

Contemporary & Canadian **Art Auction**

Wednesday, November 7th 2012

Start time 6:00pm

Previews:

Monday, November 5th – 10am-5pm

Tuesday, November 6th – 10am-5pm

Wednesday, November 7th – 10am-2pm

Maynards
SINCE 1902

1837 Main Street, Vancouver, BC, V5T 3B8

Telephone: 604-675-2228

Fax: 604-876-1323

Email: antiques@maynards.com

1
Frederick Arthur Verner, A.R.C.A, O.S.A
Canadian (1836-1928)
UNTITLED- SHORELINE LANDSCAPE
watercolour on paper
signed *F.A. Verner*, and dated 1869 lower right
5 3/4 x 11 7/8 in. (14.5 x 30 cm)
\$600-800

Provenance: Frank Jarman
Limited Fine Art Dealers, 243
Bank Street, Ottawa, order no.
4431

2
Thomas Mower Martin
Canadian (1838-1934)
UNTITLED
watercolour
signed lower left
8 3/4 x 19 1/2 in. (21 x 49 cm)
\$600-800

3
Henry Harold Vickers
Canadian (1851-1918)
A DEVONSHIRE LANE, ENGLAND
oil on panel
signed and dated 1907 lower
right, and titled on verso
5 1/2 x 8 1/2 in. (14 x 21.6 cm)
\$600-900

4
Henry Harold Vickers
Canadian (1851-1918)
A STAFFORDSHIRE LANE, ENGLAND
oil on panel
signed and dated 1909 lower
right, and titled on verso
5 1/2 x 8 1/2 in. (14 x 21.6 cm)
\$600-900

5
Homer Ransford Watson
Canadian (1855-1936)
UNTITLED - (LANDSCAPE)
ink on paper
initialed *H.W.* and dated 1922
3 3/4 x 5 3/4 in. (9.5 x 14.5 cm)
\$300-400

Provenance: written on verso:
Presented to the artist's cousin,
Wilberta McBain (in 1922),
thence bequeathed to her son,
Hugh David Black, thence
presented to Erwin Schell (Sept
16 1986)

6
Andreas Christian Gottfried Lapine
Canadian (1868-1952)
UNTITLED
oil on canvas
signed and dated 1945 on verso
on the stretcher
21 x 29 1/4 in. (53.3 x 74 cm)
\$1,000-2,000

7
Louis-Philippe Hebert, RCA
Canadian (1850-1917)
FLEUR DES BOIS
Bronze posthumous cast by
Henri Herbert from the original
plaster cast
signed, titled, dated 1897 and
inscribed *car son coeur fut pris
par un guerrier blanc.*
height: 21 1/4 in. (53.1 cm)
\$2,000-3,000

8
Canadian School
20th century
UNTITLED- WINTER RIVER
oil on canvasboard
signed *M Childs* lower left
20 x 24 in. (51 x 61 cm)
\$1,000-1,500

9
Herbert Sidney Palmer, RCA, OSA
Canadian (1881-1970)
JUNE ON TWELVE MILE LAKE, HALIBURTON
oil on board
signed
10 1/2 x 13 1/4 in. (27 x 33.5 cm)
\$1,000-1,500

10
Francis (Franz) Hans Johnston, ARCA, CSPWC, G7, OSA
Canadian (1888-1949)
UNTITLED
oil on board
signed lower left and dedicated
on verso *Compliments of the
artist Franz Johnston, to Gustav
Hermanson*
4 5/8 x 6 1/2 in. (12 x 16.5 cm)
\$6,000-8,000

Provenance: Gustav Hermanson
By decent to the present owner

11
Robert Wakeham Pilot, CGP, OSA, PRCA
Canadian (1898-1967)
FOGGY MORNING ON GASPE COAST
oil on panel
signed along the boat *R. Pilot*
*17 1/8 x 30 1/4 in. (43.25 x
46.75 cm)*
\$7,000-9,000

Other Notes: With certificate of
authenticity from Jean-Pierre
Valentin, Galerie Valentin,
Montreal, Quebec, *no. A 2807*

12
Mary Mullally
Canadian (active 20th century)
ST. SAUVEUR DES MONTS
oil on canvasboard
signed *Mary Mullally* lower left,
and titled to the verso
10 x 14 in. (25.5 x 35.5 cm)
\$800-1,200

13
Mary Mullally
Canadian (active 20th century)
**MURRAY BAY- ON THE
"BOULEVARD"**
oil on board
signed *M. Mullally* lower left,
and titled, signed and dated
1943 to the verso
10 x 14 in. (25.5 x 35.5 cm)
\$800-1,200

