



**A LEGACY THROUGH ART:
THE HUDSON'S BAY
COMPANY COLLECTION**

HEFFEL CELEBRATES 30 YEARS OF AUCTIONS

SALE WEDNESDAY, NOVEMBER 19, 2025 · 3 PM ET

FINE
ART
AUCTION
HOUSE

Heffel









A LEGACY THROUGH ART: THE HUDSON'S BAY COMPANY COLLECTION

AUCTION

Wednesday, November 19, 2025

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

2:30 PM ET

A Legacy Through Art:

The Hudson's Bay Company Collection

3 PM ET

The Lillian Mayland McKimm Collection

5 PM ET

Canadian, Impressionist & Modern Art **followed by*

Post-War & Contemporary Art

7 PM ET

PREVIEWS

Heffel Gallery, Toronto

13 Hazelton Avenue

Together with our Yorkville exhibition galleries

Tuesday, November 11 through

Tuesday, November 18, 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

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via main reception

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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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CATALOGUE SUBSCRIPTIONS

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.

CATALOGUE PRODUCTION

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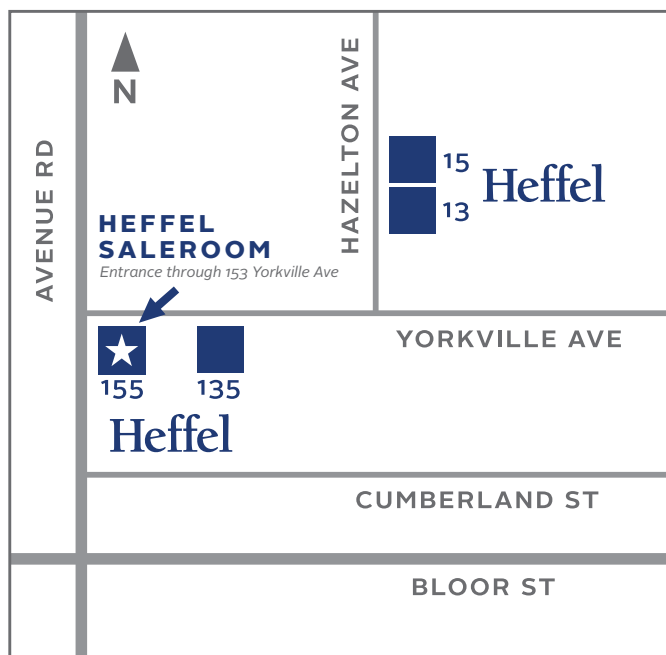
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NOTICE FOR COLLECTORS



Live Stream

Please note that we produce a live stream of our sale beginning with a video presentation at 2:30 PM ET and the auction commencing at 3 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.

Auction Location

HEFFEL TORONTO

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

Reserved Seating and Attendance

This auction is by pre-arranged reserved seating only. To register for in-person bidding or general attendance, please contact bids@heffel.com. Please note that all reserved seating requests must be received by Heffel at least two (2) business days prior to the commencement of the sale.

Admission is based on approved registration and verification by Heffel. Registered bidders will have priority for seating. General admission is limited and cannot be guaranteed. Please note that Heffel may, at its discretion, restrict entry for event security and safety.

Auction Notice

The Buyer and the Consignor are hereby advised to read fully the *Priority Special Terms & Conditions of Business, 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 page 6 and pages 76 through 84 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.

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 0.75 US dollar, 0.64 euro, 0.55 British pound, 0.55 Swiss franc, 110 Japanese yen or 5.8 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.

Buying at Auction

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, 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. A two percent (2.00%) Convenience Fee will apply to all Credit Card payments. 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
\$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.

A LEGACY THROUGH ART: THE HUDSON'S BAY COMPANY COLLECTION

PRIORITY SPECIAL TERMS & CONDITIONS OF BUSINESS

A. SALE NOTICE

On April 24, 2025, the Ontario Superior Court of Justice granted an Amended and Restated SISP Approval Order, Court File No. CV-25-00738613 ("Court Order") that approved the engagement of Heffel Gallery Limited as Auctioneer ("Auction House") to conduct the auction sale. In accordance with an order issued by the Court on September 25, 2025, the auction sale is scheduled to take place on November 19, 2025, or such other date as determined by the Auction House and the Consignor, in consultation with Alvarez & Marsal Canada Inc. in its capacity as monitor of the Applicants (in such capacity, the "Monitor"). The following are the *Priority Special Terms & Conditions of Business* which are in addition to the Auction House standard *Terms and Conditions of Business*, as published by the Auction House.

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 plus applicable Sales Tax.

Please note that *A Legacy Through Art: The Hudson's Bay Company Collection* auction sale is subject to the *Priority Special Terms & Conditions of Business*. Prior to bidding, bidders are advised to review these terms in full. Auction registration is available in person at our offices and online at [Heffel.com](https://heffel.com).

B. PRIORITY SPECIAL TERMS & CONDITIONS OF BUSINESS

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. The following *Priority Special Terms & Conditions of Business* are in addition to, and will take precedence over, the Auction House standard *Terms and Conditions of Business*, *Code of Business Conduct*, *Ethics and Practices* and *Privacy Statement*.

This agreement shall be governed by and construed in accordance with Ontario Law and the laws of Canada, applicable therein. Any dispute, controversy or claim arising out of, relating to, or in connection with this Agreement, or the breach, termination, or validity thereof ("Dispute"), shall be submitted to the Ontario Superior Court of Justice, Commercial List.

1. a) "As Is, Where Is":
The Property will be sold on an "as is, where is" basis as per the Court Order. The Auction House provides no warranties with respect to the state of the Property. The Buyer accepts the Property in its actual physical condition and at the location specified.

- b) "Free of Any and All Claims and Interests":¹
Pursuant to the Court Order, the sale of the Property and all of the rights, title and interests in and to the Property will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests thereon and there against (collectively, the "Claims and Interests").
- c) Notwithstanding any other terms in this Agreement, the only indemnity obligations of each party are the following: Each party shall indemnify the other party completely, including reasonable legal fees, against all costs, Expenses, claims, actions, damages, awards, settlements or liabilities such party may incur as a result of (a) any breach by such party of their obligations, warranties or representations made with respect to the Property or any terms of this Agreement; or (b) the gross negligence, fraud or misconduct by such party or such party's employees or agents.

2. Export Control

Without limitation, the Buyer acknowledges that the Property may be of Canadian cultural importance as sold by the Auction House and will be subject to the provisions of the *Cultural Property Export and Import Act* (RSC, 1985, c C-51) ("the Act") and its two regulations, the *Canadian Cultural Property Export Control List* ("the Control List") and the *Cultural Property Export Regulations*, and that compliance with the provisions of the Act is the lawful responsibility of the Buyer. Failure by the Buyer to obtain any necessary Export Permit shall not affect the finality of the sale of the Property or the obligations of the Buyer.

3. Preview of the Property

The Property can be viewed online at [Heffel.com](https://heffel.com) including detailed cataloguing and digital images. Please consult [Heffel.com](https://heffel.com) for published in-person auction preview times and location.

4. Payment Contact

Meredith Longridge
meredith@heffel.com
604-732-6505 ext. 134

5. Payment of Proceeds of Sale

- a) The Auction House shall pay the Proceeds of Sale to the Court-appointed Monitor twenty-one (21) days after

1. As approved by the Ontario Superior Court of Justice on September 25, 2025.

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.

6. Non-payment of Debt

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, with the consent of the Consignor and the Court-appointed Monitor, may in its absolute discretion be entitled to one or more of the remedies listed in the standard *Terms and Conditions of Business*.

7. Post-sale Logistics and Transport

Gordon Butler
gordon@heffel.com
416-961-6505 ext. 337

If you have further questions regarding this specialty auction, please contact:

Rebecca Rykiss
rebecca@heffel.com
416-961-6505 ext. 323





SALE WEDNESDAY, NOVEMBER 19, 2025 · 3 PM ET

**A LEGACY
THROUGH ART:
THE HUDSON'S
BAY COMPANY
COLLECTION
CATALOGUE**



1 Walter Joseph (W.J.) Phillips

ASA CPE CSPWC RCA 1884 – 1963

Tracking on the Athabasca

oil on canvas, signed and on verso titled on the
Hudson's Bay Company Collection label, 1934
24 ¼ x 21 in, 61.6 x 53.3 cm

PROVENANCE

Collection of the Hudson's Bay Company, Canada

LITERATURE

Arthur Robertson, "Journey to the Far North, Summer 1887,"
The Beaver, Spring 1985, reproduced page 17

BY THE MIDDLE of the nineteenth century, Athabasca Landing was important to the Hudson's Bay Company's northwestern trade networks, serving as an effective route to supply the trading posts located closer to the Pacific and Arctic Oceans. Whereas York boats suited the large lakes and rivers farther east, here scows—long, flat-bottomed river boats—were the primary means of hauling cargo up and down the shallow, swift waterways. Built and crewed by First Nations and Métis workmen, the scows were up to forty feet in length and were typically steered by twenty-foot oars and a long sweep tiller. Often, when the white-water was too violent or if the journey was headed upstream, "tracking" would be required. Teams of men would be roped together and, tied to the boat, would arduously guide the scow through the occasional rocky, violent rapids, walking the muddy banks and wading the shallows of the Athabasca River. Here, W.J. Phillips demonstrates the sheer difficulty of the process: bent over double and trudging along the banks, the crew guide their cargo around the treacherous river rapids.

ESTIMATE: \$15,000 – 25,000

THE HUDSON'S BAY COMPANY CALENDAR PAINTINGS | LOTS 2 – 18



2

BETWEEN 1913 AND 1970, the Hudson's Bay Company produced and distributed an annual calendar, commissioning popular artists to produce images drawn from the Company's then nearly 300-year history. The calendars were distributed for

free across the country at the HBC department stores, administrative offices and trading posts, and they quickly became fixtures of Canadian visual culture. For many Canadians, especially those in remote or Northern communities, these images were an early

introduction to a visual understanding of Canadian art—helping to define what Canada “looked like”—at a time when the country’s sense of national identity was still being formed.

More than a patriotic enterprise, the calendars were produced as a commercial public relations exercise. Established in 1670, the HBC by the twentieth century was a modern, diversified business, less interested in trading furs or claiming land than expanding retail operations. Along with other corporate publications like *The Beaver* magazine, the calendars served to advance the PR goals of the Company and market its corporate mythology. In particular, the aim of these images was to market and mediate the Company’s unique relationship to the past, underscore its immense importance in establishing Canada as a nation, and establish its continued centrality in a Canadian identity. To this end, the images present a heightened and dramatic vision of history. Fur traders, boats, trading posts and the natural landscapes that contained them are the primary focus, but so too are the individual figures and authorities—guides, explorers, labourers, administrators—that worked to expand and manage the Company’s extensive trade networks across the continent.

The artists that the HBC chose to represent its history were among some of Canada’s most celebrated of their day. Here, works by Walter J. Phillips, Charles Comfort, Franklin Arbuckle, Adam Sherriff Scott, Lorne Bouchard and Group of Seven member Frank Hans Johnston are represented (future Group member L.L. Fitzgerald would produce a painting for the 1926 edition, not included in this selection). These artists’ interpretations brought drama and vitality to the historical moments depicted, often straddling the line between fine art and commercial illustration. Many called on their skills as landscape painters to produce sweeping, grandiose backgrounds, while the graphic potentials of mass reproduction encouraged the use of bold, vivid colours.

The Company was diligent in directing the scenes: its goal was to depict specific, historically located events, and to strive for an accurate (if romanticized) representation of moments and figures drawn from the HBC’s long history. This requirement was not much of a limitation for the artists represented here, all of whom had extensive careers as commercial illustrators before and alongside their personal artistic practice. The HBC was also willing to dig into its own visual and material archives to furnish the painters with models and photos of the boats, costumes, and buildings it wanted depicted (see, for example, *The Spring Fur Brigade Leaves Lachine*, lot 14). The Company even went so far as to provide information about the weather of a particular event (note the puddles from recent rains in *Governor George Simpson Welcomed by James Douglas, Fort St. James, B.C., 17th September 1828*, lot 6). The skill of these artists in depicting the look and feel of Canada between the seventeenth and nineteenth centuries is evident in these vibrant scenes, which also provide compelling examples of figurative and architectural work from artists we might be more familiar with as landscapists.

It is worth remembering that the calendars were an exercise in corporate storytelling, realizing a product that would anchor the HBC in its history while also reappraising it as a forward-thinking,



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modern retailer—as much a part of Canada's present and future as its past. This does result in some exaggerations of history. In these paintings, the officers and administrators of the HBC are noble and sober, the trappers are hard-browed and burly, the explorers are intrepid, energetic and proud visionaries. By comparison, Inuit, Métis, First Nations and female figures are rarely afforded the same centrality, which belies their historic and crucial contributions to establishing and maintaining the HBC's trade networks.

At the same time, the calendar paintings were fertile ground to demonstrate an evolving understanding of the Company's values, as seen in several of the works in this sale. Franklin Arbuckle's *Ambassadors of Peace* (lot 9) dramatizes Thanadelthur, a young Dënesųłine (Chipekewyan) woman, negotiating a peace between her people and the rival Cree. Frank Hans Johnston's *Discovery of the Coppermine River by Samuel Hearne* (lot 12), despite its disobliging title, literally places Hearne and his guide, the Dënesųłine trader Matonabbee, on equal ground. Métis figures also feature here, though less distinctly, as the traders and boat-builders in W.J. Phillips's *Hudson's Bay Company York Boats at Norway House* (lot 2) or in the depiction of what would become important Métis communities, such as Waskahikanihk, shown in Franklin Arbuckle's painting *Hearne Builds Cumberland House, 1774–1775* (lot 7).

