

# EXHIBIT "D"

Superior Court of Justice  
Cour supérieure de justice



Plaintiff's Claim  
Demande du demandeur

Form / Formula 7A Ont. Reg. No. / Rég. de l'Ont.: 258/98

SC07-51428-05

Claim No. / N° de la demande

Small Claims Court / Cour des petites créances de

47 Sheppard Ave East, 3rd Floor

Address / Adresse

TORONTO, ONT, M2N 5X5

(416) 326-3354

Phone number / Numéro de téléphone

Plaintiff No. 1 / Demandeur n° 1

☐ Under 18 years of age.  
Moins de 18 ans.

☐ Additional plaintiff(s) listed on attached Form 1A.  
Le ou les demandeurs additionnels sont mentionnés sur la formule 1A ci-jointe.

OTAVNIK

Last name of individual or name of company, etc. / Nom de famille du particulier ou nom de la compagnie, etc.

JOSEPH

First given name / Premier prénom

299 Dufferin

Second given name / Deuxième prénom

OSHAWA, ONTARIO

Also known as / Également connu(e) sous le nom de

(Dufferin, Ontario)

Address for service (street & number, unit, municipality, province) / Adresse aux fins de signification (numéro et rue, unité, municipalité, province)

L1G 6G7

(905) 734-2133

Postal code / Code postal

Phone no. / N° de téléphone

Fax no. / N° de télécopieur

Representative / Représentant(e)

LSUC # (if applicable) / N° du BHC (le cas échéant)

Address for service (street & number, unit, municipality, province) / Adresse aux fins de signification (numéro et rue, unité, municipalité, province)

Postal code / Code postal

Phone no. / N° de téléphone

Fax no. / N° de télécopieur

Defendant No. 1 / Défendeur n° 1

☐ Under 18 years of age.  
Moins de 18 ans.

☐ Additional defendant(s) listed on attached Form 1A.  
Le ou les défendeurs additionnels sont mentionnés sur la formule 1A ci-jointe.

VADAS

Last name of individual or name of company, etc. / Nom de famille du particulier ou nom de la compagnie, etc.

GABOR

First given name / Premier prénom

5435 Alder Way

Second given name / Deuxième prénom

NANAIMO, BRITISH COLUMBIA

Also known as / Également connu(e) sous le nom de

(Nanaimo, British Columbia)

Address for service (street & number, unit, municipality, province) / Adresse aux fins de signification (numéro et rue, unité, municipalité, province)

V9T 5N4

Phone no. / N° de téléphone

Fax no. / N° de télécopieur

Representative / Représentant(e)

LSUC # (if applicable) / N° du BHC (le cas échéant)

Address for service (street & number, unit, municipality, province) / Adresse aux fins de signification (numéro et rue, unité, municipalité, province)

Postal code / Code postal

Phone no. / N° de téléphone

Fax no. / N° de télécopieur

Within seven (7) calendar days of changing your address for service, notify the court and all other parties in writing.  
Dans les sept (7) jours civils qui suivent tout changement de votre adresse aux fins de signification, veuillez en aviser par écrit le tribunal et les autres parties.

**CAUTION TO DEFENDANT(S):** If you do not FILE A DEFENCE (FORM 9A) with the court WITHIN TWENTY (20) CALENDAR DAYS after you have been served with this Plaintiff's Claim, JUDGMENT MAY BE OBTAINED WITHOUT NOTICE AND ENFORCED AGAINST YOU.  
**AVERTISSEMENT AU(X) DÉFENDEUR(S):** Si vous ne DÉPOSEZ PAS DE DÉFENSE (FORMULE 9A) auprès du tribunal AU PLUS TARD VINGT (20) JOURS CIVILS après avoir reçu signification de la présente demande du demandeur, UN JUGEMENT PEUT ÊTRE OBTENU SANS PRÉAVIS ET ÊTRE EXÉCUTÉ CONTRE VOUS.

PLAINTIFF'S CLAIM / DEMANDE DU DEMANDEUR

Claim No. / N° de la demande

The plaintiff(s) claim(s) from you \$ 10,000  
 Le ou les demandeurs vous demandent paiement de  
 (Principal amount /  
 Montant en principal)

court costs, interest in accordance with  
 \$, ainsi que des dépens et des intérêts conformément

the Courts of Justice Act or payable by agreement at a rate of 5 % per year, being  
 de la Loi sur les tribunaux judiciaires ou exigibles par accord au taux de pour cent par an,

pre-judgment interest of \$ to the date this claim was prepared, and post-judgment  
 soit des intérêts antérieurs au jugement de \$ jusqu'à la date de préparation de la présente demande  
 Interest.  
 et des intérêts postérieurs au jugement.

To obtain forms and self-help materials to assist you in filing a Defence (Form 9A), attend the nearest Small  
 Claims Court or access the following website: [www.ontariocourtforms.on.ca](http://www.ontariocourtforms.on.ca)  
 Vous pouvez obtenir les formulaires et la documentation à l'usage du client qui pourront vous aider à déposer une  
 défense (formule 9A) auprès de la Cour des petites créances de votre localité ou en consultant le site Web  
 suivant : [www.ontariocourtforms.on.ca](http://www.ontariocourtforms.on.ca)

## TYPE OF CLAIM / NATURE DE LA DEMANDE

(Check as many as apply / Cochez la ou les cases qui s'appliquent)

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Construction/Renovation<br>Construction/rénovation           | <input type="checkbox"/> Motor Vehicle Accident<br>Accident de véhicule automobile | <input type="checkbox"/> Real Estate<br>Bien immobilier                     |
| <input type="checkbox"/> Contract<br>Contrat  | <input checked="" type="checkbox"/> Negligence<br>Négligence                       | <input checked="" type="checkbox"/> Sale of Goods<br>Vente d'objets         |
| <input checked="" type="checkbox"/> Damage to Property<br>Dommages causés à des biens | <input type="checkbox"/> N.S.F. Cheque<br>Chèque sans provision                    | <input type="checkbox"/> Services Rendered<br>Services rendus               |
| <input type="checkbox"/> Estates/Wills<br>Successions/testaments                      | <input type="checkbox"/> Professional Malpractice<br>Négligence professionnelle    | <input type="checkbox"/> Unpaid Account/Invoice<br>Compte/facture impayé(e) |
| <input type="checkbox"/> Landlord/Tenant<br>Locataire/propriétaire                    | <input type="checkbox"/> Promissory Note<br>Billet                                 | <input type="checkbox"/> Wrongful Dismissal<br>Congédiement injustifié      |
| <input type="checkbox"/> Other:<br>Autre :  |  |   |

## REASONS FOR CLAIM AND DETAILS / MOTIFS DE LA DEMANDE ET PRÉCISIONS

In separately numbered paragraphs, give a full explanation of what happened, including the dates and places involved. Calculate and explain the amount of money which you are claiming.  
Indiquez en détail sous forme de paragraphes numérotés ce qui est arrivé, y compris la ou les dates et la ou les lieux en cause. Calculez et précisez la somme d'argent que vous demandez, en l'expliquant.

If you are relying on any documents or other material, you MUST attach copies to the claim. If evidence is lost or unavailable, you MUST explain why it is not attached.  
Si vous vous appuyez sur des documents ou d'autres pièces, vous DEVEZ en annexer des copies à la demande. Si une preuve est perdue ou n'est pas disponible, vous DEVEZ expliquer pourquoi elle n'est pas annexée.

see attached documentation  
and EXHIBITS

(If more space is required, attach and number separate sheets. / Si vous avez besoin de plus d'espace, annexe et numérotez une ou des feuilles supplémentaires.)

