The Scottish Sale - Part One - Pictures

Wednesday 14 October 2020 | 22 Queen Street, Edinburgh at 11am

BONHAMS
22 Queen Street
Edinburgh EH2 1JX
+44 (0) 131 225 2266
+44 (0) 131 220 2547 (fax)
www.bonhams.com/scottishart

VIEWING
In light of the current government guidelines and relaxed measures we are delighted to welcome viewing, strictly by appointment. We will ensure social distancing measures are in place, with gloves and sanitiser available for clients wishing to handle objects. We also require masks to be worn at all times unless exempt under Scottish government guidance.

Please email edinburgh@bonhams.com with your preferred date and time and number in your party or call +44 (0) 131 225 2266 to book an appointment. Please note your details will be retained for contact tracing purposes for a period of 21 days.

Sunday 11 October 2020
1 to 4pm

Monday 12 October 2020
10am to 4pm

Tuesday 13 October 2020
10am to 4pm

SALE NUMBER
26039

CATALOGUE
£10.00

BIDS
+44 (0) 20 7447 7447
+44 (0) 20 7447 7401 fax
bids@bonhams.com

Please note that bids should be submitted no later than 4pm on the day prior to the sale. New bidders must also provide proof of identity when submitting bids. Failure to do this may result in your bid not being processed. Bidding by telephone will only be accepted on a lot with the lower estimate of £500.

Attendance at the auction is strictly by pre-booked seat for the section of sale you are bidding on. Spaces are limited and the same safety measures apply as for viewings. To request a seat please contact us using the details above. Internet, telephone and commission bidding is available as usual.

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

ENQUIRIES
Pictures
May Matthews
+44 0131 240 2632
may.matthews@bonhams.com

London
Chris Dawson
+44 (0) 20 7468 8296
chris.dawson@bonhams.com

CUSTOMER SERVICES
Monday to Friday 8.30am to 6.00pm
+44 (0) 20 7447 7447

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

ILLUSTRATIONS
Front cover: Lot 73
Back cover: Lot 26
Inside front cover: Lot 5
Inside back cover: Lot 115

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.

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/26039 and click on the Register to bid link at the top left of the page.
Sale Information

Edinburgh Salerooms
22 Queen Street, EH2 1JX
+44 (0) 131 225 2266
+44 (0) 131 220 2547 fax

Glasgow Office
Kirkhill House, Broom Road East
Newton Mearns
Glasgow G77 5LL
+44 (0) 141 223 8866
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101 New Bond Street, W1S 1SR
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Charles Graham-Campbell

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Charles Graham-Campbell
Grant MacDougall
Gordon McFarlan
Belinda Treble
Hamish Wilson

Pictures
May Matthews
Chris Dawson (London)

Jewellery
Emma McMillan

Silver, Ceramics & Glass
Gordon McFarlan

Arms & Armour
Kenneth Naples

Furniture, Carpets, Oriental
Carpets, Works of Art &
Scientific Instruments
Kenneth Naples

Whisky
Martin Green
Georgina Porteous

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BUYERS COLLECTION & STORAGE AFTER SALE
To help maintain social distancing and to reduce delays collections are by appointment only.
A booking email or phone call is required in advance to ensure lots are ready at time of collection. Photographic ID will be required at time of collection. If a third party is collecting on your behalf, written authorisation is required in advance from you and photographic ID of the third party is requested at the time of collection. If you are successful in your purchase we can provide suggestions of third party removers or details for obtaining a quote for transfer to one of our other Bonhams UK offices.

Please email edinburgh@bonhams.com or call +44 (0) 131 225 2266 to arrange collection.

BOOKS MAPS AND MANUSCRIPTS
For explanation of any asterisked symbols that may appear in catalogues, please see the notice entitled VAT at the end of the catalogue.

Please note that lots comprising printed books, unframed maps and bound manuscripts are not liable to VAT on the Buyers Premium.

Lots are sold with all faults, imperfections and errors of description, but if on collation any described printed book in this catalogue is found to lack text or illustrations, the same may be returned to Bonhams within 20 days of the sale; the unstated defect to be detailed in writing.