In both issues of representation, as well as broader understandings of how the Company viewed its role in colonial history, the paintings should be received as products of their time, full of the complexities and ambiguities that arise from combining artistry, history and enterprise. The HBC calendars were commissioned as a PR campaign for the Canadian consumer, a way of advancing a positive corporate identity that confronted the popular understanding of the Company's history while simultaneously using this historical grounding to signpost a modern business. What is most immediately apparent remains the quality of the artworks themselves: the romance of their landscapes, the drama of their compositions and their heightened reality, reflecting a story of Canada that was still being painted in the public imagination.

This auction presents a valuable opportunity to acquire works from this significant and fascinating project. Many of the original calendar paintings were held in corporate or institutional collections, with relatively few entering private hands. Many of the images also had a long afterlife after their initial publication, being reproduced as prints, covers for governmental pamphlets and magazine illustrations, to say nothing of the active collectors' market for the calendars themselves. The paintings represented here remained a part of the Hudson's Bay Company collection and are drawn from across the years where the calendars held their widest appeal. Maintained in very good condition, their rarity and documentary value cannot be overstated.

Today, the HBC calendar paintings represent an immensely valuable historical record. They can be appreciated both as products of their time and as starting points for broader conversations about representation, reconciliation, mythologies, and the role of patronage in the shaping of public memory.



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10



2 Walter Joseph (W.J.) Phillips

ASA CPE CSPWC RCA 1884 – 1963

Hudson's Bay Company York Boats at Norway House

watercolour on paper, signed and dated 1928
and on verso titled on the Hudson's Bay Company
Collection label

19 ½ x 18 ½ in, 49.5 x 47 cm

PROVENANCE

Collection of the Hudson's Bay Company, Canada

LITERATURE

The Beaver, December 1929, reproduced front cover

Hudson's Bay Company, Company Calendar, 1930,
reproduced

Peter C. Newman, *Empire of the Bay: An Illustrated*

History of the Hudson's Bay Company, 1989,

reproduced page 151

Andrea M. Paci, "Picture This: Hudson's Bay Company

Calendar Images and Their Documentary Legacy,

1913 – 1970," master's thesis, University of Manitoba /

University of Winnipeg, 2000, listed page 123 and

reproduced page 131

EXHIBITED

Art Gallery of Alberta, Edmonton, *Walter J. Phillips:*

"*Water & Woods*," February 12 – June 5, 2011

THE YORK BOAT was a vessel used by the Hudson's Bay Company to carry cargo through the inland lakes and waterways of Rupert's Land, trading the lightness of a birchbark canoe for the size and durability of a full-sized wooden hull. Named after the HBC's headquarters of York Factory on Hudson Bay and typically piloted by Métis boatmen, the York boat was fast and efficient, propelling up to six tonnes of cargo by either oars or, on open water, a square sail that doubled as a tent at camp. By the 1920s, in the face of steamships and rail lines, the boats fell out of favour, though the Norway House Cree Nation still holds boat races at the Treaty and York Boat Days festival every August. Walter J. Phillips here renders the boats in brilliant colours as they ripple through the glassy lake. He would return to the subject in a dramatic form a few years later with his stormy *York Boat on Lake Winnipeg* (1931), one of the artist's most celebrated woodcut prints.

ESTIMATE: \$15,000 – 25,000



3 Adam Sherriff Scott

RCA 1887 – 1980

Chief Trader Archibald McDonald Descending the Fraser, 1828

oil on canvas, signed and on verso titled on the
Hudson's Bay Company Collection label, circa 1942
32 x 26 in, 81.3 x 66 cm

PROVENANCE

Collection of the Hudson's Bay Company, Canada

LITERATURE

Hudson's Bay Company, Company Calendar, 1944,
reproduced

Olive and Harold Knox, "Chief Factor Archibald McDonald,"

The Beaver, March 1944, reproduced page 43

The Beaver, April – May 1986, reproduced front cover

Peter C. Newman, *Company of Adventurers, Volume 2,*

Caesars of the Wilderness, 1987, reproduced page 375

Andrea M. Paci, "Picture This: Hudson's Bay Company

Calendar Images and Their Documentary Legacy,

1913 – 1970," master's thesis, University of Manitoba /

University of Winnipeg, 2000, mentioned page 108,

listed page 124 and reproduced page 133

Canada's History, June – July 2014, reproduced front cover

Mark Collin Reid, "An Epic Tale," *Canada's History*,

April – May 2020, reproduced pages 20 – 21

EXHIBITED

HBC Victoria Gallery, 2003 – 2004

A HUGE BIRCHBARK trading canoe, its bow emblazoned with the Hudson's Bay Company mark, blasts through the rapids of BC's Fraser River. Paddlers fore and aft work to pilot the open boat down the swirl of coloured water, while the brightly lit peaks of the Fraser River canyon swell behind them. Huddled in the centre, holding the brim of his hat to keep it from flying away, is Archibald McDonald, chief trader of the HBC. In 1828, McDonald was traveling alongside HBC Governor George Simpson to the Pacific Coast, where McDonald would take up his new post at Fort Langley, in the central Fraser Valley. This scene, awash in its dynamism and romance, captures the drama and danger of the routes that encompassed the HBC's trade network. Here, Adam Sherriff Scott recalls the best of the Canadian painting tradition depicting canoes shooting rapids, spectacularly established by Cornelius Krieghoff a century earlier.

Please note: on verso is a charcoal sketch, potentially of the artist's wife.

ESTIMATE: \$7,000 – 9,000



4 George Franklin Arbuckle

FCA OSA PRCA 1909 – 2001

Governor Douglas Leaving Fort Langley

oil on canvas, signed and on verso titled on the
Hudson's Bay Company Collection label, 1957
27 x 32 ½ in, 68.6 x 82.5 cm

PROVENANCE

Collection of the Hudson's Bay Company, Canada

LITERATURE

Hudson's Bay Company, Company Calendar, 1958,
reproduced

Andrea M. Paci, "Picture This: Hudson's Bay Company
Calendar Images and Their Documentary Legacy,
1913 – 1970," master's thesis, University of Manitoba/
University of Winnipeg, 2000, listed pages 119 and 125,
titled as *Governor Douglas Leaves Fort Langley after
Proclaiming the Colony of British Columbia*

David E. Mitchell, *Lords & Proprietors: A Reader's Guide to
the Hudson's Bay Company Charter*, 2004, reproduced
page 18

Karine Duhamel, "Untold Stories," *Canada's History*,
April – May 2020, reproduced page 40

EXHIBITED

Loaned to Fort Langley, 1958 – 2003

THIS WORK BY Franklin Arbuckle depicts a ceremony held at Fort Langley on November 19, 1858, where Governor James Douglas and his party depart from the trading post after declaring the Colony of British Columbia. Fort Langley, on the north shore of the Fraser River, had been established in 1827 by the Hudson's Bay Company. In 1858, after the discovery of gold in the interior, tens of thousands of miners poured into the area from the south, prompting a need for more law and order. The newly installed governor here meets with three First Nations representatives, possibly of the local Kwantlen Nation, their ceremonial dress and headwear elegantly rendered by Arbuckle.

ESTIMATE: \$6,000 – 8,000



5 Charles Fraser Comfort

CGP CSGA CSPWC FRSA MSA OSA PRCA 1900 – 1994

McLoughlin Welcomes the Americans, Fort Vancouver, 1834

oil on canvas, signed and dated 1935 and on verso titled on the Hudson's Bay Company Collection label
32 ½ x 30 in, 82.5 x 76.2 cm

PROVENANCE

Collection of the Hudson's Bay Company, Canada

LITERATURE

Hudson's Bay Company, Company Calendar, 1941, reproduced

"Mr. Beaver Objects," *The Beaver*, September 1941, reproduced page 11

Andrea M. Paci, "Picture This: Hudson's Bay Company Calendar Images and Their Documentary Legacy, 1913 – 1970," master's thesis, University of Manitoba / University of Winnipeg, 2000, listed page 124

DR. JOHN MCLOUGHLIN was chief factor of Fort Vancouver, in present-day Oregon, from 1824 to 1846. During this time, the area was known as the Columbia Department. This Pacific Northwest territory operated by the Hudson's Bay Company was bounded by Russian Alaska to the north, Spanish California to the south and the Continental Divide to the east. It was mostly populated by Indigenous Peoples (some 80,000 across more than 30 First Nations), along with the Company's traders (a few hundred at most) and an ever-increasing population of American colonists. The territory's location made it a site of contested claims by both Britain and the expanding United States, and Fort Vancouver was a relatively cosmopolitan nexus for weary settlers arriving from the East.

Here, vividly rendered by Charles Comfort, McLoughlin—six-foot-four, with a shock of white hair—strikes an imposing but benevolent figure, as he welcomes a ragged crew of Americans arriving aboard an HBC York boat. In reality, he ruled the remote fort, far from the oversight of the rest of the Company, with somewhat of a dictatorial air, and frequently assisted the newly arrived colonists in settling the area to the south, against the HBC's orders. For his efforts, he was pushed out of the Company in 1846; that same year, the British and Americans agreed to set the border at the 49th parallel.

ESTIMATE: \$10,000 – 15,000



Hudson's Bay Company Calendar, 1941

Not for sale with this lot



6 Adam Sherriff Scott

RCA 1887 – 1980

Governor George Simpson Welcomed by James Douglas, Fort St. James, B.C., 17th September 1828

oil on canvas, signed and on verso titled and dated
circa 1931 on the Hudson's Bay Company Collection label
32 x 28 in, 81.3 x 71.1 cm

PROVENANCE

Collection of the Hudson's Bay Company, Canada

LITERATURE

The Beaver, December 1931, reproduced front cover
Hudson's Bay Company, Company Calendar, 1932,
reproduced
Olive and Harold Knox, "Chief Factor Archibald McDonald,"
The Beaver, March 1944, reproduced page 44
Andrea M. Paci, "Picture This: Hudson's Bay Company
Calendar Images and Their Documentary Legacy,
1913 – 1970," master's thesis, University of Manitoba /
University of Winnipeg, 2000, memo from Robert Watson
to the Canadian Committee Secretary, October 14, 1930,
quoted page 47, this work also mentioned pages 18 and 106,
listed page 123 and reproduced page 131

IN 1821, GEORGE SIMPSON, a Scottish fur trader, was appointed associate governor of the Northern Department of the Hudson's Bay Company, then in the midst of merging with its rival, the North West Company. As he took on more significant roles, there followed four decades when Simpson was the de facto colonial ruler of Rupert's Land, a vast territory stretching from east and north of Hudson Bay to the Rocky Mountains. In 1828, Simpson traveled to the West, leaving York Factory in May and arriving at the fur trading outpost of Fort St. James, in central British Columbia, later that year after an 8,000 kilometre journey along the Peace River—the longest documented North American canoe journey ever made in one season.

Robert Watson, editor of the HBC's historical magazine *The Beaver*, wrote how the Company wanted the governor's arrival depicted for its calendar: "September 17, 1828, was a wet day so would suggest that the Sun shadows be not so deep as shown, although we would want a fairly nice colourful sky-line and nothing savouring of drabness." Adam Sherriff Scott has captured the scene nicely: the sun glows off the central figures, Simpson's red cape echoing the Red Ensign and HBC flags, while the puddles and stormy shadows speak to the reality of the less than ideal weather. The attendant figures that surround the pair comprise the less celebrated but no less important figures who supported Simpson on this journey: Indigenous guides and labourers, voyageurs and attendants, and even the governor's personal bagpiper.

ESTIMATE: \$4,000 – 6,000



7 George Franklin Arbuckle

FCA OSA PRCA 1909 – 2001

Hearne Builds Cumberland House, 1774 – 1775

oil on canvas, signed and on verso titled on the Hudson's Bay Company Collection label and dated 1951

31 × 30 in, 78.7 × 76.2 cm

PROVENANCE

Collection of the Hudson's Bay Company, Canada

LITERATURE

The Beaver, December 1951, reproduced front cover
Hudson's Bay Company, Company Calendar, 1952,
reproduced

Andrea M. Paci, "Picture This: Hudson's Bay Company
Calendar Images and Their Documentary Legacy,
1913 – 1970," master's thesis, University of Manitoba /
University of Winnipeg, 2000, listed page 119, titled
as *Samuel Hearne Builds Cumberland House with Crees*,
and listed page 125, titled as *Hearne Builds Cumberland
House, 1774–75*

CUMBERLAND HOUSE, KNOWN as Waskukikun or Waskahikanihk by the local Cree, was a fort established on the Saskatchewan River delta by Hudson's Bay Company explorer Samuel Hearne in 1774, the Company's first inland trading post. The region was already considered a valuable centre by the Swampy Cree First Nations who lived there, boasting an abundance of wildlife, and was strategically located at the confluence of two important trade routes, on the Saskatchewan River and the Grass, Fox and Nelson Rivers that drained into Hudson Bay.

In this painting by Franklin Arbuckle, the post retains a distinctly European character, with the tools and planed logs of settler construction dominating the composition. However, Cumberland House soon became a locus for the Métis community. Hearne himself was married to a Métis woman, Mary Norton, and the close integration between the Europeans and local Cree quickly led to a bicultural society. Cumberland House's importance as an administrative centre would last only until 1778, when Norway House was built farther north on Lake Winnipeg, but it remained a valuable depot along the trade networks and an important Métis community.