Prepared on: April 16<sup>th</sup>, 2007  
Fait le :

APR 16 2007  
Issued on: 20  
Délivré le :

Jae Adams  
(Signature of plaintiff or representative / Signature du demandeur/de la demanderesse ou du/de la représentant(e))

MM  
(Signature of clerk / Signature du greffier)

### Statement of Claim

I contend that Mr. Vadas interfered in the sales process between myself and a third party (Heffel Auction house) which directly lead to a loss of sale (and revenue) on my part. My damages are estimated at the amount I could have reasonably been expected to receive given past sales results (and current projections) made at Heffel with respect to the same artist-Norval Morrisseau.

On Aug 1<sup>st</sup>, 2006 I entered a consignment agreement with Heffel Auction house in Toronto, Ontario as per Exhibit # 1. The lots are labeled AOL0906-E04085-001 and AOL0906-E04085-002. Heffel took possession of the lots on Aug 1<sup>st</sup>, 2006 and the lots were to be offered in the upcoming September on line auction which was to start on approx. 4:00pm EST Sept 4, 2006 and was to end approx. on September 30<sup>th</sup>, 2006. The items were initially posted on the on line auction for approx. for a week before they were taken down all of a sudden on and about September 12<sup>th</sup>, 2006. My two lots and 4 others were taken off approx. 1 week later right after the email sent by Mr. Vadas to Judy Scolnik at Heffel as per Exhibit # 2 as per lots # 027, 030, 032, 033, 034 and 035. (Judy Scolnik was the same person that accepted my consignment.) All of the items from all consignors which Mr Vadas said were fakes were withdrawn and not sold. Enclosed please find Exhibit # 3 which is the auction sale results for the Sept on line auction with corresponding lot numbers. (I submit that it is not a coincidence that Mr. Vadas complained about all the lots and all the lots were removed).

Mr Vadas claimed that my two lots were not authentic. I am suing with respect to lot AOL0906-E04085-002. Enclosed please find a forensic document as per Exhibit # 4 which confirms that Norval did sign the lot in question. Given that the lot in question was painted in 1969 it is only common sense that the signature and painting have shown wear and tear through the years. This report is from an independent forensic expert and I have enclosed his extensive CV. The signatures are not something Mr. Vadas would have seen because it was not shown on the on line auction and he never personally viewed the item because he complained via email from his home province of British Columbia. Moreover, at best Heffel could have only provided Mr. Vadas with a photograph of the signature.

I have enclosed a statement of opinion from a very experience retailer who has sold Norval's work for over forty years and is the recognized expert on Norval Morrisseau-Joe McLeod. I have enclosed his extensive CV as per Exhibit # 5. I have several other art dealers who are willing to give my more opinions if required. I can <sup>also</sup> if required provide statements from several art framers who are a very experienced and knowledgeable with respect to Norval's work and the authenticity of this painting. I have also enclosed a statement from one of Norval Morrisseau's son's- David with respect to the authenticity of this painting as per Exhibit # 6.

Also, enclosed please find a copy of a picture of Norval with his son Christian which was took on Dec 9, 2006 in British Columbia at Norval's nursing home as per Exhibit #7. Christian Morriseau is willing to testify to the fact that his father is in no condition to give any opinion on anything yet alone anything he painted over 35 years ago. It is also public knowledge that Norval is in the advanced stages of Parkinson's and may suffer from Korsakoff syndrome due to Norval's widely publicized alcohol and drug use of which he has freely admitted to publicly. Thus, I have statements from independent experts, art dealers, ~~family~~ and members of Norval's family.

Mr Vadas has a pattern of threatening legal harm on anybody who is trying to sell any of Norval's work that was done prior to him meeting Norval on the streets of Vancouver in the late 1980's when they were both homeless. Enclosed please find Exhibit # 8 where Mr. Vadas threatened this auctioneer if he didn't stop selling works of art from Norval Morriseau. This auctioneer (Randy Potter) ignored Mr. Vadas and Mr. Vadas has done nothing because he knows where the painting came from and he knows they are authentic.

Moreover, it is clear the Mr. Morriseau has not rendered any opinion on anything nor does he care about his past work. He has made this abundantly clear in many interviews and newspaper articles. I can find articles and can have people attest to the fact that Norval doesn't even care if people are copying his style of painting or even if they are selling fakes. Norval Morriseau is a true artist in the sense that he painted for himself and does not care about anything other than receiving satisfaction from his painting. It is Mr. Vadas who on his own claims to be speaking on Mr. Morriseau's behalf but is actually speaking for himself and his own economic interests. The fact is that Norval Morriseau was an established internationally known and respected artist for 30 years before he met Mr. Vadas on the streets of Vancouver. Indeed, Mr. Vadas has publicly admitted that he didn't even know who Norval was when he met him when they were both homeless.

Thus, I have statements from independent experts, art dealers, an auctioneer and members of Norval's family to verify the authenticity of the lot in question.

To conclude, I believe I have established the authenticity of the lot and question and was denied the opportunity to sell this lot due to the actions of Mr. Vadas. I now turn to my calculation of damages.



Calculation of Damages. (As per Exhibit #9)

Lot # AOL0906-E04085-001 was listed in September on line auction at a low bid of \$5000 to a high bid of \$7000 with a mid point of \$6000.  
In the same auction

Lot	Low	High	Mid	Actual sales Price	Sales price/Mid
26	3000	4000	3500	\$11000	3.14
23	2000	3000	2500	2750	1.1
031	1200	1500	1350	4250	3.14
029	3500	4500	4000	5000	1.25
?	4000	5000	4500	19000	4.22 *
Average					2.57

\* I have not been able to ascertain the exact figure as Heffel has not allowed me to purchase their on line auction results so I am going on what I remember.

Since the lot in question had a mid point of \$6000 and since actual sales have averaged at least 2 times the mid point of the low-high auction estimate I estimate the potential sale at approx. \$12,000 so I am claiming \$10,000 plus my expenses.



# Heffel Fine Art Auction House

a division of Heffel Gallery Inc.

13 Hazelton Avenue, Toronto, ON, Canada, M5R 2E1

Telephone 416 961-6505 Facsimile 416 961-4245

E-mail: mail@heffel.com Internet: http://www.heffel.com

## AUCTION CONSIGNMENT RECEIPT

Form No: AOL0906-E04085

Consignor's Name & Address: (as it is to appear on Consignment Agreement and settlement cheque).

Joe Diavnik

Client No: 12180

299 Dover Court

Oshawa, ON, L1G 6G7

Canada

GST #:

Description:

AOL0906-E04085-001

Grandfather Speaks of Great Ancestral Warrior

Norval H. Morrisseau

Low Estimate	High Estimate	Reserve
\$8,000	\$10,000	\$7,000

Expenses

Online Digital Photography and Posting \$100.00

Total Expenses: \$100.00

AOL0906-E04085-002

Untitled

Norval H. Morrisseau

Low Estimate	High Estimate	Reserve
\$5,000	\$7,000	\$4,000

Expenses

Online Digital Photography and Posting \$100.00

Total Expenses: \$100.00





heffel.com on-line auction  
a division of Heffel Gallery Inc.

## CONSIGNMENT AGREEMENT

### The "CONSIGNOR"

Jon Otavnik

Name

Institution

299 Dover Court

Street Address

Oshawa, ON

City, Province

L1G 8G7

Postal Code

905 728 2133

Home Telephone

Office Telephone

jotavnik@hotmail.com

E-mail Address

### Facsimile

The Consignor hereby authorizes heffel.com on-line auction ("heffel.com"), the Auction House, (a division of Heffel Gallery Limited) to act as its Agent, to sell at public auction the Property listed on the attached schedule entitled Consignment Receipt (the "Property"), subject to the attached Terms and Conditions of Business.

