

Mechanical Music & Scientific Instruments

Tuesday 30 April 2013 at 11.30am
Knightsbridge, London



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Bonhams

Montpelier Street
Knightsbridge
London SW7 1HH
bonhams.com

Viewing

Sunday 28 April 11am to 3pm
Monday 29 April 9am to 4.30pm
Tuesday 30 April 9am to 11am

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Sale Number: 20773

Catalogue: £15

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Illustrations

Front cover: 137
Back cover: 8
Inside front cover: 159
Inside back cover: 63
Page 3: 90

Symbols key:

† VAT 20% on hammer price and buyer's premium

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W These lots will be removed to Bonhams Park Royal Warehouse after the sale. Please read the sale information page for more details.

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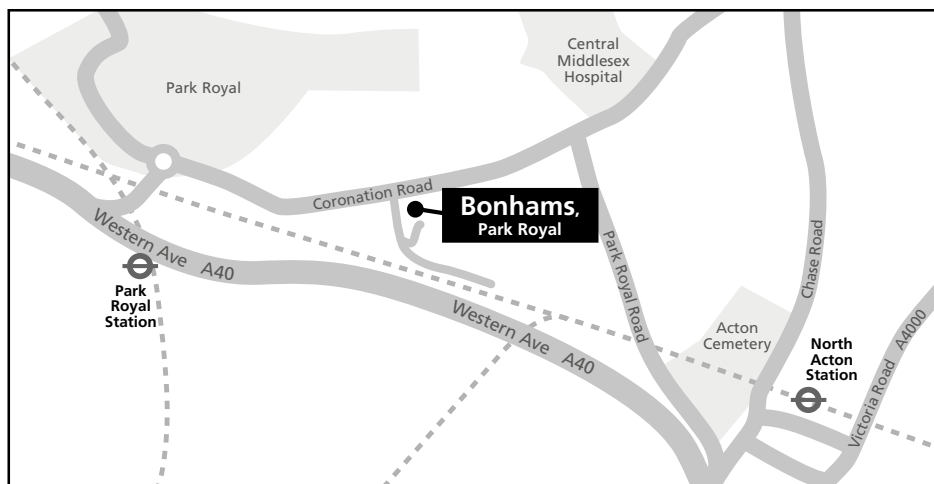
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Address:

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All W lots removed to Bonhams
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Thursday 2 May 2013. These
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and storage charges if they
are not collected by the end of
Wednesday 8 May 2013.

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Bonhams Knightsbridge
Collections department until
Tuesday 21 May 2013.
Lots not collected by then will be
removed to Bonhams warehouse.
These lots will also be subject
to transfer and storage charges.
Please refer to the department

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W lots removed to the warehouse
will commence on Thursday
9 May 2013 and will be
applicable to each working day.

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as follows:

All lots marked with **W**

Transfer per lot	£35.00
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card, bank draft or traveller's
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when using Mastercard, Visa and
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Zone 117
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1



2

Mechanical Music

1

Guglielmo Marconi (1874–1937) - An autographed photograph and correspondence:
the signed photograph dated 1913, inscribed in black ink 'To Monica, Yours Sincerely, G Marconi, 1913', bearing Dover Street Studios Stamp, framed, 8x6in.; together with a 'St. Mary's Cathedral, Limerick' postcard, inscribed to front in Marconi's hand 'Remembrances from GM', and further inscribed with Monica Brogden's address to reverse, postmarked 30th September 1913; and two letters addressed to Monica Brogden - the first on personalised 'Clifden, Connemara, Co. Galaway, Ireland', headed notepaper with the 'Marconi Transatlantic Station' header, dated '30th August' detailing forthcoming experiments '...have been trying all kinds of new things with the wireless, and next week am going a trip [sic] on a warship to test a new instrument which should be able to send messages a longer way than can be done at present...', in black ink, in original envelope also addressed in his hand; the second letter on 'Marconi House, Strand' headed paper, postmarked Jan 13th 1914, written in pencil offering thanks for the gift of a stationery set including pencil, envelope inscribed in black ink, postmarked Winchester (4)
£700 - 1,000

2

Four 1:4 scale scratch-built limited edition models of early gramophones, by Manuel Olivé Sans,
built by the renowned Spanish automotive model-maker, constructed from wooden, brass and metal parts, comprising; 1888 Edison Standard (No.237/325), 1893 Berliner (No.300/350) (trumpet detached and requiring repair), 1902 Junior Monarch (No.88/230), and 1907 Columbia Town (No.14/325), the largest 17cm (6 ½ ins) high overall. (4)
£500 - 700



3



4

3^W

A HMV Model 201 cabinet gramophone No.14,
the mahogany cabinet with hinged lid, doors at the front opening to horn aperture and record storage, bright gold fittings throughout, together with instrument catalogue, selection of records and needle tin,
47in (127cm) high
£1,200 - 1,800

According to the brochure, this model cost £100 in 1922.

4^W

A Klingsor gramophone,
mahogany case with two glazed doors opening to horn aperture and strings, fall front opening to turntable, 28 1/2in (72cm) high
£600 - 800



5 (detail)

5

5^W

A rare Seeberg Audiophone Junior Jukebox,
American, circa 1928-9

Serial No 169216- Coin-operated in a oak cabinet with built in Atwater Kent model 55c radio Serial No 4284188, the cabinet with two half length doors to front and back opening to show mechanisms. Gramophone visible through a glass panel to front, the radio with dials in period turned Bakelite and flanked by two lettered glass panels, together with a box of spare valves and documentation for the amplifier, on wheels.

56 ½ ins (144cm) high, the width 33 ½ ins (85cms)

£4,000 - 6,000

6^W

A Packard PLA-MOR 78 rpm Jukebox,
1947,

Serial. No. 3491FVA,
on 5, 10 and 25c play, 24-selection, liner record rack with 'now playing' markers to rack runner behind viewing glass, in walnut veneered cabinet with red Catalin moulded hood detail, central speaker grille with further red Catalin columns, on shaped black painted cushion plinth base, with a selection of 78 rpm records and instruction manual - *63in. (160cm) high, the width 37in. (94cm)*

£4,000 - 6,000

7

An Ecko AD75 circular brown Bakelite radio

14 ½ ins (37cm) high

£500 - 700



6



8



9



8

8

A clown magician musical illusion automaton, French, circa 1880, possibly made by *Phalibois of Paris*, the painted composition headed clown wearing original yellow silk pantaloons and red silk shirt, holds a fan to conceal his head, then lowers the fan to show that his head has disappeared and then it reappears from a dice placed on a side table alongside, with clockwork operated mechanical and musical movements, in glazed display case, the automaton 20in (51cm) high £5,000 - 8,000

The clown with disappearing head was popular theme for automata makers and a similar example made by *Phalibois* forms part of the renowned *Murtoth D Guinness Collection* housed in the *Morris Museum, Morristown, N.J., USA*.

The key is stamped 15 and is identical in design to those made by *Roulet & Decamps*. See p.225, *Automata The Golden Age 1848-1914*, *Christian Bailly*.

9

A very early key-wind musical box, playing four airs, circa 1820, Serial. No. 5471, with small single-spring motor, bass-left 21-part sectional comb with teeth in groups of five, high-position brass comb bar on plain polished brass bedplate with Serial Number stamped to front-right, blued cylinder bracket screws, presently fitted within an associated but period mahogany case, movement held by shaped loafers from original horizontal case screw mounts and exposed control tips and winding spindle extended, inside plain lid remains of retailer's label for '*James Gorham [of Kensington]*', with a later key, (pinning poor from bass end to middle, two teeth off) - 12in. (30.5cm) wide, the cylinder 7.7/8in. (20cm) £1,000 - 1,500



10

10
A Nicole Freres Forte Piano cylinder musical box,
 Serial No. 45256, Gamme No. 2975,
 33.5cm cylinder playing six airs on two combs, in rosewood veneered
 marquetry case, 21 ½ in (55cm) wide
 £1,200 - 1,600



11

11^W
A Jerome Thibourville Lamy "Bells and Drum in Sight" cylinder
musical box, Swiss, late 19th century,
 the 12 ½ in cylinder playing eight airs accompanied by five bells with
 wasp strikers and snare drum, in walnut veneered case with marquetry
 inlaid lid, 25in (64cm) wide
 £500 - 800

12
A two per turn cylinder musical box, 24 air musical box
 Swiss, circa 1900,
 the 21cm cylinder playing 24 airs, listed on tune sheet, in simulated
 rosewood case with transfer decoration,
 21 ½ (55cm) wide
 £200 - 300



13

13
A musical box playing eight airs,
 circa 1880,
 Serial. No. 14156
 with single-spring motor and single-section comb on plain brass bed
 plate, under dust lid, engraved brass tune sheet to lid interior, in part
 grained case with rosewood veneered lid having geometric lozenge inlay
 and double stringing, crossbanded frame, repeated to front -
 21in. (54cm) wide, the cylinder 13in. (33cm)
 £600 - 800



14

14^W

A large Samuel Troll mandoline and bells-in-sight interchangeable cylinder musical box on stand,