ESTIMATE: \$6,000 – 8,000



Hudson's Bay Company Calendar, 1952

Not for sale with this lot



8 Charles Fraser Comfort

CGP CSGA CSPWC FRSA MSA OSA PRCA 1900 – 1994

Last Dog Train Leaving Lower Fort Garry, 1909

oil on canvas, signed and dated 1927 and on verso titled and dated on the Hudson's Bay Company Collection label
33 ¾ x 30 ¾ in, 85.7 x 78.1 cm

PROVENANCE

Collection of the Hudson's Bay Company, Canada

LITERATURE

The Beaver, December 1930, reproduced front cover
Hudson's Bay Company, Company Calendar, 1931, reproduced

Douglas MacKay, *The Honourable Company: A History of the Hudson's Bay Company*, second edition, 1938, listed page x, reproduced page 291

"Christmas with The Beaver," *The Beaver*, October – November 1986, reproduced page 2

The Beaver, February – March 1990, reproduced front cover

Andrea M. Paci, "Picture This: Hudson's Bay Company Calendar Images and Their Documentary Legacy, 1913 – 1970," master's thesis, University of Manitoba / University of Winnipeg, 2000, mentioned page 18, listed page 123 and reproduced page 131

EXHIBITED

Musée de la civilisation, Quebec City, *Quelle vie de chien*,

October 30, 2002 – October 19, 2003

Musée de Joliette, March 1 – September 1, 2004

IN A SERIES of images that focuses so heavily on the early history of the Hudson's Bay Company, it is interesting that the calendar paintings include at least one that depicts a historical ending, seen here. Lower Fort Garry on the Red River, also known as the Stone Fort, was built in 1831 some 32 kilometres downriver from Upper Fort Garry after flooding destroyed the original fort to the south in 1826. The upper fort was reconstructed by 1836, and the Stone Fort was never fully utilized as the administrative centre it was intended to be, serving off and on as an outpost for the fur trade until the HBC ceased operations there in 1911.

Dogsleds were the primary way of transporting goods to and from outposts in the winter, but by the early twentieth century were becoming used less frequently with the advent of rail. Charles Comfort depicts the final train of dogs leaving the fort for Norway House at the further end of a frozen Lake Winnipeg—capturing the verve, speed and colour of this historically vital form of transport.

ESTIMATE: \$10,000 – 15,000



9 George Franklin Arbuckle

FCA OSA PRCA 1909 – 2001

Ambadress of Peace

oil on canvas, signed and on verso titled on the
Hudson's Bay Company Collection label, circa 1952
35 x 33 in, 88.9 x 83.8 cm

PROVENANCE

Collection of the Hudson's Bay Company, Canada

LITERATURE

Alice M. Johnson, "Ambadress of Peace," *The Beaver*,
December 1952, reproduced front cover and the
related sketch reproduced page 42

Hudson's Bay Company, Company Calendar, 1953,
reproduced

James G.E. Smith, "Thanadelther (ca. 1700 – 1717),"
Arctic, vol. 37, no. 3, September 1984, reproduced
page 297

Peter C. Newman, *Empire of the Bay: An Illustrated
History of the Hudson's Bay Company*, 1989,
reproduced page 66 and listed page 218

Heather Conn, "Thanadelther," *Canadian Encyclopedia*,
January 15, 2018, James Knight quote under "Death,"
reproduced, [https://www.thecanadianencyclopedia.ca/
en/article/thanadelther](https://www.thecanadianencyclopedia.ca/en/article/thanadelther)

Andrea M. Paci, "Picture This: Hudson's Bay Company
Calendar Images and Their Documentary Legacy,
1913 – 1970," master's thesis, University of Manitoba /
University of Winnipeg, 2000, mentioned page 69
note 59, listed page 125, and reproduced page 134,
titled as "Ambadress of Peace": A Chipewyan Woman
Makes Peace with the Crees, 1715

Mark Collin Reid, "An Epic Tale," *Canada's History*,
April – May 2020, reproduced page 24

THIS WORK BY Franklin Arbuckle is an important example from the Hudson's Bay Company's calendar paintings, in that it is one of a vanishingly few images that featured women, and the only one to depict a woman in a position of power. Women were essential contributors to the functioning and maintenance of the fur trade, through their labour and survival skills (trapping, fishing, cultivating, sewing) as well as the ways in which they opened up new social, familial and economic relations between Indigenous and European communities through marriages and kinship bonds.

Here, the central figure is Thanadelther, a young Dënesųłıne (Chipewyan) woman who was a skilled interpreter and negotiator. In 1715, she led the HBC trader William Stuart—seen here on the left—along with a small contingent of Cree, the traditional enemies of the Dënesųłıne, from York Factory into Dënesųłıne territory, with the goal of ending the skirmishes between the two people and opening new trading partnerships with the HBC. Thanadelther is depicted in the midst of discussions between the



Hudson's Bay Company Calendar, 1953

Not for sale with this lot

rifle-armed Cree and the skeptical Dënesųłıne with whom she had made contact. The negotiations were ultimately successful: on the back of the peace accords, the HBC would go on to establish a trading post at what is now Churchill, Manitoba.

Thanadelther was a vital figure in shaping the development of what would become Western Canada, and her contributions were recognized even by her contemporaries. At her untimely death from illness just two years later, on the eve of another expedition, HBC Governor James Knight proclaimed, "She was one of a very high Spirit and of the Firmest Resolution that ever I see in any Body in my Days and of great Courage."

ESTIMATE: \$8,000 – 12,000



10 Adam Sherriff Scott

RCA 1887 – 1980

Red River Carts Leaving Fort Garry, 1863

oil on canvas, signed and on verso titled and dated 1927

on the Hudson's Bay Company Collection label

29 x 27 in, 73.7 x 68.6 cm

PROVENANCE

Collection of the Hudson's Bay Company, Canada

LITERATURE

The Beaver, December 1928, reproduced front cover

Hudson's Bay Company, Company Calendar, 1929,
reproduced

The Beaver, October – November 1986, reproduced
front cover

Eleanor Stardom, "Twilight of the Fur Trade," *The Beaver*,
August – September 1991, reproduced page 9

Andrea M. Paci, "Picture This: Hudson's Bay Company
Calendar Images and Their Documentary Legacy,
1913 – 1970," master's thesis, University of Manitoba /
University of Winnipeg, 2000, mentioned page 18,
listed pages 117 and 123, reproduced page 130

Karine Duhamel, "Untold Stories," *Canada's History*,
April – May 2020, reproduced page 42

EXHIBITED

HBC Victoria Gallery, July 2003 – 2005

THE RED RIVER Trails were a network of overland routes connecting the Red River Colony, mainly inhabited by Métis people, with the Hudson's Bay Company's southern Upper Fort Garry, located at the junction of the Red and Assiniboine Rivers. At their farthest, these trails stretched from Fort Edmonton to Saint Paul, Minnesota. The Red River cart, also called aen wagon and aen charet by the Métis, was the primary mode of navigating these routes that spanned the West in the nineteenth century and remains an important symbol of Métis culture. Driven by teams of oxen and made of simple wood and canvas, these carts were the ideal way of navigating the Prairies and would be connected in trains hundreds of wagons long. Here, Andrew Sherriff Scott depicts one of these trains leaving the fort in early morning, turning away from the shadowed banks of the Assiniboine towards a glowing sunrise at the start of a lengthy journey.

ESTIMATE: \$6,000 – 8,000



11 Adam Sherriff Scott

RCA 1887 – 1980

Troops at Upper Fort Garry, 1846–48

oil on canvas, signed and on verso titled and dated

circa 1945 on the Hudson's Bay Company Collection label

31 ½ x 26 in, 80 x 66 cm

PROVENANCE

Collection of the Hudson's Bay Company, Canada

LITERATURE

The Beaver, December 1945, reproduced front cover

Hudson's Bay Company, Company Calendar, 1946,
reproduced

Andrea M. Paci, "Picture This: Hudson's Bay Company
Calendar Images and Their Documentary Legacy,
1913 – 1970," master's thesis, University of Manitoba /
University of Winnipeg, 2000, listed page 124
Christopher Moore, "Woven Together," *Canada's History*,
April – May 2020, reproduced page 43

THIS IMAGE DEPICTS a soldier returning to Upper Fort Garry, the central administrative hub for the Hudson's Bay Company during the middle of the nineteenth century, accompanied by presumably his wife in a horse-drawn sleigh. In 1846, some 300 British soldiers of the 46th (South Devonshire) Regiment of Foot arrived at Fort Garry, accompanied by a detachment of Royal Engineers and another of artillery, which caused a shift from the fort's purely administrative role. The soldiers were sent by the British government to deter any American incursions across the border, but also—equally—to help the HBC intimidate and control any traders who would challenge the Company's monopoly. The image prominently features the new military realities: a grey-coated guard stands at the gate armed with a rifle, while within the fort itself soldiers can be seen chatting with voyageurs, loading dogsleds and standing guard on the ramparts.

The timing of this particular image cannot be discounted: produced for the 1946 calendar, a hundred years after the fort's occupation, this was the first Company calendar to be published after the end of the Second World War.

ESTIMATE: \$6,000 – 8,000



12 Frank Hans (Franz) Johnston

ARCA CSPWC G7 OSA 1888 – 1949

Discovery of the Coppermine River by Samuel Hearne

oil on canvas board, signed Frank H. Johnston and
titled with the 1772 date and on verso titled and dated
circa 1922 on the Hudson's Bay Company Collection label
18 ¼ x 18 ¼ in, 46.4 x 46.4 cm

PROVENANCE

Collection of the Hudson's Bay Company, Canada

LITERATURE

Hudson's Bay Company, Company Calendar, 1923,
reproduced

Andrea M. Paci, "Picture This: Hudson's Bay Company
Calendar Images and Their Documentary Legacy,
1913 – 1970," master's thesis, University of Manitoba /
University of Winnipeg, 2000, mentioned page 18,
listed pages 117 and 122

IN 1771, SAMUEL HEARNE, an English explorer and fur trader with the Hudson's Bay Company, spent an arduous seven months journeying north from Fort Prince of Wales (now Churchill, Manitoba), guided by the Dēnesųłne (Chipewyan) hunter and leader Matonabbee. This expedition was Hearne's third attempt to find a potential copper mine that the HBC suspected to be in the North—or, failing that, a passage to the Pacific. Drawing on his deep knowledge of the geographies of the North, Matonabbee brought Hearne to the Coppermine River, which provided direct water access to the Arctic Ocean. Here, Group of Seven member Franz Johnston captures the moment the river was reached by Hearne: the exhaustion of the party after their trek, and the joy at having "discovered" a major waypoint.

ESTIMATE: \$10,000 – 15,000



13 Adam Sherriff Scott

RCA 1887 – 1980

Trading Ceremony at York Factory, 1780s

oil on canvas, signed, circa 1954

32 x 28 in, 81.3 x 71.1 cm

PROVENANCE

Collection of the Hudson's Bay Company, Canada

LITERATURE

Hudson's Bay Company, Company Calendar, 1956,
reproduced

Kenneth Kidd, "Trading into Hudson's Bay," *The Beaver*,
Winter 1957, reproduced page 12

Peter C. Newman, *Company of Adventurers, Volume 1, How the Hudson's Bay Empire Determined the Destiny of a Continent*, 1985, reproduced page viii and listed page 397

The Beaver, August – September 1991, reproduced front cover

Peter C. Newman, *Empire of the Bay: The Company of Adventurers that Seized a Continent*, 1998, reproduced unpaginated plate and listed page 591

Andrea M. Paci, "Picture This: Hudson's Bay Company Calendar Images and Their Documentary Legacy, 1913 – 1970," master's thesis, University of Manitoba / University of Winnipeg, 2000, mentioned pages 69 and 70, reproduced page 86, and listed pages 119 and 125

IN THIS SCENE, Adam Sherriff Scott showcases a generalized scene, in contrast to the many calendar images that depict specific historical events. A troop of late-eighteenth-century British colonial soldiers exit the Hudson's Bay Company headquarters of York Factory, flags held high and drums banging, carrying trade goods including clothing and casks of brandy. On either side of the road, Indigenous traders and their families, recently arrived at the fort for the season, observe the procession. At the centre of the parade, the Indigenous Chief and his lieutenant—dressed in blue and red, in European clothes—are accompanied by the fort's senior officer. This sort of pageantry in advance of trading was common, and served to further reinforce the perceived legitimacy and power of British imperial custom. By 1956, this sort of imagery was perhaps received as a little gauche: given that this was the first calendar to be given widespread French-language distribution, the HBC faced some internal concern regarding this painting's valorization of British iconography and idealized view of the trade relationship.

ESTIMATE: \$6,000 – 8,000



14 George Franklin Arbuckle

FCA OSA PRCA 1909 – 2001

The Spring Fur Brigade Leaves Lachine

oil on canvas, signed and on verso titled on the Hudson's Bay Company Collection label and dated circa 1946
31 × 30 in, 78.7 × 76.2 cm

PROVENANCE

Collection of the Hudson's Bay Company, Canada

LITERATURE

Hudson's Bay Company, Company Calendar, 1948, reproduced
A.C. Anderson, "Life at Lachine," *The Beaver*, June 1952, reproduced page 31
Peter C. Newman, *Company of Adventurers, Volume 2, Caesars of the Wilderness*, 1987, reproduced page 34
Andrea M. Paci, "Picture This: Hudson's Bay Company Calendar Images and Their Documentary Legacy, 1913 – 1970," master's thesis, University of Manitoba / University of Winnipeg, 2000, listed page 119, titled as *Canoes Leaving Lachine*, and listed page 124, titled as *The Spring Brigade Leaves Montreal for the West*
Christopher Moore, "Woven Together," *Canada's History*, April – May 2020, reproduced page 46

LACHINE, ON THE island of Montreal, was the site of the Hudson's Bay Warehouse, an extant federally designated heritage building. Located upstream from the rapids of the St. Lawrence nearer to the city, Lachine proved to be an excellent location to both store the HBC's trade goods and to assemble and launch the flotillas of trading canoes headed westbound towards Lake Superior. Nearly every fur that was shipped to Britain would come through this crucial waypoint. Franklin Arbuckle was supplied with historical references for the costumes, canoes and the warehouse building itself, allowing him to assemble this lush and dynamic scene of a Company convoy leaving on a spring morning, probably in the 1830s. The trees are still in bud—these brigades typically departed in May—and the air feels bright and crisp. The departing voyageurs are seen off by a cosmopolitan audience, consisting of urbane Montrealers and rural *habitants* alike.

