



ABSENTEE BID

or

TELEPHONE BID

FOR OFFICE USE ONLY

SALE TITLE:

Discovery Auction

- Check if you are a first-time bidder
- Check if this is a change of address

SALE DATE:

January 24 & 25, 2012

* If using a cell phone for a telephone bid, a safety bid is **required** in case of lost connection.

YOUR NAME

BUSINESS NAME

ADDRESS

CITY

PROVINCE/STATE

POSTAL/ZIP CODE

* PHONE

ALTERNATE PHONE

FAX

E-MAIL ADDRESS

BIDDING INCREMENTS: The auctioneer may vary the increments at his/her discretion.									
\$0-200	\$10	\$500-1,000	\$50	\$2,000-5,000	\$250	\$10,000-20,000	\$1,000	\$50,000-100,000	\$5,000
\$200-500	\$25	\$1,000-2,000	\$100	\$5,000-10,000	\$500	\$20,000-50,000	\$2,500	\$100,000+	\$10,000

Lot Number <small>In Numerical Order</small>	Lot Name / Description	Top Bid Amount <small>Excluding Buyer's Premium</small>	Plus One <small>(See Note 3)</small>
			<input type="checkbox"/> YES
			<input type="checkbox"/> YES
			<input type="checkbox"/> YES
			<input type="checkbox"/> YES
			<input type="checkbox"/> YES
			<input type="checkbox"/> YES
			<input type="checkbox"/> YES
			<input type="checkbox"/> YES
			<input type="checkbox"/> YES
			<input type="checkbox"/> YES

Absentee and telephone bids must be submitted by 9 p.m. (Eastern) the evening before the auction.

1. Telephone bids will only be accepted on lots with a low estimate of \$500 and above. You must be prepared to bid at least to the low estimate.

2. Absentee bidding is a service provided with the understanding that the Auctioneer shall not be responsible for errors and/or omissions. Changes to bids on the day of sale should be avoided whenever possible and must be agreed to and accepted in writing.

3. Absentee bids are executed in competition with the audience, on an alternate basis. Due to the uncertainties of bidding patterns, a lot may sell to the audience for the same amount or slightly less than your bid. To avoid this possibility, you may authorize us to increase your bid by one increment by marking the YES box in the Plus One column.

4. Buyers new to the Auctioneer are advised to arrange payment or supply credit references in advance of the sale date. Otherwise, purchases cannot leave our premises until cheques have cleared.

5. A 25% deposit may be required on certain absentee bids.

6. The buyer's premium for this auction is set at 17%.

7. PLEASE NOTE: Lot descriptions do not include details regarding damage, repairs or restorations to items. The absence from the description of any such notes must not be taken to imply that the lot is in perfect condition. Condition reports are provided on request.

I understand and accept the **Terms and Conditions of Sale** as shown on the next pages (and also on Walker's website).

Please charge any successful purchase(s) above to my credit card and send me the receipt.

