Fine Books and Manuscripts
Montpelier Street, London | Wednesday 31 March at 1pm

BIDS
- Bid online/APP
Register to bid online by visiting www.bonhams.com/26772

- Bid by telephone/absentee
We require a completed Bidder Registration Form returned by email to bids@bonhams.com.

The form can be found at the back of every catalogue and on our website at www.bonhams.com

Please note we cannot guarantee bids within 24 hours of the sale.

Bidding by telephone will only be accepted on a lot with a lower estimate in excess of £1,000.

- New Bidders
You must provide proof of identity when submitting bids. A copy of a government-issued photo identification (driving licence or passport) showing your full name and date of birth, and, if not shown on the ID document, proof of your current address (utility bill or bank statement).

For company account or other entities, please contact us in relation to the documents you will need to provide.

Failure to do this may result in your bids not being processed.

For all other enquiries, contact our Client Services department on:
+44 (0) 20 7447 7447 or bids@bonhams.com

Please see back of catalogue for important notice to bidders

To submit a claim for refund of VAT, HMRC require lots to be exported from the UK within strict deadlines. For lots on which Import VAT has been charged (marked in the catalogue with a * or Ω) lots must be exported within 30 days of Bonhams’ receipt of payment and within 3 months of the sale date. For all other lots export must take place within 3 months of the sale date.
IMPORTANT NOTICES
For explanation of any asterisked symbols that may appear in catalogues, please see the notice entitled ‘VAT’ at the end of the catalogue. Lots comprising printed books, unframed maps and bound manuscripts are not liable to VAT on the Hammer Price or Buyer’s 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: defects stated in the catalogue or announced at the time of sale; un-named items, blanks, half-titles, or advertisements; damage to bindings, stains, tears, foxing or other cosmetic defects, unless resulting in loss to text or illustration; defects to atlases, manuscripts, music, periodicals, and items sold as collections, archives, association copies, extra-illustrated copies, or bindings.

Items indicated in the catalogue as “framed” have not been examined out-of-frame, unless specifically stated.

EXPORT LICENCES
Most manuscripts over fifty years old, and certain other lots, will require export licences in order to leave the UK or Europe. We can apply for these on your behalf. Please contact the department if you would like further guidance.

SHIPPING, COLLECTION AND STORAGE
All sold lots will remain in Bonhams Knightsbridge Book Department without charge for a period of 21 days. Any items not collected by then may incur storage charges.

Buyers are encouraged to make contact with the Book Department to discuss any collection, storage or shipping concerns.

Joel Chandler
+44 (0)20 7393 3841
joel.chandler@bonhams.com
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 to you free of charge. Bonhams is not entering into a contract with you in respect of the Condition Report and accordingly does not accept any responsibility for it. This Condition Report represents Bonhams’ reasonable opinion as to the Lot’s general condition in the terms stated in the particular report, and Bonhams does not assume liability for the Condition Report or but represents all aspects of the internal or external condition of the Lot. Neither does the Seller agree or owe to you as a Buyer or Buyer any obligation or duty in respect of this free report about a Lot, which 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 give any representation or 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 him on or in respect of his Lot or any Estimate is incorporated into any Contract for Sale between a Seller and a Buyer.

Bonhams’ representation to you
You have the opportunity of examining the Lot if you want to and for the Contract for Sale is with the Seller and not with Bonhams: Bonhams acts as the Seller’s agent only (unless Bonhams is the Seller). Bonhams undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient detail or at all, on each Lot to establish the accuracy or otherwise of any statement or representation given by Bonhams, or by any person on Bonhams’ behalf, whether in the Catalogue or elsewhere.

You should be aware 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. Other than as set out, no statement or representation in any way descriptive of any Lot or any Estimate is incorporated into 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
The Sale is conducted by the Auctioneer in which persons may purchase 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. You are advised to ensure that you are identified as the Buyer 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. 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 to persons who are registered to bid at one or more sales 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 our Bids Office if you are late in registering your details.

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 return it to us. 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 to persons who are registered to bid at one or more sales 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 our Bids Office if you are late in registering your details.

