GOODWOOD
FESTIVAL OF SPEED
SALE

Important Collectors’ Motor Cars and Automobilia
Chichester, Sussex | Friday 5 July 2019 at 11:00 and 14:00

VIEWING
Thursday 4 July 10:00 to 17:30
Friday 5 July from 09:00

SALE
Friday 5 July
Automobilia 11:00
Vehicle Registration Numbers immediately follow automobilia
Motor Cars 14:00

SALE NUMBER
25453

CATALOGUE
£50.00 + p&p

REGISTRATION
IMPORTANT NOTICE
Please note that all customers, irrespective of any previous activity with Bonhams, are required to complete the Bidder Registration Form in advance of the sale. The form can be found at the back of every catalogue and on our website at www.bonhams.com and should be returned by email or post to the specialist department or to the bids department at bids@bonhams.com.

To bid live online and / or leave internet bids please go to www.bonhams.com/auctions/25453 and click on the Register to bid link at the top left of the page.

BIDS
+44 (0) 20 7447 7447
+44 (0) 20 7447 7401 fax
bids@bonhams.com
To bid via the internet please visit www.bonhams.com

Live online bidding is available for this sale
Please email bids@bonhams.com with “Live bidding” in the subject line 48 hours before the auction to register for this service.

Please note that bids should be submitted no later than 16:00 on Thursday 4 July. Thereafter bids should be sent directly to the Bonhams office at the sale venue. bids@bonhams.com

We regret that we are unable to accept telephone bids for lots with a low estimate below £500. Absentee bids will be accepted. New bidders must also provide proof of identity when submitting bids. Failure to do so may result in your bids not being processed.

IMPORTANT INFORMATION
The United States Government has banned the import of ivory into the USA. Lots containing ivory are indicated by the symbol Ф printed beside the lot number in this catalogue.

ENQUIRIES
Motor Cars
+44 (0) 20 7468 5801
+44 (0) 20 7468 5802 fax
ukcars@bonhams.com
Automobilia & Vehicle Registration Numbers
+44 (0) 8700 273 619
automobilia@bonhams.com

SPECIALISTS
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james.knight@bonhams.com
Malcolm Barber
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malcolm.barber@bonhams.com

CUSTOMER SERVICES
Monday to Friday 09:30 - 18:00
+44 (0) 20 7447 7447

Please see page 2 for bidder information including after-sale collection and shipment.

Please see back of catalogue for important notice to bidders

ILLUSTRATIONS
Front cover: Lot 345
Back cover: Lot 323

PLEASE NOTE
Admission to the auction marquee is by catalogue only.

This catalogue also admits two to the Goodwood Festival of Speed on the Bonhams auction and viewing days only, tickets are in the back of this auction catalogue.

However, if this catalogue has been obtained at the Goodwood Festival of Speed it will not have admission tickets included.

This catalogue does not admit the holder to the Festival of Speed on Saturday 6 July or Sunday 7 July.
General Information

Admission
Bonhams has the right at its sole discretion without assigning any reason therefore to refuse admission to its premises or attendance at any of its sales by any person.

Absentee Bids
Bonhams will execute bids when instructed. Lots will be bought as cheaply as is allowed by other bids and Reserves.

References
Intending Buyers should supply bankers’ references. The references should be supplied to Bonhams in time to allow them to be taken up before the Sale. Unless arrangements are made with Bonhams for payment in advance of the Sale all Lots will be removed to storage immediately after the Sale at the Buyers’ cost. In any event, the Purchase Price should be paid to Bonhams not later than 12 noon on the day after the Sale. Attention is specifically drawn to Condition 6 of the Buyers’ Agreement as printed in this Catalogue.

Bidder Registration
To recognise bidders during the Sale all intending Buyers are required to complete a Bidder Registration Form giving full identification and appropriate references before the Sale which will enable them to bid by means of a number allocated to them.

Premium
Like the vast majority of auctioneers Bonhams charge what is known as a Buyer’s Premium on the Hammer Price of each Lot purchased and is subject to VAT. Some lots may also be subject to VAT on the Hammer Price and these lots will be clearly marked with a symbol (†, ‡) printed beside the lot number in the catalogue.

Methods of Payment
It is important you are aware of the following regarding registration and payment:

Bank Transfer: You may electronically transfer funds to our Trust Account. Please quote your paddle number and Invoice number as the reference. Our Trust Account details are as follows:
Bank: National Westminster Bank Plc
Address: PO Box 4RY
250 Regent Street
London W1A 4RY
Sort Code: 56-00-27
Account Name: Bonhams 1793 Limited
IBAN Number: GB 33 NWBK 560027 25663009

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the sterling amount payable, as set out on the invoice. Payment may also be made by one of the following methods:

Cash: You may pay for Lots purchased by you at this Sale with notes or coins in the currency in which the Sale is conducted (but not any other currency) provided that the total amount payable by you in respect of all Lots purchased by you at the Sale does not exceed £3,000, or the equivalent in the currency in which the Sale is conducted, at the time when payment is made. If the amount payable by you for Lots exceeds that sum, the balance must be paid otherwise than in coins or notes; this limit applies to both payment at our premises and direct deposit into our bank account.

Card: Debit issued by Visa and MasterCard only. There is no limit on payment value if payment is made in person using Chip & Pin verification. Credit cards issued by Visa and MasterCard only. There is a £5,000 limit on payment value if payment is made in person using Chip & Pin verification. It may be advisable to notify your debit or credit card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay.

Payment by telephone may also be accepted up to £5,000, subject to appropriate verification procedures, although this facility is not available for first time buyers. If the amount payable by you for Lots exceeds that sum, the balance must be paid by other means.

Note: only one debit or credit card may be used for payment of an account balance. If you have any questions with regards to card payments, please contact our Customer Services Department.

Cheque: You may pay by sterling cheque drawn on a UK bank or building society but all cheques must be cleared before you can collect your purchases, unless you have a cheque facility with Bonhams or we have received an assurance directly from your bank prior to the sale. Cheques generally take up to 10 working days to clear.

NOVA (Notification of Vehicle Arrivals)
Certain imported Motor Car and Motorcycle Lots marked “N” in the catalogue are subject to a NOVA Declaration prior to the purchaser making an application to register the vehicle in the UK with the DVLA.

EU Imports
• Bonhams will undertake the NOVA Declaration on the purchaser’s behalf, providing them with a NOVA reference number.

Non-EU Imports
• If the Lot is purchased by a private purchaser wishing to register in the UK, Bonhams will undertake the NOVA Declaration on the purchaser’s behalf, via an agent, providing them with both a NOVA reference number
• If the Lot is purchased by a trade buyer / company, Bonhams will provide the purchaser with a stamped CB8, though they will need to submit a NOVA Declaration themselves via: www.gov.uk/nova-logs. N.B. Bonhams takes no responsibility for a purchaser’s failure to submit a NOVA Declaration and any fines / charges levied against them as a result.

VAT
The following symbols are used to denote that VAT is due on the hammer price and buyer’s premium:
† VAT at 20% on hammer price and buyer’s premium
‡ VAT on imported items at 20% on hammer price.
• VAT on imported items at 5% on hammer price.
Zero rated for VAT, no VAT will be added to the hammer price or the buyer’s premium.

In all other instances no VAT will be charged on the hammer price, but VAT at the prevailing rate (currently 20%) will be added to the buyer’s premium which will be invoiced on a VAT inclusive basis.

NMT
Motor vehicle lots marked “NMT” in the catalogue originate from or are registered in another EU member state and have travelled less than 6,000km from new. Accordingly HMRC and the DVLA classify such machines as ‘New Means of Transport’ under the Nova Scheme and are subject to VAT at 20% on the hammer price. Potential bidders should familiarise themselves with the relevant regulations in their country prior to bidding.

Keys and Documents
Vehicles are offered with and without keys and documents. It is the buyers responsibility to inspect the lot at the sale to satisfy oneself as to the completeness, integrity and presence of keys, spares and documentation. The catalogue will not necessarily list such said items.
Guide for Buyers

Do I need to bring my catalogue to the sale?

Yes. Please ensure that you bring your catalogue to the sale as an entry is by catalogue only. Each catalogue allows two people entry on the view and sale days. Further copies of the catalogue can be purchased at the sale venue.

How do I bid at the sale?

In order to bid at the sale you will be required to complete a bidder registration form, and provide identification, photographic (passport or driving licence) and proof of address (utility bill/bank statement). In addition for a company registration please provide a copy of the Certificate of Incorporation plus proof of address.

Should you be unable to attend the sale but still wish to bid, you can either leave an absentee or telephone bid. These forms can generally be found at the back of the sale catalogue.

Telephone bidding

Telephone bidding allows you to bid live as the auction is happening. You will need to complete a form which asks for your name, address, the telephone number(s) you wish to contact you on (it is advisable to add an additional number such as your mobile) and the lot number(s) you wish to bid on. For any reason we are unable to contact you on the telephone number(s) you leave on the form, please ensure that the highest bid column is completed (optional). A member of Bonhams staff will contact you, a few lots prior to the lot(s) you wish to bid on and will be instructed from there on. Please note that we do not operate telephone bids for lots with a low estimate below £500.

Absentee/Commission bidding

As with telephone bidding, you will need to complete a form with your name, address and the lot(s) number(s) you wish to bid on. You will also need to enter the amount you are willing to bid up to for that lot (excluding premium & VAT). Bonhams will execute the bid as cheaply as possible on your behalf.

Please ensure the form is signed and dated at the bottom and disregard the card and padder no. fields at the top of the form as this is for Bonhams use only. Once the form is completed you can either fax or post it back to our offices. Should you post the form back to our offices, please ensure it is posted in ample time prior to the sale day. If you are a first time bidder you must also provide proof of identity. This can be either a copy of your passport or driving licence. This must be sent at the same time as your bidding form.

In order for the above forms to be accepted they have to be completed with buyer’s details, lot number(s), signed, contain credit/debit card details and fax/post to us no later than the morning of the sale day.

How fast will the auctioneer go?

The auctioneer will aim to sell circa 30 vehicles per hour.

Can I view the files that accompany the vehicles?

Yes, we should have every vehicles file available for inspection during the view. Each motor car’s registration document (V5C), is held within a separate file at the documents desk during the auction. To view this document please ask a member of staff.

Are there any warranties offered with the vehicles?

No. All vehicles are offered on an ‘as seen’ basis. It is wise if possible to bring a professional mechanic with you to fully inspect the vehicles. It is also advised that the vehicles are checked before road use. The fully illustrated catalogue will describe the vehicles to the best of our ability on information supplied. Should we receive pertinent information after the publication of the catalogue, we shall affix what is known as a sale room notice (SRN) to the vehicle. A list of all SRNs will be available by the time the vehicles are presented for view. We are happy to offer our opinion as to the integrity of the vehicle at the sale, however you should accept this is an opinion only and should not be relied upon. In short, you should satisfy yourself as to the completeness, condition and integrity of any lot prior to bidding. It is also important to note that some illustrations are historical and may show the vehicle in a better condition than now offered.

Can I change my mind after I have purchased a lot?

No. Lots are not sold as an option and there is no “cooling off” period. Once the auctioneer drops the hammer a contract is made and you are obligated to proceed with said contract.

