

Pictures, Works of Art, Silver and Furniture: The property of the late M.H.D. McAlpine

Wednesday 1 May 2013 at 2pm
Oxford





Pictures, Works of Art, Silver and Furniture:

The property of the late M.H.D. McAlpine

Wednesday 1 May 2013 at 11am
Oxford

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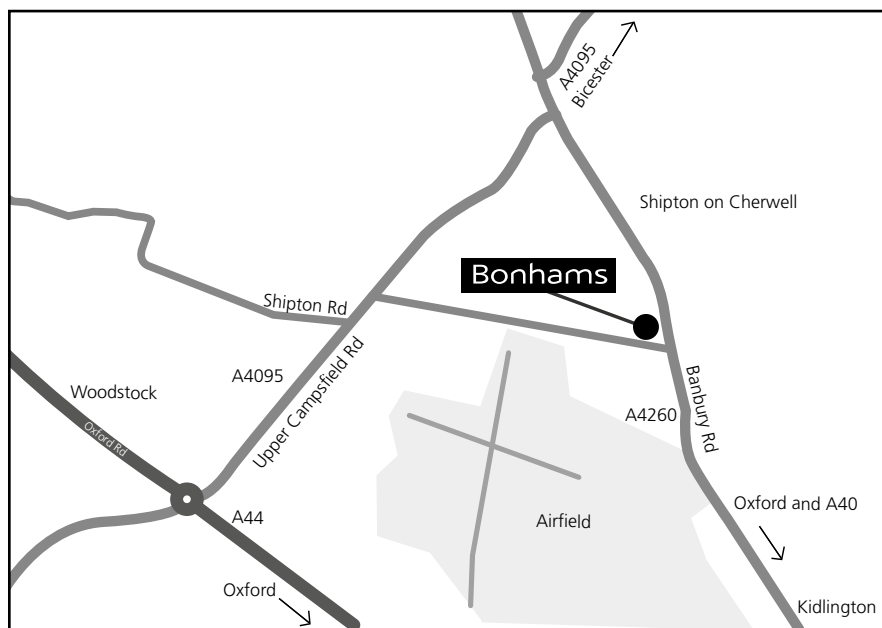
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Condition Reports

We highly recommend that
potential buyers make efforts to
inspect the lots in Oxford in
person, during our public viewing.
We expect that there may be
a large number of condition
enquiries, and the effect will be
that clients submitting long and
elaborate requests are likely to be
dealt with after those with short
and specific requests.

Pictures

1

James Lynwood Palmer (British, 1868-1941)
Portrait of a hunter
signed 'Lynwood Palmer' (lower right)
oil on canvas
81.5 x 76cm (32 1/16 x 29 15/16in).
£2,500 - 3,500

2

English School, early 20th Century
"John Anderson From the Fox Green Street"
oil on canvas
43 x 56.5cm (16 15/16 x 22 1/4in).
£250 - 350

3

Spanish School, 20th Century
Preparing for a ride
indistinctly signed (lower right) and titled (lower left) pencil and watercolour
25 x 35cm (9 13/16 x 13 3/4in).
£100 - 200

4AR

Gerald A. Cooper (British, 1899-1975)
Poppy Plant No 2
signed 'Gerald Cooper' (lower right), signed again and inscribed with title (on the reverse)
oil on canvas
76 x 63cm (29 15/16 x 24 13/16in).
£1,500 - 2,000

5AR

David Shepherd, O.B.E. (British, born 1931)
Highland cattle
signed and numbered in pencil '164/852'
colour lithograph
40.2 x 76cm (15 13/16 x 29 15/16in).
£100 - 150



1



4



6



9

6
Charles Anthony Law (Canadian, 1916-1996)
 March Sun - East Coast of Baffin Island - North West Territory
 signed and dated 'Anthony Law 1970' (lower left), inscribed with title
 and dated again (on the stretcher
 oil on canvas
 91.5 x 102cm (36 x 40 3/16in).
 £800 - 1,200

7
English School, 20th Century
 Boy resting on a beached dinghy
 signed 'A S Ashmole' (lower right) pencil and watercolour
 37 x 27cm (14 9/16 x 10 5/8in).
 £100 - 150

8
George Noseworthy, 20th Century
 'Spout Cove Head' and 'Spout Cove Revisited' (a pair)
 each signed 'Noseworthy' (lower right)
 oil on canvas
 101 x 119cm (39 3/4 x 46 7/8in).
 (2)
 £400 - 600

PROVENANCE:
 with the Gull Gallery, Newfoundland, Canada

9
Lorne Holland Bouchard, R.C.A. (Canadian, 1913-1978)
 Farm at St. Placide
 signed 'Lorne H Bouchard' (lower right), signed again and inscribed with
 title (on the reverse)
 oil on board
 30.2 x 45.5cm (11 7/8 x 17 15/16in).
 £500 - 800

PROVENANCE:
 with Walton Klinkhoff Gallery, Montreal



10

10AR

Charles Anthony Law (Canadian, 1916-1996)
 Arctic Spring, Brevoort Island
 signed and dated 'Anthony Law 1974' (lower left)
 oil on canvas
 90.3 x 102cm (35 9/16 x 40 3/16in).
 £2,000 - 3,000

EXHIBITED:
 Royal Canadian Academy of Arts, 1971

11

Donald Curley (Canadian, born 1940)
 River Bank
 signed 'DONALD/CURLEY' (lower right), signed again, inscribed with title
 and dated 'May/70' (on the reverse)
 oil and acrylic on board
 22.2 x 30cm (8 3/4 x 11 13/16in).
 £100 - 150

12

English School, 20th Century
 Figures on a beach
 oil on canvas
 46 x 56cm (18 1/8 x 22 1/16in).
 £200 - 300

13AR

Andrew Law (British, 1873-1967)
 Still life with summer flowers
 signed 'A.Law' (lower right), signed again 'A.Law' (on the reverse)
 oil on canvas
 76 x 63.5cm (29 15/16 x 25in).
 £600 - 800



13



14

14AR

Godfrey Tonks (British, born 1948)

The Valley of the Dordogne
signed 'TONKS' (lower right)

pastel

66 x 89cm (26 x 35 1/16in).

£400 - 500

PROVENANCE:

with The Medici Gallery, London



16

15AR

Godfrey Tonks (British, born 1948)

Acorn Bank
signed 'Tonks' (lower left)

pastel

74.5 x 59.5cm (29 5/16 x 23 7/16in).

£200 - 300

PROVENANCE:

with The Medici Galleries, London



18

16AR

Godfrey Tonks (British, born 1948)

Valle de Son Marche
signed 'Tonks' (lower left)

pastel

66 x 86cm (26 x 33 7/8in).

£300 - 400

PROVENANCE:

with The Medici Gallery, London



19

17AR

Godfrey Tonks (British, born 1948)

Vineyard, Tuscany
signed 'TONKS' (lower right)

pastel

59.5 x 74.5cm (23 7/16 x 29 5/16in).

£200 - 300

PROVENANCE:

with Medici Gallery, London

18AR

Godfrey Tonks (British, born 1948)

Mediterranean landscape with a town in the distance
signed 'Tonks' (lower right)

pastel

59 x 74.5cm (23 1/4 x 29 5/16in).

£200 - 300

19AR

Godfrey Tonks (British, born 1948)

Mediterranean landscape with a farmhouse in the foreground
signed 'Tonks' (lower right)

pastel

59 x 79cm (74.5 x 31 1/8in).

£200 - 300



20



21

20AR

Frederick Gore C.B.E, R.A (British, 1913-2009)

Continental Landscape

signed 'F.Gore' (lower right), signed again and inscribed with artist's address (on the stretcher)

oil on canvas

71 x 91.4cm (27 15/16 x 36in).