Bidding by post or fax
Absentee Bidding Forms can be found in the back of this Catalogue and can be completed and sent to us. The Auctioneer may at his discretion accept bids which 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 our Bids Office if you are late in registering your details.

Buying through an agent
Bids may be placed by or 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 on both 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 principal and their 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 to 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, and you are entitled to assume that any person bidding at the Sale is bidding 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. 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 Regulator) 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.

6. CONTRACTS BETWEEN THE BUYER AND SELLER AND THE SELLER AND BONHAMS

On the Lot being bid 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 required 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 acquaint yourself with the terms of the Contract for Sale at 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.

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

- 27.5% of the Hammer Price on the first €10,000, plus 25% of the Hammer Price from €10,001 to and up to €45,000, plus 20% of the Hammer Price from €450,001 and up to €5,500,000; plus 14.5% of the Hammer Price above €5,500,000.
- 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 pounds sterling at the 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 Artist’s 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 12.5% of the currency of the Lot 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 £500,000</td>
<td>3%</td>
</tr>
<tr>
<td>From £500,001 to £1,000,000</td>
<td>2%</td>
</tr>
<tr>
<td>From £1,000,001 to £5,000,000</td>
<td>1%</td>
</tr>
<tr>
<td>Exceeding £5,000,000</td>
<td>0.5%</td>
</tr>
</tbody>
</table>

It may be advisable to notify your debt 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 right to 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 made via Bonhams or 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 between 10.00 – 4.00 Monday – 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 our Licensing Department.

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchase. You should therefore obtain any relevant export and/or import licence(s). Export licenses 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-control/exportlicensing/ 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 policies before making bids, even if you do not plan to export the Lot. Bonhams reserves the right to vary the terms of payment at any time.

Bonhams reserves the right to 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: 53-55 Threadneedle St, London EC2R 8AH
IBAN Number: GB 33 NWBK 560027 25563009
Sort Code: 56-00-27

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:

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

Cash: you may pay for Lots purchased by you at this Sale in cash or 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 approval. You must be available to pay by telephone and contact your Account Manager (if any) for approval of any transaction. If you do 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 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 identify and 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.

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 warranty for the 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 repair work, for which the Buyer is solely responsible, may be necessary.

17. FIREARMS – PROPERTY, CONDITION AND CERTIFICATION

The term “property exemption” indicates that a firearm has been examined at a Proof House, but not proved, as either (a) it was deemed of interest 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. Property proof 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 viewing and measurements once rendered unserviceable according to the gun barrel Proof Act 1948 of 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 may affect the immediate safety of a firearm in normal use. An intendingBidder 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 rule of bore and weight-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 mechanism or lubrication. Stripping is, otherwise, not undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. In instances of mechanical faults all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

The Sporting Gun Department endeavours to conform 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 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 / firearms licence and 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 or documentation reconfirmed 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 ‘S5’ and bearing marked red labels are Section 5 prohibited firearms and require a valid Section 5 authority or import licence.

Lots marked with a ‘S5S’ and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held. Unmarked Lots require no licence.

Taxidermy and Related Items

On behalf of the Seller of these items, 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, 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 to improve their colour or resin for the same purpose. Other treatments such as staining, indentation 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. This is not the consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that Bonhams has given or has had gemstones certified, these descriptions will be disclosed in the Catalogue. Although, as a matter of policy, Bonhams endeavours to provide certificates from recognised laboratories for certain Lots, we cannot guarantee that a certificate will be available 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 Company Ltd. reserve any rights to investigate and identify the source of any funds.

20. PHOTOGRAPHS

Explanation of Catalogue Terms

• “Bill Brandt” or “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 title and/or date and/or inscription are in the hand of the artist.

• “Signed and/or titled and/or dated and/or inscribed in another hand”: in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.

• The date given is that of the image (negative). Where no further date is stated, all of the remaining Lots in the parcel at the same price, 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.

Bidders should note that Bonhams will not release Bids prior to 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.