VSC Registration Document procedures

Please note that Bonhams retain and update all registration documents, therefore please make sure if you are a successful bidder you fill in the registration dropping off period. Once the auctioneer drops the hammer a contract is made and you are obligated to proceed with said contract.

In order to comply with the Driver and Vehicle Licensing Authority’s (DVLA) procedures for updating a change of keeper for a motor vehicle.

If we have not received confirmation of the new keeper’s name and address 14 days from the date of the sale, we will write to you requesting this information.

If, after 28 days from the date of sale, we still have not had contact from you, we will update the new keeper to the name and address shown on your Bonhams client account.

Should your address be from outside the United Kingdom, we will inform the DVLA that the vehicle has been exported.

If you wish the new keeper details to be updated in any other way please make contact with the Sale Administrator as soon as possible.

Please Note: Once the V5C has been updated by the DVLA it cannot be reversed.

All registration document enquiries should be directed to Olive Spurrier.

How can I pay?

It is important you are aware of the following regarding registration and payment.

The name and address in which you register will be the name and address on your invoice, if successful. We cannot amend the details on your invoice, once issued.

Furthermore, when making payment, the account from which the payment is sent must match the buyer details as per on the bidder registration form and the issued invoice.

We are unable to accept any third party payments. Should a third party payment be made this will result in a delay in your payment being processed and your ability to collect your purchase.

We accept the following methods of payment.

Bonhams preferred payment method is by bank transfer.

Bank transfer

Our bank details can be found on the general information page. Please quote your client number and invoice number as the reference. If paying by bank transfer, the amount received after either the deduction of bank fees or for the conversion to pounds sterling, must not be less than the sterling amount payable on the invoice.

Payment by card

Debit issued by Visa and MasterCard only. There is no limit on payment value if payment is made in person using Chip & Pin verification.

Credit cards issued by Visa and MasterCard only. There is a £5,000 limit on payment value if payment is made in person using Chip & Pin verification. It may be advisable to notify your debit or credit card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay.

Payment by telephone may also be accepted up to £5,000, subject to appropriate verification procedures, although this facility is not available for first time buyers. If the amount payable by you for Lots exceeds that sum, the balance must be paid by other means.

Note: only one debit or credit card may be used for payment of an account balance. If you have any questions with regards to card payments, please contact our Customer Services Department.

Payment by cheque

You may pay by sterling cheque but all cheques must be cleared before you can collect your purchases, unless you have a cheque facility with Bonhams or we have received an assurance directly from your bank prior to the sale. Cheques generally take up to 10 working days to clear.

Payment by cash

We are happy to accept cash (in the currency in which the sale is conducted) but not to exceed £3,000. Any amount over £3,000 must be paid otherwise than in coins or notes.

Are there any other charges?

Like the vast majority of auctioneers Bonhams charge what is known as a Buyer’s Premium on the Hammer Price of each Lot purchased and is subject to VAT. Some lots may also be subject to VAT on the Hammer Price and these lots will be clearly marked with a symbol (+, A, * ) printed beside the lot number in the catalogue.

PLEASE NOTE FROM THE 4 MARCH 2016:

For Automobilia the Buyer’s Premium is 27.5% on the first £2,500 of the hammer price; 25% of the hammer price of amounts in excess of £2,500 up to and including £300,000; 20% of the hammer price of amounts in excess of £300,000 up to and including £3,000,000 and 13.8% of the hammer price of any amounts in excess of £3,000,000.

PLEASE NOTE FROM THE 1 SEPTEMBER 2018:

For Motor Cars and Vehicle Registration Numbers the Buyer’s Premium will be 15% on the first £500,000 of the Hammer Price of each Lot, and 12% on the balance thereafter.

Bidders’ attention is drawn to Condition 7 of the Notice to Bidders, VAT at the standard rate is payable on the Premium by all Buyers, unless otherwise stated.

When can I clear my purchases?

Once full payment has been received, purchases can be cleared (where possible) during and immediately after the auction. All unpaid and uncollected lots of Automobilia will be removed to Bonhams’ Warehouse at 6pm on the day of the sale. Vehicles will be uplifted the right of the sale to local store, clients will be given the address when collecting their invoices or paying for their purchases following the sale.

N.B. Clients cannot pay for purchases on Saturday 6 or Sunday 7 July at the local store.

Payment can be taken between 9am and 12pm on Monday 16 July at which point all remaining unpaid lots will be uplifted by Straight Eight Logistics to their storage facility.

Can someone deliver the vehicle for me?

Bonhams do not transport vehicles. However, representatives from our preferred carriers - Straight Eight Logistics - are present at every sale and can quote a price to deliver the vehicle to you. Their contact details are listed in the sale catalogue.

IMPORTANT V5/VSC INFORMATION

Please note that Bonhams retain and update all registration documents, therefore please make sure if you are a successful bidder you fill in the registration document on the day of the sale, with the name and address for which the vehicle is to be registered to. If you are unable to attend the sale, please contact Bonhams as soon as possible post-sale with the correct name and address. For motor car registration please contact the department.

05/2019
Collections

Automobilia

All purchased lots must be collected from the sale venue by 6pm on the day of sale. All un-collected purchased lots shall then be removed to Bonhams Guildford office at the buyers expense.

Bonhams Guildford office located at:
4 Millmead Guildford, GU2 4BE

Uncollected lots will be available for collection by appointment only from Tuesday 9 July

To arrange collection please contact the Automobilia Department
020 8963 2840 or automobilia@bonhams.com

All lots will be charged £10+VAT uplift and storage at £1+VAT per day per lot.

All lots marked with a ◊ will be charged £25+VAT uplift and storage at £5+VAT per day per lot.

All lots marked with a ◊◊ will be charged £50+VAT uplift and storage at £10+VAT per day per lot.

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All lots marked with a ◊ will be charged £25+VAT uplift and storage at £5+VAT per day per lot.

All lots marked with a ◊◊ will be charged £50+VAT uplift and storage at £10+VAT per day per lot.

All lots marked with a ◊◊◊ will require specific shipping and storage arrangements, as they are either extremely large or heavy objects.

Shippers or Agents wishing to collect on behalf of the purchaser must provide written instruction from the client before Bonhams will release the lot(s). All purchases are at buyers risk from the fall of the hammer.

Motor Cars

Vehicles must be collected from the local store by 12 noon on Monday 8 July after which they will be uplifted to store by Straight Eight Logistics to their storage facility.

Buyers should satisfy themselves that they have collected all relevant log books, documents and keys relating to their Lot(s) at time of collection.

Otherwise Lots shall be removed to storage at the Buyer’s expense (see below). Lots are at the Buyer’s risk from the fall of the hammer. It is strongly advisable that overseas purchasers and absentee bidders make arrangements regarding collection with Bonhams in advance of Sale.

Removal and Storage of Vehicles

All Lots not removed in accordance with the above will be transported by Straight Eight Logistics to storage on the south coast of England.

Vehicle Removal charges

£260 + VAT per vehicle

Vehicle Storage charges

First 14 days

£14 + VAT per motor car per day

Thereafter

£10 + VAT per motor car per day

Transport and Shipping

A representative of Straight Eight Logistics, will be at the Sale and can arrange national and international transportation as agent for the Buyer or the Seller (as the case may be).

Straight Eight Logistics
Unit 15 Lymington Enterprise Centre
Ampress Park
Lymington, SO41 8LZ
+44 (0) 20 3540 4929
transport@straighteightlogistics.com
www.straighteightlogistics.com

Motor Car Presentation

Chris Bailey, Showcase SVS
+44 (0) 7889 722 333
www.showcasesvs.co.uk

Photography

Simon Clay
Tom Wood
Neil Fraser
Roger Dixon (Automobilia)
On Thursday and Friday Bonhams clients should approach Goodwood House and they will then be directed into the public car parks for the Festival of Speed. Please ensure you give yourself adequate time to get from the public car parks to the Bonhams sale marquee.
NOTICE TO BIDDERS

This notice is addressed by Bonhams to any person who may be interested in a Lot, and to all persons participating in the auction process including auction attendees, Bidders and potential Buyers. Nothing herein is intended to be a warranty to any Buyer of the Lot. For ease of reference we refer to such persons as “Bidders” or “you”. Our List of Definitions and Glossary is incorporated into this Notice to Bidders. It is at Appendix 3 at the back of the Catalogue. Where words and phrases are used in this notice which are in the List of Definitions, they are printed in italics.

IMPORTANT: Additional information applicable to the Sale may be set out in the Catalogue for the Sale, in an insert in the Catalogue and/or in a notice displayed at the Sale venue and you should read them as well. Announcements affecting the Sale may also be given out orally before and during the Sale without prior written notice. You should be alert to the possibility of changes and ask in advance of bidding if there have been any.

1. OUR ROLE

In its role as Auctioneers of Lots, Bonhams acts solely for and in relation to (at that stage Bonhams does not enter into an agreement with you as the Buyer. The terms of that contract are set out in our Buyer’s Agreement, which you will find at Appendix 2 at the back of the Catalogue, and this will govern Bonhams’ relationship with the Buyer.

Bonhams does not owe or undertake to agree to any duty or responsibility to you in contract or tort (whether direct, collateral, express, implied or otherwise). If you successfully bid for a Lot and buy it, at that stage Bonhams does not act as principal. It is not Bonhams’ responsibility to you

2. LOTS

Subject to the Contractual Description printed in bold letters in the Description and/or Estimate of the Lot in the Catalogue (see paragraph 3 below), Lots are sold to the Buyer on an “as is” basis, with all faults and imperfections. Illustrations and photographs contained in the Catalogue (other than photographs forming part of the Contractual Description) or elsewhere of any Lots are for identification purposes only. A photograph or illustration may not reflect an accurate reproduction of the colour(s) or true condition of the Lot. Lots are available for inspection prior to the Sale and it is for you to satisfy yourself as to each and every aspect of a Lot, including its authorship, attribution, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the Hammer Price). It is your responsibility to examine any Lot in which you are interested. It should be remembered that the actual condition of a Lot may not be as good as that indicated by its outward appearance. In particular, parts may have been replaced or renewed and Lots may not be authentic or of satisfactory quality; the inside of a Lot may not be visible and may not be entered into, may be damaged, as for example where it is covered by upholstery or material. Given the age of many Lots they may have been damaged and/or repaired and you should not assume that a Lot is in good condition. Electronic or mechanical items or parts are sold for their artistic, historic or cultural interest and may not operate or may not comply with current statutory requirements. You should not assume that electrical items designed to operate on mains electricity will be suitable for connection to the mains electricity supply and you should obtain a report from a qualified electrician on their status before doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only. If you yourself do not have expertise regarding a Lot, you should consult someone who does to advise you.

We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details.

Any person who damages a Lot will be held liable for the loss caused.

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

The Catalogue contains an Entry about each Lot. Each Lot is sold by its respective Seller to the Buyer of the Lot as corresponding only with that part of the Entry which is printed in bold letters (and for the colour, which may be inaccurately reproduced) with any photograph of the Lot in the Catalogue. The remainder of the Entry, which is not printed in bold letters, represents Bonhams’ opinion (given on behalf of the Seller) about the Lot only and is not part of the Contractual Description in accordance with which the Lot is sold by the Seller.