14
Gordon Edward Pfeiffer
Canadian (1899-1983)
ROAD TO GEORGEVILLE
oil on board
signed *G. Pfeiffer* lower right,
and titled and signed on verso
8 x 9 1/2 in. (20 x 24 cm)
\$500-700

15
Wilfred Withrow
Canadian (1900-1971)
UNTITLED
oil on board (double sided)
signed *W. Withrow* lower right
10 x 12 in. (25.4 x 30.5 cm)
\$400-600

16
Sydney Berne
Canadian (b. 1921)
**PIEDMONT, QUEBEC AND LAC
LES SALLES, QUEBEC (2
WORKS)**
oils on canvasboard
both signed *S. Berne* lower left
7 1/2 x 9 1/2 in. (19 x 24 cm)
\$800-1,200

Other Notes: Frames vary
slightly

17
**Mildred Valley Thornton,
FRSA**
Canadian (1890-1967)
AT FORT BABINE
watercolour
signed *MV Thornton*
8 x 10 3/4 in. (20.5 x 27.5 cm)
\$800-1,000

18
**Herbert Johannes Joseph
Siebner**
Canadian (1925-2003)
MEMORIES, VICTORIA, BC
oil on canvas
signed lower right, and signed,
titled and dated 1975 on verso
14 x 24 in. (35.5 x 61 cm)
\$3,000-4,000

19
**Herbert Johannes Joseph
Siebner**
Canadian (1925-2003)
**DOWNTOWN VIEW (VICTORIA
B.C.)**
oil on canvas
signed and dated '56 and on
verso signed, dated, and titled
36 x 24 in. (91.4 x 61 cm)
\$4,000-6,000

20
**Jack Leonard Shadbolt, RCA,
CGP, BCSFA**
Canadian (1909-1998)
**FROM GONZALES HILL,
VICTORIA, B.C.**
graphite on paper
signed and dated *J. Shadbolt '46*
- Victoria BC
16 3/4 x 13 3/4 in. (42.5 x 35
cm)
\$1,500-2,500

Provenance: Equinox Gallery
(Vancouver)
Private Collection (Vancouver)

21
**Jack Leonard Shadbolt, RCA,
CGP, BCSFA**
Canadian (1909-1998)
SPRING GARDEN
conte crayon on parchment
paper
signed and dated '54 lower right
30 x 42 in. (76.2 x 106.5 cm)
\$5,000-7,000

22
**Jack Leonard Shadbolt, RCA,
CGP, BCSFA**
Canadian (1909-1998)
UNTITLED
mixed media collage on board
signed *J. & D Shadbolt*
71.5 x 30.5 in. (181.6 x 77.5 cm)
\$10,000-15,000

23
**Jack Leonard Shadbolt, RCA,
CGP, BCSFA**
Canadian (1909-1998)
OWL
ink on paper
signed and dated '65 lower right
26 x 40 in. (66 x 101.5 cm)
\$7,000-10,000

Provenance: Equinox Gallery

24
**Jack Leonard Shadbolt, RCA,
CGP, BCSFA**
Canadian (1909-1998)
SHAMAN DANCE
acrylic on canvas
signed and dated '81 lower right,
and stamped and titled on verso
35 1/2 x 51 1/2 in. (90.5 x 131
cm)
\$15,000-20,000

Other Notes: stamped on verso
J. L. Shadbolt, 5121
Harbourview Road, Burnaby BC
V5B 1C9

25

Jack Leonard Shadbolt, RCA, CGP, BCSFA

Canadian (1909-1998)

RED FORK

acrylic on canvas

signed and dated *J. Shadbolt*

'90-.94 lower right

48 1/4 x 48 3/4 in. (122.5 x 124 cm)

\$18,000-22,000

26

Gordon Appelbe Smith, RCA, BCSA, CGP, CPE, OC

Canadian (b. 1919)

FUNDY 7

acrylic on canvas

signed, titled and dated 1980 on verso

56 x 65 in. (142.3 x 165 cm)

\$20,000-25,000

27

John Michael Anthony Koerner (Korner)

Canadian (b. 1913)

BALCONY WITH PINK CLOUDS

oil on canvas

signed and dated 93/7 lower left, and titled on verso stretcher

48 x 35 3/4 in. (122 x 90.5 cm)

\$2,000-3,000

28

John Michael Anthony Koerner (Korner)

Canadian (b. 1913)

STILL LIFE - MAINLY BLUE

oil on board

signed upper left and on verso, titled and dated 1957

25 x 33 in. (63.5 x 83.8 cm)

