1. General Terms.

All Bidder(s) at the Auction acknowledge and agree that the following General Terms shall apply at all times to the conduct of the Auction:

a. The Auction is to be held by phone/email/internet and/or fax. Absentee Bid Closing Date: Friday, August 23, 2019 at 5:00 p.m. Pacific Time. Absentee Bids will be executed over EarlyAmerican.com on Saturday, August 24, 2019 beginning at 9:00 a.m. Pacific Time. The above schedule is subject to change in accordance with the regulations of the State of California and the City of San Diego.

b. Any Bid at the Auction automatically constitutes acceptance by the Bidder, and is deemed to incorporate by reference these General Terms and Conditions.

3. Bidder Registration Required.

All Bidder(s) at the Auction acknowledge and agree, as a condition to the acceptance of a Bid by the Auctioneer, that:

a. No Bidder(s) shall, or may, accept the full amount of any credit for any statement, representation, or affirmation made at the Auction, or in the Catalog, or in any terms that may be contained in the Catalog or any announcements and/or documentation.

b. The Auctioneer reserves the right to refuse any person from bidding at the Auction, the Auctioneer’s decision shall be considered absolute and final.

c. No “Unlimited” or “Buy Bid(s) will be accepted by the Auctioneer at the Auction.

d. Any announcements made in the Auktlon Catalog and/or on the day of the Auction shall have the right to offset any sums due to the Bidder(s) including interest and costs of collection, attorney's fees and costs incurred by the Auctioneer to collect on any past due accounts.

4. Prices, Payment and Delivery.

All Bidder(s) at the Auction acknowledge and agree, as a condition to the acceptance of a Bid by the Auctioneer, that:

a. All payment(s) for Merchandise shall be made by check, money order, cashier’s check or bank wire, credit card, or charge to those credit cards that do not have below fifty percent (50%) of the “Hammer Price” if such Bid is placed through any other selected outside auction service including Invaluable.com and LiveAuctioneers.com. Failure to make payment on the day of the Auction, or to provide all necessary information to a successful Bidder(s) to make payment, will result in a 1% penalty. Failure to make payment, require before such Bid(s) will be accepted; it being understood that deposits(s) submitted will be applied towards purchases and any remaining deposit(s) will be refunded upon clearance of funds.

b. The Auctioneer reserves the right to extend credit and impose periodic charges on any accounts past due.

c. The Bidder agrees to report to the Auctioneer any damage or breakage that occurs to the Merchandise in the original Holder and packaging during shipping within 3 days of receipt of package. The original packaging must be saved, complete and intact, as required by the insuring company. Failure to do so, will result in the auctioneer releasing the auctioneer of any further liability or payment for such damage.


All Bidder(s) at the Auction acknowledge and agree, as a condition to the acceptance of a Bid by the Auctioneer, that:

a. The Auctioneer may open of accept a Bid on any Lot by placing a Bid on behalf of the Bidder(s).

b. The Auction Date printed on the Catalog cover is the last day that bids are accepted through any means, EXCEPT for those bidding through EarlyAmerican.com. Invaluable.com, icollector.com or LiveAuctioneers.com. If any announcement are made during the day of the Auction, or in the Auktlon Catalog and/or any announcements and/or documentary, any terms that may be contained in the Catalog or any additional documentation shall be considered absolute and final.

c. The Auctioneer reserves the right to refuse any person from bidding at the Auction, the Auctioneer’s decision shall be considered absolute and final.


Unless otherwise indicated in the Catalog the Merchandise offered for sale at the Auction shall be guaranteed by EAH.A to be authentic as described in the Catalog, and upon information and belief, is in full compliance with California Assembly Bill 1570; it being understood that SUCH GUARANTEE SHALL BE VALID FOR A PERIOD OF THIRTY (30) CALENDAR DAYS ONLY FOLLOWING THE Auktion Date; it being further understood that after thirty (30) calendar days, no such guarantee is available. EAH.A reserves the right, in its sole and exclusive discretion, to rescind the sale or to refuse the use of the Bid(s) in any commercially reasonable manner (which may include a public or private sale); it being understood that the Bidder agrees to pay for the reasonable cost of such a sale, together with any incidental costs of sale, attorney’s fees and costs, costs of the Cataloguer and any other reasonable charges.