Acceptable delivery dates for Sale.

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

GB – Glaze bottled

DB – Domaine bottled

EB – Estate bottled

BB – Bordeaux bottled

BE – Belgian bottled

FB – French bottled

GB – German bottled

OB – Oporto bottled

UK – United Kingdom bottled

ow – own label

io – individual wooden case

oc – original carton

SYMBOLS

The following symbols are used to denote:

• 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 Terrace 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.

Wines lying in Bond.

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 invocable bird by a third party, who may make a financial gain on
2.1.5 items consigned for sale by the Seller have been any.

**APPENDIX 1**

**BUYERS SALE 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 notices at the Sale venue and/or on Bonhams’ website, and/or by oral announcements before and during the Sale at the 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.

**1 THE CONTRACT**

1.1 These terms and the relevant terms for Bidders and Buyers in the Notice, and 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 and/ or in the Notice to Bidders 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 and the terms of the Sale of Goods Act 1979, 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 Bonhams or a Seller in a notice in the Notice to Bidders, 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 WARRANTIES AND OBLIGATIONS**

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 is not aware of any limitation in the title or title guarantee or, with whatever right, title or interest he may have in the Lot;

2.1.3 except as expressed or implied 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 to be regarded as part of 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 photograph of the Lot in the Catalogue which is in bold letters, or with any printed statement or representation other than that part of the Entry referred to in paragraph 2.1.5 (together with any express attribution to it as referred to in paragraph 2.1.5), but subject to the relevant provisions of the Sale of Goods Act 1979, being that part of the Entry about the Lot in the Catalogue which is in bold letters. Bonhams has not and does not make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care in relation to any Entry in the Lot in the Catalogue in relation to, or 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 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 in respect of the Lot.

5.2 Title to the Lot remains in and is released 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 all duties and fees, expenses and losses suffered by the Seller in connection with the Seller’s obligations and its investigations pursuant to clause 3.11 of the Buyer’s Agreement with Bonhams set out in Appendix 2 in the catalogue; (ii) the Buyer has paid to the Seller the balance of the Purchase Price and all other sums owed by you to the Seller under any Storage Contract, and all duties and fees, expenses and losses suffered by the Seller in connection with the Seller’s obligations and 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 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.

6 PAYMENT AND COLLECTION OF THE LOT

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.

6.3 Unless agreed in writing by the Seller, if Bonhams is aware, all third parties have complied with such requirements in the past.

6.4.1 items consigned for sale by the Seller are not connected with or related 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; and

6.4.2 documents required to be given by the Seller is duly authorised to sell the Lot by the owner; or

6.4.3 save as disclosed in the Entry for the Lot in the Catalogue, the Seller is not aware of any limitation in the title or title guarantee or, with whatever right, title or interest he may have in the Lot; and

6.4.4 except as expressed or implied 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 to be regarded as part of 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.

6.5 The Seller has completed 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; and

6.5.1 the Seller is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the Lot;

6.5.2 the Seller is not in bankruptcy, or subject to any legal tax evasion, money laundering, terrorist financing or breach of any applicable international trade sanctions;

6.5.3 the Seller is not a party to any contract expressly 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.

**7 DESCRIPTION**

7.1 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 photograph of the Lot in the Catalogue which is in bold letters, or with any printed statement or representation other than that part of the Entry referred to in paragraph 2.1.5 (together with any express attribution to it as referred to in paragraph 2.1.5), but subject to the relevant provisions of the Sale of Goods Act 1979, being that part of the Entry about the Lot in the Catalogue which is in bold letters. Bonhams has not and does not make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care in relation to any Entry in the Lot in the Catalogue in relation to, or 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.

**8 FAILURE TO PAY FOR THE LOT**

8.1 If you have not paid the Purchase Price 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 or not exercised together):

8.1.1 to terminate immediately the Contract for Sale of the Lot for your breach of contract;
person's rights or remedies in respect of (if) 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 (iii) all other actions for which the Seller is 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.

