His private revelation is of a kind to resist the wearing of time." This was a perceptive comment, as recognition for Hughes's work continues to grow unabated today in appreciation of his unique vision. Hughes's meticulous attention to detail, his choice of striking compositions carefully honed to bring out the essence of the landscape, and his intensity of vision imprint on the viewer's consciousness. *Looking South over Sooke Harbour* embodies these refined qualities and resonates with Hughes's great regard for the beauty of the West Coast.

ESTIMATE: \$150,000 - 200,000



214 Bertram Charles (B.C.) Binning

BCSFA CGP CSGA OC RAIC RCA 1909 - 1976

Four Ships in Variable Weather No. 1

oil on board, signed and dated 1949 and on verso signed, titled on a label and inscribed on a label *Collection: Oscar Erickson* and with Binning's address *2968 Mathers Cr., West Vancouver* 12 × 18 in, 30.5 × 45.7 cm

PROVENANCE

A gift from the Artist to Oscar Erickson, Vancouver By descent to the family of Arthur Erickson, Vancouver *Canadian Post-War & Contemporary Art*, Heffel Fine Art Auction House, May 17, 2011, lot 1

The Collection of Torben V. Kristiansen, Vancouver

LITERATURE

- Doreen E. Walker, B.C. *Binning: A Classical Spirit*, Art Gallery of Greater Victoria, 1986, the 1948 oil on board entitled *Four Ships in Variable Weather* reproduced catalogue #1, unpaginated
- Abraham J. Rogatnick et al., *B.C. Binning*, 2006, page 126

IN THE LATE 1940s and early 1950s, B.C. Binning painted a group of works based on the sea and ships. Binning sailed his boat up Indian Arm just after the war and discovered a number of World War II ships tied up in one of the coves there. Their large hulls towering above his small boat made an indelible impression on him—he found their presence regal as they floated motion-less on the calm water. This elegant yet playful painting contains this important motif of towering hulls, along with other nautical details such as rigging and pennants. Although formal and architectural in its arrangement of elements, *Four Ships in Variable Weather No. 1* possesses a spirit of joy that is unmistakable amid the formality of the work. Binning wrote affectionately of the boats that were such important motifs in his work: "They can be lyric, no doubt about that, grand and elegant with dignity and power, or jolly and happy for joy. They abstract well."

This work was originally a gift from the artist to Oscar Erickson, the father of renowned architect Arthur Erickson. Both men were Binning's friends, thus they had access to Binning's best works.

ESTIMATE: \$40,000 - 60,000



215 Gordon Appelbe Smith

BCSFA CGP CPE OC RCA 1919 - 2020

SA 13 Landscape

oil on canvas, signed and on verso titled, circa 1965 $25 \frac{1}{2} \times 30$ in, 64.8 × 76.2 cm

PROVENANCE

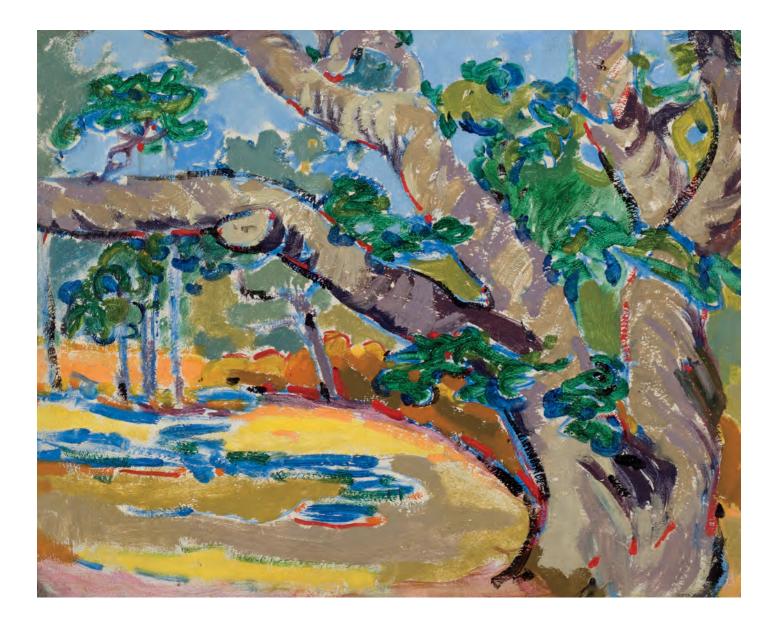
Private Collection, Edmonton *Canadian Post-War & Contemporary Art*, Heffel Fine Art Auction House, May 17, 2011, lot 25 The Collection of Torben V. Kristiansen, Vancouver

LITERATURE

Ian M. Thom and Andrew Hunter, *Gordon Smith: The Act of Painting*, Vancouver Art Gallery, 1997, a similar circa 1966 canvas entitled *Blue Still Life* reproduced page 83

GORDON SMITH IS one of Canada's most important early modernist painters; his work has always existed in a procession of evolutionary styles. His period of abstraction began after he studied with abstract painter Elmer Bischoff at the California School of Fine Arts in 1951. Seeing American Abstract Expressionists such as Clyfford Still caused him to examine the qualities of paint itself, and he immersed himself in colour, texture and brushwork. A new direction emerged in 1965 that incorporated bold colour and a dynamic tension between forms and lines that expanded from the centre and encountered the limitation of the edge of the canvas. These works, of which this is an outstanding example, were imbued with a kind of nervous energy, activated by a vivid colour palette that included brilliant reds, blues and greens. Explosive central forms hovered on rich colour fields as Smith painted with a daring eloquence. An initiatory 1965 oil from this group titled Red Wizard, Red was reproduced in Time magazine. In 1966, a retrospective of Smith's work was mounted at the University of British Columbia Fine Arts Gallery, including works from this series, further establishing Smith's importance in British Columbia's artistic community.

ESTIMATE: \$30,000 - 50,000



216 Emily Carr

BCSFA CGP 1871 - 1945

Gnarled Tree

oil on board on canvas, on verso stamped Dominion Gallery on a label, circa 1913 – 1920 13 × 16 in, 33 × 40.6 cm

PROVENANCE

Dominion Gallery, Montreal

Right Honourable Malcolm John MacDonald, PC OM, British High Commissioner to Canada, 1941–1946, London, England

By descent to a Private Collection, Ontario

Fine Canadian Art, Heffel Fine Art Auction House, May 17, 2011, lot 147, reproduced front cover

The Collection of Torben V. Kristiansen, Vancouver

EMILY CARR WAS born in Victoria in 1871. She grew up in the city and began her art training there. Unfortunately, in the late nineteenth century, British Columbia did not offer any serious training for artists. Beginning in 1890, Carr trained first in San Francisco, then in England and, most importantly, in France (1910 – 1911). This last period of training was of critical importance, because Carr felt she needed a more robust painting style that would allow her to paint the totem poles and Indigenous life of BC. Although she was uncertain what to expect of her training in France, it radically changed her approach to painting by freeing her to use colour in an expressive rather than a descriptive manner.

Following her return from France in late 1911, Carr organized an exhibition of her French paintings in Vancouver in early 1912. The reaction to these works was not particularly positive but, despite the tepid reception that the French works received, Carr headed to northern BC to paint Indigenous subjects. Carr used heightened colour and looser brush-strokes in her work. This bolder approach to painting allowed her to express herself more forcefully and the works she painted, both on site and later in her studio, are among her most important images. Unfortunately, this new, bolder approach did not receive enormous support from the public. A major exhibition of Carr's Indigenous subjects in Vancouver in 1913 did not receive the attention Carr had expected. She had hoped that the government of BC would purchase her paintings of Indigenous communities and totem poles, but to her regret this sale did not occur. Unable to support herself in Vancouver, Carr returned to Victoria and began a period of work as a landlady, a potter and, much more rarely, a painter.

Unable to give up her painting completely, Carr produced a number of vividly painted images of the parks and landscape around Victoria during the period 1913 to 1920. *Gnarled Tree* is one of the works Carr painted during this time. A brightly coloured image, *Gnarled Tree* reflects brilliantly what Carr had learned during her training in France. Perhaps the most important lesson she had embraced was the idea that colour could be used for expressive purposes rather than being used solely in a descriptive manner.

While *Gnarled Tree* uses naturalistic colour in part—the main colours of the tree trunk, for example—the painting also brilliantly employs unnaturalistic colours. The field to the left of the gnarled tree is powerfully painted using blue, red, yellow, orange and pink. All these colours suggest sunshine flooding the field and Carr's vision of the tree within the field.

Equally striking to her use of colour is Carr's expressive paintwork. This is an image that Carr painted quickly and decisively. The placement of her colours is confident and assured. One of the most notable elements of this work is Carr's use of flashes of red pigment on the tree itself and on the ground. Did Carr really see this colour in this scene? The answer is almost certainly that she did not, but this use of red propels the eye around the image. The colour has an expressive and directional rather than a descriptive function.

Gnarled Tree is a painting of a tree at the edge of a grassy field, not a particularly exciting sounding subject. With Carr's use of vividly expressive colour, her quick application of paint, and her tight, effective composition, the painting is an image of remarkable visual excitement. When *Gnarled Tree* was painted, no other artist in Canada was producing images of such power and skill.

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

ESTIMATE: \$250,000 - 350,000

217 Emily Carr

BCSFA CGP 1871 - 1945

Woodland Interior

oil on paper on board, signed with the estate stamp and on verso inscribed 88 and with the Dominion Gallery inventory #844d, circa 1938 $24 \times 35 \%$ in, 61 × 90.5 cm

PROVENANCE

Dominion Gallery, Montreal Private Collection, Vancouver *Fine Canadian Art*, Heffel Fine Art Auction House, May 25, 2016, lot 122 The Collection of Torben V. Kristiansen, Vancouver

LITERATURE

Doris Shadbolt, *The Art of Emily Carr*, 1979, a similar circa 1937–1940 oil on canvas entitled *Sombreness Sunlit*, in the collection of the BC Archives, reproduced page 131, and a similar circa 1937–1940 oil on canvas entitled *Dancing Sunlight*, in the McMichael Canadian Art Collection, reproduced page 144

Emily Carr, Hundreds and Thousands: The Journals of Emily Carr, 2006, pages 179, 185, 273 and 282

I am circled by trees. They are full of chatter, the wind and the birds helping them. Through the sighing of the wind they tell their sorrows. Through the chortle of the birds they tell their joy.

-EMILY CARR, 1934

TO EMILY CARR, the forest was a green jungle, wild and unfettered, a place of unstoppable life and mystery. While at home in Victoria, she would long to get out into the woods and commune with nature. In her journal *Hundreds and Thousands*, she asked, "What attracts me in those wild, lawless, deep, solitary places?" Again and again, in each work Carr sought to capture the heart of the forest and her own experience of it—to set down the ungraspable in paint. In doing so, she created a body of work that expressed the essence of the British Columbia forest.