ESTIMATE: \$6,000 – 8,000



15 Lorne Holland Bouchard

RCA 1913 – 1978

Radisson and des Groseilliers Trading with Indians at Rupert House, 1671

oil on canvas, signed and on verso signed,

titled and dated February 1968

30 × 40 in, 76.2 × 101.6 cm

PROVENANCE

Collection of the Hudson's Bay Company, Canada

LITERATURE

Hudson's Bay Company, Company Calendar, 1969,
reproduced

Andrea M. Paci, "Picture This: Hudson's Bay Company
Calendar Images and Their Documentary Legacy,
1913 – 1970," master's thesis, University of Manitoba /
University of Winnipeg, 2000, listed pages 121 and 127,
titled as *Indians with [Pierre-Esprit] Radisson and [Médard
Chouart, Sieur des] Groseilliers, Charles Fort, 1671*

"Moment: October 25, 1666: Two New World fur traders meet
with king Charles II at Oxford to discuss their vision for a
commercial empire," *The Beaver*, October – November 2003,
detail reproduced page 49

RUPERT HOUSE, ALSO known as Fort Charles, was first the
Cree community of Waskaganish. The fort was established in
1668 on the banks of the Rupert River at the southern end of
James Bay as the first Hudson's Bay Company trading post on
Hudson Bay. Pierre-Esprit Radisson and Médard Chouart, Sieur
des Groseilliers, the two European figures in this painting by
Montreal artist Lorne Bouchard, were French explorers and fur
traders as well as brothers-in-law. Initially working together as
independent traders for France, Radisson and des Groseilliers
became acquainted with Britain's Prince Rupert and soon entered
service under the British Crown. Rupert chartered two vessels
for the explorers, the *Nonsuch* and the *Eaglet*, and in 1668 they
traveled down Hudson Bay and established Rupert House at the
mouth of the river of the same name. Their return to England
with a cargo of furs led to the formal establishment of the
Hudson's Bay Company in 1670.

ESTIMATE: \$4,000 – 6,000



16 Charles Fraser Comfort

CGP CSGA CSPWC FRSA MSA OSA PRCA 1900 – 1994

Barnston and Ballantyne at Tadoussac, 1846

oil on board, signed and dated 1941 and on verso titled
on the Hudson's Bay Company Collection label
32 ¾ x 30 ½ in, 83.2 x 77.5 cm

PROVENANCE

Collection of the Hudson's Bay Company, Canada

LITERATURE

The Beaver, December 1941, reproduced front cover
and detail reproduced page 16

Hudson's Bay Company, Company Calendar, 1942,
reproduced

Andrea M. Paci, "Picture This: Hudson's Bay Company
Calendar Images and Their Documentary Legacy,
1913 – 1970," master's thesis, University of Manitoba /
University of Winnipeg, 2000, listed page 118, titled as
R.M. Ballantyne at Tadoussac, 1846, and listed page 124,
titled as *R.M. Ballantyne, Clerk and Chief Trader George
Barnston Arrive at Tadoussac, 6 February 1846*

THIS PAINTING DEPICTS two traders of the Hudson's Bay Company arriving at their posting at Tadoussac, Quebec, while a guide points the way to the village over the frozen Saguenay River. The older man is George Barnston, who at this point was the chief factor of Tadoussac, a high-ranking commissioned officer who managed the trading post. To the left, carrying a bright copper kettle and green blanket, is the younger R.M. Ballantyne, here depicted at the end of a five-year stint working for the HBC across what is now Manitoba, Ontario and Quebec. Ballantyne began to write in his journal during this period as well as letters to his distant mother—both of which ultimately led him to publish a novel, *Hudson's Bay; or, Every-Day Life in the Wilds of North America*, in 1848, after his return to Europe. He followed this with a lengthy and successful career writing adventure novels, often drawing on his early experience with the HBC.

In Charles Comfort's dramatic composition, both traders wear capotes, hooded coats made from the Company's heavy wool point blankets; Barnston's features the iconic HBC stripes. These wrap coats, known for their warmth and versatility, were sold at trading posts and were utilized by European settlers and Indigenous Peoples alike.

ESTIMATE: \$10,000 – 15,000



17 Charles Fraser Comfort

CGP CSGA CSPWC FRSA MSA OSA PRCA 1900 – 1994

The Council of the Northern Department of Rupert's Land, Meeting at Norway House, June 21, 1836

oil on canvas, on verso titled on the Hudson's Bay Company Collection label, circa 1934

33 × 31 in, 83.8 × 78.7 cm

PROVENANCE

Collection of the Hudson's Bay Company, Canada

LITERATURE

Hudson's Bay Company, Company Calendar, 1936, reproduced

Andrea M. Paci, "Picture This: Hudson's Bay Company Calendar Images and Their Documentary Legacy, 1913 – 1970," master's thesis, University of Manitoba / University of Winnipeg, 2000, mentioned page 69 note 58

THIS PAINTING, CLASSICALLY arranged by Charles Comfort, is an example of the Hudson's Bay Company calendar serving to reinforce an idealized image of strength and authority tied to the Company's colonial presence. The setting is Norway House, the most important trading post in the interior of Rupert's Land. The annual councils, largely comprised of the governor and the various chief factors of the trading posts, would meet here rather than the more northerly York Factory beginning in the 1830s. Here, Governor George Simpson is flanked by the commissioned officers of the committee, while two clerks dutifully record the decisions. Above them, a higher authority still, is Lord Horatio Nelson, Rear Admiral of the Royal Navy, in a portrait by William von Moll Berczy (lot 22 in this sale)—a reminder of the ultimate imperial hierarchy within which the Company operated.

Notable discussions at the 1836 meeting included the reconstruction of Upper Fort Garry and planning for an expedition to the Arctic led by Peter Warren Dease, the figure standing rear left.

ESTIMATE: \$6,000 – 8,000



WILLIAM VON MOLL BERCZY

Rear Admiral Lord Horatio Nelson

oil on canvas, 1807 – 1808

82 ¾ × 53 ¾ in, 210.2 × 136.5 cm

Collection of the Hudson's Bay Company, Canada

Lot 22 of this sale



18 George Franklin Arbuckle

FCA OSA PRCA 1909 – 2001

Trading with a Hudson's Bay Company Ship, 17th Century

oil on canvas, signed and on verso titled on the Hudson's
Bay Company Collection label and inscribed variously, 1955
30 $\frac{3}{8}$ x 27 $\frac{3}{4}$ in, 77.8 x 70.5 cm

PROVENANCE

Collection of the Hudson's Bay Company, Canada

LITERATURE

Hudson's Bay Company, Company Calendar, 1957,
reproduced

The Beaver, June – July 1996, reproduced front cover

Andrea M. Paci, "Picture This: Hudson's Bay Company
Calendar Images and Their Documentary Legacy,
1913 – 1970," master's thesis, University of Manitoba /
University of Winnipeg, 2000, listed pages 119 and 125,
titled as *17th Century Eskimos Trading with H.B.C. Ship*

ALTHOUGH ITS FIRST permanent arctic trading post was not
established until 1909 at Cape Wolstenholme, the Hudson's Bay
Company had engaged in regular trade with the Inuit commu-
nities of the Hudson Strait as early as the seventeenth century.
Images such as this, where Inuit expertly navigate the ice floes,
bringing fox furs and polar bear skins by kayak, showcase the
reach of these early trading relationships.

ESTIMATE: \$6,000 – 8,000



19 Charles Fraser Comfort

CGP CSGA CSPWC FRSA MSA OSA PRCA 1900 – 1994

Dr. John Rae Meets with Eskimos (Franklin Expedition)

oil on canvas, signed and on verso titled on the
Hudson's Bay Company Collection label, 1949
31 × 30 in, 78.7 × 76.2 cm

PROVENANCE

Collection of the Hudson's Bay Company, Canada

LITERATURE

The Beaver, March 1954, reproduced front cover

Peter C. Newman, *Empire of the Bay: An Illustrated*

History of the Hudson's Bay Company, 1989,

reproduced page 147 and listed page 219 as *Portrait*

of John Rae in Arctic Garb, 1862

The Beaver, October – November 1993, reproduced
front cover

Dorothy Harley Eber, "Rumours of Franklin: The Strength
of the Inuit Oral Traditions," *The Beaver*, June – July 1996,
reproduced page 12

Canada's History, April – May 2020, reproduced pages 3 and 24

THIS WORK BY Charles Comfort displays perhaps the more adventurous potential of the Hudson's Bay Company's history. The 1845 Franklin expedition was an attempt by Sir John Franklin to traverse the High Arctic, a journey that met with failure after the two ships became icebound in the Victoria Strait in what is now Nunavut, eventually killing the entire crew. The expedition's mysterious but stark failure was notorious among the nineteenth-century public and spurred several search parties over the following years. In 1854, John Rae, a Scottish explorer (here rendered in a very Scottish tam-o'-shanter) and a surgeon working under the HBC, received information from Inuit hunters near Pelly Bay that confirmed the location of the doomed Franklin expedition, along with material goods including a gold hatband and an engraved silver plate. Here, in Comfort's detailed recreation of the encounter, Rae has been given a silver spoon, while an Inuit guide in snow goggles points the way to the remains of the wrecked party.

ESTIMATE: \$10,000 – 15,000



20 John I. Innes

BCSA CSPWC OSA 1863 – 1941

Samuel Black at Finlay River

oil on board, signed and on verso titled on the
Hudson's Bay Company Collection label, 1929
24 ½ x 23 in, 62.2 x 58.4 cm

PROVENANCE

Collection of the Hudson's Bay Company, Canada

LITERATURE

Glyndwr Williams, editor, "The 'Character Book' of
Governor George Simpson," in *Hudson's Bay Miscellany*,
1670 – 1870, *Hudson's Bay Record Society*, vol. 30, 1975,
page 192 note 6

SAMUEL BLACK WAS something of an oddity even among the long list of eccentric outdoorsmen employed by the Hudson's Bay Company during its early history. He was originally employed as a clerk by the XY Company, operating in the Peace River and Lake Athabasca regions in what is now Alberta, and then he joined the North West Company when it absorbed the former in 1804. The Nor'Westers were the chief rivals of the HBC, and Black gained a reputation for his bravado and fierce—often violent—resistance to the HBC's dominance. HBC Governor George Simpson said of Black that "this Outlaw is so callous to every honourable or manly feeling that it is not unreasonable to suspect him of the blackest acts." When the NWC merged with the HBC in 1821, it was no surprise that Black was initially kept out from the newly amalgamated company.

By 1823, Black had convinced the HBC to take him back on, and he was soon given the posting of Fort St. John along the Peace River—established in 1793, the oldest trading post in present-day British Columbia—where he gained the rank of chief trader the following year. He would explore the Finlay River in 1824, as depicted here by John Innes, with the aim of scouting out the region's suitability for the fur trade up to the Russian-controlled lands to the west. He kept a detailed and vivid journal of the journey, providing valuable insights into early explorations of the Columbia District.