This shall not apply in the case of un-named items, blacks, half-titles or advertisements, nor to damage to bindings, stains, tears or other defects unless these result in loss to text or illustration. Atlases, maps and prints are sold not subject to return, as are items sold as collections, association and extra-illustrated copies, or as bindings.
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 Bidders (including any eventual buyers of Lots). 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 of the Catalogue and is available from the Library. The remainder of this Notice to Bidders is printed in italics.

1. OUR ROLE

It is not the role of Auctioneers, Bonhams acts solely for and in the interests of the Seller. Bonhams’ job is to sell the Lot at the highest price obtainable at the Sale to a Bidseller. Bonhams does not act for or give advice to Buyers or Bidders. When it or its staff makes statements about a Lot or if Bonhams provides a Condition Report on a Lot it is doing that on behalf of the Seller of the Lot. Bidders and Buyers who are themselves not expert in the Lots are strongly advised to seek and obtain independent advice on the Lots and their value before bidding for them. The Seller has authorised Bonhams to sell the Lot as agent on its behalf and, where we expressly make it clear to the contrary, Bonhams acts only as agent for the Seller. Any statement or representation we make regarding a Lot is made on the Seller’s behalf and, unless Bonhams sells a Lot as principal, not on our behalf and any Contract for Sale is between the Buyer and the Seller and not with us. If Bonhams sells a Lot as principal this will either be stated in the Catalogue or an appropriate notice which will affect that effect will be made by the Auctioneer, or it will be stated in a notice at the Sale or in the Catalogue.

2. LOTS

Subject to the Contractual Description printed in bold letters in the Entry about the Lot in the Catalogue (see paragraph 3 below), Lots are sold as seen. The Buyer should examine the Lots at all faults and is responsible for ensuring that any lot is in accordance with the description or illustrations and photographs contained in the Catalogue (other than photographs forming part of the Contractual Description) or anywhere else a Lot is for sale. 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 authenticity, condition, provenance, history, background, authenticity, style, period, age, quality, suitability, 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 which is described or as illustrated in the Catalogue and there may have been some cleaning or touch up work done by the Seller before the Sale. You should obtain independent expert advice on the Lot from your own advisors and experts before bidding for it. You should 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. We reserve the right to sell any Lot for any reason on or after the Day of Sale. Absentee Bidders must make sure their Absentee Bidding Forms are completed and delivered to our Bids Office at least two working days before the Sale at which you wish to bid. We will require that you 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 banking details and relevant identification in respect of the person bidding on your behalf. We may also request a financial reference and/or 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 not able to prove your residence or, as we consider that such would be unreasonable or otherwise unsuitable for the Seller or Bonhams or be detrimental to Bonhams’ reputation.

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. Bonhams does not give any guarantee that any Lot corresponds exactly with that part of the Entry which is printed in bold letters and (except for the colour, which may be inaccurately reproduced) with any photograph of the Lot in the Catalogue. The description printed in bold letters, represents Bonhams’ opinion (given on behalf of the Seller) about the Lot only and is not a 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 Lot as to the likely or probable sale price. It is not an estimate of value. 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 Report

Bonhams’ Condition Reports on the Lots are intended to assist you in determining the condition of the Lot. They are for identification purposes only. A photograph or illustration of a Lot is incorporated into any Contract for Sale between a Seller and a Buyer. A Seller’s representation made on behalf of the Seller is not entered into a Contract for Sale with a Buyer. Bidders are advised to make their own independent assessment of a Lot. It is at Appendix 3 of the Catalogue or on its website that effect will be made by the Auctioneer, or it will be stated in a notice at the Sale or in the Catalogue.

Altered Entries

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.

LOT 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 Salesroom is a public place and 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. Bonhams’ employees, directors, heirs and assigns are acting as principal. You have the right, at your discretion, 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. We reserve the right to sell any Lot for any reason on or after the Day of Sale. Absentee Bidders must make sure their Absentee Bidding Forms are completed and delivered to our Bids Office at least two working days before the beginning 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. Telephone calls will be recorded. The telephone bidding facility is available for regular bidders only. The Best Bidders, if they 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 return it to us 24 hours before the end of the Sale at the latest. Absentee 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 full
details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

You are specifically referred to due diligence requirements concerning your selection of the source of funds, and the warranties you give in the event you are the Buyer, which are contained in paragraph 3 of the Buyer’s Agreement, set out at Appendix 2 of 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, you will be entitled to assume that any person bidding at the Sale is biding 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 you as an agent, 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.

