

Bonhams



Fine and Rare Wines

featuring two outstanding private cellars

New Bond Street, London | 6 May 2021



Fine and Rare Wines

featuring two outstanding private cellars

New Bond Street, London | Thursday 6 May at 10.30am

BONHAMS

101 New Bond Street
London W1S 1SR
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SALE NUMBER

26675
Lots 1 - 737

ILLUSTRATIONS

Front cover: Lot 426
Inside front cover: 118
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IMPORTANT NOTICE ABOUT COVID

Bonhams continues to hold viewings and sales in accordance to the government guidelines in each region. If local restrictions prevent our salerooms from opening, the sales will either be wholly online or livestreamed from the auction house. Bids will be accepted online, on the Bonhams app, on the telephone and as absentee bids. For up to date information and if you have any questions regarding an upcoming sale please contact Client Services on: +44 (0)20 7447 7447 or info@bonhams.com

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BIDS

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

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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.

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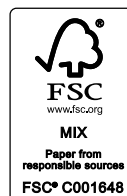
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To submit a claim for refund of VAT, HMRC require lots to be exported from the UK within strict deadlines. For lots on which Import VAT has been charged (marked in the catalogue with a * or Ω) lots must be exported within 30 days of Bonhams' receipt 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.

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Pre-Sale Information

BIDDING

Bidding is per lot as catalogued unless otherwise stated and can be made in person, on the telephone (for individual lots with a lower estimate of £400 or over only) or by filling out the absentee bid form at the back of this catalogue and faxing to the number below. Bids can also be placed by email or online: bids@bonhams.com www.bonhams.com (Please refer to notes on bidding in the 'During the Sale' section). Bids must be made at least 24 hours prior to the start of the sale. Proof of identity is required before processing.

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CATALOGUE DESCRIPTIONS AND COST BREAKDOWN

WINES IN BOND

Please note that all lots sold under Bond in this sale will be invoiced at the hammer price. If the buyer wishes to take the lot Duty paid, Excise Duty (currently £26.78 per case of 12 x 75cl bottles for still wines, £34.30 per case of 12 x 75cl sparkling wines and £35.70 per case of 12 x 75cl fortified wines) will be added to the invoice and VAT (currently 20%) will be charged on the hammer price and Excise Duty. Buyers must notify Bonhams at the time of the sale whether they wish to take their wines under Bond or Duty paid. If taken under Bond, the buyer is then himself responsible for all Duty, clearance, VAT and other charges that may be payable thereon. All such lots must be transferred or collected within two weeks of the sale.

BUYERS PREMIUM

A Buyers Premium at 22% on the hammer price + VAT at the prevailing rate will be charged on all lots in this sale.

SYMBOLS

Lots under bond are marked Δ. Lots marked † are duty paid and subject to VAT at the prevailing rate on the hammer price.

SPECIAL INVOICING REQUIREMENTS

Customers should advise Bonhams (bids@bonhams.com) if they wish to be invoiced for purchases -
a) under bond where lots are shown as available under bond (signified with a triangle Δ in the catalogue). For buyers outside the UK, please note that any forwarding agent appointed to export their purchases must have a movement certificate for lots to be released under Bond.
b) outside the margin scheme for duty paid lots. Invoicing outside the margin scheme is only available to VAT registered businesses.

If so instructed this will become the standard invoicing method for your account.

Please note all such requests should reach Bonhams within 48hrs of the sale. Regrettably we will be unable to action requests received after this. All lots will be invoiced duty paid, where no instruction has been received.

CONDITION

Bottle condition, which encompasses capsule, cork, fill level and label condition, is only noted where it may significantly influence the estimated value of the lot. It is not our policy to inspect every unopened case; however, those that have been inspected may no longer have an intact lid. Ullage levels or bottle condition may differ from the catalogue description as a result of transport or repacking by shippers. Corks in older wines may fail naturally or as result of transportation. Bonhams cannot accept responsibility at any point for failed corks or seepage, and no refunds and replacements are given.

ULLAGE

Ullage refers to the space between the wine and the bottom of the cork. Acceptable ullage levels increase with age but we will only auction wines that we consider to be in sound condition. Ullage levels for Bordeaux-shaped bottles are only noted when not 'into neck' (see diagram) or, in the case of Burgundy-shaped bottles, when greater than 4cm from the base of the cork. Unless otherwise indicated champagne ullage is measured from the base of the bottle when inverted.

BOTTLING

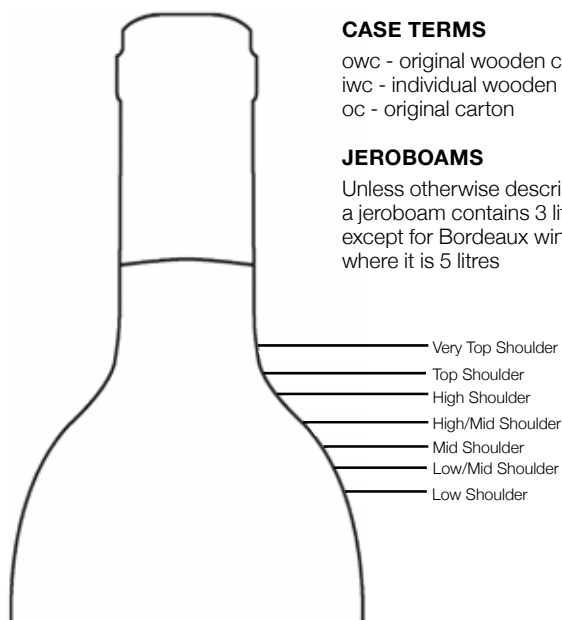
All Bordeaux is Château -bottled unless otherwise indicated. Likewise, all other wines are bottled in the area of production unless indicated as follows:
BB - Bordeaux bottled
BE - Belgium bottled
UK - UK bottled
FB - French bottled
OB - Oporto bottled

CASE TERMS

owc - original wooden case
iwc - individual wooden case
oc - original carton

JEROBOAMS

Unless otherwise described, a jeroboam contains 3 litres except for Bordeaux wines where it is 5 litres



BIDS

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To bid via the internet please
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Payment of sale proceeds
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DELIVERIES

Delivery can only be made
once all charges have been
settled.

Purchases can only be
dispatched to a single address
and we cannot arrange overseas
deliveries.

Delivery charges per case or
part case (+ VAT);

London postcodes: £10;
minimum £20; maximum
£100 (up to 40 cases).
Other English postcodes: £15,
minimum £30, maximum
£150 (up to 40 cases).

Please ask for a quotation
for deliveries above 40 cases
and to Scotland, Wales and
offshore addresses.

Please note it can take up to
3 working days to process an
order

**It is the buyer's
responsibility to ensure that
all cases and bottles are
checked on delivery as,
once signed for, no claims
for shortage or breakage
will be accepted.**

COLLECTIONS

**All lots will be held at
London City Bond, Dinton,
Salisbury,
Wiltshire SP3 5HB.**

Buyers may collect their wines
directly - 48 hours notice is
required.

Please note that some lots may
not be available immediately after
the sale.

Please note that storage charges
of £2.00 (+VAT) per case per
week may be imposed for both
bonded and duty paid lots if
instructions for collection or
delivery have not been received
more than two weeks after the
wine has been made available.

VENDORS

Vendors will be informed of the
result of the sale by post. Unless
requested to do otherwise,
unsold lots will be re-entered into
the next sale.

PAYMENT IN ADVANCE

Tel: +44 (0) 20 7447 7447
to ascertain amount due by:
cash, cheque with banker's card,
Debit or credit card.