Swiss, circa 1880,

Serial No 5290

each of the six 49cm cylinders playing six airs on two combs as indicated by pointer, and accompanied by nine saucer bells with insect strikers in burr walnut case, with pewter lining, ebony banding and gilt brass mounts on matching table, with cabriole legs, with three drawers, for cylinder storage and writing desk, 45x57x32ins (115x145x81cms)

£4,000 - 6,000



15

15^W

A 'Tambour et Timbres' musical box, by Paillard,

Serial. No. *7892,

playing twelve popular and music hall airs, single-spring motor, single-section comb with 2/3rd length zither attachment, eleven tooth accompaniment comb extreme comb on a separate lever selects to six plain polished bells and drum strikers, ebonised interior under dustlid, in large part grained case with rosewood veneered lid bearing floral inlay centre, kingwood crossbanding, repeated to front, (most tips replaced and case restored - possible run in the past)

£700 - 900



16

16

A 'Mandoline-Expressive Zither' musical box, by Paillard Vaucher et fils, circa 1883, Serial. No. 12334, playing eight operatic, dance and folk airs, single-spring motor, the mandoline teeth in groups of up to five across 2/3rds of the comb with full-length zither attachment, on reeded cast gilt bedplate under dustlid, period 'ribboned-columns' tune sheet, in grained case with the rosewood veneered lid bearing oval-form floral spray inlay, (endstone missing, advanced old worm to soundboard) - 22 ½ in (57cm) wide, the cylinder 13in. (33cm)
£500 - 800

17

A cylinder musical box playing eight airs, by Nicole Frères, Serial. No. 40885, Gamme. No. 1901, playing three passages from *La Traviata*, waltzes and popular airs, single-spring motor, single-section stamped comb with brass screw washers, brass control bar to right-hand side, in red stained interior under dustlid, red printed border tune sheet, in noir grained case with the rosewood veneered lid bearing central stylised shell flanked by stained fruitwood arrows within quadruple boxwood stringing - 20½ in (52cm) wide, the cylinder 13.in. (33cm)
£800 - 1,200

18

A cylinder musical box, Swiss, circa 1880, the 35.5cm cylinder playing ten airs listed on tune sheet, in stained wood case, 24in (61cm) wide
£300 - 500



17



19

19

An key-wind alternate-tooth comb musical box, by B B & C, circa 1860, Serial No. 21261, with single-spring motor, two-section comb with the larger left section with full alternate tooth format, the right section with full consecutive tooth format, on plain brass bedplate in red stained interior, tune sheet fragment mounted on card inside the lid, in faux rosewood grained case with end-flap, the rosewood veneered lid with triple boxwood stringing - 26.3/8in. (67cm) wide, the cylinder 18.3/4in. (48cm)
£500 - 700

This box has gone for a run some years ago. Accompanying the box is an invoice from 'Mickleburgh Ltd' of Bristol dated 2nd April 1976 detailing a full re-pin, several teeth and damper replacements and casework refinishing.



20



22



21

20^W

A 15 1/2-inch Polyphon disc musical box, the table model with marquetry inlaid hinged lid and trade label, walnut veneered case, with drawer in the base for disc storage, together with separate pine box containing approximately 50 discs 23 in (59cm) wide (qty)
£500 - 700

21^W

A 19.5/8-inch Symphonion upright disc musical box, with twin 'Sublime-Harmony' combs on cast gilt bedplate, oak motor cover, in walnut veneered case with typical arched glazed door, fret corners, Symphonion title plaque and half-turned columns, with 11 discs (pediment lacking) - 38in. (97cm) high
£1,000 - 1,500

22^W

A 14.3/4-inch Symphonion disc musical box, Serial. No. 349789, with 'Sublime-Harmony' combs, each with blued comb screws on titled gilt cast bedplate, replaced soundboards, circular lithograph with purple velvet surround, in walnut case with floral inlaid lid, column corners, appliques decoration, with 10 picture discs - 22in. (66cm) wide
£1,000 - 1,500



23 (detail)

23^W

A rare 16.7/8-inch Lochmann's 'Original Musik-Automat', coin-operated upright disc musical box, Serial. No. 3466, with twin combs, tubular bells accompaniment from eight-tooth select, on raised reeded silvered bedplate, mahogany motor cover with glazed front, front coin entry, the bells hanging on cast metal frames to soundboard flanking main bedplate, in upright case with slight-serpentine profile, with parcel gilt lined decoration to arched glazed door, fret spandrel corners, three-quarter turned columns and coin drawer below, crank spindle with left and right-hand entries, on short turned supports, with 6 discs, (pediment lacking) - 35in. (89cm) high
£3,000 - 5,000

Cameras and Stereoscopes

24

A table stereoscope, in walnut veneered case on adjustable stand, together with two walnut veneered boxes of various stereoscopic cards
£200 - 300

25

Italy Through The Stereoscope - The complete Underwood & Underwood library set of stereoviews, the 100 stereo views on card, complete with the maps, guide and set papers, contained in triple 'volume' faux book case with titled spines and card green boards.
£600 - 900



23

26

A stunning complete set of standard format slides of scenes of Germany, published 1891, the 50 slides, each with description on paper slip to edge, in a period carriage case; with a photostat copy of the Magic Lantern Society descriptive reading guide on this set.
£600 - 800

27

A good table lens-base walnut folding stereo viewer, circa 1890, with twin brass card clips to fretted panel, circular ebonised eye lenses, hinged rack with access to the hidden bass lens and further fretted support prop, on moulded plinth base - 16in. (40.5cm) long
£300 - 500

28

A rare Zogroscope apparatus for 3-D viewing, main lens with hinged inlaid frame, back-mirror with period silver surface for print reflection on table behind, on adjustable rod through finely helical-turned column with circular base, accompanied by 'Vue d'optique de Westminster Abbey', a coloured mezzotint of the nave - 25in. (64cm) high when in lowest operative position.
£600 - 800

29

The Siege of Port Arthur (Russo-Japanese War) colour printed stereo cards, Circa 1904-1905, T. W. Ingersoll, the complete set of 100, each individually numbered and with full description of scene to verso, housed in the set carriage case with title to lid in gilt script. (100)
£600 - 800



30



34

30*

Leica IIIc,
No. 362465,
with 50mm f2 Summitar lens No. 561935, top plate with FL No. 38079
and *Luftwaffen-Eigentum* engraved to right-hand side of eyepiece,
repeated to lens with part defacement, shutter with red blinds, with lens
cap and eveready case.
£500 - 800

31

**An interesting set of glass stereo slides of P&O's Steam Yacht
'Vectis',**

the 10 slides of deck life on board, with crew, passengers, deck games
and seascape whilst in travel, in carton; with a hand-held stereo viewer
with mirror plate, veneered in walnut and in excellent condition (11)
£300 - 500

The 'Vectis' was the first P&O crusing Yacht.

32

World War I - A viewer's set of 4.1/8-inch format glass stereo slides,
French, circa 1918,
a set of 42 slides, each showing various battle sites and graphic war
scenes, with descriptions in ink detailing where each exposure was
taken, with a period miniature stereo viewer in mahogany, the slides in
small period card cases (43)
£700 - 900

Some of the views shown are very graphic, with close ups of fatalities in
advanced decapitation.

33

Japan - Military and domestic scenes,
hand-tinted stereo slides on glass, circa 1905;
the five military slides each with captions explaining location and conflict
details for the Russo-Japanese War;
the five domestic slides from the similar period with views of ladies
decorating silk panels, school children and rich interior dressings, all
slides with red rexine edge protectors, all in crisp exposure detail with
exceptional detail (10)
£500 - 800

34*

Leica M2,
No. 1142681,
in matching maker's box
£500 - 800

35

Leica IIIfb,
Serial No. 331028,
complete with 5mm f2 Summitar, Serial No. 505226, with original cap,
leather case and various accessories
£150 - 200

36*

Nikkor 24mm f2 lens,
No. 216223, with caps in maker's box
£200 - 300

37*

Contax SLR 85mm f1.4 Planar lens,
No. 5916617, with caps
£300 - 400

38

Leica IIIfc,
No. 387305,
with 5cm f2 Summitar, No. 506498, front cap and leather case, some
defacing to chrome to right of eyepiece
£150 - 250

39

A collection of Leica related items,
including:
Leica Mikas complete with cable release, Leica ball and socket head,
Leica collapsible tripod, Leica vertical focusing magnifier, Leica Bellows II,
Leica reproduction unit 16511, focus slide and various related books
£200 - 300



40

40*
Leica M5
No. 1345009,
chrome finish in maker's box
£500 - 700

41*
Elmarit 90mm f2.8 lens
No. 1692381,
in Leica screw mount complete with filter, lens cap and plastic keeper
£200 - 300

42*
Nikon Rangefinder model M
No. 6099099,
with Nikkor 5cm f1.4 lens No. 322587, the camera complete with
original back also engraved 6099099, has been synchronised, with later
front cap but original eveready case bearing 'Made In Occupied Japan'
stamp
£700 - 900

