

TERMS AND CONDITIONS

1. Any description issued by the auctioneer of an article to be sold is subject to variation to be posted or announced verbally in the auction room prior to the time of sale. While the auctioneer has endeavored not to mislead in the description issued, and the utmost care is taken to ensure the correct cataloguing of each item, such descriptions are purely statements of opinion and are not intended to constitute a representation to the prospective purchasers and no warranty of the correctness of such description is made. An opportunity for inspection of each article is offered prior to the time of sale. No sale will be set aside on account of lack of correspondence of the article with its description or its reproduction, if any, whether colour or black and white. Some lots are of an age and/or nature, which preclude their being in pristine condition, and some catalogue descriptions make reference to damage and/or restoration. The lack of such a reference does not imply that a lot is free from defects nor does any reference to certain defects imply the absence of others. It is the responsibility of prospective buyers to inspect or have inspected each lot upon which they wish to bid, relying upon their own advisers, and to bid accordingly.
2. Each lot sold is subject to a premium of 15% of the successful bid price of each lot. A premium of 20% on each lot for all successful absentee, telephone and internet bids will be added as part of the purchase price.
3. Unless exempted by law, the buyer is required to pay Ontario Retail Sales Tax and Federal Goods and Services Tax on the total purchase price including the buyer's premium.
4. The auctioneer reserves the right to withdraw any lot from sale at any time, to divide any lot or to combine any two or more lots at his/her sole discretion, all without notice.
5. The auctioneer has the right to refuse any bid. The auctioneer reserves the right not to accept and not to reject any bid. Without limitation, any bid which is not commensurate with the value of the article offered, or which is merely a nominal or fractional advance over the previous bid may not be recognized.
6. Each lot may be subject to an unpublished reserve, which may be changed at any time by agreement between the auctioneer and the consignor. The auctioneer may bid, or direct an employee to bid, on behalf of the consignor as agreed between them. In addition, the auctioneer may accept and submit absentee, telephone and internet bids, to be executed by an employee of the auctioneer, pursuant to the instructions of prospective buyers not in attendance at the auction.
7. The highest bidder accepted by the auctioneer for any lot shall be the buyer and such buyer shall forthwith assume full risk and responsibility for the lot and must comply with such other Conditions of Sale as may be applicable. If any dispute should arise between bidders the auctioneer shall have the absolute discretion to designate the buyer or, at his/her option, to withdraw any disputed lot from the sale, or to re-offer it at the same or a subsequent auction. The auctioneer's decision in all cases shall be final.
8. Immediately after the purchase of a lot, the buyer shall pay or undertake to the satisfaction of the auctioneer with respect to payment of the whole or any part of the purchase price requested by the auctioneer, failing which the auctioneer in their sole discretion may cancel the sale, with or without re-offering the item for sale.
9. The buyer shall pay for and take away all lots on the date of the auction, after which a late charge of 2% per month on the total invoice may be incurred or the auctioneer, in his/her sole discretion, may cancel the sale.
10. Each lot purchased, unless the auction is cancelled as above, shall be held at the premises of the auctioneer or at a public warehouse at the sole risk of the buyer until fully paid for and taken away.

11. Payment for purchases must be by cash, certified cheque, travelers cheque, Interac, VISA or MasterCard. Credit cards must be presented in person by the cardholder. PayPal payment will be accepted for internet bids, providing an invoice has been sent to you via PayPal payment services.
12. In the event of failure to pay for or remove articles within the aforementioned time limit, the auctioneer, without limitation of the rights of the consignor and the auctioneer against the buyer, may resell any of the articles affected, and in such case the original buyer shall be responsible to the auctioneer and the consignor for:
 - (a) any deficiency in price between the re-sale amount and the amount to have been paid by the original buyer;
 - (b) any reasonable charge by the auctioneer for the storage of such articles until payment and removal by the subsequent buyer;and
 - (c) the amount of commission which the auctioneer would have earned had payment been made in full by the original buyer.
13. It is the responsibility of the buyer to make all arrangements for insuring, packing and removing the property purchased and any assistance by the auctioneer or their employees, agents or contractors, in packing or removal shall be rendered as a courtesy and without any liability to them.
14. The auctioneer acts solely as agent for the consignor and makes no representation as to any attribute of, title to, or restriction affecting the articles consigned for sale. Without limitation, the buyer understands that any item bought may be affected by the provisions of the Cultural Property Export Act (Canada).
15. The auctioneer reserves the right to refuse admission to the auction or to refuse to recognize any or all bids from any particular person or persons at any auction.