Bonhams undertakes Customer Due Diligence (CDD) into its Sellers and Buyers as required by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (“the Regulations”). Bonhams’ interpretation of the Regulations and Treasury Approved Industry Guidance is that CDD under the Regulations is not required by Buyers into Sellers at Bonhams auctions or vice versa.


On the fall of the hammer, the 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. Your failure to bid on the hammer 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 Bidders 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 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 the Sale.

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

Under this 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.

For this Sale the following rates of Buyer’s Premium will be payable by Buyers on each Lot purchased:

2019 VAT and other charges payable by the Buyer subject to VAT at the prevailing rate, usually 20%.

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 day 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:

1. VAT on Important items at the prevailing rate on Hammer Price and Buyer’s Premium
2. VAT on Important items at the prevailing rate on Hammer Price and Buyer’s Premium
3. VAT on Important items at the prevailing rate on Hammer Price and Buyer’s Premium
4. VAT on Important items at the prevailing rate on Hammer Price and Buyer’s Premium

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. Payment 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 may also require 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: 250 Regent Street London W1A 4RJ
Account Name: Bonhams 1793 Limited
Account Number: 256563009
Sort Code: 56-00-27
IBAN Number: GB 33 NWBK 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 must not be less than the stated 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 bank or building society; all cheques must be cleared before you can collect the hammer proceeds 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 is in effect of all payments made by you at the Sale does not exceed £30,000, 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 checks and including those carried out by the seller. This facility is not available for first time buyers. If the amount payable by you for Lots exceeds this 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 of their being caused to decline the payment as a customer precaution as to what you are seeking to authorise 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 right to inspect 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 in full and in cleared funds has been received. Buyers are not allowed to have made a special arrangement with the Buyer. For collection and removal of purchased Lots, please refer to Service Information at the front of the Catalogue. Our offices are open 9.00 am – 5.30 pm 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 Ablan Shipping on +44 1582 493 093 enquiries@ablanshipping.co.uk

12. EXPORT/TRade RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and to ensure you have the necessary 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.artscouncil.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 obtain any necessary export and/or import licence(s) at your own risk and at your own expense. Payment in full will be made to us for all Lots purchased by you at this Sale.

13. CITes regulations

Please be aware that all Lots marked with the symbol * are subject to CITES regulations when exporting these items outside the EU. These regulations may be found at http://www.dfta.gov.uk/ahvla-imports-exports/sites/ or by contacting the Animal Health and Veterinary Laboratories Agency [AHVLA] Wildlife Licensing Floor 1, Zone 17, Temple Quay House 2 The Square, Temple Quay Bristol BS1 6EL +44 (0)117 372 8774

The refusal of any CITES licence or permit and any delay in obtaining such licences or permits will not release us from the requirement to recompute or cancelation 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 you will be deemed to have satisfied yourself in respect of any Lots 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.

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 14 of the Buyer’s Agreement. Please note that Lots comprising Books, unless otherwise stated, also entail any uncut manuscripts are not liable to VAT on the Buyer’s Premium.

16. CLOCKS AND WATCHES

All Lots are sold as “sold as is”, and absence of any references 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 warranty for the clock or watch in is working order. As clocks and watches often contain finite and complex mechanisms, Bidders should be aware that a general service, change of battery or repair work, for which the Buyer is solely responsible, may be necessary.

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof 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 intender Bidder unable to make technical examinations 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 fault. 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. Bidders should consult manufacturers’ instructions and any safety measures 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 data 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 event 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 / firearms certificate / shotgun certificates / Section 5 authority / 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 in a form approved by 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 RDF 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 licence is renewed or changed.

Lots marked ‘S1’ and bearing red labels are Section 1 firearms and require a valid British Firearms certificate, RFID Licence or import licence. Lots marked ‘S2’ and bearing marked red labels are Section 5 prohibited firearms and require a valid Section 5 Authority or import licence.

