BONHAMS
Montpelier Street
Knightsbridge
London SW7 1HH
bonhams.com

SALE NUMBER
26773
Lots 1 - 298

VIEWING
Sunday 20 June, 11am - 3pm
Monday 21 June, 9am - 4.30pm
Tuesday 22 June, 9am - 4.30pm
Wednesday 23 June, 9am - 4.30pm

ILLUSTRATIONS
Front Cover: lot 238
Back Cover: lot 72

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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8.30am to 6pm
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BIDS
- Bid online/App
Register to bid online by visiting
www.bonhams.com/26773

Bid through the
app. Download now
for android and iOS

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

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

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

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

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

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

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

For all other enquiries, contact our Client Services department on:
+44 (0) 207 447 7447 or
bids@bonhams.com

Please see back of catalogue for important notice to bidders

To submit a claim for refund of VAT, HMRC require lots to be exported from the UK within strict deadlines. For lots on which Import VAT has been charged (marked in the catalogue with a * or Ω) lots must be exported within 30 days of Bonhams’ receipt of payment and within 3 months of the sale date. For all other lots export must take place within 3 months of the sale date.

Fine Books, Manuscripts and Photographs
Montpelier Street, London | Thursday 24 June 2021 at 11am
IMPORTANT NOTICES
For explanation of any asterisked symbols that may appear in catalogues, please see the notice entitled ‘VAT’ at the end of the catalogue. Lots comprising printed books, unframed maps and bound manuscripts are not liable to VAT on the Hammer Price or Buyer's Premium.

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

This shall not apply in the case of: defects stated in the catalogue or announced at the time of sale; un-named items, blanks, half-titles, or advertisements; damage to bindings, stains, tears, foxing or other cosmetic defects, unless resulting in loss to text or illustration; defects to atlases, manuscripts, music, periodicals, and items sold as collections, archives, association copies, extra-illustrated copies, or bindings.

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

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

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

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

+44 (0)20 7393 3841
books@bonhams.com
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 attendances, Bidders and potential Bidders (Including any eventual purchaser 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. All statements and preface 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 in connection with the Lots or in a notice displayed at the Sale venue and you should read them as well. Announcements affecting the Sale may also be given 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

If you are an 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 Bider. Bonhams does not act for or give advice to Buyers or Bidders.

When it or its staff make statements about a Lot or the Lot is marked on the Seller’s behalf and, unless Bonhams sells a Lot as principal this will either be stated in the Catalogue or an appropriate mark will be made. It is a matter to be decided by the Auctioneer, or it will be stated in a notice at the Sale or in the Catalogue.

Bonhams does not owe or undertake 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, and a 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 as described in the Catalogue and presented at the Sale. All illustrations and photographs contained in the Catalogue (other than photographs forming part of the Contractual Description) or elsewhere of any Lots are for guidance 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 differ from that described in the Catalogue in terms of its outward appearance. Such works of art can be damaged or restored, and 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 or may be damaged according to well known and accepted methods of authentication, whether or not made of previously unexposed 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 equipment which is sold for artistic, decorative, historical, cultural or similar purposes may not operate or may not comply with current statutory requirements. You should not assume that electrical items designed for operation on mains electricity supply would be suitable for connection to the mains electricity supply and you should obtain a report from a qualified electrician on their suitability before doing so. Such items which are unsuitable for connection are marked as items of interest for display purposes only. If you only have a professional 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 and the Seller of the Lot is 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 Lot is sold as described in the Catalogue and presented at the Sale. The descriptions 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 Lot. For ease of reference we refer to such estimates as “Estimates” or “the Estimate”. Estimates which are marked with an asterisk 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 Report

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 at its discretion and this service does not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

You may place bids and deliver to us one of our Bidding Forms, either our Bidders Registration Form, Absentee Bidding Form or Telephone Bidding Form in order to bid at our Sales. If you have not registered with 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 an incorporated entity, your certificate of incorporation or a notarised document with your name and registered address, government issued proof of your current address, documentary proof of your bank account which is used to effect the payment and proof of insurance.