£4,000 - 5,000

21AR

Frederick Gore C.B.E, R.A (British, 1913-2009)

Summer landscape

signed 'Gore' (lower left)

oil on canvas

63.5 x 83.5cm (25 x 32 7/8in).

£4,000 - 5,000



22

22AR

Frederick Gore C.B.E, R.A (British, 1913-2009)

Le Camion Jaune

signed 'F Gore' (lower right), signed again, inscribed and dated 'Frederick Gore 1973/Le Camion Jaune' (on the stretcher)

oil on canvas

73.5 x 92cm (28 15/16 x 36 1/4in).

£2,000 - 3,000

23

English School, 20th Century

Cornflowers

oil on canvas

76.5 x 63cm (30 1/8 x 24 13/16in).

£100 - 200



24

24AR

Jean Cooke RA (British, 1927-2008)

When the Wind Blows my Garden is an Ocean with Waves and Surf and Whirling Things

signed and inscribed with title (on the canvas overlap) oil on canvas

122 x 72cm (48 1/16 x 28 3/8in).

£1,000 - 1,500

EXHIBITED:

London, Royal Academy, 1973

25

Sushila Singh, 20th Century

Trafalgar Square

signed 'Sushila Singh' (lower right)

oil on board

51 x 61cm (20 1/16 x 24in).

£150 - 200



26

PROVENANCE:

with The New Art Centre, London

26AR

Rodney Joseph Burn (British, 1899-1984)

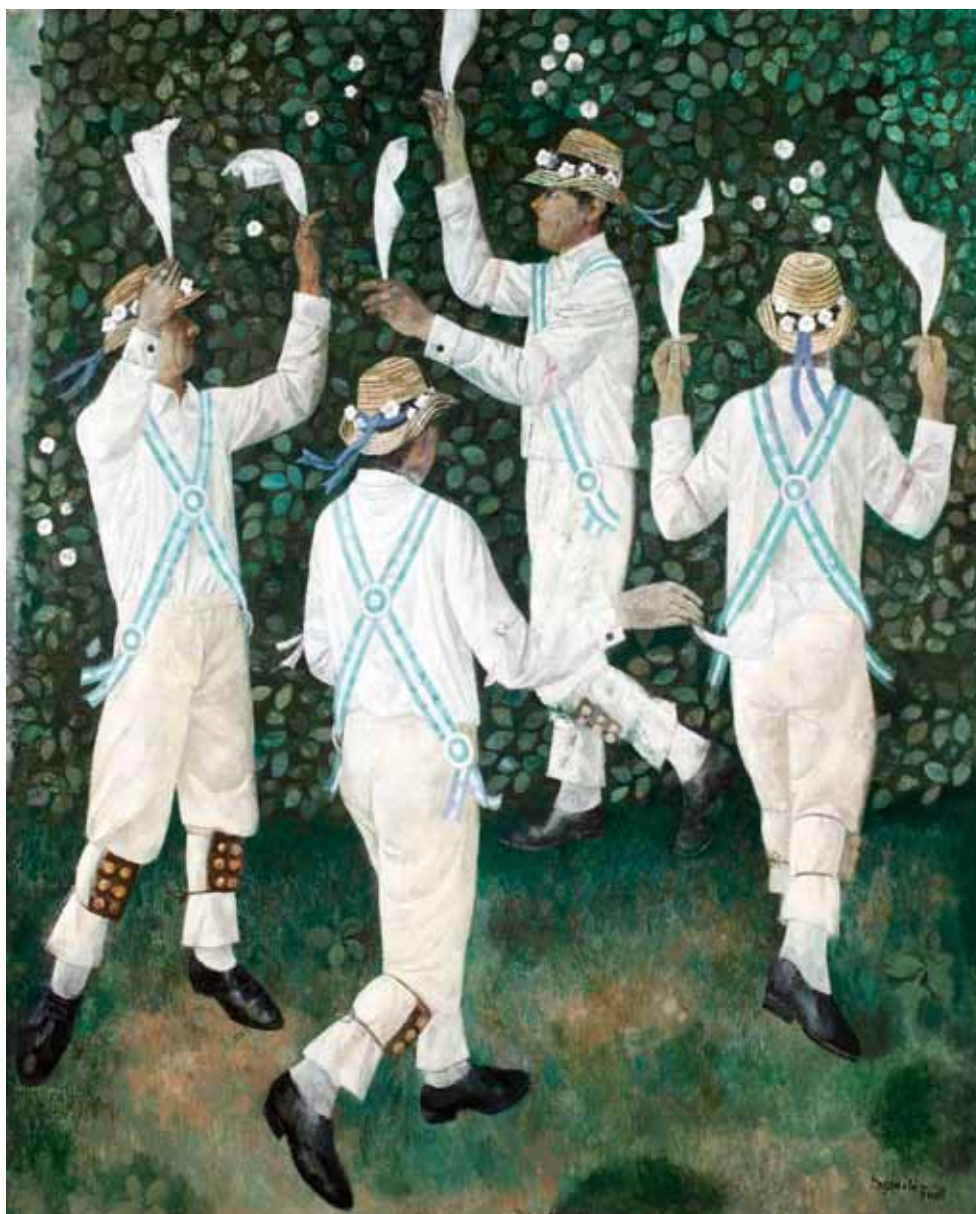
High Tide, Chichester

signed with initials (lower right)

oil on canvas

45.5 x 61cm (17 15/16 x 24in).

£300 - 400



27

27AR

Reginald Brill (British, 1902-1974)

"On with the Dance"

signed 'Reginald Brill' (lower right) oil on canvas laid on board
141 x 116.5cm (55 1/2 x 45 7/8in).

£3,000 - 4,000

EXHIBITED:

London, Royal Academy, 1974

28

Continental School, 20th Century

A forest in snow with a river
indistinctly signed (lower left)
oil on canvas

61 x 76cm (24 x 29 15/16in).

£150 - 200

29AR

Trevor Boyer (British, born 1948)

The Hooded Madagascan

signed and dated 'T.Boyer 85' (lower right) watercolour and gouache
37.5 x 29cm (14 3/4 x 11 7/16in).

£300 - 400

Provenance:

with Linden Artists Ltd., London

30AR

Trevor Boyer (British, born 1948)

Goldeneye

signed and dated 'T.Boyer 85' (lower left)
watercolour and gouache

37.5 x 29cm (14 3/4 x 11 7/16in).

£300 - 400



31

31AR

Gerald Parkinson (born 1926)

Hill Village I; and Hill Village II (a pair)

each signed and dated 'GERALD PARKINSON '69' (lower right), each signed again, titled and dated again (on the reverse)

oil on board

30 x 18cm (11 13/16 x 7 1/16in).

(2)

£600 - 900

32AR

Gerald Parkinson (born 1926)

Mountains and Lake

signed 'GERALD PARKINSON' (lower right), signed again, inscribed with title and dated 1970 (on the reverse)

oil on board

50.5 x 76cm (19 7/8 x 29 15/16in).

£100 - 150

33AR

Gerald Parkinson (born 1926)

Bronte County, Sussex

signed and dated 'Gerald Parkinson 70' (lower left), signed again, inscribed with title and dated again (on the reverse)

oil on board

61 x 101cm (24 x 39 3/4in).

£100 - 200

34AR

Gerald Parkinson (born 1926)

'Cool Morning - Brittany'

signed 'Gerald Parkinson' (lower left), signed again, inscribed and dated 1967' (on the reverse)

oil on board

43 x 60cm (16 15/16 x 23 5/8in).

