

TERMS OF SALE

1. Condition of Goods

In publishing this catalog NOEL BARRETT ANTIQUES & AUCTIONS LTD. has endeavored to accurately describe all items being sold but all property being offered is to be sold "as is". No statement in this catalog, bill of sale, invoice, or elsewhere by any representative of, or person in the employ of NOEL BARRETT ANTIQUES & AUCTIONS LTD. shall be deemed to be a warranty, representation, or assumption of liability with respect to age condition, size, quality, variety, importance, provenance, or historical relevance of any of these items.

2. Disputes

The Auctioneer will be the final judge as to who is the successful bidder. In the event of any dispute the Auctioneer shall at his discretion decide to re-open the bidding or not.

3. Title to Goods

Title to all merchandise shall pass to the successful bidder at the fall of the Auctioneer's "hammer". The purchaser shall assume full responsibility for the lot purchased once title has passed.

4. Sales Tax

This sale is subject to Pennsylvania Sales Tax. To qualify for an exemption bring a photocopy of your resale certificate for our records. Out of state resale certificates also qualify the buyer for sales tax exemption.

5. Absentee Bidding

As a service to customers NOEL BARRETT ANTIQUES & AUCTIONS LTD. will execute absentee bids if so authorized in writing under the provisions herein specified. Absentee bids should be made on the Bidder Form bound in this catalog. This form should be clearly and completely filled out and accompanied by a deposit in the amount of 20% of the total bid. Deposit checks of unsuccessful bidders will be returned after the auction. Bids made in odd dollar amounts will be reduced to published increments. *All absentee bids will be executed competitively during the sale, items will be purchased for the lowest price possible regardless of the amount of the order bid.* We can not accept "buy" bids. In the event of tie bids between absentee bidders and those in attendance preference will be given to the attending bidder. Where two absentee bidders bid the same amount the first received will be honored. Successful buyers will be notified as soon as all results can be verified. Accounts not settled within 30 days of the sale will be subject to forfeiture of all deposits and loss of title to the property. This service is offered as a convenience and NOEL BARRETT ANTIQUES & AUCTIONS LTD. will not be responsible for any errors or failures to properly execute absentee bids. For additional information regarding absentee bidding see page 104 of this catalog.

6. Errors

NOEL BARRETT ANTIQUES & AUCTIONS LTD. is not responsible for any typographical or any other errors or omissions in this catalog or subsequent

price key.

7. Buyer's Premium

As part of the purchase price a Buyer's premium is added to the hammer price. For both attending and in-house absentee bidders the buyer premium is 18% . This premium will be reduced to 15% if accounts are settled with cash, money order, or approved check. Successful internet bidders will be charged an additional 3% internet fee.

8. Payment Terms

All accounts are to be settled by the end of the sale. Payment may be made by cash, travelers check, Visa/Mastercard, or personal check if you are known to NOEL BARRETT ANTIQUES & AUCTIONS LTD. Those not known to us must obtain PRIOR APPROVAL in order to settle accounts by personal or business check. Approval will be granted on the basis of personal reference from those known to us or upon presentation of a "Letter of Guarantee" from an officer of your bank. This letter should state an exact amount of funds guaranteed and should be presented to the cashier at time of registration. In any event, NOEL BARRETT ANTIQUES & AUCTIONS LTD. reserves the right to hold all merchandise paid for by check until such check clears.

9. Shipment of Goods

Small items will be shipped by NOEL BARRETT ANTIQUES & AUCTIONS LTD. for a charge of \$15.00 per container up to a 14" cube plus shipping and insurance charges. Larger shipments will incur additional charges based on time and materials. Unless other arrangement have been made, oversize, very heavy, or items needing special handling will be out-sourced for packing and shipping at the purchaser's expense and will incur a minimum fee of \$20 handling charge for transport from the auction gallery to shipping depot.

10. Removal of Goods

All property must be removed from the premises by 9:00 PM on the final day of the sale, unless other arrangements have been made in advance.

11. Agreement to Terms

In bidding on any lot here offered the bidder indicates acceptance of these Terms of Sale.

For additional information regarding Terms of Sale or any other matter relevant to this auction contact us at:

NOEL BARRETT ANTIQUES & AUCTIONS
Box 300 • 6183 Carversville Rd.
Carversville, PA 18913
215-297-5109

Telephone inquiries may be made between 9:00 AM & 6:00 PM, East Coast Time.

Our Fax Number is
215-297-0457

This auction will be available
for online bidding at
www.liveauctioneers.com



Bidding online is subject to a
higher buyers' premium.