PAYMENT AT TIME OF COLLECTION

By credit card / debit card

CHAMPAGNE

1947	Pol Roger Cuvée de Réserve	2	2004	Charles Heidsieck Blanc des Millénaires	363
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1973	Bollinger RD Tradition	4	2004	Krug	365
1975	Bollinger	5	2004	Louis Roederer Cristal	12
1976	Bollinger	5	2004	Louis Roederer Cristal Rosé	12
1978	Taittinger Collection	6	2004	Salon Le Mesnil B. de Blancs	366-368
1978	Veuve Clicquot Rosé	7	2005	Bollinger La Grande Année	369
1979	Boizel Joyau de France	7	2005	Jacquart B. de Blancs	23
1979	Veuve Clicquot	7	2005	Louis Roederer Cristal	12
1980	Veuve Clicquot	8	2005	Philipponnat Clos des Goisses Juste Rosé	370
1982	Louis Roederer	7	2006	Billecart-Salmon Elizabeth Salmon Rosé	371
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1985	Dom Pérignon	11	2006	Diebolot-Vallois Fleur de Passion B. de Blancs	631
1985	Perrier Jouët	694	2006	Dom Pérignon	372
1986	Louis Roederer Cristal	12	2006	Lanson Clos Lanson	373
1988	Perrier-Jouët Belle Époque	6,13	2006	Louis Roederer Cristal	374
1988	Veuve Clicquot La Grande Dame	14	2006	Louis Roederer Cristal Rosé	375,376
1989	Billecart-Salmon Cuvée Nicolas-François	11	2006	Pol Roger Cuvée Sir Winston Churchill	630
1989	Krug	15	2006	Taittinger Comtes de Champagne	24
1990	Bollinger La Grande Année	8	2006	Taittinger Comtes de Champagne B. de Blancs	377,378
1990	Dom Pérignon	16	2006	Taittinger Comtes de Champagne Rosé	379
1990	Henriot Cuvée des Enchanteleurs	336	2007	Bollinger La Grande Année Rosé	381
1990	Pol Roger	7	2007	Bollinger VV Françaises B. de Noirs	380
1990	Veuve Clicquot La Grande Dame	14	2007	Dom Ruinart B. de Blancs	385
1992	Moët & Chandon Brut Impérial	694	2007	Louis Roederer Cristal	12,384
1992	Taittinger Collection	6	2007	Philipponnat Clos des Goisses Juste Rosé	382,383
1995	Billecart-Salmon Clos St Hilaire B. de Noirs	17	2007	Salon Le Mesnil B. de Blancs	386,387
1995	Veuve Clicquot	17	2007	Taittinger Comtes de Champagne B. de Blancs	388
1996	Dom Pérignon	18	2007	Taittinger Comtes de Champagne Rosé	379
1996	Dom Pérignon P2 Rosé	337	2008	Bollinger La Grande Année	389
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1996	Louis Roederer Cristal	339	2008	Dom Pérignon	390,391
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1996	Taittinger Comtes de Champagne Rosé	6	2008	Henriot	394
1997	Louis Roederer Cristal	12	2008	Louis Roederer B. de Blancs	396
1998	Bollinger VV Françaises B. de Noirs	19	2008	Louis Roederer Cristal	397-400
1998	Gosset Célébris	697	2008	Louis Roederer Cristal Rosé	401,402
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1999	Dom Pérignon Caviar Set	20	2009	Dom Pérignon	403
1999	Salon Le Mesnil B. de Blancs	344,345	2011	Henri Giraud Ay GC B. de Blancs	404
2000	Dom Pérignon P2	346	2012	Bollinger La Grande Année	405
2000	Dom Pérignon Rosé	347	2012	Louis Roederer Cristal Rosé	406,407
2002	Bollinger R.D.	348	2012	Pol Roger Cuvée Sir Winston Churchill	1
2002	De Saint Gall Cuvée Orpale B. de Blancs	360	NV	Armand de Brignac Ace of Spades	6
2002	Dom Pérignon	21,349	NV	Besserat de Bellefon Cuvée des Moines Sec	8
2002	Dom Pérignon Plénitude P2	629	NV	Gosset Célébris B. de Blancs Cuvée Extra Brut	18
2002	Gosset Célébris	697	NV	Henri Giraud Ay GC Fût de Chêne MV 13	408
2002	Krug Clos du Mesnil B. de Blancs	350	NV	Jacques Selosse Les Carelles	411
2002	Moët & Chandon	351	NV	Jacques Selosse Lieux-Dits Collection	410
2002	Piper-Heidsieck Rare	352,353	NV	Krug Grande Cuvée	18,697
2002	Pol Roger	22	NV	Krug Soloiste à l'Orchestre en 2004 Acte 1	409
2002	Pol Roger B. de Blancs	280,281	NV	Laurent Perrier Cuvée Grand Siècle	8
2002	Pommery Cuvée Louise	354	NV	Laurent Perrier Rosé	8
2002	Salon Le Mesnil B. de Blancs	355-357	NV	Louis Roederer	7
2002	Taittinger Comtes de Champagne B. de Blancs	358	NV	Pol Roger	7
2002	Tarlant La Vigne d'Antan B. de Blancs	359	NV	Ruinart B. de Blancs	8
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2003	Dom Pérignon Metamorphosis	361			
2003	Dom Pérignon Rosé	21			
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1947	Château Cheval Blanc	27
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1952	Château Cheval Blanc	29	1985	Château Margaux	44
1952	Château Cos d'Estournel	28	1985	Château Mouton Rothschild	414
1955	Château Cheval Blanc	29	1985	Château Pichon-Longueville Baron	693
1957	Château Cos d'Estournel	691	1986	Château Canon-La-Gaffelière	32
1961	Château Belair	31	1986	Château Lafite Rothschild	113
1961	Château Calon-Ségur	691	1986	Château Margaux	38,282
1961	Château Figeac	88	1986	Château Talbot	107
1961	Clos Fourtet	32	1986	Clos Fourtet	32
1962	Château Cheval Blanc	31	1988	Château Lynch-Bages	45
1962	Château Durfort Vivens	28	1988	Château Pichon-Longueville Baron	37
1962	Château La Mission Haut-Brion	89	1988	Petrus	46
1962	Château Margaux	33	1989	Château Ducru-Beaucaillou	117,283
1964	Château Margaux	31,33	1989	Château Haut-Brion	119
1966	Château Gruaud Larose	31	1989	Château La Conseillante	122
1966	Château La Conseillante	31	1989	Château La Mission Haut-Brion	120
1966	Château Latour	691	1989	Château Lynch-Bages	114
1966	Château Margaux	31	1989	Château Palmer	118
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1970	Château Lafite Rothschild	90	1989	Château Trotte Vieille	32
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1970	Château Mouton Rothschild	92	1990	Château Ausone	129
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1971	Château Haut-Brion	34	1990	Château Figeac	131
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1978	Château Margaux	38	1990	Château Mouton Rothschild	47
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1979	Château Calon-Ségur	40	1990	Château Talbot	692
1979	Château Mouton Rothschild	92	1990	Clos Fourtet	32
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1981	Château Cheval Blanc	98	1994	Château Lafite Rothschild	692
1982	Château Calon-Ségur	99	1994	Château Pichon-Longueville Baron	693
1982	Château Canon	111	1995	Château Bouscaut	693
1982	Château Cheval Blanc	98	1995	Château Lafleur	284
1982	Château Cos d'Estournel	100	1995	Château La Lagune	31
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2009	Château Pichon-Longueville Baron	80	1999	Nuits-St-Georges 1er Cru Richemone Domaine A. Michelot	184
2009	Château Pichon-Longueville Baron	81	1999	Nuits-St-Georges 1er Cru St Georges Domaine H. Gouges	633
2009	Clos du Marquis	82	1999	Vosne-Romanée 1er Cru Malconsorts Domaine S. Cathiard	427
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1937	Château Climens	690	2005	Corton Les Renards Prince Florent de Mérode	187
WHITE BORDEAUX					

2005	Echézeaux Vincent Girardin	292	2012	Musigny Domaine Jacques Prieur	473
2005	Gevrey-Chambertin 1er Cru St Jacques Domaine A. Rousseau	435	2012	Nuits-St-Georges 1er Cru St Georges Louis Jadot	205
2005	Gevrey-Chambertin aux Echezeaux Domaine Fourrier	290	2012	Nuits-St-Georges Domaine S. Cathiard	203
2005	Griotte Chambertin Domaine René Leclerc	184	2012	Romanée-Saint-Vivant Domaine Hudelot-Noëllat	476
2005	La Grande Rue Domaine François Lamarche	436	2012	Vosne-Romanée 1er Cru Croix Rameau J. Cacheux	477
2005	Morey-St-Denis 1er Cru Loups Domaine des Lambrays	291	2012	Vosne-Romanée 1er Cru Gaudichots Roche de Bellene	479
2005	Romanée-Saint-Vivant Domaine J-J Confuron	438	2012	Vosne-Romanée 1er Cru Malconsorts Domaine Clos Frantin	478
2005	Romanée-St-Vivant Domaine Robert Arnoux	437	2013	Beaune 1er Cru Clos Ursules Héritiers Louis Jadot	256-258
2005	Volnay 1er Cru Gigotte Domaine Darviot-Perrin	188	2013	Bonnes-Mares Maison Roche de Bellene	228-236
2006	Beaune 1er Cru Aigrots Domaine Michel Lafarge	554	2013	Chambertin Clos de Bèze Domaine Louis Jadot	249,250
2006	Chambolle-Musigny Combe d'Orveaux Domaine J. Grivot	189	2013	Chambolle-Musigny 1er Cru Noirots Roche de Bellene	237
2006	Gevrey-Chambertin Domaine Fourrier	189	2013	Charmes-Chambertin, Auz Mazoyères Christophe Roumier	207
2006	Romanée-St-Vivant Domaine Robert Arnoux	442	2013	Clos de la Roche Maison Roche de Bellene	222-224
2006	Ruchottes-Chambertin Clos Ruchottes Domaine A. Rousseau	441	2013	Clos de Tart Mommessin	480,481
2006	Vosne Romanée 1er Cru Suchots Domaine J. Grivot	190	2013	Clos St Denis Maison Roche de Bellene	225-227
2007	Clos-Vougeot Domaine d'Eugénie	445	2013	Gevrey-Chambertin 1er Cru St Jacques Louis Jadot	251-254
2007	Echézeaux Loachausse Domaine Anne Gros	443,444	2013	Grands-Echézeaux Maison Roche de Bellene	238.239
2007	G-Chambertin 1er Cru Lavaux St Jacques Domaine Mortet	293	2013	Marsannay Clos du Roy Domaine Sylvain Pataille	636
2008	Chambertin Clos de Bèze Domaine A. Rousseau	446	2013	Nuits St Georges 1er Cru Boudots Gagey/Louis Jadot	255
2008	Clos de Vougeot Domaine François Lamarche	191	2014	Bourgogne Rouge Domaine S. Cathiard	209
2008	Ruchottes-Chambertin Clos Ruchottes Domaine A. Rousseau	447	2014	Echézeaux Domaine du Clos Frantin	259-262
2009	Charmes-Chambertin Très Vieilles Vignes Domaine J. Roty	448	2014	Vosne-Romanée 1er Cru Suchots Domaine S. Cathiard	208
2009	Clos de la Roche Domaine Ponsot	450	2015	Beaune 1er Cru Teurons Domaine Château de Meursault	211
2009	Clos-Vougeot Domaine d'Eugénie	452	2015	Chambolle-Musigny Domaine G. Roumier	210
2009	Mazoyères-Chambertin Domaine Dugat-Py	449	2015	Clos de Vougeot Domaine du Clos Frantin	263-268
2009	Morey-St-Denis 1er Cru Faconnières Lignier-Michelot	634	2015	Côte-de-Nuits Villages VV Domaine Charlopin-Tissier	636
2009	Musigny Domaine de la Vougeraie	451	2015	Volnay 1er Cru Clos Chênes Domaine Château de Meursault	211
2010	Chambertin Famille Trapet	453	2016	Aloxe-Corton 1er Cru Fournières Domaine Tollot-Beaut	212
2010	Chambertin-Clos-de-Bèze Bouchard Père & Fils	454	2016	Clos de Vougeot Domaine du Clos Frantin	272,273
2010	Clos de la Roche Domaine Armand Rousseau	455	2016	Corton-Bressandes Domaine Meuneveaux	635
2010	Clos Vougeot Oliver Bernstein	456	2016	Côte-de-Nuits Villages Domaine Charlopin-Tissier	636
2010	Clos-Vougeot Vieilles Vignes Château de la Tour	457	2016	Echézeaux Domaine du Clos Frantin	269-271
2010	Gevrey-Chambertin 1er Cru Perrières Perrot-Minot	290	2016	Marsannay Longeroies Domaine Charlopin-Tissier	636
2010	Le Chambertin Maison Ilan	635	2016	Morey-St-Denis 1er Cru Faconnières Lignier-Michelot	634
2010	Pommard 1er Cru Les Epenots Louis Jadot	702	2016	Morey-St-Denis Domaine Charlopin-Tissier	635
2010	Volnay 1er Cru Santenots Louis Jadot	702	2016	Nuits-St-Georges 1er Cru Clos Thorey François Feuillet	634
2011	Chambertin Henri Boillot	458	2017	Chambolle-Musigny 1er Cru Charmes Roche de Bellene	237
2011	Chambertin-Clos de Bèze Ouvrées Rodin Faiveley	459	2017	Chambolle-Musigny Domaine J-F Mugnier	213
2011	Chambolle-Musigny Domaine J-F Mugnier	194	2017	Clos de Vougeot Domaine du Clos Frantin	275-279
2011	Charmes-Chambertin Domaine A. Rousseau	460	2017	Morey-St-Denis 1er Cru Sorbè François Feuillet	634
2011	Charmes-Chambertin, Aux Mazoyères Christophe Roumier	192	2017	Romanée St Vivant Maison Roche de Bellene	240
2011	Clos St Denis Maison Roche de Bellene	219,220	2017	Vosne-Romanée 1er Cru Malconsorts Domaine S. Cathiard	214
2011	Morey-St-Denis Domaine Dujac	193	2017	Vosne-Romanée 1er Cru Malconsorts Roche de Bellene	241
2011	Musigny Cuvée VV Domaine Comte de Vogüé	462	2017	Vosne-Romanée 1er Cru Malconsorts Domaine Clos Frantin	274
2011	Musigny Joseph Drouhin	461	2018	Morey-St-Denis Domaine Charlopin-Tissier	635
2011	Nuits-St-Georges 1er Cru Thorey Domaine S. Cathiard	195	WHITE BURGUNDY		
2011	Nuits-St-Georges Domaine S. Cathiard	196	1993	Corton-Charlemagne Domaine Bonneau du Martray	695
2011	Vosne-Romanée 1er Cru Malconsorts Domaine de Montille	463	1994	Corton-Charlemagne Domaine Rollin	695
2012	Beaune 1er Cru Clos des Mouches Joseph Drouhin	206	1995	Corton-Charlemagne Domaine Louis Latour	695
2012	Chambertin Domaine Armand Rousseau	464	1998	Chassagne-Montrachet 1er Cru Morgeot VV V. Girardin	695
2012	Chambertin Olivier Bernstein	467	1999	Bourgogne Blanc Domaine Comte de Vogüé	425
2012	Chambertin-Clos de Bèze Domaine Drouhin-Laroze	468	1999	Chablis GC Bougros Côte Bouguerots Domaine W. Fèvre	695
2012	Chambertin-Clos de Bèze Maison Roche de Bellene	469	1999	Puligny-Montrachet 1er Cru Clavoillon Domaine Leflaive	695
2012	Chambolle-Musigny 1er Cru Joseph Drouhin	201	2000	Puligny-Montrachet Domaine Louis Carillon	695
2012	Chambolle-Musigny 1er Cru Amoureuses J. Drouhin	475	2005	Corton-Charlemagne Domaine Bonneau du Martray	482
2012	Chambolle-Musigny 1er Cru Fuées Domaine Louis Jadot	246-248	2006	C-Montrachet 1er Cru Morgeot Fairendes VV Jouard	698
2012	Clos de la Roche Domaine Louis Jadot	197-200,242-245	2007	Meursault 1er Cru Gouttes d'Or Domaine d'Auvenay	483
2012	Clos de la Roche Domaine Ponsot	470,471	2008	Chassagne-Montrachet 1er Cru Embrazées Leroy	486
2012	Clos de Tart Mommessin	472	2008	Montrachet Domaine de la Romanée-Conti	484
2012	Clos de Vougeot Joseph Drouhin	204	2008	Montrachet Marquis de Laguiche/Joseph Drouhin	485
2012	Clos St Denis Maison Roche de Bellene	221	2009	Chablis GC Clos Domaine R. & V. Dauvissat	487
2012	Corton-Grèves Louis Jadot	205	2009	Puligny-Montrachet 1er Cru Garenne Duc Magenta/Jadot	555
2012	La Tâche Domaine de la Romanée-Conti	202	2010	Bâtard-Montrachet Domaine Leflaive	295
2012	Mazy-Chambertin Domaine Armand Rousseau	465,466			
2012	Musigny Cuvée VV Domaine Comte de Vogüé	474			