\$800-1,200

29

Leonard Brooks

Canadian (1911-2011)

UNTITLED

mixed media collage on board

signed lower right and dated 1972 on verso

16 x 23 3/4 in. (40.5 x 60 cm)

\$1,000-1,500

30

Hortense Mattice Gordon, ARCA, CSGA, P11

Canadian (1887-1961)

UNTITLED (ABSTRACT)

oil on board

signed and dated '48 lower right

24 x 18 in. (61 x 45.7 cm)

\$5,000-8,000

31

Albert Jacques Franck, ARCA

Canadian (1899-1973)

MAITLAND STREET

watercolour

signed and dated '64 lower right

with artist's label on verso

9 1/2 x 7 1/2 in. (24 x 19.5 cm)

\$800-1,200

32

William Kurelek, RCA

Canadian/ Ukrainian (1927-1977)

LIGHT TRADING ON THE TORONTO STOCK EXCHANGE

colour lithograph

signed and numbered 373/950

17 x 20 in. (43 x 51 cm)

\$800-1,200

33

Paul-Vanier Beaulieu, RCA

Canadian (1910-1996)

PAYSAGE (1964)

gouache, watercolour, and ink

on paper

signed *p.v. beaulieu* lower left

14 1/2 x 19 in. (37 x 48.3 cm)

\$1,000-1,500

34

Stanley Morel Cosgrove, CAS, CGP, QMG, RCA

Canadian (1911-2002)

TREESCAPE

oil on canvas

signed and dated *Cosgrove 74*

lower left

20 x 24 in. (51 x 61 cm)

\$4,000-6,000

Provenance: Walter Klinkoff Gallery

35

Henri Leopold Masson, CGP, CASGA, CSPWC, RCA, OSA, QMG, RCA

Canadian (1907-1996)

UNTITLED

oil on canvas

signed lower right, and signed

and dated 1978 on verso

stretcher

16 x 20 in. (40.5 x 50.5 cm)

\$3,000-5,000

Provenance: The Art Emporium, Vancouver, 1978.

36

Bruno Cote

Canadian (b. 1940)

ST. REGIS

oil on panel

signed and dated '85 lower left,

and titled on verso

24 x 30 in. (61 x 76 cm)

\$2,500-3,000

37

Toni Onley, BCSFA, CPE, CSPWC, RCA

Canadian (1928-2004)

UNTITLED

watercolour on paper (double sided)

signed and dated *Onley '58*

lower right

22 1/2 x 34 3/4 in. (56 x 86.8 cm)

\$2,000-3,000

38

Toni Onley, BCSFA, CPE, CSPWC, RCA

Canadian (1928-2004)

WHALEBONE COVE, BAFFIN ISLAND

watercolour on paper

signed, titled and dated *July 16,*

1975

11 x 15 in. (28 x 38 cm)

\$1,000-1,500

39

**Toni Onley, BCSFA, CPE,
CSPWC, RCA**

Canadian (1928-2004)

ARCTIC FOG, CAPE DORSET

watercolour on paper
signed, titled, and dated *July 18,
1975*

11 x 15 in. (28 x 38 cm)

\$1,000-1,500

40

**Toni Onley, BCSFA, CPE,
CSPWC, RCA**

Canadian (1928-2004)

**MONTAGNA, VIA ROLONDE,
VICENCE, JUNE 5 1972**

watercolour
signed, titled and dated in pencil
*10 3/4 x 14 1/2 in. (27.5 x 36.8
cm)*

\$1,000-1,500

Provenance: Bau-Xi Gallery
(Vancouver)

41

Joseph Francis Plaskett, RCA

Canadian (b. 1918)

HOUSE RUINS - TANU

oil on canvas
signed and dated *Plaskett 1981*
lower left

23 1/4 x 31 1/4 in. (59 x 80 cm)

\$3,000-5,000

42

Joseph Francis Plaskett, RCA

Canadian (b. 1918)

BREAKFAST WITH DAFFODILS

oil on canvas
signed and dated 1985
36 x 28 in. (91 x 71 cm)

\$5,000-8,000

Provenance: Bau-Xi Gallery
(Vancouver)

43

Joseph Francis Plaskett, RCA

Canadian (b. 1918)

**UNTITLED (STILL LIFE WITH
PINK ROSES)**

oil on canvas
signed and dated '01
28 x 20 in. (71 x 50.8 cm)

\$2,000-3,000

Provenance: Winchester
Galleries (Victoria)