Estimates

In most cases, an Estimate is printed beside the Entry. Estimates are only an expression of Bonhams’ opinion made on behalf of the Seller of the range within which Bonhams thinks the Hammer Price for the Lot is likely to fall; it is not an Estimate of value which it does not take into account any VAT or Buyer’s Premium payable or any other fees payable by the Buyer, which are detailed in paragraph 7 of the Notice to Bidders, below. Prices depend upon bidding and lots can sell for Hammer Prices below and above the Estimates, so Estimates should not be relied on as an indication of the actual selling price or value of a Lot. Estimates are in the currency of the Sale.

Condition Reports

In respect of most Lots, you may ask Bonhams for a Condition Report on the Lot’s general physical condition. If you do so, this will be provided by Bonhams on behalf of the Seller free of charge. As this is offered additionally and without charge, Bonhams is not entering into a contract with you in respect of the Condition Report and accordingly does not assume responsibility to you in respect of it. The Condition Report represents Bonhams’ reasonable opinion as to the Lots general condition in the terms stated in the particular report, and Bonhams does not represent or guarantee that a Condition Report includes all aspects of the internal or external condition of the Lot. Neither does the Seller owe or agree to owe you as a Bidder or Buyer any obligation or duty in respect of the three report about a Lot, whether in the Catalogue is available for your own inspection or for inspection by an expert instructed by you.

The Seller’s responsibility to you

The Seller does not make or agree to make any representation of fact or contractual promise, Guarantee or warranty and undertakes no obligation or duty, whether in contract or in tort (other than to the eventual Buyer as set out above), in respect of the accuracy or completeness of any statement or representation made by him or on his behalf, which is in any general descriptive of any Lot or as to the anticipated or likely selling price of any Lot. Other than as set out above, no statement or representation in any way descriptive of a Lot or any Estimate is incorporated into any Contract for Sale between a Seller and a Buyer.

Bonhams’ responsibility to you

You have the opportunity of examining the Lot if you want to and the Contract for Sale for a Lot is with the Seller and not with Bonhams. Bonhams acts as the Seller’s agent only (unless Bonhams sells the Lot as principal).

Bonhams undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, to establish or prove the accuracy of any Descriptions or opinions given by Bonhams, or by any person on Bonhams’ behalf, whether in the Catalogue or elsewhere.

You should not suppose that such examinations, investigations or tests have occurred.

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by Bonhams or on Bonhams’ behalf which is in any way descriptive of any Lot or as to the anticipated or likely selling price of any Lot. No statement or representation by Bonhams or on its behalf in any way descriptive of any Lot or any Estimate is incorporated in our Buyer’s Agreement.

Alterations

Descriptions and Estimates may be amended at Bonhams’ discretion from time to time by notice given orally or in writing before or during a Sale.

The LOT IS AVAILABLE FOR INSPECTION AND YOU MUST FORM YOUR OWN OPINION IN RELATION TO IT. YOU ARE STRONGLY ADVISED TO EXAMINE ANY LOT OR HAVE IT EXAMINED ON YOUR BEHALF BEFORE THE SALE.

4. CONDUCT OF THE SALE

Our Sales are public auctions which persons may attend and you should take the opportunity to do so. We reserve the right at our sole discretion to refuse admission to our premises or to any Sale and to remove any person from our premises and Sales, without stating a reason. We have complete discretion as to whether the Sale proceeds; whether any Lot is included in the Sale, the manner in which the Sale is conducted and we may offer Lots for Sale in any order we choose notwithstanding the numbers given to Lots in the Catalogue. You should therefore check the date and starting time of the Sale, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a Lot you are interested in is put up for Sale. We have complete discretion in which to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any Lot, to combine two or more Lots, to withdraw any Lot from a Sale and, before the Sale has been closed, to put up any Lot for auction again. Auction speeds can exceed 100 Lots to the hour and bidding increments are generally about 10%; however, these do vary from Sale to Sale and from Auctioneer to Auctioneer. Please check with the department organising the Sale for advice on this. Where a Reserve has been applied to a Lot, the Auctioneer may, in his absolute discretion, place bids (up to an amount not equaling or exceeding such Reserve) on behalf of the Seller. We are not responsible to you in respect of the presence or absence of any Reserve in respect of any Lot. If there is a Reserve it will be no higher than the lower figure for any Estimate in the Catalogue, assuming that the currency of the Reserve has not fluctuated adversely against the currency of the Estimate. The Buyer will be the Bidder who makes the highest bid acceptable to the Auctioneer for any Lot (subject to any applicable Reserve) to whom the Lot is knocked down by the Auctioneer at the fall of the Auctioneer’s hammer. Any dispute as to the highest acceptable bid will be settled by the Auctioneer in his absolute discretion. All bids tendered will relate to the actual Lot number announced by the Auctioneer. An electronic currency converter may be used at the Sale. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the Sale and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the Sale. At some Sales, for example, jewellery Sales, we may use screens on which images of the Lots will be projected. This service is provided to assist viewing at the Sale. The image on the screen should be treated as an indication only of the current Lot. It should be noted that all bids tendered will relate to the actual Lot number announced by the Auctioneer. We do not accept any responsibility for any errors which may occur in the use of the screen.

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5. BIDDING

You must complete and deliver to us one of our Bidding Forms, either our Bidding Registration Form, Absentee Bidding Form or Telephone Bidding Form in order to bid at our Sales. If you are a new client at Bonhams or have not recently updated your registration details with us, you must pre-register to bid at least 24 working days before the Sale at which you wish to bid. You will be required to provide government-issued proof of identity and residence, and if you are a company, your certificate of incorporation or equivalent documentation with your name and registered address, government issued proof of your current address, documentary proof of your beneficial owners and directors, and proof of authority to transact.

We may also request a financial reference and for deposit from you before allowing you to bid.

We reserve the rights at our discretion to request further information in order to complete our client identification and to decline to register any person as a Bidder, and to decline to accept their bids if they have been so registered. We also reserve the rights to postpone completion of the Sale of any Lot at our discretion while we complete our registration and identification enquiries, and to cancel the Sale of any Lot if you are in breach of your warranties as Buyer, or if we consider that such Sale would be unlawful or otherwise cause liabilities for the Seller or Bonhams or be detrimental to Bonhams’ reputation.

Bidding in person

So long as you have pre-registered to bid or have updated your existing registration recently, you should come to our Bidding registration desk at the Sale venue and fill out a Registration and Bidding Form on (or, if possible, before) the day of the Sale. The bidding system is sometimes referred to as “paddle bidding”. You will be issued with a large card (a “paddle”) with a printed number on it. This will be attributed to you for the purposes of the Sale. Should you be a successful Bidder you will need to ensure that your number can be clearly seen by the Auctioneer and that it is your number which is identified as the Buyer’s. You should not let anyone else use your paddle as all Lots will be invoiced to the name and address given on your Bidding Registration Form. Once an invoice is issued it will not be changed. If there is any doubt as to the Hammer Price of a Lot, whether you are the successful Bidder of, a particular Lot, you must draw this to the attention of the Auctioneer before the next Lot is offered for Sale, at the end of the Sale, or when you have finished bidding please return your paddle to the Bidding registration desk.

Bidding by telephone

If you wish to bid at the Sale by telephone, and have pre-registered to bid or have updated your existing registration details recently, please complete a Registration and Bidding Form, which is available from our offices or in the Catalogue. Please then return it to the office responsible for the Sale at least 24 hours in advance of the Sale. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service offered at no additional charge and may not be available in relation to all Lots. We will not be responsible for bidding on your behalf if you are unavailable at the time of the Sale or if the telephone connection is interrupted during bidding. Please contact us for further details.

Bidding post or fax

Absentee Bidding Forms can be found in the back of this Catalogue and should be completed and sent to the office responsible for the Sale, once you have pre-registered to bid or have updated your existing registration details recently. It is in your interests to return your form as soon as possible, as two or more Bidders submit identical bids for a Lot, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the Sale. Please check your Absentee Bidding Form carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to Reserves and other bids made for the Lot. Where appropriate your bids will be rounded down to the nearest £1,000 or other increment consistent with the Auctioneer’s bidding increments. New Bidders must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

Bidding via the internet

Please visit our Website at http://www.bonhams.com for details of how to bid via the internet.

Bonhams will not be liable for service delays, interruptions or other failures to make a bid caused by losses of internet connection, fault or failure with the website or bidding process, or malfunction of any software or system, computer or mobile device.

Bidding through an agent

Bids will be treated as placed exclusively by and on behalf of the person named on the Bidding Form unless otherwise agreed by us in writing in advance of the Sale. If you wish to bid on behalf of another person (your principal) you must complete the pre-registration requirements set out above both on your own behalf and with all details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

You are specifically referred to your due diligence requirements concerning your principal and their source of funds, and the warranties you give in the event you are the Buyer, which are contained in paragraph 5 of the Buyer’s Agreement, set out at Appendix 2 at the back of the Catalogue.

Nevertheless, as the Bidding Form explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact) will be jointly and severally liable with the principal to the Seller and to Bonhams under any contract resulting from the acceptance of a bid.

Equally, please let us know if you intend to nominate another person to bid on your behalf at the Sale unless this is to be carried out by us pursuant to a Telephone or Absentee Bidding Form that you have completed. If we do not approve the agency arrangements in writing before the Sale, we are entitled to assume that the person bidding on your behalf is acting on his own behalf. Accordingly, the person bidding at the Sale will be the Buyer and will be liable to pay the Hammer Price and Buyer’s Premium and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent’s client’s identity and residence in advance of any bids made by the agent on his behalf. Please refer to our Conditions of Business and contact our Customer Services Department for further details.


On the Lot being knocked down to the Buyer, a Contract for Sale of the Lot will be entered into between the Seller and the Buyer on the terms of the Contract for Sale set out in Appendix 1 at the back of the Catalogue. You will be liable to pay the Purchase Price, which is the Hammer Price plus any applicable VAT. At the same time, a separate contract is also entered into between us as Auctioneers and the Buyer. This is our Buyer’s Agreement, the terms of which are set out in Appendix 2 at the back of the Catalogue. Please read the terms of the Contract for Sale and our Buyer’s Agreement contained in the Catalogue in case you are the successful Bidder including the warranties as to your status and source of funds. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the Catalogue and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or by oral announcements before and during the Sale. It is your responsibility to ensure you are aware of the up to date terms of the Buyer’s Agreement for this Sale.

7. BUYER’S PREMIUM AND OTHER CHARGES PAYABLE BY THE BUYER

Under the Buyer’s Agreement, a premium (the Buyer’s Premium) is payable to us by the Buyer in accordance with the terms of the Buyer’s Agreement and at rates set out below, calculated by reference to the Hammer Price and payable in addition to it. Storage charges and Expenses are also payable by the Buyer as set out in the Buyer’s Agreement. All the sums payable to us by the Buyer are subject to VAT. For this Sale the following rates of Buyer’s Premium will be payable by Buyers on each lot purchased:

(a) Motor Cars and Motorcycles
15% on the first £500,000 of the Hammer Price
12% from £500,001 of the Hammer Price

(b) Automobilia
27.5% on the first £2,500 of the Hammer Price
25% from £2,501 to £300,000 of the Hammer Price
20% from £300,001 to £3,000,000 of the Hammer Price
13.9% from £3,000,001 of the Hammer Price

Storage and handling charges may also be payable by the Buyer as detailed on the specific Sale Information page at the front of the catalogue.