X Signature (REQUIRED) _____

PLEASE FAX THIS FORM TO +613-224-6329

View the auction catalogue online at www.walkersauctions.com

WALKER'S FINE ART & ESTATE AUCTIONEERS

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TERMS AND CONDITIONS

1. The term "Auctioneer", wherever used in this catalogue, means Walker's Fine Art & Estate Auctioneers Inc.
2. Prospective bidders should inspect the property before bidding to determine its size, condition and whether or not it has been repaired, restored or altered. We strongly recommend that all lots be viewed personally. Imperfections are not necessarily stated in any version of the auction catalogue, however, specific condition reports are provided upon request. (All statements are solely the opinion of the Auctioneer who is neither a professional restorer nor conservator).
3. The Auctioneer has made a reasonable attempt to ensure accuracy in the description of every lot to be sold. However, guarantee is not made as to the correctness of the catalogue entries and no sale shall be set aside on account of any imperfections not noted. Each lot is sold on an "AS IS," "WHERE IS" basis.
4. All bids are per lot as listed in the catalogue. However, the Auctioneer reserves the right to divide or join lots, without prior warning, as they may see fit upon announcement of same.
5. The Auctioneer reserves the right to withdraw or add to the items as listed in prepared catalogues without notice.
6. The Auctioneer has the right to advance the bidding at their absolute discretion. The highest bidder is to be deemed the Buyer. If a dispute arises, the Auctioneer may, at their discretion, resell the lot or announce a decision immediately. The Auctioneer may refuse to accept a bid from any individual or party at their absolute discretion. The Auctioneer has the right to restrict attendance or participation in the auction rooms or during preview or to any party without explanation.
7. Title to the offered lot immediately passes to the highest bidder upon full payment by the Buyer to the Auctioneer, however the Buyer assumes full risk and responsibility from the fall of the auction hammer.
8. All lots are sold by the Auctioneer with all faults and defects, with all errors of description and are to be paid for whether genuine and authentic or not. No compensation shall be paid for same.
9. Notwithstanding the previous conditions of sale, if within (14) fourteen days after the auction the Buyer gives notice in writing to the Auctioneer that the lot sold is a deliberate forgery and within (7) seven days of such notification the Buyer returns the same to the Auctioneer in the same condition as at the time of sale and satisfies the Auctioneer that the claim is justified, pursuant to any special requests the Auctioneer may make, then the sale of the lot will be rescinded and the purchase price, Buyer's premium & sales tax on the purchase price of the same will be refunded. All action and decisions made by the Auctioneer are final and will not be influenced by the opinion of either the seller or Buyer. (All packing, handling, customs fees, taxes, insurance, valuations, opinions, lodging or travel directly or indirectly related to any returned & refunded lots will be the sole responsibility of the Buyer and no compensation will be paid for same). Any judicial proceedings deemed necessary to resolve a dispute or claim will be settled in the Province of Ontario, jurisdiction of Ottawa.
10. The Auctioneer shall have the right to bid or commission their staff to bid on behalf of any consignor up to the reserve price if applicable, but not above.
11. Each lot is sold subject to a Buyer's premium payable by all Buyers in addition to the purchase price. This premium is expressed as a percentage of the purchase (hammer) price and varies according to type of auction and whether bidding is live, absentee, telephone or by internet. Refer to either our website or the absentee bid form for the specific auction to determine the actual amount of the Buyer's premium. This premium is also announced by the Auctioneer at the start of each auction.
12. The Buyer must pay Ontario Harmonized Sales Tax (HST - 13%) on the total purchase price (aggregate of hammer price & Buyer's premium) if the Buyer takes possession of their purchase at the time of the auction, or if they are resident in Ontario and have their purchase shipped to a location in Ontario, or if they pick up their purchase at the Auctioneer's offices in Ottawa after the sale. If the Buyer is from another province in Canada and have their purchase shipped to them by registered carrier, then the appropriate HST/GST applicable to their province will be charged. Buyers not resident in Canada are exempt from paying HST or GST on the purchase price of property IF the lot(s) is shipped by registered carrier directly from the Auctioneer to the Buyer's address outside of Canada.
13. Payment is to be made by pre-approved cheque, Visa, MasterCard, Interac or wire transfer, within 72 hours (3 business days) after the auction ends. We charge a \$50 administration fee for each wire transfer. Property is released only after funds have cleared our bank. Local purchases must be removed immediately after the sale provided payment has been received by the Auctioneer. Items sold to foreign and non-local Buyers will be transported to our offices where they must be removed within three (3) working days. Buyers not known to the Auctioneer are required to provide financial and banking details at least three (3) days prior to the auction. The Auctioneer will send an invoice by email or fax after the auction but your credit card may be used immediately to settle your purchase account. A maximum of \$20,000 per client per auction may be paid using a credit card if presenting the card in person with photo identification; \$5,000 is the maximum for fax authorized credit card payment within North America.