43A

Molly Joan Lamb Bobak

Canadian (b. 1922)

PINK CINERARIA

watercolour on paper
signed
28 x 21 in. (71 x 53 cm)

\$1,500-2,000

44

Allen Sapp, RCA

Canadian (b. 1929)

KIDS ARE HAPPY

acrylic on canvas
signed lower right and dated
1975 on verso

18 x 24 in. (46 x 61 cm)

\$2,000-3,000

45

Robert Genn, FCA

Canadian (b. 1936)

**HILLSIDE MEMORIAL OF
KLEEGIT CLAN**

oil on canvasboard
signed twice, and titled and
signed on verso

16 x 12 in. (40.5 x 30.5 cm)

\$1,500-2,000

45A

Robert Genn, FCA

Canadian (b. 1936)

BRIGHT EDGE, SALTSRING

watercolour
signed lower right and signed
and titled on verso

7 1/2 x 9 1/2 in. (18 x 23 cm)

\$300-500

45B

Robert Genn, FCA

Canadian (b. 1936)

**COTTAGE, WHALING STATION
BAY, HORNBY IS.**

watercolour
signed lower right and titled and
signed on verso

7 1/2 x 9 1/2 in. (18 x 23 cm)

\$300-500

46

Donald Appelbe Smith

Canadian (b. 1917)

DYSON LAKE

oil on board
signed lower right
*15 1/8 x 10 1/8 in. (38.25 x
25.75 cm)*

\$500-700

Provenance: Acquired as a gift
directly from the artist

47

Myles J. MacDonald

Canadian (b. 1941)

LATE IN NOVEMBER (NO. 6)

acrylic on canvas
signed
20 x 16 in. (51 x 40.6 cm)

\$600-900

48

Jack Lee McLean

Canadian (1924-2003)

AUTUMN WRANGLER

oil on board
signed lower right, and titled
and signed on verso

24 x 36 in. (61 x 91.5 cm)

\$1,500-2,000

49

Karen R. Hersey

Canadian (b. 1941)

ASSINBOINE I

oil on canvas
signed and on verso signed and
titled

24 x 30 in. (61 x 76.2 cm)

\$1,000-1,500

Other Notes: (canvas repaired)

50

Harold Lloyd Lyon, FCA

Canadian (b. 1930)

SKIDDING LOGS

oil on canvas

signed lower right

24 x 36 in. (61 x 91.5 cm)

\$1,500-2,000

51

Georgia Jarvis

Canadian (1944-1990)

A GRIST MILL

oil on board

signed lower right and dated

November 1982 on gallery label

12 x 16 in. (30.5 x 40.5 cm)

\$1,200-1,600

Provenance: Johnson Gallery

52

William (H. W.) Townsend

Canadian (b. 1940)

CATHEDRAL MOUNTAIN, LAKE

O'HARA

oil on panel

signed lower right

10 x 12 in. (25.5 x 30.5 cm)

\$700-900

53

Gaston Rebry

Canadian (1933-2007)

NATURE MORTE

oil on canvas

signed and dated 1987 lower

right, and certified by the artist
on verso

12 x 16 in. (30.5 x 40.5 cm)

\$800-1,200

54

**Janet Mitchell, ASA, CSPWC,
RCA**

Canadian (1912-1998)

**KIDS PLAYING IN THE
NEIGHBOURHOOD**

watercolour on paper

signed and dated *J. Mitchell 70*

*18 1/2 x 21 1/2 in. (47 x 54.5
cm)*

\$1,000-1,500

55

James A.S. Macdonald

Canadian (b. 1920)

UNTITLED

oil on board

signed

22 1/2 x 29 in. (57 x 73.5 cm)

\$600-800

56

Daphne Odjig, FCA, OC,

PNIAI, RCA, WS

Canadian (b. 1919)

DON'T WORRY

mixed media on paper

signed and dated *Odjig /77*

lower left

12 x 9 in. (30.5 x 22.5 cm)

\$2,500-3,500

57

Norval H. Morrisseau, RCA

Canadian (1931-2007)

UNTITLED

acrylic on board

signed in syllabics

32 x 42 1/2 in. (81 x 107 cm)

\$7,000-10,000

Provenance: Gifted by the artist
to Kenneth Woodsworth in
appreciation for pro bono legal
counsel, and thence by descent
to current owner.