The Buyer’s Premium and all other charges payable to us by the Buyer are subject to VAT at the prevailing rate, currently 20%.

VAT may also be payable on the Hammer Price of the Lot, where indicated by a symbol beside the Lot number. See paragraph 8 below for details.

On certain Lots, which will be marked “AR” in the Catalogue and which are sold for a Hammer Price of €1,000 or greater (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale), the Additional Premium will be payable to us by the Buyer to cover our Expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006. The Additional Premium will be a percentage of the amount of the Hammer Price calculated in accordance with the table below, and shall not exceed €12,500 (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale).

<table>
<thead>
<tr>
<th>Hammer Price</th>
<th>Percentage amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>From €0 to €50,000</td>
<td>4%</td>
</tr>
<tr>
<td>From €50,001 to €200,000</td>
<td>3%</td>
</tr>
<tr>
<td>From €200,001 to €350,000</td>
<td>1%</td>
</tr>
<tr>
<td>From €350,001 to €500,000</td>
<td>0.5%</td>
</tr>
<tr>
<td>Exceeding €500,000</td>
<td>0.25%</td>
</tr>
</tbody>
</table>

8. VAT

The prevailing rate of VAT at the time of going to press is 20%, but this is subject to government change and the rate payable will be the rate in force on the date of the Sale.

The following symbols, shown beside the Lot number, are used to denote that VAT is due on the Hammer Price and Buyer’s Premium:

• VAT at the prevailing rate on Hammer Price and Buyer’s Premium
• VAT on imported items at the prevailing rate on Hammer Price and Buyer’s Premium
• VAT on imported items at a preferential rate of 5% on Hammer Price and the prevailing rate on Buyer’s Premium
• Gold bullion exempt from VAT on the Hammer Price and subject to VAT at the prevailing rate on the Buyer’s Premium
• Zero rated for VAT, no VAT will be added to the Hammer Price or the Buyer’s Premium
• Buyers from within the EU: VAT is payable at the prevailing rate on just the Buyer’s Premium (NOT the Hammer Price). Buyers from outside the EU: VAT is payable at the prevailing rate on both Hammer Price and Buyer’s Premium. If a Buyer, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise Bonhams immediately.
In all other instances no VAT will be charged on the Hammer Price, but VAT at the prevailing rate will be added to Buyer’s Premium which will be invoiced on a VAT inclusive basis.

9. PAYMENT
It is of critical importance that you ensure that you have readily available funds to pay the Purchase Price and the Buyer’s Premium (plus VAT and any other charges and Expenses to us) in full before making a bid for the Lot. If you are a successful Bidder, payment will be due to us by 4.30 pm on the second working day after the Sale so that all sums are cleared by the eighth working day after the Sale. Payments made by anyone other than the registered Buyer will not be accepted. Bonhams reserves the right to vary the terms of payment at any time.

Bonhams’ preferred payment method is by bank transfer.

You may electronically transfer funds to our Account. If you do so, please quote your paddle number and invoice number as the reference. Our Account details are as follows:

Bank: National Westminster Bank Plc
Address: PO Box 4RY
250 Regent Street
London W1A 4RY
Account Name: Bonhams 1793 Limited
Account Number: 25563009
Sort Code: 56-00-27
IBAN: GB 33 NBWB 560027 25563009

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling may not be less than the sterling amount payable, as set out on the invoice.

Payment may also be made by one of the following methods:

Sterling personal cheque drawn on a UK branch of a bank or building society; all cheques must be cleared before you can collect your purchases and should be made payable to Bonhams 1793 Limited.

Cash: you may pay for Lots purchased by you at this Sale with notes or coins in the currency in which the Sale is conducted (but not any other currency) provided that the total amount payable by you in respect of all Lots purchased by you at the Sale does not exceed £3,000, or the equivalent in the currency in which the Sale is conducted, at the time when payment is made. If the amount payable by you for Lots exceeds that sum, the balance must be paid otherwise than in coins or notes; this limit applies to both payment at our premises and direct deposit into our bank account.

Debit cards issued in the name of the Buyer (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only). There is no limit on payment value if payment is made in person using Chip & Pin verification.

Payment by telephone may also be accepted up to £5,000, subject to appropriate verification procedures, although this facility is not available for first time buyers. If the amount payable by you for Lots exceeds that sum, the balance must be paid by other means.

Credit cards issued in the name of the Buyer (including China Union Pay (CUP) cards and credit cards issued by Visa and MasterCard only). There is a £5,000 limit on payment value if payment is made in person using Chip & Pin verification.

It may be advisable to notify your debit or credit card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay.

Note: only one debit or credit card may be used for payment of an account balance. If you have any questions with regards to card payments, please contact our Customer Services Department.

We reserve the rights to investigate and identify the source of any funds received by us, to postpone completion of the sale of any Lot at our discretion while we complete our investigations, and to cancel the Sale of any Lot if you are in breach of your warranties as Buyer. If we consider that such Sale would be unlawful or otherwise cause liabilities for the Seller or Bonhams, or would be detrimental to Bonhams’ reputation.

10. COLLECTION AND STORAGE
The Buyer of a Lot will not be allowed to collect it until payment is made in full and in cleared funds has been made (unless we have made a special arrangement with the Buyer). For collection and removal of purchased Lots, please refer to Sale Information at the front of the Catalogue. Our offices are open 9.00am – 5pm Monday to Friday. Details relating to the collection of a Lot, the storage of a Lot and our Storage Contractor after the Sale are set out in the Catalogue.

11. SHIPPING
For information and estimates on domestic and international shipping as well as export licenses please contact Allan Shipping on +44 (0) 1582 493 099 enquiries@allanshipping.co.uk

12. EXPORT/TRADE RESTRICTIONS
It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licensing arrangements can be found on the ACE website http://www.arts council.org.uk/ what-we-do/supporting-museums/cultural-property/export- controls/export-licensing/ or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any Sale nor allow any delay in making full payment for the Lot. Generally, please contact our shipping department before the Sale if you require assistance in relation to export regulations.

13. CITES REGULATIONS
Please be aware that all Lots marked with the symbol *Y* are subject to CITES regulations when exporting these items outside the EU. These regulations may be found at http://www.defra.gov.uk/ahvla-en/imports-exports/cites/ or may be requested from:
Animal Health and Veterinary Laboratories Agency (AHVLA) Wildlife Licensing Floor 1, Zone 17, Temple Quay House 2 The Square, Temple Quay BRISTOL BS1 6EE
Tel: +44 (0) 117 372 8774
The refusal of any CITES licence or permit and any delay in obtaining such licences or permits shall not give rise to the rescission or cancellation of any Sale, nor allow any delay in making full payment for the Lot.

14. THE SELLERS AND/OR BONHAMS’ LIABILITY

Other than any liability of the Seller to the Buyer of a Lot under the Contract for Sale, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the Seller are liable in relation to any Lot or any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutioary remedy or otherwise, our and/or the Seller’s liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person’s rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (ii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist Stamp or Block Sales) only and 10 of the Buyer’s Agreement. The same applies in respect of the Seller, if references to us in this paragraph were substituted with references to the Seller.

15. BOOKS
As stated above, all Lots are sold on an “as is” basis, subject to all faults, imperfections and errors of Description save as set out below. However, you will be entitled to reject a Book in the circumstances set out in paragraph 11 of the Buyers Agreement. Please note that Lots comprising printed Books, unframed maps and bound manuscripts are not liable to VAT on the Buyer’s Premium.

16. CLOCKS AND WATCHES
All Lots are sold “as is”, and the absence of any reference to the condition of a clock or watch does not imply that the Lot is in good condition and without defects, repairs or restorations. Most clocks and watches have been repaired in the course of their normal lifetime and may now incorporate parts not original to them. Furthermore, Bonhams makes no representation or warranty that any clock or watch is in working order. As clocks and watches often contain fine and complex mechanisms, Bidders should be aware that a general service, change of battery or further repair work, for which the Buyer is solely responsible, may be necessary. Bidders should be aware that the importation of watches such as Rolex, Frank Muller and Corum into the United States is highly restricted. These watches may not be shipped to the USA and can only be imported personally.

17. FIREARMS – PROOF CONDITION AND CERTIFICATION

Proof of Firearms
The term “proof exemption” indicates that a firearm has been examined at a Proof House, but not proved, as either (a) no probing of interest and not intended for use, or (b) ammunition was not available. In either case, the firearm must be regarded as unsafe to fire unless subsequently proved. Firearms proved for Black Powder should not be used with smokeless ammunition.

The term “Certificate of Unprovability” indicates that a firearm has been examined at a Proof House and is deemed both unsuitable for proof and use. Reproof is required before any such firearm is to be used.

Guns Sold as Parts
Barrels of guns sold as parts will only be made available for sleeving and measurements once rendered unseviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

Condition of Firearms
Comment in this Catalogue is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending bidder unable to make technical examinations

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and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective Bidders are advised to consult the * of bore and wall-thickness measurements posted in the saleroom and available from the department. Bidders should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

**Original Gun Specifications Derived from Gunmakers**
The Sporting Gun Department endeavours to confirm a gun’s original specification and date of manufacture with makers who hold their original records.

**Licensing Requirements**
**Firearms Act 1968 as amended**
Bonhams is constantly reviewing its procedures and would remind you that, in the case of firearms or shotguns subject to certification, to conform with current legislation, Bonhams is required to see, as appropriate, your original registered firearms dealer’s certificate / shot gun certificate / firearm certificate / museum firearms licence / Section 5 authority or import licence (or details of any exemption from which you may benefit, for instance Crown servant status) for the firearm(s) you have purchased prior to taking full payment of the amount shown on your invoice. Should you not already be in possession of such an authority or exemption, you are required to initially pay a deposit of 95% of the total invoice with the balance of 5% payable on presentation of your valid certificate or licence showing your authority to hold the firearm(s) concerned.

Please be advised that if a successful Bidder is then unable to produce the correct paperwork, the Lots will be reoffered by Bonhams in the next appropriate Sale, on standard terms for Sellers, and you will be responsible for any loss incurred by Bonhams on the original Sale to you.

In the case of RFD certificates and Section 5 authorities, we wish to keep an up-to-date copy on file. Please supply us with a Fax or photocopy. It would be helpful if you could send us an updated copy whenever your certificate or authority is renewed or changed.

Lots marked “S1” and bearing red labels are Section 1 firearms and require a valid British Firearms certificate, RFD Licence or import licence.

Lots marked “S2” and bearing blue labels are Section 2 firearms and require a valid British Shotgun certificate, RFD Licence or import licence.

Lots marked “SS” and bearing specially marked red labels are Section 5 prohibited firearms and require a valid Section 5 Authority or import licence.

Lots marked with a “SS6” and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked Lots require no licence.

Please do not hesitate to contact the Modern Sporting Gun Department should you have any queries.