One of Carr's chapters in her journal *Hundreds and Thousands* is entitled "A Tabernacle in the Wood," making it clear that she found a religious experience in the forest. To attain this, she immersed herself in the forest to paint. After setting up her stool

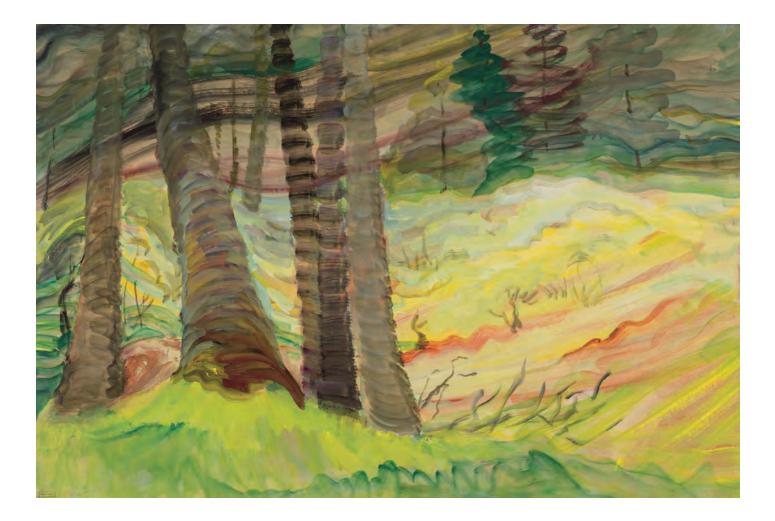
and painting materials, she settled, waiting for her vision to coalesce. In the 1930s, Carr's method of working with oil thinned with turpentine or gasoline on paper allowed her to paint out of doors; it also gave her great freedom to work intuitively and express the stream of ideas that came to her. She wanted her subject to impose itself on her, not the other way around. Carr's intention was to channel the spirits of nature surrounding her, and she transferred her vision to paper with bold, fluid strokes, at the same time experiencing an elevated state of consciousness.

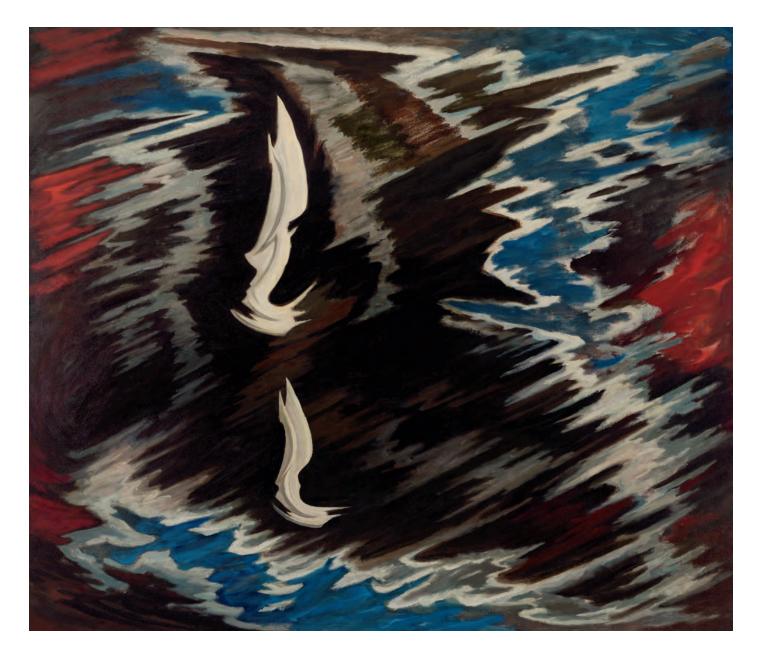
To Carr, trees were animate beings. She painted ancient oldgrowth giants reaching for the sky, young, slender evergreens dancing in the wind, fallen trees and broken stumps. Trees in all stages of their life cycle, emerging from and returning to the earth, were fascinating to her, and she had a tendency to anthropomorphize them. She wrote of "the awful solemnity of the age-old trees, with the wisdom of all their years of growth looking down on you, making you feel perfectly infinitesimal." Then, at the opposite pole, she expressed her delight with young trees, such as "little frivolous pines, very bright and green as to tips. The wind passes over them gaily, ruffling their merry, fluffy tops and sticking-out petticoats."

In this inner forest work, a solemn grove of trees in the foreground is lit from behind by a golden green glow created by light filtering through the canopy into a clearing and striking rolling mounds of soft moss and grass. Streaks of pink and orange further warm this inviting space. Carr's trees here have a distinctive style seen in the late 1930s—a segmentation of tree trunks into rings, formed by short, horizontal strokes of paint. This stylization recalls the inner growth rings in trees, which indicate the age of the tree. In the slender background trees, these rings open up and show space in between, a manifestation of the dematerialization of form in the stream of energy pulsing through the forest.

Carr was very conscious of energy moving through all parts of the forest, rolling up from the ground and moving like an electrical current through the tree trunks and up into the canopy, merging into one great pulse of life. The imperative of creation is unstoppable, and Carr perceived that from the earth "rushes again the great green ocean of growth. The air calls to it. The light calls to it. The moisture. It hears them. It is there waiting. Up it bursts; it will not be kept back. It is life itself, strong, bursting life." *Woodland Interior* is Carr's stirring visual poem to that life.

ESTIMATE: \$200,000 - 300,000





218 Lawren Stewart Harris

ALC BCSFA CGP FCA G7 OSA TPG 1885-1970

Migratory Flight

oil on canvas, on verso signed, titled, inscribed F112 and variously and stamped Lawren Harris LSH Holdings Ltd. 158, circa 1950 $42 \frac{1}{2} \times 49 \frac{1}{2}$ in, 108 × 125.7 cm

PROVENANCE

Collection of the Artist LSH Holdings Ltd., Vancouver Estate of the Artist The Collection of Torben V. Kristiansen, Vancouver

LITERATURE

Canadian Group of Painters 56/57, Art Gallery of Toronto, 1956, listed and reproduced, unpaginated

Bess Harris and R.G.P. Colgrove, editors, *Lawren Harris*, 1969, listed page 145 and reproduced page 95, dated 1950

Dennis Reid, *Atma Buddhi Manas: The Later Work of Lawren S. Harris*, Art Gallery of Ontario, 1985, listed and reproduced page 92, dated circa 1954

EXHIBITED

Vancouver Art Gallery, *Lawren Harris, Recent Paintings*, May 10 – June 15, 1955, catalogue #21

Art Gallery of Toronto, *Canadian Group of Painters 56/57*, November 9 – December 26, 1956, traveling to the Vancouver Art Gallery, January 1957, catalogue #26

Willistead Art Gallery, Windsor, *Lawren Harris*, March 19 – April 2, 1958, traveling to the Elsie Perrin Williams Memorial Art Museum, London, catalogue #9

- National Gallery of Canada, Ottawa, *Lawren Harris Retrospective Exhibition*, June 7 – September 8, 1963, traveling to the Vancouver Art Gallery, October 4 – 27, 1963, titled *A Migratory Flight*, dated 1954 – 1956, catalogue #62
- Art Gallery of Ontario, Toronto, *Atma Buddhi Manas: The Later Work of Lawren S. Harris*, September 28 – November 24, 1985, traveling in 1986 to the Vancouver Art Gallery, Winnipeg Art Gallery and Art Gallery of Nova Scotia, Halifax, catalogue #59

MIGRATORY FLIGHT IS a prime example of Lawren S. Harris's explorations of Abstract Expressionism, which represent the artist's freest and most diverse period of creativity. Painted in the early 1950s, this energetic and bold work finds Harris balancing his interest in line-based composition alongside organic shapes and a limited, carefully honed colour palette. Unlike many of his other abstract works, there are no known variations on this composition, neither preceding sketches nor alternative versions. Instead, this is Harris presenting a singular vision, both distinct from his other paintings and yet instantly recognizable as at home within his catalogue.

In this work, one finds the echoes of familiar abstracted depictions of nature that connect Harris's landscape period to his abstracts. The jagged, white-outlined forms mimic cloud shapes that Harris would commonly sketch, appearing often as components of his Lake Superior works, and, increasingly after he moved to New Hampshire in 1934, as stand-alone depictions. By the 1950s, when Migratory Flight was painted, Harris had evolved from his early practice of taking natural elements from the environment and depicting them in rearranged, yet often guite literal, forms. Instead, he chose to develop and reconstruct novel shapes out of fragments of the familiar, as we see here with the enigmatic, pale focal points of this work, which seem to be moving across the picture plane in flight. Examples of such parallel efforts translating nature into new languages include the canvas Autumn Rhythm (circa 1957, in the McMichael Canadian Art Collection) and the circa 1950 work In Memoriam to a Canadian Artist (private collection).

Harris's relationship with titling his works was somewhat unpredictable, and he often preferred not to title them at all. But for a 1955 exhibition of his abstracts, entitled Recent Paintings (in which this present work was featured), all 22 paintings were given evocative names. His writing on the aforementioned In Memoriam to a Canadian Artist offers insight into his process: "When I laid in the painting, it suddenly struck me that it could express Tom Thomson, and therefore it was Tom I had in mind-his remoteness, his genius, his reticence."1 In these Abstract Expressionist works of the 1950s, Harris seems to have discovered the nature of representational elements as they emerged, and only after a work was done might he be able to retrospectively assign a title such as Migratory Flight, having then realized the nature of unconscious inspiration. Given the location of Harris's easel, beside a large picture window overlooking Burrard Inlet, the influence of passing clouds and flying birds is easy to imagine.

As an ever-evolving artist, Harris was continually reinventing his approaches, and he was keenly aware of artistic developments both in Canada and globally. Despite him being in his late sixties when this work was painted, *Migratory Flight* is remarkably contemporary for the time; it resonates directly with the works of his younger contemporaries in Painters Eleven, including Jack



Installation view of Lawren Harris Retrospective Exhibition at the National Gallery of Canada, 1963, with Migratory Flight indicated

Bush and Jock Macdonald. Harris at this point was a giant on the national arts scene (in 1948, he was the first living artist to have a comprehensive exhibition at the Art Gallery of Toronto). There was widespread admiration for the work he had done and, for those who were attuned to the evolution of contemporary art, for the work he was continuing to do.