£300 - 400



31

35

19th Century English School

A gentleman with his favourite hunter in a landscape
oil on canvas

59.5 x 80.5cm (23 7/16 x 31 11/16in).

£400 - 600

36

English School

Shire Horse

bears date and signed 'E.Mitchell 1888' (lower left)

oil on board

46.5 x 62cm (18 5/16 x 24 7/16in).

£100 - 200

37

H. Whittaker Reville (British), 19th Century

Fighting cocks

one signed and dated 'H.R.Breville/1883' (lower right) oil on canvas

30 x 25cm (11 13/16 x 9 13/16in).

(2)

£300 - 400

38

English Primitive School, 19th Century

Portrait of a young lady

oil on canvas

61 x 50.8cm (24 x 20in).

£100 - 150

Provenance:

with The Little Winchester Gallery, London



39

39

Raoul Maucherat de Longpré (French/American, 1843-1911)

Lilac; and Cornflowers, Daisies and other wildflowers (a pair)

each signed 'R.M. de Longpré fit' (lower right)

watercolour and gouache on paper

69 x 52.5cm (27 3/16 x 20 11/16in). oval

(2)

£800 - 1,200

40

English School, 19th century

A pair of portraits of a young girl, identified as one of the daughters of General Pemberton (tondo)

and one other watercolour, and three sepia engravings

pencil and watercolour

14.2 x 14cm (5 9/16 x 5 1/2in).

(6)

£100 - 150

41

Three oval chrysolians depicting flowers

In gilt oval frames

45.5 x 37cm (17 15/16 x 14 9/16in).

(3)

£250 - 350

42

William Nedham (British, ?-1849)

A white horse in a landscape

signed and dated 'W Nedham 1840' (lower right)

oil on canvas

62 x 75cm (24 7/16 x 29 1/2in).

£1,000 - 1,500



39

43

After George Morland, 19th Century

The Flower Gatherer Asleep

oil on canvas

74 x 59cm (29 1/8 x 23 1/4in).

£400 - 600



42



44

44

Johann Frank Kirchbach (British, 1859-1912)

The card players

signed and dated 'Kirchbach/1888' (lower right)

oil on canvas

75 x 100.5cm (29 1/2 x 39 9/16in).

£4,000 - 5,000



46

45

19th Century English School

Genre scene with a mother and children and a man holding his open cap

oil on canvas

61 x 51.5cm (24 x 20 1/4in).

£100 - 150

46

After Gerrit Dou

The Cook and Yours

bears signature (lower right)

oil on panel

58 x 44cm (22 13/16 x 17 5/16in).

£1,500 - 2,000

The present work is after the original in the collection of the
Gemäldegalerie Grossherzog, Schwerin.

47

Five frames of Italian late 19th Century Italian chromolithographs
depicting Bacchanalian processions

8 x 36cm (3 1/8 x 14 3/16in).

(5)

£80 - 120



48

48

David Cox the Younger (British, 1808-1885)

Hay Harvesters

signed and dated 'D.Cox 1852' (lower left) oil on canvas laid on panel

30 x 40.5cm (11 13/16 x 15 15/16in).

£800 - 1,200



49

49
Circle of Pieter Meulener (Antwerp 1602-1654)
 The stag hunt
 oil on canvas
 106.5 x 161cm (41 15/16 x 63 3/8in).
 £4,000 - 6,000

50
Paul Falconer Poole (British, 1807-1879)
 Study of a girl at her toilet by a stream, and another (a pair)
 the first signed and dated 'P.F.Poole/43' (lower left), the second, signed
 with initials (lower right)
 pencil and watercolour
 44 x 32.5cm (17 5/16 x 12 5/8in).
 (2)
 £500 - 700

51
Four 19th Century stipple engravings,
 depicting ladies of fashion, gilt framed
 35 x 25cm (13 3/4 x 9 13/16in).oval
 (4)
 £100 - 150

52
English School, 19th century
 Nestor Productus; and Puffins
 each inscribed (lower left)
 pencil and watercolour heightened with bodycolour
 34.5 x 47cm (13 9/16 x 18 1/2in).
 (2)
 £600 - 900



53



53

53

Manner of Melchior de Hondecoeter, circa 1800

A cockerel with two pigeons in an open landscape; and A chicken with chicks with a landscape beyond (a pair)

oil on canvas

63 x 86.5cm (24 13/16 x 34 1/16in).

(2)

£4,000 - 5,000

54AR

Jack Vettriano OBE Hon LLD (British, born 1951)

Valentine Rose

colour print, signed in pencil (lower right) and numbered 51/275 (lower left), 700 x 560mm. (27 1/2 x 22in.)

£100 - 150



55

55
 William Stewart MacGeorge, RSA (British, 1861-1931)
 'My Lady's Train'
 signed 'W.S. MacGeorge' (lower right)
 oil on canvas
 81 x 119cm (31 7/8 x 46 7/8in).
 £15,000 - 20,000



56

56
James Stuart Park (British, 1862-1933)
 Still life with white blooms
 signed 'Stuart Park' (lower right)
 oil on canvas
 40.6 x 50.8cm (16 x 20in).
 £2,000 - 3,000



57

57
James Stuart Park (British, 1862-1933)
 Lemon Roses
 signed 'Stuart Park' (lower right)
 oil on canvas
 41 x 51cm (16 1/8 x 20 1/16in).
 £1,500 - 2,500

Provenance:
 with The George Street Gallery, Perth, 1991

58
James Stuart Park (British, 1862-1933)
 White roses
 signed 'Stuart Park' (lower right)
 oil on canvas
 51 x 61cm (20 1/16 x 24in)., framed as oval
 £2,000 - 3,000



58



59



60

59

James Stuart Park (British, 1862-1933)

Still life: Pink and Yellow

signed with monogram (upper left)

oil on canvas

45.5 x 76cm (17 15/16 x 29 15/16in).

Painted *circa* 1888 (according to the Fine Art Society label, verso)

£2,000 - 4,000

Provenance:

with The Fine Art Society

with Ewan Mundy Fine Art

60

James Stuart Park (British, 1862-1933)

Pink roses

signed 'Stuart Park' (lower right)

oil on canvas

45.5 x 76cm (17 15/16 x 29 15/16in).

£2,000 - 2,500

Provenance:

with William Hardie, Glasgow



61



63



62

61
James Stuart Park (British, 1862-1933)
 Roses
 indistinctly signed with monogram (upper right)
 oil on canvas
 45.5 x 76cm (17 15/16 x 29 15/16in).
 £2,000 - 3,000

62
Robert McGregor, RSA (British, 1847-1922)
 The Fisher Girl
 signed 'R. McGregor RSA' (lower left)
 oil on canvas
 66 x 46cm (26 x 18 1/8in).
 £2,500 - 3,500

63
James Stuart Park (British, 1862-1933)
 The Rose
 signed with monogram (upper right)
 oil on canvas
 51 x 40.6cm (20 1/16 x 16in).
 £1,000 - 1,500

Ceramics & Glass

64

An Irish cut glass water jug

32cm high, a lidded preserve jar and cover, on pedestal foot and a pair of Irish cut glass preserve dishes and covers, of pail form. (7)

£100 - 200

65

A late 19th Century Royal Worcester part dessert service

Painted with botanical specimens on a pale celadon ground, comprising four various compots and sixteen plates. (20)

£200 - 400

66

A Derby figural salt

Modelled as an Albanian woman with pink headdress, seated beside a scalloped dish, 15cm high.