ESTIMATE: \$6,000 – 8,000



21 Frederic Marlett Bell-Smith

OSA RCA SCA 1846 – 1923

Lights of a City Street

oil on canvas, signed and dated 1894 and on verso titled on the Hudson's Bay Company Collection label and the exhibition labels
52 ½ × 78 ¾ in, 133.4 × 200 cm

PROVENANCE

Robert Simpson Company, Toronto
Collection of the Hudson's Bay Company, Canada

LITERATURE

18th Exhibition of the Royal Canadian Academy of Arts, National Gallery of Canada, 1897, listed
Memorial Exhibition of Paintings by F.M. Bell-Smith, RCA, OSA, Art Gallery of Toronto, 1923, listed, unpaginated
“F.M. Bell Smith” [obituary], circa 1923, OCAD University Archives, mentioned page 1, <https://openresearch.ocadu.ca/id/eprint/4582/>
The Development of Painting in Canada, 1665 – 1945, Art Gallery of Toronto, 1945, listed page 24
Three Hundred Years of Canadian Art, National Gallery of Canada, 1967, listed page 100, reproduced page 101
100 Years: Evolution of the Ontario College of Art, Art Gallery of Ontario, 1976, listed
J. Russell Harper, *Painting in Canada: A History*, second edition, 1977, reproduced page 242
Roger Boulet, *Frederic Marlett Bell-Smith (1846 – 1923)*, Art Gallery of Greater Victoria, 1977, reproduced page 24
Peter Mellen, *Landmarks of Canadian Art*, 1978, reproduced page 137
Edith G. Firth, *Toronto in Art: 150 Years through Artists' Eyes*, 1983, reproduced page 66
Jon Caulfield, “The Imagined Cities of Three Canadian Painters,” *Urban History Review*, vol. 20, no. 1, 1991, listed page 13 note 29
Mike Filey, “Fave Painting Tells a Story,” *Sunday Sun* (Toronto), January 21, 2001
Mike Filey, *Toronto Sketches 8: “The Way We Were,”* 2004, reproduced page 10

EXHIBITED

National Gallery of Canada, Ottawa, *18th Exhibition of the Royal Canadian Academy of Arts*, March 9, 1897, catalogue #17
Art Gallery of Toronto, *Memorial Exhibition of Paintings by F.M. Bell-Smith*, RCA, OSA, 1923, catalogue #25
Art Gallery of Toronto, *The Development of Painting in Canada, 1665 – 1945*, January 1945, traveling in 1945 to the Art Association of Montreal; National Gallery of Canada, Ottawa; and Musée de la province de Québec, Quebec City, catalogue #78
National Gallery of Canada, Ottawa, *Three Hundred Years of Canadian Art*, May 12 – September 17, 1967, traveling to the Art Gallery of Ontario, Toronto, October 20 – November 20, 1967, catalogue #161

Art Gallery of Ontario, Toronto, *100 Years: Evolution of the Ontario College of Art*, November 5, 1976 – January 2, 1977, traveling to the Art Gallery of Hamilton, February 3 – 27, 1977; Rodman Hall Arts Centre, Brock University, St. Catharines, March 4 – 27, 1977; and Kitchener-Waterloo Art Gallery, March 31 – April 24, 1977, catalogue #12
Art Gallery of Greater Victoria, *Frederic Marlett Bell-Smith (1846 – 1923)*, September 1977, traveling November 1977 – July 1978 to Calgary, Oshawa, Stratford, Kingston, London and Windsor
Montreal Museum of Fine Arts, *Exhibition of the Royal Canadian Academy of Arts*, November 14, 1980 – January 4, 1981, label on verso

NEATLY ATTIRED PEDESTRIANS stroll the bustling Toronto intersection of King and Yonge Streets on a rainy evening in Frederic Marlett Bell-Smith's winsome *Lights of a City Street* (1894). Rendered in the “pink and mauve accents” characteristic of the artist's later work,¹ its glistening surfaces are reminiscent of Gustave Caillebotte's *Paris Street; Rainy Day* (1877), in which the famed boulevards of the French capital are similarly animated by umbrella-carrying *flâneurs* and *flâneuses*. The Canadian artist likely encountered Impressionism during continental travels in 1891, but subsequent shifts in his practice are primarily attributable to his French studies with the American expatriate painter Thomas Alexander Harrison (1853 – 1930).² Harrison's foundational contributions to the Impressionist-adjacent style of tonalism have been credited with inspiring Marcel Proust's fictional painter Elstir in *In Search of Lost Time* and, indeed, the novelist's own evocations of place.³

In *Lights of a City Street*, Bell-Smith demonstrates a precocious awareness of the confluence of modern media driving the city's transformation into a burgeoning metropolis. At centre left, the subtle flash of a pantograph striking an overhead wire powers a trolley's blazing headlamp. Like the spangled illumination of James McNeill Whistler's *Nocturne in Black and Gold* (1875), these flickering indications of artificial light here announce the 1892 arrival of electrified public transit to Toronto's Belt Line streetcar route.⁴ Raised further aloft, telephone wires proclaim a more immaterial form of connectivity, while coal gas fuels the distant glimmer of street lights.⁵

Bell-Smith additionally foregrounds two modern media with which he had forged deep personal connections: newspapers and rail. News sellers peddling copies of the *Evening Telegram* allude to Bell-Smith's long career as an illustrator for the *Canadian Illustrated News*, beginning in 1872. Meanwhile, a sign affixed to the grey-blue facade of the Dominion Bank Building at right advertises the Grand Trunk Railway, the world's longest rail line when completed in 1859.⁶ But it is Bell-Smith's association with another railway that is obliquely conjured here.

In 1887, Bell-Smith joined an inaugural cohort of artists granted free passes on the newly completed Canadian Pacific Railway under the sponsorship of then CPR vice-president William Van Horne. A prominent art collector and amateur artist as well as a powerful industrialist, Van Horne hoped to entice potential travelers with artists' images of scenic western landscapes. Other artists given rail passes in 1887 included the renowned Montreal photographer William Notman and



GUSTAVE CAILLEBOTTE

Paris Street; Rainy Day

oil on canvas, 1877

83 1/2 x 108 3/4 in, 212.2 x 276.2 cm

Collection of the Art Institute of Chicago, 1964.336

Charles H. and Mary F.S. Worcester Collection

Not for sale with this lot



FREDERICK BELL-SMITH

Heart of the Empire

watercolour on paper, 1909

22 1/2 x 35 in, 57.2 x 89 cm

Museum of Vancouver Collection, PA 19

Not for sale with this lot

the president of the Royal Canadian Academy of Arts, Lucius O'Brien. After exhibiting his CPR pictures at Pell's "Art Rooms" in Montreal in 1888, Bell-Smith would continue taking sketching trips by rail to the West Coast and Rocky Mountains, making this an annual tradition after 1898.⁷

If Bell-Smith's paintings of Canada's breathtaking western landscapes brought him initial success (and his first National Gallery of Canada sale), the Dickensian accents of *Lights of a City Street* showcase another facet of his protean talent: namely, as an in-demand reciter of the Victorian novelist and other popular authors. In his memoirs of Canadian art, *Ars Longa* (1938), the critic Newton MacTavish affectionately recalled "a never-ending discussion as to whether 'old Bell' "—as Bell-Smith was known to intimates—"was a better reciter than a painter."⁸ In *Lights of a City Street*, Bell-Smith renders Dickensian incident with a photographic exactitude that speaks to his early experience as a photo retoucher.

Dennis Reid attributed the precise rendering of faces in Bell-Smith's painting *The Return from School* (1884) to the artist's "years of experience in the photography business, where composite images were created in the studio from individually shot figures."⁹ The same can be said of the detailed likenesses in *Lights of a City Street*, which include both the artist's son (tipping his hat) and a self-portrait in the act of purchasing a copy of the *Evening Telegram*.¹⁰ According to a plaque affixed to the painting's frame, the police officer depicted alongside these figures would subsequently be employed by Simpson's department store in Toronto, where the beloved picture hung in the Arcadian Court for many years.

The individualized faces in the crowd of *Lights of a City Street* simultaneously recall the profession of Bell-Smith's father as a miniaturist.¹¹ It was the imperiled status of that art form in the wake of photography's increasing popularity that had led the family to immigrate to Canada in the mid-1860s. Ironically, this move would only bring Bell-Smith Jr. further into the orbit of the new medium. Soon after disembarking in Montreal in 1867, the UK-born artist found employment as a photo retoucher in the studio of James Inglis, subsequently relocating to Hamilton, Ontario, to join a new Inglis studio in that city. *Lights of a City Street* dexterously balances photographic detail with the subtle atmospheric effects of watercolour—Bell-Smith's first choice of medium, and one that he would continue to employ in his coveted cityscapes of Paris and London, such as *Heart of the Empire* (1909).

Bell-Smith is widely recognized for his professional service. A founding member of the Society of Canadian Artists in the year of his arrival in Canada, and of the Western Art League in 1881, he participated in the creation of the Royal Canadian Academy, of which he was listed as an associate member in 1880. A respected teacher, Bell-Smith lectured at the Ontario School of Art in Toronto (1877–78), was director of fine arts of Alma College in St. Thomas (1881–90) and later Drawing Master to Central Public Schools in London, Ontario (1882–88), and completed his pedagogical career as principal of the Western Branch of the Toronto Art School (1888–91). Most consequential of all, however, was Bell-Smith's early advocacy of a "distinctly Canadian Art" as president of the Ontario Society of Artists in a 1905 letter addressed to Governor General Earl Grey.¹²

Lights of a City Street anticipates Bell-Smith's vision of a national art. One of Canada's most important urban landscapes,



detail

its hopeful depiction of the amenities of modern life and of the media of news and rail binding a fledgling nation stands in sharp contrast to more anxious images of modernity, such as the forbidding skyscrapers of Robert F. Gagen's *Temples of Commerce* (1914), painted two decades later. Mobilizing the cutting-edge resources of tonalism and composite photography, Bell-Smith portrays an entrepreneurial and up-to-date metropolis confident in its own future prosperity.

We thank Adam Lauder for contributing the above essay. Lauder is an art historian based in Toronto and an adjunct professor at the Ontario College of Art and Design University.

1. J. Russell Harper, *Painting in Canada: A History*, 2nd ed. (1966; repr., Toronto: University of Toronto Press, 1977), 191.

2. See Roger Boulet, "Frederic Marlett Bell-Smith," in *Frederic Marlett Bell-Smith (1846-1923)* (Victoria: Art Gallery of Greater Victoria, 1977), exhibition catalogue, 23.

3. See David Adams Cleveland, "Landscape, Memory, Sensation: Alexander Harrison, Tonalist Painter and Model for Marcel Proust," *Magazine Antiques*, Nov.-Dec. 2010, 142-49.

4. See Louis H. Pursley, *Street Railways of Toronto, 1861-1921* (Los Angeles: Electronic Railway Publications, 1958).

5. See Christopher Andreae, "The Age of Industry," in *Toronto: A Short Illustrated History of Its First 12,000 Years*, ed. Ronald F. Williamson (Toronto: Lorimer, 2008), 77.

6. *Ibid.*, 75.

7. See Boulet, "Frederic Marlett Bell-Smith," 18-21, 29.

8. Newton MacTavish, *Ars Longa* (Toronto: Ontario Publishing, 1938), 130.

9. Dennis Reid, "The Return from School," *Canadian Art*, Spring 2013, 66. See also Eva Major-Marothy, "The Wrong Commemoration: Frederic Marlett Bell-Smith's Paintings of the State Funeral of Sir John Thompson," in *Public Art in Canada: Critical Perspectives*, ed. Annie Gérin and James S. McLean (Toronto: University of Toronto Press, 2009), 35.

10. See Edith G. Firth, *Toronto in Art: 150 Years through Artists' Eyes* (Toronto: Fitzhenry & Whiteside, 1983), 66.

11. See Boulet, "Frederic Marlett Bell-Smith," 16.

12. Bell-Smith quoted in Boulet, "Frederic Marlett Bell-Smith," 31.

ESTIMATE: \$100,000 – 150,000

WILLIAM VON MOLL BERCZY (1744 – 1813) | LOTS 22 & 23



WILLIAM VON MOLL BERCZY

Self-portrait

watercolour and gouache on ivory, 1783
Collection of the Royal Ontario Museum

Not for sale with these lots

WILLIAM VON MOLL BERCZY was one of Canada's finest pre-Confederation artists. His life was shaped by the dueling impulses of European settlement and artistic ambition. Often credited as a co-founder of Toronto, he was known for clearing land, developing agricultural hubs, cutting miles of roads and constructing buildings throughout the Markham region. As an artist, he brought his experience painting European patricians to a nascent Canadian confederation, leaving us with masterpieces such as the portrait *Thayendanegea (Joseph Brant)* (1807) and *The Woolsey Family* (1809, both in the collection of the National Gallery of Canada), among many others. His story is one of tenacious individuality that paints a striking portrait of Canada's emerging formation.

Berczy was born as Johann Albrecht Ulrich Moll in 1744 in the town Wallerstein, now in Bavaria, Germany. His father became a

diplomat in Austria, leading him to attend the Vienna Academy of the Arts and later the University of Jena. According to diaries and letters, he traveled widely across Europe to pursue new opportunities and adventures as a diplomat, merchant, and painter of miniature portraits, with extended stays in northern Germany, Poland, Hungary, Turkey and Croatia. Berczy distanced himself from his family, took the new surname Berczy, and in 1780 arrived in Florence to begin a new life as a full-time artist, studying masterworks at the Uffizi and completing portraits and several monumental paintings of Italian and Swiss aristocrats. Seeking even more opportunities for his artistic and entrepreneurial pursuits, Berczy, along with his wife and son, relocated to London in 1790.

It was in London where Berczy would sign a contract with an English businessman to recruit German settlers to colonize land

in the Genesee area of northern New York state. From the time he and his 135 settlers arrived on the shores of Philadelphia, they encountered countless financial and logistical roadblocks and found themselves in a power struggle with the local British agent. Eventually, Berczy led his group of immigrant families to flee north and ultimately settle 64,000 acres of Upper Canada in the Markham region, north of York, present-day Toronto. Berczy was given a contract to extend Yonge Street from York northward to Lake Simcoe, helping tend the land and construct buildings along the route. Mounting debt, supply shortages and the overworking of his settlers led to the project being left partially incomplete, with a third of his original crew defecting for Newark, present-day Niagara-on-the-Lake.

Despite his vision and ambition, Berczy became embroiled in countless legal appeals seeking reimbursement for his colonizing work, traveling to New York and London to plead his case and seek allyship in hopes of settling his grievances. With little avail, Berczy took refuge between Quebec City and Montreal beginning in 1805 to reprioritize his artistic pursuits, developing a manuscript on the history of Canada, drawing architectural plans, and courting patrons for new painting commissions. Berczy was in the company of the most prominent Montreal artists of the day, including François Baillairgé (1759–1830), who was mainly a sculptor and architect; watercolourist George Heriot (1759–1839); and portraitist Louis Dulongpré (1759–1843). His first large Montreal commission was an architectural one, designing the neoclassical Anglican cathedral Christ Church, influenced by Scottish architect James Gibbs.