### The Property

The Consignor represents and warrants that they have the right to consign the Property for sale and that they will transfer that right of possession to the purchaser, free of all liens, encumbrances, charges, requirements for consent, and any and all other restrictions or impediments to sale.

The Consignor warrants and represents to heffel.com that, with respect to the Property, the Consignor is:

Please initial one of the boxes below:

☐

the rightful owner(s) of the Property

☐

agent for the rightful owner

☐

executor, administrator, trustee, guardian, or a person acting in a representative manner with due authority.

The Consignor if married represents and warrants to heffel.com that the Consignor's spouse has consented to the sale of the Property, pursuant to any applicable law, necessary to ensure that the title to the Property shall transfer to the Purchaser free of any entitlement by such spouse, and that the Consignor is entitled to receive the proceeds of the Property sold.

The Consignor agrees not to bid on his/her Property, and hereby acknowledges that such activity is contrary to Section 71 of the Sale of Goods Act, R.S.B.C., and is a fraudulent act.

The Consignor hereby represents and warrants to heffel.com that the description of the Property as detailed on the Consignment Receipt is accurate.

The Consignor shall not withdraw or request to withdraw the Property prior to the sale. heffel.com reserves the sole right to remove the Property from the sale if, at heffel.com's sole discretion:

- there is concern regarding the authenticity of the Property;
- the Consignor has made a false or inaccurate warranty or representation; or
- the Consignor is in breach of this Agreement.

If the Consignor withdraws any Property in breach of this Agreement, or if heffel.com withdraws any Property under clause 2 or 3 of this paragraph, then the Consignor agrees with heffel.com that a fair pre-estimate of damages is owing and payable to heffel.com. The charge payable to heffel.com shall be an amount equal to twenty percent (20%) of the high pre-sale estimate or, if there is no high pre-sale estimate, the standard commission of heffel.com calculated at twenty percent (20%) over the reserve, plus incurred expenses, including applicable GST/HST and PST, and those expenses set out in this Agreement. heffel.com will, upon receipt of such payment, return the Property to the Consignor, at the Consignor's expense. Property under clause 1 will not be subject to the payment of the penalty, but the Consignor shall be responsible for the expense to return such Property.

The Consignor authorizes heffel.com to sell any Property remaining unsold at the auction sale by private sale at any price obtainable, provided that the private sale price is an amount not below the reserve price less commissions and incurred expenses due and owing to heffel.com. Our exclusive right to sell any unsold Property shall be valid for ninety (90) days from the auction sale close date.

If heffel.com receives a letter of intent from the Purchaser, prior to the settlement date, relinquishing their purchase, and in the sole discretion of the Auction House it is determined to be a reversal of sale, heffel.com shall credit the Purchaser with the purchase price, and will not remit the net sale proceeds to the Consignor. heffel.com shall return the Property to the Consignor, upon receipt of reimbursement of the Auction House's expenses incurred in connection to the reversal of sale, and payment by the Consignor of any outstanding fees due and owing to heffel.com.

If heffel.com receives a letter of intent from the Purchaser to return a purchase for refund after the Settlement Date, and heffel.com is in agreement with the Purchaser, then the Consignor shall pay heffel.com the amount of the credit to the Purchaser plus our agreed expenses and costs incurred as a result of the reversal of sale. Upon the return of the sale price to the Purchaser, heffel.com shall return the Property to the Consignor, at the Consignor's expense.

### The Auction

The Property shall be offered in our next suitable auction sale, provided that such determination will be at the sole discretion of heffel.com, and shall be subject to reasonable postponement or delay.

The Consignor agrees to pay heffel.com a Sales Commission Rate as follows: 10% of the successful Hammer Price for each lot sold at \$7,500 and over; 15% for lots sold for \$2,500 to \$7,499; and 25% for lots sold for less than \$2,500.

heffel.com will have authority to partition the Property into Lots.

range for each Lot.

The pre-sale estimate is not a representation of an anticipated selling price of any Property, and the estimate should not be relied upon by the Consignor as a forecast of actual selling price.

heffel.com reserves the right, at any time and at its sole discretion, to withdraw any Property from the sale.

The Consignor authorizes heffel.com to use the Consignor's name in the promotion of the Property for promotion of the sale, unless heffel.com is otherwise notified.

#### The Reserve

The "Reserve" is a confidential minimum price for the sale of the Property agreed to between the Consignor and heffel.com.

All Property will be offered subject to a Reserve as agreed in writing between heffel.com and the Consignor.

heffel.com has the right to sell any Lot below the Reserve provided that the Consignor's proceeds are equal to, or greater than, the Consignor's Reserve, less:

- 1) commission, based on the Reserve; and
- 2) expenses incurred by the Consignor and due to heffel.com.

heffel.com may bid up to the Reserve on behalf of the Consignor, by placing bids for a Lot in response to a Bidder. If the bidding stops below the Reserve, to protect the Consignor, heffel.com may buy in a Lot to a "House Bidding Number". Any Lot "Withdrawn Down" by the heffel.com to a House Bidding Number (referred to as a "Buy In") is a void sale.

#### Expenses

The Consignor agrees to and shall be responsible for all Expenses in addition to Commission and irrespective of the sale of the Property at auction:

##### 1. Insurance

The rate for "in transit" and "on premise" insurance will be \$15 per \$1,000 of the high estimate value of the Property.

##### 2. Photography, Cataloging & Internet Posting

The charge for digital photography, cataloging and internet posting is a flat fee of \$100 per piece of art work. heffel.com retains all rights in photographs and printing material and the right of reproduction of such photographs.

##### 3. Mutually Agreed Special Advertising

All advertising, marketing and promotion relating specifically to the Property and agreed to in advance by the Consignor and heffel.com.

##### 4. Restoration

To enhance the saleability of the art work, professional Restoration may be recommended to maximize the final sale price. Estimated price to be approved by the Consignor, prior to restoration work being commenced.

##### 5. Framing or Re-Framing

It may be in the best interest for the Consignor to consider the framing or re-framing of the art work to enhance its presentation and ultimate sale price. Estimated price is to be approved by the Consignor, prior to framing work being commenced.

##### 6. Packing, Shipping & Customs Brokerage

All packaging, shipping, customs brokerage fees and charges, and all other expenses associated with the transportation of the Property to heffel.com and, pursuant to the terms of this Agreement, all such expenses associated with the return of Property to the Consignor.

##### 7. Minimum Commission

A minimum commission of \$100 will be levied for each Lot consigned to the Auction House, sold or unsold.

be payable by the Consignor upon receipt of an invoice from heffel.com or deducted from the Consignor's sale proceeds.

#### Settlement

heffel.com will mail to the Consignor within 33 days of the date of the sale of the Property, a cheque in the amount of the sale price of the Property received by heffel.com, less heffel.com's commission and expenses and any other amounts owing to heffel.com by the Consignor.

#### Reproduction, Distribution and Moral Rights

The Consignor assigns to the Auction House the copyright, exhibition right and moral rights pertaining to the Property, as defined in the Copyright Act and any amendments to the Copyright Act.

#### Liability

In no event will heffel.com be liable for damage to or loss of the Property or damage caused by the resourcers, framers, photographers, shippers, transporters, or any independent contractors employed with the Consignor's consent, or for damage arising from changes in environmental conditions, or for adjacent conditions or latent defects of the Property.

