

## CONDITIONS OF SALE

The property described in this catalogue, which description may be amended by salesroom notice or announcement, will be offered for sale by Dorothy Sloan–Rare Books, Inc. (“Dorothy Sloan–Rare Books”) on behalf of various consignors (“sellers”). These Conditions of Sale and the Limited Warranty immediately following constitute the complete and exclusive statement of the terms and conditions on which all property described in this catalogue is offered for sale, and there are no warranties, express or implied, which extend beyond those contained in such texts. By bidding at auction, whether present in person or by agent, by written bid, telephone, or other means, the buyer agrees to be bound by these Conditions of Sale.

1. Dorothy Sloan–Rare Books reserves the right to withdraw any lot before or at the sale.
2. **BUYING AT AUCTION.** The highest bidder acknowledged by the auctioneer shall be the buyer. The auctioneer has the right to reject any bid and, in the event of any dispute between bidders, to determine the successful bidder, to continue the bidding, or to re-offer and resell the lot in question. In the event of any dispute after the sale, the final record of sale of Dorothy Sloan–Rare Books shall be conclusive.
3. Title to the offered lot shall pass to the buyer upon the fall of the auctioneer’s hammer and announcement by the auctioneer that the lot has been sold, subject to compliance by the buyer with all other Conditions of Sale. The buyer shall forthwith assume full risk and responsibility for the lot and shall pay the full purchase price or such part thereof as Dorothy Sloan–Rare Books, in its sole discretion, shall require. In addition, the buyer may be required to sign a confirmation of purchase.
4. **BUYER’S PREMIUM.** A 20% premium will be charged in addition to the hammer price for floor bidders or those using the absentee and online bidder services provided by Dorothy Sloan–Rare Books. The “purchase price” is the sum of the hammer price and the applicable premium.
5. **SALES TAX.** Unless exempted by law, the buyer is required to pay any applicable state and local tax on the purchase price. Exemption and/or resale certificates are required to be on file to waive this tax.
6. **REGISTRATION.** ALL bidders must have a Bidder Registration Form on file with Dorothy Sloan–Rare Books. A Bidder Registration Form is available in the printed auction catalogue or on our website: <http://www.sloanrarebooks.com>. New bidders will be asked to supply a bank reference or other acceptable references when they register. Bidders who attend the sale will receive numbered paddles that will identify them as bona fide bidders. Bidders who will not attend the sale may submit absentee bids, or telephone bids as described below. Only bids believed to be from bona fide potential buyers will be acknowledged by the auctioneer.
7. **ABSENTEE BIDS.** Absentee bidders should submit written instructions using a copy of the absentee bid form provided with our catalogues or on our website. Bids may also be telephoned to us and subsequently verified in writing. Unlimited or “buy” bids will not be accepted. Please bid a specific dollar amount. Dorothy Sloan–Rare Books will diligently attempt to follow any and all bid instructions, executing the absentee bid at the lowest possible price, but accepts no responsibility for failure to correctly execute such bids. Absentee bids will be executed only according to valid bidding increments. If identical bids are received from two or more bidders, the first bid received will take preference. Dorothy Sloan–Rare Books reserves the right to decline to undertake any such bids. All absentee bids must be received by noon Central Time of the day prior to the auction.
8. **TELEPHONE BIDDING.** For the convenience of absent clients bidding can be made by telephone. Lots must have a minimum estimate of \$500 to qualify for this service. The number of

telephone lines is limited, and arrangements for bidding by telephone should be made with Dorothy Sloan–Rare Books, (512) 477-8442, by noon Central Time of the day prior to the auction. Dorothy Sloan–Rare Books will execute bids of telephone bidders to the best of its ability, but accepts no responsibility for failure to successfully execute such bids. We also recommend that telephone bidders leave a covering written bid which we can execute on their behalf in case we are unable to reach them by telephone during the auction. Dorothy Sloan–Rare Books reserves the right to decline to undertake any such bids.

9. RESERVE. Lots are sold subject to a “reserve,” a price below which the lot will not be sold. The reserve is equal to the low estimate printed in this catalogue.

10. PAYMENT. Unless other arrangement is specifically granted by Dorothy Sloan–Rare Books, all articles are to be paid for by cash, interbank wire transfer, or check and must be removed from the premises no later than noon of the day after the sale. Payment of the purchase price can only be accepted in U.S. dollars. Floor buyers must pay for their purchases immediately upon conclusion of the sale. Pro forma invoices will be mailed, faxed, or e-mailed to successful absentee bidders within one week of the auction date. Payment is due upon receipt of invoice. Purchased items will be shipped upon receipt of full payment, including shipping charges.

11. LATE CHARGES. No lot may be removed from the auction premises until the buyer has paid in full the purchase price or has satisfied such terms as Dorothy Sloan–Rare Books, in its sole discretion, shall require. As Dorothy Sloan–Rare Books is legally required to pay the consignors promptly after sale, Dorothy Sloan–Rare Books reserves the right to charge an additional late payment charge of 2% per month, beginning on the day of the sale. All lots must be removed from the premises, or have shipping arrangements made, no later than noon of the day after the sale. If not so removed, such items may be sent to a public warehouse at the expense and risk of the buyer. Whether sent to a warehouse or stored by Dorothy Sloan–Rare Books, all such lots are subject to a minimum storage fee of \$20.00 a day.