GLOSSARY AND EXPLANATION OF CATALOGING PRACTICES

Terms below are used in this catalogue for your guidance, but are not warranties, with the meanings ascribed to them below. While the use of these terms is based upon careful study, A Touch of Class and the seller assume no risk, liability or responsibility for the authentication or authorship of any lot in this catalogue described by these terms.

The description of each lot, however, is an opinion only. Some lots are of an age and/or nature, which preclude their being in pristine condition and some catalogue descriptions make reference to damage and/or restoration. The lack of such a reference does not imply that a lot is free from defects nor does any reference to certain defects imply the absence of others. Such information is provided for guidance only and the condition of any lot and the nature and extent of any damage or restoration should be confirmed by examination prior to the auction. In this regard you are requested to read condition 1 of the Conditions of Sale.

Artists name or recognized designation: In our opinion a work by the artist. Although this is the highest category of authenticity it is made without qualification as to authorship.

Attributed to: In our opinion a work of the period of the artist which may be in whole or part the work of the artist.

Studio of: In our opinion a work executed in the studio of the artist by an unknown hand, possibly under his supervision.

Circle of: In our opinion a work of the period of the artist and showing his influence.

Follower of: In our opinion a work executed in the artists style but not necessarily by a pupil or follower of the artist.

Manner of: In our opinion a work executed in the artists style and probably of a later period.

After: In our opinion a copy of a work of the artist of any date.

Signed/Dated/Inscribed: In our opinion the work has been signed/dated/inscribed by the artist. The inclusion of a question mark indicates some doubt.

Bears Signature/Bears Date: In our opinion the signature/date is by a hand other than that of the artist.

Certificates/Literature: Any reference to certificates or literature represents the opinion of the authority or author(s) shown.

Provenance: Is intended to indicate previous collections or owners, other than the present.

Framing: All lots are framed unless otherwise indicated.

Measurements: Height precedes width in all measurements. Measurements are shown in inches, followed by centimeters, and an overall frame size shown in inches.

CATALOGUE ABBREVIATIONS KEY:

Societies -

ALC	Arts and Letters Club
CAC	Canadian Art Club
CGP	Canadian Group of Painters 1933-1969
CPE	Canadian Painters – Etcher's Society
CSAA	Canadian Society of Applied Art
CSGA	Canadian Society of Graphic Artists
CSMA	Canadian Society of Marine Artists
CSPWC	Canadian Society of Painters in Watercolour
FCA	Federation of Canadian Artists
G7	Group of Seven 1920-1933
NFAAM	Non-Figurative Artist's Association of Montreal
NSSA	Nova Scotia Society of Artists
OC	Order of Canada
OIP	Ontario Institute of Painters
OSA	Ontario Society of Artists
RA	Royal Academy
RAIC	Royal Architects Institute of Canada
RBA	Royal Society of British Artists
RCA	Royal Canadian Academy of Arts
ROI	Royal Institute of Oil Painters, London, England
RPS	Royal Photographic Society
RSA	Royal Scottish Academy
SAP	Societe des Arts Plastiques
SC	The Studio Club
SCA	Society of Canadian Artists
TCC	Toronto Camera Club
P	before Society indicates President
A	before Society indicates Associate

Galleries -

AGO	Art Gallery of Ontario
CWM	Canadian War Museum, Ottawa
EAG	Edmonton Art Gallery
McCM	McCord Museum, McGill University, Montreal
NAC	National Archives of Canada
NGC	National Gallery of Canada
OCA	Ontario College of Art
PABC	Provincial Archives of British Columbia, Victoria
ROM	Royal Ontario Museum
VAG	Vancouver Art Gallery