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 or restriction of any of the rights under the contract, 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 rights 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 if it is prevented from performing or rendered incapable 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 at the address or fax number of the Buyer given in the Bidding Form unless notice of any change of address or fax number of the Buyer under this Contract (whether including, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to the date when the Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was, unless otherwise expressly stated in the Contract as principal made as agent on behalf of the Seller.

2 PERFORMANCE OF THE CONTRACT FOR SALE

You will be entitled, in accordance with and subject to the terms and conditions of the Contract for Sale, to exercise one or more of the following rights and duties: to remove the Lot, to sell the Lot, to guarantee the Lot and follow completion of our enquiries pursuant to paragraph 3.11; we will provide guarantees in the terms set out in paragraphs 9 and 10.

2.1 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, Guarantee, warranty, representation of fact 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 made by us or on our behalf or by on behalf of the Seller under this Contract (whether including, in the Catalogue or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to the date when the Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was, unless otherwise expressly stated in the Contract as principal made as agent on behalf of the Seller.

3.10.4 items purchased by you and your Principal through Bonhams and for which you have not paid the Purchase Price and any Interest thereon (after as well as before judgment or order) at the annual rate of 5% per annum above Bank of England rate from time to time in effect in London.

3.10.5 All such sums due to the Seller including any charges due against all charges, costs, including any legal costs against all charges, costs, including any legal costs.

3.10.6 in accordance with the rates set out in the Notice to Bidders on each lot, and

3.10.7 If the Lot is marked („) in the Notice to Bidders which is calculated and payable in accordance with the Notice to Bidders together with VAT it shall be payable to you on demand and in any event before the expiry of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.

3.10.8.2, payable at our current rates, and any expenses incurred in relation to the services of the Storage Contractor or the Seller or any other third party if the Seller or the Storage Contractor is responsible for the services of the Storage Contractor.

3.10.9 We shall be entitled to retain any money received by us from you in respect of the services of the Storage Contractor or the Seller or the Storage Contractor.

3.10.10 You will 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 and all expenses and charges due under the Storage Contract.

3.10.11 You will be wholly responsible for packing, handling and transport of the Lot on collection and delivery at your own cost in accordance with all import or export regulations in connection with the Lot.

3.10.12 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2 and any costs due to us. 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 the expiry of the period referred to in paragraph 4.2.

3.10.13 We will be responsible as bailee for you to damage or loss of 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 without limitation set in the Notice to Bidders or if no date is specified, for 4.30pm on the seventh day after the Sale, we will be entitled, in accordance with and subject to the terms and conditions of the Contract for Sale, to sell the Lot.

4.1 Subject to any of the power of the Seller or us to refuse to release the Lot to you, you shall have sold and shall be entitled, in accordance with and subject to the terms and conditions of the Contract for Sale, to sell the Lot to any third party on the price paid to us for the Lot and shall be entitled to retain any money received by us from you in respect of the services of the Storage Contractor or the Seller or the Storage Contractor.

4.2 Until you have paid the Purchase Price and any Expenses in full the Lot shall either be held by or on behalf of Bonhams under the terms of the Storage Contract and are not answerable or liable to you or your Principal to the extent of our obligations imposed on you by paragraph 6.

4.3 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 day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.

4.4 Until you have paid the Purchase Price and any Expenses in full the Lot shall be held by or on behalf of Bonhams under the terms of the Storage Contract and are not answerable or liable to you or your Principal to the extent of our obligations imposed on you by paragraph 6.

4.5 You will 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 and all expenses and charges due under the Storage Contract.

4.6 You will be wholly responsible for packing, handling and transport of the Lot on collection and delivery at your own cost in accordance with all import or export regulations in connection with the Lot.

4.7 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2 and any costs due to us. 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 the expiry of the period referred to in paragraph 4.2.

5 STORING THE LOT

We agree to store the Lot until the earlier of your removal of the Lot, the expiry of the charge for the services of the Storage Contractor on the Sale Information Page or at the back of the catalogue (or if no date is specified, for 4.30pm on the seventh day after the Sale), and subject to paragraphs 3.10.7, 4.2, 10.7 and 11.2.