43
Leica 90mm 2.8 ELMARIT lens,
Serial No. 3463136,
built in lens hood, complete with caps in leather case with passport
£300 - 500

44
Three Zeiss Ikon Contax cameras,
comprising of two Contax I, one in original packaging with instruction
booklet, and a Contax II in original packaging (3)
£200 - 300

45
Leica IIIc,
No. 368003,
upgraded to black 3f synchronisation complete with 5cm f2 Summar
551837, with front cap in Leica box
£300 - 400



42



45



41

43



46



49



47

46
Leica M6,
Serial No. 1726105,
in presentation box, with leather case and various documents and
instruction pamphlets
£400 - 600

47*
Nikon SP rangefinder,
No. 6218486,
chrome model, with titanium shutter, with a former owner's name
engine-penned on base plate
£600 - 800

48
Leica 65mm f3.5 Elmar Serial No. 2379754,
rare black version with caps in makers box, complete with universal
focusing mount, black model Serial No. 16464, and Visoflex II with right
way round magnifier, both in boxes
£400 - 600

49
Leica IIIc
No. 369354,
with Elmar 5cm f3.5 lens No. 546476, camera finished in grey with
Luftwaffen-Eigentum engraved to backplate and lens respectively,
later vulcanite substitute, with lens cap and leather case also stamped
Luftwaffen-Eigentum
£1,000 - 1,500

50*
Leica 3.5cm f3.5 Summaron lens,
No. 1565540, with M3 spectacle in bayonet mount; 9cm f4 Elmar lens
No. 1310659 in collapsible mount with lens hood and front cap; Leica
135mm f4 Elmar lens No. 1769723 with bayonet mount, with caps in
keeper (3)
£400 - 600



48



51



52

51*
Canon rangefinder model 7,
No. 861291,
in unusual black paint finish
£500 - 600

52
Leica III,
No. 125268,
in black and nickel finish with 50mm F2 Summar lens No. 206113,
complete with original front cap and filter, non-factory synchronisation
spot below slow shutter speed, with various non-Leica accessories
£500 - 700



53

53*
Leica M2,
No. 1108636,
in maker's box
£600 - 800

54
Leica 50mm f2.8 Elmar lens,
No. 3727263,
late version, in pouch and makers box
£200 - 300



55

55
Leica 35mm Summicron lens,
No. 3440663,
with lens hood and cap, in non original case
£400 - 500



56

56
Leica 35mm f2 Summicron ASPH lens,
Serial No. 3767420,
with lens hood caps in maker's box
£600 - 800



57

Technical Instruments

57

A C & E Layton's Arithmometer, English, early 20th century, with eight sliding numeric indexes, 16 window display, in fitted mahogany case with carrying handles at the sides and a copy of the original instructions, 23 ½ in (60cm) wide
£1,200 - 1,800



58

58

Curta calculator Type I No. 70136, in original packing case
£500 - 700

59

Curta Calculator type II No. 544999, in original packing case
£500 - 700

60

A Curta calculator, Type 1, No. 78583, in original case with lid
£300 - 400



60A

60A

A rare McFarlane's calculating cylinder, Glasgow, the cylindrical cylinder with three rotating sections printed with various scales for calculating monetary interest and labelled McFarlane's Calculating Cylinder, GLASGOW with turned lignum vitae ends, length 6 in (15cm)
£1000 - 1,500.



61

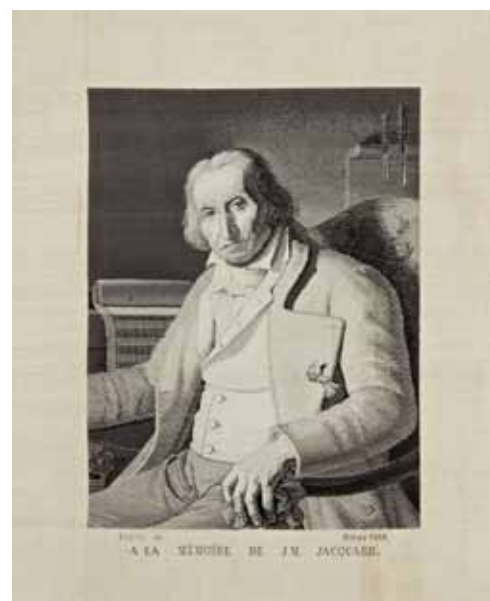
61

A rare Kryha-Liliput cipher machine, German, circa 1930, the velvet lined leather case fitted with watch-form nickel-plated case together with four interchangeable number and letter rings, together with a copy of the article Philip Marks (2011): Operational Use of the Cryptanalysis of the Kryha Cipher Machine, *Cryptologia*, 35.2, 114-155. (lacking metal tool), the machine $2\frac{3}{4}$ in (7cm) diameter
£10,000 - 15,000

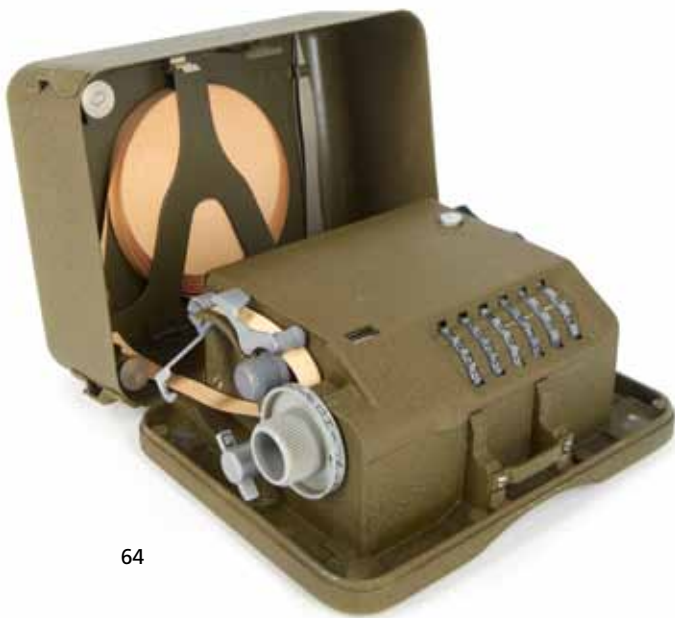
In 1924, the German engineer, Alexander von Kryha, invented a coding machine and applied for patents in both Germany and the USA. The machine had a disc type mechanism with two variable alphabets which were irregularly displaced by a gear type wheel with alternately arranged groups of teeth and spaces. There were eventually three models - the Standard, Electric and Liliput. Their basic difference was their speed of use with the Liliput being the slowest by delivering approximately 90 letters per minute.

62

Joseph-Marie Jacquard (1752-1854) A fine woven silk La Mémoire portrait, executed in 1839 on the programmable Jacquard loom by *Didter Petit et cie*, Lyon, the known portrait view of Jacquard seated in a workshop interior, 10 by 8in (25.5 by 20cm)
£600 - 800



62



64



65



63

63

After Winterhausen, A woven silk work picture, titled 'Dedicated to His Royal Highness Prince Albert the great Patron of Art'. Executed by F Potton Rambaud Co, Lyon. in gilt gesso frame, 37 by 31in (94 by 79cm)
£500 - 700

64

A M-209-B encryption machine, American, circa 1942, Serial No. 31784, supplied by the L C Smith & Corona Typewriter Inc., complete with canvas shoulder bag, spare tape and two printed instruction books dated 1942, the case 7in (18cm) wide
£1,200 - 1,800

The M-209 was designed by the Swedish cryptographer, Boris Hagelin, in response to a request for such a portable cipher machine. It is a mechanical cipher machine that was used by the US military primarily during World War II, although it remained in active use through the Korean War.

65

A M-209-B encryption machine, American, circa 1942, Serial No. 25286, supplied by L C Smith & Corona Typewriter Inc., complete with canvas shoulder bag, two instruction books, spare tape and other accessories, the case 7in (18cm) wide
£1,200 - 1,800



66



66 (detail)

66

A complete trio Enigma machine rotor set, by Etel-Werk, 1943, No. A 00454/43 E, the set comprising I, II and III, internal wiring in Royal, Flag and Wave respectively, all with the stamped Reichsadler and swastika above W6A900, locking alpha wheel with red groove marker, ebonite cores with Bakelite notch wheels, typical dot-grounded aluminium cartridges, complete with the original core rod
£5,000 - 8,000

67

Enigma single rotor, No. A 1391, Ident No. IV, with Reichsadler mark and WaA39, aluminium thumb-wheel and ebonite core
£500 - 800



67

68

Enigma single rotor, No. A 10010, Ident No. IV, with Reichsadler mark and WaA618, aluminium thumb-wheel and ebonite core
£500 - 800



67 (detail)



69

69
An R. Wedgwood Patent Manifold Writer, patented in 1834, with tan leather interior featuring tooled and gilt decorated edge, quill pen slots, flaps for copying area, document folder with gilt catch, double-page title and instruction boards, in black leather boards, with further gilt tooled edge border, Patent Bramah lock (no key) 11x10in (28x25cm)
£500 - 700



70

70
A James Watt patent mahogany and brass bound copying machine, English, late 18th century, the diametric-linear cut brass rollers on shaped fixed supports, T-bar removable crank for upper roller drive, felt-covered board with lift-up panel for damp letter insertion, with lined metamorphic writing slope, in polished figured mahogany case with campaign brass corners and shaped handles - 17.1/2in. (44cm) wide when closed, 23in. (59cm) deep when set up opened
£1,000 - 1,500



71

71
A rare Storer's Patent fountain, English, late 19th century, makers plaque embossed J. DEFRIES & SONS MANUFACTURERS OF STORER'S PATENT FOUNTAIN 147 HOUNDSDITCH LONDON E. RIMMEL STRAND the silvered metal frame with cranberry glass shaped bowl with metal fountain spout mounted above two revolving cranberry glass bulbs, 19in (48cm) high
£1,500 - 2,000

The fountain works by unscrewing one of the glass bulbs and filling it with water, replacing it on the mount and revolving the mechanism to place the full bulb at the top of the arc. The water then travels through the metal tubing to the fountain spout.