#### Indemnity

The Consignor shall indemnify heffel.com completely, including reasonable legal fees, against all costs, claims, actions, damages or liabilities heffel.com may incur as a result of any breach by the Consignor of these warranties or representations made with respect to the Property or any terms of this Agreement as a result of any claim asserted by a purchaser or any other person arising from our activities resulting from this Agreement.

#### Terms and Conditions of Business / Consignment Receipt

The Consignor hereby agrees with heffel.com that the Consignment Receipt, attached to this Agreement, form part of and are incorporated into this Agreement, and the Consignor further agrees to be bound by the published terms of such Terms and Conditions of Business.

ADLP006-ED4003

Consignment Receipt Form Number

This Agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

In Witness Whereof this Agreement has been executed by the parties to

it, the 1 day of Aug, 2006

heffel.com on-line section,  
a division of heffel Gallery Limited,  
13 Hazelton Avenue, Toronto, ON, M5R 2M1,  
telephone: 416 961-6505, fax/telex: 416 961-4245  
e-mail: mail@heffel.com

per:   
Authorized Signatory / Director

I agree to all of the terms and conditions of this Agreement.

The Consignor

Please sign the duplicate copy of this Agreement and return it to heffel.com.

Version 07/2002  
heffel Gallery Limited

provided, Heffel Fine Art Auction House will insure the property on the Consignor's behalf and at the Consignor's expense. In no event will Heffel Fine Art Auction House be liable for damage to glass or picture frames.



INITIAL

**INSURANCE:** Please arrange insurance on the property under the Heffel Fine Art Auction House's Insurance Policy, at a value equal to the high pre-sale estimate of the property, to be determined prior to the auction sale. Insurance rates: \$15.00 per \$1,000.00 of value, as described herein. With regard to loss or damage, however caused, not covered by insurance, the Consignor hereby releases Heffel Fine Art Auction House, its employees, agents and contractors with respect to such damage.



INITIAL

**WAIVER:** The property shall be entirely at the risk of the Consignor with respect to loss or damage, however caused, and I release Heffel Fine Art Auction House, its employees, agents and contractors with respect to such damage. The Consignor acknowledges the release includes such loss or damage incurred by the negligence of Heffel Fine Art Auction House, its employees, agents or contractors.

Remarks: *(Special Arrangements, Shipping, Restoration, Framing, Illustrations, Advertising, etc.)*



Yes, I would like to have my payment sent by courier at an additional charge of \$30.00 to be deducted from my sale proceeds.

This Consignment Receipt constitutes the schedule to the Consignment Agreement and is subject to Heffel Fine Art Auction House's published Terms and Conditions of Auction.

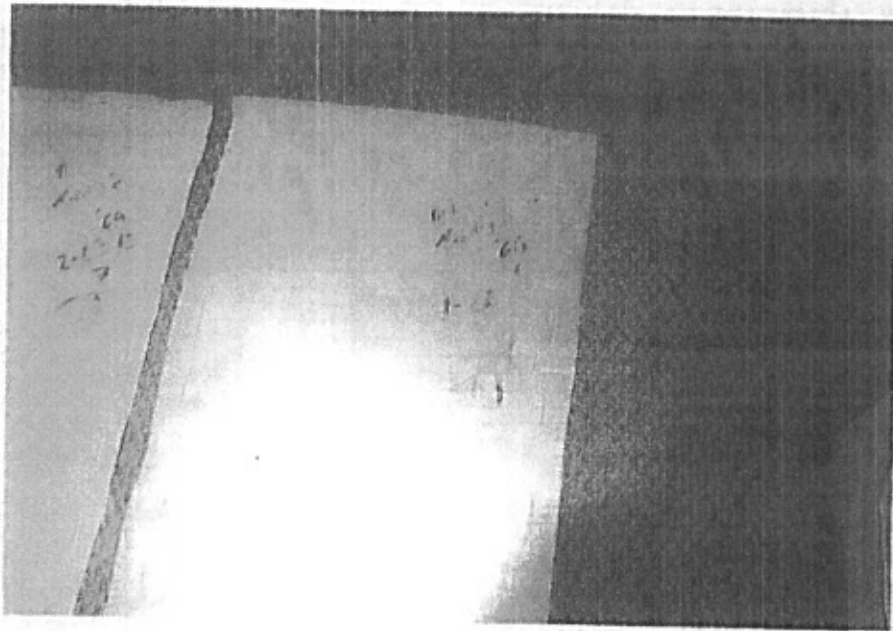
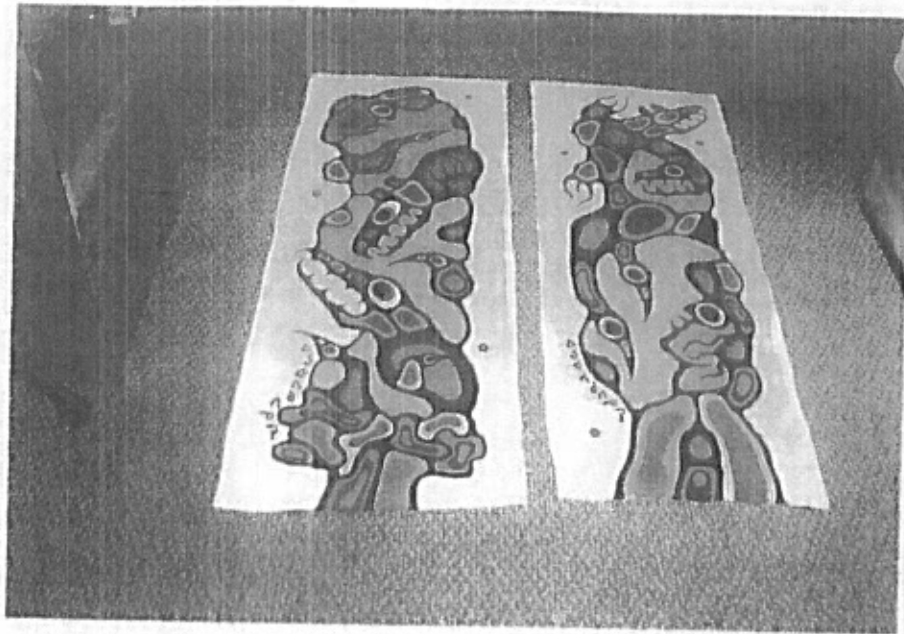
01/Aug/2006

Dated

Consignor's Signature

Heffel Fine Art Auction House

EXHIBIT #1



From:  
Sent:  
To:  
Subject:

Gabe & Michele Vadas (m&g.art@telus.net)  
September 12, 2006 1:02 PM  
Judy Scolnik  
Norval Morrisseau

Dear Judith,

We hope this email finds you doing well.

Norval Morrisseau and Gabe Vadas here.

As you may or may not know there is a problem with fake Morrisseau's on the market. There are hundreds if not thousands of these things out there. These paintings generally are dated as being from the 1970's, the style is distinct. A website that carries a lot of these fake paintings is [www.woodlandartgallery.com](http://www.woodlandartgallery.com). 99.9% of the paintings on this website are fake. Notice the style in these paintings. The faces are squashed, the colors are muddy, the birds are blobs with big huge eyes, and the majority of figures have squashed turbans on their heads. If you have a copy of the National Gallery catalogue please review page 136, note the transformation piece "Man Changing into Thunder Bird" dated 1977. This is more representative of my style of art in the 70's. Notice the birds, how much more varied and animated they are, notice the color, its brighter and the image has balance.

We have reviewed the Morrisseau art you have up for auction, unfortunately some of the Morrisseau's you have are not authentic. We would like to help clarify which we feel are not Morrisseau's and would sincerely encourage you to not auction these pieces off.

The Fakes are: #027, #030, #032, #033, #034, #035.