Unmarked Lots require no license.

Please do not hesitate to raise any questions with 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 DEFRA 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. UPHOLSTERED FURNITURE

Whilst we take every care in cataloguing furniture which has been upholstered to offer no guarantees 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 oil 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, not all these certificates will be contained in the Catalogue. In the event that there is any conflict between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that Bonhams has been given or has received any such certificates the Seller reserves the right to correct any discrepancies in the Catalogue. As a matter of policy, Bonhams endeavours to provide certificates from recognised laboratories for certain gemstones. If there is any conflict between the Seller’s and the Buyer’s Premium, which will be marked “AR” in the Lots of the catalogue.

13.9% of the Sale the following rates of (where the Chelsea Company Ltd makes every effort to ensure accuracy, the date shown on the Dated Plate or Dated Certificate cannot be guaranteed as correct and intended purpose should make their own enquires as to the date of the certificate.

24. WINE

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

Exploring 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 every event. It is not our policy to inspect every unopenned 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, Alsatian and Carignann 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 fail as a result of transporting the wine. We will only accept responsibility for Descriptions of condition at the time of payment. We will 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 that parcel of wine 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 ®. All Lots sold under Bond, and which the Buyer wishes to remain under Bond, will be invoiced without VAT or Duty at 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 may store 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 thereafter. 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.

Bonhams Details and Costs for Sale:

The following terms used in the Catalogue have the following meanings:

GB – Glasgow bottled
DB – Domaine bottled
Estate bottled
BB – Bordeaux bottled
BE – Belgian bottled
BF – French bottled
GB – German bottled
CO – Porto bottled
UK – United Kingdom bottled
OW – Old World
IWC – 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 Camden Town 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.

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 inviolable bird by a third party, who may make a financial gain on
APPENDIX 1

BUYERS SALES CONTRACT WITH SELLER

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, 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 bid.

1 THE CONTRACT

1.1 These terms and the relevant terms for Bidders and Buyers in the Notice to Bidders and in 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 Abbreviations, they are defined in it.

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 on behalf of the Seller which is not part of the Contractual Description or any express alteration to it as referred to in paragraph 2.1.5), which is not printed in bold letters, the remainder of which is not sold as corresponding to any Estimate in the Catalogue which is not printed in bold letters, and/or in the Contract for Sale of the Lot by the Seller to the Buyer.

2 SELLER’S WARRANTIES AND UNDERTAKINGS

2.1 The Seller undertakes to you that:

2.1.1 if 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 is able to sell the Lot, has 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 when the Seller is 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 Seller 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); and

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 an export licence or other document required to export or re-export the Lot or any part thereof; and

2.1.6 the Seller’s wear and tear, limitation tax evasion, money laundering, terrorist financing or breach of any applicable international trade sanctions;

2.1.7 that the Lot is not subject to any claim or action, including without limitation tax evasion, money laundering, terrorist financing or breach of any applicable international trade sanctions;

2.1.8 that the Seller bona fide believes or otherwise expressly as made by announcement or notice at the Sale venue or by the Notice to Bidders or an entry in the Catalogue or on the Bonhams website, the Lot conforms 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 DESCRIPTION

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 Estimate in the Catalogue which is not printed in bold letters, the remainder of which is not sold as corresponding to any Estimate in the Catalogue which is not printed in bold letters, and/or in the Contract for Sale of the Lot by the Seller to the Buyer.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

4.1 The Seller is not aware of any defect in the Lot other than those which are in the Contractual Description or any express alteration to it as referred to in paragraph 2.1.5, except as provided in clause 4.2, the Seller does not make or give or make any or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertaking any duty of care in relation to any Estimate in relation to it, nor of 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.

5 RISK, PROPERTY AND TITLE

5.1 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.

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 and in cleared funds to Bonhams and/or if you have completed its investigations pursuant to clause 3.11 of the Buyer’s Agreement with Bonhams set out in Appendix 2 in the catalogue;

5.3 The Seller’s wear and tear, limitation tax evasion, money laundering, terrorist financing or breach of any applicable international trade sanctions;

5.4 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;

5.5 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 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 contract is conducted or by no 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 all sums due in accordance with this paragraph, the Seller will have the rights set out in paragraph 8 below.