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 Bider, 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 Lots if you are unable to verify your identity as Buyer, or you consider that such would be unlawful or otherwise liable for the Seller or Bonhams or be detrimental to Bonhams’ reputation.

Bidding in person

So that you have pre-registered to bid or have updated your existing registration recently, you should come to our Bider registration desk at the Sale venue and fill out a Registration and Bidding Form on (or a copy of) the day of the Sale. The information you give in the “lot number” section of this Bidding Form 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 attached to your wrist band at our discretion.

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 given to you for your convenience, but the Seller and Bonhams 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 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 completed and sent to your nearest office at least 24 hours in advance of 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 precedence. 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 address is only supplementary and the information contained therein is at your 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 on the Sale. The information you give in the “lot number” section will be rounded down to the nearest amount consistent with the Bidders’ bidding increments. New Bidders must also provide proof of identity and address to assist in confirming bids. Failure to do this will result in your bid not being placed.

Bidding via the internet

Please see our notice on the internet 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 the 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 may be 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 pre-register the principal, you must complete a pre-registration requirements set out above both on your own behalf and with full
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 rate of 20% on the 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

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 any other charges and Expenses to us full and free of any deduction or withholding as required by the Money Laundering, Terrorist Financing and Transfers of Funds (Information on the Payee) Regulations 2017 (“the Regulations”). Bonhams’ Interpretation of the Regulations and Treasury Approved Industry Guidance is that CDD under the Regulations is not required by Buyers into Sellers at Bonhams auctions or vice versa.


On the Lot being broached 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 to the back of the Catalogue. You will be bought in 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 Business Agreement, the terms of which are set out in Appendix 2 to 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 the day of the sale by setting out different terms in the Catalogue and/or by placing an insertion in the Catalogue and/or by notices at the Sale venue and/or by oral announcements during and before the sale. It is your responsibility (and not our) to be aware of the up to date terms to the Buyer’s Agreement for this Sale.

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

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

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

- 27.5% of the Hammer Price on the first £10,000, plus
- 25% of the Hammer Price from £10,001 to and up to £450,000, plus
- 20% of the Hammer Price from £450,001 and up to £5,500,000, plus
- 14.5% of the Hammer Price above £5,500,000

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

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

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

On certain Lots, which will be marked “AF” in the Catalogue and which are sold for a Hammer Price of £1,000 or greater (converted into the currency of the bid 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 the Expenses relating to the payment of royalties under the Artists Resale Right Regulations 2005. 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, except in the currency of the bid using the European Central Bank Reference rate prevailing on the date of the Sale.

<table>
<thead>
<tr>
<th>Hammer Price</th>
<th>Percentage amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>From £0 to £50,000</td>
<td>4%</td>
</tr>
<tr>
<td>From £50,001 to £200,000</td>
<td>3%</td>
</tr>
<tr>
<td>From £200,001 to £500,000</td>
<td>2%</td>
</tr>
<tr>
<td>From £500,001 to £1,000,000</td>
<td>1%</td>
</tr>
<tr>
<td>Exceeding £1,000,000</td>
<td>0.5%</td>
</tr>
<tr>
<td>Exceeding £500,000</td>
<td>0.25%</td>
</tr>
</tbody>
</table>

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

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

We reserve the right to review and identify the source of any funds received by us, to postponement of completion of the sale of any Lot at our discretion whilst 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 (see below). If you 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 from 9am to 5pm on weekdays.

11. SHIPPING

For information and estimates on domestic and international shipping as well as export licenses please contact Bonhams' preferred agent.

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licensing arrangements can be found on the ACE website http://www.arts council.org.uk/what-we-do/supporting-museums/cultural-property/export-control/export-licensing/ or by phoning ACE on +44 (0) 1597 7973 518. The need for import licences varies from country to country and you should acquaint yourself with all relevant local regulations and procedures. VAT is chargeable on any increase in value of the Lots and any delay in obtaining such licences(s) shall not permit the rescission of any Sale nor allow any delay in making full payment for the Lots. Generally, please contact our shipping department before the Sale if the Lot is subject to export regulations.