£100 - 200

67

A Rosenthal figure of a reclining stag

18cm high, and a German porcelain figure of a seated lynx, 15.5cm high. (2)

£100 - 150

68

A pair of Continental porcelain figures of cockatoos

With pink, blue and yellow plumage, 28cm high, and a small Nymphenburg figure of a cockatoo. (3)

£200 - 300

69

A pair of Chinese famille rose baluster vases and covers

Now converted to table lamps, decorated with pomegranites, 33cm high. (2)

£100 - 200

70

A late 18th Century Derby figure

Of a man playing the bagpipes, 22cm high.

£100 - 120

71

Two late 19th Century glass bells

With white swirl decoration, largest 33cm high. (2)

£100 - 120

72

A late 19th Century Continental porcelain vase

Of lidded baluster form, encrusted with flowers, 26cm high.

£200 - 250

73

A late 19th Century Meissen figure group of the Grape Harvester

On gilt heightened Rococo scrolling base, 22cm high.

£400 - 600



65



66



73



74



75



79



77

74
A pair of 20th Century Meissen figures
Depicting a Venetian and companion, cross swords marks, 18cm high.
(2)
£300 - 400

75
A 20th Century Meissen model of a fox
With its prey, 6cm high, and two further similar Meissen models of foxes.
(3)
£100 - 120

76
A Meissen model of a boy feeding ducks
20th Century, and another figure of a female hunter with rifle. 13cm high, (2)
£150 - 180

77
Two Meissen models of seated greyhounds
13cm long, together with a Meissen model of a bluetit and another of a songbird. (4)
£150 - 200

78
A pair of Dresden square pedestal bases
Encrusted with garlands of fruit and flowers, 3cm high x 13cm wide.
£150 - 180

79
A pair of late 19th Century Meissen figural salts
The reclining figures each supporting a florally encrusted dish, 12cm high, (2)
£400 - 500

80
A pair of Samson type figural candlestick bases
With bocage encrusted backgrounds, 17cm high, (2)
£200 - 300



81



83



87



88

81
A late 19th Century Meissen model of a frog
With realistically painted green, yellow and black markings, crossed
swords mark, 7cm high.
£80 - 100

82
A pair of Victorian Staffordshire spaniels
With liver and white markings, 25cm high; two Staffordshire models
of recumbent greyhounds, and a Staffordshire model of a swan, 20cm
high. (5)
£100 - 150

83
A pair of Kangxi famille verte lobed and domed tea kettles
With fixed basket work handles, 17cm high, and a Chinese export
octagonal bowl, decorated with extensive scenes of crabs, fish and birds.
(3)
£400 - 600

84
An early 19th Century Derby garniture of three vases
Each handpainted with a named scene 'In Wales', 20cm high and 16cm
high. (3)
£200 - 400

85
A pair of wrythen glass column table lamps
With gilt metal Corinthian capitals and stepped bases, 53cm high. (2)
£200 - 400

86
A pair of Staffordshire inkwells
Surmounted by recumbent greyhounds, 14cm long, and four other pairs
of various dogs. (10)
£150 - 200

87
A pair of Nymphenburg models of macaws
With brightly coloured plumage, perched upon naturalistic tree stump
bases, 12cm high. (2)
£100 - 150

88
A late Meissen group
Depicting swans and cygnets on a pond, incised G168, cancelled mark,
22cm high.
£350 - 450



89



93



94



95

89

A pair of Nymphenberg models of cockatoos

With pink crestings, perched upon naturalistically painted tree stump bases, moulded with fruits, 33cm high. (2)

£120 - 180

90

A pair of French porcelain figures

Of a drummer and flautist, 25cm high. (2)

£100 - 200

91

Two Derby models of sheep

Moulded with bocage; a Meissen group of a man carrying off a maiden, 18cm high, and two other small ornaments. (4)

£100 - 200

92

A pair of Chinese famille rose jardinières

20th Century

Painted with peonies and baskets, 37cm diameter. (2)

£100 - 200

93

Two Meissen figure groups, 20th Century

Depicting a Chinese family group and a gondolier, crossed swords marks 16cm and 15cm high respectively. (2)

£300 - 500

94

A pair of Meissen models of lemon trees in cache pots

20th Century

With mask decoration, crossed swords marks, incised and impressed numerals, 18cm high. (2)

£200 - 400

95

A pair of early 20th Century Nymphenburg figure groups

Depicting Africans holding fruit, seated beside lidded baskets, 15cm high. (2)

£220 - 280



96

96
A Nymphenburg model of a parrot
Perched upon a flowering tree stump, 32cm high.
£100 - 200

97
A pair of Chinese famille rose vases
Converted to table lamps, of cylindrical hexagonal section, 27.5cm high;
five various Chinese bowls, and a small Chinese blue and white vase. (8)
£100 - 200

98
A pair of French biscuit groups of Marly horses
after Cousteau
46cm high. (2)
£250 - 350

99
A pair of modern Meissen models of Arab stallions
With their handlers, 28cm high. (2)
£220 - 280

100
A Nymphenburg white glazed model of an elephant
Standing four square, 24cm high.
£100 - 150

101
A pair of Continental porcelain figures
In the Derby style, emblematic of Winter and Summer, 19cm high. (2)
£220 - 280

102
Two late 19th Century Derby figures,
In the Meissen style, of gentlemen and female companion, crossed
swords marks, 19cm high. (2)
£100 - 150



98



101

103
A Meissen type model of two yellow birds on a nest
On gilt metal mounted rococo scrolling base. 13cm high.
£100 - 200

104
A pair of Meissen models of hoopes
Each on naturalistically moulded tree stump base, 32cm high. (2)
£300 - 500



105



108



110

105

Two late 19th Century cranberry glass bells
With striated white decoration, 30cm high. (2)
£100 - 120

106

A 19th Century Coalbrookdale style basket
Encrusted with flowers, 16cm high, and a 19th
Century Staffordshire florally painted mug. (2)
£100 - 200

107

A pair of Sevres porcelain plates
Painted with sprigs of flowers within gilt
heightened turquoise borders, 24cm diameter,
(2)
£250 - 350

108

A pair of Meissen models of cockatoos
20th Century
With orange and white plumage, perched on
naturalistically modelled tree stumps, 25cm
high. (2)
£200 - 400

109

A Royal Copenhagen model of an owl
No. 1331, on pine cone moulded base, 35cm
high.
£120 - 180

110

A pair of late 19th Century Meissen models
of macaws
With typical bright green, red and blue
plumage, on naturalistically modelled tree
stump bases, crossed swords marks,
[cancelled marks] 42cm high. (2)
£600 - 800

111

A Bloor Derby tankard
Hand painted with a scene, 'In Wales' 11cm
high, and a pair of Derby campana vases,
painted with named scenes 'In Cumberland'
and 'In Westmorland', 17cm high. (2)
£100 - 200

112

Two Rockingham figure groups
Of a shepherd and shepherdess, impressed
marks, 16cm high. (2)
£100 - 200

113

A pair of Staffordshire spill vases
Modelled as a ram and a ewe, 19cm high, and
another similar of a stag. (3)
£100 - 200

114

A modern Limoges square flower vase,
Retailed by Asprey & Garrard, 17cm high and
a pair of pottery pinecone finials on square
pedestal bases, 46cm high. (3)
£100 - 150

115

A Chinese famille rose two handled pail
Of ribbed, cylindrical form, painted with exotic
birds, peonies and script, 16cm diameter.
£100 - 150

116

A Coalbrookdale type two handled vase
and cover
Encrusted with flowers, 14cm high, and a
Dresden florally painted scallop dish. (2)
£80 - 120

117

A Rudolstadt Volkstedt porcelain model of
a cockatoo
With mauve plumage, 40cm high.
£100 - 150