6 PAYMENT

6.1 Unless otherwise agreed in writing with you by Bonhams, the Purchase Price will be payable in full at the hammer in respect of the Lot, or the fall of the Hammer by itself and to his servants or agents to enter upon all or any part of the Seller’s premises and any of your other property in the Seller’s premises and to remove all sums due under the Contract for Sale shall have been paid in full in cleared funds;

6.2 for retain possession of, and on the same day’s written notice to sell, without ResERVE, any of your other property in the possession of the Seller or/and of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, 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

6.3 so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to resell the contract for the Sale of any other goods sold to you by the Seller at the Sale or at any other auction or on 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.

7 COLLECTION OF THE LOT

7.1 Unless otherwise agreed in writing with you by Bonhams, the SELLER shall have the right to repossess any property sold to you by the Seller and any monies to you from you in respect of such property or any other property sold to you by the Seller at the Sale or at any other auction or by private treaty and 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

7.2 the Seller is liable 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 and from the Seller, within 28 days of receipt of such monies by him or on his behalf.

8 THE SELLER’S LIABILITY

8.1 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;

8.2 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 conform with any Description or Estimate as to the satisfactory quality of the Lot, or as to the satisfactory quality of the Lot or its fitness for any purpose, or its fitness for any purpose;

8.3 the Buyer will not be liable for any loss or damage alleged to have occurred, and irrespective of whether the said loss or damage is caused by, or related to, any fault or error of description or estimate or any misdescription or any act, omission, or representation of fact, in relation to any Estimate in relation to the Lot;

8.4.1 to retain possession of the Lot or any other property sold to you by the Seller, whether or not a Sale is made of or on behalf of the Seller (whether made in writing, including in the Catalogue, on the Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale, and whether the said loss or damage is caused by, or related to, any fault or error of description or estimate or any misdescription or any act, omission, or representation of fact, in relation to any Estimate in relation to the Lot;

8.4.2 in respect of it, or this agreement or its performance, and whether or not a Sale is made of or on behalf of the Seller (whether made in writing, including in the Catalogue, on the Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale, and whether the said loss or damage is caused by, or related to, any fault or error of description or estimate or any misdescription or any act, omission, or representation of fact, in relation to any Estimate in relation to the Lot;
2.1.5 items consigned for sale by the Seller, the Buyer, the person to whom a Lot has been knocked down to the Auctioneer.

2.1.4 the any express alteration to it as referred to in paragraph 2.1.5), which is not part of the Catalogue Description, together with your behalf, or on our behalf, or on behalf of Bonhams, Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction and/or limitation (as the case may be or part thereof; Rights of Third Parties) Act 1999, which enables the benefit of the Contract to be extended to a person who is not a party to the contract, at law.

1.5.2 subject to any power of the Seller to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4.10, all such sums must be paid to and received in cleared funds, payable due to the Seller and following completion of our enquiries pursuant to paragraph 3.11.

1.5.1 we will, until the date and time specified in the Notice to Bidders or otherwise notified to you, store the Lot in accordance with paragraph 5.

1.4 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 at the address or fax number of the Buyer given in the Bidding Form unless notice of any change of address is given in writing to Bonhams and you through the Buyer’s representative, to the Buyer’s premises or in any other manner, or at any venue and/or by notice at the venue and/or by oral announcement or in any other manner, and Bonhams shall not be responsible for any such change of address, and we agree, subject to the terms below, to the following obligations.

1.3 except as specified in paragraph 4 of the Notice to Bidders the Contract for Sale of the Lot between you and the Seller is made on the fall of the hammer in respect of the Lot, only and will not be specified by Bonhams either written or in any other manner.

1.2 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 the Seller’s 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 given by the Seller to you under the Contract for Sale.

1.1 these terms govern the contract between Bonhams personally and the Buyer, the person to whom a Lot has been knocked down to the Auctioneer.

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, and are 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 by oral announcement or in any other manner, and we agree, subject to the terms below, to the following obligations.

1.1.4 these terms govern the contract between Bonhams personally and the Buyer, the person to whom a Lot has been knocked down to the Auctioneer.