A similar fountain was included in the Christies sale 7th December 2000 as lot 34.



72 (detail)

Scientific Instruments

72^W

A rare Negretti & Zambra exhibition quality scientific barometer, English, third quarter of the 19th century, signed on silvered plaque, Negretti & Zambra, 1 Hatton Garden, 122 Regent Street, 59 Cornhill, 153 Fleet Street, LONDON, the glass capillary tube within bronze frame and with massive mercury reservoir with glass surround, rack and pinion adjustment to the vernier and inch and centimetre scales, in mirror-backed and glazed mahogany display case, 50 1/2 in (128cm) high
£3,000 - 4,000

73

A Newton & Co differential air thermometer or Rumford thermoscope, English, circa 1900, stamped Newton & Co 3 Fleet Street London, the two glass spheres connected by capillary tube, ivory scales, on turned mahogany stand, 15 3/4 in (40cm) high
£500 - 700

74

A barograph, English, circa 1900, with clockwork revolving graph barrel, in bevel glazed mahogany case with graph drawer in the base, 13 3/4 in (35cm) wide
£300 - 500

75

A set of pocket coin scales, English, dated 1700, the fruit wood case with brass mounted and hinged lid opening to interior fitted with brass scales and weights of English and French coinage, 4 in (10cm) wide
£250 - 350



72



73



76



79



77



78

76^Y

A good set of Brass Imperial Standard weights, by Bate of London, English, dated 1843, comprising of 15 spherical weights, the largest being 20 Pounds troy together with two ivory boxes containing grain weights going down to 0.1 of a grain. in a fitted metal case, with brass plaque engraved *Imperial Standard Weights Branch Bank of England Portsmouth 1843* the case 18ins(46cms)
£1,500 - 2,000

77

A Thompson & Capper walnut and tiger wood veneered homoeopathic chest, English, late 19th century, the hinged lid opening to fitted interior with 100 small pill bottles, inset leather lining tooled *Thompson & Capper Homoeopathic Chemists, 43 Bold St, 4 Lord St, 46 Pembroke Place & 21 Rodney St, Liverpool. 24 Argyle Street, Birkenhead.*, a drawer in the base opening to further pill and medicine bottles, 14 3/4in (37.5cm) wide
£1,200 - 1,800

78

A mahogany medicine chest, English, second quarter of the 19th century, the hinged lid opening to interior fitted with seven glass medicine bottles (three missing) a drawer in the base applied with trade label for R. Dalton of Soho Square, London, 7in (18cm) wide
£500 - 700

79

A mahogany medicine chest, English, mid 19th century, with brass carrying handle, hinged lid opening to interior fitted with three glass medicine bottles and a glass measuring flask, 6 1/2 in (16.5cm) wide
£600 - 800



80

80

A mahogany medicine chest, English, first quarter of the 19th century, with brass carrying handles at the sides, interior fitted with thirteen glass medicine bottles, a drawer in the base with compartments for further medicines, 10 1/2in (27cm) wide
£600 - 800



81

81

A large mahogany medicine chest, English, mid 19th century, the hinged lid (now detached) opening to interior fitted with clear glass bottles (one missing), a drawer in the base containing glass mortar and pestle, poison bottle and two ceramic ointment jars, 12in (30.5cm) wide
£600 - 800



82

82

A mahogany medicine chest, English, mid 19th century, the hinged lid opening to five medicine bottles, set of scales and measuring flask, recesses brass carrying handle on lid and smaller one on drawer, 9 3/4in (25cm) wide
£1,000 - 1,500

83

An S Maw & Son fall-front mahogany medicine chest, English, late 19th century, with hinged lid and fall from with inset card printed 'S MAW & SON PORTABLE DOMESTIC MEDICAL CABINET, LONDON', fitted with thirteen glass bottles, mortar and pestle, eye glass, measuring flask and set of scales (lacking carrying handle to lid), 9in (23cm) wide
£800 - 1,200



83

84

Two mahogany medicine chests, mid 19th century, one of square section with hinged lid and drawer in the base, the other of rectangular section with brass carrying handles at the sides, the larger 11 1/2in (29cm) wide (2)
£500 - 700



85

85

A fine set of field surgeon's amputation instruments, English, mid 19th century, the fitted brass bound mahogany case containing; four steel 'W.Mather' amputation Lister knives, bone saw, set of Aitken pliers, tourniquet, and trepanning instruments, 18ins (45.5cms) wide
£700 - 1,000



86

86

A set of J&W Wood amputation instruments, English, mid 19th century, the brass bound mahogany case fitted with bone saw, three Liston knives and tourniquet, 16ins (41cms) wide
£300 - 500



87

87

A William Smith cased cupping set, English, first quarter of the 19th century, the lid with printed trade label W.SMITH Surgical INSTRUMENT & Truss Maker, No.4 St. Saviour Ch.Yd.Borough LONDON, the mahogany case with red velvet lining and fitted with two scarificators and three cupping glasses, the case 10 1/4in (26cm) wide
£500 - 700

88

A collection of medical and surveying instruments including pewter bleeding bowl, invalid's spoon and pap boat, three glass apothecary's jars, a surveyor's cross staff, scalpels, lancets, tourniquet, silver catheters and other surgical instruments
£300 - 500



89

89
A white plaster Écorché figure, 20th century,
the anatomical full length male figure, numbered 2396, 29in (74cm
high)
£1,000 - 1,500



90

90
A collection of thirty nine glass eyes, English, early 20th century,
in a variety of sizes and colours, in original velvet lined case, 13 1/2in
(34cm) wide
£500 - 700



91

91
A medicine chest, English, late 18th century,
the mahogany case with hinged lid opening to fitted interior with seven
bottles and set of scales with weights, hinged door at the front opening
to four further bottles and two powder drawers, when closed 9 1/2in
(24cm) high
£600 - 800

92
An unusual Pia-Deyeux et Boudet apothecary's chest, French, late
18th century,
with printed label *Pia-Deyeux et Boudet Apothicaires rue du Pour
Germain No. 96*, the walnut case with hinged lid and fall front opening
to interior fitted with boxes, bottles and drawers of pills, powders and
medicines, the case 13 1/2in (34.5cm) wide
£600 - 800



92



94



93

93

A collection of six George III lancet cases, English, late 18th Century, comprising: three silver, two shagreen and one tortoiseshell cases, each fitted with lancets, now mounted in gilt frames, *the largest 3ins (8cm) high*
£500 - 700

94

An Arnold & Son trepanning set, English, circa 1870, the mahogany case fitted with three trepanning tools with universal handle, two elevators and an arrowhead perforator, the case *9 1/4in (24cm) wide*
£500 - 700



95

95^Y

A mahogany medicine chest, English, early 19th century, the hinged lid with herring-bone lining opening to interior fitted with ten medicine bottles and powder drawer with turned ivory handle, sliding panel at the side opening to a hidden drawer, *7.5ins (19cm) wide*
£600 - 800

96

A collection of medical and pharmaceutical instruments, 20th century, including a set of glass test tubes in leather case, medicine bottles in mahogany case and a set of anaesthetic kit in mahogany case (qty)
£200 - 300

97^Y

A rosewood and ivory monaural (Iannet) stethoscope English circa 1820
8ins (20cms)
£250 - 350



98

98^Y

A set of brass drawing instruments, Continental, late 18th century, the protractor signed *Gysi in Arau (?)*, the velvet lined wooden case fitted with rule, protractor, double ended and single dividers, compasses and pens with turned ivory handles, the case 10 3/4in (27.5cm) wide
£1,000 - 1,500

99

A Davis & Son brass circular protractor and a proportional compass, both cased, the protractor 8in (20cm) diameter (2)
£250 - 350

100^Y

A good set of Marsh drawing instruments, English, circa 1800, signed on the sector *R. Marsh, London*, the shagreen case fitted with ivory sector, rule and scissor-action parallel rule, dividers, compass and attachments, the case 7in (18cm) high
£700 - 900

Provenance

The Earl of Powis

Christies South Kensington, lot 234, 27th September 1990



100



101



103

101

A set of drawing instruments in sharkskin case, English, circa 1800, the pocket case fitted with boxwood sector and rule, brass protractor, dividers and compasses, when closed, the case 6 1/2in (16.5cm) high
£500 - 700

102^Y

A set of Dollond drawing instruments, English, early 19th century, signed on the sector, Dollond London, the silver mounted shagreen pocket case fitted with ivory rule and parallel rule, sector, compass and dividers, when closed, the case 6 1/2in (16cm) high
£600 - 800

103^Y

A rare set of Le Maire Fils silver drawing instruments, French, mid 18th century, the black leather covered pocket case with hinged lid opening to interior fitted with ivory aide-memoire, silver sector, signed *Le Maire a Paris*, a set of combined compasses/dividers, pencil holder and pen, the base of the case with hinged cover concealing a travelling inkstand with screw-on cap, 5in (13cm) long
£1,500 - 2,000

For very similar set by the same maker, see Hambbly (Maya), 'Drawing Instruments 1580-1980', page. 190, image 172.