118

A Kosta glass sculpture of an iceberg
Intaglio engraved with a polar bear and cub,
by V. Lindstrand, no. 90013, 17.5cm high,
together with a nailsea type mottled glass bell.
(2)
£80 - 120

119

An early 20th Century heavily cut glass,
lidded pedestal urn
With hobnail cut decoration, on square
pedestal base, 41cm high.
£200 - 400

120

A Spode Colonel pattern blue and white
part dinner and coffee service
approximately 90 pieces.
£150 - 200

121

A Haviland Limoges part dinner service
Of Louveciennes pattern, approximately 120
pieces.
£200 - 400

122

A Continental porcelain inkwell
Of tripart form, with cover, 13cm high, a
dresden pierce decorated dish, and a Kaiser
bisque limited edition group of a bear and cub.
(3)
£80 - 120

123

Five Victorian cranberry glass bells
With wrythen clear glass handles, largest 37cm
high. (5)
£200 - 300



117



119



123



124

124

Seven assorted coloured glass bells
To include an amethyst tinted example with
striated white handle, two cranberry and white
striated, and four others, various sizes. (7)
£200 - 300



125



129



130



131

125

A Dresden twin handled ecuelle, cover and stand

Painted with panels of figures on a blue ground, 'AR' marks, and a similar puce ground cup & saucer. (5)

£100 - 150

126

A Nankin Cargo blue and white tea bowl and saucer

Painted with a river landscape. (2)

£100 - 150

127

A reproduction cordial glass, 20th Century

Engraved with a view of King William on horseback, 16cm high.

£100 - 200

128

A set of four cut glass tazzae

The shaped rims with hobnail and slice cut decoration, on square bases, 15cm high. (4)

£300 - 400

129

Four Royal Worcester figures

From the Countries of the World Series, 17cm high. (4)

£300 - 500

130

Four Meissen knife rests

Modelled as recumbent pug dogs, on variously decorated rectangular plinth bases. 19cm long. (4)

£300 - 400

131

A pair of late 19th Century Meissen blue and white porcelain sweetmeat dishes

Each modelled as a figure flanked by two scalloped bowls, 17cm high. (2)

£500 - 800

132

A late 19th Century Parian figure

Of a scantily clad maiden, a sea shell and waves at her feet, indistinctly stamped "Bell", 39cm high

£100 - 200

133

A pair of knopped and faceted glass table lustres

With faceted spear drops, 23cm high. (2)

£150 - 200

134

A Meissen model of a recumbent stag

20th Century

On gilt heightened rococo base, 12cm high.

£150 - 200

135

An 18th Century Chinese famille verte baluster vase

Converted to a table lamp, painted with exotic birds and flowering foliage, 37cm high.

£100 - 200

136

A Bohemian ruby overlaid glass decanter and stopper

Wheel cut with deer in a landscape, 37cm high, a cut glass bee-hive shaped honey jar and cover, a chamberstick, a jug and two oval dishes. (8)

£80 - 120

137

A Daum cut glass vase

On circular pedestal foot, inscribed with family names, 24cm high

£100 - 150

138

A pair of twin branch cut glass table lustres

With fleur de lys finials, on waisted hexagonal columns and petal bases, with faceted spear drops, 50cm high. (2)

£300 - 400

Silver, Plate & Works of Art

139

A George IV silver goblet

London 1825,

maker possibly William Fern, inscribed 'The Cullum Perpetual Challenge Cup', 11.5ozs, 15cm high.

£150 - 200

140

A quantity of assorted silver condiments, to include four salts

Sheffield 1967

four pepperettes and four mustard pots, on paw feet, Sheffield 1967 and 1968. (12).

£300 - 500

141

A Victorian silver rosebowl

Sheffield 1890,

with swag decoration and gadrooned base, inscribed 'Perpetual Challenge Bowl for the best animal exhibited in the cattle class', 31ozs, 18cm high.

£400 - 600



141



142

142

A silver five piece tea service

London 1923-24

of octagonal baluster shape comprising a spirit kettle on stand/burner, a tea pot, a hot water pot, a cream jug and a sugar bowl, 137ozs all in (5).

143

A silver model of a teddy bear

London 1987,

5.5cm high; a silver capstan inkwell, Birmingham 1928; a small silver ashtray with engraved facsimile signatures, Birmingham 1942, 9cm diameter, and nine assorted salt spoons. (12)

£200 - 300

144

A pair of silver pepper mills

London 1998,

and a pair of silver open table salts on three short stepped hoof feet, London 1914. (4)

£200 - 300



156



145

145
A pair of early Victorian Sheffield plate four-branch candelabra
49cm high,
With embossed foliate decoration. (2)
£300 - 500

146
A silver cream jug
Birmingham 1929;
a silver bon bon basket, Sheffield 1897; a silver gilt coaster, London 1993, engraved M & S, weight 11.5oz. (3)
£50 - 70

147
A silver rat's tail pattern part canteen of flatware
by Liberty and Co,
Monogrammed 'M', Sheffield 1902, 167ozs. (31).
£1,500 - 2,000

148
A modern silver salver
London 1984,
18ozs, 25cm diameter; and two silver cigarette boxes, both London 1902. (3).
£200 - 250

149
A pair of silver bonbon dishes
By Goldsmiths and Silversmiths Co. Ltd
with pierced borders, London 1903, 18ozs. (2).
£250 - 300

150
A silver sugar caster
Sheffield 1899,
with repousse acanthus leaf and pierced decoration, 9ozs, 20cm high.
£200 - 250

151
A large oval silver bon-bon dish
London 1896,
With pierced and embossed C-scroll decoration, 15ozs, 20cm.
£250 - 300

152
A silver bonbon dish
Sheffield 1895
9.5ozs, and two smaller, Birmingham 1903 and Birmingham 1902. (3).
£100 - 150

153
A George III silver sauce boat
London 1768
8ozs, and another silver cream jug, Chester date letter obscured. (2).
£100 - 200

154
A pair of silver four division toast racks
Sheffield 1949
and another, Sheffield 1909, total weight 5ozs. (3).
£80 - 100

155
A silver salver
Sheffield 1956,
with moulded border, and three short stepped feet, 20ozs, 26cm diameter.
£200 - 250

156
A pair of Victorian silver entree dishes and covers
Sheffield 1894,
with reeded borders and embossed with scrolls, makers Harrison Brothers & Howson, 100ozs, 27cm. (2).
£1,000 - 1,500



158

157

A late Victorian silver coffee pot and a matching hot water pot

London 1899

by Elkington & Co, both decorated extensively with repousse exterior genre scenes after Teniers, 38ozs, 22 and 23cm high. (2).

£400 - 600

158

A late Victorian silver two handled pedestal cup

Birmingham 1894,

With acanthus moulded handles, embossed classical frieze of Romans, centaurians and genre, tongue and dart border to base, by Elkington & Co Ltd, 107 ozs, 32cm high.

£2,000 - 3,000



157

159

A silver Christening tankard

London 1829,

decorated with reeded bands and "inscribed Malcolm H D McAlpine", 4ozs.

£100 - 150

160

A pair of silver gilt octagonal bon bon dishes

Birmingham 1952,

on four short feet, 12.5cm wide, together with a similar silver gilt pedestal dish, 10ozs (3).

£200 - 300

161

A silver candle snuffer

London 1994,

with turned wooden handle, and wrythen finial, 33cm long.

£100 - 150

162

A silver scalloped edge salver

London 1929,

on four hoof feet, 36ozs, diameter 34cm.