2010	Beaune 1er Cru Clos des Mouches Joseph Drouhin	294	1999	Côte-Rôtie La Landonne E. Guigal	510
2010	Bienvvenues-Bâtard-Montrachet Etienne Sauzet	296	1999	Côte-Rôtie La Turque E. Guigal	511
2010	Chablis GC Les Clos Domaine Laroche	488	2001	Châteauneuf-du-Pape Réserve Vieille Julienne	512
2010	Chablis GC Valmur Domaine François Raveneau	489	2001	Hermitage Les Bessards Delas	575
2010	Chassagne-Montrachet 1er Cru Maltroie Domaine Moreau	299	2002	Châteauneuf-du-Pape Clos des Papes	576
2010	Chassagne-Montrachet 1er Cru Maltroie Colin-Morey	301	2003	Châteauneuf-du-Pape Château de Beaucastel	696
2010	Chassagne-Montrachet 1er Cru Baudines Colin-Morey	300,556	2003	Côte-Rôtie La Landonne Delas	575
2010	Chassagne-Montrachet 1er Cru Vides Bourses Colin-Morey	557	2003	Côte-Rôtie La Turque E. Guigal	513
2010	Chevalier-Montrachet Etienne Sauzet	297	2004	Châteauneuf-du-Pape J. Perrin Château de Beaucastel	311
2010	Chevalier-Montrachet Cabotte Bouchard Père & Fils	490	2005	Châteauneuf-du-Pape Clos des Papes	577
2010	Meursault Les Narvaux P-Y Colin-Morey	302	2005	Châteauneuf-du-Pape J. Perrin Château de Beaucastel	311,312
2010	Puligny-Montrachet 1er Cru Champ-Canet E. Sauzet	298	2005	Châteauneuf-du-Pape Réserve Favier Domaine St Préfert	578
2010	Santenay Blanc Les Hâtes René Lequin-Colin	698	2005	Châteauneuf-du-Pape Réserve Vieille Julienne	514
2011	Corton-Charlemagne Henri Boillot	491	2006	Côte-Rôtie La Mouline E. Guigal	579
2011	Puligny-Montrachet 1er Cru Champs Gains Colin-Morey	558	2006	Côte-Rôtie La Turque E. Guigal	580
2012	Bâtard-Montrachet Louis Jadot	559	2006	Ermitage Le Pavillon M. Chapoutier	638
2012	Chablis 1er Cru Montée de Tonnerre Domaine Raveneau	492	2007	Châteauneuf-du-Pape Château Rayas	515
2012	Criots-Bâtard-Montrachet Louis Jadot	560	2007	Châteauneuf-du-Pape Chapuin	318
2012	Montrachet Domaine Ramonet	493	2007	Châteauneuf-du-Pape Chapuin Domaine de la Janasse	318
2012	Puligny-Montrachet 1er Cru Champs Gains Colin-Morey	303	2007	Châteauneuf-du-Pape C. Giraud Domaine St Préfert	516
2013	Chablis 1er Cru Montée de Tonnerre Domaine Raveneau	561	2007	Châteauneuf-du-Pape Cuvée XXL Domaine de la Janasse	315
2013	Chassagne-Montrachet 1er Cru Maltroie Domaine B. Moreau	307	2007	Châteauneuf-du-Pape La Réserve Clos du Caillou	578
2013	Chevalier-Montrachet Domaine Heitz-Lochardet	304	2007	Châteauneuf-du-Pape Cailloux Lucien & André Brunel	582
2013	Chevalier-Montrachet Demoiselles Héritiers Louis Jadot	563-569	2007	Châteauneuf-du-Pape VV Domaine de Villeneuve	583
2013	Corton-Charlemagne Domaine Héritiers Louis Jadot	562	2007	Châteauneuf-du-Pape Réserve Célestins Henri Bonneau	314
2013	Puligny-Montrachet 1er Cru Mouchère Domaine Boillot	305.306	2007	Châteauneuf-du-Pape VV Domaine de la Janasse	316,317
2013	Puligny-Montrachet 1er Cru Combettes Domaine Carillon	494	2007	Côte-Rôtie La Turque E. Guigal	581
2013	Puligny-Montrachet 1er Cru Folatières Héritiers Jadot	495	2007	Hermitage ex Voto E. Guigal	313
2013	Puligny-Montrachet Domaine Leflaive	303	2008	Hermitage Blanc Domaine Jean-Louis Chave	319
2014	Bâtard-Montrachet Colin-Morey	498	2009	Châteauneuf-du-Pape Deus ex Machina Clos St Jean	321
2014	Chablis GC Bougros Côte Bouguerots Domaine W. Fèvre	496	2009	Châteauneuf-du-Pape J. Perrin Château de Beaucastel	320
2014	Meursault 1er Cru Perrières Domaine Matrot	497	2009	Hermitage Domaine J-L Chave	584
2014	Puligny-Montrachet 1er Cru Champ-Canet E. Sauzet	298	2009	Hermitage La Chapelle Paul Jaboulet Aîné	517,518
2014	Puligny-Montrachet 1er Cru Clavoillon Domaine Leflaive	308	2010	Châteauneuf-du-Pape Barbe-Rac M. Chapoutier	592
2014	Puligny-Montrachet 1er Cru H. de Blagny M. de Chérisey	570	2010	Châteauneuf-du-Pape Château de Beaucastel	594
2014	Saint-Aubin 1er Cru Murgers Dents de Chien Ramonet	637	2010	Châteauneuf-du-Pape Croix de Bois M. Chapoutier	593
2015	Chablis GC Bougros Côte Bouguerots Domaine W. Fèvre	499	2010	Châteauneuf-du-Pape Deus ex Machina Clos St Jean	325
2015	C-Montrachet 1er Cru Morgeot Marquis de Laguiche/Drouhin	307	2010	Châteauneuf-du-Pape Domaine du Vieux Télégraphe	595
2015	Meursault 1er Cru Charmes-Dessus Château de Meursault	211	2010	Châteauneuf-du-Pape J. Perrin Château de Beaucastel	324
2015	St-Aubin La Fontenotte Domaine Marc Colin	571	2010	Châteauneuf-du-Pape Réserve Auguste Favier	639
2016	Chablis 1er Cru Butteaux Domaine François Raveneau	572	2010	Condrieu Coteau de Chéry M. Chapoutier	585
2016	Chablis GC Clos des Hospices Domaine C. Moreau	637	2010	Cornas Champelrose Domaine Courbis	322
2016	Mâcon-Pierreclos Juliette & V. de Chavigne Guffens-Heynen	495	2010	Cornas Les Vieilles Fontaines Alain Voge	523
2016	Meursault 1er Cru Charmes Domaine Ballot-Millot	637	2010	Cornas Les Vieilles Vignes Alain Voge	323
2016	Meursault 1er Cru Clos Bouchères Domaine Roulot	573	2010	Côte-Rôtie La Mordorée M. Chapoutier	586,587
2016	Meursault 1er Cru Perrières Domaine Ballot-Millot	637	2010	Côtes du Rhone Coudoulet de Beaucastel	322
2016	Montrachet Domaine Jacques Prieur	500	2010	Côtes du Rhone Coudoulet de Beaucastel	320
2016	Rully Blanc 1er Cru Molesme Jean-Baptiste Ponsot	701	2010	Crozes-Hermitage Les Varonnières M. Chapoutier	589
2017	Chablis 1er Cru Séchet Domaine Samuel Billaud	503	2010	Ermitage Les Greffieux M. Chapoutier	588
2017	Chablis 1er Cru Vaulorent Domaine W. Fèvre	503	2010	Hermitage Domaine Jean-Louis Chave	519
2017	Chablis GC Les Clos Domaine W. Fèvre	501	2010	Hermitage ex Voto E. Guigal	522
2017	Chablis GC Les Preuses Domaine W. Fèvre	502	2010	Hermitage. Les Bessards Délas Frères	520,521
2018	Chablis GC Les Clos Domaine W. Fèvre	501	2010	St Joseph Les Granits Blanc M. Chapoutier	591
			2010	St Joseph Les Granits M. Chapoutier	590
			2011	Côtes du Rhône Coudoulet de Beaucastel	322
			2011	Saint-Joseph M. & S. Ogier	701
1961	Hermitage M. Chapoutier	574	2012	Châteauneuf-du-Pape Barbe-Rac M. Chapoutier	592
1983	Châteauneuf-du-Pape Château de Beaucastel	505	2012	Châteauneuf-du-Pape Croix de Bois M. Chapoutier	593
1983	Hermitage La Chapelle Paul Jaboulet Aîné	504	2012	Châteauneuf-du-Pape Prestige Domaine Roger Sabon	599
1985	Hermitage La Chapelle Paul Jaboulet Aîné	694	2012	Châteauneuf-du-Pape VV Domaine Charbonnière	598
1988	Côte-Rôtie La Turque E. Guigal	506	2012	Châteauneuf-du-Pape Sanctus Sanctorum Clos St Jean	524
1990	Côte-Rôtie La Landonne E. Guigal	507	2012	Condrieu La Doriane E. Guigal	525
1994	Coudoulet de Beaucastel Blanc	695	2012	Crozes-Hermitage Varonnières M. Chapoutier	624
1998	Châteauneuf-du-Pape J. Perrin Château de Beaucastel	508	2012	Ermitage Blanc Le Méal M. Chapoutier	597
1999	Côte-Rôtie Côte Blonde R. Rostaing	509	2012	Ermitage Rouge Le Méal M. Chapoutier	596