13. CITES REGULATIONS

Please be aware that all Lots marked with the symbol “C” are subject to CITES regulations when exporting these inside the EU. These regulations may be found at http://www.defra. gov.uk/ahvla/en-imports-exports/sects/ or may be obtained from: Animal Health and Veterinary Laboratories Agency (AHVLA) Wildlife Licensing

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 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 or otherwise, whether given before or during the Sale, or if we approve the arrangements can be found on the ACE website http://www.arts council.org.uk/what-we-do/supporting-museums/cultural-property/export-control/export-licensing/ or by phoning ACE on +44 (0) 1597 7973 518. The refusal of any CITES licence or permit and any delay in obtaining such licences or permits shall not result in the rescission or cancellation of any Sale, nor allow any delay in making full payment for the Lot.

15. BOOKS

As stated above, all Lots are sold “as is”, with the absolute of any reference to the condition of a clock or watch does not imply that the Lot is good

NTB/MNN/11.2020
17. Firearms – Proof, Condition and Certification of 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 for use, or (b) ammunition was not available.

In other cases, the firearm must be regarded as unserviceable for proof and use. Proof is required before any such firearm is to be used.

Guns Sold as Parts

Barrels of guns sold as parts will only be made available for sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act 1968 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 rules of bore and bullet-length 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 malfunction or defect. 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. In all respects, 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 data of manufacture with makers who hold their original records.

Licensing Requirements

Firearms Act 1968 as amended

Bonhams is constantly reviewing its procedures and would remind you that, in the case of firearms or shotguns subject to certification to conform with current legislation, Bonhams is required to see, as appropriate, your original registered firearms dealer’s certificate / shot gun certificate / firearm’s certificate in the case of 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 and regulations are rechecked by Bonhams in the next appropriate Sale, on standard terms for Sellers, and you will be responsible for all loss incurred by Bonhams on the original Sale to you.

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

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

Lots marked with a ‘S5’ 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 return firearms to the Modern Sporting Gun Department should you have any queries.

Taxidermy and Related Items

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

Upholstered Furniture

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

19. Jewellery

Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly enamelled emeralds are frequently treated to improve their colour or resin for the 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. These descriptions are not consistent between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that Bonhams has been given or has acquired such certificates, the same will be disclosed in the Catalogue. Although, as a matter of policy, Bonhams endeavours to provide certificates from recognised laboratories for certain items, individual or 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 Saleroom Company Ltd. make any effort to ensure accuracy, the date shown on the Data Plate or Data Certificate cannot be guaranteed as correct and intending purchasers should make their own enquiries as to the date of the certificate.

21. Pictures

Explanation of Catalogue Terms

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

Jaccopo Bassano: in our opinion a work by the artist. When the artist’s forename(s) is/are 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 named artist.

Attributed to Jaccopo Bassano: in our opinion a work by an artist who has been associated with a named artist but not necessarily his pupil.

follower of Jaccopo Bassano: in our opinion a work by a painter working in the artist’s style, contemporary or nearly contemporary, but not necessarily his pupil.

Master of Moroni: in our opinion a work in the style of the artist and of a later date.

Jaccopo Bassano: in our opinion a work by a painter working in the artist’s style, contemporary or nearly contemporary, but not necessarily his pupil.

Follower of Jaccopo Bassano: in our opinion a work by a painter working in the artist’s style, contemporary or nearly contemporary, but not necessarily his pupil.

Certified Provenance

In the case of fire 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’s certificate in the case of 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 and regulations are rechecked by Bonhams in the next appropriate Sale, on standard terms for Sellers, and you will be responsible for all loss incurred by Bonhams on the original Sale to you.

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Lots marked with a ‘S5’ 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 return firearms to the Modern Sporting Gun Department should you have any queries.

24. Wine

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

Château bottled – wine bottled at the château or in the environs thereof.

