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 shall be conducted on the premises and/or online via email/internet and/or fax. Absentee Bid Closing Date: Friday, October 18, 2019 at 5:00 p.m. Pacific Time. Absentee Bids will be executed over EarlyAmerican.com on Saturday, October 19, 2019 beginning at 9:00 a.m. Pacific Time. The Auction shall be conducted in accordance with the regulations of the State of California and the City of San Diego.

b. All Bidders in the Auction automatically consent to acceptance by the Bidder, and is deemed to incorporate by reference these General Terms and Conditions.

c. A Purchaser’s Premium of twenty percent (20%) on each individual Lot will be automatically added to all purchases made by the Bidder(s) for twenty-five percent (25%) of the “Hammer Price” if a given Bid is placed through any other selected outside auction service including Invaluable.com and LiveAuctioneers.com, unless otherwise agreed by EAHA.

d. An Auctioneer may make appropriate corrections after the Auction, if no protest is lodged, to the information contained in the Catalog or any other statements and/or documentation. The Auctioneer reserves the right, without recourse from any Bidder or Consignor, to postpone or delay the Auction, for a reasonable period of time, due to any significant event which, in the sole judgment of the Auctioneer, makes it inadvisable to hold the Auction as scheduled.

e. All洛(s) will be sold to the highest Bidder as determined by the Auctioneer.

2. The Bidding Process.

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

a. The Auctioneer may open or accept a Bid on any Lot by placing a Bid on behalf of the Consignor.

b. The Auction Date printed on the Catalog cover is the last day that bids are accepted through any means, EXCEPT for bidding through EarlyAmerican.com, Invaluable.com, iCollector.com or LiveAuctioneers.com who are permitted to continue bidding until each Lot is closed on the following day.

c. The Auctioneer, at his sole and exclusive discretion, may accept or decline a given Bid, and/or challenge any Bid or any increment thereof.

d. Bids below the Low Estimate, which includes any increased request(s), will not be recorded.

e. Bids below fifty percent (50%) of Low Estimate are considered frivolous and will not be accepted.

f. In the event of a tie, the Lot will be awarded to the bid with the earliest postmark.

g. All Bid(s) must be for an entire Lot; it being understood that each Lot constitutes a separate sale.

h. No Lot will be broken up unless otherwise permitted by the Auctioneer, and Lots(s) will be sold in their numbered sequence unless the Auctioneer directs otherwise.

i. All merchandise shall be sold in separate Lots. The highest Bidder as determined by the Auctioneer in his sole and exclusive discretion.

j. If a Lot is awarded to the wrong Bidder due to an administrative error, the highest Bidder will prevail. All Bidders agree to post-Auction corrections without protest or negative feedback.

k. The Auctioneer shall have the right, at his sole and exclusive discretion, to adjudicate all bidding disputes and shall have the right, to rescind the acceptance of any Bid and/or place a given Lot(s) for re-Auction.

l. The Auctioneer’s decision on all Bid disputes shall be deemed to be binding and final.

m. If there should be any Material Error in descriptions contained in the Catalog creating a Significant difference from the value paid, a given Lot may be returned by a successful Bidder for Review, but only if prompt written notice is first received by EAHA no later than twenty (20) days after receipt of the Lot(s) by the Bidder; it being understood that any such Lot(s) must be received by EAHA no later than fourteen (14) calendar days after the Auction Date and be in the same condition, in their original, sealed Holders, as when they were first delivered to the Bidder. Failure to properly document it being further understood that late remittance(s) constitute just cause by EAHA to revoke any return privilege(s) otherwise available.

n. Any Lot returned for Review will be at the sole expense of the Buyer, as well as the return expense should the claim be rejected.

3. Bidder Registration Required.

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

a. All payments for Merchandise shall be made by check, money order, cashier’s check, bank wire, credit card, or by electronic transfer. Failure to make payment(s) in full on or before the due date(s) will result in the Buyer(s) forfeiture of all rights to or against the Merchandise and shall automatically have a security interest to secure any indebtedness due and/or deposit at least twenty-five percent (25%) of their total purchase(s) in the form of a cash deposit and/or deposit at least twenty-five percent (25%) of the “Hammer Price” if a given Bid is placed through any other selected outside auction service including Invaluable.com and LiveAuctioneers.com, unless otherwise agreed by EAHA.

b. The Auctioneer reserves the right, at his sole and exclusive discretion, to rescind the acceptance of any Bid(s) submitted will be applied purchases and any remaining deposit(s) will be refunded upon clearance of funds.

c. Any terms that may be contained in the Catalog or other announcements and/or documentation. The Auctioneer shall have the right, at his sole and exclusive discretion, to adjudicate any such disputes without protest.