**Taxidermy and Related Items**
On behalf of the Seller of these articles, Bonhams undertakes to comply fully with Cites and DEFFA regulations. Buyers are advised to inform themselves of all such regulations and should expect the exportation of items to take some time to arrange.

**18. FURNITURE**

**Upholstered Furniture**
Whilst we take every care in cataloguing furniture which has been upholstered we offer no Guarantee as to the originality of the wood covered by fabric or upholstery.

**19. JEWELLERY**

**Gemstones**
Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance. Bidders should be aware that Estimates assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed Descriptions of gemstones. However, there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone.

In the event that Bonhams has been given or has obtained certificates for any Lot in the Sale these certificates will be disclosed in the Catalogue. Although, as a matter of policy, Bonhams endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each Lot. In the event that no certificate is published in the Catalogue, Bidders should assume that the gemstones may have been treated. Neither Bonhams nor the Seller accepts any liability for contradictions or differing certificates obtained by Buyers on any Lots subsequent to the Sale.

**Estimated Weights**
If a stone(s) weight appears within the body of the Description in capital letters, the stone(s) has been unmounted and weighed by Bonhams. If the weight of the stone(s) is stated to be approximate and does not appear in capital letters, the stone(s) has been assessed by us within its/their settings, and the stated weight is a statement of our opinion only. This information is given as a guide and Bidders should satisfy themselves with regard to this information as to its accuracy.

**Signatures**
1. A diamond brooch, by Kutchinsky
When the maker’s name appears in the title, in Bonhams’ opinion the piece is by that maker.

2. A diamond brooch, signed Kutchinsky
Has a signature that, in Bonhams’ opinion, is authentic but may contain gemstones that are not original, or the piece may have been altered.

3. A diamond brooch, mounted by Kutchinsky
Has been created by the jeweller, in Bonhams’ opinion, but using stones or designs supplied by the client.

**20. PHOTOGRAPHS**

**Explanation of Catalogue Terms**
• “Bill Brandt”: in our opinion a work by the artist.
• “Attributed to Bill Brandt”: in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
• “Signed and/or titled and/or dated and/or inscribed”: in our opinion the signature and/or date and/or inscription are from the hand of the artist.
• “Follower of Jacopo Bassano”: in our opinion probably a work by an artist less certainty as to authorship is expressed than in the preceding category;
• “Attributed to Jacopo Bassano”: in our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category;
• “Studio/Workshop of Jacopo Bassano”: in our opinion a work by an unknown hand in a studio of the artist which may or may not have been executed under the artist’s direction;
• “Circle of Jacopo Bassano”: in our opinion a work by a hand closely associated with a named artist but not necessarily his pupil;
• “Follower of Jacopo Bassano”: in our opinion a work by a painter working in the artist’s style, contemporary or nearly contemporary, but not necessarily his pupil;
• “Manner of Jacopo Bassano”: in our opinion a work in the style of the artist and of a later date;
• “After Jacopo Bassano”: in our opinion, a copy of a known work of the artist;
• “Signed and/or dated and/or inscribed”: in our opinion the signature and/or date and/or inscription are from the hand of the artist;
• “Bears a signature and/or date and/or inscription”: in our opinion the signature and/or date and/or inscription have been added by another hand.

**21. PICTURES**

**Explanation of Catalogue Terms**
The following terms used in the Catalogue have the following meanings but are subject to the general provisions relating to Descriptions contained in the Contract for Sale:
• “Jacopo Bassano”: in our opinion a work by the artist. When the artist’s forename(s) is not known, a series of asterisks, followed by the surname of the artist, whether preceded by an initial or not, indicates that in our opinion the work is by the artist named;
• “Attributed to Jacopo Bassano”: in our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category;
• “Studio/Workshop of Jacopo Bassano”: in our opinion a work by an unknown hand in a studio of the artist which may or may not have been executed under the artist’s direction;
• “Circle of Jacopo Bassano”: in our opinion a work by a hand closely associated with a named artist but not necessarily his pupil;
• “Follower of Jacopo Bassano”: in our opinion a work by a painter working in the artist’s style, contemporary or nearly contemporary, but not necessarily his pupil;
• “Manner of Jacopo Bassano”: in our opinion a work in the style of the artist and of a later date;
• “After Jacopo Bassano”: in our opinion, a copy of a known work of the artist;
• “Signed and/or dated and/or inscribed”: in our opinion the signature and/or date and/or inscription are from the hand of the artist;
• “Bears a signature and/or date and/or inscription”: in our opinion the signature and/or date and/or inscription have been added by another hand.

**22. PORCELAIN AND GLASS**

**Damage and Restoration**
For your guidance, in our Catalogues we attempt to detail, as far as practicable, all significant defects, cracks and restoration. Such practicable Descriptions of damage cannot be definitive, and in providing Condition Reports, we cannot Guarantee that there are no other defects present which have not been mentioned. Bidders should satisfy themselves by inspection, as to the condition of each Lot. Please see the Contract for Sale printed in this Catalogue. Because of the difficulty in determining whether an item of glass has been repolished, in our Catalogues reference is only made to visible chips and cracks. No mention is made of repolishing, severe or otherwise.

**23. VEHICLES**

The Veteran Car Club of Great Britain

**Dating Plates and Certificates**
When mention is made of a Veteran Car Club Dating Plate or Dating Certificate in this Catalogue, it should be borne in mind that the Veteran Car Club of Great Britain uses the services of Veteran Car Company Ltd, does from time to time, review cars already dated and, in some instances, where fresh evidence becomes available, the review can result in an alteration of date. Whilst the Club and Veteran Car Company Ltd make every effort to ensure accuracy, the date shown on the Dating Plate or Dating Certificate cannot be guaranteed as correct and intending purchasers should make their own enquiries as to the date of the car.

**24. WINE**
Lots which are lying under Bond and those liable to VAT may not be available for immediate collection.

**Examining the wines**
It is occasionally possible to provide a pre-Sale tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details.
It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the Catalogue where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

Corks and Ullages
Ullage refers to the space between the base of the cork and the wine. Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as follows:

- Under 15 years old – into neck or less than 4cm
- 15 to 30 years old – top shoulder (ts) or up to 5cm
- Over 30 years old – high shoulder (hS) or up to 6cm

It should be noted that ullages may change between publication of the Catalogue and the Sale and that corks may fall as a result of transporting the wine. We will only accept responsibility for Descriptions of condition at the time of publication of the Catalogue and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

Options to buy parcels
A parcel is a number of Lots of identical size of the same wine, bottle size and Description. The Buyer of any of these Lots has the option to accept some or all of the remaining Lots in the parcel at the same price, although such options will be at the Auctioneer’s sole discretion. Absentee Bidders are, therefore, advised to bid on the first Lot in a parcel.

Wines in Bond
Wines lying in Bond are marked Δ. All Lots sold under Bond, and which the Buyer wishes to remain under Bond, will be invoiced without VAT or Duty on the Hammer Price. If the Buyer wishes to take the Lot as Duty paid, UK Excise Duty and VAT will be added to the Hammer Price on the invoice.

Buyers must notify Bonhams at the time of the sale whether they wish to take their wines under Bond or Duty paid. If a Lot is taken under Bond, the Buyer will be responsible for all VAT, Duty, clearance and other charges that may be payable thereon.

Buyers outside the UK must be aware that any forwarding agent appointed to export their purchases must have a movement certificate for Lots to be released under Bond.

Bottling Details and Case Terms
The following terms used in the Catalogue have the following meanings:

- GB – Château bottled
- DB – Domaine bottled
- EstB – Estate bottled
- BB – Bordeaux bottled
- BE – Belgian bottled
- FB – French bottled
- GB – German bottled
- OB – Oporto bottled
- UK – United Kingdom bottled
- owc – original wooden case
- icw – individual wooden case
- oc – original carton

SYMBOLS
THE FOLLOWING SYMBOLS ARE USED TO DENOTE

Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.

TP Objects displayed with a TP will be located at the Cadogan Tote warehouse and will only be available for collection from this location.

W Objects displayed with a W will be located in the Bonhams Warehouse and will only be available for collection from this location.

Δ Wines lying in Bond

AR An Additional Premium will be payable to us by the Buyer to cover our Expenses relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.

The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.

Bonhams owns the Lot either wholly or partially or may otherwise have an economic interest in the Lot.

This Lot contains or is made of ivory. The United States Government has banned the import of ivory into the USA.

DATA PROTECTION – USE OF YOUR INFORMATION
Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our website www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London, W1S 1SR or by email from info@bonhams.com

APPENDIX 1

CONTRACT FOR SALE

IMPORTANT: These terms may be changed in advance of the Sale of the Lot to you, by the setting out of different terms in the Catalogue for the Sale and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or on Bonhams’ website, and/or by oral announcements before and during the Sale at the Sale venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

Under this contract the Seller’s liability in respect of the quality of the Lot, its fitness for any purpose and its conformity with any Description is limited. You are strongly advised to examine the Lot for yourself and/or obtain an independent examination of it before you buy it.

1 THE CONTRACT

1.1 These terms and the relevant terms for Bidders and Buyers in the Notice to Bidders govern the Contract for Sale of the Lot by the Seller to the Buyer.

1.2 The Definitions and Glossary contained in Appendix 3 in the Catalogue are incorporated into this Contract for Sale and a separate copy can also be provided by Bonhams on request. Where words and phrases are used which are in the List of Definitions, they are printed in italics.

1.3 The Seller sells the Lot as the principal to the Contract for Sale, such contract being made between the Seller and you through Bonhams which acts in the sole capacity as the Seller’s agent and not as an additional principal. However, if the Catalogue states that Bonhams sells the Lot as principal, or such a statement is made by an announcement by the Auctioneer, or by a notice at the Sale, or an insert in the Catalogue, then Bonhams is the Seller for the purposes of this agreement.

1.4 The contract is made on the fall of the Auctioneer’s hammer in respect of the Lot when it is knocked down to you.

2 SELLER’S UNDERTAKINGS

2.1 The Seller undertakes to you that:

2.1.1 the Seller is the owner of the Lot or is duly authorised to sell the Lot by the owner;

2.1.2 save as disclosed in the Entry for the Lot in the Catalogue, the Seller sells the Lot with full title guarantee or, where the Seller is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the Lot.

2.1.3 except where the Sale is by an executor, trustee, liquidator, receiver or administrator the Seller is both legally entitled to sell the Lot, and legally capable of conferring on you quiet possession of the Lot and that the Sale conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);

2.1.4 the Seller has complied with all requirements, legal or otherwise, relating to any export or import of the Lot, and all duties and taxes in respect of the export or import of the Lot have (unless stated to the contrary in the Catalogue or announced by the Auctioneer) been paid and, so far as the Seller is aware, all third parties have complied with such requirements in the past;

2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the Sale venue or by the Notice to Bidders or by an insert in the Catalogue or on the Bonhams website, the Lot corresponds with the Contractual Description of the Lot, being that part of the Entry about the Lot in the Catalogue which is in bold letters and (except for colour) with any photograph of the Lot in the Catalogue.

