

CONDITIONS OF SALE

1. All Bids are to be per lot as numbered in the catalogue.
2. All property is sold "AS IS", and any representation or statement by the auctioneer in any catalogue, brochure, or advertisement as to the authorship, attribution, genuineness, origin, date, age, provenance, condition, or estimated selling price is a statement of opinion only. Every person interested should exercise and rely on his own judgement as to such matters and neither the auctioneer nor his agents are responsible for the corrections of such opinions.
3. Notwithstanding the preceding condition, property may be returned by the purchaser, the sale rescinded and the purchase refunded under the following conditions: (1) printed books which prove upon collation to be defective in text or illustrations (provided such defects are not indicated in the catalogue or at the sale), and (2) autographs, photographs or graphics, which prove not to be genuine (if this can be demonstrated and if not indicated in the catalogue or at the sale). Written notice, by registered mail return receipt requested, of the cause for return must be received by New England Book Auction within fourteen (14) days of the sale of the property, and the property must be returned to New England Book Auctions in the same condition as it was at the time of the sale. **BOOKS IN LOTS AND UNCATALOGUED BOOKS ARE NOT SUBJECT TO RETURN FOR ANY REASON.**
4. On the fall of the Auctioneer's hammer, title to the offered lot will pass to the highest acknowledged bidder, who thereupon immediately assumes full risk and responsibility thereof, and will immediately pay the full purchase price thereof. No lot may be taken away unless the purchase price thereof has been paid in full.
5. The highest bidder acknowledged by the Auctioneer shall be the purchaser. In the event of any dispute between the bidders, the Auctioneer shall have absolute discretion either to determine the successful bidder, or to re-offer and resell the lot in dispute. If any dispute arises after the sale, New England Book Auctions sale records shall be conclusive as to the purchaser, amount of the highest bid, and in all other respects.
6. New England Book Auctions reserves the right to withdraw any property at any time before its actual final sale, and to refuse any bid from any bidder. The Auctioneer is the sole judge as to the amount to be advanced by each succeeding bid.
7. The highest acknowledged bid shall be increased by a BUYER'S PREMIUM OF 15% OF THE BID. The sum of the bid and the premium shall be the purchase price payable by the buyer. Unless exempted by law from the payment thereof, the purchaser will be required to pay Massachusetts Sales Tax.
8. Where there is a reserve, it is so indicated by the symbol • next to the description for that lot. (A reserve is the minimum price agreed between the Consignor and New England Book Auctions below which the lot will not be sold.) Where there is a reserve, in no event will it exceed the minimum estimate distributed with this catalogue. New England Book Auctions may implement the reserve by bidding through its representative on behalf of the Consignor. The Consignor may not bid upon or buy back his own property.
9. Bids which are submitted to New England Book Auctions in writing, or are otherwise left with New England Book Auctions prior to an auction for execution at or below a specific price, are entertained and executed by New England's for the convenience of bidders, but New England Book Auctions shall not be responsible for failing to execute such bids or for errors relating to the execution of such bids.
10. The "ADVICE TO BIDDERS" appearing in this catalogue forms part of these Conditions of Sale.

1. All property sold is subject to the CONDITIONS OF SALE printed in this catalogue.
2. Prospective bidders should inspect the property prior to the auction. However, we are always pleased to answer questions, describe items in greater detail, and execute bids.
3. When bidders are unable to attend the sale, New England Book Auctions will enter their bids, subject to the Conditions of Sale, without charge and without responsibility for errors. Bids may be sent by phone, fax, or mail. We do not use email for auction bidding. Mail bids should be made on the form provided in the catalogue, and should arrive by the day of the sale. Fax bids must be received in the office by noon on the day of the sale. Phone bids must be made to the office by noon on the day of the sale, or to the hotel by 5 PM on the day of the sale (see bid sheet). The bidder understands and agrees that the purchase price of an item will be the sum of the final bid, the 15% buyer's premium, and any applicable sales tax. All bids are to be in U.S. dollars. Payment is by cash or check only. Any items purchased via an advanced bid which are to be collected at the business office of New England Book Auctions, must be paid in full and removed within one week of the sale.
4. Bids will be executed on the buyer's behalf at the lowest possible price in competition with other order bids and with bidding in the room. Every effort will be made to carry out the bidder's instructions, but New England Book Auctions shall in no event be responsible for failing to carry out the instructions correctly.
5. Successful bidders will be notified. No notification is sent to unsuccessful bidders. **PAYMENT IS DUE UPON RECEIPT OF NOTICE.** Prices Realized are available for \$1.00 and a SASE.
6. Payment for purchases must be made in cash or approved check, in U.S. dollars drawn on a United States bank account. **NO CREDIT CARDS ACCEPTED.** Upon receipt, New England Book Auctions will, if so requested, ship purchases at an additional charge for handling, postage and insurance, but will not be responsible for any loss or damage resulting from the packing and shipping thereof. New England Book Auctions is the sole judge in the method to be used for shipping, and will ship via UPS unless clearly notified otherwise. **NO ITEMS WILL BE SHIPPED UNTIL PAYMENT IS RECEIVED IN FULL.**
7. Estimates will be found in bold type immediately after each lot description. These estimates are intended as a guide to bidding. The figures are educated guesses based on recent values. The estimates are exclusive of the 15% premium payable on the hammer price.
8. For information about New England Book Auctions, the upcoming schedule of auctions, directions to the sales, and photographs of selected sale items (when available), access our website: www.nebookauctions.com

Signed

Date

By signing above I agree to these terms and conditions when entering a bid

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