



Ivory Position Statement

At James D. Julia Auctioneers, we are committed to complying with all Federal laws and regulations. In February of 2014, President Obama issued an Executive Order regarding the commercial marketing of Asian and African elephant ivory. At this point in time, the Executive Order still has not become law, but since then the U.S. Fish & Wildlife Services website has continually updated new guidelines. Julia's urges you to read them. It is still legal to buy, sell, collect and hold certain items which are mounted or ornamented with ivory. As a result of a great deal of interaction with ivory specialists, legal counsel and our own research on the matter,

we have made it a priority to make sure that all offerings sold in our auction will comply with current regulations.

Julia's approach is to be conservative in our position for marketing any type of ivory, and to be certain that our policies and practices are in keeping with the current law and regulations. Our conservative approach is to make certain to protect the consignor, the buyer, and Julia's. Our current interpretation regarding elephant ivory is as follows:

	Export	Interstate Sale (across state lines)
Asian Elephant	Objects containing Asian elephant ivory must be at least 100 years old or older.	Objects containing Asian elephant ivory must be at least 100 years old or older.
African Elephant	CITES pre-convention worked ivory including antiques that meet CITES permitting requirements.	Objects that are 100 years old or older or ivory lawfully imported prior to the date the African elephant was listed in CITES appendix 1 (January 18th, 1990). Ivory imported under a CITES pre-convention document.
Rhinoceros (including Southern White, Northern White, Javan, Sumatran, Indian and Black Rhino)	Objects containing Rhinoceros horn must be at least 100 years old or older.	Objects containing Rhinoceros horn must be at least 100 years old or older.

An important point with ivory sales now, as opposed to pre-February 2014, is that the **seller must prove the ivory complies** with the above statements in order to lawfully sell it. The U.S. Fish & Wildlife Service website indicates that in order to properly prove an item is legal to commercially sell and export, there should be a certification prepared demonstrating that it complies with the law. These certifications are referred to as: **1) ESA Antique Certification**, (if African or Asian ivory or Rhinoceros and 100 or more years old), or; **2) an ESA Pre-Ban Certification** for African (not Asian ivory) if imported before January 18th, 1990. Certifications must:

- a) Differentiate between Asian ivory and African ivory and
- b) Prove and explain the general age of the ivory or rhinoceros.

ESA documents may be acquired from Mr. John Sexton, 1962 Portage Landing North, North Palm Beach, FL 33408. Mr. Sexton is a long time appraiser, a member of the ASA, and meets qualifications designated by the U.S. Fish & Wildlife Service as an individual qualified to prepare ESA documents. His fee is \$1,500 for each ESA document. John Sexton is an independent consultant with appropriate U.S. Government qualifications to prepare ESA statements. It is the buyer's responsibility to pay John Sexton for ESA statements. The documents are prepared by John Sexton, not James D. Julia Auctioneers. Once the statements are prepared, a copy will be presented to Julia's and kept on file, and then Julia's will present you with the ivory or rhinoceros horn objects. Another copy of the certificate should be kept for your records. Any item designated as ivory or rhinoceros in our catalog description and being offered for sale is done so only because it complies with current regulations and must be accompanied by an ESA document. If the lot does not already include an ESA document, the buyer must hire John Sexton to prepare one or sign the waiver form approved by Julia's.

In closing, James D. Julia is committed to comply with all Federal laws and regulations. The current regulations do not prohibit collectors from buying and selling ivory or rhinoceros, but they do establish new standards of proof. Our approach is to continue to sell our consignors' goods but to strictly follow those new standards of proof.

All of this pertains only to objects that have ivory or rhinoceros. Any such object in our auction shall have a special green identification tag.

Also, please note: There are certain states that have far more restrictive ivory laws. Currently, we are aware of California, New York, Washington and New Jersey. (but we have heard other states are also considering laws). We cannot and will not ship items containing ivory to any of these 4 states or any other which may pass such a law. It is the responsibility of the buyer to know whether it is permissible to purchase, transport into or own ivory or rhinoceros in your state or country before bidding. If you are the winning bidder and we find that you are not permitted, you are still the legal owner of the item. You are expected to pay for the item and determine how you will take possession of the item.

Special Note and Possible Exception

We have adopted the above procedure to protect the buyer, seller, and auctioneer. However, various buyers have argued that they do not wish to pay \$1,500 to have the ESA certification, and that they are willing to bear the risk themselves on any matter relating to ivory or rhinoceros objects. These buyers have argued that since we have already vetted the items to be sure that they comply with the law, they are satisfied with that assurance and do not want the ESA certification. As we stated above, the procedure that we initially established protects everyone, but if you as a buyer wish to purchase an item and bear all risks and responsibilities from this point on, we will indeed let you take possession of an ivory or ivory/rhinoceros horn mounted object that we have offered in our catalogs. However, you must sign a special waiver that specifically, clearly and completely waives all risks, all responsibilities, all potential loss of value, or any other loss, damage or liability that might arise at some later date after you have accepted the item. If, in lieu of the cost of the \$1,500 for ESA certification, you agree to sign this special waiver, then we will agree to release the item to you.

In conclusion, if you purchase an ivory/rhinoceros item, you must:

- a) Obtain an ESA certification from John Sexton at \$1,500, or;
- b) Sign and deliver a **"Waiver of Legal and Financial Risk to James D. Julia in regards to your Purchase of an ESA restricted Object"**

Please do not bid on any ivory or rhinoceros item if you are not prepared and willing to comply with either Option a) or Option b) above. You are, of course, entitled to obtain an ESA certificate from an expert other than John Sexton, but only after you have signed our "Waiver of Legal and Financial Risk to James D. Julia in regards to your Purchase of an ESA restricted Object."

James D. Julia, Inc. Offices
203 Skowhegan Road
Fairfield, Maine 04937
Tel: (207) 453-7125
Fax: (207) 453-2502
info@jamesdjulia.com



The 1790 House
827 Main Street
Woburn, Massachusetts 01801
Tel: (781) 460-6800
Fax: (781) 935-3868
info@jamesdjulia.com

Antique Auctioneer & Appraiser

**Waiver of Legal and Financial Risk to James D. Julia in regards to your
Purchase of an ESA Restricted Object**

I, _____, have purchased from James D. Julia's,
Lot # _____ on _____ (date)
identified as _____. This object is made of or includes an
item identified as containing ivory or rhinoceros horn.

I understand that at this point in time, I may purchase an ESA certification classification of ivory or rhinoceros horn from an independent and government qualified appraiser, John Sexton, and in doing so, I would comply with the strictest requirements of the U.S. Fish & Wildlife Service at this time.

Despite this, I have decided not to obtain an ESA certification and in so doing, I understand and agree to waive any and all claims and demands against James D. Julia, Inc., the consignor, appraiser John Sexton, and anyone associated with James D. Julia, Inc. for an adjustment, refund, or costs of litigation that could be incurred in the future related to the ivory or rhinoceros horn purchase. I also specifically, clearly and completely waive all risks, all responsibilities, all potential loss of value, or any other loss, damage or issue that might arise at some later date related to the ivory or rhinoceros horn purchase, and agree to indemnify James D. Julia, Inc. of any liability related to the ivory or rhinoceros horn purchase and my decision not to obtain an ESA certification.

By signing this waiver, I declare and agree that all of the above shall have no future liability in relationship to the purchase of this ivory or rhinoceros horn item. I further understand and agree that my estate and heirs will be bound by this same waiver.

I have read carefully and understood the contents of this waiver. I understand that I may consult with my own lawyer before I agree to this. I sign below of my own free will.

Signature of Buyer

Date

Printed Name of Buyer