In celebrating the opening of Harris's 1963 retrospective show in Vancouver, in which this work was exhibited, fellow artist Jack Shadbolt wrote to Harris to convey his appreciation. Poetically capturing the way in which Harris's work had permeated the Canadian cultural fabric and, in particular, expanded the boundaries of art in this country, he penned, "I wish you most warmly and personally the solid recognition of your break-through to important territory for us all. I don't have to wish your works that recognition. They are already in our language."²

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

1. Lawren Harris, quoted in Bess Harris and R.G.P. Colgrove, eds., *Lawren Harris* (Toronto: Macmillan, 1969), 43.

2. Jack Shadbolt to Lawren Harris, October 3, 1963, Estate of Lawren S. Harris.

ESTIMATE: \$100,000 - 150,000



219 Jean Paul Riopelle

AUTO CAS OC QMG RCA SCA 1923 - 2002

Nacelle

oil on canvas, signed and dated 1962 and on verso signed, titled, inscribed 2431 and stamped indistinctly 15×18 in, 38.1×45.7 cm

PROVENANCE

Galerie Jacques Dubourg, Paris Jerrold Morris International Gallery Ltd., Toronto Private Collection, Toronto *Canadian Post-War & Contemporary Art*, Heffel Fine Art Auction House, May 31, 2008, lot 217 Private Collection, Toronto Masters Gallery Ltd., Calgary The Collection of Torben V. Kristiansen, Vancouver

LITERATURE

Guy Cogeval et al., *Riopelle*, Montreal Museum of Fine Arts, 2006, essay by Stéphane Aquin, page 41

Yseult Riopelle, Jean Paul Riopelle Catalogue Raisonné, Volume 3, 1960 – 1965, 2009, reproduced page 174, catalogue #1962.062H.1962

BY 1960, JEAN PAUL RIOPELLE was embracing a more fluid approach to his paintings, which encompassed heavier brushstrokes and a greater reliance on white pigments. Painted in 1962, *Nacelle* exemplifies this evolving and energetic style, with its heavily impastoed paint and gestural brush-strokes. It is important to note that 1962 was a significant year for Riopelle and his career, that being the year he represented Canada in the *Venice Biennale* and became the first Canadian to ever win an award from UNESCO. The following year, the National Gallery of Canada gave him his first retrospective and thus he more definitively entered the consciousness of the Canadian public.

The importance of Riopelle is summed up with the following quote by Stéphane Aquin in his essay "Jean-Paul Riopelle's Critical Migration":

More than anyone else Riopelle was a relay between currents in European thought and the various art trends of the time surrealism, abstraction, and the great modern painterly tradition running from Courbet to Matisse by way of Monet and Cézanne. His influence on his colleagues was real and concrete.

ESTIMATE: \$70,000 - 90,000



Jean Paul Riopelle, Atelier de Vanves, 1962



220 Thomas John (Tom) Thomson

osa 1877 - 1917

Colourful Maples

oil on board, stamped with the estate stamp twice and on verso inscribed in graphite 121. M. Thomson and stamped with the estate stamp five times, fall 1914 8 $\frac{1}{2} \times 10 \frac{1}{2}$ in, 21.5 × 26.7 cm

PROVENANCE

Estate of the Artist

Margaret Thomson Tweedale, sister of the Artist, Toronto Private Collection, Toronto Galerie Walter Klinkhoff Inc., Montreal Michael H. Dunn, Montreal and Newport, Vermont *Important Canadian Art*, Sotheby's Canada in association with Ritchies, November 19, 2007, lot 35, sold as *Algonquin Park* A.K. Prakash and Associates Inc., Toronto Masters Gallery Ltd., Calgary The Collection of Torben V. Kristiansen, Vancouver

COLOURFUL MAPLES IS a daring adventure by Tom Thomson in colour, form and structure. It marks a change in the course of Canadian painting, and with other works of this season—fall 1914—is one of the works that introduces Thomson's important body of work in his short career. In the light of a sombre day, the maples have a smouldering intensity enhanced by the oranges of nearby trees and fallen leaves. Autumn in the north has been kindled in a single sketch.

Thomson began to create these works because of the visits of his artist-peers that autumn to Algonquin Park, where he was painting. First came A.Y. Jackson, in the middle of September, and then three weeks later, Arthur Lismer and family along with F.H. Varley and his wife Maud. The appreciation of these friends, their presence, brought about radical changes to Thomson's painting, making it freer, with more spontaneous handling and more variation to the composition. Now he began his habit of layering in his work. In this sketch, for instance, he used brilliant orange and touches of yellow as the layer on top of more subdued mossy greens. "No longer handicapped by literal representation, he was transposing, eliminating, designing, experimenting, finding happy colour motives amid tangle and confusion, and revelling in paint," Jackson later wrote.¹

Jackson's words alert the viewer to certain qualities in the sketch—its freedom and the design that animates the motif. It is not a literal representation, but a spirited rendition of what autumn in the North meant to Thomson, based but not dependent on reality. In some ways, it is painted in such a loose way that the "revelling in paint" brings it close to abstraction, but only in a playful way. Perhaps Jackson was thinking of works such as this when he, ever the pessimist where advances in art were concerned, warned—immediately after writing "he plasters on the paint and gets fine quality"—"but there is a danger in wandering too far down that road."² On October 6, 1914, Thomson wrote to his friend and patron Dr. James MacCallum that "the maples were about all stripped of leaves"³ so *Colourful Maples* must have been done before that date, perhaps at around the same time as *Soft Maple in Autumn* (Tom Thomson Art Gallery, Owen Sound) and *Twisted Maple* (McMichael Canadian Art Collection) and before or after *Autumn Landscape* (private collection, Calgary), where the colour orange is less brilliant and prominent. He must have felt inspired to paint several sketches a day if the weather was good. As Jackson later wrote, "The amount of work Thomson was doing was incredible."⁴

A few years before the death of Elizabeth Thomson Harkness in 1924, Margaret Thomson took over handling Thomson's estate for the family. She placed *Colourful Maples* with the prominent Montreal dealer Walter Klinkhoff, who sold it to Michael H. Dunn (1942 – 2007), an investment banker, book dealer, and collector who moved from Montreal to Newport, Vermont, in 1978. For a few years, *Colourful Maples* sojourned in Vermont, until Dunn phoned Sotheby's Canada. "It was a cold call" (in other words, it came out of the blue), the head of the firm boasted to art mavens. Sotheby's sold the work to a private collector and after some time, it came to Masters Gallery in Calgary, through A.K. Prakash and Associates, Toronto, prior to being sold in 2016 to the Art Emporium, where Torben Kristiansen kept it for his own collection.

Kristiansen definitely had a taste for the more spectacular examples of an artist's work: no study examples for him. Although he sold examples of Thomson's work, he kept this one for himself. Its buoyant mood and exuberant quality may have struck a chord with his own zest for life.

We thank Joan Murray, former curator of Canadian art and chief curator (1972) at the Art Gallery of Ontario, for contributing the above essay. Murray helped to bring the paintings of Tom Thomson to world attention through a series of exhibitions and seven books, including a biography (the most recent is *A Treasury of Tom Thomson*). Murray is the author of the *Tom Thomson Catalogue Raisonné*.

This work is included in the Tom Thomson catalogue raisonné, researched and written by Murray, as catalogue #1914.82: https://www.tomthomsoncatalogue.org/catalogue/entry. php?id=256.

1. A.Y. Jackson, foreword in *Catalogue of Paintings by the Late Tom Thomson* (Montreal: The Arts Club, 1919), n.p., quoted by Charles C. Hill, "Tom Thomson: Painter," in *Tom Thomson*, ed. Dennis Reid and Charles C. Hill (Vancouver: Douglas & McIntyre, 2002), 127.

2. A.Y. Jackson to J.E.H. MacDonald, October 5, 1914, quoted in ibid., 126.

3. Tom Thomson to J.M. MacCallum, October 6, 1914, quoted in Joan Murray, "Tom Thomson's Letters," in Reid and Hill, *Tom Thomson*, 298.

4. Quoted in Hill, "Tom Thomson," 127.

ESTIMATE: \$700,000 - 900,000



221 Lawren Stewart Harris

ALC BCSFA CGP FCA G7 OSA TPG 1885-1970

Above Moraine Lake

oil on board, signed and on verso signed, titled and inscribed *Mountain Sketch / Not for Sale / Box 4 / Bess Harris Collection 1950 / внс 72 / Sentinel Pass III* and variously and *Mountain Sketch сII* on a label, 1926 12 × 15 in, 30.5 × 38.1 cm

PROVENANCE

Collection of Bess Harris G. Blair Laing Ltd., Toronto McMichael Canadian Art Collection, Kleinburg, Ontario Private Collection, Toronto A.K. Prakash and Associates Inc., Toronto The Collection of Torben V. Kristiansen, Vancouver

LITERATURE

Exhibition of Canadian West Coast Art: Native and Modern, National Gallery of Canada, 1927, listed page 13, Group of Rocky Mountain Sketches

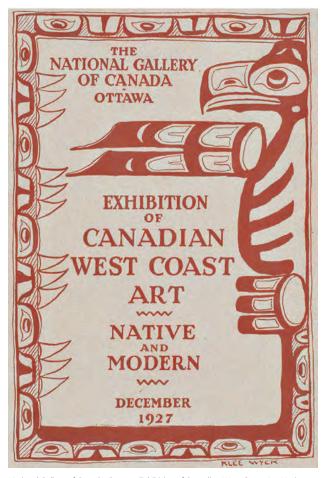
Paul Duval, *The McMichael Conservation Collection of Art*, McMichael Conservation Collection, 1970, reproduced as *Sentinel Pass, Above Moraine Lake*, dated 1924, unpaginated

EXHIBITED

National Gallery of Canada, Ottawa, *Exhibition of Canadian West Coast Art: Native and Modern*, December 2 – 31, 1927, traveling in 1928 to the Art Gallery of Toronto and Art Association of Montreal, Group of Rocky Mountain Sketches, catalogue #27

BY THE MID-1920S, Lawren S. Harris's approach to landscape painting was evolving rapidly and moving into deeper and more conceptual realms. His discovery of new sketching grounds along the north shore of Lake Superior and in the mountains of the Canadian Rockies provided austere and expansive subjects that allowed him to strip away the unnecessary detail of the world to better access the fundamental truths he sought to convey. His efforts in careful consideration and deliberate response to the character of his subject defined his final phase of landscape painting and foreshadowed his transition into more and more abstracted efforts.

A bold and confident sketch, *Above Moraine Lake* was painted in 1926, when Harris was 40 years old and enraptured by his mountain subjects. In October of that year, the *Toronto Daily Star* reported that "Lawren Harris with his family also spent the summer and several yards of canvas getting interpretations of the Rockiescapes somewhere in the vicinity of Lake Louise, but further out."¹ After an initial visit to Jasper in 1924, this was Harris's first return to the mountains, and his first opportunity to explore the remarkable Banff and Yoho National Parks. (In 1925, his only



National Gallery of Canada, Ottawa, Exhibition of Canadian West Coast Art: Native and Modern, 1927, catalogue cover designed by Emily Carr

known sketching trips were to Glace Bay and Lake Superior.) During this visit, Harris would have the chance to hike and sketch iconic vistas around Lake O'Hara, Lake Louise and Moraine Lake, adding the awe-inspiring grandeur of these locations to his growing catalogue of Canadian landscape depictions.

On this return trip, Harris utilized what he had learned from previously sketching in Jasper to hone his approach. Works from 1926 often embrace a perspective from midway up a mountain, a preference Harris and A.Y. Jackson discovered in Jasper's Colin Range, where they "found the six-thousand foot level, where we could look both up and down, most satisfying for painting."² Such is the case for *Above Moraine Lake*, a sketch painted from Sentinel Pass, which links Paradise Valley with the Valley of the Ten Peaks.