Château bottled – wine bottled at the château or in the environs thereof.

Estates bottled – wine bottled at the château or in the environs thereof.

Estates bottled – wine bottled at the château or in the environs thereof.

Foudre bottled – wine bottled in a foudre.

Foudre bottled – wine bottled in a foudre.

GT – guitar or other instrument.

GT – guitar or other instrument.

NTB/MAIN/V1/11.2020
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.

1.2.5 items consigned for sale by the VAT

▲ 2.1.2 save as disclosed in the

THE CONTRACT

Under this contract the

and/or by notices at the

Sale

www.bonhams.com or requested by post from

your information was disclosed). A copy of our Privacy Policy can be

found on our Bonhams’ Website or in the Catalogue or by an insert in the

announcements or notice at the Sale or by any other means by

notices at the Sale.

1.3 Seller consigns the Lot to Bonhams.

1.4 Seller consigns the Lot to Bonhams.

2.1.1 Buyer consigns the Lot to Bonhams.

2.2.1 Seller consigns the Lot to Bonhams.

2.3.1 Buyer consigns the Lot to Bonhams.

2.4.1 Seller consigns the Lot to Bonhams.

2.5.1 Buyer consigns the Lot to Bonhams.

2.6.1 Seller consigns the Lot to Bonhams.

2.7.1 Buyer consigns the Lot to Bonhams.

3.1.1 Seller consigns the Lot to Bonhams.

3.2.1 Buyer consigns the Lot to Bonhams.

3.3.1 Seller consigns the Lot to Bonhams.

3.4.1 Buyer consigns the Lot to Bonhams.

3.5.1 Seller consigns the Lot to Bonhams.

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9.10.1 Buyer consigns the Lot to Bonhams.
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 in relation to which the liability of the Seller is excluded or subject to any alterations expressly identified as such made by or on behalf of the Seller or of any other person) save for liability under the Sale of Goods Act 1979.

10 MISCELLANEOUS

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

10.2 The Seller’s right or delay in enforcing or exercising any power or right under the Contract for Sale must not operate or be deemed to operate as a waiver of or restriction on the exercise of the rights under it or as a consent to any alteration as expressed to you in writing. Any such waiver will not affect the Seller’s ability subsequently to enforce any rights under the Contract for Sale.

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

10.4 Any notice or other communication to be given under the Contract for Sale must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the Seller, addressed c/o Bonhams at its address or fax number in the Catalogue (marked for the attention of the Company Secretary), and if to you the address or fax number of the Buyer given in the Bidding Form (unless notice of any change of address or fax number has been made by or on your behalf or on behalf of the Seller or of any other person or by conduct, or otherwise).

10.5 Any references to a party or an agent of the party are to a person who is not a party to the Contract for Sale and you each submit to the 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 enforce any of the obligations permitted by the Law 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 Contract for Sale. Note that you are not bound by any information or statements which may have been given 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 at the auction, which may differ from the information in the Catalogue or on Bonhams’ Website, or by conduct, or otherwise, and whether made before or after this agreement or prior to which the Seller or any other party or person has been made by or on behalf of the Seller or of any other person or by conduct, or otherwise.

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. The Definitions set out in and incorporated by reference 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 contradictory to that contained in the above, priority shall be given to the information contained in the above.

1.3 Except as specified in paragraph 4 of the Notice to Bidders the Contract for Sale of the Lot between you and the Seller is made on the fall of the hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and Bonhams on the terms of a contract to be extended to a person who is not a party to the Contract for Sale.

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 of his obligations under the Contract for Sale (as presently constituted) or by any other person. We are not responsible for the Seller’s failure to comply with such requirements in the past; whether implied by the Sale of Goods Act 1979 or otherwise, and that the Seller does not make and does not agree to make any warranties, representations, guarantees, or any matters pertaining to any injury, loss and damage which it is knocked down to you on the fall of the hammer until you obtain full title to it. Payment must be made to the Buyer within 7 working days after the hammer.