The two William Berczy paintings offered here represent the first two monumental paintings he completed in Canada. The paintings were a response to the bittersweet news of the Battle of Trafalgar reaching Quebec in December of 1805. In that battle, 27 British battleships resisted 33 Franco-Spanish ships allied as part of Napoleon's invasion of the United Kingdom. Despite the epic win that solidified the British as a naval superpower, their storied Royal Navy officer, Rear Admiral Lord Horatio Nelson, was shot by a French musketeer and died aboard HMS *Victory*, living long enough to witness the successful outcome of the battle. The news caused a swell of patriotism and inspired a series of "Trafalgar Celebrations" in Quebec City, Montreal and Trois-Rivières. Berczy and his oil paintings are not mentioned in the accounts of these celebrations, but a sketch of a commemorative obelisk he proposed for the festivities was discovered among his notes.

The canvases *Rear Admiral Lord Horatio Nelson* (lot 22) and *Battle of Trafalgar* (lot 23), completed between 1807 and 1808, were commissioned by William McGillivray for the North West Company, the fur trading enterprise based in Montreal. The companion paintings were known to hang together in the dining hall at Fort William, near present-day Thunder Bay. When the NWC merged with the Hudson's Bay Company in 1821, the paintings were moved to the HBC's northern headquarters at York Factory, in northwestern Manitoba. They were relocated to the new headquarters in Winnipeg in 1928, before arriving in Toronto in 1974. Both works were included in the comprehensive traveling retrospective of Berczy's work originating at the National Gallery of Canada in 1991.



22



23



22 William von Moll Berczy

1744 – 1813 German

Rear Admiral Lord Horatio Nelson

oil on canvas, on verso titled on the National Gallery of Canada exhibition label, 1807 – 1808
82 ¾ x 53 ¾ in, 210.2 x 136.5 cm

PROVENANCE

Commissioned by William McGillivray for the
North West Company
Collection of the Hudson's Bay Company, Canada

LITERATURE

Margaret Arnett MacLeod, "The Riddle of the Paintings,"
The Beaver, December 1948, reproduced page 7
John Andre, *William Berczy: Co-founder of Toronto*, 1967,
discussed pages 61 and 89 – 90, titled as *Admiral Horatio Nelson* and dated 1805, reproduced unpaginated plate
Mary Macaulay Allodi et al., *Berczy*, National Gallery of Canada, 1991, discussed pages 202 – 204, reproduced page 203 and the related etching reproduced page 204

EXHIBITED

National Gallery of Canada, Ottawa, *Berczy*, November 8, 1991 – January 5, 1992, traveling to the Musée du Québec, Quebec City, March 17 – May 17, 1992, and Glenbow Museum, Calgary, June 13 – August 9, 1992, catalogue #73

REAR ADMIRAL LORD Horatio Nelson is a near-life-size portrait of the decorated Royal Navy officer standing on the shore as the battle rages in the seas behind him—a continuation of William von Moll Berczy's depiction of the critical Battle of Trafalgar (lot 23). He wears the Star and Ribbon of the Order of the Bath on the breast of his uniform and the Naval Gold Medal around his neck, awarded for his victory at the Battle of Cape St. Vincent in 1797. As was common for the period, the painting was based on an etching. The etching by William S. Barnard (1774 – 1849), dated 1799, borrowed from official portraits by Lemuel Francis Abbott (1760 – 1803) that Nelson himself sat for. Berczy has memorialized the admiral in a strong stance, updating the features of the etching to convey the importance of Nelson's contributions in battle to help solidify the naval power of the British Empire.

This work can be seen in a calendar painting depicting an 1836 council meeting at Norway House (lot 17), marking its significance in the history of the Hudson's Bay Company.

ESTIMATE: \$70,000 – 90,000



CHARLES FRASER COMFORT

The Council of the Northern Department of Rupert's Land,
Meeting at Norway House, June 21, 1836

oil on canvas, circa 1934
33 x 31 in, 83.8 x 78.7 cm
Collection of the Hudson's Bay Company, Canada

Lot 17 of this sale



23 William von Moll Berczy

1744 – 1813 German

Battle of Trafalgar

oil on canvas, on verso titled on the National Gallery
of Canada exhibition label and the Hudson's Bay
Company Collection label, 1807 – 1808
82 ¾ x 53 ½ in, 210.2 x 135.9 cm

PROVENANCE

Commissioned by William McGillivray for the
North West Company
Collection of the Hudson's Bay Company, Canada

LITERATURE

Margaret Arnett MacLeod, "The Riddle of the Paintings,"
The Beaver, December 1948, reproduced page 9
John Andre, *William Berczy: Co-founder of Toronto*, 1967,
discussed pages 61 and 89 – 90, dated circa 1806,
reproduced unpaginated plate
Mary Macaulay Allodi et al., *Berczy*, National Gallery of Canada,
1991, discussed pages 205 – 206, reproduced page 205

EXHIBITED

National Gallery of Canada, Ottawa, *Berczy*, November 8, 1991 –
January 5, 1992, traveling to the Musée du Québec, Quebec City,
March 17 – May 17, 1992, and Glenbow Museum,
Calgary, June 13 – August 9, 1992, catalogue #74

BATTLE OF TRAFALGAR is based on an aquatint by Robert Dodd (1748 – 1815), recomposed by William von Moll Berczy for a grand vertical composition to match the dimensions of his portrait of Lord Horatio Nelson (lot 22). The extensive title of the print, *Victory of Trafalgar, in the Rear, This View of the total defeat of the Combined Fleets of France and Spain, with the Tenders of the British Fleet saving their conquered Enemies from the Flames of their own Vessel . . .*, describes a benevolent scene following the Royal Navy's decisive victory off Cape Trafalgar, near the Strait of Gibraltar. The masts of the painting's central ship have been snapped off and float in the water while another ship's fiery inferno and billowing smoke give the scene a bright orange glow. The triumphant British vessels circle in behind with flags flying, coming to rescue the enemy sailors adrift.

ESTIMATE: \$70,000 – 90,000



24 Sir Winston Spencer Churchill

1874 – 1965 British

Marrakech

oil on canvas, initialed and on verso inscribed 15,
circa 1935
24 x 20 in, 61 x 50.8 cm

PROVENANCE

Gifted by the Artist to his wife, Lady Clementine Ogilvy

Spencer-Churchill

Gifted by Lady Churchill to the Hudson's Bay Company, 1956

LITERATURE

David Coombs, *Churchill: His Paintings*, 1967, reproduced
page 130, catalogue #124

David Coombs and Minnie S. Churchill, *Sir Winston Churchill:
His Life and His Paintings*, 2004, reproduced page 169 as
figure 334 and listed page 251, catalogue #124

James W. Muller, "Two Churchills and the Hudson's Bay
Company," paper presented at the annual meeting of the
American Political Science Association, Toronto, September 3,
2009, mentioned page 5

BATHED IN MOROCCAN sunlight beneath a canopy of slender palms, *Marrakech* captures a moment of quiet retreat—intimate, radiant and far from the global stage. The canvas glows with warm pink ochres, green palm fronds and an expansive azure sky, drawing the viewer into a scene both timeless and deeply personal. Widely celebrated as one of the most consequential figures of the twentieth century, Sir Winston Churchill is remembered first and foremost as a statesman, war leader and orator. Yet beyond the realm of politics, Churchill found deep solace and creative renewal in painting. *Marrakech* stands as a rare and intimate expression of that private world, where he laid down the burdens of leadership and picked up the brush in search of colour, peace and personal meaning.

In 1935, Churchill undertook a journey through North Africa, traveling from Cairo to Tunis and on to Marrakesh via Casa-blanca. The trip was undertaken during his years out of office and served primarily as a painting holiday. It was his first encounter with Morocco, inspired in part by the painter Sir John Lavery, who had praised the region's exceptional light. Upon arriving in Marrakesh, Churchill was instantly captivated by the city's colours, radiance and charm. He later wrote, "Here in these spacious palm groves rising from the desert, the traveller may rest assured that he will never find the world dull."¹



Churchill at his painting easel at Chartwell, as appeared on the cover of *Life* magazine, January 7, 1946

Photo: Fremantle / Alamy Stock Photo, HGF9JF

That sense of wonder and renewal permeates *Marrakech*, painted during this formative visit. The canvas captures the ethereal beauty of the city's landscape. It represents a turning point in Churchill's artistic development—moving away from the muted tones of his earlier European scenes towards a richer, more saturated palette influenced by Morocco's warmth and light.

In visual terms, *Marrakech* reveals Churchill's confident yet unpretentious hand. The composition is anchored by warm, sun-drenched buildings, rendered in thick, assured brush-strokes that blend softly into the distant horizon. Three small figures appear



Churchill painting in Marrakesh, Morocco, February 1935
 Photo: Fremantle / Alamy Stock Photo, HGF9DJ

in the foreground, offering a sense of scale and a quiet narrative that gently draws the viewer into the scene. Towering palm trees rise with graceful verticality, their shadows disrupting the horizontal rhythm of the architecture and lending the work a further sense of regional vitality. Beyond, a wide expanse of sky—clear yet understated—floods the background, creating an atmosphere of openness and calm. The handling of light is particularly striking: golden sunlight washes across the facades, casting elongated shadows and infusing the painting with a subtle interplay of movement and timeless stillness. Churchill's palette is rich yet restrained—ochres, siennas, dusty pinks and azure—evoking both the physical heat and psychological serenity of the Moroccan landscape.

Unlike his more tentative early works, here Churchill demonstrates not only a technical evolution but a deepening sensitivity to mood and environment. He paints with clarity and conviction, embracing contrast and compositional rhythm with an artist's eye and a statesman's poise. This artistic evolution aligns Churchill with the work of Henri Matisse, a painter he admired, who also found inspiration in Morocco's luminous aesthetic during his visits to Tangier in the early twentieth century. Though their approaches were stylistically distinct—Matisse's rooted

in Fauvism and abstraction, Churchill's grounded in representational realism—both artists were captivated by the region's saturated colours, intricate architecture and incandescent light.

Matisse's Moroccan sojourns significantly influenced the development of modernist painting, encouraging a move towards expressive colour and simplified form. While Churchill did not seek to innovate in the same way, his Moroccan works reflect an openness to bolder palettes and atmospheric composition—subtle echoes of the broader aesthetic shifts that defined early modern art. For Matisse, Morocco was a catalyst for emotional liberation; for Churchill, it was a sanctuary—a place of mental clarity and visual inspiration away from the burdens of political life.

Churchill's Marrakesh paintings are few in number and each holds exceptional significance, offering rare insight into a deeply personal facet of his life. In contrast to his earlier compositions, which often carry a sense of contemplative restraint, *Marrakech* radiates with sunlit intensity and emotional clarity, capturing not only the city's physical splendour but also the artist's profound sense of renewal. It is a painting not merely of a place, but of a moment of personal restoration, rendered in colour and light by a man temporarily freed from the weight of global affairs.



details



Among these Moroccan works, the most historically significant is undoubtedly *Tower of the Koutoubia Mosque*, painted in 1943 during the Casablanca Conference—a pivotal wartime summit with the US president Franklin D. Roosevelt. Uniquely, it was the only painting Churchill completed during the entirety of the Second World War, and he later gifted it to Roosevelt as a gesture of personal friendship and diplomatic symbolism. Like *Marrakech*, that canvas immortalizes the Moroccan landscape not just as visual inspiration, but as a psychological haven—a place where Churchill could simultaneously reflect, strategize, and reconnect with his creative self in the midst of global conflict.

The journey of *Marrakech* to the Hudson's Bay Company adds another compelling chapter to the story. In 1954, Churchill was appointed Grand Seigneur of the Company of Adventurers of England Trading into Hudson's Bay, an honorary title awarded in recognition of his international stature.² As a gesture of appreciation, Sir Winston agreed to donate a painting earlier gifted to his wife, Lady Clementine Ogilvy Spencer-Churchill, despite his well-known reluctance to part with his canvases. Such donations were exceedingly rare, underscoring the esteem in which Churchill held the Company and the symbolic weight of this canvas.

Today, *Marrakech* is a powerful reminder of Churchill's multi-faceted legacy. It offers a rare window into the inner life of a man more often seen at podiums than palettes, capturing a period of joy, stillness and quiet artistic triumph. With its luminous palette, emotive depth and distinguished provenance, this remarkable canvas is not only a work of art but also a singular piece of twentieth-century history.

We thank Barry Phipps, art historian and Fellow of Churchill College, University of Cambridge, for contributing the above essay.

1. Winston S. Churchill, "Marrakesh: The Most Lovely Spot in the World," *Daily Mail*, January 18, 1936. Churchill's travel dispatch reflects on his impressions during his first visit to Morocco in 1935, part of a broader North African journey. The quote underscores his lasting fascination with Marrakesh's landscape and cultural vibrancy.

2. Churchill also had family ties to the HBC through his ancestor James Churchill, Duke of Marlborough, who had served as the Company's third governor.

ESTIMATE: \$400,000 – 600,000

25 Francis Holman

1729 – 1784 British

Three Hudson's Bay Company Ships in the Thames (King George, Prince Rupert, Sea Horse)

oil on canvas, signed and dated 1771 on a plaque
and on verso titled and dated on the Hudson's Bay
Company Collection label

26 × 59 ½ in, 66 × 151.1 cm

PROVENANCE

Collection of the Hudson's Bay Company, Canada

LITERATURE

Oliver Warner, "Voyaging to York Factory," *The Beaver*,

Winter 1957, painting discussed page 18

Michael D. Woods, "Armourer John Miles at Moose Fort,"

The Beaver, April – May 1986, reproduced page 20

FRANCIS HOLMAN'S *Three Hudson's Bay Company Ships in the Thames* (1771) offers a striking and carefully composed portrait of three key vessels in the service of the Hudson's Bay Company: the *King George*, *Prince Rupert* and *Sea Horse*. In 1771, the three ships rested at Gravesend, east of the Port of London on the Thames, awaiting orders to depart. The *Prince Rupert* was bound for Churchill, the *Sea Horse* for York Factory, and the *King George*, under the command of Captain Joseph Richards, headed to James Bay.