3 DESCRIPTIONS OF THE LOT

3.1 Paragraph 2.1.5 sets out what is the Contractual Description of the Lot. In particular, the Lot is not sold as corresponding with any part of the Entry in the Catalogue which is not printed in bold letters, the remainder of which Entry merely sets out (on the Seller’s behalf) Bonhams’ opinion about the Lot and which is not part of the Contractual Description upon which the Lot is sold. Any statement or representation other than that part of the Entry referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any Description or Estimate, whether made orally or in writing, including in the Catalogue or on Bonhams’ Website, or by conduct, or otherwise, and whether by or on behalf of the Seller or Bonhams and whether made prior to or during the Sale, is not part of the Contractual Description upon which the Lot is sold.

3.2 Except as provided in paragraph 2.1.5, the Seller does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been Bonhams. No such Description or Estimate is incorporated into this Contract for Sale.
4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

4.1 The Seller does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the Lot or its fitness for any purpose.

4.2 The Seller will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the Lot or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

5.1 Risk in the Lot passes to you after 7 days from the day upon which it is knocked down to you on the fall of the Auctioneer’s hammer in respect of the Lot, or upon collection of the Lot if earlier. The Seller will not be responsible thereafter for the Lot prior to you collecting it from Bonhams or the Storage Contractor, with whom you have separate contract(s) as Buyer. You will indemnify the Seller and keep the Seller fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the Lot beyond 7 days from the day of the fall of the Auctioneer’s hammer until you obtain full title to it.

5.2 Title to the Lot remains in and is retained by the Seller until: (i) the Purchase Price and all other sums payable by you to Bonhams in relation to the Lot have been paid in full to and received in cleared funds by Bonhams, and (ii) Bonhams has completed its investigations pursuant to clause 3.11 of the Buyer’s Agreement with Bonhams set out in Appendix 2 in the catalogue.

6 PAYMENT

6.1 Your obligation to pay the Purchase Price arises when the Lot is knocked down to you on the fall of the Auctioneer’s hammer in respect of the Lot.

6.2 Time will be of the essence in relation to payment of the Purchase Price and all other sums payable by you to Bonhams. Unless agreed in writing with you by Bonhams on the Seller’s behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to Bonhams by you in the currency in which the Sale was conducted by not later than 4.30pm on the second working day following the Sale and you must ensure that the funds are cleared by the seventh working day after the Sale. Payment must be made to Bonhams by one of the methods stated in the Notice to Bidders unless otherwise agreed with you in writing by Bonhams. If you do not pay in full any sums due in accordance with this paragraph, the Seller will have the rights set out in paragraph 8 below.

7 COLLECTION OF THE LOT

7.1 Unless otherwise agreed in writing with you by Bonhams, the Lot will be released to you or to your order only when: (i) Bonhams has received cleared funds to the amount of the full Purchase Price and all other sums owed by you to the Seller and to Bonhams and (ii) Bonhams has completed its investigations pursuant to clause 3.11 of the Buyer’s Agreement with Bonhams set out in Appendix 2 in the catalogue.

7.2 The Seller is entitled to withhold possession from you of any other Lot if he has sold to you at the same or at any other Sale and whether currently in Bonhams’ possession or not, until payment in full in and cleared funds of the Purchase Price and all other sums due to the Seller and/or Bonhams in respect of the Lot.

7.3 You should note that Bonhams has reserved the right not to release the Lot to you until its investigations under paragraph 3.11 of the Buyers’ Agreement set out in Appendix 2 have been completed to Bonhams’ satisfaction.

7.4 You will collect and remove the Lot at your own expense from Bonhams’ custody and/or control or from the Storage Contractor’s custody in accordance with Bonhams’ instructions or requirements.

7.5 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.

7.6 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the Seller if you do not remove the Lot in accordance with this paragraph 7 and will indemnify the Seller against all charges, costs, including any legal costs and fees, expenses and losses suffered by the Seller by reason of your failure to remove the Lot including any charges due under any Storage Contract. All such sums due to the Seller will be payable on demand.

8 FAILURE TO PAY FOR THE LOT

8.1 If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale, the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):

8.1.1 to terminate immediately the Contract for Sale of the Lot for your breach of contract;

8.1.2 to resell the Lot by auction, private treaty or any other means on giving seven days’ written notice to you of your intention to resell;

8.1.3 to retain possession of the Lot;

8.1.4 to remove and store the Lot at your expense;

8.1.5 to take legal proceedings against you for any sum due under the Contract for Sale and/or damages for breach of contract;

8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

8.1.7 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless the Buyer buys the Lot as a Consumer from the Seller selling in the course of a Business) you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;

8.1.8 to retain possession of any other property sold to you by the Seller at the Sale or any other auction or by private treaty until all sums due under the Contract for Sale shall have been paid in full in cleared funds;

8.1.9 to retain possession of, and on three months’ written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such Sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams; and so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the Seller or to Bonhams by you.

8.2 You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to Bonhams in order to obtain the release of the Lot incurred by the Seller (whether or not court proceedings will have been issued as a result of Bonhams taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the Seller becomes liable to pay the same until payment by you.

8.3 On any resale of the Lot under paragraph 8.1.2, the Seller will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the Lot, after the payment of all sums due to the Seller and to Bonhams, within 28 days of receipt of such monies by him or on his behalf.

9 THE SELLER’S LIABILITY

9.1 The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer’s hammer in respect of the Lot.

9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the Seller will not be liable for any breach of any term that the Lot will correspond with any Description applied to it by or on behalf of the Seller, whether implied by the Sale of Goods Act 1979 or otherwise.

9.3 Unless the Seller sells the Lot in the course of a Business and the Buyer buys it as a Consumer, the Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale;
9.3.2 the Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer or of the Buyer’s management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;

9.3.3 in any circumstances where the Seller is liable to you in respect of the Lot, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the Seller’s liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee’s duty, restitutionary claim or otherwise.

9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person’s liability or excluding or restricting any person’s rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the Seller’s negligence (or any person under the Seller’s control or for whom the Seller is legally responsible), or (i) acts or omissions for which the Seller is liable under the Occupiers Liability Act 1957, or (v) any other liability to the extent the same may not be excluded or restricted as a matter of law.

10 MISCELLANEOUS

10.1 You may not assign either the benefit or burden of the Contract for Sale.

10.2 The Seller’s failure or delay in enforcing or exercising any power or right under the Contract for Sale will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the Seller’s ability subsequently to enforce any right arising under the Contract for Sale.

10.3 If either party to the Contract for Sale is prevented from performing that party’s respective obligations under the Contract for Sale by circumstances beyond its reasonable control or performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.

10.4 Any notice or other communication to be given under the Contract for Sale must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the Seller, addressed c/o Bonhams at its address or fax number in the Catalogue (marked for the attention of the Company Secretary), and if to you to the address or fax number of the Buyer given in the Bidding Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

10.5 If any term or any part of any term of the Contract for Sale is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

10.6 References in the Contract for Sale to Bonhams will, where appropriate, include reference to Bonhams’ officers, employees and agents and to any subsidiary of Bonhams Holdings Limited and to its officers, employees and agents.

10.7 The headings used in the Contract for Sale are for convenience only and will not affect its interpretation.

10.8 In the Contract for Sale “including” means “including, without limitation”.

10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.

10.10 Reference to a numbered paragraph is to a paragraph of the Contract for Sale.

10.11 Save as expressly provided in paragraph 10.12 nothing in the Contract for Sale confers (or purports to confer) on any person who is not a party to the Contract for Sale any benefit conferred by, or the right to enforce any term of, the Contract for Sale.

10.12 Where the Contract for Sale confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the Seller, it will also operate in favour and for the benefit of Bonhams, Bonhams’ holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

11 GOVERNING LAW

All transactions to which the Contract for Sale applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the Sale takes place and the Seller and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the Seller may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. Bonhams has a complaints procedure in place.

APPENDIX 2

BUYER’S AGREEMENT WITH BONHAMS

IMPORTANT: These terms may be changed in advance of the Sale of the Lot to you, by the setting out of different terms in the Catalogue for the Sale and/or by notices at the Sale venue and/or by oral announcements before and during the Sale. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

2 PERFORMANCE OF THE CONTRACT FOR SALE

You undertake to us personally that you will observe and comply with all your obligations and undertakings to the Seller under the Contract for Sale in respect of the Lot.

3 PAYMENT AND BUYER WARRANTIES

3.1 Unless agreed in writing between you and us or as otherwise set out in the Notice to Bidders, you must pay to us by no later than 4.30pm on the second working day following the Sale:

3.1.1 the Purchase Price for the Lot;
3.1.2 a Buyer’s Premium in accordance with the rates set out in the Notice to Bidders on each lot, and funds used for your or your Principal’s purchase are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing;

3.1.3 if the Lot is marked \( \text{P} \), an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale;

3.1.4 items purchased by you and your Principal through Bonhams are not being purchased or to be used in any way connected with or to facilitate breaches of applicable Tax, Anti-Money Laundering or Anti-Terrorism laws and regulations; and

3.2 You must also pay us on demand any Expenses payable pursuant to this agreement;

3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Notice to Bidders. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.

3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.

3.5 We may deduct and retain for our own benefit from the monies paid to us by the Buyer’s Premium, the Commission payable by the Seller in respect of the Lot, any Expenses and VAT and any interest earned and/or incurred until payment to the Seller.

3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the Purchase Price, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.

3.7 Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the Purchase Price of each Lot and secondly pro-rata to pay all amounts due to Bonhams.

3.8 You warrant that neither you nor - if you are a company, your directors, officers or your owner or their directors or shareholders - are an individual or an entity that is, or is owned or controlled by individuals or entities that are:

3.8.1 the subject of any sanctions administered or enforced by the U.S. Department of the Treasury’s Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty’s Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or

3.8.2 located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan and Syria.

3.9 You warrant that the funds being used for your purchase have no link with criminal activity including without limitation money laundering, tax evasion or terrorist financing, and that you not under investigation for neither have been charged nor convicted in connection with any criminal activity.

3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:

3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;

3.10.2 your Principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;

3.10.3 funds used for your or your Principal’s purchase are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing;

3.10.4 items purchased by you and your Principal through Bonhams are not being purchased or to be used in any way connected with or to facilitate breaches of applicable Tax, Anti-Money Laundering or Anti-Terrorism laws and regulations; and

3.11 We reserve the rights to make enquiries about any person transacting with us and to identify the source of any funds received from you. In the event we have not completed our investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the Seller, to our satisfaction at our discretion, we shall be entitled to retain Lots and/or proceeds of Sale, postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.

4 COLLECTION OF THE LOT

4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid in cleared funds, everything due to the Seller and to us, and once we have completed our investigations under paragraph 3.11, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier’s office.

4.2 You must collect and remove the Lot at your own expense by the date and time specified in the Notice to Bidders, or if no date is specified, by 4.30pm on the seventh day after the Sale.

4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the Notice to Bidders on the days and times specified in the Notice to Bidders. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Bidders.

4.4 If you have not collected the Lot by the date specified in the Notice to Bidders, you authorise us, acting in this instance as your agent and on your behalf, to enter into a contract (the "Storage Contract") with the Storage Contractor for the storage of the Lot on the then current standard terms and conditions agreed between Bonhams and the Storage Contractor (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.