ABSENTEE BIDDING INFORMATION

AS A SERVICE TO OUR CUSTOMERS NOEL BARRETT ANTIQUES & AUCTIONS LTD. WILL EXECUTE ABSENTEE BIDS UNDER THE TERMS OF SALE WHICH APPEAR ELSEWHERE IN THIS CATALOG AND UNDER THE FOLLOWING TERMS:

The purchase price will be the total of the final bids plus a Buyer's premium of 18% (reduced to 15% for cash or check).

A check in the amount of 20% of the total bids must accompany the absentee bid order. If you are unsuccessful in your bids, this check will be returned to you by mail within 10 business days of the auction. In the event that you are successful, you will be billed for your purchases less the deposit as soon as auction results have been verified and the total invoice calculated (usually within 14 business days of the auction). Information on shipping can be found in the Terms of Sale. In the event that your deposit check is of an amount significantly higher than the amount of your purchases, we will contact you and give you the option of replacing your deposit check with a payment in the exact amount due. Bills for goods purchased are due upon receipt. In the event that items purchased are not paid for within 30 days the 20% deposit will be forfeit.

NOEL BARRETT ANTIQUES & AUCTIONS LTD. will execute all absentee bids against attending bidders and attempt to purchase items at the lowest possible price up to the amount bid by the absentee bidder, i.e. if an absentee bid of \$1000 is made on an item and the highest bid from the floor is \$600, the auctioneer will execute the absentee bid at the next increment in effect at that point in the auction and the lot will be sold to the absentee bidder for that amount.

Absentee bidding is a service we provide, however, NOEL BARRETT ANTIQUES & AUCTIONS LTD. does not accept any responsibility for bids not executed for any reason. If an item is discovered to vary significantly in condition from the catalog description, we will make every effort to contact the absentee bidder to provide an opportunity to adjust the bid. Should we be unsuccessful in so doing we will not execute the bid.

HOW TO BID ABSENTEE

Fill out the form to the right of this page, please write legibly. Indicate the highest amount you wish to bid. After indicating your bids, total them and calculate the required 20% deposit. Return the form with your deposit check by mail at least 3 days before the sale. You may fax your bid form and if doing so we request that you also fax a copy of your deposit check and indicate that you are mailing both the form and the check as follow up. Our Fax number is 215-297-0457.

HOW MUCH TO BID?

Only you can really answer this, the question is how much do you want the item. We suggest bidding your maximum so that if the item goes higher you know it went for more than you are willing to pay. Your bids will be executed competitively and in complete confidentiality. Our estimates tend to be conservative. In many cases items exceed estimates.

CONSULTATION

Please don't hesitate to call us before the sale for guidance in bidding. While we cannot reveal what bids we may have on any items we can give you some indication of what level of interest there might be in various items. If you wish additional information as to condition of goods please call well in advance of the sale since during the days immediately prior to the auction most items will be packed and unavailable for detailed examination by our staff.

TELEPHONE BIDDING

Most absentee bidders who have done business with us in the past have discovered that being on the phone is unnecessary since they have learned that they can bid their maximum with us, trusting that we will execute their bids competitively. That not withstanding, we will be offering telephone bidding on the higher valued items in this sale but we are limited by the number of phone lines available. In order to be on the phone one must still fill out the form at right indicating a level of interest with bids and send in a deposit. In filling out the form indicate which items you wish to be on the phone for and we will do our best to accommodate you. We request a bid form with a level of interest indicated in the form of a bid for several reasons: **1.** We have limited phone availability and can seldom accommodate more than 4 absentee bidders on any one item. In cases where several people have indicated interest in phone bidding we can call only the bidders who have indicated the highest level of interest and backed up that interest with a deposit check. **2.** In the event we can not reach you at the appropriate time during the auction for what ever reason we will at least be able to execute your left bid. We have had a number of unfortunate cases where we have been unable to reach bidders for any number of reasons, everything from telephone malfunction to earthquakes.

Often absentees will leave bids on a number of items and request phone service for only one or two items that they are particularly interested in. In any event, when available, phone bidding is limited to items valued in excess of \$500.

IF YOU HAVE ANY QUESTIONS REGARDING ABSENTEE BIDDING PLEASE DO NOT HESITATE TO CALL US AT 215-297-5109 BETWEEN 9:00 AM & 6:00 PM EAST COAST TIME.

BID INCREMENTS
for absentee bids - bids not in these increments will be reduced to proper increment. We do not accept "plus 1 bids".

from \$0.00	to \$99.00	\$10.00
from \$100.00	to \$499.00	\$25.00
from \$500.00	to \$999.00	\$50.00
from \$1,000.00	to \$1,999.00	\$100.00
from \$2,000.00	to \$4,999.00	\$250.00
from \$5,000.00	to \$9,999.00	\$500.00
from \$10,000.00	to \$24,999.00	\$1,000.00
from \$25,000.00	to \$49,999.00	\$2,500.00
from \$50,000.00	and above	\$5,000.00