8.1.2 You are subject to any terms of the Contract for Sale you are required to pay the Purchase Price plus VAT if you are required to do so by the Seller, or in accordance with paragraph 8.1.2, or an insert in the Notice to Bidders, or as otherwise notified to you, or the Seller in the catalogue.

9.2 Subject to paragraph 9.3 below, except for breach of the Sale for any indirect losses arising in respect of any injury, loss and damage.

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 enforce any of the obligations permitted by the Law of the relevant jurisdiction.

Bonhams has a complaints procedure in place.
7.1.11 refuse to allow you to register for a future Reserve Without
7.1.6 to repossess the
7.1.2 to retain possession of the
6 FAILURE TO PAY OR TO REMOVE THE LOT AND PART RESPONSIBILITY FOR THE LOT
6.1 The failure of you to pay the Purchase Price to us in full in cleared funds and (i) when investigations have been completed to our satisfaction under paragraph 11.1, or (ii) if you have defaulted on any payment required under 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 other rights we may have with such effect as the Seller may accept:
7.1.11 to terminate this agreement immediately for your breach of contract;
7.1.2 to repossess 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) any such repossession or, 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, we do not grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon 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 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 other 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 or for Sale) and to apply any monies due to you as a result of such sale in payment of any amounts owed to you.
7.1.11 to 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 bidding at any future Sale in accordance with the Purchase Price of any Lot or part thereof,
7.1.12 making 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 the same.
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 judgment or order) at the rate of interest per annum which is a) equal to the Purchase Price of any Lot (or the part of any Lot) from time to time to be calculated on a daily basis from the date thereon to the date we become legally able to pay the same until payment by you.
7.3 If you pay us only part of the sums due to us such payment shall be applied in order first, to the payment of the Purchase Price of any Lot (or the part of any Lot) of which you have purchased more than one Lot pro-rata towards the Purchase Price of each Lot and secondly to the Buyer’s Premium, for which 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 Lot or part thereof under the Sale as aforesaid or any other Lot, such sums paid us shall be treated as disallowed sums for the purposes of our 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 CLAIMS BY OTHER PARTIES 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 we consider necessary, but in such circumstances shall pay 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:

12 MISCELLANEOUS
12.1 You may assign neither the benefit or burden of this agreement.
12.2 Our right to litigate in either an 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 in respect of any person 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 our law, or (v) under our undertaking in paragraph 9 of these conditions.
13 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 13.

9.4 You authorise us to carry out such processes and tests on the Lot as we in our absolute discretion consider necessary to determine or satisfy ourselves as to its condition.
9.5 If we are satisfied that a Lot is a Forgery we will (as principal) purchase the Lot from you and will transfer the title to the Lot to you in question to us, free from any lien, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 121(1) and 122 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.
10.4 Nothing set out above will be construed as excluding or restricting any person’s liability or excluding or restricting any person’s rights or remedies in respect of (i) fraud, or (ii) personal injury caused by our negligence, or in respect of any person 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 our law, or (v) under our undertaking in paragraph 9 of these conditions.
10 OUR LIABILITY
10.1 We will not be liable whether in negligence, other tort, breach of contract, misrepresentation, free from any lien, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 121(1) and 122 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.
10.2 Our duty to you while the Lot is at your risk and/or your property and in our custody and control is to exercise reasonable care in relation to the Lot or at any time 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 a loss which we should reasonably have caused as a result of it being affected by woodworm;
10.2.2 changes in atmospheric pressure; nor we will 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 for you for doing so.
10.3.1 We will not be liable for any loss of Business, profits, revenue, savings or reputation or for disruption to Business or wasted time on the part of the Buyer’s management or staff if; or you being the Buyer in the Lot is a non-conforming Lot, if unforeseen 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 in any event we will be liable to you in respect of such losses or damages by way of proceedings by or claimed in respect of any negligence, other tort, breach of contract, statutory duty,bailey’s duty, a restitutionary claim or otherwise.
13.2 If 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 the performance of any obligations imposed 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 (or the Buyer’s Premium on that Lot 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 by, or to the extent of any negligence, other tort, breach of contract, statutory duty, Bailey’s duty, a restitutionary claim or otherwise.
You may wish to protect yourself against loss by obtaining insurance.
APPENDIX 3

DEFINITIONS AND GLOSSARY

Where these Definitions and Glossary are incorporated, the following words and phrases used in the Contract otherwise require 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 connection with the Contract are to be paid. The Contractor will be entitled to a visual examination of the Lot before the contract is made.