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

3.1.5 You have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations,

3.1.6 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;

3.1.7 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 terror financing;

3.1.8 Any monies advanced 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;

3.1.9 that 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 as we may consider appropriate in order to avoid or mitigate the risk of money laundering, terrorist financing.
you have not paid for the Lot in accordance with paragraph 3, and you have not moved to any third party’s premises, the Lot will be held by us in trust for you at our discretion 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 (or possession to you) in payment of the Purchase Price to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 6.2. Please note however, that under the Contract for Sale, the risk in the Lot passes to you after 7 days from the date upon which it is knocked down to you or upon collection of the Lot by you, earlier, and you are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.

7 FAULT 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 under this agreement, and if the Lots are 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 have with such 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 due to us and for our expenses (whether or not court proceedings are brought) at the rate specified in paragraph 7.1.5 from the date upon which such monies become payable until the date of actual payment.

7.1.5 to pay 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;

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

7.1.7 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;

7.1.8 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 of any amounts owed us for Sale;

7.1.9 to refuse to allow you to register for a future sale or to exclude a bid from you at any future sale or to require you to pay a deposit before you are allowed to bid 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 in respect of which you are a bidder.

7.1.10 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 therewith.

7.2 You agree to indemnify us against all legal and other costs, all losses and 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 in order to the Purchaser’s account in respect of (i) the Lots of which you have purchased more than one Lot pro-rata towards the Purchase Price of each Lot and secondly to the Buyer’s Premium, (ii) 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.

8 WE WILL NOT BE LIABLE TO YOU IN RESPECT OF ANY DAMAGE CAUSED BY ANY OF THE AFORESAID, WHETHER DIRECTLY OR INDIRECTLY, INCLUDING (BUT NOT LIMITED TO) LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF OPPORTUNITY OR PROFIT, LOSS OF DATA, INTERRUPTIONS TO BUSINESS OR SERVICE, OR ANY OTHER LOSS OR DAMAGE OF ANY KIND, IN RESPECT OF ANY LOSS, WHETHER DIRECT OR INDIRECT, INCLUDING (BUT NOT LIMITED TO) LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF OPPORTUNITY OR PROFIT, LOSS OF DATA, INTERRUPTIONS TO BUSINESS OR SERVICE, OR ANY OTHER LOSS OR DAMAGE OF ANY KIND, INCLUDING (BUT NOT LIMITED TO) LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF OPPORTUNITY OR PROFIT, LOSS OF DATA, INTERRUPTIONS TO BUSINESS OR SERVICE, OR ANY OTHER LOSS OR DAMAGE OF ANY KIND, WHETHER DIRECT OR INDIRECT.

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 we see fit (whether to us to receivers, to 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 on our own behalf (as our agent) or on your behalf (as our agent) to a leading expert in the relevant field; or

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

8.1.4 require an indemnity and/or security from you in return for putting the Lot in our custody and/or control.

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 during which we have knowledge of such possession, where the cessation of such possession has occurred as a result of any decision, order or ruling of any court, mediator, arbitrator or other similar 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 to any forgery that is or may become a non-conforming Lot and for which 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) under our undertaking in paragraph 9 of these conditions.

10 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 such a non-conforming Lot in accordance with the terms of this paragraph, if

10.1 the original invoice was made out by us to you in respect of the Lot and if that invoice was later amended by us to include in the invoice notice to you 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

10.2 within 20 days of the date of the relevant Sale (or such longer period as we may agree in writing) we have given to you in writing notice to you 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

10.2.1 handling the Sale or Lot; or

10.2.2 passing the Lot and/or its parts to any third party or removing the Lot from the premises of the Buyer or the Seller; or

10.2.3 delivering the Sale or Lot; or

10.2.4 losing the Sale or Lot in our custody and/or control is to exercise reasonable care as we in our absolute discretion consider necessary to prevent damage to the Lot; or

10.2.5 doing so.

10.3 As defined in paragraph 3.11.

10.4 We will not be liable whether in negligence, other tort, breach of contract, statutory duty, bailee’s duty, a restitutionary claim or otherwise.