EAH.A shall have the right to offset any sums due to EAH.A, and to make such offset(s) from any future consignment(s), or purchase(s) that are in the possession or control of EAH.A.

EAH.A shall automatically have a security interest to secure any indebtedness due by the successful Bidder(s) under any circumstances; it may request that EAH.A assign any rights it has against the original Consignor(s) in the event that EAH.A is unable to collect from the successful Bidder(s) under any circumstances; it may request that EAH.A assign any rights it has against the original Consignor(s) for any reason whatsoever.

EAH.A reserves the right to withdraw any Lot(s) prior to the Hammer Price being achieved, or an offer thereon.

No Bidder shall have a right to claim any special or consequential damages from EAH.A for any reason whatsoever.
7. Descriptions and Grading.  

a. Bidder(s) acknowledge that all gradings of coin and/or currency Merchandise sold in the Auction have been determined by independent grading services, and/or by EAHA; it being understood that the successful Bidder acknowledges that the grading of rare coin(s), currency and other merchandise is subjective and accordingly may differ among independent grading services, among expert numismatists, and that such grading may have a material effect on the ultimate Auction value of the Merchandise.

b. EAHA SHALL NOT BE RESPONSIBLE FOR THE GRADE(S), CLAIMS, OR STATISTICAL ASSIGNMENTS TO GRADE(S). HOWEVER, EAHA MAKES NO WARRANTY OR REPRESENTATION REGARDING SUCH GRADE(S) OR STATEMENTS WHETHER AN ITEM IS PRE-CERTIFIED OR NOT (SOLD RAW) THAT THE GRADING OF ANY ITEM IS NOT RETURNABLE.

c. Description(s) are based solely upon an examination of the coin(s), and are not intended to describe in detail any perceived special characteristics; it being understood that Bidder(s) acknowledge that coin grading and perception(s) are inherently subjective.

d. EAHA does not warrant the accuracy of the description(s) and the photograph(s) and the color of photograph(s) contained in the Catalog, and that the Bidder acknowledges and agrees that the actual Merchandise offered for sale may vary in size and/or scale and/or from the description in the Catalog and/or description of the Lot in the Catalog.

e. There can be no claim that any verbal description of the Merchandise, provided by EAHA, its employee, the description contained in the Catalog, the Consignment and Security Agreement or other last known address by Mail, Return Receipt Requested to the address utilized on the Bid Sheet, Auction Consignment and Security Agreement or other last known address by EAHA. The proceeds shall be applied first to the satisfaction of any damages occasioned by Bidder's breach, then to any other indebtedness owed to EAHA, including without limitations, commissions, shipping, storage, duties, taxes, including any sales taxes, sales, reasonable attorneys’ fees, costs, collection agency fees and costs and any other costs or expenses incurred.

f. In the event the proceeds of such sale(s) are insufficient to cover the indebtedness, e.

g. To the rights granted to the Bidder(s) under the within General Terms and Conditions are personal and apply only to the Bidder(s) who initially purchase the Lot(s) at the Auction, and no rights may be assigned or transferred to any other person or entity, or any attempt to do so, shall be void and unenforceable.

h. No claim shall be made nor hearing held for damages, losses, differences, or item being out of order or out of sequence.

8. Disclaimers and Warranties. All Bidder(s) in the Auction acknowledge and agree, as a condition to the acceptance of a Bid by the Auctioneer, that:

(a) NO MERCHANDISE OF ANY KIND OR FITNESS OR PARTICULAR PURPOSE IS MADE OR IMPLIED ON ANY LOT IN THE CATALOG, AND NO WARRANTY, WHETHER EXPRESS OR IMPLIED, IS MADE WITH RESPECT TO ANY LOT EXCEPT FOR A WARRANTY OF TITLE OF THE CONSIGNER'S TITLE TO THE MERCHANDISE.

(b) Lot(s) OFFERED FOR SALE ARE SOLD ON AN “AS IS” BASIS AND THAT THE PURCHASER CONSEQUENTLY ASSUMES ALL RISKS CONCERNING AND RELATED TO THE GRADING, QUALITY, DESCRIPTION, CONDITION, AUTHENTICITY, AND PROVENANCE OF A GIVEN LOT.