I hope this is helpful. If you have any questions or concerns please feel free to contact us at any time.

Kind Regards,

Gabe Vadas & Norval Morrisseau

Examination  
Consultants Inc.

EXHIBIT #4

# Forensic Report



### Conclusions

1. Based on the materials provided, I have been unable to determine whether or not the writer of the specimen material wrote the questioned signature and accompanying hand printing on 002-a.
2. In my opinion there is strong support for the view that the author of the specimen material wrote the questioned signature on 002-b. An opinion cannot be rendered with regard to the accompanying hand printed detail due to a lack of comparable letters and numerals.

### Comments

1. Efforts were made, using infrared excitation and graphics software applications, to enhance the faint structures within the two questioned signatures. Little improvement was achieved using these techniques.

### Disposition of Documents

1. All documents are being returned in person.

Prepared by:


  
Brian Lindblom, B.A., F55ocDip  
Forensic Document Examiner

Photo 1

Signature area on the reverse side of the painting 002 - canvas

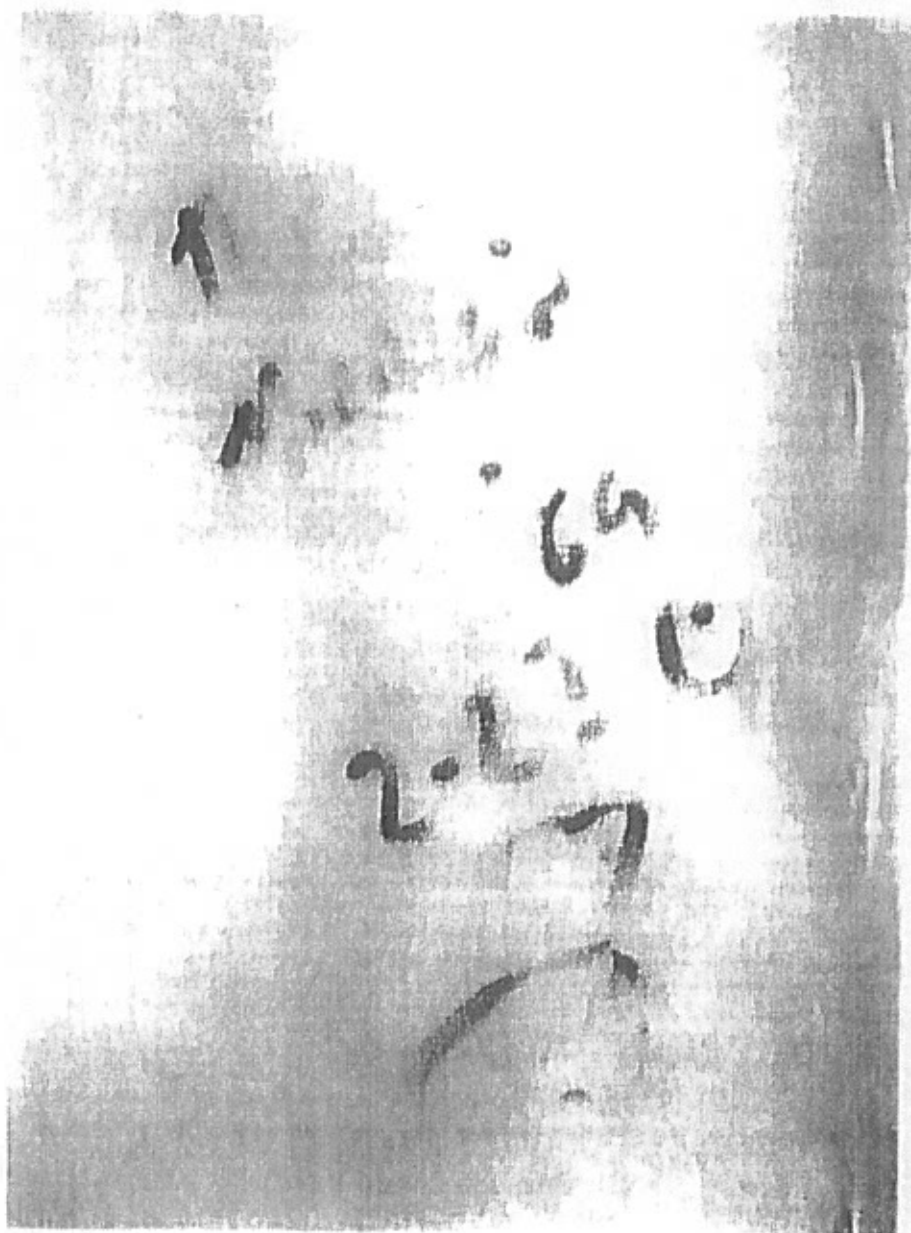


Photo 2

Portions of the 002-a painting

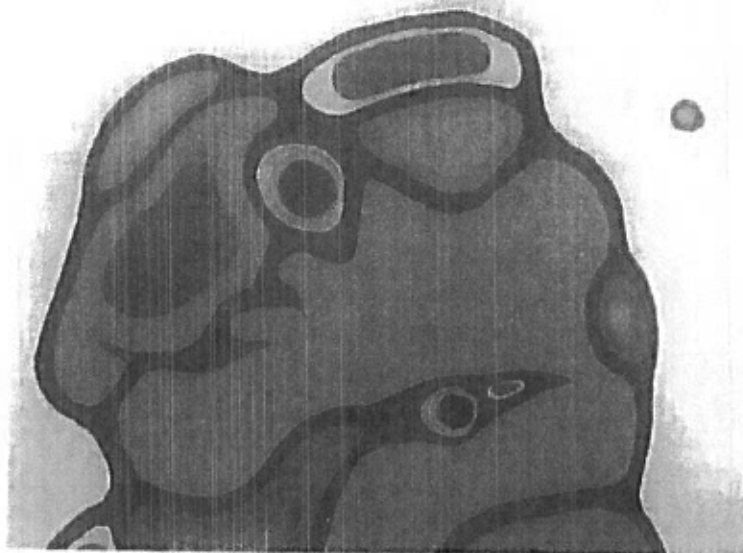


Photo 3

Signature area on the reverse side of the painting 002-b canvas

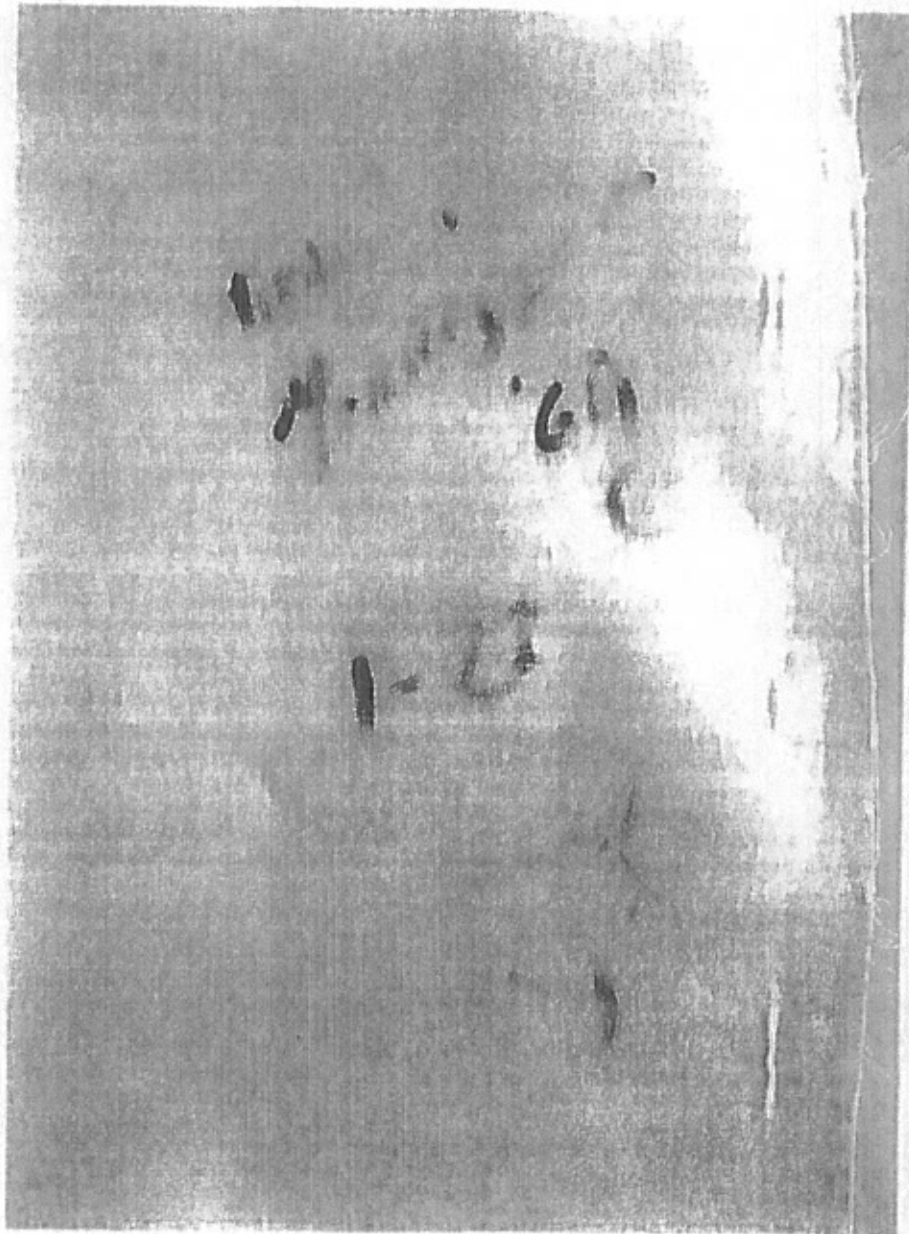
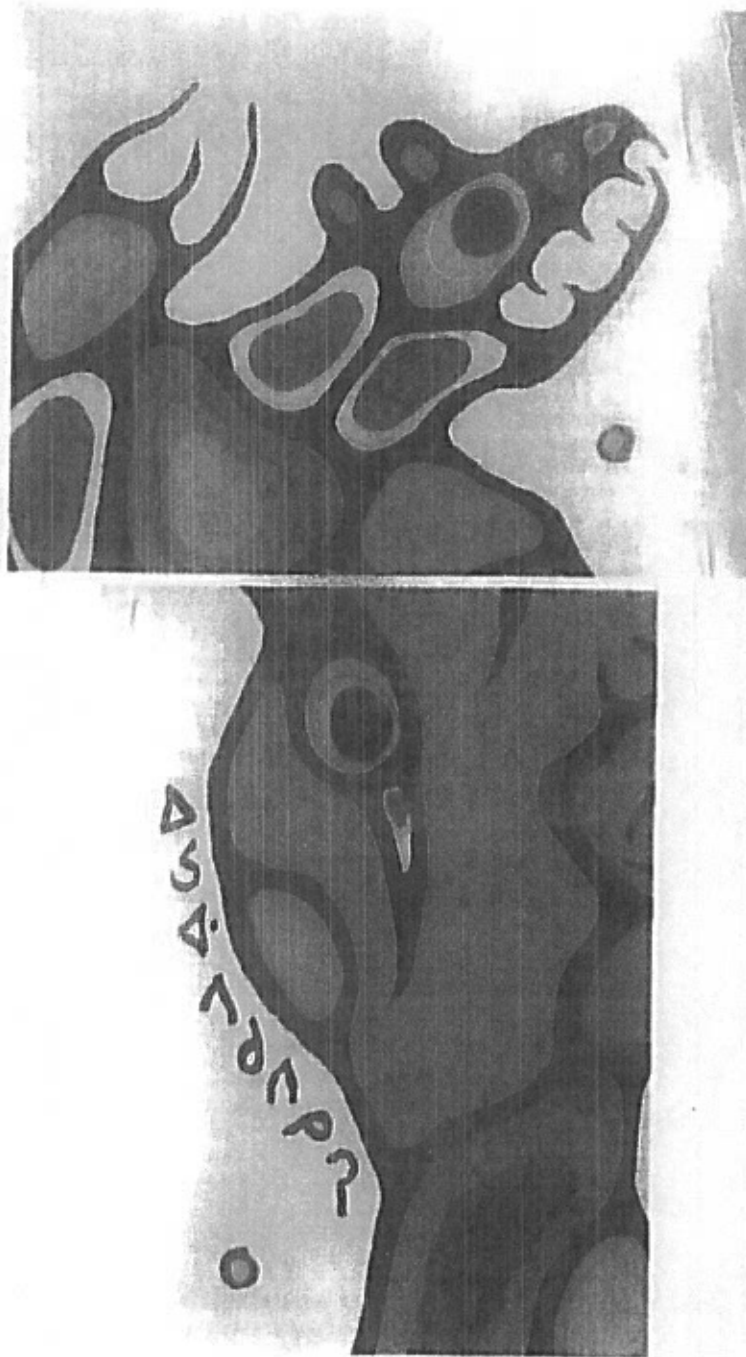


Photo 4

Portions of the 002 E printing





Forensic Document Examiner

DOCUMENT EXAMINATION CONSULTANTS INC.  
(613) 722-7058 - Ottawa (416) 927-1453 - Toronto

**ACADEMIC BACKGROUND** - University of Manitoba, B.A., 1979

**EMPLOYMENT** - Document Examination Consultants Inc: November 1987 to the present.  
- Royal Canadian Mounted Police Central Forensic Laboratory (Ottawa): June 1980 to November 1987.