Painted with Holman's characteristic precision and maritime fluency, the scene depicts the ships preparing for the annual transatlantic voyage to Hudson Bay. It is not only a masterwork of British marine painting but also a rare visual document of the logistical infrastructure that sustained the HBC's far-reaching trade network.

In the eighteenth century, the Hudson's Bay Company relied on a small but capable fleet to maintain its operations across the North Atlantic. These ships carried trade goods, supplies and personnel from the Thames to the Company's northern posts in what is now Canada, returning with valuable cargoes of furs. The annual departure of HBC vessels was a critical and carefully timed event, requiring coordination, seaworthy ships and

experienced crews. Holman captures this moment with vivid specificity, showing the ships in varying stages of readiness, their decks alive with movement.

Each vessel depicted played a strategic role in the Company's fleet. The *King George II*, launched in 1761, was one of the larger and more robust ships, designed to navigate the hazardous crossings to York Factory and Fort Prince of Wales. The *Prince Rupert III*, named for one of the HBC's founding figures, was known for its reliability and regular service during the 1770s and 1780s. The *Sea Horse II*, a smaller and more agile vessel, was better suited to navigating the complex and often ice-laden coastal waters of Hudson Bay. Together, these ships formed a core part of the Company's supply chain, enabling sustained trade and seasonal reprovisioning of distant posts.

Holman's composition balances clarity and atmosphere. The ships dominate the foreground, rendered with meticulous attention to detail—from their rigging and ornamentation to the national flags. The subdued London skyline on the horizon serves as a subtle reminder of the commercial and political centre from which these ventures originated. The choice to show three ships in close proximity, at the cusp of departure, reinforces the sense of shared purpose and institutional coordination.

Holman brought both technical accuracy and personal insight into his work. A former seaman himself, he understood the intricacies of naval design and maritime life, and he translated his knowledge into paintings admired for their realism and narrative power. By the early 1770s, he had become one of Britain's most respected marine painters, with clients that included naval officers, merchants and institutions. His works now reside in leading maritime museums and collections, valued for their artistic merit as well as their historical significance.

Three Hudson's Bay Company Ships in the Thames encapsulates both the practical and symbolic dimensions of the HBC's maritime operations. It speaks to the scale and structure of long-distance trade in the eighteenth century and the essential role of shipping in sustaining overseas ventures. Through Holman's expert hand, the painting offers a lasting image of the ships and systems that connected London to Rupert's Land.

ESTIMATE: \$6,000 – 8,000





26 Adrien Hébert

BHG RCA 1890 – 1967

Christmas at Morgan's

oil on canvas, signed and on verso titled on the Hudson's Bay Company Collection label, circa 1936 – 1937

25 × 41 in, 63.5 × 104.1 cm

PROVENANCE

The Honourable Justice Harold Lande, Montreal
Acquired from the above by the Hudson's Bay Company,
April 13, 1970

LITERATURE

Catalogue of the Fifty-Fourth Spring Exhibition, Art Association of Montreal, 1937, listed page 9

"Nearly 500 Works at Spring Exhibit: Art Association's 54th Annual Show Opens with Private Views,"

Gazette (Montreal), March 19, 1937, listed
Reynald, "Le 54e Salon du printemps," *La Presse* (Montreal),
March 20, 1937, page 49

Jean-René Ostiguy, *Adrien Hébert: Thirty Years of His Art, 1923 – 1953*, National Gallery of Canada, 1971, listed
pages 28 and 29

"D'Halifax à Victoria: L'oeuvre d'Adrien Hébert,"

Le Droit (Ottawa), August 18, 1971, page 26
Virginia Nixon, "New Look at Man, His Era in Hébert Retrospective," *Gazette* (Montreal), November 13, 1971, page 51

Zena Cherry, "Scenes Taken before Highway Goes Through," *Globe and Mail* (Toronto), December 23, 1971, listed page 10

The Beaver, Winter 1972, reproduced front cover
Pierre L'Allier, *Adrien Hébert*, Musée du Québec, 1993,
reproduced pages 52 and 161

Adrien Hébert: Parcours, exhibition catalogue for *Adrien Hébert*,
Musée du Québec, 1993, reproduced page 15

Caroline Beaulne, "Adrien Hébert: De la réalité à la représentation; Étude des scènes de rues de Montréal (1925 – 1940)," master's thesis, Université du Québec à Montréal, 2009, listed pages viii, 60, 73, 75, 79, 93, 96, 111, 112 and 122, reproduced pages 94 and 110

EXHIBITED

Art Association of Montreal, *Fifty-Fourth Spring Exhibition*,
March 18 – April 11, 1937, exhibited as *Christmas Spirit*,
catalogue #138

National Gallery of Canada, Ottawa, *Adrien Hébert: Thirty Years of His Art, 1923 – 1953*, August 20 – September 19, 1971,
traveling in 1971 – 1972 to Sir George Williams University,
Montreal; Art Gallery of Hamilton; Centennial Art Gallery,
Halifax; Winnipeg Art Gallery; and the Art Gallery of Greater
Victoria, catalogue #22

Musée du Québec, Quebec City, *Adrien Hébert*, June 16 –
October 3, 1993, catalogue #52

Pointe-à-Callière Museum, Montreal, *St. Catherine Street Makes the Headlines!*, December 6 – April 24, 2010



details

ADRIEN HÉBERT WAS renowned for his modernist style and unique vision, and his impressive oeuvre captured the distinctive energy of urban spaces. His compositions celebrated the bustling atmosphere of Montreal amid the rapid modernization of the twentieth century and highlighted the vitality of its harbours, train stations, markets and city streets.

As the son of Quebec sculptor Louis-Philippe Hébert and the brother of sculptor Henri Hébert, Adrien was exposed to art at a young age, and his fascination with the aesthetics of the everyday world started early. Born in Paris, Hébert is said to have often skipped art classes to observe the boats and passersby along the Seine River. He was inspired by the French Impressionists and would later study at the Art Association of Montreal under esteemed artist William Brymner, who notably encouraged his students to explore modernism in their work.

In 1924, Hébert began to paint the port of Montreal, delighting in its multi-faceted infrastructure and the daily rhythms of the tugboats, cranes, steamers and workers. Hébert's subjects were rare for the time; he moved away from the traditional themes of Quebec regional painting and instead sought to depict the realities of the changing cityscape.

His circa 1936 – 1937 canvas *Christmas at Morgan's* is an exceptional example of Hébert's dedication to capturing the essence of the modern city. Henry Morgan & Company, known colloquially as Morgan's, is widely recognized as the first department store in Canada. The Morgan family was innovative: from relocating their store uptown to Sainte-Catherine Street in 1891 and launching what would become Montreal's primary shopping district to creating eye-catching window displays to draw in patrons, Morgan's was an instrumental part of the city's evolving retail landscape. After decades as a beloved fixture of Montreal, Morgan's was acquired by the Hudson's Bay Company in 1960 and later renamed La Baie.



Hébert masterfully captures the jubilant energy of the season in this charming theatrical vignette, set against the illuminated backdrop of the holiday window. Dancing snowmen figures sway between twinkling trees dressed in festive garlands, casting a warm glow upon the rush of holiday shoppers below. The window is a fantastical counterpoint, a magical realm, in contrast to the realistic muted tones of the crowd, bundled in their winter garb. Hébert highlights small, intimate scenes among the crowd of passersby: families gather on the sidewalk; eager children reach upwards, hoping for a glance at the window; gentlemen wearing hats and wool overcoats animatedly chat to a police officer, while a small dog trots along the snowy sidewalk towards an unsuspecting cluster of birds. The drama of the modern city unfolds as a production before us, and the pedestrians are its players.

This painting was shown at the *Fifty-Fourth Spring Exhibition* at the Art Association of Montreal in 1937 alongside a related work, *The Eaton's Window, Montreal*, which featured a charming holiday image of Montreal crowds taking in the window display of the nearby Eaton's department store. Hébert's scenes were both met with critical acclaim and were praised for their rare subjects and spirited compositions, brimming with the life of the city street.

Christmas at Morgan's not only captures a key architectural landmark of 1930s Montreal but also exemplifies Hébert's quintessential blend of modernism and realism. It stands as a testament to his deep appreciation for the beauty in the dynamic, cacophonous and transitory rhythms of the modern city. Held in the Hudson's Bay Company Collection since the 1970s, this work also speaks to the legacy of two iconic Canadian department stores and their integral role in shaping the fabric of Montreal's urban life.

ESTIMATE: \$40,000 – 60,000



27 Charles Pachter

OC 1942 –

Bay Watch

acrylic on canvas, signed and dated 2011 faintly
and on verso signed, titled and dated 2011
36 × 48 in, 91.4 × 121.9 cm

PROVENANCE

Acquired directly from the Artist by the Hudson's Bay Company,
Canada, 2012

CHARLES PACTER REMAINS one of Canada's most celebrated and prolific contemporary painters, due in no small part to his skill at blending whimsical humour, deft use of colour and an abiding love of Canadiana in his colourful canvases. His imagery has always been irrevocably tied to a sense of the country's identity. Pachter's works exhibit an affectionately playful approach to patriotism, skewering Canada's sense of self and recontextualizing its colonial histories by satirizing and celebrating national imagery in equal measure. Rendered with sharp colour and bold graphics, this is Pop Art in the classic sense, made within (and for) a specifically Canadian context.

His body of work is characterized by repeated use of recognizable subjects that are often potent symbols of Canadian identity or drawn from its long history. These range from the reverential to the lightly iconoclastic: Queen Elizabeth II in full royal finery astride a moose; the national flag flying bravely in a breeze but viewed from the ground; maple leaves arranged to create optical illusions across abstracted blue fields.

These motifs are often presented alongside visual puns or utilizing wordplay—Pachter rarely forgoes the opportunity for an easy joke. On another level, Pachter's humour draws attention to the mutability of many of these signs and symbols, emphasizing their artifice and asking us to reconsider their position as sacred landmarks of a collective national memory. Grounded in this sense of humour and theatricality (if not drama), Pachter's works always maintain an abiding fondness for the shibboleths of Canadian culture.

Pachter's most perennial subject may be his wandering moose. Portrayed in shadow-theatre silhouette, the icon of the Canadian wilderness is typically seen exploring the rugged landscapes and waterways of the country, itself usually reduced to abstracted geometries of colour. Striding along mountain ridges, gazing

wistfully to the horizon, peering over cliffs (or occasionally, haplessly plunging over them), Pachter's quintessential animal becomes something of a curious avatar to explore the breadth of Canada's geographies.

Bay Watch situates the moose in an especially graphic vision of the landscape. Standing on the near shore, the dramatically antlered moose surveys the view across a bay towards the far shadowed hills, elegantly rendered in abstract masses of blue shades. Overarching the scene and blanketing the sky, we see the iconic stripes of the Hudson's Bay Company, in green, red, yellow and indigo on a white background. The colours of the stripes were originally chosen by the British manufacturers of the woolen blankets that made up a major part of the HBC's trade due to the colourfastness and availability of their dyes, but the design soon gained popularity for its recognizable graphic quality. As the HBC developed into a modern retailer beginning in the nineteenth century, the stripes became a favoured symbol of the Company's brand, appearing on all manner of products and visual media. Here, Pachter's colours are shifted to a slightly paler register from the usual pigments, most obviously in the green that leans closer to phthalo or turquoise than a darker emerald. In doing so, he echoes the bluer tones used in the landscape and water—literalizing "The Bay" as an immutable part of the Canadian landscape, with his moose as a witness. Starting in 2013, the HBC produced a collection of merchandise inspired by *Bay Watch*, reproducing the image across a series of mugs, blankets, throw cushions and tea towels.

It is perhaps notable that Pachter's Toronto studio is known as the Moose Factory. A clear reference to Andy Warhol's famous Factory studio in New York, here reincarnated as the locus for creating Pachter's characters, the name also recalls the community of the same name located on the southwestern edge of James Bay. Explored in 1671 by Pierre-Esprit Radisson and founded two years later, on traditional Mòsonîw Ililiw (Cree) lands, Moose Factory was the second HBC trading post to be established in North America, following Fort Charles in 1668. Here, "factory" referred to the HBC's factors, the agents and merchants who administered the Company's trading networks across the continent. By recalling this etymology, Pachter, however unintentionally, aligns himself with the long tradition of the production of a particularly Canadian identity.