Installation view of Canadian West Coast Art: Native and Modern, National Gallery of Canada, 1927, with Above Moraine Lake indicated in the room to the left Courtesy of National Gallery of Canada Library and Archives, Ottawa

It is a view towards the latter that Harris has chosen to paint, with three of the ten named peaks depicted—Mount Bowlen, Tonsa Peak and Mount Perren.

This outlook also gives a wonderful aerial view of the Minnistemma Lakes, shimmering on the seemingly stark and barren plateau below. The sketch is looking back at the path Harris would have taken to reach this sketching site, originating from the shores of Moraine Lake (not visible from this vantage point). The hike to this point is still popular today, ascending through the Larch Valley, filled with the eponymous tree whose needles change to a brilliant yellow gold in the fall. Harris has avoided suggesting forest details in this painting, instead concentrating on the underlying topography of the alpine landscape.

The composition of *Above Moraine Lake* is distinctly rhythmic, with the undulations of the orange-brown foreground plateau echoing in the grey and yellow sky. These harmonious horizontal elements serve to accentuate the verticality of the mountain forms they surround, which have been reduced to their most essential, glowing in pale, cerulean blue with subtle gradients used to suggest their massive volumes. This process of simplification is the hallmark of Harris's work at the time, which he described as evolving from the "relative prodigality of the decorative phase" to attempt to "have no element, no line or colour in the picture that did not contribute to a unified expression."³

This panel finds its sense of unity through its suggestion of cyclical movement, where the warm, earthy tones of the foreground and eerie yellow light of the sky seem to flow around the mountain peaks, which are the central, cool focal point of the composition. Later in his career, Harris would go on to explore this theme further in his epic abstract works of the 1950s, including *Nature Rhythm* (collection of the National Gallery of Canada) and *Painting (Formative III)* (private collection, sold by Heffel in December 2021), which depict swirling layers of ethereal forms.

Back in the studio after the 1926 trip to the Rockies, Harris used his pencil drawings and oil-on-board sketches as source material to develop and further refine his impressions of the mountains onto large canvases. He continued to do so through 1927, another year without a trip to the Rockies, as Harris spent the summer in Temagami and moving to a new home in Toronto, before heading to Lake Superior to sketch with Arthur Lismer in the fall. Late in the year he sent a series of *Rocky Mountain Sketches* to the National Gallery of Canada for inclusion in the exhibition *Canadian West Coast Art: Native and Modern*, curated by Marius Barbeau, which was hung in December 1927. The exact works shown by Harris were unfortunately not documented and were hung in a side room that was not directly photographed. However, in an installation photograph of the main room, one work is clearly visible off to the side: *Above Moraine Lake*. This



Beatrice (Trixie) Harris, A.Y. Jackson and Lawren S. Harris, with companions in the Rockies, 1924 Courtesy of the family of Lawren S. Harris

sketch is therefore the only Harris work we can confirm definitively as having been included in this historic exhibition.

Although the exhibition itself at the time did not create the massive public engagement the curator hoped for, it would turn out to be a critically important show in the history of Canadian art, since it created the first opportunity for Emily Carr and Harris to meet. Carr, who had also been invited to contribute her works to the show, ventured east for the opening in late 1927 and was exposed to the work of Harris and the Group of Seven for the first time during her visit.

While Harris's now iconic, stylized approach to mountains was something that contemporary audiences were not necessarily ready for, his works spoke deeply to Carr, who found a strong and immediate kinship in them. She visited with Harris in his studio and his home and saw his works hanging in the exhibition. The result was an indelible impression, which she describes in her journal: "Lawren Harris's work is still in my mind. Always, something in it speaks to me, something in his big tranquil spaces filled with light and serenity. I feel as though I could get right in them, the spirit of me, not the body. There is a holiness about them, something you can't describe but just feel."⁴

This exhibition, which led to their meeting, marked the start of a long friendship between Harris and Carr, one that would assist her in re-engaging with her own artistic pursuits and encourage her to evolve her own work in the 1930s. In 1934, she again wrote in her journal about the influence of this meeting: "Lawren's work influenced me. Not that I ever aspired to paint like him but I felt that he was after something that I wanted too."⁵ With *Above Moraine Lake* we are given the opportunity to directly understand and appreciate the source of such influential artistic inspiration, and to recognize the long-lasting and important legacy of Harris's works, especially those done in the mountains.

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

1. "Notes and Notables," *Toronto Daily Star*, October 9, 1926, Literature, Life and Art section, 7.

2. A.Y. Jackson, A Painter's Country: The Autobiography of A.Y. Jackson (Toronto: Clarke, Irwin, 1958), 106.

3. Lawren Harris, quoted in Bess Harris and R.G.P. Colgrove, eds., *Lawren Harris* (Toronto: Macmillan, 1969), 51.

4. Emily Carr, *Hundreds and Thousands: The Journals of Emily Carr* (Toronto: Clarke, Irwin, 1966), 11.

5. Ibid., 117.

ESTIMATE: \$400,000 - 600,000



222 Thomas John (Tom) Thomson

osa 1877 - 1917

Fall Woods, Algonquin Park

oil on canvas on board, 1914 8 ¾ × 9 ¼ in, 21.3 × 25.1 cm

PROVENANCE

Estate of the Artist Elizabeth Thomson Harkness, sister of the Artist, Annan and Owen Sound Laing Galleries, Toronto Mrs. George Dunbar, circa 1940 By descent to Dr. George D. Garland, Toronto, 1970 By descent to a Private Collection *Canadian Fine Art*, Joyner / Waddington's, May 27, 2011, lot 80 The Collection of Torben V. Kristiansen, Vancouver

EXHIBITED

Galerie Eric Klinkhoff, Montreal, *Collectors' Treasures: Annual Loan Exhibition*, October 19 – November 2, 2019, catalogue #51

Galerie Eric Klinkhoff, Montreal, *Tom Thomson: Annual Loan Exhibition*, November 5 – 19, 2022, catalogue #23

FALL WOODS, ALGONQUIN PARK is instantly recognizable as a particularly beautiful example of Tom Thomson's genius. The fall woods at sunset were a happy theme for him, and the tapestry of colour in this painting reminds the viewer that he could be subtle as well as bold while he explored his particular kind of landscape. But there is majesty here too in the purple and blue sky, the gold of the birches bordered with red fall trees to either side, and the grey rocks of the shore with its dark green waters and hills beyond. *Fall Woods* is a bewitching work, a hymn to northern beauty.

In the fall of 1914, Thomson was joined in Algonquin Park first by A.Y. Jackson in mid-September and then in early October by Arthur Lismer and Frederick Varley and their respective families. The visit of these friends made an immense difference to Thomson. Anticipating their scrutiny brought out a new kind of work for him: the fall of 1914 was his breakthrough to more brilliant colour. His small panels lost their linearity and he introduced texture, building the work up by painting lighter parts over the dark ground, such as here, the birches at left and right. The gold of the birch foliage is also built up in layers, the brightest on top. His touch had become lighter and more spontaneous, and he sought out compositions that worked and used them again, like the composition he found when he painted a few steps from the water's edge. He had hit upon it that spring and found it congenial to his painting, since it gave him a chance to paint the trees and lake in the same sketch. Paintings of trees beside the lake were now part of his vocabulary.

All in all, Thomson was a changed artist. As Jackson wrote to J.E.H. MacDonald, their friend and Thomson's boss at Grip Ltd., "Tom is doing some exciting stuff.... He plasters on the paint and

gets fine quality ... ¹¹ Varley too had thoughts about the trip. He was a good friend of Thomson's, and in the early spring of 1913, they had often walked and talked together on Centre Island in Toronto, where Varley had rented a house for his family. Like Thomson, he believed in nature's greatness. In an undated letter he wrote to his sister Ethel about the joint enterprise in Algonquin Park, he said: "We are endeavouring to knock out of us all the pre-conceived ideas, emptying ourselves of everything except that nature is here in all its greatness, and we are here to gather it and understand it if only we will be ... humble enough to go to it, willing to be taught ... and then to put down vigorously and truthfully that which we have culled ... ²²

Now, Thomson was painting truthfully and vigorously the work that marked his change to a master of the medium.

Fall Woods, Algonquin Park was put on the market by Thomson's oldest sister, Elizabeth Thomson Harkness (1864 – 1924), who managed Thomson's estate for the family. She gave it to G. Blair Laing to sell and he sold it to Mrs. George Dunbar, who also owned another Thomson, *View from a Height, Algonquin Park*, which she had bought at Mellors, later Laing Galleries. She left both sketches to her nephew Dr. George David Garland in Toronto, a professor of physics at the University of Toronto who was made an Officer of the Order of Canada in 1984. He authored *The Earth's Shape and Gravity* as well as compiling *Glimpses of Algonquin: Thirty Personal Impressions from Earliest Times to the Present* (1994), a Contribution to the Algonquin Park.

Torben Kristiansen, an extremely canny dealer who avidly watched the market, bought *Fall Woods, Algonquin Park* at auction and must have felt pride at his own perspicacity as Thomson's work became ever rarer. He would have loved the exciting interplay of delicate, rich colour in the painting, characteristic of Thomson.

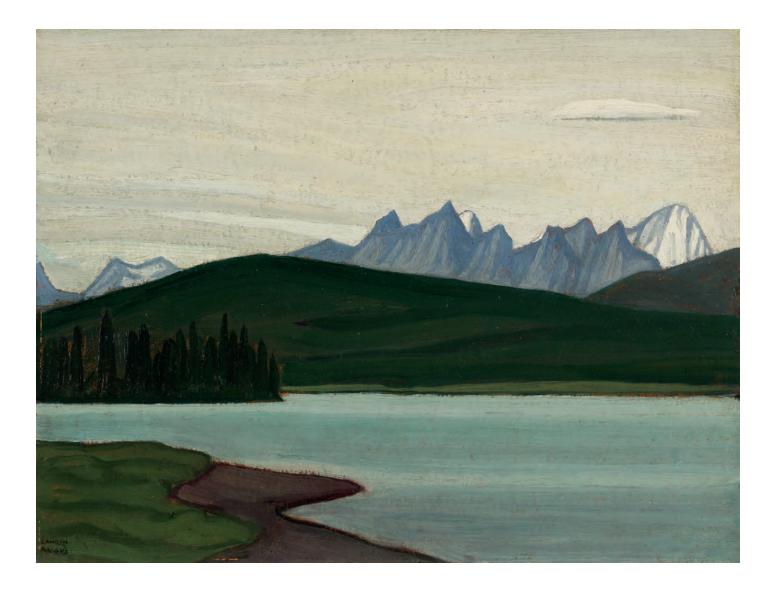
We thank Joan Murray, former curator of Canadian art and chief curator (1972) at the Art Gallery of Ontario, for contributing the above essay. Murray helped to bring the paintings of Tom Thomson to world attention through a series of exhibitions and seven books, including a biography (the most recent is *A Treasury of Tom Thomson*). Murray is the author of the *Tom Thomson Catalogue Raisonné*.