58

Ernest Lindner

Canadian (1897-1988)

HILLY LAKESIDE

watercolour

signed lower right

4 1/4 x 3 1/2 in. (11 x 9 cm)

\$400-600

59

Dorothy Elsie Knowles, RCA

Canadian (b. 1927)

HUTTERITE FIELDS

oil on canvas

signed lower right

c. 1970

28 1/2 x 42 in. (72.5 x 107 cm)

\$3,000-5,000

60

Rebecca Pehudoff

Canadian (b. 1953)

RIVER BANK

acrylic on canvas

signed and dated '89 lower right

and titled on verso

51 x 46 in. (129.5 x 116.8 cm)

\$2,000-3,000

61

Peter Aspell, BCSCFA

Canadian (1918-2008)

DEVINE DECREE

oil on canvas

signed lower right and titled on

verso

dated 1986 on gallery label

59 x 47 in. (150 x 119 cm)

\$5,000-8,000

Provenance: Bennett Antique
Gallery

62

Peter Aspell, BCSCFA

Canadian (1918-2004)

TO THE NOON PALACE III

oil on canvas

signed and dated '79 lower left

48 x 60 in. (122 x 152 cm)

\$4,000-6,000

63

Peter Aspell, BCSCFA

Canadian (1918-2004)

GREY DOMINO

oil on canvas

signed and dated '80 lower left

39 x 48 in. (99 x 122 cm)

\$3,000-5,000

64

Leslie Donald Poole

Canadian (b. 1942)

UNTITLED (DIPTYCH)

acrylic on paper

signed and dated July 8/79 (103)

& (104)

*39 1/2 x 26 in. each (2) (100.3 x
66 cm)*

\$1,000-1,500

65

Pnina Gagnon

Canadian (b. 1940)

UNTITLED

mixed media on paper

signed and dated *Pnina '91*

21 1/2 x 29 in. (54.5 x 74 cm)

\$500-800

66

Pnina Gagnon

Canadian (b. 1940)

UNTITLED

mixed media on paper

signed and dated *Pnina '91*

21 1/2 x 29 in. (54.5 x 74 cm)

\$500-800

67

Anne Meredith Barry, OSA

Canadian (1932-2003)

WINTER PICNIC

mixed media on paper

signed and dated 1994 lower right

30 x 22 in. (76 x 56 cm)

\$800-1,200

68

Rod Charlesworth

Canadian (b.1955)

OLD HOUSES (HAMILTON, ON)

oil on canvas

signed lower left and signed and titled on verso

14 x 18 in. (35.5 x 45.5 cm)

\$1,000-1,500

69

Raymond Chow

Canadian (b. 1941)

UNTITLED (BALLERINA)

oil on canvas

signed twice

28 x 26 in. (71 x 66 cm)

\$500-800

70

Audrey Capel Doray

Canadian (b. 1931)

LOGS

silkscreen

signed and numbered *one of*

forty, and on verso signed, titled, and dated 1969

18 x 17 1/2 in. (45.5 x 44 cm)

\$200-400

71

Alistair Bell, ARCA, BCSFA, CPE, CSGA

Canadian (1913-1997)

PORT VENDRES

woodcut

signed, titled and labeled *Artist Proof*

22 x 17 in. (56 x 43 cm)

\$200-400

72

Angela Grossmann

Canadian (b. 1955)

THE INDIAN (1987)

mixed media on canvas

signed lower right

40 x 29 1/2 in. (101.5 x 74 cm)

\$1,500-2,000

73

Kathryn Bemrose

Canadian (b. 1950)

URBAN CURBERS

oil on canvas

signed, titled, and dated 1997 on verso

48 x 48 in. (122 x 122 cm)

\$1,500-2,000

74

Jim Gislason

Canadian (b. 1964)

ROMMEL SUITE

oil on mesh pinned on canvas

titled and dated 2002 on verso

55 x 55 in. (140 x 140 cm)

\$1,500-2,000

75

Gordon Appelbe Smith, RCA, BCSA, CGP, CPE, OC

Canadian (b. 1919)

UNTITLED

silkscreen

signed, dated 1974 and inscribed *Best Wishes*

10 x 14 3/4 in. (25.4 x 37 cm)

\$300-600

76

Gordon Appelbe Smith, RCA, BCSA, CGP, CPE, OC

Canadian (b. 1919)

UNTITLED - ABSTRACT FORMS

silkscreen

signed and numbered 2/25

19 1/2 x 26 in. (49.5 x 66 cm)

\$300-500

77

Jack Leonard Shadbolt, RCA, CGP, BCSFA

Canadian (1909-1998)

END OF SEASON

stone lithograph

signed, dated 1993 and numbered 117/150

36 x 27 in. (91.5 x 69 cm)

\$600-900

Other Notes: (unframed)