£500 - 600



159



163

163
A silver rectangular two-handled tray
Sheffield 1924,
 with reeded shaped border, inscribed to Malcomn Hugh Dees McAlpine,
 from the staff of Sir Robert McAlpine & Sons on the occasion of his
 marriage, 24th February 1944, 157 ozs, 62 x 45cm.
£1,500 - 2,000

164
Chinese School
 A pair of florally painted pith pictures, 20th Century
 19 x 28cm. (2)
£200 - 300



170

165
A bronze water spout
 Modelled in the form of a dolphin, 54cm high.
£300 - 500

166
Chinese School
 A reverse glass painting depicting a courtesan, 29 x 33cm.
£150 - 200

167
A late 19th Century Continental marble figure
 Of a female lute player, on socle base, 56cm high.
£70 - 90

168
A Victorian brass corkscrew
 With bone handle, by Robert Jones & Son, Birmingham, reg. no. 423,
 8th October 1840; and another brass corkscrew. (2)
£150 - 200

169
A set of brass andirons
 Of classical form, 25cm high, three brass fire irons, a gilt metal spark
 guard with scrolled acanthus feet, 86cm high, and a Persian sword. (7)
£300 - 400

170
A pair of French gilt metal twin-branch three-light candelabra
 In the Empire style, with quiver of arrows columns, on square alabaster
 bases,
 35cm high. (2)
£200



171



172



173

171

A brass telescope

In fitted case, by Clarksons, 11th BDA 4th Division Burford Western Expeditionary Force.

83cm long

£150 - 250

172

A late 19th Century French brass carriage clock

With stylised bamboo frame, repeater action with alarm.

£300 - 400

Furniture

173

An 18th Century North Italian walnut and crossbanded commode, With quarter veneered top above three long drawers. on square tapering legs, 118cm wide.

£1,200 - 1,500

174

A Regency mahogany 'D' shaped fold-over tea table,

With dummy frieze drawer, on stepped sabre legs and brass capped castors, 92cm wide

£200 - 400



175

175

A pair of carved and white painted pine console tables

In the 18th Century manner

The pink marble tops above vitruvian scrolled friezes, and each supported by an ostrich and tree branches, 130cm wide (2)

£1,500 - 2,000

176

A George III mahogany oval pembroke table

With line inlaid stringing, single end drawer, on square tapering legs, 75cm wide.

£150 - 250

177

A French Empire Revival mahogany commode

With black marble slab top above four drawers flanked by semi-circular pilasters, on turned feet, 130cm wide.

£700 - 900

178

A French Empire fruitwood commode

With three drawers flanked by tapering pilasters, on square section feet, 128cm wide.

£500 - 700

179

A pair of Louis XV style cream painted fauteuils

On cabriole legs. (2)

£200 - 300

180

A set of six George III mahogany dining chairs

With reeded rail backs, on square tapering legs. (6)

£250 - 350

181

A late 18th Century provincial French fruitwood side table

With frieze drawer, on square tapering legs, 80cm wide.

£300 - 400

182

A George IV mahogany bow front chest of three long drawers

Flanked by reeded pilasters and turned feet, 105cm wide.

£300 - 500



177



178



183



186



185

183

A Louis XVI style petit commode

With marble slab top above two drawers, on cylindrical tapering legs,
78cm wide x 44cm deep

£200 - 400

184

A Victorian papier mâché tray top occasional table

On later stand, 80cm wide, a similar table and a further plain example.
(3)

£200 - 300

185

A pair of early 20th Century inlaid mahogany demi lune side tables

Decorated in the Adam style, on square tapering legs and spade feet,
120cm wide. (2)

£1,500 - 2,000

186Y

A Regency rosewood and brass inlaid sofa table

By Edwards and Roberts, fitted with two frieze drawers, on plain end supports and splayed legs with brass capped castors, 160cm.

£300 - 500



187



190



192



193

187

A Louis XV style fruitwood commode

With three drawers, panelled ends, on scrolled feet, 108cm wide.

£300 - 400

188

A pair of Louis XV style painted two-tier bedside tables

With mirror plate tops, 54cm wide, a similar low cupboard and a painted bowfront chest of drawers. (4)

£300 - 500

189

A Chippendale style mahogany serving table

On plain inner chamfered legs, 120cm wide; and a pair of similar smaller tables. (3)

£300 - 500

190

A George III mahogany bow front chest

Of three short drawers, on swept bracket feet 82cm wide

£200 - 300

191Y

A George IV rosewood pembroke table

The crossbanding with painted floral decoration, on square tapering legs and brass capped castors, 75cm long

£200 - 400

192

A Regency walnut framed stool

On 'X' shaped end supports and an assortment of various dining chairs. (parcel)

£200 - 400

193

A 19th Century French mahogany fold-over card table

On 'X' end supports, 56cm wide.

£150 - 200



198



199

194^Y

A Regency rosewood and brass inlaid fold-over card table
On turned column and sabre legs, 90cm wide x 46cm deep
£250 - 350

195

An early 19th Century mahogany bow front chest
Of two short and three long drawers, on swept bracket feet 107cm wide
£200 - 400

196

A George III mahogany sofa table
With two frieze drawers, on turned column and reeded quadruple support 145cm
£300 - 500

197

A George III style mahogany tray-top night table
On plain supports, 58cm
£200 - 300

198

A George III mahogany dressing chest
With brushing slide above four long graduated drawers, on bracket feet,
80cm wide
£500 - 700

199

A George III mahogany dressing chest
With brushing slide above four long graduated drawers with brass
handles, on bracket feet, 79cm wide
£500 - 700

200

A late 19th Century Adam style mahogany bergere
With carved frame on turned fluted legs.
£300 - 500



200

201

A late 19th Century faux rosewood occasional table
With shaped apron, on slender cabriole legs 57cm square
£200 - 300

202

A 19th Century mahogany elbow chair
With neo-classical style splat.
£200 - 300



203



209

203
A set of twelve Chippendale style mahogany dining chairs
With pierced ribbon splats, on moulded square section legs (10 + 2
carvers)
£1,000 - 1,500

204
A 19th Century mahogany bow fronted chest
Of three short and two long drawers, on swept bracket feet, 82cm wide
£200 - 300

205
A George IV mahogany two-door chiffonier
Fitted with two drawers above cupboard base flanked by reeded
pillasters on turned feet, 69cm wide x 94cm high
£300 - 500

206
A 19th Century mahogany chest
Of three long drawers, with lion mask ring handles, on bracket feet,
77cm wide
£200 - 300

207
A 19th Century mahogany chest
Of two short and three long drawers, on swept bracket feet, 90cm wide
£200 - 300

208
A 19th Century mahogany drop-leaf Pembroke table
On square tapered legs 89cm wide
£100 - 150

209^Y
A Regency rosewood and brass inlaid fold-over card table
On wrythen turned column, sabre legs and brass paw castors, 92cm
wide.
£250 - 350

210^Y
A Regency rosewood and brass inlaid drop leaf pembroke table
With single end drawer, on octagonal column and sabre legs, 92 x
102cm.
£150 - 250



212



213

211

A mid-19th Century mahogany bowfront chest

Of two short and two long drawers, on swept bracket feet, 86cm wide.

£200 - 300

212

A pair of carved giltwood oval wall mirrors

With scrolled open work frames, 86 x 70cm. (2)

£200 - 300

213Y

A Regency rosewood and brass inlaid sofa table

With two frieze drawers, on quadruple column support and sabre legs with foliate copper castors, 57 x 150cm (open).

£300 - 500

214

A pair of Louis XV style carved beech framed fauteuils

On cabriole legs (2)

£200 - 300

215

A George III mahogany serpentine chest

Of four long drawers, on swept bracket feet, 97cm wide.