ESTIMATE: \$15,000 – 25,000

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A. DEFINED TERMS

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

9. **Buyer**
The Buyer is the person, corporation or other entity or such entity's agent who bids successfully on the Lot at the auction sale;
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The Purchase Price is the Hammer Price and the Buyer's Premium, applicable Sales Tax and additional charges and Expenses, including expenses due from a defaulting Buyer;
11. **Buyer's Premium**
The Buyer's Premium is the amount paid by the Buyer to the Auction House on the purchase of a Lot, which is calculated on the Hammer Price as follows: a rate of twenty-five percent (25%) of the Hammer Price of the Lot up to and including \$25,000; plus twenty percent (20%) on the part of the Hammer Price over \$25,000, plus applicable Sales Tax;
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13. **Registered Bidder**
A Registered Bidder is a bidder who has fully completed the registration process, provided the required information to the Auction House and has been assigned a unique paddle number for the purpose of bidding on Lots in the auction;
14. **Proceeds of Sale**
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- d) The Auction House shall have absolute discretion in settling any dispute in determining the successful bidder;
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- f) Every Registered Bidder shall be deemed to act as principal unless the Auction House has acknowledged in writing at least two (2) business days prior to the date of the auction that the Registered Bidder is acting as an agent on behalf of a disclosed principal and such agency relationship is acceptable to the Auction House;
- g) In order to become a Registered Bidder, the registration process shall be completed in full, and the required information shall be provided to the Auction House. Every Registered Bidder will be assigned a unique paddle number (the "Paddle") for the purpose of bidding on Lots in the auction. Those interested in bidding in the live auction via telephone bid, absentee bid or through the Digital Saleroom shall register at least two (2) business days in advance of the auction. For online auctions, a password will be created for use only in current and future online auctions. This online registration procedure does not allow for participation in the live auction and may require up to two (2) business days to complete;
- h) Every Registered Bidder acknowledges that once a bid is made with their Paddle, or Paddle and password, as the case may be, it may not be withdrawn without the consent of the Auctioneer, who, in their sole discretion, may refuse such consent; and
- i) Every Registered Bidder agrees that if a Lot is Knocked Down on their bid, they are bound to purchase the Lot for the Purchase Price.

3. Buyer's Price

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- a) The Buyer shall:
 - (i) unless they have already done so, provide the Auction House with their name, address and banking or other suitable references as may be required by the Auction House; and
 - (ii) make payment by 4:30 p.m. on the seventh (7th) day following the auction by: a) Bank Wire direct to the Auction House's account, b) Certified Cheque or Bank Draft, c) Personal or Corporate Cheque, d) Debit Card and Credit Card only by Visa, Mastercard or Union Pay or e) Interac e-Transfer. Bank Wire payments should be made to the Royal Bank of Canada as per the account transit details provided on the invoice. All Certified Cheques, Bank Drafts and Personal or Corporate Cheques must be verified and cleared by the Auction House's bank prior to all purchases being released. Credit Card payments are subject to our acceptance and approval and to a maximum of \$5,000 if the Buyer is providing their Credit Card details by fax or to a maximum of \$25,000 per Lot purchased if paying online or if the Credit Card is presented in person with valid identification. A two percent (2.00%) Convenience Fee will apply to all Credit Card payments. In all circumstances, the Auction House prefers payment by Bank Wire.
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- a) All representations or statements made by the Auction House, or in the Consignment Agreement, or in the catalogue or other publication or report as to the authorship, origin, date, age, size, medium, attribution, genuineness, provenance, condition or estimated selling price of the Lot are statements of opinion only. The Buyer agrees that the Auction House shall not be liable for any errors or omissions in the catalogue or any supplementary material produced by the Auction House;
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- 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.

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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 Sale-room, on behalf of the prospective Buyer, and the prospective Buyer hereby agrees that neither the Auction House nor its employees nor agents shall be liable to either the Buyer or the Consignor for any neglect or default in making such a bid.

12. Export Permits

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

C. THE CONSIGNOR

1. The Auction House

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

2. Warranties and Indemnities

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

of not less than five (5) years the documentation and records evidencing the due diligence;

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

3. Reserves

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

4. Commission and Expenses

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

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

5. Insurance

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

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

6. Payment of Proceeds of Sale

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

7. Collection of the Purchase Price

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

8. Charges for Withdrawn Lots

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

9. Unsold Lots

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

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

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

10. Consignor's Sales Tax Status

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

11. Photographs and Illustrations

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

- a) reproduce (by illustration, photograph, electronic reproduction, or any other form or medium whether presently known or hereinafter devised) any work within any Lot given to the Auction House for sale by the Consignor; and

- b) use and publish such illustration, photograph or other reproduction in connection with the public exhibition, promotion and sale of the Lot in question and otherwise in connection with the operation of the Auction House's business, including without limitation by including the illustration, photograph or other reproduction in promotional catalogues, compilations, the Auction House's Art Index, and other publications

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

D. GENERAL CONDITIONS

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

applicable therein. Any dispute, controversy or claim arising out of, relating to, or in connection with this Agreement, or the breach, termination, or validity thereof (“Dispute”), shall be submitted 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>	PPCM	Pen and Pencil Club, Montreal
AANFM	Association des artistes non-figuratifs de Montréal	PRCA	President Royal Canadian Academy of Arts
AAP	Association des arts plastiques	PSA	Pastel Society of America
ACM	Arts Club of Montreal	PSC	Pastel Society of Canada
AGA	Art Guild America	PY	Prisme d'yeux
AGQ	Association des graveurs du Québec	QMG	Quebec Modern Group
AHSA	Art, Historical and Scientific Association of Vancouver	R5	Regina Five 1961 – 1964
ALC	Arts and Letters Club	RA	Royal Academy
AOCA	Associate Ontario College of Art	RAAV	Regroupement des artistes en arts visuels du Québec
ARCA	Associate Member Royal Canadian Academy of Arts	RAIC	Royal Architects Institute of Canada
ASA	Alberta Society of Artists	RBA	Royal Society of British Artists
ASPWC	American Society of Painters in Water Colors	RCA	Royal Canadian Academy of Arts <i>founded in 1880</i>
ASQ	Association des sculpteurs du Québec	RI	Royal Institute of Painters in Watercolour
AUTO	Les Automatistes	RMS	Royal Miniature Society
AWCS	American Watercolor Society	ROI	Royal Institute of Oil Painters
BCSA	British Columbia Society of Artists	RPS	Royal Photographic Society
BCSFA	British Columbia Society of Fine Arts <i>founded in 1909</i>	RSA	Royal Scottish Academy
BHG	Beaver Hall Group, Montreal 1920 – 1922	RSC	Royal Society of Canada
CAC	Canadian Art Club	RSMA	Royal Society of Marine Artists
CAS	Contemporary Arts Society	RSPP	Royal Society of Portrait Painters
CC	Companion of the Order of Canada	RWS	Royal Watercolour Society
CGP	Canadian Group of Painters 1933 – 1969	SAA	Society of American Artists
CH	Companion of Honour Commonwealth	SAAVQ	Société des artistes en arts visuels du Québec
CM	Member of the Order of Canada	SAP	Société des arts plastiques
CPE	Canadian Painters–Etchers' Society	SAPQ	Société des artistes professionnels du Québec
CSAA	Canadian Society of Applied Art	SC	The Studio Club
CSGA	Canadian Society of Graphic Artists <i>founded in 1905</i>	SCA	Society of Canadian Artists 1867 – 1872
CSMA	Canadian Society of Marine Artists	SCPEE	Society of Canadian Painters, Etchers and Engravers
CSPWC	Canadian Society of Painters in Water Colour <i>founded in 1925</i>	SSC	Sculptors' Society of Canada
EGP	Eastern Group of Painters	SWAA	Saskatchewan Women Artists' Association
FBA	Federation of British Artists	TCC	Toronto Camera Club
FCA	Federation of Canadian Artists	TPG	Transcendental Painting Group 1938 – 1942
FRSA	Fellow of the Royal Society of Arts	WAAC	Women's Art Association of Canada
G7	Group of Seven 1920 – 1933	WIAC	Women's International Art Club
IAF	Institut des arts figuratifs	WS	Woodlands School
IWCA	Institute of Western Canadian Artists	YR	Young Romantics
LP	Les Plasticiens		Denotes that additional information on this lot can be found on our website at www.heffel.com
MSA	Montreal Society of Arts	ø	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.
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 <i>founded in 1872</i>		
P11	Painters Eleven 1953 – 1960		
PDCC	Print and Drawing Council of Canada		
PNIAI	Professional Native Indian Artists Incorporation		
POSA	President Ontario Society of Artists		

CATALOGUE TERMS

These catalogue terms are provided for your guidance:

CORNELIUS DAVID KRIEGHOFF

In our best judgment, a work by the artist.

ATTRIBUTED TO CORNELIUS DAVID KRIEGHOFF

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

STUDIO OF CORNELIUS DAVID KRIEGHOFF

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

CIRCLE OF CORNELIUS DAVID KRIEGHOFF

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

MANNER OF CORNELIUS DAVID KRIEGHOFF

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

AFTER CORNELIUS DAVID KRIEGHOFF

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

NATIONALITY

Unless otherwise noted, all artists are Canadian.

SIGNED / TITLED / DATED

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

BEARS SIGNATURE / BEARS DATE

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

DIMENSIONS

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

PROVENANCE

Is intended to indicate previous collections or owners.

CERTIFICATES / LITERATURE / EXHIBITED

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

ESTIMATE

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

HEFFEL'S CODE OF BUSINESS CONDUCT, ETHICS AND PRACTICES

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

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

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

HEFFEL GALLERY LIMITED

David K.J. Heffel

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

Robert C.S. Heffel

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

ANNUAL SUBSCRIPTION FORM

Please complete this Annual Subscription Form to receive our twice-yearly *Auction Catalogues*. By submitting this form, I am indicating that I understand and acknowledge the *Terms and Conditions of Business* printed in the Heffel catalogue.

To order, return a copy of this form with a cheque payable to:

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2247 Granville Street
Vancouver, BC, Canada V6H 3G1
Tel 604-732-6505 · Toll free 1-888-818-6505
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CVV NUMBER

SIGNATURE

DATE

DIGITAL COMMUNICATION CONSENT

I agree to receive e-mails and SMS notifications from Heffel.

COLLECTOR PROFILE FORM

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

Artists of Particular Interest in Purchasing

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

8 _____

Artists of Particular Interest in Selling

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

8 _____



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** REGISTERED BUSINESS NAME (AS APPLICABLE)

DATE OF BIRTH (IF BIDDING AS AN INDIVIDUAL)

ADDRESS **OR** REGISTERED BUSINESS ADDRESS (AS APPLICABLE)

CITY PROVINCE/STATE, COUNTRY

POSTAL CODE E-MAIL ADDRESS

CELLULAR PHONE HOME PHONE

OFFICE PHONE FAX

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, 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*, including any amendments in the *Priority Special Terms & Conditions of Business* and *Saleroom Announcements*, as printed in the Heffel catalogues and published on Heffel.com.

SIGNATURE DATE

DATE RECEIVED (FOR OFFICE USE ONLY)

CONFIRMED (FOR OFFICE USE ONLY)

DIGITAL COMMUNICATION CONSENT

I agree to receive e-mails and SMS notifications from Heffel.

Please view our General Bidding Increments as published by Heffel.

Lot Number	Lot Description	Maximum Bid
numerical order	artist	Hammer Price \$ CAD (excluding Buyer's Premium)

1

2

3

4

5

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 OFFICER

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** REGISTERED BUSINESS NAME (AS APPLICABLE)

DATE OF BIRTH (IF BIDDING AS AN INDIVIDUAL)

ADDRESS **OR** REGISTERED BUSINESS ADDRESS (AS APPLICABLE)

CITY PROVINCE/STATE, COUNTRY

POSTAL CODE E-MAIL ADDRESS

TELEPHONE NO. TO CALL

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, 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*, including any amendments in the *Priority Special Terms & Conditions of Business* and *Saleroom Announcements*, as printed in the Heffel catalogues and published on Heffel.com.

SIGNATURE DATE

DATE RECEIVED (FOR OFFICE USE ONLY)

CONFIRMED (FOR OFFICE USE ONLY)

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numerical order	artist	Hammer Price \$ CAD (excluding Buyer's Premium)

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NAME OF BANK BRANCH LOCATION

NAME OF ACCOUNT OFFICER TELEPHONE

E-MAIL ADDRESS OF ACCOUNT OFFICER

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

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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** REGISTERED BUSINESS NAME

PLEASE PRINT

ADDRESS **OR** REGISTERED BUSINESS ADDRESS

CITY

PROVINCE/STATE, COUNTRY

POSTAL CODE

CELLULAR PHONE

HOME PHONE

OFFICE PHONE

E-MAIL ADDRESS

DATE OF BIRTH (APPLICABLE WHEN BIDDING AS AN INDIVIDUAL)

☐ **EXISTING HEFFEL.COM USERS**

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, plus applicable Sales Tax. I understand and acknowledge all successful bids are subject to the *Terms and Conditions of Business*, including any amendments in the *Priority Special Terms & Conditions of Business* and *Saleroom Announcements*, as printed in the Heffel catalogues and published on Heffel.com.

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 I agree 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. Please contact the Shipping Department at 1-888-818-6505 for questions.

SHIPPING METHOD (CHOOSE OPTION A, B OR C)

Option A

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

- ☐ Heffel Vancouver ☐ Heffel Calgary
☐ Heffel Montreal ☐ Heffel Toronto

PACKING METHOD

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

Option B

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

RECIPIENT'S NAME

ADDRESS

CITY

PROVINCE/STATE, COUNTRY

POSTAL CODE

E-MAIL ADDRESS

CELLULAR PHONE

HOME PHONE

OFFICE PHONE

TAX ID (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.*

All customs duties, import taxes and related charges are the sole responsibility of the buyer. Heffel is not liable for any such fees or delays related to international shipping or customs clearance.

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

PROPERTY INFORMATION

Lot Number

in numerical order

Property Description

artist / title

1

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:

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

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

PACKING OPTIONS

Soft packed

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

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

Hard packed (Custom Crate)

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

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

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

SHIPPING TRANSPORTATION CARRIER OPTIONS

Heffel may periodically offer consolidated ground shipments between Heffel’s offices in Vancouver, Calgary, Toronto and Montreal. Consolidated rates, in addition to the Packing Options outlined above, between our offices are as follows. All fees are exclusive of applicable taxes.

Regional (maximum range of two provinces)

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

National

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

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W.S.C