78

Jack Leonard Shadbolt, RCA, CGP, BCSFA

Canadian (1909-1998)

WINTER SUNTRAP

stone lithograph

signed, dated 1993 and numbered 117/150

27 x 36 in. (68 x 91 cm)

\$600-900

Other Notes: (unframed)

Provenance: Elliot Louis Gallery

79

**Jack Leonard Shadbolt, RCA,
CGP, BCSFA**

Canadian (1909-1998)

INVICTUS

stone lithograph
signed, dated 1993, and
numbered 117/150
36 x 27 in. (91 x 68 cm)
\$600-900

Other Notes: (unframed)

80

**Jack Leonard Shadbolt, RCA,
CGP, BCSFA**

Canadian (1909-1998)

CAPTIVE WHITE

stone lithograph
signed, dated 1993, and
numbered 117/150
27 x 36 in. (68 x 91 cm)
\$600-900

Other Notes: (unframed)

81

**Toni Onley, BCSFA, CPE,
CSPWC, RCA**

Canadian (1928-2004)

OCEAN

colour silkscreen
signed, titled and numbered
25/40
11 x 15 in. (28 x 38 cm)
\$300-500

82

**Toni Onley, BCSFA, CPE,
CSPWC, RCA**

Canadian (1928-2004)

STEEL BLUE SKY

colour silkscreen
signed, titled, and numbered
25/40
11 x 15 in. (28 x 38 cm)
\$300-500

83

Pat O'Hara

Canadian (b. 1936)

WOVEN KITE #4

acrylic on canvas
signed and dated '84 right corner
and titled on verso
*60 1/2 x 53 1/4 in. (153 x 135
cm)*
\$500-800

Provenance: Bau-Xi Gallery
(Vancouver)
Private Collection (Vancouver)

84

Pat Service

Canadian (b. 1941)

THAT WAY

mixed media on paper
signed, titled and dated 1994
*14 3/4 x 21 5/8 in. (37.5 x 55.5
cm)*
\$200-300

85

George Vergette

Canadian (b. 1973)

FLEE #17

mixed media on paper
signed and titled
11 x 15 in. (28 x 38 cm)
\$200-300

86

Ross Penhall

Canadian (b. 1959)

THE FOUNTAIN

lithograph
signed, titled and numbered
24/98
24 x 18 in. (61 x 46 cm)
\$300-400

Provenance: Buschlen Mowatt
(Vancouver)

87

**Wayne Ngan, Canadian (b.
1937),**

a salmon coloured ceramic
lidded jar *height: 8 in. (21 cm)*
\$200-300

88

**Shoji Hamada, Japanese
(1894-1978),**

A stoneware bottle vase, of
rectangular form with the top
section covered in an ash
coloured matt glaze, the lower
section with a mottled green
height: 7 3/4 in. (19.5 cm)
\$1,500-2,000

Provenance: Purchased from the
artist's studio by Myrtle
Erickson in 1970, thence
bequeathed to Donald Erickson
(brother of Arthur Erickson).

89

Margaret Hannah Olley

Australian (1923-2011)

**UNTITLED (PORTRAIT OF A
MAN)**

watercolour on paper
signed lower right
30 x 22 in. (76.2 x 55.5 cm)
\$2,000-4,000

Provenance: Purchased directly
from the Artist by the current
owner

90

Salvador Dali

Spanish (1904-1989)

LES 'JE MANGE GALA'

colour lithograph
signed and numbered 329/395
18 7/8 x 22 1/2 in. (48 x 57 cm)
\$600-800

Literature: Cat. Rais.: 1337,
Michler/Lopsinger

91

Victor Vasarely

French/ Hungarian (1906-1997)

KETTES

acrylic on wood
signed and numbered 99/175
27 1/4 x 15 1/4 x 2 1/4 in.
\$5,000-7,000

PURCHASER TERMS AND CONDITIONS

The following as amended by any posted notices and/or oral announcements during the auction sale, constitutes the entire terms and conditions on which property listed in the auction sale catalogue shall be offered for sale or sold by Maynards, and any consignor of such property for whom Maynards acts as agent. Maynards strongly recommends to all Bidders to thoroughly inspect all items before the auction on which the Bidder intends to bid. Note that Maynards reserves the right to a) refuse to grant or to revoke the privilege of attending an auction sale to any person or their agent, at any time, who may have been granted such privilege at previous sales; and b) to refuse to grant or to revoke the privilege of bidding granted by Maynards to any person or their agent at any previous auction. Capitalized terms not otherwise defined are found in article 13.