**FORENSIC TRAINING** - Understudy Program in Document Examination at the R.C.M.P. Central Forensic Laboratory commenced in June 1980 and completed in December 1981. This program included modules on such subjects as: methods and systems of handwriting, principles and philosophy of handwriting comparisons, characteristics of traced, simulated and disguised writing, mechanical and electronic office machine examinations and comparisons, restoration and decipherment of indented impressions and damaged documents, examinations of altered, eradicated and indented writing, ink and paper analysis, physical matching techniques.

Understudy Program in Graphic Arts was completed at the R.C.M.P. Central Forensic Laboratory in 1985. This program of study included modules on such subjects as: paper manufacture, photography, printing processes, production and issuance of genuine security documents, methods of producing counterfeits, principles and methodology employed in examining counterfeits.

Each program included reading assignments, study tours, essays, practical exercises, oral presentations and written examinations. Practical training included the completion of more than ninety cases, all of which were reviewed by senior examiners.

A Diploma in Forensic Document Examination (FSSocDip) was awarded by the Forensic Science Society of England in September 1986.

Certification as a Forensic Document Examiner was awarded in October 1990 by the American Board of Forensic Document Examiners (ABFDE) after completion of Board examinations. Elected to the Board of Directors in July 1995, serving until 1998. Member of testing committee for certification until July 1998. Re-elected to the Board of Directors in December 2003. Served on the continuing education and testing committees until August 2005. The ABFDE is the only certifying body in North America that is sponsored by the Canadian Society of Forensic Science, American Society of Questioned Document Examiners, South-Western Association of Forensic Document Examiners, and the South-Eastern Association of Forensic Document Examiners. It is also recognized by the American Academy of Forensic Sciences, the International Association for Identification and the Mid-Atlantic Association of Forensic Sciences.