4. Payment and Delivery.

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

a. Payment(s) for Merchandise shall not be shipped before all funds are fully received by EAHA.

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 EAHA any damage or breakage that occurs to Merchandise in the original Holder and packaging during shipment within 3 days of receipt of package. The original packaging MUST be saved, complete and intact, as means by the insurer of assessment. Failure to report such damages will release EAHA of any further liability or payment for such damages.


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

a. In the event a successful Bidder fails to pay for the Merchandise, EAHA reserves the right, in its sole and exclusive discretion, to rescind the sale or to resell the Lot(s) in a 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.

b. EAHA shall have the right to offset any sums due to EAHA, and to make such offset(s) from any future purchases or bids on future consignments(s), or purchase(s) that are in the possession or control of EAHA.

c. EAHA shall automatically have a security interest to secure any indebtedness due by the successful Bidder(s) if the successful Bidder(s) fails to make payment(s) in full on or before the due date(s) as required by the insuring company. Failure to meet either of these requirements shall not be responsible for any errors in the bidding process, and the Auctioneer assumes full responsibility for the Bid on a given Lot is correct. Bidders using the Internet acknowledge that due to the bidding process and speed of auctioneer it is possible to be awarded in error. Instead of or in addition to a Bid or some other error may cause an Internet bidder to have their winning bid rescinded by the auctioneer. In such instance, the Internet bidder will be notified of the error and agrees and that no further protest, or negative feedback will result on their behalf.


Unless otherwise indicated in the Catalog, the Merchandise offered for sale at the Auction shall be guaranteed by EAHA 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 Auction Date; it being further understood that after thirty (30) calendar days, no purchased Merchandise can be returned to the Buyer. EAHA reserves the right, at its sole and exclusive discretion, to rescind the sale of any Lot(s) (or portion thereof) if EAHA determines that the item of Merchandise is in the same exact condition as when originally sold. Due to their unique handmade manufacture, Encased Postage Stamps are expressly subject to a thirty (30) day inspection and return period from the date after which they were delivered. After thirty (30) calendar days, should any claim regarding authenticity of the Merchandise arise, at the sole discretion of EAHA. EAHA may elect to assign any rights it has against the original Consignor it may hold. It being understood and agreed that such an assignment, if granted by EAHA, shall not be considered an obligation and EAHA and any of its employees or officers shall be completely removed from any further involvement or rectify liability.
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(s) acknowledge 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 STATEMENTS MADE OR IMPLIED IN GRADING SERVICE REPORTS OR ANY OTHER DOCUMENT MADE IN RELATION TO THE MERCHANDISE, COMPLETE OR INCORRECT, GOOD OR BAD, WHICH MAKES NO WARRANTY OR REPRESENTATION REGARDING SUCH GRADE(S), CLAIMS, OR STATEMENTS WHETHER AN ITEM IS PRE-CERTIFIED OR NOT (SALE OF CERTIFIED ITEMS ARE SOLD AS "AS IS" AND NOT RETURNABLE).

c. Lot 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/or description of the Lot in the Catalog, nor 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 color and/or condition and/or description of the Lot in the Catalog.

e. There can be no claim regarding any item subsequently submitted to any certification service, including any non-certified (Raw) item once the initial inspection and return period has expired.