4.5 Until you have paid the Purchase Price and any Expenses in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.

4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor’s premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.

4.7 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.

4.8 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any Expenses we incur (including any charges due under the Storage Contract), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf.

5 STORING THE LOT

We agree to store the Lot until the earlier of your removal of the Lot or until the time and date set out in the Notice to Bidders, on the Sale Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the Sale) and, subject to paragraphs 3, 6 and 10, to be responsible as bailee to you for damage to or the loss or destruction of the Lot (notwithstanding that it is not your property before payment of the Purchase Price). If you do not collect the Lot before the time and date set out in the Notice to Bidders (or if no date is specified, by 4.30pm on the seventh day after the Sale) we may remove the Lot to another location, the details of which will usually be set out in the relevant section of the Catalogue. If you have not paid for the Lot in accordance with paragraph 3, and the Lot is moved to any third party’s premises, the Lot will be held by such third party strictly to Bonhams’ order and we will retain our lien over the Lot until we have been paid in full in accordance with paragraph 3.

6 RESPONSIBILITY FOR THE LOT

6.1 Title (ownership) in the Lot passes to you (i) on payment of the Purchase Price to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 3.11.

Please note however that under the Contract for Sale, the risk in the Lot passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the Lot if earlier, and you are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS

7.1 If all sums payable to us are not paid in full at the time they are due and/or the Lot is not removed in accordance with this agreement, we will (without further notice to you unless otherwise provided below), be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the Seller):

7.1.1 to terminate this agreement immediately for your breach of contract;

7.1.2 to retain possession of the Lot;

7.1.3 to remove, and/or store the Lot at your expense;

7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the Purchase Price) and/or damages for breach of contract.
7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof;

7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months’ written notice of our intention to do so;

7.1.8 to retain possession of any of your other property in our possession (including, without limitation, other goods sold to you or with us for Sale) until all sums due to us have been paid in full;

7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;

7.1.10 on three months’ written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;

7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.

7.1.12 having made reasonable efforts to inform you, to release your name and address to the Seller, so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.

7.2 You agree to indemnify us against all legal and other costs, all losses and all other Expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the Purchase Price of the Lot (or where you have purchased more than one Lot pro-rata towards the Purchase Price of each Lot) and secondly to the Buyer’s Premium (or where you have purchased more than one Lot pro-rata to the Buyer’s Premium on each Lot) and thirdly to any other sums due to us.

7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any Sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

8.1 Whenever it becomes apparent to us that the Lot is the subject of a claim by someone other than you and other than the Seller (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the Lot in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:

8.1.1 retain the Lot to investigate any question raised or reasonably expected by us to be raised in relation to the Lot; and/or

8.1.2 deliver the Lot to a person other than you; and/or

8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or

8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.

8.2 The discretion referred to in paragraph 8.1:

8.2.1 may be exercised at any time during which we have actual or constructive possession of the Lot, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and

8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

9 FORGERIES

9.1 We undertake a personal responsibility for any Forgery in accordance with the terms of this paragraph 9.

9.2 Paragraph 9 applies only if:

9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the Lot and that invoice has been paid; and

9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the Lot is or may be a Forgery, and in any event within one year after the Sale, that the Lot is a Forgery; and

9.2.3 within one month after such notification has been given, you return the Lot to us in the same condition as it was at the time of the Sale, accompanied by written evidence that the Lot is a Forgery and details of the Sale and Lot number sufficient to identify the Lot.

Paragraph 9 will not apply in respect of a Forgery if:

9.3 the Entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or

9.3.1 it can be established that the Lot is a Forgery only by means of a process not generally accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.

9.4 You authorise us to carry out such processes and tests on the Lot as we in our absolute discretion consider necessary to satisfy ourselves that the Lot is or is not a Forgery.

9.5 If we are satisfied that a Lot is a Forgery we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the Purchase Price, Buyer’s Premium, VAT and Expenses paid by you in respect of the Lot.

9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.

9.7 If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph 9 will cease.

9.8 Paragraph 9 does not apply to a Lot made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a Stamp or Stamps or a Book or Books.

10 OUR LIABILITY

10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with any warranty, inaccurate, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in respect of it, made by us or on our behalf or by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Bonhams’ Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.

10.2 Our duty to you while the Lot is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the Lot or to other persons or things caused by:

10.2.1 handing the Lot if it was affected at the time of Sale to you by woodworm and any damage is caused as a result of it being affected by woodworm; or

10.2.2 changes in atmospheric pressure; nor will we be liable for:

10.2.3 damage to tension stringed musical instruments; or

10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the Lot is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

10.3.1 We will not be liable to you for any loss of Business, Business profits, revenue or income or for loss of Business interruption or for disruption to Business or wasted time on the part of the Buyer’s management or staff or, if you are buying the Lot in the course of a Business, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailie’s duty, a restitutionary claim or otherwise.
10.3.2 Unless you buy the Lot as a Consumer, in any circumstances where we are liable to you in respect of a Lot, or any act, omission, statement, representation or exercise of our right under this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutio

remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot plus Buyer's Premium (less any sum you may be entitled to recover from the Seller) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

You may wish to protect yourself against loss by obtaining insurance.

10.4 Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any negligence under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

Where the Lot is made up wholly of a Book or Books and any Book does not contain text or illustrations (in either case referred to as a “non-conforming Lot”), we undertake a personal responsibility for a non-conforming Lot in accordance with the terms of this paragraph, if:

the original invoice was made out by us to you in respect of the Lot and that invoice has been paid; and

you notify us in writing as soon as reasonably practicable after you have become aware that the Lot is or may be a non-conforming Lot, and in any event within 20 days after the Sale (or such longer period as we may agree in writing) that the Lot is a non-conforming Lot; and

within 20 days of the date of the relevant Sale (or such longer period as we may agree in writing) you return the Lot to us in the same condition as it was at the time of the Sale, accompanied by written evidence that the Lot is a non-conforming Lot and details of the Sale and Lot number sufficient to identify the Lot;

but not if:

the Entry in the Catalogue in respect of the Lot indicates that the rights given by this paragraph do not apply to it; or

the Entry in the Catalogue in respect of the Lot reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or

it can be established that the Lot is a non-conforming Lot only by means of a process not generally accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or

the Lot comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or

the Lot was listed in the Catalogue under “collections” or “collections and various” or the Lot was stated in the Catalogue to comprise or contain a collection, the absence of which was undescribed or the missing text or illustrations are referred to or the relevant parts of the Book contain blanks, half titles or advertisements.

If we are reasonably satisfied that a Lot is a non-conforming Lot, we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay you an amount equal to the sum of the Purchase Price and Buyer’s Premium paid by you in respect of the Lot.

The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph will cease.

12 MISCELLANEOUS

12.1 You may not assign either the benefit or burden of this agreement.

12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.

12.3 If either party to this agreement is prevented from performing any of its respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.

12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to Bonhams marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the Contract Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

12.6 References in this agreement to Bonhams will, where appropriate, include reference to Bonhams’ officers, employees and agents.

12.7 The headings used in these agreements are for convenience only and will not affect its interpretation.

12.8 In this agreement “including” means “including, without limitation”.

12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.

12.10 Reference to a numbered paragraph is to a paragraph of this agreement.

12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of Bonhams, it will also operate in favour and for the benefit of Bonhams’ holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

13 GOVERNING LAW

All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the Sale takes place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. Bonhams has a complaints procedure in place.

DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consents you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our Website www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from info@bonhams.com.

APPENDIX 3

DEFINITIONS AND GLOSSARY

Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given below. The Glossary is your guide to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.

LIST OF DEFINITIONS

*Account” the bank account of Bonhams into which all sums received in respect of the Purchase Price of any Lot will be paid.

“Additional Premium” a premium, calculated in accordance with the Notice to Bidders, to cover Bonhams’ Expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the Buyer to Bonhams on any Lot marked [AR] which sells for a Hammer Price which together with the Buyer’s Premium (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale).

“Auctioneer” the representative of Bonhams conducting the Sale.

“Bidder” any person considering, attempting or making a Bid, including those who have completed a Bidding Form.

“Bidding Form” our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

“Bonhams” Bonhams 1733 Limited or its successors or assigns. Bonhams is also referred to in the Buyer’s Agreement, the Conditions of Business and the Notice to Bidders by the words “we”, “us” and “our”.

“Book” a printed Book offered for Sale at a specialist Book Sale.

“Business” includes any trade, Business and profession.
“Buyer” the person to whom a Lot is knocked down by the Auctioneer. The Buyer is also referred to in the Contract for Sale and the Buyer’s Agreement by the words “you” and “your”.

“Buyer’s Agreement” the contract entered into by Bonhams with the Buyer (see Appendix 2 in the Catalogue).

“Buyer’s Premium” the sum calculated on the Hammer Price at the rates stated in the Notice to Bidders.

“Catalogue” the Catalogue relating to the relevant Sale, including any representation of the Catalogue published on our Website.

“Commission” the Commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Form.

“Condition Report” a report on the physical condition of a Lot provided to a Bidder or potential Buyer by Bonhams on behalf of the Seller.

“Conditions of Sale” the Notice to Bidders, Contract for Sale, Buyer’s Agreement and Definitions and Glossary.

“Consignment Fee” a statement of our opinion of the range within which the hammer is likely to fall.

“Consumer” a natural person who is acting for the relevant purpose outside his trade, business or profession.

“Contract Form” the Contract Form, or vehicle entry form, as applicable, signed by or on behalf of the Seller listing the Lots to be offered for Sale by Bonhams.

“Contract for Sale” the Sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue).

“Contractual Description” the only Description of the Lot being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report to which the Seller undertakes in the Contract of Sale the Lot corresponds.

“Description” any statement or representation relating to an artwork, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the Hammer Price).

“Entry” a written statement in the Catalogue identifying the Lot and its Lot number which may contain a Description and Illustration(s) relating to the Lot.

“Estimate” a statement of our opinion of the range within which the hammer is likely to fall.

“Expenses” charges and Expenses paid or payable by Bonhams in respect of the Lot including legal Expenses, banking charges and Expenses incurred as a result of an electronic transfer of money, charges and Expenses for loss and damage cover, insurance, Catalogue and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights’ fees, taxes, levies, costs of testing, searches or enquiries, preparation of the Lot for Sale, storage charges, removal charges, removal costs or costs of collection from the Seller as the Seller’s agents or from a defaulting Buyer, plus VAT if applicable.

“Forgery” an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the Sale had a value materially less than it would have had if the Lot had not been such an imitation, and which is not stated to be such an imitation in any description of the Lot. A Lot will not be a Forgery by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the Lot, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the Lot as one conforming to the Description of the Lot.

“Guarantee” the obligation undertaken personally by Bonhams to the Buyer in respect of any Forgery and, in the case of specialist Stamp Sales and/or specialist Book Sales, a Lot made up of a Stamp or Stamps or a Book or Books as set out in the Buyer’s Agreement.

“Hammer Price” the price in the currency in which the Sale is conducted at which a Lot is knocked down by the Auctioneer.

“Loss and Damage Warranty” means the warranty described in paragraph 8.2 of the Conditions of Business.

“Loss and Damage Warranty Fee” means the fee described in paragraph 2.8.3 of the Conditions of Business.