**CONTINUING EDUCATION** - Have attended workshops and seminars on a variety of forensic subjects including: paper analysis, complex signature cases, facsimile machines, advanced infrared examinations, digital image enhancement, physiology of writing, providing expert testimony and technical writing. These sessions were sponsored either by the Canadian Society of Forensic Science, The American Society of Questioned Document Examiners or The American Board of Forensic Document Examiners.



#### PROFESSIONAL MEMBERSHIP

- Canadian Society of Forensic Science (1983 - present)
- American Society of Questioned Document Examiners (1983 - present). Advancement to Full Membership achieved in 1989, following completion of examinations. Member of Evaluation and Examinations Committee, September 1995 - December 1996; Journal Committee, January 1995 - August 1997
- The American Academy of Forensic Sciences (1996 - present).

#### EXPERIENCE

Several thousand documents have been examined respecting questioned handwriting, typewriting, inks, paper, photocopy manipulation, facsimile copies, computer-generated documents, stamp impressions, alterations, counterfeit and altered negotiable instruments and travel documents. The cases were completed for clients in Canada, U.S.A., England, Australia, Namibia, Hong Kong and the Caribbean.

Casework has been completed for: law firms, accounting firms, unions, insurance companies, municipal governments, banks, private and Crown corporations, police departments, school boards, as well as regulatory bodies including: The Professional Association of Engineers of Ontario, The Law Society of Upper Canada, The College of Physicians and Surgeons of Ontario, The Law Society of Manitoba, The College of Physicians and Surgeons of Manitoba, The College of Nurses of Ontario, The College of Physicians and Surgeons of Saskatchewan.

Expert evidence has been given at civil and criminal trials, employment arbitration's, immigration hearings, and before licensing boards. Testimony has been presented in British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Quebec, New Brunswick and in the state of Illinois.

#### CONSULTING SERVICES

While employed at the Central Forensic Laboratory, provided assistance with, and recommendations for, the development of security features in Canadian negotiable documents and passports. As a private examiner have designed and evaluated negotiable instruments, driver's licenses and immigration documents for Crown and private corporations.

#### TEACHING

Training programs were developed for the examination of travel documents. Trainees' assignments and casework were monitored. Programs for the screening of suspect documents were designed and presented to police officers, immigration inspectors, visa officers and customs officials in Canada and the U.S.A.. Lectures have been given in the forensic science courses at the University of Ottawa Law School and at the University of Toronto. Workshops and lectures have been provided to the American Society of Industrial Security, the Canadian Institute, the Council of Private Investigators of Ontario, Federated Press programs on workplace investigations, and the American Board of Forensic Document Examiners.

#### PUBLICATIONS AND PRESENTATIONS

- Fax Font Project IV TTI Database - 2006 Update  
ASQDE Conference (Portland) August 2006

- *Scientific Examination of Questioned Documents*, 2<sup>nd</sup> Edition  
Co-Editor and a Principal Author, CRC Press 2006
- *The Examination of Facsimile Reproductions* (workshop)  
ABFDE Conference (Las Vegas) October 2004
- *Multi-faceted Examinations* (workshop)  
ABFDE Conference (Las Vegas) October 2004
- *Examination of Photocopied Signatures: Distinguishing Between Line Quality and Ink Line Morphology* (workshop)  
SAFDE Conference (Atlanta) April 2004
- *Graphics Software as an Aid to Establishing Stroke Order in Complex Signatures*  
ASQDE Conference (Memphis) August 2004  
SAFDE Conference (Atlanta) April 2004
- *Photocopied Handwriting and Signatures* (Panel Discussion) – Moderator/Presenter  
AAFS Conference (Chicago) February 2003
- *The Document Examiner's Role in Deciphering Handwriting of a Severely Impaired Writer*  
AAFS Conference (Chicago) February 2003  
MAFS Conference (Milwaukee) September 2002
- *Practical Problems in the Relative Dating of Inks*  
ASQDE Conference (San Diego) August 2002  
MAFS Conference (Minneapolis) September 2001
- *A Case Study Illustrating Detection of Digital Manipulation*  
ASQDE Conference (Ottawa) August 2000
- *Tracking of Sourced Impressions*  
ASQDE Conference (Ottawa) August 2000
- *Enlargement and Reduction Characteristics of Facsimile Transmission Copies*  
ASQDE/IAFS Conference (Los Angeles) August 1999  
*Journal of the American Society of Questioned Document Examiners*, June 2003, Vol. 6, No. 1.
- *Write-On 1.0 Using Picasso Software to Aid in the Comparison of Handwriting*  
ASQDE/IAFS Conference (Los Angeles) August 1999
- *The Litigator's Guide to Expert Witnesses*  
Document Examination Chapter, Canada Law Book Inc, 1997
- *An Evaluation of Line Quality in Photocopied Signatures*  
ASQDE 54<sup>th</sup> Annual Conference (Washington, DC) August 1996  
*Science and Justice, Journal of the Forensic Science Society*, 1998
- *A Collection of Fax Fonts, Part II*  
ASQDE 53<sup>rd</sup> Annual Conference (Chicago, IL) September 1995
- *The Role of Forensic Document Examination Where Issues of Authenticity Arise in Estate Matters*  
*Factual Disputes in Estate Matters*, The Canadian Institute, March 1994, Section 2
- *Facsimile Header (TH) Examinations*  
ASQDE 52<sup>nd</sup> Annual Conference (Long Beach, CA) August 1994

- *Application of Forensic Document Examination in Estate and Trust Disputes*  
Estates and Trusts Journal, September 1994, Vol. 14, No. 1.  
Reproduced in Will Power, CCH Canada, 1995
- *Forensic Evidence in Canada*  
Document Examination Chapter, Canada Law Book Inc, 1991
- *The Examiner as Forensic Consultant and Expert Witness - Professional and Ethical Considerations*  
ASQDE 49<sup>th</sup> Annual Conference (Lake Buena Vista, FL) August 1991  
Canadian Society of Forensic Science, Annual Conference (Montreal, Quebec) September 1991
- *An Unusual Tracing Method*  
Canadian Society of Forensic Science Annual Conference, 1990  
ASQDE 47<sup>th</sup> Annual Conference (Washington, DC) August 1989
- *Fraud Prevention Measures*  
Canadian Security, Feb/Mar 1990
- *The Forensic Examination of Last Wills and Testaments*  
Estates and Trusts Journal, August 1989, Vol. 9, No. 3.
- *Current Trends in the Alteration and Counterfeiting of Travel Documents*  
Canadian Society of Forensic Science and IAFS 11<sup>th</sup> Triennial Conference (Vancouver, BC) 1987
- *The Alteration of Laminated Canadian Citizenship Cards*  
ASQDE 43<sup>rd</sup> and Canadian Society of Forensic Science Joint Annual Conference (Montreal, Quebec) 1985
- *Stripper Plate Markings - An Individual Characteristic in Chequewriter Impression Examinations*  
Canadian Society of Forensic Science Journal, 1984, Vol. 17, No. 3.  
International Association of Forensic Science, Conference (Oxford, England) 1984
- *Printing Characteristics of the Perm-a-Rite Mark II Label Tape Marker*  
Canadian Society of Forensic Science Journal, 1984, Vol. 17, No. 4.  
International Association of Forensic Science, Conference (Oxford, England) 1984. (Poster Presentation)
- *Identifying Characteristics in the Handwriting of the Visually Impaired*  
Canadian Society of Forensic Science Journal, 1983, Vol. 16, No. 4.  
ASQDE 41<sup>st</sup> Annual Conference (Lake Tahoe, Nevada) 1983.