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

10.6 Nothing set out above will be construed as excluding or restricting your rights or remedies in respect of (i) fraud, (ii) breach of contract, (iii) 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 for any person or firm 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 MISCELLANEOUS

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

11.2 If either of us (in exercising its rights under this agreement) acts so as to preclude us from 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 by us in writing as such waiver will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligation imposed on us (or our insurers) in the case of any tortious 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.

12.3. If any term or phrase 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 this relevant term.

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

12.7. The headings used in this agreement 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 include reference to the plural (and vice versa) and reference to any one gender will include reference to reference to any other gender.

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 conveys or purports to confer on any person who is not a party to this agreement any benefit conferred by, or the right to action or any term of, this agreement.

12.12. Where this agreement is an immunity form, and/or an exclusion or restriction of, the responsibility and/or liability of Bonhams, it will also operate to favour and for the benefit of Bonhams’ holding company and the subsidiaries of such holding company and the successors and assignees 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 (Third Parties) 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. GOVERNMENT

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 (i.e. London) and the courts of that country.

APPENDIX 3

DEFINITIONS AND GLOSSARY

Where these Definitions and Glossary are incorporated, the following words and phrases unless defined herein or in the context otherwise requires the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may be familiar.

LIST OF DEFINITIONS

“Account” the bank account of Bonhams into which all sums received in connection with the Purchase Price and any commission payable by the Buyer to Bonhams may have been paid 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 form info@bonhams.com.

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 not 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, in a contract of sale, the following terms are implied, that is to say, are added by operation of law, to the terms of the contract unless the parties agree otherwise:

(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.
(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 also 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 an encumbrance disclosed or known to the buyer before the contract is made.

(6A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties.”
This sale will be conducted in accordance with Bonhams' Conditions of Sale and buying and selling at the Sale will be regulated by these Conditions. You should read the Conditions in conjunction with the Sale Information relating to this Sale which sets out the charges payable by you on the purchases you make and the other terms relating to bidding and buying at the Sale. You should ask any questions you have about the Conditions before signing this form. These Conditions also contain certain undertakings by bidders and buyers and limit Bonhams’ liability to bidders and buyers.

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 e-mail from info@bonhams.com. We may disclose your personal information to any member of our group which means our subsidiaries, our ultimate holding company and its subsidiaries (whether registered in the UK or elsewhere). We will not disclose your data to anyone outside our group but we may from time to time provide you with information about goods and services which we feel may be of interest to you including those provided by third parties. If you do not want to receive such information (except for information you specifically requested) please tick this box. Would you like to receive e-mailed information from us? If so please tick this box.

Notice to Bidders.
At least 24 hours before the Sale, clients must provide government or state issued photographic proof of ID and date of birth e.g. - passport, driving licence - and if not included in ID document, proof of address e.g. - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, and the entities name and registered address, documentary proof of its beneficial owners and directors, together with a letter authorising the individual to bid on the company’s behalf. Failure to provide this may result in your bids not being processed or completed. For higher value lots you may also be asked to provide a bank reference.

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 on to them. If unsuccessful, I will arrange to collect the purchases myself.

Telephone or Absentee (T / A)
Lot no.
Brief description
MAX bid in GBP (excluding premium & VAT)
Covering bid *

FOR WINE SALES ONLY
Please leave lots “available under bond” in bond
Please include delivery charges (minimum charge of £20 + VAT)

BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE INCLUDING BUYER’S WARRANTIES AND WISH TO BE BOUND BY THEM, AND AGREE TO PAY THE BUYER’S PREMIUM, VAT AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS.

Bidder/Agent’s (please delete one) signature: ____________________________
Date: ____________________________

* Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding. NB: Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form. Please email or fax the completed Auction Registration form and requested information to:
Bonhams, Customer Services, 101 New Bond Street, London, W1S 1SR. Tel: +44 (0) 20 7447 7447 Fax: +44 (0) 20 7447 7401, bids@bonhams.com