The silver fittings variously stamped with the discharge marks for Tax Fermiers Louis Robin (1738-1744), Antoine Leschaudel (1744-1750) and Eloy Brichard (1756-1762) and with post 1838 recense marks.



102



104



104 (detail)

104

A rare John Dobson backstaff or Davis quadrant, English, dated 1730, signed on ivory plaque *MADE BY JOHN DOBSON 1730 FOR MR THOMAS SALKELD*, with lignum vitae frame, boxwood arcs and replaced vanes, the 30 degree transversal scale with fleur de lys stamped decoration, the back with scales for the Sun's declination and the right ascension, 22 in (56cm) long, £2,500 - 3,500

John Dobson (worked 1714-1744) mathematical instrument maker at St Katherine's Street, near the Tower of London. Member of the Guild of Clockmakers.

105^Y

A fine mahogany and boxwood Hadley's quadrant, English, mid 18th century, ivory plaque stamped with the owner's(?) name, *George Browning 1782*, complete with index arm with inset ivory leading edge, clamping screw, stamped boxwood transversal scale 0-90 degrees twice, double pin-hole sight with sliding cover, two coloured filters and index glass adjusted by lever and screw, 16in (41cm) radius £2,000 - 3,000

106

Two mahogany cased compasses one by C Stedman, the other John Hudson, English, mid 18th century, the printed compass roses signed *Made by John Hudson WORKINGTON* and *C. STEDMAN LONDON*, the larger 6 3/4in (17cm) wide (2) £500 - 800



105



107 (mount)

107



108



107

A J B Dancer 3 3/4-inch refracting astronomical telescope, English, third quarter of the 19th century, signed J B Dancer, Manchester, in fitted pine case with set of eyepieces, filters, star finder and slow motion altitude and azimuth handles, together with equatorial mount in separate case, length of tube 47in (120cm)
£1,200 - 1,800

108

An Allan brass box sextant and an R & J Beck protractor, English, 19th century, the box sextant with silver scale, vernier and magnifier, two coloured filters and drum case with lid, the circular protractor, 6in (15cm) diameter (2)
£500 - 800

109

A William Harris & Co. brass plain theodolite, English, 1816-39, signed Harris & Co, 50 Holborn, London, the telescope mounted in two brackets above racked half circle of degrees, silvered compass rose and silver scales and verniers, in fitted mahogany case with trade label, the telescope 7in (18cm) long
£600 - 800

110

A Leonardo Semilecolo pasteboard, tortoiseshell and horn refracting telescope, Italian, late 18th century, the outer tube LEONARDO SEMILECOLO, with three green stained pasteboard draws with turned horn mounts, extended length 28in (71cm) long
£500 - 700

111^Y

A rare gold mounted spy-glass nécessaire, English, third quarter of the 18th century, with gold mounted fittings and floral swag decoration, sliding cover to eyepiece and objective, green stained fishskin cover, opening to fitted interior with penknife, pencil, scissors, bodkin, tweezers and ivory leaf, 4 1/4in (11cm) long
£2,500 - 3,500



110



113



116



118



112



115



111



114



117

112^Y

A rare silver mounted shagreen spy-glass nécessaire, English, mid 18th century, probably made by Thomas Ribright, the pink stained shagreen cover with silver mounts and sliding cover to the eyepiece and objective, the lid sliding off to reveal the nécessaire engraved on the mount *BY YE KINGS ROYAL PATENT*, fitted with tortoiseshell mounted knife, tweezers, ear scoop, pencil, scissors and ivory note leaf *4in (10cm) long* £1,500 - 2,000

The optician Thomas Ribright patented a perspective glass and instruments in 1749. A gold mounted spy-glass and nécessaire signed by Ribright and with an identical patent inscription was sold by Christies as lot 6, sale 6439, 22nd May 2001 for £15,275.

113^Y

A tortoiseshell and silver mounted spy-glass nécessaire, English, third quarter of the 18th century, with silver mounts and sliding covers to the eyepiece and objective, opening to interior fitted with scissors, ivory leaf, ear scoop, pencil, tweezers and knife, *4 1/4in (11cm) long* £1,250 - 1,650

114^Y

An embossed silver spy-glass nécessaire, English, late 18th century, with embossed flower and C-scroll decoration, sliding covers to eyepiece and objective, opening to fitted interior with folding scissors, ivory note leaf, tweezers, penknife, ear scoop and pencil, *4 1/4in (11cm) long* £1,000 - 1,500

115^Y

A silver and green shagreen mounted spy-glass nécessaire, English, third quarter of the 18th century, with silver mounted eyepiece and objective mounts with sliding covers, opening to interior fitted with folding scissors, bobbin, ivory note leaf, pencil, tweezers and penknife, *4 1/2in (11.5cm) long* £1,000 - 1,500

116^Y

An embossed silver spy-glass nécessaire, English, late 18th century, with embossed acanthus leaf decoration overall, sliding covers to eyepiece and objective, opening to folding scissors, ivory note leaf, bodkin, tweezers, pencil and penknife, *4in (10cm) long* £1,000 - 1,500

117^Y

An unusual articulated silver fish nécessaire, English, late 18th century, the articulated body with head hinged to open to fitted interior with tortoiseshell penknife, ear scoop, ivory note leaf, tweezers and pen, *15cm (6in) long* £1,000 - 1,500

118^Y

An unusual book-form silver nécessaire, English, late 18th century, the case with embossed chevron decoration, sliding cover opening to fitted interior with syringe, folding rule, ear wax scoop, tweezers, penknife and ivory note leaf, *3 1/2in (9cm) long* £1,000 - 1,500



119



122



120

119^W

A 4 1/2-inch William Wray refracting astronomical telescope on stand, English, mid 19th century, *signed around the objective Wray London and around the eyepiece mount Jas Lancaster & Son Birmingham* the brass tube with star-finder mounted in parallel, supported by a bracket to period polished mahogany and cast iron tripod, together with plain wood field tripod, the tube 53in (135cm) long
£1,500 - 2,000

120^W

A Smith Beck and Beck 2 3/4-inch brass refracting telescope on stand, English, late 19th century, *signed Smith, Beck & Beck, 6 Coleman St., London*, the tube with rack and pinion focusing, supported on a bracket above tapering brass column and folding tripod base, in mahogany case with three oculars, length of tube 38in (97cm)
£800 - 1,200

121^W

A W & S Jones 3 1/4in inch brass refracting telescope on stand, English, circa 1800, *signed around the eyepiece W & S Jones, 30 Holborn London*, the tube with star finder mounted in parallel, supporting in a trunnion above tapering brass column and folding tripod base, in fitted case with five oculars and shapes, length of tube 43in (110cm) long
£600 - 800



121

122^Y

A Smith spyglass, English, early 19th century, *signed Smith Royal Exchange London*, with six draws and ivory bound tube, in part original leather case, 2in (5cm) diam
£500 - 700



123



124

123^W

A 2 1/2 inch brass astronomical refracting telescope on substantial stand, English, late 19th century, the tube with star finder mounted in parallel, supported by a bracket above brass column with altitude adjustment by handle and worm screw, in case with accessories, length of tube 37in (94cm) (2)
£500 - 700

124^W

A pair of Nikon "Big Eye" binoculars 20 x 120, 3 deg. Japanese, mid 20th century, stamped NIKKO No. 10, with twist focusing to the eyepieces, leather bound tube and 4 1/4in objectives, length of tube, on un-associated tripod stand 21in (54cm)
£1,500 - 2,500

125^W

A 2 1/4-inch brass refracting table telescope, English, early 19th century, the tube with star finder mounted in parallel, supported by a bracket and telescopic strut above tapering column with azimuth adjustment, folding tripod base, in baize lined mahogany case with recessed brass carrying handle, length of tube 27in (69cm) long
£500 - 700