8. Disclaimer and Warranties.

a. All Bidders in the Auction acknowledge and agree, as a condition to the acceptance of a Bid by the Auctioneer, that: NO GUARANTY OR MERCHANDISE OR FITNESS FOR A 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 WRITTEN DESCRIPTION OF VALUE, CONDITION, AUTHENTICITY, AND PROVENANCE OF A GIVEN LOT.

b. Neither EAHA nor any 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 damages 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, the Consignment Agreement may 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 damages held by EAHA in its sole discretion may not be 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. 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 limitation, commissions, handling charges, storage fees, sales taxes, sales related sales, reasonable attorneys’ fees, costs, collection agency fees and costs and any other costs or expenses incurred.

d. Seller will be liable to EAHA if the proceeds of such sale(s) is/are insufficient to cover the indebtedness.

e. 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 purchased the Lot(s) at the Auction, and no rights may be assigned or transferred to any other person or entity if any attempt to do so is deemed void and unenforceable.

f. If the Buyer breaches the obligations contained herein, Buyer agrees to pay to Seller any damages beyond the value of the Merchandise sold at the Auction.

g. If the Buyer breaches the obligations contained herein, Buyer agrees to pay to Seller any damages beyond the value of the Merchandise sold at the Auction.


a. All Bidders in the Auction acknowledge and agree, as a condition to the acceptance of a Bid by the Auctioneer, that: BIDDER EXPRESSLY WAIVES AND RELEASES, AND FOREVER DISCHARGES EAHA FROM ANY AND ALL CLAIMS, RIGHTS, DEFECTS, DEFICIENCIES AND CAUSE OF ACTION(S), OF WHATEVER KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, CLAIM(S) BASED UPON AUCTIONEER’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. NOTICE THAT ANY 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 RELATED THERETO. EACH AND EVERY 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 CONFERRED UPON THE BIDDER BY LAW OR BY VIRTUE OF ANY AGREEMENT, OR ANY OTHER AGREEMENT ENTERED INTO BETWEEN THE BIDDER AND EAHA, OR ANY COMPANY SERVICE, INCLUDING ANY NON-CERTIFIED (RAW) ITEM ONCE THE INITIAL EXAMINATION AND RETURN PERIOD HAS EXPIRED.

b. Bidders 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. 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 liabilities, commissions, handling charges, storage fees, sales taxes, sales related sales, reasonable attorneys’ fees, costs, collection agency fees and costs and any other costs or expenses incurred.

c. Seller will be liable to EAHA if the proceeds of such sale(s) is/are insufficient to cover the indebtedness.

d. The terms granted to the Bidder(s) under the within General Terms and Conditions are personal and only apply to the Bidder(s) who initially purchased the Lot(s) at the Auction, and no rights may be assigned or transferred to any other person or entity if any attempt to do so is deemed void and unenforceable.

10. Disputes and Arbitration.

a. All Bidders in the Auction acknowledge and agree, as a condition to the acceptance of a Bid by the Auctioneer, that: If a dispute arises concerning ownership or the validity of any Lot(s) that has been Bid upon or concerning proceeds of any sale, EAHA reserves the right to commence a statutory Interpleader (or similar proceeding) in the Auctioneer’s name and/or the Consignor’s name. The Consignor and the Auctioneer will be named as the Creditors, and the Bidder will be the Debtor, with jurisdiction, the remaining portion(s) shall remain and be in full force and effect.

b. The term “Consignment Agreement” shall mean the written agreement(s) between “EAHA” and a given “Consignor” available at “EAHA’s” offices.

c. The term “Merchandise” shall mean the written description of the features of a Lot combined with the corresponding photograph of said Lot.

d. The term “www.EarlyAmerican.com” shall mean the internet access service provided by EAHA.

e. The term “EAHA” shall mean collectively Early American History Auctions, Inc. and/or any subsidiary or affiliated entity and/or Officer(s), Director(s) and/or employee(s) of EAHA.

f. The term “Fair Market Value” shall mean the sale price a given Lot is sold by the Cataloguer to an individual(s) for bidding or reserve. The term “Hammer Price” shall mean the successful Bid in the Auction as determined by the Auctioneer on the Auction Date.

g. The term “Holder” shall mean the original owner, container, case or clear plastic sleeve, labeled with the Cataloguer’s name as such. The term “Merchandise” is delivered by the Consignor to the successful Bidder at an Auction.

h. The term “Lot(s)” shall mean the article(s) comprising the Cataloguer’s description in the Catalog and offered for sale by Lot at the Auction.

i. The term “Purchaser” shall mean the successful Bidder at the Auction.

j. The term “Purchaser’s Premium” shall mean the commission that is automatically charged by “EAHA” to each successful Bidder at the Auction 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 Invaluable.com, LiveAuctioneers.com, or iCollector.com.

k. 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 Consignor’s designee.

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