RHÔNE

2013	Châteauneuf-du-Pape Barbe-Rac M. Chapoutier	605	1996	Château Tirecul La Gravière Cuvée Madame	623
2013	Châteauneuf-du-Pape Croix de Bois M. Chapoutier	605	1996	Riesling Zinnkoepfle Seppi Landmann	619
2013	Côtes du Roussillon Villages VIT M. Chapoutier	605	1996	Tokay Pinot Gris SGN Capucins Domaine Weinbach	618
2013	Crozes-Hermitage Varonniers M. Chapoutier	603	1996	Tokay Pinot Gris SGN Seppi Landmann	619
2013	Ermitage Le Pavillon M. Chapoutier	602	1997	Riesling Cuvée Frédéric Emile F.E. Trimbach	696
2013	Ermitage Rouge Le Méal M. Chapoutier	601	1998	Gewurztraminer VT Zinnkoepfle Seppi Landmann	619
2013	Ermitage Rouge L'Ermite M. Chapoutier	600	2000	Gewurztraminer VT Vallée Noble Seppi Landmann	619
2013	St Joseph Les Clos M. Chapoutier	604	2000	Pinot Gris d'Alsace Cuvée Jeanne F.E. Trimbach	620
2014	Châteauneuf-du-Pape Barbe-Rac M. Chapoutier	610	2000	Tokay PG VT Bollenberg Vallée Noble Seppi Landmann	619
2014	C-du-Pape Blanc Spéciale Vieilles Clairettes St Préfert	640	2001	Riesling d'Alsace Cuvée Frédéric Emile F.E. Trimbach	620
2014	Châteauneuf-du-Pape Croix de Bois M. Chapoutier	610	2005	Gewurztraminer Heimbouurg Turckheim Zind-Humbrecht	616
2014	Crozes-Hermitage Varonniers M. Chapoutier	603	2005	Pinot Gris Zinnkoepfle Seppi Landmann	619
2014	Ermitage Blanc Le Méal M. Chapoutier	608	2005	Riesling Vendange Tardive Zinnkoepfle Seppi Landmann	619
2014	Ermitage Blanc L'Orée M. Chapoutier	609	2005	Riesling Zinnkoepfle Seppi Landmann	619
2014	Ermitage Le Pavillon M. Chapoutier	607	2006	Côtes du Roussillon Villages Muntada Domaine Gauby	643
2014	Ermitage Rouge Le Méal M. Chapoutier	601	2007	Gewurztraminer Zinnkoepfle Seppi Landmann	619
2014	Ermitage Rouge L'Ermite M. Chapoutier	606	2007	Riesling Cuvée Frédéric Emile F.E. Trimbach	631
2014	St Joseph Les Clos M. Chapoutier	604	2008	PG Altenbourg Quintessence SGN Domaine Weinbach	309
2015	Châteauneuf-du-Pape Blanc Clos des Papes	640	2009	Vouvray Moelleux Cuvée Constance Domaine Huet	310
2015	Châteauneuf-du-Pape Clos des Papes	641	2010	Côtes du Roussillon Villages VIT M. Chapoutier	624
2015	Châteauneuf-du-Pape Croix de Bois M. Chapoutier	613	2012	Côtes du Roussillon Villages VIT M. Chapoutier	624
2015	Châteauneuf-du-Pape Réserve A. Favier St Préfert	639	2012	VdP Collines Rhodaniennes Rosine M & S Ogier	643
2015	Crozes-Hermitage Les Varonniers M. Chapoutier	612,613	2013	C. du Roussillon V. Lesquerde RI Bila-Haut/Chapoutier	625
2015	Ermitage Rouge Le Pavillon M. Chapoutier	611	2014	C. du Roussillon V. Latour de France Bila-Haut/Chapoutier	625
2015	St Joseph Le Clos M. Chapoutier	613	2014	C. du Roussillon V. Lesquerde RI Bila-Haut/Chapoutier	625
2016	Châteauneuf-du-Pape Domaine Vieux Télégraphe	595	2014	Gewurz. Capucins Cuvée Laurence Domaine Weinbach	618
2016	Condrieu Vernon Domaine Julien Pilon	642	2014	Riesling Lieu-dit "Berg" M. Chapoutier	621
2016	Crozes-Hermitage Les Varonniers M. Chapoutier	696	2014	Riesling Lieu-dit "Buehl" M. Chapoutier	621
2017	Châteauneuf-du-Pape Blanc Clos des Papes	640	2014	Riesling Lieu-dit "Fels" M. Chapoutier	621
2017	Châteauneuf-du-Pape Château de Beaucastel	641	2014	Saumur Arboises Domaine Guiberteau	644
2017	C-du-Pape Colombis Domaine I. Ferrando/St Préfert	641	2015	Collioure Blanc Chrysopée Bila-Haut/Chapoutier	621
2017	Châteauneuf-du-Pape Réserve Clos du Caillou	641	2015	Collioure Blanc Chrysopée M. Chapoutier	625
2017	Condrieu Coteau de Vernon Domaine G. Vernay	642	2015	C. du Roussillon V. Latour de France Bila-Haut/Chapoutier	612
2017	Condrieu Lone Domaine Julien Pilon	642	2015	C. du Roussillon V. Lesquerde RI Bila-Haut/Chapoutier	612
2017	Côte-Rôtie La Landonne René Rostaing	651	2015	Moulin-à-Vent La Rochelle J-P Brun/Terres Dorées	636
2017	Hermitage Blanc Prisme Domaine Julien Pilon	642	2015	Riesling "Berg" Domaine Schieferkopf/Chapoutier	622
2018	Condrieu Lone Domaine Julien Pilon	642	2015	Riesling "Buehl" Domaine Schieferkopf/Chapoutier	622
			2015	Riesling "Fels" Domaine Schieferkopf/Chapoutier	622
			2015	Saumur Blanc L'Insolite Domaine Roches-Neuves	644
			2015	Saumur-Champigny Franc de Pied Roches-Neuves	644
			2016	Bandol Domaine Gros' Noré	643
			2016	Collioure Blanc Chrysopée Bila-Haut/M. Chapoutier	622
			2016	Moulin-à-Vent Plantiers de Favre Domaine Boillot	636
			2016	Riesling GC Brand Domaine Zind-Humbrecht	631
			2016	Saumur Blanc Clos Romans Roches-Neuves	644
			2016	Sancerre La Côte Domaine Gérard Boulay	645
			2016	VdP des Côtes Catalanes Blanc Le Soula	631
			2017	Sancerre La Grande Côte François Cotat	645
			2017	Sancerre Les Monts Damnés François Cotat	645
			2017	Sancerre Les Monts Damnés Rosé François Cotat	645
			2017	Saumur Blanc Clos L'Echelier Roches-Neuves	644
			2017	Saumur Blanc L'Insolite Domaine Roches-Neuves	644
			2019	VdF Maquerelle Syrah J-F Malsert L'Iserand	643

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1969	Vouvray Clos Bourg Moelleux 1ère Trie Huet	614	2016	Bandol Domaine Gros' Noré	643
1976	Gewurztraminer VT SGN Hugel	615	2016	Collioure Blanc Chrysopée Bila-Haut/M. Chapoutier	622
1986	Gewurz. SGN Heimbouurg Turckheim Zind-Humbrecht	616	2016	Moulin-à-Vent Plantiers de Favre Domaine Boillot	636
1986	Gewurztraminer SGN Hugel	615	2016	Riesling GC Brand Domaine Zind-Humbrecht	631
1986	Tokay PG SGN Rotenberg Wintzenheim Zind-Humbrecht	617	2016	Saumur Blanc Clos Romans Roches-Neuves	644
1988	Riesling SGN Clos Capucins Domaine Weinbach	618	2016	Sancerre La Côte Domaine Gérard Boulay	645
1989	Pinot Gris SGN Hors Choix Trimbach	615	2016	VdP des Côtes Catalanes Blanc Le Soula	631
1989	Riesling VT Wiebelsberg M. Kreydenweiss	615	2017	Sancerre La Grande Côte François Cotat	645
1989	Tokay Pinot Gris SGN Hengst Josmeyer	615	2017	Sancerre Les Monts Damnés François Cotat	645
1989	Tokay Pinot Gris VT SGN Hugel	615	2017	Sancerre Les Monts Damnés Rosé François Cotat	645
1990	Gewurztraminer VT Zinnkoepfle Seppi Landmann	619	2017	Saumur Blanc Clos L'Echelier Roches-Neuves	644
1990	Riesling SGN Capucins Domaine Weinbach	618	2017	Saumur Blanc L'Insolite Domaine Roches-Neuves	644
1990	Riesling VT Wiebelsberg M. Kreydenweiss	615	2019	VdF Maquerelle Syrah J-F Malsert L'Iserand	643
1991	Tokay PG SGN Jebsal Turckheim Zind-Humbrecht	616,617			
1991	Tokay PG SGN St Urbain R. de Thann Zind-Humbrecht	616			
1991	Tokay PG SGN Heimbouurg Turckheim Zind-Humbrecht	616			
1991	Tokay PG SGN Rotenberg Wintzenheim Zind-Humbrecht	617			
1994	PG SGN Trie Spéciale Jebsal Turckheim Zind-Humbrecht	616,617			
1994	Tokay Pinot Gris VT Moenchberg M. Kreydenweiss	615			
1995	Muscat VT Herrenweg de Turckheim Zind-Humbrecht	617			
1995	Pinot Blanc Domaines Schlumberger	690			
1995	Pinot Gris SGN Jebsal Turckheim Zind-Humbrecht	617			
1995	Riesling VT Capucins Domaine Weinbach	618			
1995	Riesling Zinnkoepfle Seppi Landmann	619			
1995	Tokay Pinot Gris Meyer-Fonné	690			

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1985	Sassicaia	528,529
1989	Barbaresco Gaja	660
1989	Barolo Sperss Gaja	661
1996	Solengo	534
1996	Langhe Conteisa Gaja	662
1996	Tignanello	663
1998	Barolo Vigne Luciano Sandrone	663
1998	Sassicaia	530,531
2001	Barolo Monprivato Giuseppe Mascarello	326