125



127



128



126

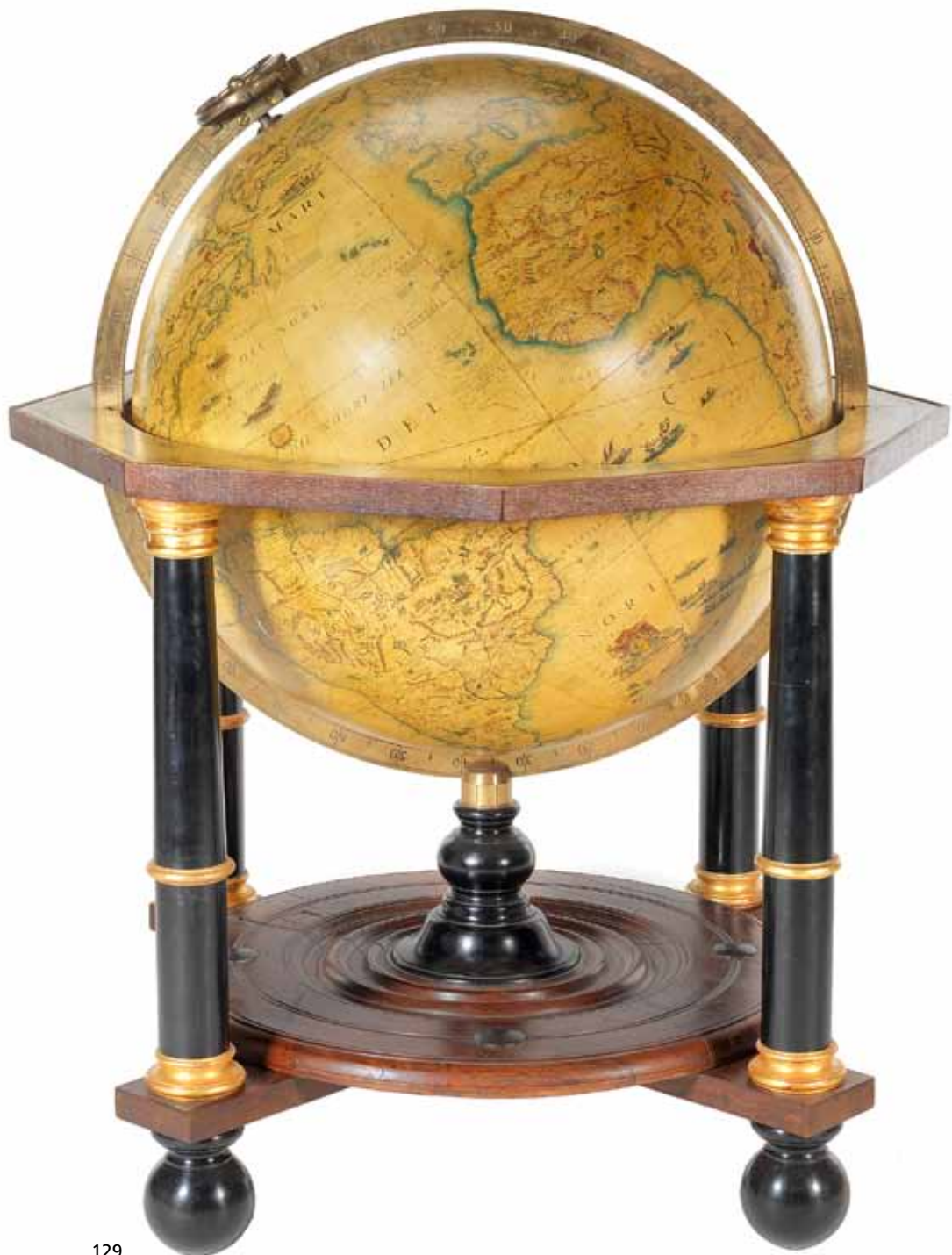
126
A 3-inch Newton's New & Improved terrestrial pocket globe in case, English, 1830-38, the cartouche with *NEWTON'S New & Improved TERRESTRIAL GLOBE Published by Newton, Son & Berry, 66 Chancery Lane LONDON*, with the 12 gores with some over-painting, in re-covered fish skin case, the interior with one half on the heavens, the other half later finished in black. 3 1/2in (9cm) diameter
£1,500 - 2,000

127^W

An Italian 17th century style brass armillary sphere, the horizon ring supported by four brackets and engraved with degree scale and wind directions, the primary sphere with three parallel rings and polar circles graduated with degree scales, a zodiacal band engraved with zodiac signs and names attached to the colures, raised on knopped stem and triangular base with paw feet, 22in (56cm) high
£6,000 - 8,000

128

A Dean White Ptolemaic brass armillary sphere, English, modern, signed *Dean R White fecit Bampton Devon, 2008, No.8*, the primary sphere of 17.5cm diameter comprising eight brass rings, two meridians and five parallel rings representing the polar circles, the tropics and the equator, and a zodiacal band, centred by a sphere representing the Earth, the primary sphere mounted in a graduated brass meridian ring and within a horizon ring graduated with four quadrants, calendar and zodiac scales, raised on turned brass baluster column above circular platform, four scroll legs and compass mounted on star-shaped base with stamped with cardinal points, 16in (41cm) high
£1,000 - 1,500



129

129^w

A large Greaves & Thomas 33-inch replica terrestrial globe, English, late 20th century, *after Vincenzo Coronelli (1650-1718)*, the plaster sphere applied with twenty four hand-coloured half gores based on Coronelli's 1688 originals, mounted in brass meridian within octagonal horizon ring applied with calendar and zodiac scales, on oak Dutch-style stand with four ebonised columns and circular oak base, raised on spherical feet 55 by 42 in (140 by 107cm)
£8,000 - 12,000



131



131 (detail)



132



130



130

130^W

A pair of 15-inch Carys library globes, English, published 1824 the terrestrial globe with cartouche printed, 'CARYS NEW TERRESTRIAL GLOBE, Drawn from the most recent GEOGRAPHICAL WORKS, showing the whole of the New Discoveries with the TRACKS of the PRINCIPAL NAVIGATORS and every improvement in Geography to the present Time', 'London Published by G and J Cary St James St LONDON', each sphere mounted in brass meridian and on a mahogany turned stand with stretcher, each fitted with a magnetic compass and brass castors, 99cm high. Some damage- including substantial cracking around the equator on the terrestrial globe
£2,000 - 3,000

131^W

A John Smith 18-inch terrestrial library globe, English, 1820-29, cartouche printed with royal coat of arms and lettered TERRESTRIAL GLOBE Containing all the latest Discoveries and GEOGRAPHICAL IMPROVEMENTS Also the Tracks of the most celebrated Circum Navigators, and those observed to and from various parts of the WORLD Dedicated BT PERMISSION to His Most GRACIOUS MAJESTY GEORGE III by JOHN SMITH Globe Maker by Appointment to His MAJESTY London Made by J Smith Strand and Sold by C. Smith, 172 Strand, the sphere applied with hand-coloured gores detailing various 18th and 19th century voyages, mounted in a brass meridian within horizon ring applied with printed calendar and zodiac scales, raised on three fluted mahogany legs terminating in brass casters, with stretcher and magnetic compass and printed rose, 43in (110cm) high
£5,000 - 8,000

132^W

An oak stand for a 30-inch terrestrial or celestial globe, English, circa 1900, with horizon ring applied with calendar and zodiac printed scales, ring diameter 38in (97cm)
£800 - 1,000



133

133^W

An impressive 25-inch G Thomas terrestrial library globe, French, mid 19th century, printed *Globe Terrestre 1m/m=20 kilometres*, G Thomas, Editeur Geographe, 44, Rue N.P. des Champs 44 PARIS, the coloured gores detailing various 18th and 19th century tracks of explorers, mounted in brass meridian and horizon ring applied with printed zodiac and calendar scales, raised in mahogany brackets and baluster column above tripod base terminating in brass casters, 52in (132cm) high £15,000 - 20,000



133 (detail)



134



136



134 (detail)



135

134^W

A Malby's 12-inch table globe, English, published 1852, the globe with coloured gores and cartouche printed *MALBY'S TERRESTRIAL GLOBE Compiled from the latest & MOST AUTHENTIC SOURCES Including all the recent Geographical Discoveries Manufactured and Published under the superintendence of the SOCIETY FOR THE DIFFUSION OF USEFUL KNOWLEDGE BY THOS. MALBY & SON GLOBE & MAP SELLER TO THE ADMIRALTY Published at the Globe Manufactory 37, Parker Street, Little Queen Street, Holborn, LONDON Jany 1st 1852*, in brass meridian and horizon ring applied with printed calendar and zodiac scales. raised on three turned and reeded mahogany legs with stretcher, 18in (46cm) high
£1,000 - 1,500

135

A 2-inch Newton's New and Improved terrestrial globe on stand, English, mid 19th century, the cartouche with *NEWTON'S New & Improved Terrestrial Globe Containing the latest Dis's - LONDON NEWTON & SONS*, with the 12 printed gores with some restoration and over-painting, brass half meridian, on turned mahogany and rosewood column stand - total height 4in. (10cm)
£800 - 1,200

136^W

A W & A.K. Johnson 12-inch terrestrial table globe, Scottish, mid 19th century, the sphere applied with hand coloured gores and label printed *12 INCH GLOBE BY W & A.K. JOHNSON GEOGRAPHERS Engravers & Printers TO THE QUEEN EDINBURGH & LONDON* (date obliterated) in brass meridian within horizon ring applied with printed calendar and zodiac scales, raised on four turned mahogany legs with stretcher 17in (43cm) high
£2,000 - 3,000



137

137

A rare W & S Jones Cometarium, English, early 19th century, signed W & S Jones, 30 Holborn, LONDON the mahogany case containing the hand cracked geared mechanism, mounted on top with a brass model of Sun and comet marker traversing an elliptical tract, the pointer mounted below the Sun moves over the radial divisions of the outer brass scale as the pointer (replaced) moves over the small circular dial showing the time and divided in to 30 degrees divisions or signs, replaced handle at the side, the case, scale 12 by 10 by 7in (30.5 by 25 by 18cm)
£15,000 - 20,000

A cometarium is a mechanical device designed to illustrate the motion of a comet about the Sun. The key feature of the instrument is the ability to show an apparent increase in orbital velocity as the comet marker moves from aphelion (the point in an elliptical orbit that is at the greatest distance from the Sun) to perihelion (the point in an elliptical orbit that is closest to the Sun). This demonstrates Kepler's second law of planetary motion.