“Lot” any item consigned to Bonhams with a view to its Sale at auction or by private treaty (and reference to any Lot will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for Sale as one Lot).

“Notional Fee” the sum on which the Consignment Fee payable to Bonhams by the Seller is based and which is calculated according to the formula set out in the Conditions of Business.

“Notional Price” the most likely price to be achieved at auction or by private treaty.

“Notice to Bidders” the notice printed at the back or front of our Catalogues.

“Purchase Price” the aggregate of the Hammer Price and VAT on the Hammer Price (where applicable), the Buyer’s Premium and VAT on the Buyer’s Premium and any Expenses.

“Reserve” the minimum price at which a Lot may be sold (whether at auction or by private treaty).

“Sale” the auction Sale at which a Lot is to be offered for Sale by Bonhams.

“Sale Proceeds” the net amount due to the Seller from the Sale of a Lot, being the Hammer Price less the Commission, any VAT chargeable thereon, Expenses and any other amount due to us in whatever capacity and howsoever arising.

“Seller” the person who offers the Lot for Sale named on the Contract Form. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the Contract Form acts as an agent for a principal (whether such agency is disclosed to Bonhams or not), “Seller” includes both the agent and the principal who shall be jointly and severally liable as such. The Seller is also referred to in the Conditions of Business by the words “you” and “your”.

“Specialist Examination” a visual examination of a Lot by a specialist on the Lot.

“Stamp” means a postage Stamp offered for Sale at a Specialist Stamp Sale.

“Standard Examination” a visual examination of a Lot by a non-specialist member of Bonhams’ staff.

“Storage Contract” means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the Buyer’s Agreement (as appropriate).

“Storage Contractor” the company identified as such in the Catalogue.

“Terrorism” means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.

“VAT” value added tax at the prevailing rate at the date of the Sale in the United Kingdom.


“Withdrawal Notice” the Seller’s written notice to Bonhams revoking Bonhams’ instructions to sell a Lot.

“Without Reserve” where there is no minimum price at which a Lot may be sold (whether at auction or by private treaty).

**GLOSSARY**

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings:

- **artist’s resale right**; the right of the creator of a work of art to receive a payment on Sales of that work subsequent to the original Sale of that work by the creator of it as set out in the Artists Resale Rights Regulations 2006.
- **bailed**: a person to whom goods are entrusted.

**indemnity**: an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression “indemnify” is construed accordingly.

**interpleader proceedings**: proceedings in the Courts to determine ownership or rights over a Lot.

“knocked down”: when a Lot is sold to a Bidder, indicated by the fall of the hammer at the Sale.

“lien”: a right for the person who has possession of the Lot to retain possession of it.

“risk”: the possibility that a Lot may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.

“title”: the legal and equitable right the ownership of a Lot.

“fort”: a legal wrong done to someone to whom the wrong doer has a duty of care.

**SALE OF GOODS ACT 1979**

The following is an extract from the Sale of Goods Act 1979:

Section 12 Implied terms about title, etc

(1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.

(2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that—

(a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and

(b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.

(3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.

(4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.

(5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer’s quiet possession of the goods, namely:

(a) the seller;

(b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;

(c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.

As regards England and Wales and Northern Ireland, the terms implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties.”
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+44 20 7468 5888
Rosangela Assennato
+44 20 7393 3883
Edinburgh
Ian Glennie
+44 131 240 2290
New York
Bruce MacLaren
+1 917 206 1677
Los Angeles
Rachel Du
+1 323 436 5587
San Francisco
Deessa Goddard
+1 415 503 3333
Hong Kong
Xibo Wang
+852 3607 0010
Sydney
Yvette Klein
+61 2 8412 2231

Chinese Paintings
Hong Kong
Iris Miao,
+852 3607 0011

Clocks
London
James Stratton
+44 20 7468 8364
New York
Jonathan Snellenburg
+1 212 461 6530

Coins & Medals
London
John Millensted
+44 20 7393 3914
Los Angeles
Paul Song
+1 323 436 5455

Entertainment Memorabilia
London
Katherine Schofield
+44 20 7393 3871
Los Angeles
Catherine Williamson
+1 323 436 5442
Dana Hawkes
+1 978 283 1518

European Ceramics
London
Sebastian Kuhn
+44 20 7468 8384

European Paintings
London
Charles O’ Brien
+44 20 7468 8360
New York
Madalina Lazan
+1 212 644 9108
Los Angeles
Mark Fisher
+1 323 436 5488
Rocco Rich
+1 323 436 5410

European Sculptures
& Works of Art
London
Michael Lake
+44 20 8963 6813

Furniture and Decorative Art
London
Thomas Moore
+44 20 8963 2816
Los Angeles
Angela Past
+1 323 436 5422
Anna Hicks
+1 323 436 5463
San Francisco
Jeffrey Smith
+1 415 215 7385

Greek Art
London
Anastasia Orfanidou
+44 20 7468 8356

Golf Sporting
Memorabilia
Edinburgh
Kevin McGimpsey
Hamish Wilson
+44 131 240 0916

Irish Art
London
Penny Day
+44 20 7468 8366

Impressionist &
Modern Art
London
India Phillips
+44 20 7468 8328
New York
Caitlyn Pickens
+1 212 644 9135
Los Angeles
Kathy Wong
+1 323 436 5415

Indian, Himalayan & Southeast
Asian Art
New York
Mark Rasmussen
+1 917 206 1688
Hong Kong
Edward Wilkinson
+852 2919 4321

Islamic & Indian Art
London
Oliver White
+44 20 7468 8303

Japanese Art
London
Suzannah Yip
+44 20 7468 8368
New York
Jeff Olson
+1 212 461 6516

Jewellery
London
Jean Ghika
+44 20 7468 8282
Emily Barber
+44 20 7468 8284

New York
Brett O’Connor
+1 212 644 9046
Caroline Morrissey
+1 212 644 9035
Camille Barbier
+1 212 644 9306

Los Angeles
Emily Waterfall
+1 323 436 5426
San Francisco
Shannon Beck
+1 415 503 3306
Hong Kong
Paul Redmayne
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Veronique Scorer
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Goodwood Festival of Speed Sale

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If successful
I will collect the purchases myself [ ]

Please arrange shippers to contact me with a quote and I agree that you may pass them my contact details.

If registered for VAT in the EU please enter your registration here:
<table>
<thead>
<tr>
<th>Lot No</th>
<th>Year</th>
<th>Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>331</td>
<td>1966</td>
<td>Ford GT40 Coupé</td>
</tr>
<tr>
<td>332</td>
<td>1964</td>
<td>Gordon-Keeble Coupé</td>
</tr>
<tr>
<td>333</td>
<td>1913</td>
<td>Hupmobile 32hp Tourer</td>
</tr>
<tr>
<td>334</td>
<td>1950</td>
<td>Jaguar XK120 Roadster</td>
</tr>
<tr>
<td>335</td>
<td>1965</td>
<td>Jaguar E-Type Series 1 4.2-Litre Roadster</td>
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<tr>
<td>336</td>
<td>1972</td>
<td>Jaguar E-Type Series 3 V12 2+2 Coupé</td>
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<tr>
<td>337</td>
<td>1974</td>
<td>Jaguar E-Type Series 3 V12 Roadster</td>
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<tr>
<td>338</td>
<td>1996</td>
<td>Jaguar XJ220</td>
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<tr>
<td>339</td>
<td>1974</td>
<td>Lamborghini Espada Series III Coupé</td>
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<tr>
<td>340</td>
<td>1974</td>
<td>Lamborghini Aventador Miura Homage Coupé</td>
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<tr>
<td>341</td>
<td>1960</td>
<td>Lancia Flaminia 2.5-Litre Convertible</td>
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<tr>
<td>342</td>
<td>1995</td>
<td>Lancia Delta HF Integrale Evo 2 &quot;Dealers Collection&quot;</td>
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<tr>
<td>343</td>
<td>2005</td>
<td>Land Rover Defender 90 TDS &quot;Ravenna&quot; 4x4</td>
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<tr>
<td>344</td>
<td>2011</td>
<td>Land Rover Defender SVX &quot;Spectre&quot; 4x4 Utility</td>
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<tr>
<td>345</td>
<td>2001</td>
<td>Lea-Francis 12.5hp Super Sports Roadster</td>
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<tr>
<td>346</td>
<td>1968</td>
<td>Lola T70 MkII</td>
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<tr>
<td>347</td>
<td>1972</td>
<td>Maserati Ghibli SS 4.9-Litre Coupé</td>
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<td>348</td>
<td>1979</td>
<td>Maserati Khamsin Coupé</td>
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<td>349</td>
<td>2013</td>
<td>McLaren P1 XP (Experimental Prototype) Coupé</td>
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<td>350</td>
<td>1957</td>
<td>Mercedes-Benz 220 S &quot;Ponton&quot; Cabriolet</td>
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<td>351</td>
<td>1957</td>
<td>Mercedes-Benz 220 S &quot;Ponton&quot; Coupé</td>
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<tr>
<td>352</td>
<td>1958</td>
<td>Mercedes-Benz 300 SL Roadster</td>
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<td>353</td>
<td>2005</td>
<td>Mercedes-Benz SLR McLaren</td>
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<td>354</td>
<td>2000</td>
<td>Mercedes-Benz SL55 AMG Black Series Coupé</td>
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<td>355</td>
<td>1907</td>
<td>Métallurique-Maybach</td>
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<tr>
<td>356</td>
<td>1933</td>
<td>MG J4 Midget</td>
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<td>357</td>
<td>1934</td>
<td>MG NE Magnette</td>
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<tr>
<td>358</td>
<td>1969</td>
<td>Morris Mini Cooper S Margrave</td>
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<tr>
<td>359</td>
<td>1963</td>
<td>Porsche 356C Rally Car</td>
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<tr>
<td>360</td>
<td>1966</td>
<td>Porsche 911 Coupé</td>
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<td>361</td>
<td>1988</td>
<td>Porsche 911 Turbo Coupé</td>
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<tr>
<td>362</td>
<td>1994</td>
<td>Range Rover 200 Td4 4x4 Estate</td>
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<tr>
<td>363</td>
<td>1921</td>
<td>Rolls-Royce 40/50hp Silver Ghost Tourer</td>
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<tr>
<td>364</td>
<td>1978</td>
<td>Rolls-Royce Silver Spirit Saloon</td>
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<tr>
<td>365</td>
<td>1960</td>
<td>Rolls-Royce Corniche V Convertible</td>
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<tr>
<td>366</td>
<td>1963</td>
<td>Squire 1½-Litre Long-Wheelbase Tourer</td>
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<tr>
<td>367</td>
<td>1954</td>
<td>Swallow Doretti Sports</td>
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<tr>
<td>368</td>
<td>1972</td>
<td>Toyota 2000GT Rally Car</td>
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<tr>
<td>369</td>
<td>1932</td>
<td>Vale Special Two-seater Sports</td>
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<tr>
<td>370</td>
<td>1962</td>
<td>Volkswagen Type 2 Ambulance</td>
</tr>
<tr>
<td>371</td>
<td>1992</td>
<td>Williams-Renault FW14B</td>
</tr>
</tbody>
</table>