2001	Carnasciale Il Caberlot	664	1991	Rioja Bosconia GR Lopez de Heredia	668
2004	Barolo Vigna d'la Roul Rocche dei Manzoni	327	1991	Rioja Tondonia GR Blanco Lopez de Heredia	669
2004	Santini Poggio Al Moro	665	1994	Rioja Tondonia GR Lopez de Heredia	670
2004	Sassicaia	532	1998	Kracher G. Cuvée 10 TBA N. Vague Chardonnay	654
2005	Barolo Ciabot Mentin Ginestra D. Clerico	328	1998	Kracher G. Cuvée 12 TBA Z. den Seen Scheurebe	654
2006	Brunello di Montalcino Pian dell'Orino	646	2000	Rioja Tondonia GR Rosado Lopez de Heredia	671
2007	Barolo Cannubi Paolo Scavino	647	2001	Rioja Tondonia GR Lopez de Heredia	537
2007	Brunello di Montalcino Pian dell'Orino	329	2002	Vega-Sicilia Unico	672
2007	Isole e Olena Cepparello	648	2004	Museum Real Reserva	698
2008	Barolo Pie Rupestris Cappellano	330	2005	Rioja Amancio	673
2009	Barolo Vigna Lazzariasco Guido Porro	647	2005	Rioja Gran Reserva 904 La Rioja Alta	334
2010	Barbera Riserva Pozzo dell'Annunziato Voerzio	327	2006	Honivogl G. Veltliner Smaragd F. Hirtzberger	655
2010	Barolo Cerretta Giacomo Conterno	527	2006	Im Weingebirge GV Federspiel Nikolaihof/Saahs	655
2010	Barolo Conteisa Gaja	331	2006	Vega-Sicilia Alión	674
2010	Barolo Sperss Gaja	332	2007	Vega-Sicilia Pintia	674
2010	Brunello di Montalcino Mastrojanni	646	2009	Nyetimber 1086	412
2010	Chianti Classico Poggio Teo	666	2009	Quinta do Ribeirinho Pe Franco Luis Pato	538
2010	Langhe Seifile Nada Fierenzo	649	2010	Rioja Blanco B de Basilio Izquierdo	678
2010	Sassicaia	533	2010	Rioja Pagos Viejos Artadi	676
2012	Barolo Cascina Dardi Riserva Fantino	647	2010	Rioja Viña El Pison Artadi	677
2012	Chianti Classico Poggio Teo Valiano	666	2011	Chryseia Prats & Symington	539,549
2012	Langhe Seifile Nada Fierenzo	649	2011	Quinta do Crasto Vinha Maria Teresa	540
2013	Barbaresco Gaja	333	2011	Rioja Blanco B de Basilio Izquierdo	678
2013	Barolo Cannubi Paolo Scavino	647	2012	Rioja Roda 1 Reserva Bodegas Roda	651
2013	Caiarossa	648	2012	Yecla Solanera Viñas Viejas Bodegas Castano	678
2013	C. Classico Riserva Beradenga Rancia Felsina	665	2013	Dürnsteiner Kellerberg GV Smaragd F.X. Pichler	656
2013	Flaccianello	667	2013	Ried Lamm 1 ÖTW GV Schloss Gobelsburg	656
2013	Scipio Sette Cieli	648	2013	Weissenkiechner Buschenberg Riesling V-Malberg	657
2014	Barolo Vigne Luciano Sandrone	650	2015	In der Wand Riesling Pichler-Krutzler	657
2015	Brunello di Montalcino Le Potazinne	646	2015	Kellerberg Grüner Veltliner Pichler-Krutzler	656
2015	Isole e Olena Cepparello	648	2015	Rothenberg Riesling Reserve Pichler-Krutzler	657
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2016	Barbaresco Montefico Bric Mentina Ca'Nova	649	2017	Pfaffenberg Alte Reben Riesling Pichler-Krutzler	657
2016	Castello di Ama L'Apparita	535	NV	Vega-Sicilia Reserva Especial 2011 Release	675
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GERMANY

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2002	Graacher Himmelreich Riesling Spätlese F-W-Gymnasium	628	1976	Mayacamas Cabernet Sauvignon	139
2002	Schloss Johannisberger Riesling Kabinett F. von Metternich	628	1977	Mayacamas Cabernet Sauvignon	140
2002	Schloss Johannisberger Riesling Spätlese F. von Metternich	628	1978	Mayacamas Cabernet Sauvignon	141
2005	Schlossböckelheimer Kupfergrube Riesling Spätlese Dönnhoff	652	1985	Ridge Vineyards Estate Cabernet Sauvignon	142
2009	Maximin Grünhäuser Abtsberg Riesling Spätlese von Schubert	653	1985	Silver Oak Cellars Cabernet Sauvignon	143
2009	Wehlener Sonnenuhr Riesling Auslese J. J. Prüm	653	1986	Heitz Cellar Martha's Vineyard Cabernet Sauvignon	144
2009	Wehlener Sonnenuhr Riesling Kabinett J. J. Prüm	653	1987	Caymus Vineyards Special S. Cabernet Sauvignon	145
2009	Wehlener Sonnenuhr Riesling Spätlese J. J. Prüm	653	1988	Caymus Vineyards Special S. Cabernet Sauvignon	146
2009	W. Brunnenhauschen Abtserde Riesling Trocken GG Keller	626	1989	Beaulieu Georges de Latour PR Cabernet Sauvignon	147
2009	Westhofener Morstein Riesling GG Keller	627	1989	Beringer Private Reserve Cabernet Sauvignon	148
2011	Oberhäuser Brücke Riesling Spätlese Dönnhoff	652	1990	Caymus Special Selection Cabernet Sauvignon	149
2017	Felsenberg Riesling GG Dönnhoff	652	1990	Dominus	150
			1990	Robert Mondavi Reserve Cabernet Sauvignon	151
			1991	Caymus Vineyards Special S. Cabernet Sauvignon	154,155
			1991	Diamond Creek Volcanic Hill Cabernet Sauvignon	153
			1991	Leonetti Cabernet Sauvignon	152
			1992	Caymus Vineyards Special S. Cabernet Sauvignon	156-160
			1994	Caymus Vineyards Special S. Cabernet Sauvignon	161
			1997	Cardinale Estate	685
			1998	Pahlmeyer Proprietary	686
			1999	Dominus	693
			2000	Spottswode Family Estate Cabernet Sauvignon	162
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			2010	Philip Togni Vineyard Cabernet Sauvignon	547
			2010	Sine Qua Non Stockholm Syndrome Syrah/Grenache	546
			2012	Ridge Geyserville Zinfandel	651

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1923	Kuchuk-Uzen Madeira Massandra	170			
1923	Red Port Massandra	171			
1935	Gurzuf Muscat Rosé Massandra	172			
1938	Red Port Massandra	173			
1945	Crimea Pedro Ximenez Massandra	175			
1945	Red Port Massandra	176			
1945	South Coast White Muscat Massandra	174			
1946	Toro Albala Don PX Seleccion	549			

2014	Opus One	692	1963	Fonseca	694
2015	Screaming Eagle	687	1963	Graham	721
2015	Screaming Eagle The Flight	688	1963	Quinta do Noval Nacional	550,551
2016	Eisele Estate Cabernet Sauvignon	548	1963	Taylor	694
			1963	Warre	720

OTHER US

2013	Brick House Dijonnais Ribbon Ridge Pinot Noir	659	1966	Fonseca	722
2014	Shea Wine Cellars Homer Pinot Noir	659	1966	Taylor	722
2015	Trisaetum Wichmann Dundee Estate Pinot Noir	659	1966	Warre	721
2016	J.K. Carriere St Dolores Estate Pinot Noir	659	1970	Dow	723,724
			1970	Fonseca	725

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1990	Henschke Mount Edelstone Shiraz	679	1970	Graham	726
1993	Penfolds St Henri Shiraz	680	1970	Taylor	552,727
1994	Penfolds Bin 389 Cabernet Sauvignon/Shiraz	681	1970	Warre	721
1995	D'Arenberg Coppermine Road Cabernet Sauvignon	682	1975	Taylor	726
1997	Peter Lehmann Stonewell Shiraz	682	1977	Dow	694
1997	Wynns John Riddoch Cabernet Sauvignon	682	1977	Graham	728
2001	Penfolds Magill Estate Shiraz	682	1985	Churchill	729-731
2002	Noon Eclipse	541	1985	Royal Oporto	718
2009	Henschke Mount Edelstone Shiraz	542	1987	Royal Oporto	718
2014	Domaine Terlato & Chapoutier L Block Shiraz	683	1992	Fonseca	734
2014	Domaine Tournon/Chapoutier Lady's Lane Shiraz	683	1992	Taylor	732,733
2014	Leeuwin Estate Art Series Chardonnay	543	1994	Fonseca	734
2015	Domaine Terlato & Chapoutier L Block Shiraz	684	1997	Quinta do Noval	553
2015	Domaine Terlato & Chapoutier Saddleback Shiraz	684	NV	Burmester 20 YO Tawny	718
2015	Domaine Tournon/Chapoutier Lady's Lane Shiraz	684	NV	Kopke 10 YO	718
2016	Leeuwin Estate Art Series Chardonnay	544	NV	Quinta do Noval 10 YO Tawny	718
			NV	J&B Director's Reserve	718

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1995	Zapata Catena Alta Cabernet Sauvignon	689	1955	Hine Grande Champagne Cognac	735,736
2013	Erazuriz Seña	689	1961	Francis Darroze Bas Armagnac	690
2014	Kumeu River Hunting Hill Chardonnay	545	1976	Jean Cave Bas Armagnac	697
2015	Escarpment Kupe Pinot Noir	659			
2015	Kumeu River Hunting Hill Chardonnay	545			
2016	Escarpment Te Rehua Pinot Noir	659			
2016	Escarpment Te Rehua Pinot Noir	479			
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1845	Cossart Gordon Centenary Solera Bual	713
1862	D'Oliveira's Sercial	704,705
1875	D'Oliveira's Malvasia	708,709
1875	D'Oliveira's Moscatel	710,711
1875	D'Oliveira's Sercial	707
1875	D'Oliveira's Sercial	706
1898	Henriques & Henriques Sercial Solera	713
1900	Cossart Gordon Moscatel	712
1907	D'Oliveira's Malvasia Reserva	699
1954	Cossart Gordon Malmsey	714
1958	D'Oliveiras Reserva Boal	715

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1927	Cockburn	716
1927	Croft	717
1935	Delaforce	718
1945	Taylor	719
1955	Sandeman	691
1963	Dow	720

ARMAGNAC & COGNAC

1955	Hine Grande Champagne Cognac	735,736
1961	Francis Darroze Bas Armagnac	690
1976	Jean Cave Bas Armagnac	697

Bonhams

AUCTIONEERS SINCE 1793

International Auction Calendar 2021

FINE AND RARE WINES

Friday 21 May	Hong Kong
Thursday 8 July	London
Friday 20 August	Hong Kong
Thursday 30 September	London
Friday 19 November	Hong Kong
Thursday 25 November	Paris
Thursday 9 December	London

WHISKY

Wednesday 1 June	Edinburgh
Wednesday 21 September	Edinburgh
Wednesday 7 December	Edinburgh

ENQUIRIES

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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 *Buyer* of the *Lot*). For ease of reference we refer to such persons as “*Bidders*” or “you”. Our List of Definitions and Glossary is incorporated into this *Notice to Bidders*. It is at Appendix 3 at the back of the *Catalogue*. Where words and phrases are used in this notice which are in the List of Definitions, they are printed in italics. IMPORTANT: Additional information applicable to the *Sale* may be set out in the *Catalogue* for the *Sale*, in an insert in the *Catalogue* and/or in a notice displayed at the *Sale* venue and you should read them as well. Announcements affecting the *Sale* may also be given out orally before and during the *Sale* without prior written notice. You should be alert to the possibility of changes and ask in advance of bidding if there have been any.