This work is included in the Tom Thomson catalogue raisonné, researched and written by Murray, as catalogue #1914.86: https://www.tomthomsoncatalogue.org/catalogue/entry. php?id=260.

1. A.Y. Jackson to J.E.H. MacDonald, October 5, 1914, quoted by Charles C. Hill, "Tom Thomson: Painter," in *Tom Thomson*, ed. Dennis Reid and Charles C. Hill (Vancouver: Douglas & McIntyre, 2002), 126.

2. F.H. Varley to Ethel, n.d., quoted in Christopher Varley, *F.H. Varley* (Ottawa: National Gallery of Canada, 1979), 9–10.

ESTIMATE: \$500,000 - 700,000



223 Lawren Stewart Harris

ALC BCSFA CGP FCA G7 OSA TPG 1885-1970

Colin Range

oil on board, signed and on verso signed, titled and inscribed with the artist's symbol, 1047T and indistinctly and with the Roberts Gallery inventory #6998 on the gallery label, 1924 10 $\frac{1}{2} \times 13 \frac{3}{4}$ in, 26.7 × 34.9 cm

PROVENANCE

Roberts Gallery, Toronto Private Collection Roberts Gallery, Toronto The Collection of Torben V. Kristiansen, Vancouver

A CENTURY AGO, Lawren Harris visited Canada's Rocky

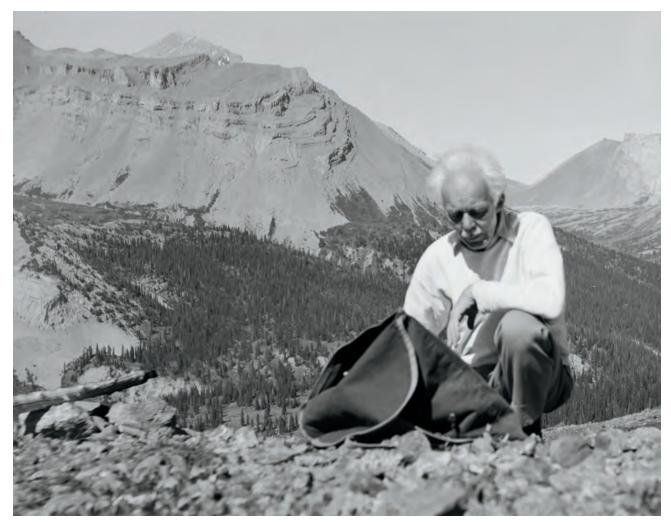
Mountains for the first time, arriving in Jasper in July 1924. Staying at Jasper Park Lodge with his family, he began to explore the area around Lac Beauvert, making initial drawings in pencil and investigating this new subject's grand potential with oil on board sketches. The majesty and abundance of the location meant that at the lodge he soon had "walls all covered with sketches,"¹ but the true exploration of the mountains was just beginning. Accompanied by fellow artist A.Y. Jackson, he would head deeper into the mountains to sketch the wild landscapes that would come to epitomize the ideals of Canadian landscape art, and resonate with his own artistic practice for the remainder of his career. By the end of this first trip he had completed more than 50 sketches, and he would go on to develop some of his most well-recognized and important canvases from this wealth of material.

Leaving the lodge, the artists first set out southwest from the town of Jasper, towards Maligne Lake. This long and narrow jewel of glacial water stretches 22 kilometres between towering



Colin Range from Maligne Lake Road, with Medicine Lake in the foreground Photo: Alec Blair

mountain peaks and is the foreground subject for this calm and ethereal work. Harris and Jackson's explorations began at the northern lakeshore, where the artists depicted the various, now iconic, mountain vistas that have come to be synonymous with Canadian identity. Included in these compositions was the view south down the lake, where naturally symmetric, dramatic mountain forms converged with their reflections in the far distance. Harris would turn this spiritually imbued image into one of his most recognizable canvases, the 1924 *Maligne Lake, Jasper Park*, in the collection of the National Gallery of Canada.



Lawren Harris in the Rockies, circa 1940 Courtesy of the family of Lawren S. Harris

Searching out more material, the artists, as Jackson describes it, "borrowed an eighteen-foot canoe and paddled about 15 miles to the far end of the lake." There they hiked the Coronet Creek valley and painted the Brazeau Icefield, in the "weird and ancient country of crumbling mountains and big glaciers." However, they decided they "liked the look of the Colin Range to the east better" and headed back towards the ranger station at the northern end of the lake to venture further.²

It is not clear whether the measured and contemplative sketch *Colin Range* was painted on the initial journey down Maligne Lake or on the way back from Coronet Creek, but it depicts the sight that so intrigued the artists, from a perspective only accessible by boat. To realize the composition as seen here, Harris was on the western shore of the lake, somewhere near the mouth of either Upper Maligne River or Trapper Creek. The view looks north, and over the placid and cool, silty waters of Maligne Lake we see the distant peaks of the Colin Range, their dramatic slate-grey slabs of Devonian limestone angled sharply. Sirdar Mountain lies in behind on the right side, pale and glowing against the overcast sky. This ridge of peaks lies directly to the east of Medicine Lake and is easily visible today when driving the road to Maligne Lake, which passes directly beneath it. To gain this view, however, one still needs to set out by boat.

An understated, pale palette lends a serene aura to this fine painting. Looking out from the foreground greens of the lakeshore, we follow the subtle variations of blue and purple shifting across the lake's surface, harmonizing with the shimmering yellows and greys of the sky, which is punctuated by a single



A.Y. Jackson, Lawren and Beatrice (Trixie) Harris (back seat) with companions in the Rockies, 1924 Courtesy of the family of Lawren S. Harris

well-defined white cloud. The treed point and more distant far shore are painted with what Emily Carr would later describe as Harris's characteristic "long, cold greens."³

Amidst all of this lie the beckoning purplish mountains of the Colin Range, the focal point of the composition, calling to Harris and Jackson for exploration amongst their peaks, in their otherworldly atmosphere. "An amazing place, a kind of cubists' paradise full of geometric formations"⁴ is how Jackson would later describe the summits of this range they were on their way to ascend and paint. (The actual peaks they were able to access were a little to the south of this ridge, closer to Maligne Lake itself, and now known as part of the Queen Elizabeth Range.)

After their extensive sketching in the Maligne Lake area, the artists would continue on to explore and paint the area around the Tonquin Valley, and Harris would come home to his studio in Toronto from this first, revelatory trip to the mountains with the aforementioned 50-plus oil sketches (clearly distinguished from later mountain works by their characteristic size of 10 ½ by 14 inches, which fit the sketch box he used until 1924). The mountains of Jasper were where Harris first connected with this subject that aligned closely with his artistic vision, a place where he "found a power and majesty and a wealth of experience at nature's summit which no travel-folder ever expressed."⁵ It was

a trip with a monumental legacy, both in his long career and in the larger story of Canadian art. For Harris, it was the start of repeated sketching visits to the Canadian Rockies—and a lifelong fascination with the forms and ideas that he found there. For the Canadian public, it created the first examples of the transcendent depictions of mountains for which Harris would become renowned. The works created on this first visit, now 100 years old, still resonate with the excitement of artistic discovery.

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

1. A.Y. Jackson to Norah Thomson DePencier, July 22, 1924, copy of letter in Estate of Lawren S. Harris.

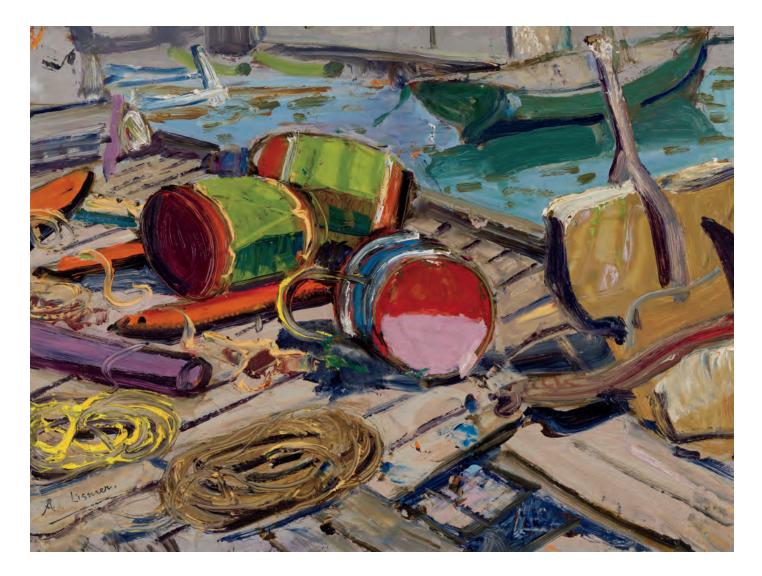
2. A.Y. Jackson, A Painter's Country: The Autobiography of A.Y. Jackson (Toronto: Clarke, Irwin, 1958), 106.

3. Emily Carr, Hundreds and Thousands: The Journals of Emily Carr (Toronto: Clarke, Irwin, 1966), 17.

4. Jackson, Painter's Country, 87.

5. Lawren Harris, quoted in Bess Harris and R.G.P. Colgrove, eds., *Lawren Harris* (Toronto: Macmillan, 1969), 62.

ESTIMATE: \$250,000 - 350,000



224 Arthur Lismer

AAM CGP CSGA CSPWC G7 OSA RCA 1885-1969

Dock Litter, Cape Breton

oil on aluminum, signed with stamped signature and on verso stamped with the estate stamp, circa 1945 12 \times 15 % in, 30.5 \times 40 cm

PROVENANCE

Mrs. Philip N. Bridges, daughter of the Artist Galerie Walter Klinkhoff Inc., Montreal Warwick Gallery Ltd., Vancouver The Collection of Torben V. Kristiansen, Vancouver

LITERATURE

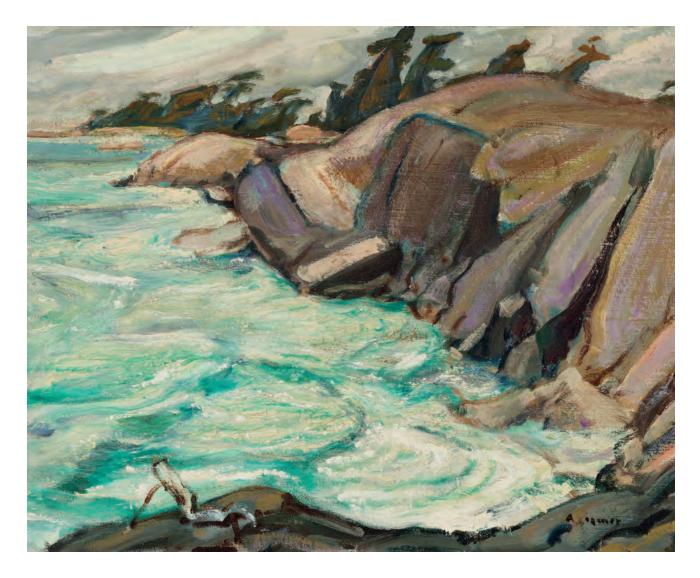
Dennis Reid, *Canadian Jungle: The Later Work of Arthur Lismer*, Art Gallery of Ontario, 1985, reproduced page 76

EXHIBITED

Art Gallery of Ontario, Toronto, *Canadian Jungle: The Later Work of Arthur Lismer*, September 28 – November 24, 1985, catalogue #34 AFTER SPENDING THE First World War stationed in Halifax, Arthur Lismer would return to Nova Scotia to holiday many times throughout his life, including multiple summer visits in the 1940s. It was during one such visit that he painted this vibrant and captivating portrait of gear and dock equipment, a subject that often captured his interest.