14. If the Buyer's account is not settled in full with regard to fore-mentioned conditions, then a finance charge of 5% per month above the Bank of Canada base rate will be applied to the purchase price until settled in addition to a 2% monthly charge for storage and insurance. If in the opinion of the Auctioneer the lot or lots must be resold then any deficiencies or handling charges against same will be charged to the original Buyer.
15. In order to export certain property from Canada, a Cultural Property Export Permit may be required. Various objects and values are affected and it is incumbent on a prospective Buyer to fully understand any restrictions prior to sale. It is the Buyer's responsibility to obtain the required permit(s). No sale shall be rescinded if a Cultural Property Export Permit cannot be obtained.
16. Under the CITES (the Convention on International Trade in Endangered Species of Wild Fauna and Flora) agreement, items offered for sale which contain restricted materials such as ivory, tortoiseshell, whalebone, sealskin, rhinoceros horn or other animal parts are not allowed by law to leave Canada or to be imported to most countries. It is the Buyer's responsibility to verify whether this restriction applies to their purchases prior to bidding. No sale shall be rescinded if the Buyer is remiss in this regard. You must ensure that you have reviewed your country's laws before you purchase or ship any works made from, or containing parts made from, these restricted materials. It is your responsibility to obtain any necessary permits. We encourage you to visit the CITES website www.cites.org.
17. Pre-sale auction estimates are educated approximations based upon the sale of similar items. These are not necessarily selling prices, as the final bid may be above or below any estimate.
18. Persons attending a preview, the auction or collecting goods, assume all risks of damage of or loss to person and property and specifically release the Auctioneer from liability. Neither the Auctioneer nor his principle shall be liable by reason of any defect in or condition of the premises on which the sale is held.
19. Registration: All bidders are required to provide full name, address, phone number(s) and postal code in addition to government issued photo identification. The registrant is fully and solely responsible for all bids placed using their bidding number. Registered Buyers are not permitted to bid for third parties or to transfer purchased lots from one account to another. The Auctioneer reserves the right to determine credit worthiness prior to registering a Buyer and may require banking or credit information and/or credit card information when doing so.
20. Once the Buyer's account is settled, the Buyer then has the responsibility for arranging packing and shipping of their purchases. This transaction is separate from the purchase transaction.
21. The Auctioneer offers a packing and shipping service as a service to its Buyers. This is an optional service and Buyers should feel free to have others handle their packing and shipping needs. Our packing and shipping service is provided on a 'Best Efforts' basis and turnaround times will vary depending on the volume of lots sold during the various times of the year. There will be fees for this service and the Auctioneer or handler will proceed only at the Buyer's risk and expense. Please inquire directly with the Auctioneer for a packing/shipping/insurance quote prior to sale. Customs, Duty and brokerage fees as assessed by Government or third party firms are separate from any shipping quote the Auctioneer may provide and are the sole responsibility of the Buyer. Lots damaged in transit as a result of Customs or Government inspection or improper repacking are not covered by any insurance offered by the Auctioneer or shipper regardless if insurance has been paid for or not.
22. All bidders and others attending this sale agree that they have read and have full knowledge of these Terms and Conditions of Business and agree to be bound by same.



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CREDIT CARD AUTHORIZATION
For Items Purchased

Cardmember Name
Address
City, Prov, Pcode
Phone #

Credit Card Type VISA [] MASTERCARD []

Credit Card Number
Expiry Date

CV/Security # (on back)

Exact Name on Card

\$ Amount Authorized (Canadian \$)

Cardmember Signature:

Date:

Cardmember acknowledges they have purchased items from Walker's Auctions in the amount shown above and agrees to perform the obligations set forth in the cardmember agreement with the credit card issuer. All items sold by Walker's Auctions are in "AS IS" condition and purchases are bound by Walker's "Conditions of Business". Other fees associated with the transport of purchased items such as, but not limited to, packing, insurance, shipping charges, etc. are not included in the amount shown above.

If you wish us to keep this credit card on file for future auction purchases or shipping charges please indicate this by writing 'YES' in the box to the right.

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