1. OUR ROLE

In its role as *Auctioneer* of *Lots*, *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 *Bidder*. *Bonhams* does not act for *Buyers* or *Bidders* in this role and does not give advice to *Buyers* or *Bidders*. When it or its staff make 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 its agent on its behalf and, save where we expressly make it clear to the contrary, *Bonhams* acts only as agent for the *Seller*. Any statement or representation we make in respect of 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 announcement to that effect will be made by the *Auctioneer*, or it will be stated in a notice at the *Sale* or an insert in the *Catalogue*.

Bonhams does not owe or undertake or agree to any duty or responsibility to you in contract or tort (whether direct, collateral, express, implied or otherwise). If you successfully bid for a *Lot* and buy it, at that stage *Bonhams* does enter into an agreement with you as the *Buyer*. The terms of that contract are set out in our *Buyer’s Agreement*, which you will find at Appendix 2 at the back of the *Catalogue*, and this will govern *Bonhams’* relationship with the *Buyer*.

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

In most cases, an *Estimate* is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams’* opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; 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 Reports

In respect of most *Lots*, you may ask *Bonhams* for a *Condition Report* on the *Lot’s* general physical condition. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. As this is offered additionally and without charge, *Bonhams* is not entering into a contract with you in respect of the *Condition Report* and accordingly does not assume responsibility to you in respect of it. The *Condition Report* represents *Bonhams’* reasonable opinion as to the *Lot’s* general condition in the terms stated in the particular report, and *Bonhams* does not represent or guarantee that a *Condition Report* includes all aspects of the internal or external condition of the *Lot*. Neither does the *Seller* owe or agree to owe you as a *Bidder* or *Buyer* any obligation or duty in respect of 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 agree to make any representation of fact or contractual promise, *Guarantee* or warranty and undertakes no obligation or duty, whether in contract or in tort (other than to the eventual *Buyer* as set out above), in respect of the accuracy or completeness of any statement or representation made by him or on his behalf, which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. Other than as set out above, no statement or representation in any way descriptive of a *Lot* or any *Estimate* is incorporated into any *Contract for Sale* between a *Seller* and a *Buyer*.

Bonhams’ responsibility to you

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

Bonhams undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each *Lot* to establish the accuracy or otherwise of any *Descriptions* or opinions given by *Bonhams*, or by any person on *Bonhams’* behalf, whether in the *Catalogue* or elsewhere. You should not suppose that such examinations, investigations or tests have occurred.

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

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

solving any disputes which may arise in relation to bids made at the *Sale*. At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

You must complete and deliver to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form* in order to bid at our *Sales*.

If you are a new client at *Bonhams* or have not recently updated your registration details with us, you must pre-register to bid at least two working days before the *Sale* at which you wish to bid. You will be required to provide government-issued proof of identity and residence, and if you are a company, your certificate of incorporation or equivalent documentation with your name and registered address, government issued proof of your current address, documentary proof of your beneficial owners and directors, and proof of authority to transact. We may also request a financial reference and/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 in breach of your warranties as *Buyer*, or if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams* or be detrimental to *Bonhams’* reputation.

Bidding in person

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

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

Bidding through an agent

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

details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

You are specifically referred to your due diligence requirements concerning your principal and their source of funds, and the warranties you give in the event you are the Buyer, which are contained in paragraph 3 of the Buyer's Agreement, set out at Appendix 2 at the back of the Catalogue.

Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact) will be jointly and severally liable with the principal to the *Seller* and to *Bonhams* under any contract resulting from the acceptance of a bid. Equally, please let us know if you intend to nominate another person to bid on your behalf at the Sale unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the Sale, we are entitled to assume that the person bidding 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 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.

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

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

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

Under the *Buyer's Agreement*, a premium (the *Buyer's Premium*) is payable to us by the *Buyer* in accordance with the terms of the *Buyer's Agreement* and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it.

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

22% of the *Hammer Price*

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

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

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

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

<i>Hammer Price</i>	Percentage amount
From £0 to £50,000	4%
From £50,000.01 to £200,000	3%
From £200,000.01 to £350,000	1%
From £350,000.01 to £500,000	0.5%
Exceeding £500,000	0.25%

8. VAT

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

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

- † VAT at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω VAT on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- * VAT on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*
- G Gold bullion exempt from VAT on the *Hammer Price* and subject to VAT at the prevailing rate on the *Buyer's Premium*
- Zero rated for VAT, no VAT will be added to the *Hammer Price* or the *Buyer's Premium*
- α *Buyers* from within the EU: VAT is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*). *Buyers* from outside the EU: VAT is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a *Buyer*, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise *Bonhams* immediately.

In all other instances no VAT will be charged on the *Hammer Price*, but VAT at the prevailing rate will be added to *Buyer's Premium* which will be invoiced on a VAT inclusive basis.

9. PAYMENT

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

Bonhams' preferred payment method is by bank transfer.

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

Bank: National Westminster Bank Plc
Address: PO Box 4RY
250 Regent Street
London W1A 4RY
Account Name: Bonhams 1793 Limited
Account Number: 25563009
Sort Code: 56-00-27
IBAN 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 sterling amount payable, as set out on the invoice.

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

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

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

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

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

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

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

Note: only one debit or credit card may be used for payment of an account balance. If you have any questions with regards to card payments, please contact our Customer Services Department. We reserve the rights to investigate and identify the source of any funds received by us, to postpone completion of the sale of any *Lot* at our discretion while we complete our investigations, and to cancel the Sale of any *Lot* if you are in breach of your warranties as *Buyer*, if we consider that such Sale would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams*, or would be detrimental to *Bonhams'* reputation.

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licensing arrangements can be found on the ACE website <http://www.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 provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any Sale nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the Sale if you require assistance in relation to export regulations.

13. CITES REGULATIONS

Please be aware that all *Lots* marked with the symbol Y are subject to CITES regulations when exporting these items outside the EU. These regulations may be found at <http://www.defra.gov.uk/ahvla-en/imports-exports/cites/> or may be requested from:

Animal Health and Veterinary Laboratories Agency (AHVLA) Wildlife Licensing
Floor 1, Zone 17, Temple Quay House
2 The Square, Temple Quay
BRISTOL BS1 6EB
Tel: +44 (0) 117 372 8774

The refusal of any CITES licence or permit and any delay in obtaining such licences or permits shall not give rise to the rescission or cancellation of any Sale, nor allow any delay in making full payment for the *Lot*.

14. THE SELLERS AND/OR BONHAMS' LIABILITY

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

15. BOOKS

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

16. CLOCKS AND WATCHES

All *Lots* are sold "as is", and the absence of any reference to the condition of a clock or watch does not imply that the *Lot* is in good

condition and without defects, repairs or restorations. Most clocks and watches have been repaired in the course of their normal lifetime and may now incorporate parts not original to them. Furthermore, *Bonhams* makes no representation or warranty that any clock or watch is in working order. As clocks and watches often contain fine and complex mechanisms, *Bidders* should be aware that a general service, change of battery or further repair work, for which the *Buyer* is solely responsible, may be necessary.

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION Proof of Firearms

The term "proof exemption" indicates that a firearm has been examined at a Proof House, but not proved, as either (a) it was deemed of interest and not intended for use, or (b) ammunition was not available. In either case, the firearm must be regarded as unsafe to fire unless subsequently proved. Firearms proved for Black Powder should not be used with smokeless ammunition.

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

Guns Sold as Parts

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

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the - of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

The Sporting Gun Department endeavours to confirm a gun's original specification and date of manufacture with makers who hold their original records.

Licensing Requirements

Firearms Act 1968 as amended

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

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

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

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

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

Lots marked 'S5' and bearing specially marked red labels are Section 5 prohibited firearms and require a valid Section 5 Authority or import licence.

Lots marked with a 'S58' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked *Lots* require no licence.

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

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years

to retain their appearance. *Bidders* should be aware that *Estimates* assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed *Descriptions* of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that *Bonhams* has been given or has obtained certificates for any *Lot* in the *Sale* these certificates will be disclosed in the *Catalogue*. Although, as a matter of policy, *Bonhams* endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each *Lot*. In the event that no certificate is published in the *Catalogue*, *Bidders* should assume that the gemstones may have been treated. Neither *Bonhams* nor the *Seller* accepts any liability for contradictions or differing certificates obtained by *Buyers* on any *Lots* subsequent to the *Sale*.

Estimated Weights

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

Signatures

1. A diamond brooch, by Kutchinsky

When the maker's name appears in the title, in *Bonhams'* opinion the piece is by that maker.

2. A diamond brooch, signed Kutchinsky

Has a signature that, in *Bonhams'* opinion, is authentic but may contain gemstones that are not original, or the piece may have been altered.

3. A diamond brooch, mounted by Kutchinsky

Has been created by the jeweller, in *Bonhams'* opinion, but using stones or designs supplied by the client.

20. PHOTOGRAPHS

Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "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 given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of Catalogue Terms

The following terms used in the *Catalogue* have the following meanings but are subject to the general provisions relating to *Descriptions* contained in the *Contract for Sale*:

- "Jacopo Bassano": in our opinion a work by the artist. When the artist's forename(s) is not known, a series of asterisks, followed by the surname of the artist, whether preceded by an initial or not, indicates that in our opinion the work is by the artist named;
- "Attributed to Jacopo Bassano": in our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category;
- "Studio/Workshop of Jacopo Bassano": in our opinion a work by an unknown hand in a studio of the artist which may or may not have been executed under the artist's direction;
- "Circle of Jacopo Bassano": in our opinion a work by a hand closely associated with a named artist but not necessarily his pupil;
- "Follower of Jacopo Bassano": in our opinion a work by a painter working in the artist's style, contemporary or nearly contemporary, but not necessarily his pupil;
- "Manner of Jacopo Bassano": in our opinion a work in the style of the artist and of a later date;
- "After Jacopo Bassano": in our opinion, a copy of a known work of the artist;
- "Signed and/or dated and/or inscribed": in our opinion the signature and/or date and/or inscription are from the hand of the artist;
- "Bears a signature and/or date and/or inscription": in our opinion the signature and/or date and/or inscription have been added by another hand.

22. PORCELAIN AND GLASS

Damage and Restoration

For your guidance, in our *Catalogues* we attempt to detail, as far as practicable, all significant defects, cracks and restoration. Such practicable *Descriptions* of damage cannot be definitive, and in providing *Condition Reports*, we cannot *Guarantee* that there are no other defects present which have not been mentioned. *Bidders* should satisfy themselves by inspection, as to the condition of each *Lot*.

Please see the *Contract for Sale* printed in this *Catalogue*. Because of the difficulty in determining whether an item of glass has been repolished, in our *Catalogues* reference is only made to visible chips and cracks. No mention is made of repolishing, severe or otherwise.

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

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

24. WINE

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

Examining the wines

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

Corks and Ullages

Ullage refers to the space between the base of the cork and the wine.

Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as follows:

Under 15 years old – into neck or less than 4cm

15 to 30 years old – top shoulder (ts) or up to 5cm

Over 30 years old – high shoulder (hs) or up to 6cm

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

Options to buy parcels

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

Wines in Bond

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

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

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

Bottling Details and Case Terms

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

CB – Château bottled

DB – Domaine bottled

EstB – Estate bottled

BB – Bordeaux bottled

BE – Belgian bottled

FB – French bottled

GB – German bottled

OB – Oporto bottled

UK – United Kingdom bottled

owc – original wooden case

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 Cadogan Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on

a successful Sale or a financial loss if unsuccessful.