The model that ultimately became known as the cometarium was first made by J T Desaguliers in the early 1730s. He used his model, which described the orbit of the planet Mercury, to the assembled Fellows of the Royal Society on the 8th March 1732.

Benjamin Martin first used the term cometarium in the early 1740s and in the mid 1750s James Ferguson used the expression equal-area machine for the device.

The only other cometarium by W & S Jones know to be extant is in the Science Museum, London.



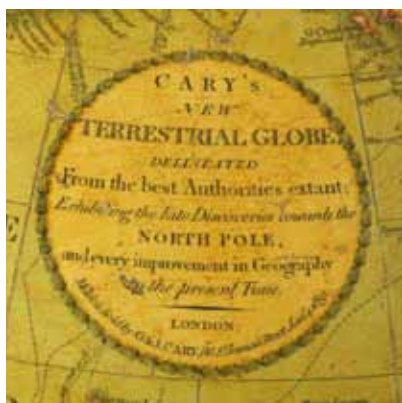
137 (detail)



138



139



138 (detail)

138* W

A G & J Cary 12-inch terrestrial table globe, English, Published 1831,

The sphere mounted in brass meridian within horizon ring applied with zodiac and calendar scales raised on four turned ebonised wood legs, 17ins (43cms) high

£2,500 - 3,500

139

A Betts's Patent Portable Globe, English, circa 1860,

the extending metal frame with cloth sphere printed in colour with map of the globe and cartouche printed *By the Queen's Royal Letters Patent BETTS'S NEW PORTABLE GLOBE Compiled from THE LATEST AND BEST AUTHORITIES* London, John Betts 115 Strand, in original pine box with printed trade label on the inner lid and stencilled name on the front, the box 29in (74cm) long

£800 - 1,200



140

140

A Carl Abel-Klinger 2-inch terrestrial globe on stand, German, mid 19th century,

the sphere with applied coloured gores, on turned and ebonised wood stand, 5in (13cm) high

£400 - 600



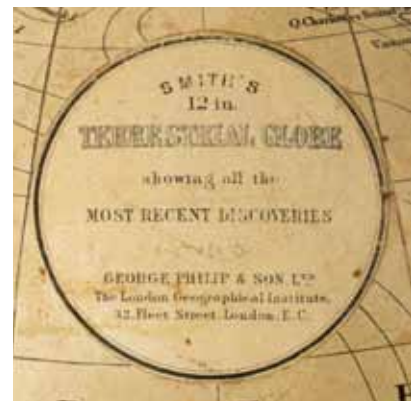
141

141^W

A 12-inch Cary's celestial globe, English, published 1816, cartouche printed CARY'S NEW CELESTIAL GLOBE ON WHICH are correctly laid down upwards of 3500 stars selected from the most accurately observations and calculated for the Year 1800. With the extent of each Constellation precisely defined By Mr GILPIN of the ROYAL SOCIETY. Made and sold by J & W Cary Strand London Jan 1 1816, the sphere in brass meridian and horizon ring applied with calendar and zodiac, raised on four turned legs, 17in (44cm) high £2,000 - 3,000



142



142 (detail)

142^W

A Smith's 12-inch terrestrial table globe, English, late 19th century, label printed SMITH'S 12 in TERRESTRIAL GLOBE showing all the MOST RECENT DISCOVERIES GEORGE PHILIPS & SON LTD. The London Geographical Institute 32 Fleet Street, London E.C., the sphere with polar rings and brass meridian engraved with four quadrants. mounted within horizon ring with printed calendar and zodiac scales, raised on four turned mahogany legs with stretcher, 19in (48cm) high £1,000 - 1,500

143

A James Tennant mahogany cabinet of minerals, rocks and fossils, English, mid 19th century, the case with hinged lid opening to printed label and five trays of approximately 170 samples, 14in (36cm) wide £500 - 800

James Tennant (1808-1881) was the first Professor of Mineralogy at Kings Collage, London and official mineralogist to Queen Victoria. He was consulted in 1852 for the re-cutting of the famous Koh-I-Noor diamond.

His shop at 149 Strand sold a wide variety of minerals, fossils, collectors cabinets and microscope slides.

A larger Tennant cabinet was sold in these rooms as lot 351 on 30th January 2013.



143



144



145

144
A large reconstructed Elephant Bird Egg (*Aepyomis Maximus*)
12ins. (31cm) high
£2,500 - 3,500

A large flightless bird from the Island of Madagascar, thought to have become extinct in the 17th century. Growing up to 11ft. (3.35m) in height, it was probably the heaviest bird to have existed. It is possibly the source of the "Roc" in Sinbad's tales and from the journeys of Marco Polo, and although reported in the 1650's, no European sighting are recorded. Sub fossilised eggs are occasionally found, especially in the Southern part of the island, although whole examples are rare.



146

145
A reconstructed Elephant Bird Egg (*Aepyomis Maximus*)
on metal stand, the egg 11in (28cm) high
£2,000 - 3,000

146
A Smith & Beck microscope slide preparation kit, English, late 19th century,
the mahogany case fitted with five glass preparation liquids, together
with three monocular microscopes, two boxes of slides, microscope
accessories and three books on the microscope (qty)
£500 - 700

147
A collection of microscope specimens slides, English, late 19th century,
both professionally and amateur mounted contained in various pine,
card and mahogany cases,
£500 - 700

148
A Student's brass compound monocular microscope, German, Circa 1900,
with twin turret objective in fitted mahogany case, with two oculars and
condenser, the case 11ins (28cm) wide
£250 - 350

149
A Carpenter brass drum microscope, English, mid 19th century,
with rack and pinion focusing, in fitted mahogany case, with six
objectives, live box, stage condenser and tweezers, the case 11ins
(28cm) wide
£500 - 800



150

150

A Frederick Cox brass compound binocular microscope, English, late 19th century, signed *Fredk Cox, 98 Newgate St., London*, with rack and pinion and lever and screw focusing, mechanical stage, in mahogany case fitted with three oculars, four objectives, bench condenser, stage forceps, fish plate, live box and tweezers, together with a separate pine case of approximately 190 professional and amateur slides including those mounted by E Wheeler of "Selected Diatomacea 12 Species" and a microphotograph "One of my Friends", the microscope £500 - 800

151

A Wood Brothers brass compound monocular microscope, English, late 19th century, in fitted mahogany case, with ocular bench condenser and two objectives. the case 12ins (30.5cm) high £300 - 400

152

A Collins brass compound monocular microscope English, late 19th century, with twin turret nosepiece rack and pinion focusing and mechanical stage in mahogany case, 16in (41cm) high £500 - 800

153* W

A collection of approximately three hundred and thirty microscope specimen slides, English, late 19th century, the mahogany case with glazed door opening to twenty eight drawers fitted with both amateur and professional mounted slides, the case 16in (41cm) wide £1,500 - 2,000



153



153 (detail)

154

A Kemp compound monocular microscope, German, circa 1922, signed *Chr. Kemp Wetzler No. 895*, with triple turret objective, circular mechanical stage, in fitted wood case with three oculars and four objectives, together a large collection of slides and accessories in thirteen assorted boxes, 13in (33cm) high (qty) £250 - 350



155

155
An R & J Beck "1st Class" compound binocular microscope, English, circa 1880, signed R & J Beck, 31 Cornhill, London, with lever and screw and rack and pinion, mechanical stage, sub-stage condenser and plano/concave reflector, in fitted case with box of accessories, 1/5, 4/10, 2/3, 1 and 1 1/2in objectives, six oculars, two Liberkuhns, analyser, polariser, dark ground condenser, live box, stage forceps, the microscope 17in (43cm) high
£2,000 - 3,000

156
An R & J Beck compound binocular microscope, English, late 19th century, signed R & J Beck, London and Philadelphia, the folding microscope with two oculars, three objectives, in mahogany case, the microscope 16in (41cm) high
£300 - 400



157

157
A Dollond Cuff-type compound and solar microscope compendium, English, circa 1800, signed on the stage, Dollond London, the Cuff-type of standard form with drawer fitted with six numbered objectives, spring stage, live box, stage forceps and fishplate, the solar microscope (lacking main tube and condenser), two shutter nuts, barrel with spring-stage with rackwork focusing, six numbered objectives, three condenser lenses and cone, the mahogany pillar case with brass carrying handle, 19in (48cm) high
£2,500 - 3,500

For a very similar Dollond compendium, see The Great Age of the Microscope, G L'E Turner, page 53,53.