Dock Litter, Cape Breton is a jubilant example of a truly Canadian still life painting, celebrating the material aspects of the coastal fishing communities of the Maritimes. The haphazard arrangement of colourful and varied gear is given just enough context that we can recognize its setting, with the shore and rowboat placing us directly into the scene, able to occupy the place of the artist, celebrating the beauty in his surroundings. Distinct from the idealized landscapes that Lismer and the Group of Seven are famous for, this picture provides an entirely different way to appreciate the Canadian environment and our place within it. Painted with characteristic fluidity and boldness, it represents the joy Lismer found in the act of painting. He translated this enjoyment into works that catalogued the world around him and immerse us in his distinctive vision.

ESTIMATE: \$20,000 - 30,000



225 Arthur Lismer

AAM CGP CSGA CSPWC G7 OSA RCA 1885-1969

A Summer Gale, Georgian Bay

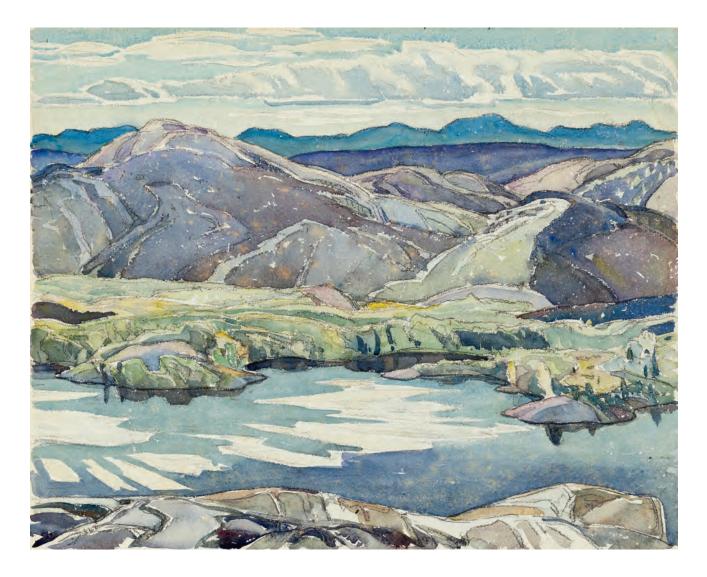
oil on canvas, signed and on verso signed and titled 16 × 20 in, 40.6 × 50.8 cm

PROVENANCE

Estate of the Artist The Collection of Torben V. Kristiansen, Vancouver

ARTHUR LISMER CELEBRATES the forces of nature in this striking canvas. A mass of foaming waves moves towards the rocky shoreline on the right of the scene. The strength of the wind is suggested by both the waves and the windswept pine trees in the background. In the foreground is a rocky formation where Lismer has set a small, twisted branch, torn from a tree by the force of the wind. This key element, depicted in opposition to the overall left-to-right movement of the image, informs our reading of the painting. That Lismer has placed this rugged branch counter to the work's main visual thrust serves to emphasize the force of the gale and the power of the waves on Lake Huron. Tellingly, Lismer does not paint the waves crashing onto the rocky shoreline. We feel the force of the gale in the bent trees of the background, the roiling surface of the water, and in the rough, bare forms of the rocky shore—a shore that has been shaped by the forces of wind and water over thousands of years.

ESTIMATE: \$30,000 - 50,000



226 Franklin Carmichael

CSPWC G7 OSA RCA 1890 - 1945

Northern Lakes

watercolour on paper, on verso titled on a label and certified in a letter by Catharine Mastin, July 6, 2005 10 $\frac{1}{2} \times 12 \frac{1}{2}$ in, 26.7 × 31.8 cm

PROVENANCE

Private Collection, Toronto

Important Canadian Art, Sotheby's Canada in association with Ritchies, May 30, 2005, lot 85 The Collection of Torben V. Kristiansen, Vancouver

MOST MEMBERS OF the Group of Seven used watercolour in their careers, but for two of the Group, Franklin Carmichael and his younger colleague A.J. Casson, watercolour was an extremely important means of expression. Carmichael was a founding member of the Canadian Society of Painters in Water Colour and, in 1927, Carmichael and Casson exhibited watercolours in the Group of Seven exhibition. Northern Lakes is a highly accomplished example of Carmichael's skills as a watercolourist. The work is a sweeping view of one of the lakes in the La Cloche region of Ontario, in which Carmichael had built a cabin for himself and his family. Carmichael viewed the scene from an elevated point and began his work with a quick pencil sketch. He then applied even layers of watercolour, allowing each layer to dry before applying the next. One of the most striking aspects of this work is Carmichael's decision to show the reflected sunlight by leaving areas of the sheet unpainted. These bright patches across the lake allow the artist to imply the presence of the sun without painting it. This technique, together with the overlapping mountain forms on the far side of the lake, suggest the expansive nature of the landscape.

On verso of this work is an authentication letter by the artist's granddaughter, the art historian Catharine Mastin.

ESTIMATE: \$50,000 - 70,000



227 David Brown Milne

CGP CSGA CSPWC 1882 - 1953

Coffee and Dessert

watercolour on paper, signed and dated 1939 and on verso inscribed Coffee and Dessert and inscribed by Douglas Duncan w-164 14 $\frac{7}{8}$ × 20 in, 37.8 × 50.8 cm

PROVENANCE

Douglas Duncan Picture Loan Society, Toronto, circa 1965 Private Collection, Toronto *Canadian Fine Art*, Joyner / Waddington's, November 28, 2006, lot 58 The Collection of Torben V. Kristiansen, Vancouver

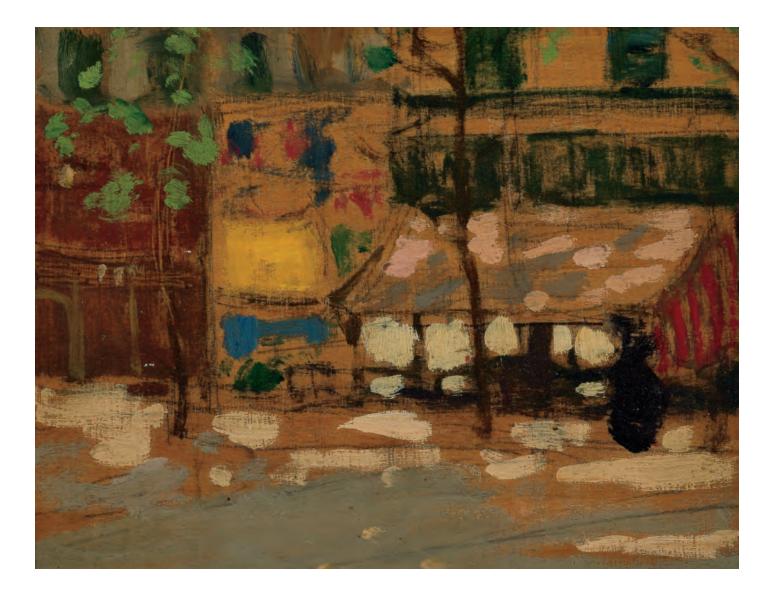
LITERATURE

David Milne Jr. and David P. Silcox, *David B. Milne: Catalogue Raisonné of the Paintings, Volume 2, 1929 – 1953,* 1998, reproduced page 704, catalogue #401.30

DAVID BROWN MILNE met Kathleen Pavey (known as "Wyb") in the summer of 1938. The two fell in love and Milne began a relationship with her that lasted until the end of his life. This meeting was pivotal to his art because, after meeting Pavey, Milne decided to settle in Toronto with her. They spent the period from July 1939 to August 1940 living in the city. This move meant that Milne's work shifted radically both in subject matter and style. Most of his work in Toronto was in watercolour, of which *Coffee and Dessert* is an excellent example. Milne used watercolour throughout his career, and he produced some of his most advanced work in this medium.

Coffee and Dessert, painted in the couple's Toronto apartment, shows a richly varied dessert table with quickly painted cups, dessert plates and a coffee pot resting on a tabletop in front of a sofa. It is a complex still life set within a living room. Milne's decision to paint the table setting only in outline allows the viewer to clearly read the items on the table. The other parts of the room are broadly and dramatically painted. The wall behind the table and couch is quickly executed in a mixture of yellow and purple. This neutral, non-descriptive colour allowed Milne to more precisely delineate other aspects of the room—the curtained window, the radiator and the door at the right. Milne's genius is evident when one realizes that the image was executed with both remarkable focus and exceptional speed.

ESTIMATE: \$25,000 - 35,000



228 James Wilson Morrice

CAC RCA 1865 - 1924

Café—Paris

oil on panel, on verso titled, inscribed *Collection*, 1934, *Andre Bieler* and stamped Studio J.W. Morrice $5\frac{14}{4} \times 6\frac{3}{4}$ in, 13.3 × 17.1 cm

PROVENANCE

Estate of the Artist André Bieler, Montreal, 1934 Galerie Walter Klinkhoff Inc., Montreal Private Collection, Vancouver Island *Fine Canadian Art*, Heffel Fine Art Auction House, May 26, 2010, lot 114 The Collection of Torben V. Kristiansen, Vancouver

LITERATURE

Nicole Cloutier, *James Wilson Morrice*, 1865 - 1924, Montreal Museum of Fine Arts, 1986, essay by John O'Brian, page 90

Charles C. Hill, *Morrice: A Gift to the Nation*, National Gallery of Canada, 1992, page 22

JAMES WILSON MORRICE is universally regarded as a pivotal figure in Canadian art, and his influence on later Canadian art and artists cannot be underestimated. An admirer of Morrice, fellow Canadian artist André Bieler once had Café-Paris in his own collection. As a young artist Morrice moved to Paris, and John O'Brian states that Morrice's "love of Paris... [is] closely bound up with the qualities and characteristics of his art." Like many artists of his generation, Morrice rejected the classical mythologies and historical narratives of academic art for the pleasures and activity of contemporary Parisian life. Café-Paris is an example of the artist's use of small, transportable wooden panels called pochades to execute oil sketches of urban subjects. Morrice tended to leave part of the panel visible, and thus the wood becomes a tonal element juxtaposed with the subtle colour effects. Despite the pochade's modest scale, Morrice's affectionate feeling for street life is fully manifested within Café-Paris and shows the artist at his most accomplished.