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

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

*, †, *, G, Ω, α see clause 8, VAT, for details.

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

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 for the Sale and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or on Bonhams' website, and/or by oral announcements before and during the Sale at the Sale venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

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

1 THE CONTRACT

- 1.1 These terms and the relevant terms for Bidders and Buyers in the Notice to Bidders govern the Contract for Sale of the Lot by the Seller to the Buyer.
- 1.2 The Definitions and Glossary contained in Appendix 3 in the Catalogue are incorporated into this Contract for Sale and a separate copy can also be provided by Bonhams on request. Where words and phrases are used which are in the List of Definitions, they are printed in *italics*.
- 1.3 The Seller sells the Lot as the principal to the Contract for Sale, such contract being made between the Seller and you through Bonhams which acts in the sole capacity as the Seller's agent and not as an additional principal. However, if the Catalogue states that Bonhams sells the Lot as principal, or such a statement is made by an announcement by the Auctioneer, or by a notice at the Sale, or an insert in the Catalogue, then Bonhams is the Seller for the purposes of this agreement.
- 1.4 The contract is made on the fall of the Auctioneer's hammer in respect of the Lot when it is knocked down to you.

2 SELLER'S WARRANTIES AND UNDERTAKINGS

- 2.1 The Seller undertakes to you that:
- 2.1.1 The Seller is the owner of the Lot or is duly authorised to sell the Lot by the owner;
- 2.1.2 save as disclosed in the Entry for the Lot in the Catalogue, the Seller sells the Lot with full title guarantee or, where the Seller is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the Lot;
- 2.1.3 except where the Sale is by an executor, trustee, liquidator, receiver or administrator the Seller is both legally entitled to sell the Lot, and legally capable of conferring on you quiet possession of the Lot and that the Sale conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);
- 2.1.4 the Seller has complied with all requirements, legal or otherwise, relating to any export or import of the Lot, and all duties and taxes in respect of the export or import of the Lot have (unless stated to the contrary in the Catalogue or announced by the Auctioneer) been paid and, so far as the Seller is aware, all third parties have complied with such requirements in the past;
- 2.1.5 items consigned for sale by the Seller are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering, terrorist financing or breach of any applicable international trade sanctions;
- 2.1.6 subject to any alterations expressly identified as such made by announcement or notice at the Sale venue or by the Notice to Bidders or by an insert in the Catalogue or on the Bonhams website, the Lot corresponds with the Contractual Description of the Lot, being that part of the Entry about the Lot in the Catalogue which is in bold letters and (except for colour) with any photograph of the Lot in the Catalogue.

3 DESCRIPTIONS OF THE LOT

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

part of the Contractual Description upon which the Lot is sold.

- 3.2 Except as provided in paragraph 2.1.5, the Seller does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been Bonhams. No such Description or Estimate is incorporated into this Contract for Sale.
- 4 **FITNESS FOR PURPOSE AND SATISFACTORY QUALITY**
- 4.1 The Seller does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the Lot or its fitness for any purpose.
- 4.2 The Seller will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the Lot or its fitness for any purpose.
- 5 **RISK, PROPERTY AND TITLE**
- 5.1 Risk in the Lot passes to you after 7 days from the day upon which it is knocked down to you on the fall of the Auctioneer's hammer in respect of the Lot, or upon collection of the Lot if earlier. The Seller will not be responsible thereafter for the Lot prior to you collecting it from Bonhams or the Storage Contractor, with whom you have separate contract(s) as Buyer. You will indemnify the Seller and keep the Seller fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the Lot beyond 7 days from the day of the fall of the Auctioneer's hammer until you obtain full title to it.
- 5.2 Title to the Lot remains in and is retained by the Seller until: (i) the Purchase Price and all other sums payable by you to Bonhams in relation to the Lot have been paid in full to and received in cleared funds by Bonhams, and (ii) Bonhams has completed its investigations pursuant to clause 3.11 of the Buyer's Agreement with Bonhams set out in Appendix 2 in the catalogue.
- 6 **PAYMENT**
- 6.1 Your obligation to pay the Purchase Price arises when the Lot is knocked down to you on the fall of the Auctioneer's hammer in respect of the Lot.
- 6.2 Time will be of the essence in relation to payment of the Purchase Price and all other sums payable by you to Bonhams. Unless agreed in writing with you by Bonhams on the Seller's behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to Bonhams by you in the currency in which the Sale was conducted by not later than 4.30pm on the second working day following the Sale and you must ensure that the funds are cleared by the seventh working day after the Sale. Payment must be made to Bonhams by one of the methods stated in the Notice to Bidders unless otherwise agreed with you in writing by Bonhams. If you do not pay in full any sums due in accordance with this paragraph, the Seller will have the rights set out in paragraph 8 below.
- 7 **COLLECTION OF THE LOT**
- 7.1 Unless otherwise agreed in writing with you by Bonhams, the Lot will be released to you or to your order only when: (i) Bonhams has received cleared funds to the amount of the full Purchase Price and all other sums owed by you to the Seller and to Bonhams and (ii) Bonhams has completed its investigations pursuant to clause 3.11 of the Buyer's Agreement with Bonhams set out in Appendix 2 in the catalogue.
- 7.2 The Seller is entitled to withhold possession from you of any other Lot he has sold to you at the same or at any other Sale and whether currently in Bonhams' possession or not, until payment in full and in cleared funds of the Purchase Price and all other sums due to the Seller and/or Bonhams in respect of the Lot.
- 7.3 You should note that Bonhams has reserved the right not to release the Lot to you until its investigations under paragraph 3.11 of the Buyers' Agreement set out in Appendix 2 have been completed to Bonhams' satisfaction.
- 7.4 You will collect and remove the Lot at your own expense from Bonhams' custody and/ or control or from the Storage Contractor's custody in accordance with Bonhams' instructions or requirements.
- 7.5 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- 7.6 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the Seller if you do not remove the Lot in accordance with this paragraph 7 and will indemnify the Seller against all charges, costs, including any legal costs and fees, expenses and losses suffered by the Seller by reason of your failure to remove the Lot including any charges due under any Storage Contract. All such sums due to the Seller will be payable on demand.
- 8 **FAILURE TO PAY FOR THE LOT**
- 8.1 If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale, the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):
- 8.1.1 to terminate immediately the Contract for Sale of the Lot for your breach of contract;
- 8.1.2 to resell the Lot by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;

- 8.1.3 to retain possession of the Lot;
- 8.1.4 to remove and store the Lot at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the Contract for Sale and/or damages for breach of contract;
- 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 8.1.7 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless the Buyer buys the Lot as a Consumer from the Seller selling in the course of a Business) you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;
- 8.1.8 to retain possession of any other property sold to you by the Seller at the Sale or any other auction or by private treaty until all sums due under the Contract for Sale shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on three months' written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such Sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams; and
- 8.1.10 so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the Seller or to Bonhams by you.
- 8.2 You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to Bonhams in order to obtain the release of the Lot) incurred by the Seller (whether or not court proceedings will have been issued) as a result of Bonhams taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the Seller becomes liable to pay the same until payment by you.
- 8.3 On any resale of the Lot under paragraph 8.1.2, the Seller will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the Lot, after the payment of all sums due to the Seller and to Bonhams, within 28 days of receipt of such monies by him or on his behalf.
- 9 **THE SELLER'S LIABILITY**
- 9.1 The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the Seller will not be liable for any breach of any term that the Lot will correspond with any Description applied to it by or on behalf of the Seller, whether implied by the Sale of Goods Act 1979 or otherwise.
- 9.3 Unless the Seller sells the Lot in the course of a Business and the Buyer buys it as a Consumer, the Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale;
- 9.3.2 the Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer or of the Buyer's management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
- 9.3.3 in any circumstances where the Seller is liable to you in respect of the Lot, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the Seller's liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
- 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the Seller's negligence (or any person under the Seller's control or for whom the Seller is legally

responsible), or (iii) acts or omissions 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 of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the *Seller's* ability subsequently to enforce any right arising under the *Contract for Sale*.
- 10.3 If either party to the *Contract for Sale* is prevented from performing that party's respective obligations under the *Contract for Sale* by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 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 by air mail or fax transmission, if to the *Seller*, addressed c/o *Bonhams* at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the *Buyer* given in the *Bidding Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 10.5 If any term or any part of any term of the *Contract for Sale* is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 10.6 References in the *Contract for Sale* to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents and to any subsidiary of *Bonhams Holdings Limited* and to its officers, employees and agents.
- 10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.
- 10.8 In the *Contract for Sale* "including" means "including, without limitation".
- 10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.
- 10.12 Where the *Contract for Sale* confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the *Seller*, it will also operate in favour and for the benefit of *Bonhams, Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT WITH BONHAMS

IMPORTANT: These terms may be changed in advance of the *Sale* of the *Lot* to you, by the setting out of different terms in the *Catalogue* for the *Sale* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue 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.

1 THE CONTRACT

- 1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.
- 1.2 The Definitions and Glossary 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

information is referred to it is incorporated into this agreement. 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 *Auctioneer's* hammer in respect of the *Lot*, when it is knocked down to you. At that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.

- 1.4 We act as agents for the *Seller* and are not answerable or personally responsible to you for any breach of contract or other default by the *Seller*, unless *Bonhams* sells the *Lot* as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 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;
- 1.5.2 subject to any power of the *Seller* or us to refuse to release the *Lot* to you, we will release the *Lot* to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the *Seller* and following completion of our enquiries pursuant to paragraph 3.11;
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 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 or on behalf of the *Seller* (whether made orally or in writing, including in the *Catalogue* or on *Bonhams'* *Website*, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the *Sale*. No such *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 *Bonhams* itself sells the *Lot* as principal) made as agent on behalf of the *Seller*.

2 PERFORMANCE OF THE CONTRACT FOR SALE

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

3 PAYMENT AND BUYER WARRANTIES

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:
- 3.1.1 the *Purchase Price* for the *Lot*;
- 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders* on each lot, and
- 3.1.3 if the *Lot* is marked [AR], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the *Sale*.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the *Sale* was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and VAT and any interest earned and/or incurred until payment to the *Seller*.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.
- 3.8 You warrant that neither you nor - if you are a company, your directors, officers or your owner or their directors or shareholders - are an individual or an entity that is, or is owned or controlled by individuals or entities that are:
- 3.8.1 the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or
- 3.8.2 located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan and Syria.
- 3.9 You warrant that the funds being used for your purchase have no link with criminal activity including without limitation money laundering, tax evasion or terrorist financing, and that you not under investigation for neither have been charged nor convicted in connection with any criminal activity.
- 3.10 Where you are acting as agent for another party ("your

Principal"), you undertake and warrant that:

- 3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;
- 3.10.2 your Principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;
- 3.10.3 funds used for your or your Principal's purchase are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing;
- 3.10.4 items purchased by you and your Principal through *Bonhams* are not being purchased or to be used in any way connected with or to facilitate breaches of applicable Tax, Anti-Money Laundering or Anti-Terrorism laws and regulations; and
- 3.10.5 that you consent to *Bonhams* relying upon your customer due diligence, undertaking to retain records of your due diligence for at least 5 years and to make such due diligence records available for inspection by an independent auditor in the event we request you to do so.
- 3.11 We reserve the rights to make enquiries about any person transacting with us and to identify the source of any funds received from you. In the event we have not completed our investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the *Seller*, to our satisfaction at our discretion, we shall be entitled to retain *Lots* and/or proceeds of *Sale*, postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.