STATUTORY DECLARATION

I, Alfred David Morriseau, of Toronto, Ontario, Canada  
MAKE OATH AND SAY THAT

I have studied the two paintings (given title Spirits),  
approximately 18" x 54", as seen in the attached copy  
form, owned by Joseph Stavnik of Oshawa, and can attest to  
the best of my ability, that the paintings illustrated are  
the work of my father Norval Morriseau.

I make this solemn declaration conscientiously believing  
it to be true and knowing that it is of the same force  
and effect as if made under oath and by virtue of the  
Canada Evidence Act.

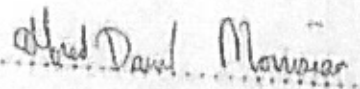
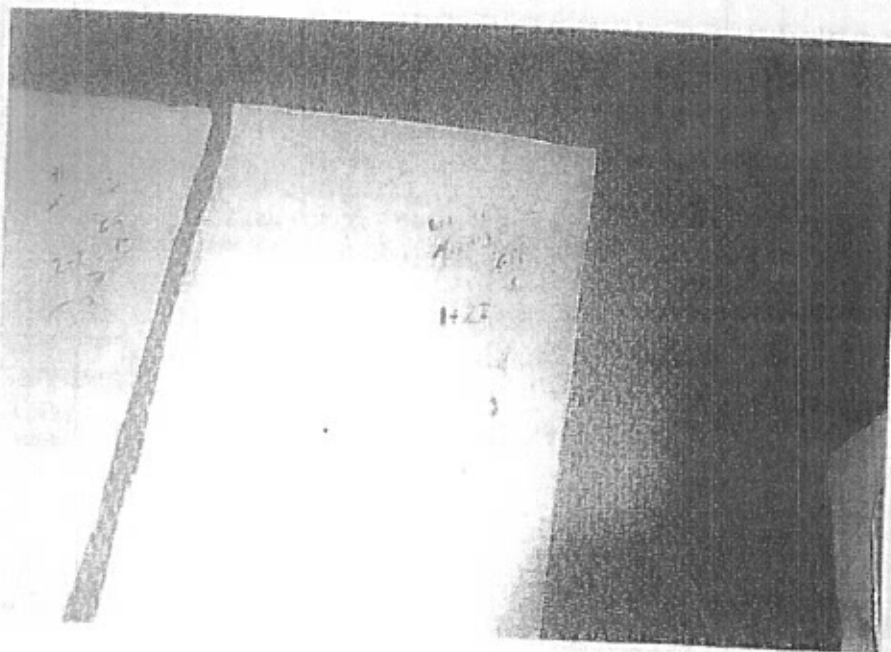
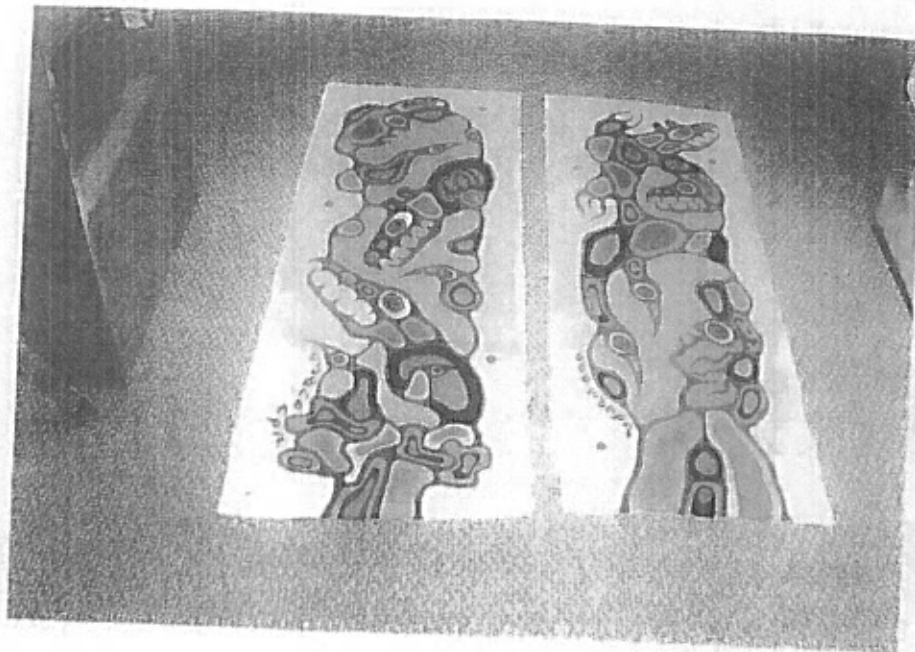
  
.....  
Alfred David Morriseau



EXHIBIT #6







Maslak-McLeod Gallery

March 20, 2007

TO WHOM IT MAY CONCERN

After forty years dealing with the art of Norval Morrisseau, Ojibwa artist, and carefully viewing the two panel painting (given title: Spirits) owned by Joseph Otavnik, Tshawa, Ontario, I can attest that in my opinion as a member of ADAC and a professional gallery curator, that the works are painted by the artist, Norval Morrisseau,

Maslak McLeod Gallery  
ADAC

*JmcLeod*

118 Scollard Street, Toronto, Ontario Canada, M5R 1G2 (416) 944-2577  
[www.maslakmcleod.com](http://www.maslakmcleod.com)



2/18/07 #7



http://65.25.114.16:8080/getimg.php?CHRISTIAN...TRIAL...&os=344875...47...

## STATUTORY DECLARATION

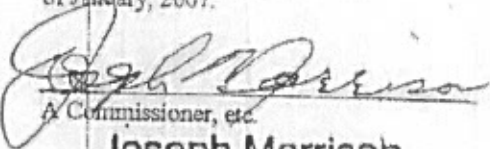
I, **CHRISTIAN ABLE MORRISSEAU**, of Keewaywin First Nation, in the District of Kenora,  
Province of Ontario

### MAKE OATH AND SAY THAT

1. I have studied carefully the catalogue *Norval Morrisseau*, pages 3-62, produced in 2006 by The Maslak McLeod Gallery, of Toronto, Ontario, Canada, and can attest, to the best of my ability, that the paintings illustrated in the catalogue are the work of my father Norval Morrisseau.
2. This declaration will establish my willingness to work with my blood siblings (brothers and sisters), the children of Norval Morrisseau, to establish and control a foundation called "*The Morrisseau Family Foundation*", which will establish the rights of the blood children of Norval Morrisseau, his art, and artistic legacy.

I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

SWORN before me at the City of  
Kenora, in the District of Kenora,  
Province of Ontario, this 15<sup>th</sup> day  
of January, 2007.

  
A Commissioner, etc.

**Joseph Morrison**  
**Justice of The Peace**

  
Christian Able Morrisseau

## STATUTORY DECLARATION

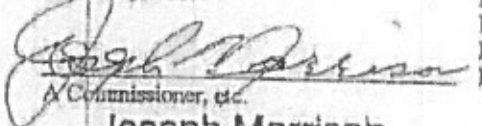
I, CHRISTIAN ABLE MORRISSEAU, of Keewaswin First Nation, in the District of Kenora,  
Province of Ontario

### MAKE OATH AND SAY THAT

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SWORN before me at the City of  
Kenora, in the District of Kenora,  
Province of Ontario, this 15<sup>th</sup> day  
of January, 2007.

  
A Commissioner, etc.

Joseph Morrison  
Justice of The Peace

  
Christian Able Morrisseau