ESTIMATE: \$50,000 - 70,000



229 Cornelius David Krieghoff

1815 - 1872

Habitants in a Blizzard

oil on canvas, signed and inscribed *Quebec* and on verso titled and inscribed *Purchased in 1966 from Blair Laing Gallery* on a label 13 × 18 in, 33 × 45.7 cm

PROVENANCE

Laing Galleries, Toronto, 1966 Private Collection Important Canadian Art, Sotheby's Canada in association with Ritchies, May 27, 2003, lot 75 The Collection of Torben V. Kristiansen, Vancouver

ALTHOUGH BORN AND trained in Europe, Cornelius David Krieghoff, following his arrival in Canada in the mid-1840s, quickly became the most important artist working in Quebec. His detailed depictions of the lives of the French-Canadian *habitants* and the Québécois landscape have come to define our understanding of those who lived in Quebec in the mid-nineteenth century. Krieghoff was particularly drawn to winter scenes that show Québécois navigating the trials of the harsh winter climate.

Habitants in a Blizzard is an excellent example of this subject. In this image, the landscape is almost subsumed in the overwhelming drifts of snow. The snow-encompassed forest on either side of the path acts as a bracket for a small procession. Traveling, in opposite directions, are a *habitant* couple in their horse-drawn sleigh and a walking *coureur de bois* accompanied by his dog. The sleigh of the couple coming from the right of the composition is brightly coloured red. This use of red on the sleigh, the black line of the decoration and the carefully depicted tack of the horse suggest the familiarity of close observation, which allows the viewer to feel an immediate understanding of the scene, even if they have not experienced it. Likewise the details of the displaced snow around the sleigh as it moves forward and the snow collecting on the horse suggest both understanding and scrutiny of the scene by the artist.

The two figures traveling in the opposite direction—the *coureur de bois* ("runner of the woods" or woodsman) and his faithful dog—are also keenly observed. Krieghoff's care in making the

image as legible as possible is seen in the contrast of the man's blue winter robe, partially covered in snow, and the bright red *ceinture fléchée*, which he uses as a belt. The hound that follows the *coureur de bois* is shown with its head in the air and an erect tail, suggesting a marked attention to both its master and the sleigh that the two encounter.

The details of costume and tack (note, for example, the details of the bridle, the blinders at the horse's eyes and the lines of the tack below the horse's head) again reveal his close observation. A similar detail is seen in his depiction of the walking man, whom Krieghoff has provided with a pipe. In the background, the artist has included a carefully depicted roadside cross. It contains, at the intersection of the two branches of the cross, some of the instruments of the Passion of Christ, and atop the cross is the rooster of Saint Peter, which represents the saint's denials of the Saviour. These wayside crosses acted as both shrines and wayfinders for those traveling in the Quebec countryside.

The whole composition is masterful, Krieghoff combining depictions of the settlers of Quebec, their costumes, means of transportation and religious beliefs, all set within the commanding reality of the climate of the region. Interestingly, the one thing that Krieghoff does not accurately depict is the blizzard itself. Although there is evidence of moving snow behind the *coureur de bois* and around the sleigh, Krieghoff has been careful not to obscure the details of the composition through a screen of snow. Notice, too, the carefully oriented shadows, all of which fall from left to right and allow us to situate the figures within Krieghoff's space and define the directions of travel.

This image brings together important elements of nineteenthcentury Québécois life—the people themselves (*habitants*), their support animals (horse and dog), the snows of winter, the vast forests of the region, and religious life. This is where Krieghoff's genius as an artist comes into play. *Habitants in a Blizzard* is a work created in Krieghoff's imagination rather than a scene he directly witnessed. An image of Quebec, as suggested by the inscription "Quebec," but it is a Quebec that, while inspired by things he saw, emerges through Krieghoff's singular vision. It is a fine and telling example of the artist's skills as both painter and storyteller.

ESTIMATE: \$100,000 - 150,000

230 Thomas John (Tom) Thomson

OSA 1877 - 1917

Stream Bank and Tree

oil on canvas on board, signed, circa 1908 – 1910 10 × 7 in, 25.4 × 17.8 cm

PROVENANCE

Fraser Thomson, brother of the Artist, Owen Sound Jerold Morris Gallery, Toronto Alex Fraser Galleries, Vancouver Mr. and Mrs. James Boughton, Toronto The Art Emporium, Vancouver, 1970 Amy Webster, Vancouver *Important Canadian Art*, Sotheby's Toronto, May 25, 1970, lot 128 The Art Emporium, Vancouver, 1980 Private Collection The Collection of Torben V. Kristiansen, Vancouver

LITERATURE

David P. Silcox and Harold Town, *Tom Thomson: The Silence* and the Storm, 1977, reproduced page 34

TOM THOMSON'S *Stream Bank and Tree* is a vibrant, practically over-the-top painting of a tree dramatically bent from the wind. The viewer can almost see the wind as it blows on the tree, and on the trees and bushes nearby. The sky near the horizon is flushed pink, suggesting that the time of day is early morning. Light comes from the right, making the grass by the tree into a swatch of yellow. In the creek beneath the tree, the scene bursts with detail, especially the rocks in the water and on the banks to either side. The painting is an exuberant foray into making art, stirring our appreciation for the artist who will in his maturity be considered one of the greatest artists Canada ever produced and for one of his greatest themes, trees in all their configurations. *Stream Bank and Tree* says it all: Thomson's later development, his astonishingly quick ascent to stardom, his absorption in nature, his verve as a colourist.

Thomson created this work around the year 1908 as the signature suggests, since it is similar to the signature Thomson used in *Lady with a Garland*, a dated work done that year. Another work dated the same year, *The Banks of the River*, drawn in ink, has a similarly inclined tree, though in reverse, as does a work he did in watercolour titled *Tree*. All the artworks of this year were done around places Thomson lived—Leith and Owen Sound. Thomson worked at this time for Legg Brothers, photo-engravers in Toronto, but returned home on weekends. He was shortly to work for Grip Engraving Ltd., the graphic design firm where he got his real foundation as an artist. *Stream Bank and Tree* is a work done from his imagination though based on careful observation. It is painted with an easy confidence and a masterly, highly competent technique.

That confidence probably was not from attending evening classes at the Central Ontario School of Art and Industrial Design in Toronto—he might have been there for a session—but from his training in design. It also may have come from his way of working, chasing a motif till it yielded a satisfactory result. Doing several versions was his habit. Although we do not know which version came first, it seems likely that the tree in *Stream Bank and Tree* was later. The penned *Banks of the River* probably came first (Thomson was an able "penman"), then the watercolour, then



TOM THOMSON The Banks of the River ink on paper, 1908 11 x 18 ¼ in, 27.9 x 46.4 cm

Not for sale with this lot

the painting. Likely too there were other versions that are lost. A brother noted his habit in his Seattle days of trying a decorative motif in several versions before he was satisfied. "It was a regular game with him to... change the design to suit his own ideas—and then compare their respective merits," he said.¹

The sketch was owned by Fraser Thomson (1886–1967), Thomson's youngest brother. From him, the work came to the curator and dealer Jerold Morris and to the gallery he established in Toronto. It had distinguished, knowledgeable owners such as Alex Fraser, a long-time dealer from England with a gallery on Granville Street in Vancouver, and Mr. and Mrs. James Boughton of Toronto (Alfred J. Boughton did most of the framing for the Group of Seven, was a friend of the artists and owned another Thomson, *Shack in the Woods*), before it came to Torben Kristiansen, owner of the Art Emporium. Kristiansen may have felt proprietary rights to the work because he bought it twice, the second time at Sotheby's. The vitality of *Stream Bank and Tree* closely echoes Kristiansen's own vivacity. As the *Vancouver Sun* writes, he was a "dashing fellow, full of derring-do."²

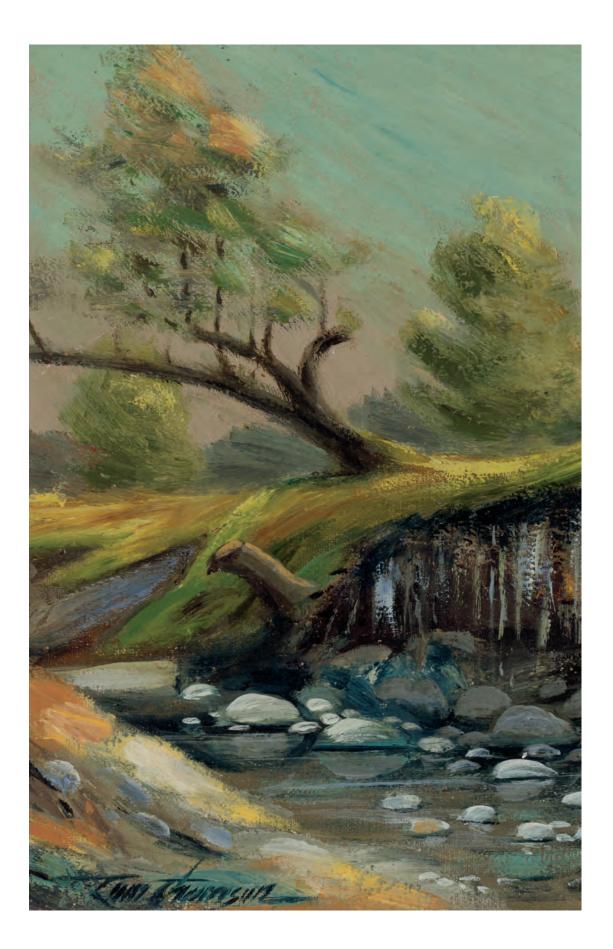
We thank Joan Murray, former curator of Canadian art and chief curator (1972) at the Art Gallery of Ontario, for contributing the above essay. Murray helped to bring the paintings of Tom Thomson to world attention through a series of exhibitions and seven books, including a biography (the most recent is *A Treasury of Tom Thomson*). Murray is the author of the *Tom Thomson Catalogue Raisonné*.

This work is included in the Tom Thomson catalogue raisonné, researched and written by Murray, as catalogue #1908.11: https://www.tomthomsoncatalogue.org/catalogue/entry. php?id=55.

1. Henry Thomson, letter written for him by Ralph Thomson, quoted in Joan Murray, *The Art of Tom Thomson* (Toronto: Art Gallery of Toronto, 1971), 10.