1.1.3 the subject of any sanctions administered or enforced by the U.S. Department of the Treasury, 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

1.1.2 the Definitions and provisions contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the Notice to Bidders, printed in the Catalogue for the Sale, and where such reference is made, such reference must be read subject to and in the light of the conditions and in particular to the terms implied by the Sale of Goods Act 1979, for the Buyer’s benefit only.

1.1.1 these terms govern the contract between Bonhams personally and the Buyer, the person to whom a Lot has been knocked down to the Auctioneer.

7.5 You will be wholly responsible for packing, handling and removing the Lot to your principal to the Storage Contractor.

7.4 You will collect and remove the Lot, together with the Description, if not purchased by you and your Principal through Bonhams, if applicable and in accordance with the details of which you will be charged, money laundering or terrorist financing.

3.11.2 we reserve the right to make enquiries about any person transacting with us and to identify the 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 the discretion, we shall be entitled to retain Lots and/or proceeds of Sale, postpone or cancel any sale and to take any other actions as the case may be and/or to suspend or revoke any license or exemption, liable to you.

4 COLLECTION OF THE LOT

4.1 Because any power of the Seller or us to refuse to release the Lot to you, once you have paid us in cleared funds, everything due to the Seller and to us, and once we have completed our investigations under paragraph 3.11.1, 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 the buyer collection 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 or time is specified by Bonhams either written or in any other manner.

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 for collection on the date and time specified in the Notice to Bidders. The Seller, 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 (“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 per Lot plus VAT per day. If the Lot is stored at our premises, you will be responsible for all costs of or part thereof; Rights of Third Parties) Act 1999, which enables the benefit of the Contract to be extended to a person who is not a party to the contract, at law.

4.5 Until you have paid the Purchase Price and any Expenses and in full, the Lot will be either held by us in the name of the Buyer or by the Seller or 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 removing 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 removing the Lot to the address specified in the Notice to Bidders and in accordance 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 sole discretion, 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 legal rights in the Lot pass to you or on your behalf.

5 STORING THE LOT

We agree to store the Lot until the earlier of your removal of the Lot, the failure to pay the Purchase Price within 10 days of 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, subject to paragraphs 4.2 and 10.2, to be responsible as bailer 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 any title or ownership over the Lot until we have been paid in full in accordance with paragraph 3.

6 RESPONSIBILITY FOR THE LOT

6.1 (a) You will have the right to sell the Lot, to remove, and/or store the Lot; and (b) you will have the right to retain possession of the Lot.

6.2 Please note however, that under the Contract for Sale, in the risk

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 (without further notice to you unless otherwise provided below), you will be in breach of your obligations under this Agreement and you must rectify this breach within 21 days of the breach.

7.2 If the Lot remains at our premises after the date of the Sale, you will have to pay us interest on the full Purchase Price of the Lot from time to time to be calculated on a daily basis from the date until which such monies become payable until the date of discharge of the Lot.

7.3 If you have not paid within 21 days of the breach, we will appoint an auctioneer to sell the Lot and the monies received will be used to discharge our debt in full.

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 a third party other than you and 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 be necessary to protect the 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 instruct an auctioneer to sell the Lot (at our discretion, whether by auction, private treaty or any other means on giving you three months’ written notice of our intention to do so); and/or

8.1.4 require an indemnity and/or security from you in return for exercising any of the rights referred to in paragraph 8.1.3 or 8.1.4 above.

8.2 The discretion referred to in paragraph 8.1 will be exercisable in any way we may, by way of maximum the amount of the Purchase Price or the Premium for the Lot (less any sum you may be entitled to recover from the Seller) irrespective of any case of the nature, volume or source of any loss or damage alleged to have been suffered by us, and irrespective of whether the loss arises from negligence, other tort, breach of contract, statutory duty, bailee’s duty, a restitutionary claim or otherwise.

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

9 GUARANTEES

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 you have notified us in writing of your intention to purchase the Lot through a person whom you believe to be an expert, in the opinion of 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 have entered into a contract as reasonably practicable after you have become aware that the Lot or may be a Forgery, and in any event within one year after the Sale, that the Lot is a Forgery.

9.3 Within one month after such notification has been given, you will 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.