9. Waiver and Release. All Bidder(s) in the Auction acknowledge and agree, as a condition to the acceptance of a Bid by the Auctioneer, that:

(a) BIDDER EXPRESSLY WAIVES AND RELEASES, AND FOREVER DISCHARGES EAHA FROM ANY AND ALL CLAIMS, RIGHTS, DEMANDS, CAUSATION OF ACTION(S), OR WHATEVER KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, CLAIM(S) BASED UPON AUCTIONEE’S NEGLIGENCE, WHETHER IN LAW OR EQUITY OR WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, WHICH BIDDER MAY CLAIM TO HAVE WITH RESPECT TO AND/OR ARISING OUT OF, OR IN CONNECTION WITH ANY CHALLENGE TO ANY MERCHANDISE PURCHASED AT THE AUCTION, THE AUCTION PROCEDURES, OR THE PURCHASE OF ANY LOT OR ANYTHING THEREIN. THE WAIVER AND RELEASE SHALL BE EFFECTIVE AS A BAR TO EACH AND EVERY CLAIM, DEMAND, CAUSE OF ACTION AND/OR SUIT OR CONTROVERSY THAT MAY ARISE HEREUNDER OR RESULT THEREFROM.

(b) ALL BIDDER(S) BY SUBMITTING A BID IN ANY FASHION, SIGNED OR UNSIGNED, IN THE AUCTION KNOWINGLY AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS AND BENEFITS OTHERWISE CONstitute TO THE MERCHANDISE UPON THE PROVISION(S) OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH READS IN FULL AS FOLLOWS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

10. Disputes and Arbitration. All Bidder(s) in the Auction acknowledge and agree, as a condition to the acceptance of a Bid by the Auctioneer, that:

(a) If a dispute arises concerning ownership or the condition (whether a bid has been bid upon or concerning proceeds of any sale), EAHA reserves the right to commence a statutory Interpleader in the District Court or similar proceeding at the cost of the Bidder and any other applicable party, and in such event shall be entitled to its reasonable attorneys’ fees and costs.

(b) Neither EAHA nor any affiliated or related company shall be responsible for incidental or consequential damages arising out of any failure of these General Terms and Conditions, the Auction or the conduct thereof and in no event shall such liability exceed the original Purchase Price, premium, or fees paid.

(c) If the Bidder fails to comply with one or more of these General Terms and Conditions, then, in addition to all other remedies at law or in equity, which may be at its sole option either rescind the sale, retaining all payments made by Bidder as liquidated damages; it being recognized that actual damages may be speculative or difficult to compute, or such a rescission held by EAHA, solely in the Bidder's best interest, is in sufficient in the opinion of EAHA to satisfy the indebtedness, plus all accrued charges, and EAHA may sell such portion at an Auction or private sale conducted by EAHA and charge a seller’s commission that is commercially reasonable. More than one such sale may take place at the option of EAHA. Notice of the sale shall be by U.S.P.S. Mail, Return Receipt Requested to the address utilized on the Bid Sheet, Auction Consignment and Security Agreement or other last known address by EAHA.

(d) The term “Bid” shall mean a bona fide Bid made by a “Bidder” which is officially acknowledged and accepted by the Auctioneer on the Auction Date.

(e) The term “bidder” shall mean an individual(s) duly licensed and/or employee designated by “EAHA” to conduct the Auction or any Sale.

(f) The term “Purchaser(s)” shall mean the owner of the “Merchandise” offered for sale by “Lot” at the Auction.

(g) The term “Purchaser’s Premium” shall mean the commission that is automatically charged by “EAHA” to each successful Bidder at the Auction and in a sum equal to twenty percent (20%) of the “Hammer Price” or twenty-five percent (25%) of the “Hammer Price” if bids are placed through a third party firm including: Liveauctioneers.com, iCollector.com, or LiveAuctioneers.

(h) The term “Reserve” is a confidential price below which the Auctioneer will not sell a given Lot, and/or will re-purchase on behalf of the Consignor or EAHA.

(i) The term “Settlement Date” shall mean a time forty-five (45) days after the Auction Date.