2. John Mackie, "Jet-Setting Vancouver Art Dealer Torben Kristiansen Dies at 92," *Vancouver Sun*, August 18, 2023.

ESTIMATE: \$40,000 - 50,000



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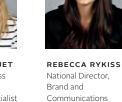
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9. Non-payment and Failure to Collect Lot(s)

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

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

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

10. No Warranty

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

11. Attendance by Buyer

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

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

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

12. Export Permits

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

C. THE CONSIGNOR

1. The Auction House

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

2. Warranties and Indemnities

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

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

3. Reserves

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

4. Commission and Expenses

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

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

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

5. Insurance

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

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

6. Payment of Proceeds of Sale

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

7. Collection of the Purchase Price

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

8. Charges for Withdrawn Lots

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

9. Unsold Lots

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

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

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

10. Consignor's Sales Tax Status

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

11. Photographs and Illustrations

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

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

D. GENERAL CONDITIONS

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

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

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

PROPERTY COLLECTION NOTICE

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

A. PROPERTY COLLECTION REQUIREMENT

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

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

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

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

CATALOGUE ABBREVIATIONS AND SYMBOLS

AAM	Art Association of Montreal <i>founded in 1860</i>
AANFM	Association des artistes non-figuratifs de Montréal
AAP	Association des arts plastiques
ACM	Arts Club of Montreal
AGA	Art Guild America
AGQ	Association des graveurs du Québec
AHSA	Art, Historical and Scientific Association of Vancouver
ALC	Arts and Letters Club
AOCA	Associate Ontario College of Art
ARCA	Associate Member Royal Canadian Academy of Arts
ASA	Alberta Society of Artists
ASPWC	American Society of Painters in Water Colors
ASQ	Association des sculpteurs du Québec
AUTO	Les Automatistes
AWCS	American Watercolor Society
BCSA	British Columbia Society of Artists
BCSFA	British Columbia Society of Fine Arts founded in 1909
BHG	Beaver Hall Group, Montreal 1920 – 1922
CAC	Canadian Art Club
CAS	Contemporary Arts Society
CC	Companion of the Order of Canada
CGP	Canadian Group of Painters 1933 - 1969
СН	Companion of Honour Commonwealth
CM	Member of the Order of Canada
CPE	Canadian Painters-Etchers' Society
CSAA	Canadian Society of Applied Art
CSGA	Canadian Society of Graphic Artists founded in 1905
CSMA	Canadian Society of Marine Artists
CSPWC	Canadian Society of Painters in Water Colour
	founded in 1925
EGP	Eastern Group of Painters
FBA	Federation of British Artists
FCA	Federation of Canadian Artists
FRSA	Fellow of the Royal Society of Arts
G7	Group of Seven 1920 - 1933
IAF	Institut des arts figuratifs
IWCA	Institute of Western Canadian Artists
LP	Les Plasticiens
MSA	Montreal Society of Arts
NAD	National Academy of Design
NEAC	New English Art Club
NSSA	Nova Scotia Society of Artists
OC	Officer of the Order of Canada
OIP	Ontario Institute of Painters
OM	Order of Merit British
OSA	Ontario Society of Artists founded in 1872
P11	Painters Eleven 1953 - 1960
PDCC	Print and Drawing Council of Canada
PNIAI	Professional Native Indian Artists Incorporation
POSA	President Ontario Society of Artists

PPCM	Pen and Pencil Club, Montreal
PRCA	President Royal Canadian Academy of Arts
PSA	Pastel Society of America
PSC	Pastel Society of Canada
РҮ	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 founded in 1880
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

COLLECTOR PROFILE FORM

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

To order, return a copy of this form with a cheque payable to: Heffel Gallery Limited, 2247 Granville Street Vancouver, BC, Canada V6H 3G1

Tel 604-732-6505 · Fax 604-732-4245 · Toll free 1-888-818-6505 mail@heffel.com · www.heffel.com

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DELIVERED TO THE UNITED STATES AND OVERSEAS	
□ One Year (four catalogues) <i>Post-War & Contemporary</i>	

One Year (four catalogues) Post-War & Contemporary	
Art/Canadian, Impressionist び Modern Art	\$90
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Please contact Heffel Gallery Limited ("Heffel") to set up	
□ One Block of 25 Searches	\$50
□ One-Year Subscription (35 searches per month)	\$250
□ Two-Year Subscription (35 searches per month)	\$350

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

Artists of Particular Interest in Purchasing

Billing Information

NAME		
ADDRESS		
СІТҮ	POSTAL CODE	
E-MAIL ADDRESS		
RESIDENCE TELEPHONE	BUSINESS TELEPHONE	
CREDIT CARD NUMBER		
EXPIRY DATE	CVV NUMBER	
SIGNATURE	DATE	
DIGITAL COMMUNICATION CONSENT		

Artists of Particular Interest in Selling

1			
2			
3			
4			
5			
6			
7			
8			
9			

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

ABSENTEE BID FORM

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

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

SALE DATE	
BILLING NAME OR REGISTER	ED BUSINESS NAME (AS APPLICABLE)
DATE OF BIRTH (IF BIDDING	AS AN INDIVIDUAL)
ADDRESS OR REGISTERED BI	USINESS ADDRESS (AS APPLICABLE)
СІТҮ	PROVINCE/STATE, COUNTRY
POSTAL CODE	E-MAIL ADDRESS
DAYTIME TELEPHONE	EVENING TELEPHONE
FAX	CELLULAR

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

SIGNATURE

DATE

DATE RECEIVED (FOR OFFICE USE ONLY)

CONFIRMED (FOR OFFICE USE ONLY)

DIGITAL COMMUNICATION CONSENT

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

Please view our General Bidding Increments as published by Heffel.

Lot Number numerical order	Lot Description artist	Maximum Bid Hammer Price \$ CAD (excluding Buyer's Premium)
1		
2		
3		
4		
5		
6		

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

NAME OF BANK	BRANCH LOCATION
NAME OF ACCOUNT OFFICER	TELEPHONE
E-MAIL ADDRESS OF ACCOUNT OF	FICER
CREDIT CARD NUMBER	
EXPIRY DATE	CVV NUMBER

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

SIGNATURE

DATE

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

HEFFEL GALLERY LIMITED

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

TELEPHONE BID FORM

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

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

SALE DATE	
BILLING NAME OR REG	ISTERED BUSINESS NAME (AS APPLICABLE)
DATE OF BIRTH (IF BID	DDING AS AN INDIVIDUAL)
ADDRESS OR REGISTER	RED BUSINESS ADDRESS (AS APPLICABLE)
СІТҮ	PROVINCE/STATE, COUNTRY
POSTAL CODE	E-MAIL ADDRESS
TELEPHONE NO. TO CA	LL

BACK-UP TELEPHONE NO.

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

SIGNATURE

DATE

DATE RECEIVED (FOR OFFICE USE ONLY)

CONFIRMED (FOR OFFICE USE ONLY)

DIGITAL COMMUNICATION CONSENT

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

Please view our General Bidding Increments as published by Heffel.

Lot Number numerical order	Lot Description artist	Maximum Bid Hammer Price \$ CAD (excluding Buyer's Premium)
1		
2		
3		
4		
5		
6		

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

NAME OF BANK	BRANCH LOCATION
NAME OF ACCOUNT OFFICER	TELEPHONE
E-MAIL ADDRESS OF ACCOUNT OF	FICER
CREDIT CARD NUMBER	
EXPIRY DATE	CVV NUMBER

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

SIGNATURE

DATE

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

HEFFEL GALLERY LIMITED

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

DIGITAL SALEROOM REGISTRATION FORM

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

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

Live Auction Paddle # (for office use only)			
SALE DATE			
CLIENT BILLING NAME OR REGIS	STERED BUSINESS NAME PLEASE PRIN	т	
ADDRESS OR REGISTERED BUSINES	SS ADDRESS(REGISTERED BUSINESS BILLING NAME & ADDRESS	S SHOULD MATCH THE PROVINCIAL SALES TAX EXEMPTION CERTIFICATE)	
СІТҮ	PROVINCE/STATE, COUNTRY	POSTAL CODE	
DAYTIME TELEPHONE	EVENING TELEPHONE	FAX	
E-MAIL ADDRESS	ONTARIO TAX NUMBER (IF APPLICABLE)	DATE OF BIRTH (APPLICABLE WHEN BIDDING AS AN INDIVIDUAL)	
EXISTING HEFFEL.COM USE	RS	- -	

EXISTING ONLINE PADDLE NUMBER

Once approved, those who have previously bid in Heffel's online auctions will log on to Heffel.com with their existing online paddle number and password in order to access the digital saleroom for the live auction.

□ NEW HEFFEL.COM REGISTRANTS

DESIRED PASSWORD (MINIMUM OF 8 CHARACTERS AND A COMBINATION OF NUMBERS, UPPERCASE, LOWERCASE AND SPECIAL CHARACTERS)

ONLINE PADDLE NUMBER (TO BE SUPPLIED BY HEFFEL UPON APPROVAL)

If my bid is successful, the purchase price shall be the Hammer Price plus a Buyer's Premium of twenty-five percent (25%) of the Hammer Price of the Lot up to and including \$25,000; plus twenty percent (20%) on the part of the Hammer Price over \$25,000 and up to and including \$5,000,000; plus fifteen percent (15%) on the part of the Hammer Price over \$5,000,000, plus applicable Sales Tax. I understand and acknowledge that all successful bids are subject to the *Terms and Conditions of Business* as printed in the Heffel catalogues.

CLIENT SIGNATURE	DATE	DRIVER'S LICENCE NUMBER	EXPIRY DATE
VISA, MASTERCARD OR UNIONPAY #		EXPIRY DATE AND CVV NUMBER	

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

NAME OF BANK	BRANCH	ADDRESS OF BANK
NAME OF ACCOUNT OFFICER	TELEPHONE	E-MAIL ADDRESS OF ACCOUNT OFFICER

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

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

SHIPPING AUTHORIZATION FORM FOR PROPERTY

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

SHIPPING METHOD (CHOOSE OPTION A, B OR C)

PROPERTY INFORMATION

``	
Option A Consolidated ground ship destination Heffel Gallery	· · · ·
Heffel Vancouver	□ Heffel Calgary
Heffel Montreal	□ Heffel Toronto
PACKING METHOD Soft packed (Cardboard) 	☐ Hard packed (Custom crate)
Option B	
Direct shipment to addres	s below via Heffel approved
third-party carrier:	
RECIPIENT'S NAME	

ADDRESS

CITY

POSTAL CODE

E-MAIL ADDRESS

EVENING TELEPHONE

PROVINCE/STATE, COUNTRY

DAYTIME TELEPHONE

TAX ID (FOR U.S. SHIPMENTS ONLY)

PACKING METHOD

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

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

Option C

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

AUTHORIZED THIRD PARTY'S FULL NAME

Lot	Number	

in numerical order

Property Description artist / title

2		
3		

OPTIONAL LOSS AND DAMAGE LIABILITY COVERAGE

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

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

PAYMENT INFORMATION

CREDIT CARD NUMBER (VISA, MASTERCARD OR UNION PAY)

EXPIRY DATE

CVV NUMBER

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

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

SIGNATURE

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

PROPERTY OWNER'S NAME

SIGNATURE

DATE

HEFFEL GALLERY LIMITED

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

TERMS AND CONDITIONS FOR SHIPPING

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

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

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

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

PACKING OPTIONS

Soft packed

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

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

Hard packed (Custom Crate)

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

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

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

SHIPPING TRANSPORTATION CARRIER OPTIONS

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

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

Regional (maximum range of two provinces)

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

National

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

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FINE ART AUCTION HOUSE