£400 - 600



214



215



216



217



219

216

A 19th Century marble jardiniere stand

With bronzed mounts, on octagonal plinth base, 110cm high

£600 - 800

217Y

A Regency satinwood and rosewood, crossbanded hall table

The top inlaid with roundels and wreath motifs, two frieze drawers, on brass inlaid square tapering legs, 135 x 68cm.

£1,500 - 2,000

218

An 18th Century style mahogany drop-leaf oval dining table

On four chamfered square section legs, 186cm wide x 165cm (open)

£300 - 400

219

A George III mahogany serpentine chest

Of four long drawers with original gilt brass handles, on swept bracket feet, 118cm wide

£1,000 - 1,500

220

A set of six 18th Century style Dutch elm dining chairs

With solid splat backs, on cabriole legs. (6)

£200 - 400



221



223



225

221

A William IV mahogany scroll-end stool/window seat

On turned fluted legs, and a bidet (2)

£300 - 500

222Y

A George IV rosewood three-tier rectangular whatnot

45cm x 100cm and an oak four divisional Canterbury with base drawer.

(2)

£200 - 300

223

A pair of Louis XV style carved beech framed fauteuils

On cabriole legs. (2)

£200 - 300

224

A Victorian carved walnut framed rectangular drawing room stool

On carved cabriole legs, 100 x 50cm.

£200 - 400

225

A Victorian walnut and Tunbridgeware inlaid jardiniere table

With detachable tray top, on lyre end supports, 48cm wide.

£250 - 350

226

A pair of Louis XV style carved walnut and parcel gilt stools

With padded seats, on cabriole legs, 46cm (2)

£200 - 400



226



227



236



237

227^Y

A pair of reproduction rosewood and satinwood, crossbanded, three tier whatnots

On ring turned supports, 50cm wide. (2)

£100 - 200

228

A reproduction walnut sofa table

With frieze drawers and shaped end supports, on castors, 155cm wide

£300 - 400

229

A George III mahogany, satinwood and harewood crossbanded bow front chest

Of two short and three long drawers, on swept bracket feet 90cm wide

£400 - 500

230

A George III mahogany chest

Of two short and two long drawers, on swept bracket feet, 91cm wide.

£200 - 300

231

A 19th Century mahogany drop-leaf work table

On ring turned legs and a two tier corner wash-stand. (2)

£200 - 300

232^Y

A William IV rosewood occasional table

With rectangular top, on turned column and tripod support, 61cm wide.

£200 - 300

233

A mid-19th Century mahogany drop-flap work table

With two drawers, on ring turned legs, 50 x 73cm (open) and a 19th Century pembroke table, on turned legs, 76cm wide. (2)

£200 - 300

234

A George III mahogany bow front side cupboard

With two drawers, on swept bracket feet, 94cm wide.

£200 - 300

235

A pair of cherry wood two-tier, tray top, rectangular lamp tables

On plain supports, 60 x 50cm.

£250 - 350

236

A small mahogany hexafoil writing table, 19th/20th Century

With inset leather top and frieze drawers, on concave supports united by an undertier, 60cm diameter.

£100 - 150

237

A Chinese hardwood square topped urn stand

With pierced frieze, on plain supports, 36cm square.

£150 - 250



240

238

A George IV mahogany Pembroke table

With end drawer, and tapered supports, 90cm long

£200 - 300

239

An early 19th Century mahogany bow front chest

Of two short and two long drawers, on swept bracket feet, 106cm wide.

£200 - 300

240

An 18th Century Italian walnut veneered serpentine commode

With three drawers, inlaid with stylised star burst motifs, on cabriole legs, 125cm wide.

£1,000 - 1,500

241

A George III mahogany bow front chest

Of four long drawers, on swept bracket feet, 100cm wide.

£200 - 400

242

A pair of walnut framed, button back upholstered armchairs

On sabre legs. (2)

£80 - 120

243^Y

A Regency rosewood rectangular window seat

On elongated 'C' scroll supports, 100 x 40cm.

£200 - 400

244^Y

A Regency rosewood circular, dish top, occasional table

On turned column, with triform base and scrolled feet, 49cm diameter and a mahogany rectangular topped tripod table, on scrolled legs, 45 x 40cm. (2)

£200 - 300



242



243



245

245Y

A Regency style brass inlaid rosewood double sided dwarf library open bookcase

With inset green leather top, above three tier open shelves, applied brass lattice end panels flanked by turned pilasters on gilded bun feet, *119cm wide x 78cm high.*

£1,000 - 1,500

246

A George III mahogany serpentine chest

Of two short and two long drawers, on swept bracket feet, *110cm wide.*

£250 - 350

247

A pair of Louis XVI style mahogany circular, two tier gueridon

On octagonal tapering legs, 60cm diameter and two ebonised occasional tables. (4)

£200 - 400

248

A pair of Edwardian mahogany elbow chairs

On square tapering legs and a pair of Louis XV style bergeres. (4)

£200 - 300

249

A pair of Victorian wall mirrors

With painted floral decoration, 90 x 50cm and a carved giltwood framed rectangular wall mirror, *100 x 80cm.* (3)

£150 - 250



246



250

250

A late 18th Century carved giltwood console table

With grey and yellow veined marble slab top of serpentine outline, with pierced foliate carved rococo frieze, on cabriole legs, 126cm wide.

£1,500 - 2,000

251

A George III mahogany oval breakfast table

On turned column and reeded tripod support with brass capped castors, 152cm x 120cm.

£400 - 500

252

A George III mahogany bow front, two tiered corner side table

90cm wide, and a commode chest (converted) (2)

£200 - 300

End of sale

NOTICE TO BIDDERS

This notice is addressed by *Bonhams* to any person who may be interested in a *Lot*, including *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 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*. 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. They may not reveal the true condition of the *Lot*. A photograph or illustration may not reflect an accurate reproduction of the colour(s) 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 parts 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. *Lots* can in fact sell for *Hammer Prices* below and above the *Estimate*. Any *Estimate* 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 for a *Condition Report* on its physical condition from *Bonhams*. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of 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. Nor does the *Seller* owe or agree to owe you as a *Bidder* 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. However, any written *Description* of the physical condition of the *Lot* contained in a *Condition Report* will form part of the *Contractual Description* of the *Lot* under which it is sold to any *Buyer*.

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 do reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for *Sale* in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested in is put up for *Sale*. We have complete discretion 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 equalling 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 normally 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

We do not accept bids from any person who has not completed and delivered to us one of our *Bidding Forms*, either our *Bidder* Registration Form, *Absentee Bidding Form* or Telephone *Bidding Form*. You will be asked for proof of identity, residence and references, which, when asked for, you must supply if your bids are to be accepted by us. Please bring your passport, driving licence (or similar photographic proof of identity) and proof of address. We may request a deposit from you before allowing you to bid. We may refuse entry to a *Sale* to any person even if that person has completed a *Bidding Form*.

Bidding in person

You should come to our *Bidder* registration desk at the *Sale* venue and fill out a *Bidder* Registration 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 (only available on lots with a low estimate greater than £400)

If you wish to bid at the *Sale* by telephone, please complete a Telephone *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 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*. 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.

Bidding through an agent

Bids will be accepted as placed on behalf of the person named as the principal on the *Bidding Form* although we may refuse to accept bids from an agent on behalf of a principal and will require written confirmation from the principal confirming the agent’s authority to bid. 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 or the identity of his principal) 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. Subject to the above, please let us know if you are acting on behalf of another person when bidding for *Lots* at the *Sale*.

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.