- 1 All property is sold "AS IS, WHERE IS". Absolutely no warranty or representation, written or oral, expressed or implied, is given with any lot. All statements contained in Maynards' catalogue, website, marketing material or by the auctioneers, or in any bill of sale, invoice or elsewhere as to authorship, age, date, origin, prior history or use, reason for sale, fitness for any purposes, etc., are approximated statements and shall not be deemed to be representations or warranties with respect to any lot. All photographic representations are provided solely for guidance and not to be relied upon for accuracy as to colour, tone or condition. No sale is invalid or made void by reason of any flaw in a lot or by reason of a lot being incorrectly described, and Maynards will not be liable and no compensation will be paid for any such fault or error of description. Absolutely NO RETURN of sold goods, NO REFUNDS, and NO EXCHANGES will be permitted.
- 2 Should any dispute arise over the authorship of any artwork offered in the auction or the description of any watch, plate or jewelry, the Purchaser must notify Maynards in writing at a date not later than fourteen (14) days after the date of sale providing sufficient reason for the Purchaser's dispute of Maynards' attribution or description. Beyond this period and within six months of the sale date, Maynards' liability is limited to a) the amount of Maynards' commissions; b) any other sale proceeds to which Maynards is entitled; c) any applicable taxes received from the Purchaser on the sale; and d) making demand on the consignor to pay the balance of the Purchase Price to the Purchaser. Should the consignor fail to pay the balance promptly after demand, Maynards may disclose the identity of the consignor and assign to the Purchaser Maynards' rights against the consignor with respect to the lot, the sale of which is sought to be rescinded. Upon such disclosure and assignment, any liability of Maynards as the consignor's agent with respect to the said lot shall automatically terminate.
- 3 Maynards reserves the right to a) withdraw any property at any time before actual sale; or b) reject a bid from any Bidder. Unless otherwise announced by the auctioneer at the time of sale, all bids are per lot as numbered in the catalogue. Lots may be combined or divided at the auctioneer's choice. Certain lots may be offered subject to a confidential reserve placed by the consignor. In such cases, the auctioneer may bid on the consignor's behalf, only to the amount of the reserve. However, the consignor is not permitted to bid on their consignment property.
- 4 Every person at the auction site before, during and after the auction sale, shall be deemed to be there at his/her own risk with notice of the condition of the premises, the activities on the premises, and conduct of third parties; and the Bidder shall so advise his/her agents and employees. No person shall have any claim against Maynards, its consignors, agents, employees, directors or principals for any injuries sustained or for damages to or loss of personal property, which may occur from any cause whatsoever.
- 5 A sale to the highest Bidder shall be complete upon the auctioneer's call with the highest Bidder purchasing the offered lot as the Purchaser, in accordance with all the conditions set forth herein, including assuming full risk of loss and responsibility, thereof, in accordance with article 8. In the event of any dispute between Bidders, or in the event of doubt on the part of Maynards as to the validity of any bid, the auctioneer shall have the sole discretion either to determine the successful Bidder or to reoffer and resell the lot in dispute. If any dispute arises after the sale, Maynards' sales record shall be conclusive.
- 6 All or part of the Sales Tax may be exempt if the lot is delivered or otherwise removed from British Columbia (BC). It is the Purchaser's obligation to prove to the satisfaction of Maynards, prior to the payment of the Purchase Price, that such removal results in an exemption from the Sales Tax. Exemptions will only be permitted if a commercial third party carrier delivers the lot directly from Maynards' premises to a destination outside of BC and supplies Maynards with the appropriate delivery documentation. The Sales Tax of the destination province will be charged if the lot is shipped to a province outside of BC.
- 7 Bidding is in Canadian dollars and payment is to be made in Canadian funds whether by cashier's cheque, Visa, MasterCard, traveler's cheques or money order, etc. Total purchases of less than \$1,000.00 may be paid by cash or uncertified personal cheque only if sufficient identification is provided to the cashier when paying. Total purchases over \$1,000.00 may be paid by certified cheque, Visa, MasterCard, traveler's cheques, or bank draft drawn in Canadian dollars. A financing handling fee will be charged on any non-cash transaction. A deposit of 25% may be required as a down payment with the balance to be paid within three (3) days of the termination of the auction.
- 8 Purchase of any lot is at the Purchaser's risk with risk of loss immediately passing to the Purchaser upon the auctioneer's call. Neither Maynards, nor its consignors, nor its employees, nor its agents, nor its directors, nor its principals have any liability of any nature whatsoever to the Purchaser, other than the sole and exclusive liability of refunding the Purchase Price, in the event the lot is not delivered to the Purchaser due to fire, theft, damage, or any other cause or, if there is any loss or damage of any kind to the lot, whether caused by negligence or otherwise, while any lot is in or under the custody of Maynards.