4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the *Seller* or us to refuse to release the *Lot* to you, once you have paid to us; in cleared funds, everything due to the *Seller* and to us, and once we have completed our investigations under paragraph 3.11, we will release the *Lot* to you or as you may direct us in writing. The *Lot* will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the *Sale*.
- 4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.
- 4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting in this instance as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.
- 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.
- 4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.
- 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

5 STORING THE LOT

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

- will retain our lien over the *Lot* until we have been paid in full in accordance with paragraph 3.
- 6 RESPONSIBILITY FOR THE LOT**
- 6.1 Title (ownership) in the *Lot* passes to you (i) on payment of the *Purchase Price* to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 3.11.
- 6.2 Please note however, that under the *Contract for Sale*, the risk in the *Lot* passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the *Lot* if earlier, and you are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.
- 7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS**
- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will (without further notice to you unless otherwise provided below), be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the *Lot*;
- 7.1.3 to remove, and/or store the *Lot* at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 7.1.6 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless you buy the *Lot* as a *Consumer*) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any *Lot* or part thereof;
- 7.1.7 to sell the *Lot Without Reserve* by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for *Sale*) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, *Without Reserve*, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for *Sale*) and to apply any monies due to you as a result of such *Sale* in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future *Sale* or to reject a bid from you at any future *Sale* or to require you to pay a deposit before any bid is accepted by us at any future *Sale* in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the *Purchase Price* of any *Lot* of which you are the *Buyer*.
- 7.1.12 having made reasonable efforts to inform you, to release your name and address to the *Seller*, so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.
- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.
- 7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any *Sale* of the *Lot* under our rights under this paragraph 7 after the payment of all sums due to us and/or the *Seller* within 28 days of receipt by us of all such sums paid to us.
- 8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT**
- 8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
- 8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or
- 8.1.2 deliver the *Lot* to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
- 8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.
- 9 FORGERIES**
- 9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and
- 9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.
- 9.3 Paragraph 9 will not apply in respect of a *Forgery* if:
- 9.3.1 the *Entry* in relation to the *Lot* contained in the *Catalogue* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
- 9.3.2 it can be established that the *Lot* is a *Forgery* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
- 9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.
- 9.5 If we are satisfied that a *Lot* is a *Forgery* we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the *Purchase Price*, *Buyer's Premium*, *VAT* and *Expenses* paid by you in respect of the *Lot*.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph 9 will cease.
- 9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.
- 10 OUR LIABILITY**
- 10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Bonhams' Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*.
- 10.2 Our duty to you while the *Lot* is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the *Lot* or to other persons or things caused by:
- 10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
- 10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
- 10.3.2 Unless you buy the *Lot* as a *Consumer*, in any circumstances where we are liable to you in respect of a *Lot*, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an
- indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* plus *Buyer's Premium* (less any sum you may be entitled to recover from the *Seller*) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
- You may wish to protect yourself against loss by obtaining insurance.
- 10.4 Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.
- 11 BOOKS MISSING TEXT OR ILLUSTRATIONS**
- Where the *Lot* is made up wholly of a *Book* or *Books* and any *Book* does not contain text or illustrations (in either case referred to as a "non-conforming *Lot*"), we undertake a personal responsibility for such a non-conforming *Lot* in accordance with the terms of this paragraph, if:
- the original invoice was made out by us to you in respect of the *Lot* and that invoice has been paid; and
- you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a non-conforming *Lot*, and in any event within 20 days after the *Sale* (or such longer period as we may agree in writing) that the *Lot* is a non-conforming *Lot*; and
- within 20 days of the date of the relevant *Sale* (or such longer period as we may agree in writing) you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a non-conforming *Lot* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*. but not if:
- the *Entry* in the *Catalogue* in respect of the *Lot* indicates that the rights given by this paragraph do not apply to it; or
- the *Entry* in the *Catalogue* in respect of the *Lot* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or
- it can be established that the *Lot* is a non-conforming *Lot* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or
- the *Lot* comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or
- the *Lot* was listed in the *Catalogue* under "collections" or "collections and various" or the *Lot* was stated in the *Catalogue* to comprise or contain a collection, issue or *Books* which are undescribed or the missing text or illustrations are referred to or the relevant parts of the *Book* contain blanks, half titles or advertisements.
- If we are reasonably satisfied that a *Lot* is a non-conforming *Lot*, we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the *Purchase Price* and *Buyer's Premium* paid by you in respect of the *Lot*.
- The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.
- 12 MISCELLANEOUS**
- 12.1 You may not assign either the benefit or burden of this agreement.
- 12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.
- 12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control (including without limitation governmental intervention, industrial action, insurrection, warfare (declared or undeclared), terrorism, power failure, epidemic or natural disaster) or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
- 12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 12.5 If any term or any part of any term of this agreement is held to

- be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 12.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.
- 12.7 The headings used in 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 will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 12.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
- 12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams'*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
- 13 GOVERNING LAW**
- All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the Sale takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. *Bonhams* has a complaints procedure in place.

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

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

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

"Auctioneer" the representative of *Bonhams* conducting the Sale.

"Bidder" Any person considering, attempting or making a Bid, including those who have completed a *Bidding Form*.

"Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

"Bonhams" Bonhams 1793 Limited or its successors or assigns.

Bonhams is also referred to in the *Buyer's Agreement*, the Conditions of Business and the *Notice to Bidders* by the words "we", "us" and "our".

"Book" a printed *Book* offered for Sale at a specialist *Book Sale*.

"Business" includes any trade, *Business* and profession.

"Buyer" the person to whom a *Lot* is knocked down by the *Auctioneer*. The *Buyer* is also referred to in the *Contract for Sale* and the *Buyer's Agreement* by the words "you" and "your".

"Buyer's Agreement" the contract entered into by *Bonhams* with the *Buyer* (see Appendix 2 in the *Catalogue*).

"Buyer's Premium" the sum calculated on the *Hammer Price* at the rates stated in the *Notice to Bidders*.

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

"Commission" the *Commission* payable by the *Seller* to *Bonhams* calculated at the rates stated in the *Contract Form*.

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

"Conditions of Sale" the *Notice to Bidders*, *Contract for Sale*, *Buyer's Agreement* and Definitions and Glossary.

"Consignment Fee" a fee payable to *Bonhams* by the *Seller* calculated at rates set out in the Conditions of Business.

"Consumer" a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.

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

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

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

"Description" any statement or representation in any way descriptive of the *Lot*, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the *Hammer Price*).

"Entry" a written statement in the *Catalogue* identifying the *Lot* and its *Lot* number which may contain a *Description* and illustration(s) relating to the *Lot*.

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

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

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

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

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

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

"Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.

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

"Motoring Catalogue Fee" a fee payable by the *Seller* to *Bonhams* in consideration of the additional work undertaken by *Bonhams* in respect of the cataloguing of motor vehicles and in respect of the promotion of *Sales* of motor vehicles.

"New Bond Street" means *Bonhams'* saleroom at 101 New Bond Street, London W1S 1SR.

"Notional Charges" the amount of *Commission* and VAT which would have been payable if the *Lot* had been sold at the *Notional Price*.

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

"Notional Price" the latest in time of the average of the high and low *Estimates* given by us to you or stated in the *Catalogue* or, if no such *Estimates* have been given or stated, the *Reserve* applicable to the *Lot*.

"Notice to Bidders" the notice printed at the back or front of our *Catalogues*.

"Purchase Price" the aggregate of the *Hammer Price* and VAT on the *Hammer Price* (where applicable), the *Buyer's Premium* and VAT on the *Buyer's Premium* and any *Expenses*.

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

"Sale" the auction *Sale* at which a *Lot* is to be offered for Sale by *Bonhams*.

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

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

"Specialist Examination" a visual examination of a *Lot* by a specialist on the *Lot*.

"Stamp" means a postage *Stamp* offered for Sale at a Specialist *Stamp Sale*.

"Standard Examination" a visual examination of a *Lot* by a non-specialist member of *Bonhams'* staff.

"Storage Contract" means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the *Buyer's Agreement* (as appropriate).

"Storage Contractor" means the company identified as such in the *Catalogue*.

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

"VAT" value added tax at the prevailing rate at the date of the *Sale* in the United Kingdom.

"Website" *Bonhams Website* at www.bonhams.com

"Withdrawal Notice" the *Seller's* written notice to *Bonhams* revoking *Bonhams'* instructions to sell a *Lot*.

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

GLOSSARY

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

"artist's resale right": the right of the creator of a work of art to receive a payment on *Sales* of that work subsequent to the original *Sale* of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.

"bailee": a person to whom goods are entrusted.

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

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

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

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

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

"title": the legal and equitable right to the ownership of a *Lot*.

"tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

"warranty": a legal assurance or promise, upon which the person to whom the warranty was given has the right to rely.

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 one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to one to which subsection (3) below applies, there is also an implied term that-
 - (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
 - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
 - (a) the seller;
 - (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
 - (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.

(5A) 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."

Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Paddle number (for office use only)

Bonhams

This sale will be conducted in accordance with Bonhams' Conditions of Sale and bidding and buying 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 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 consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our website (www.bonhams.com) or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR 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 maybe 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 my contact details. ☐

Sale title: Fine and Rare Wines		Sale date: 6 May 2021	
Sale no. 26675		Sale venue: New Bond Street	
If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.			
General Bid Increments:			
£10 - 200by 10s		£10,000 - 20,000by 1,000s	
£200 - 500by 20 / 50 / 80s		£20,000 - 50,000by 2,000 / 5,000 / 8,000s	
£500 - 1,000by 50s		£50,000 - 100,000by 5,000s	
£1,000 - 2,000by 100s		£100,000 - 200,000by 10,000s	
£2,000 - 5,000by 200 / 500 / 800s		above £200,000at the auctioneer's discretion	
£5,000 - 10,000by 500s			
The auctioneer has discretion to split any bid at any time.			
Customer Number		Title	
First Name		Last Name	
Company name (if applicable)			
Company Registration number (if applicable)			
Address			
		City	
Post / Zip code		County / State	
Telephone (mobile)		Country	
Telephone (landline)			
E-mail (in capitals)			
Please answer all questions below			
1. ID supplied: Government issued ID <input type="checkbox"/> and (if the ID does not confirm your address) <input type="checkbox"/> current utility bill/ bank statement. If a corporate entity, please provide the Certificate of Incorporation or Partnership Deed and a letter authorising you to act.			
2. Are you representing the Bidder? <input type="checkbox"/> If yes, please complete question 3.			
3. Bidder's name, address and contact details (phone and email): Bidder's ID: Government issued ID <input type="checkbox"/> and (if the ID does not confirm their address) <input type="checkbox"/> current utility bill/bank statement			
Are you acting in a business capacity? Yes <input type="checkbox"/> No <input type="checkbox"/>		If registered for VAT in the EU please enter your registration here: <input type="text"/> / <input type="text"/> - <input type="text"/> - <input type="text"/>	

Please note that all telephone calls are recorded.

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 <input type="checkbox"/>	Please include delivery charges (minimum charge of £20 + VAT) <input type="checkbox"/>

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

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UK/08/19





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