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*. 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*. You should be alert to this possibility of changes and ask if there have been any.

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

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

25% up to £25,000 of the <i>Hammer Price</i>
20% from £25,001 of the <i>Hammer Price</i>
12% from £500,001 of the <i>Hammer Price</i>

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 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*. Unless agreed by us in advance payments made by anyone other than the registered *Buyer* will not be accepted. Payment will have to be by one of the following methods (all cheques should be made payable to Bonhams 1793 Limited). *Bonhams* reserves the right to vary the terms of payment at any time.

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;

Bankers draft/building society cheque: if you can provide suitable proof of identity and we are satisfied as to the genuineness of the draft or cheque, we will allow you to collect your purchases immediately;

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes, coins or travellers cheques 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, notes or travellers cheques;

Sterling travellers cheques: you may pay for *Lots* purchased by you at this *Sale* with travellers cheques, provided the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £3,000. We will need to see your passport if you wish to pay using travellers cheques;

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

Bank: National Westminster Bank Plc
Address: PO Box 4RY
250 Regent Street
London W1A 4RY
Account Name: Bonhams 1793 Limited Trust Account
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.

Debit cards: there is no additional charge for purchases made with personal debit cards, issued by a UK bank. Debit cards issued by an overseas bank, deferred and company debit cards and all credit cards will be subject to a 3% surcharge;

Union Pay cards: these are now accepted at our Knightsbridge and New Bond Street offices, when presented in person by the card holder. These cards are subject to a 3% surcharge.

Credit cards: Visa and Mastercard only. Please note there is a 3% surcharge on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

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

Please refer all enquiries to our shipping department on:
Tel: +44 (0)20 8963 2850/2852 Fax: +44 (0)20 8963 2805
Email: shipping@bonhams.com

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 licencing 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 Licencing
Floor 1, Zone 17, Temple Quay House
2 The Square, Temple Quay
BRISTOL BS1 6EB
Tel: +44 (0) 117 372 8774

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 10 of the *Buyers Agreement*. Please note that *Lots* comprising printed *Books*, unframed maps and bound manuscripts are not liable to VAT on the *Buyer's Premium*.

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

The term "proof exemption" indicates that a firearm has been examined at a Proof House, but not proved, as either (a) 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 "o" 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

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

~ Ruby and Jadeite

Ruby and jadeite gemstones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US and it is the *Buyer's* responsibility to obtain all relevant and required export/import licences, certificates and documentation before shipping. Failure by the *Buyer* to successfully import goods into the US does not constitute grounds for non payment or cancellation of *Sale*. *Bonhams* will not be responsible for any additional costs in this regard howsoever incurred.

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 detail, as far as practicable, recorded 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 and VAT is payable by the purchaser, at the standard rate, on the *Hammer Price*, unless the wines are to remain under Bond. *Buyers* requiring their wine to remain in Bond must notify *Bonhams* at the time of the *Sale*. 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 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.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- 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.

•, †, *, 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

CONTRACT FOR SALE

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

2 SELLER'S UNDERTAKINGS

- 2.1 The *Seller* undertakes to you that:
- 2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
- 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*;
- 2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot* and that the *Sale* conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);
- 2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;
- 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, 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* and the contents of any *Condition Report* which has been provided to the *Buyer*.

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 that part of the *Entry* in the *Catalogue* which is not printed in bold letters, which 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 made by or on behalf of the *Seller* including by *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 when it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*. 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* after 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 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*.

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 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 *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*.
- 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 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.
- 7.4 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*.
- 7.5 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		all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.		waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9	THE SELLER'S LIABILITY	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> 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.
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .		
8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> 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 <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (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.
8.1.3	to retain possession of the <i>Lot</i> ;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,		
8.1.4	to remove and store the <i>Lot</i> at your expense;	9.3.1	the <i>Seller</i> 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 <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.5	If any term or any part of any term of the <i>Contract for Sale</i> 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.
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;			10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
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;	9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> 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;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , 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 <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> 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.	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;			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.
8.1.9	to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and	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 <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> 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.	10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> 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 <i>Seller</i> or to <i>Bonhams</i> by you.			10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> 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 <i>Seller</i> becomes liable to pay the same until payment by you.	10	MISCELLANEOUS	10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> 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.
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		
		10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express		

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

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.

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 *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*;

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

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*, 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*.

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, 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 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 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	Only on the payment of the <i>Purchase Price</i> to us will title in the <i>Lot</i> pass to you. However under the <i>Contract for Sale</i> , the risk in the <i>Lot</i> passed to you when it was knocked down to you.	7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (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.
6.2	You are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i> .		9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and
7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS		9.2.3 within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.
7.1.1	to terminate this agreement immediately for your breach of contract;	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 <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.
7.1.2	to retain possession of the <i>Lot</i> ;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> 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:
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or
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;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) 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 <i>Lot</i> or part thereof;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
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 <i>Sale</i>) until all sums due to us have been paid in full;	8.2	The discretion referred to in paragraph 8.1:
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;	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , 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
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , 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 <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	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.
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	9	FORGERIES
		9.1	We undertake a personal responsibility for any <i>Forgery</i> 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 <i>Lot</i> and that invoice has been paid; and
		9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
		9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> 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 <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> 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 <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
		9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> 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 <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
		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 <i>Lot</i> , all rights and benefits under this paragraph will cease.
		9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
		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 <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
		10.2	Our duty to you while the <i>Lot</i> 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 <i>Lot</i> or to other persons or things caused by:
		10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> 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 MISCELLANEOUS

- 11.1 You may not assign either the benefit or burden of this agreement.
- 11.2 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.
- 11.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control 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.

- 11.4 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.
- 11.5 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.
- 11.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.
- 11.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 11.8 In this agreement "including" means "including, without limitation".
- 11.9 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.
- 11.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 11.11 Save as expressly provided in paragraph 11.12 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.
- 11.12 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.

12 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

"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" a person who has 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*.

“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.

“Trust Account” the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid, such account to be a distinct and separate account to *Bonhams’* normal business bank account.

“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 “indemnify” is construed accordingly.

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

“Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that-
 - (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
 - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.

- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer’s quiet possession of the goods, namely:
 - (a) the seller;
 - (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
 - (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (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.”

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Football Sporting Memorabilia

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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)

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.

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Clients are requested to provide photographic proof of ID - passport, driving licence, ID card, together with proof of address - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, 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. For higher value lots you may also be asked to provide a bank reference.

If successful

I will collect the purchases myself ☐

Please contact me with a shipping quote (if applicable) ☐

Sale title: Pictures, Works of Art, Silver and Furniture: The property of the late M.H.D. McAlpine		Sale date: Wednesday 1 May 2013	
Sale no. 20689		Sale venue: Oxford	
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	
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£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 (to be invoiced if applicable)			
Address			
City		County / State	
Post / Zip code		Country	
Telephone mobile		Telephone daytime	
Telephone evening		Fax	
Preferred number(s) in order for Telephone Bidding (inc. country code)			
E-mail (in capitals) <input type="text"/>			
<input type="text"/>			
I am registering to bid as a private client <input type="checkbox"/>		I am registering to bid as a trade client <input type="checkbox"/>	
If registered for VAT in the EU please enter your registration here:		Please tick if you have registered with us before <input type="checkbox"/>	
<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 ☐ I will collect from Park Royal or bonded warehouse ☐ Please include delivery charges (minimum charge of £20 + VAT) ☐

BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE READ AND UNDERSTAND OUR CONDITIONS OF SALE AND WISH TO BE BOUND BY THEM. THIS AFFECTS YOUR LEGAL RIGHTS.

Your 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.

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