158
A Pillischer brass compound monocular microscope English, mid 19th century, No 256 with rack and pinion focusing, with mechanical stage and mahogany case with accessories, 16ins (41cm) high
£500 - 800

159

A large Edward Nairne brass universal equinoctial ring dial, English, late 18th century, signed *Nairne London*, of standard form with pin-hole sliding over calendar and zodiac scales, meridian ring with 0-90 degree scale, four quadrants and with engraved wheat sheaf decoration, 9 7/8 in (20cm)
£5,000 - 8,000



159



160



162



161

160

A brass universal equinoctial dial, French, mid 19th century, the silvered dial with hinged latitude arc, hours scale and gnomon, shaped base plate engraved with six cities and their latitudes including Boston, New Orleans and New York, mounted with two bubble levels, raised on three levelling screws, in original octagonal leather case, with list of cities and latitudes applied to the lid interior, the dial 4in (10cm) wide

£800 - 1,000

161

A Johann Willebrand silver and gilt brass Augsburg dial, Augsburg, early 18th century, signed *Johann Willebrand in Augsburg*, with hinged and pierced plumb-bob support, latitude arc, hour ring and gnomon, the compass with rotatable disc for magnetic variation, in fitted octagonal leather case with lid inset with silver table of latitudes titled *Elevatio Poli* 2 3/8in (6cm) wide (2)

£2,000 - 3,000

162

A Nikolaus Rugendas gilt brass and silver Augsburg dial, German, early 18th century, signed *Nikolaus Rugendas in Augsp. 48 Gr*, the octagonal dial with silver compass rose and rotatable disc for setting the magnetic variation, the base plate mounted with hinged plumb-bob support, latitude arc and hour ring with gnomon, in original leather covered card case, the dial 2 1/4in (5.8cm) wide

£1,000 - 1,500

163

A magnetic sundial, English, mid 19th century, the turned mahogany case with domed lid opening to circular compass card pivoted at the centre and mounted with brass gnomon, the lid interior with printed 'Equation of Time', 2 1/8in (8cm) diameter

£150 - 250



164

164

A large gilt brass A. Moretti Inclining dial, signed A. Moretti Roma INSTRUMENTS DES SCIENCES, with blued metal gnomon, hour ring engraved with Roman numerals moving over a 180 degree arc, supported by a bracket above inset brass compass rose with blued steel needle under glass cover, raised on four levelling screws, the base 7 1/2in (19cm) square
£4,000 - 6,000

165

A Thomas Rubergall brass equinoctial dial, English, 1840-1851, signed Thos Rubergall, Opt to their Majesties 24 Coventry St London, with hinged gnomon, hour ring and latitude arc, silvered compass rose with two inset bubble levels, raised on three levelling screws, in velvet lined and shaped red leather covered case, the dial 5 1/4in (13.5cm) wide
£1,000 - 1,500



165



Antique Arms & Armour

**Including Gunner's Instruments and other accessories
from The Dr Ernst-Joachim Rogahn Collection**

Wednesday 24 April 2013 at 11am & 2pm
Knightsbridge, London

+44 (0) 20 7393 3807
+44 (0) 7768 823 711
david.williams@bonhams.com

A French cased set of gunner's drawing instruments,
by Butterfield A Paris, early 18th century
£2,000 - 3,000



The Marine Sale

Wednesday 24 April 2013 at 2pm
Knightsbridge, London

Viewing

Sunday 21 April 11am to 3pm

Monday 22 April 9am to 4.30pm

Tuesday 23 April 9am to 4.30pm

Wednesday 24 April 9am to 12noon

Enquiries

Areti Chavale

+44 (0) 20 7393 3988

aret.chavale@bonhams.com

John Steven Dews (British, born 1949)

*'Don't give up the ship – Action between Chesapeake
and Shannon off Boston 1st June 1813' (detail)*

oil on canvas

76.2 x 111.7cm (30 x 44in)

£60,000 - 80,000



Bonhams

1793

Books, Maps, Manuscripts & Historical Photographs

Wednesday 19 June 2013
Knightsbridge, London
Entries now invited

Closing date for entries
Wednesday 24 April 2013

+44 (0) 207 393 3828
books@bonhams.com

Fawkes (Lionel G., 1849-1931)
A set of original pen and ink
illustrations for "The Way We Live
Now" by Anthony Trollope.
£10,000 - 15,000

International Auctioneers and Valuers - bonhams.com/books



The Leica Sale

Friday 22 November 2013 at 8pm
Hong Kong
Entries now invited

Closing date for entries: Thursday 1 August 2013

+44 (0) 20 7393 3872
jon.baddeley@bonhams.com

A Leica Luxus 1
Sold for HK\$7,460,000 (£628,000)
in November 2012

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 *Hammer Price*
20% from £25,001 of the *Hammer Price*
12% from £500,001 of the *Hammer Price*

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 Licensing
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 * 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 of 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.”

Bonhams Specialist Departments

19th Century Paintings

UK
Charles O' Brien
+44 20 7468 8360
U.S.A.
Madalina Lazen
+1 212 644 9108

20th Century British Art

Matthew Bradbury
+44 20 7468 8295

Aboriginal Art

Greer Adams
+61 2 8412 2222

African and Oceanic Art

UK
Philip Keith
+44 2920 727 980
U.S.A.
Fred Baklar
+1 323 436 5416

American Paintings

Alan Fausel
+1 212 644 9039

Antiquities

Madeleine Perridge
+44 20 7468 8226

Antique Arms & Armour

UK
David Williams
+44 20 7393 3807
U.S.A.
Paul Carella
+1 415 503 3360

Art Collections, Estates & Valuations

Harvey Cammell
+44 (0) 207 468 8340

Art Nouveau & Decorative Art & Design

UK
Mark Oliver
+44 20 7393 3856
U.S.A.
Frank Maraschiello
+1 212 644 9059

Australian Art

Litsa Veldekis
+61 2 8412 2222

Australian Colonial Furniture and Australiana

James Hendy
+61 2 8412 2222

Books, Maps & Manuscripts

UK
Matthew Haley
+44 20 7393 3817
U.S.A.
Christina Geiger
+1 212 644 9094

British & European Glass

UK
Simon Cottle
+44 20 7468 8383
U.S.A.
Suzy Pai
+1 415 503 3343

British & European Porcelain & Pottery

UK
John Sandon
+44 20 7468 8244
U.S.A.
Peter Scott
+1 415 503 3326

Contemporary Art

U.S.A.
Jeremy Goldsmith
+1 212 644 9656

California & American Paintings

Scot Levitt
+1 323 436 5425

Carpets

UK
Mark Dance
+44 8700 27361
U.S.A.
Hadji Rahimipour
+1 415 503 3392

Chinese & Asian Art

UK
Asaph Hyman
+44 20 7468 5888
U.S.A.
Dessa Goddard
+1 415 503 3333
HONG KONG
Julian King
+852 2918 4321

Clocks

UK
James Stratton
+44 20 7468 8364
U.S.A.
Jonathan Snellenburg
+1 212 461 6530

Coins & Medals

UK
John Millensted
+44 20 7393 3914
U.S.A.
Paul Song
+1 323 436 5455

Contemporary Art & Modern Design

UK
Gareth Williams
+44 20 7468 5834
U.S.A.
Sharon Goodman Squires
+1 212 644 9128

Costume & Textiles

Claire Browne
+44 1564 732969

Entertainment Memorabilia

UK
Stephanie Connell
+44 20 7393 3844
U.S.A.
Catherine Williamson
+1 323 436 5442

Ethnographic Art

Jim Haas
+1 415 503 3294

Football Sporting Memorabilia

Dan Davies
+44 1244 353118

Furniture & Works of Art

UK
Fergus Lyons
+44 20 7468 8221
U.S.A.
Jeffrey Smith
+1 415 503 3413

Greek Art

Olympia Pappa
+44 20 7468 8314

Golf Sporting Memorabilia

Kevin Mcgimpsey
+44 1244 353123

Irish Art

Penny Day
+44 20 7468 8366

Impressionist & Modern Art

Deborah Allan
+44 20 7468 8276

Islamic & Indian Art

Alice Bailey
+44 20 7468 8268

Japanese Art

UK
Suzannah Yip
+44 20 7468 8368
U.S.A.
Jeff Olson
+1 212 461 6516

Jewellery

UK
Jean Ghika
+44 20 7468 8282
U.S.A.
Susan Abeles
+1 212 461 6525
AUSTRALIA
Patti Sedgwick
+61 2 8412 2222

Marine Art

UK
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