9.4 You will not be allowed to apply in respect of a Forgery:

9.4.1 the Entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts or fairly acknowledged to be a leading expert in the relevant field; or

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

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

9.6 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 lien, charge, mortgage, encumbrance or other claim, in accordance with the provisions of Sections 121(1) and 122(2) of the Sales of Goods Act 1979 and we will pay to you an amount equal to the sum of the Purchase Price, Buyer’s Premium, IAIT and Expenses paid by you in respect of the Lot.

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

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

9.9 Paragraph 9 does not apply in respect of any non-conformer Lot or a non-conforming Lot.

10 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 except to the extent of any losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to have been suffered by us, and irrespective of whether the loss arises from negligence, other tort, breach of contract, statutory duty, bailee’s duty, a restitutionary claim or otherwise.

10.2 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 in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution payable to you on the Claim or 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 or the Premium for the Lot (less any sum you may be entitled to recover from the Seller) irrespective of any case of the nature, volume or source of any loss or damage alleged to have been suffered by us, and irrespective of whether the loss arises from negligence, other tort, breach of contract, statutory duty, bailee’s duty, a restitutionary claim or otherwise.

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

Where the Lot is comprised 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 such a non-conforming Lot in accordance with the terms of this paragraph 11. If the original invoice was made out by us in respect of the Lot or any part of it (or such longer period as we may agree in writing that the Lot is a non-conforming Lot) and 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 after the Sale, you may agree in writing that the Lot is a non-conforming Lot; and

you notify us in writing as soon as reasonably practicable after you have become aware that the Lot 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), you may agree in writing that the Lot is a non-conforming Lot and

you notify us in writing as soon as reasonably practicable after you have become aware that the Lot 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);

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

the Lot was listed in the Catalogue under “collections” or “collections and various” or the Lot was listed in the Catalogue to comprise or contain a collection, issue or Books which are undetermined or the missing text or illustrations are referred to as “non-conforming Lots” or the relevant parts of the Book contain blanks, half titles or advertisements.

If you 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 lien, charge, mortgage, encumbrance or other claim, in accordance with the provisions of Sections 121(1) and 122(2) of the Sales of Goods Act 1979 and we will pay to you an amount equal to the sum of the Purchase Price, Buyer’s Premium, IAIT and Expenses paid by you in respect of the Lot.

12 MISCELLANEOUS

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

12.2 Our failure to enforce 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 such failure or delay.

12.3 If either party to this agreement is prevented from performing their respective obligations under this agreement or its performance, and whether in damages, for an indemnity or contribution payable to you on the Claim or 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 or the Premium for the Lot (less any sum you may be entitled to recover from the Seller) irrespective of any case of the nature, volume or source of any loss or damage alleged to have been suffered by us, and irrespective of whether the loss arises from negligence, other tort, breach of contract, statutory duty, bailee’s duty, a restitutionary claim or otherwise.

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 or fax or telephone (if to Bonhams) or any other written form of communication clearly acknowledged by the Company Secretaries to the address or tax 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
7.1.6 to repossess the
7.1.2 to retain possession of the
7.1 If all sums payable to us are not so paid in full at the time they
earlier, and you are advised to obtain insurance in respect of the
9.3.2 it can be established that the
9.2 Paragraph 9 applies only if:
10.1 We will not be liable whether in negligence, other tort, breach
of contract, statutory duty, bailee’s duty, a restitutionary claim
10.2.1 handling the
10.1 or to reject a bid
9.6 The benefit of paragraph 9 is personal to, and incapable of
9.5 in respect of it, made by us or on our behalf or by or on
3.4 “Buyers Premium” a premium, calculated in accordance with
2.7 “Notional Charges” calculated in accordance with the
2.5 taking (or is to take) place and we and you each
1.12 “where this agreement applies and all
1.11 “the person who offers the
1.10 “Buyer’s Agreement.”
1.9 “sale” and in the
1.8 “Lot” any item consigned to Bonhams with a view to its Sale at auction
1.7 “Buyer” the person to whom a Lot is knocked down by the
1.6 “Condition of Sale” the notice to Bidders, Contract for Sale, Buyer’s Agreement and Definitions.