"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 Rights 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 trades, 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 for the purposes of the Conditions of Business.

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

"Buyer’s Premium" our estimate of the Hammer Price on the rates stated in the Notice to Bidders.

"Catalogue" the Catalogue relating to the relevant Sale, including any representation of the Lots and/or the Buyer’s Agreement. "Catalogue" also includes any additional work undertaken by Bonhams before the contract is made.

"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 Bider 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 of business, trade or profession.

"Contract Form" the original of the 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 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 Lot in the Catalogue which is in capital letters, any photograph (except for the cover) and the contents of any Condition Report to which the Seller undertakes in the Contract of Sale to pass the Lot (if applicable).

"Description" any statement or representation in any way descriptive of the Lot, including any statement or representation relating to its authentication, authenticity, style, period, age, quality, genuine, 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/or illustrations 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 the Costs of Sale, 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 costs, reproductions, registration and transfer fees, taxes, levies, costs of testing, searches or enquiries, preparation of the Lot for storage, charges, removal charges, removal charges or costs of collection at the request of the Seller’s agents or from a defaulting Buyer, plus VAT if applicable.

"Firm" an intention made by the maker or any person other to decease as to authorship, attribution, origin, authenticity, style, date, period, provenance, source or composition, which at the date of the Sale had a materiality 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 Firm for any 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 work by the creator of it as set out in the Artists Resale Rights Regulations 2006.

"Guarantee" the obligation undertaken personally by Bonhams to the Buyer in respect of any Forgery and, in the case of specialist Stamps 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 Fee" means the warranty described in paragraph 12.2 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 shall include, unless the context otherwise requires, any Lot on consignment, consigned by the Seller to Bonhams in respect of the cataloguing of the motor vehicles and in respect of the promotion of sales of motor vehicles.

"New Bond Street" means Bonhams’ salon 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 the range of the average of the high and low Estimates given by us or you to us or in the Catalogue or, if no such Estimates have been given or stated, the Reserve applicable to the Lot.

"Notice to Bidders" the notices printed at the back of 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 the VAT on the Buyer’s Premium and the VAT.

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

"Sale" the auction or Sale at which a Lot is sold for Sale by Bonhams.

"Sale Proceeds" the net amount due to the Seller from the Sale of a Lot including all Expenses and the Seller’s commission thereon, Expenses and any other amount due to us in whatever capacity and however arising.

"Seller" the person who consigned 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 person 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 on the Lot.

"Storage Contract" means the contract described in paragraphs 8.3-8.4 of the Conditions of Business or paragraph 4.4 of the Buyer’s Agreement (as applicable).

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

"Stamp Duty" means any act or threatened act of terrorism, whether any person is acting alone or on behalf of, or in conjunction with, any governmental organisation(s) or governmental(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to, or the threat to, interfere with or disrupt the public or any section of the public into fear.

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

"Withdrawal Notice" the Seller’s written notice to Bonhams revoking the Seller’s 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 either by the creator or as set out in the Artists Resale Rights Regulations 2006.

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

"bazaar": 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.

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

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

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

(2) In a contract of sale, other than one to which subsection (3) below applies, there is also a requirement, subject to any agreement to the contrary, that the goods shall be free,
(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 to 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 the circumstances an intention that the seller should transfer only such title as he or a third person may have.

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

(5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer’s quiet possession of the goods, namely,
(a) the seller;
(b) in the case where the parties to the contract intend that the seller shall 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 any encumbrance disclosed or known to the buyer before the contract is made.

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.

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 consents(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.

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