- 9 No lot may be removed until the Purchase Price is paid in full for all lots purchased. All lots purchased shall be removed in their entirety from the site at the Purchaser's sole cost and responsibility and by the date as specified in the auction catalogue or as posted or announced at the sale. Maynards may provide assistance to the Purchaser with packing or removing goods from the auction floor once sold, solely as a courtesy. However, Maynards is not responsible for any damage which may occur during that time. Check-out of small items may be permitted after 9:00 p.m. on the night of the sale. Large pieces of furniture, rugs, sets of china and crystal, large paintings, etc. may only be removed at the termination of the auction. It is the responsibility of the Purchaser to bring sufficient wrapping material and boxes, etc. The Purchaser shall full indemnify Maynards and its consignors for any loss arising from damage to any person or property caused to any extent by the Purchaser's removal of the lot(s) purchased.
- 10 Certain property sold at the auction may be subject to laws governing exports from Canada and import restrictions of foreign countries. The export of any lot from Canada, or import into any other country, may be subject to granting by local authorities of one or more export or import licenses, as the case may be. It is the Purchaser's responsibility to obtain any relevant export or import licenses. All lots purchased from Maynards shall be paid for in accordance with article 7 and the denial of any export or import license or any delay in the obtaining of such license shall not justify the rescission or cancellation of any sale or any delay in making payment of the Purchase Price for the lot. Maynards is unable to assist in obtaining any of the above-mentioned export or import license documents.
- 11 If prospective Purchasers are unable to attend the auction on-site, Maynards will arrange for absentee bidding as a courtesy. An absentee bid enables a staff member to bid on the prospective Purchaser's behalf according to the standard bidding process. Maynards' auction representatives will not bid above the maximum amount indicated by the prospective Purchaser. In the event that Maynards receives more than one absentee bid for the same maximum amount and at the auction, those absentee bids are the highest bids for that lot; the lot shall be Knocked Down to the person whose absentee bid request was received first. Maynards will have no liability whatsoever for any errors or failures. All outstanding accounts for absentee bidders must be settled in full within three (3) days of the termination of the auction.
- 12 If the conditions herein or any other applicable condition(s) are not complied with, in addition to other remedies available by law to Maynards and/or its consignors, including but without limitation, the right to hold the Purchaser liable for the Purchase Price, Maynards may, at its option, choose to do any of the following:
 - (a) cancel the sale in part or in full, retaining as liquidated damages all payments made by the Purchaser;
 - (b) resell the property, either publicly or privately, after three (3) days notice to the Purchaser and for the account and risk of the Purchaser, and in such event the Purchaser shall be liable to Maynards for any deficiency if the resale is less than the Purchase Price, plus all costs, including warehousing, the pro-rata share of expenses of both sales including reasonable attorneys fees, Maynards' commission, plus all other charges due hereunder and incidental damages suffered by Maynards or its consignor;
 - (c) charge interest on the Purchase Price at the rate of 5% above the prime rate of the Royal Bank of Canada; and
 - (d) store the lot on the premises of Maynards or elsewhere, and to release the lot to the Purchaser only after payment of the Purchase Price and any additional expenses incurred by Maynards.
- 13 Definitions:
 - (a) "Bidder(s)" means a person or a person's agent who has completed proper registration with Maynards and has obtained a numbered bidding card (note that bidding cards cannot be shared between two or more bidders), who may place bids on property auctioned by Maynards;
 - (b) "Buyer's Premium" means a fee of not less than 15% of the Hammer Price, which will be added to the Hammer Price in respect of each lot purchased;
 - (c) "Hammer Price" means the price at which a lot is Knocked Down to the Purchaser;
 - (d) "Knock(ed) Down" means to conclude the sale of a lot by the auctioneer's call, inclusive of the blow or knock of the auctioneer's hammer;
 - (e) "Purchase Price" means the aggregate of a) the Hammer Price; b) the Buyer's Premium and other surcharges, if any; and c) unless the Purchaser is exempt by law from the payment thereof, in accordance with article 6, the Sales Tax and any other applicable taxes or fees;
 - (f) "Purchaser" means the highest Bidder acknowledged by the auctioneer as the Bidder who wins the lot; and
 - (g) "Sales Tax" means the Federal and Provincial sales and excise taxes applicable in BC or in the destination jurisdiction to which a lot will be delivered.