12. If the buyer fails to comply with any of these Conditions of Sale, Dorothy Sloan–Rare Books may, in addition to asserting all available legal remedies (which includes, but is not limited to, the right to hold a defaulting buyer liable for the purchase price), (a) cancel the sale, and retain as liquidated damages any payment made by the buyer, (b) resell the property without reserve at public auction on seven days notice to the buyer, or (c) take such other action as Dorothy Sloan–Rare Books deems necessary or appropriate. Should Dorothy Sloan–Rare Books resell the property, the buyer shall be liable for the payment of any deficiency in the purchase price together with costs and expenses. Should a buyer pay only a portion of the purchase price for any or all lots purchased, Dorothy Sloan–Rare Books shall apply the payment received to such lot or lots at its sole discretion.

13. The rights and obligations of the parties with respect to the Conditions of Sale and the conduct of the auction shall be governed and interpreted by the laws of the state of Texas. By bidding at auction, whether present in person or by agent, by absentee bid, telephone, or other means, the buyer shall be deemed to have consented to the jurisdiction of the courts of such state and the federal courts sitting in such state.

14. The buyer agrees that (a) neither Dorothy Sloan–Rare Books nor the seller shall be liable, in whole or in part, for any special, indirect or consequential damages, including, without limitation, loss of profits, and (b) the buyer’s damages are limited exclusively to refund of the purchase price paid for the lot.

15. SHIPPING CHARGES. Dorothy Sloan–Rare Books may, in its sole discretion, arrange to have purchased lots packed, insured, and shipped at the request, expense, and risk of the buyer. This will be done as a service to the buyer, and Dorothy Sloan–Rare Books assumes no responsibility for acts or omissions in such packing or shipping. In such cases, the buyer will be billed for the cost of such services, including an administrative fee for the services.

16. BIDDING INCREMENTS.

Increments are:

\$10: to \$100

\$25: \$101 to \$500

\$50: \$501 to \$1,000

\$100: \$1,001 to \$2,000

\$200: \$2,001 to \$5,000

\$500: \$5,001 to \$10,000

\$1,000: \$10,001 to \$20,000

\$2,000: \$20,001 to \$50,000

\$5,000: \$50,001 to \$100,000

Auctioneer's discretion thereafter

17. CREDIT. Bidders whose credit is unknown to Dorothy Sloan–Rare Books must submit acceptable references or make prior payment arrangements (without which lots will not be released until funds have cleared). Mail bidders should submit acceptable references or a deposit of 25% of their maximum bid. The deposit will be applied to the purchase if the bid is successful. If the bid is unsuccessful, the deposit will be returned.

18. LOTS NOT RETURNABLE. Any lot containing more than one item is sold "as is," and is not returnable for any reason.

19. All property should be inspected by the buyer or an agent prior to purchase. Staff will be available to answer questions concerning the property prior to the sale.

20. Pre-sale estimates are approximations of current market value. They are prepared well in advance of the auction and should not be considered predictions of actual sales prices.

## LIMITED WARRANTY

Dorothy Sloan–Rare Books warrants the authenticity of each book, imprint, letter sheet, manuscript, signature, print, photograph, map, work of art, and any other artifact in this catalogue on the terms and conditions set forth below:

1. Unless indicated otherwise in the respective catalogue description or unless physical examination would reveal a self-evident lack of authenticity, Dorothy Sloan–Rare Books warrants for a period of three years from the date of sale the authenticity of every book, imprint, letter sheet, manuscript, signature, print, photograph, map, work of art, and any other artifact described in this catalogue. This limited warranty does not extend to the attribution of authorship of any item to the extent that such attribution is based solely upon current scholarly opinion (which is often controversial and rapidly changing).
2. Dorothy Sloan–Rare Books warrants to the buyer of record for a period of three years from the date of sale that any item described in this catalogue is complete in text and illustrations, unless otherwise described. This warranty does not cover binding damages or restoration, stains or foxing, wormholes, short leaves of text or plates or any defect that does not affect the completeness of the text. Nor does this warranty extend to the omission of inserted advertisements, blank leaves, cancels or subsequently published volumes, plate supplements or appendices, atlases, extra-illustrated books, books in original parts, or serial publications. Lots containing more than one title, letter, or manuscript are sold not subject to return.
3. Dorothy Sloan–Rare Books and the seller make no warranty or representation, expressed or implied, that the buyer of any property will acquire any copyright or reproduction rights thereto.
4. The benefits of these warranties are non-transferable and non-assignable. They apply only to the buyer of record, and are conditioned on the buyer returning the work in the same condition as at time of sale, and in the time period specified.
5. The buyer's sole remedy under these warranties shall be the refund of the purchase price paid for the item, and this remedy shall be exclusive and in lieu of any other remedy which might otherwise be available to the buyer as a matter of law, and neither Dorothy Sloan–Rare Books nor the seller shall be liable for any consequential damages.

## IMPORTANT NOTICE

All property is sold “as is” in accordance with the terms of the Limited Warranty set forth herein, and neither Dorothy Sloan–Rare Books nor the seller makes any express or implied warranty or representation as to the condition of any lot offered for sale, and no statement made at any time, whether oral or written, shall constitute such a warranty or representation.

Descriptions of condition are not warranties. The descriptions of condition of articles in this catalogue, including all references to damage or repairs, are provided as a service to interested clients and do not negate or modify the Limited Warranty. Accordingly, all lots should be viewed personally by prospective buyers or their agents to evaluate the condition of the property offered for sale.