

Bonhams

1793



Cameras, Scientific Instruments & Mechanical Music

Tuesday 29 October 2013 at 1pm
Knightsbridge, London

25



36



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Cameras, Scientific Instruments & Mechanical Music

Tuesday 29 October 2013 at 1pm
Knightsbridge, London

Bonhams

Montpelier Street
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Sale Number: 20774

Catalogue: £15

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Illustrations

Front cover: Lot 143
Back cover: Lot 108 and 106
Inside front cover: Lots 25, 31, 34, 35, 36, 37, 38 and 40
Inside back cover: Lot 81, 76 and 79
Page 3: Lot 18

Symbols key:

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

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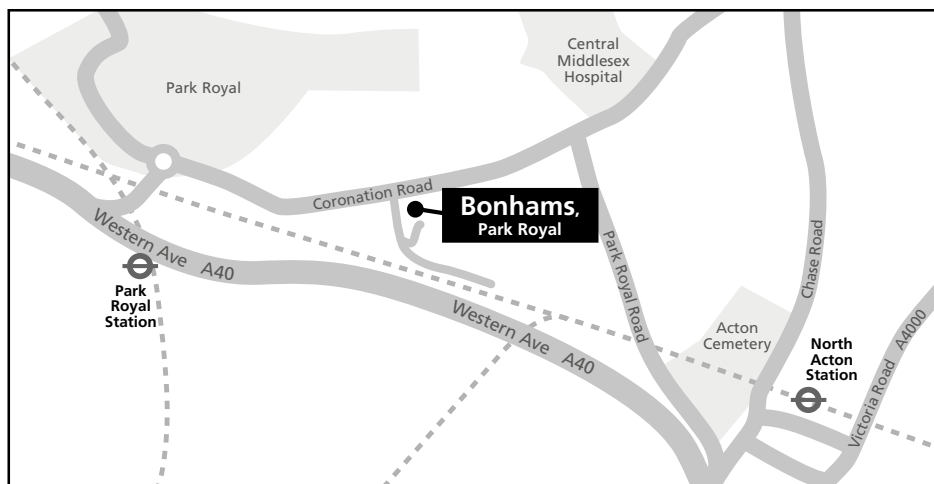
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Address:

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All W lots removed to Bonhams
warehouse will be available for
collection as from 9.30am on
Thursday 31 October 2013. These
lots will be subject to transfer
and storage charges if they
are not collected by the end of
Wednesday 6 November 2013.

All other sold lots will remain in
Bonhams Knightsbridge
Collections department until
Monday 18 November 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
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All lots marked with W

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All other objects

Transfer per lot	£20.00
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By credit card / debit card

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Temple Quay
BRISTOL BS1 6EB

Mechanical Music

Lot 1 - 40





1



2



3



5

Mechanical Music

1^w

A 19½ inch Polyphon disc musical box,
German, circa 1900,
the periphery drive and double comb in walnut veneered case with
arch glazed door at the front flanked by turned wood columns the side
with coin shoot and winding handle together with 18 number of discs
(lacking pediment) 36in (91cm) high

£2,000 - 3,000

€2,400 - 3,600

2

A 9¾-inch Polyphon-with-bells disc musical box,
German, circa 1910,
the centre drive movement playing on a single comb, accompanied by
six saucer bells in simulated rosewood case, with nine metal discs

£400 - 600

€470 - 710

3

A 15½ inch Polyphon disc musical box,
German, circa 1910,
with periphery drive playing on comb (one tooth missing), in walnut
veneered case with marquetry inlaid lid, together with a number of discs

£600 - 900

€710 - 1,100

4

A HMV 'Nipper' logo design,
printed/ inscribed to the lower right "TR:MLG. 18.8.22." to the left in
pencil "DRG 2805", inscribed to verso in pencil "H M V Dog", pen on
oil-cloth, the unframed, folded drawing showing "Nipper" listening
intently to a Berliner disc gramophone, 35½ by 27½in (90cm by 70cm)

£150 - 200

€180 - 240

5

A musical seascape automaton,
French, circa 1900,
with three masted ship pitching in waves, moving watermill and windmill
with turning sails, on ebonized base and the glass dome 20in (51cm)
high

£600 - 800

€710 - 950



6

6
A musical seascape automaton,
French, circa 1900,
the three masted ship pitching on the sea, windmill with turning sail and
marching soldier on tower, with ebonized base, the glass dome 20in
(51cm) high
£600 - 800
€710 - 950



7

7
A forté piano cylinder musical box,
Swiss, circa 1880,
the 36cm cylinder playing eight airs as listed on original tunesheet, in
rosewood veneered case with marquetry inlaid lid, 22½in (57cm) wide
£700 - 1,000
€830 - 1,200



8

8
A mandolin cylinder music box,
Swiss, circa 1860,
27cm cylinder playing six airs as listed on original tunesheet, contained in
rosewood veneered case with marquetry inlaid lid, 18in (46cm) wide
£500 - 700
€590 - 830

9
An Ami-Rivenc two-per-turn cylinder musical box, Swiss, late 19th
century,
the 23.5cm cylinder playing sixteen airs as listed on coloured lithographic
tune sheet, in rosewood veneered case with brass carrying handles at the
sides and marquetry inlaid lid, 19in (48cm) wide
£800 - 1,200
€950 - 1,400



9



11



10



12



13

10

An interchangeable cylinder musical box,

Swiss, circa 1880,

each of the three 28cm cylinders playing eight airs as listed on original tune sheet, in walnut veneered case, with cast brass carrying handles at the sides, 29in (74cm) wide

£1,000 - 1,500

€1,200 - 1,800

11

A Nicole Frères key-wound cylinder musical box,

Swiss, mid 19th century,

Serial No. 26815, the 27.6 cylinder playing six airs as listed on original tunesheet, gamme no: 1045, contained in walnut veneered case with marquetry inlaid lid,

18in (46cm) wide

£600 - 900

€710 - 1,100

12

A Paillard Vaucher Fils bells, drum and castanets in sight cylinder musical box, Swiss, late 19th century,

the 28cm cylinder playing eight airs as listed on tune sheet, accompanied by five saucer bells, snare drum and castanets, in marquetry inlaid rosewood case with brass carrying handles at the sides, 23in (58cm) wide

£600 - 800

€710 - 950

13

A bells-in-sight cylinder musical box,

Swiss, late 19th century,

probably by Bremond, serial no 13890,

the 33cm cylinder playing eight airs accompanied by nine engraved saucer bells, in walnut veneered case, marquetry inlaid lid and original tune sheet, 23in (59cm) wide

£800 - 1,200

€950 - 1,400



14

14

A good Nicole Freres Grand Format Overture cylinder musical box, No. 39964, the 42.5cm cylinder playing four overtures as engraved on brass tune sheet, 4 overtures Grand Format Gme N 1899, No.39964, 1. overture de Guillm. Tell by Rossini, 2 Harmonious Handel, 3 The Queen of Roses Waltzer d'Albert, 4 Il Bacio Waltzer Brillante Ardile. FABRIQUE PAR NICOLE FRERES POUR WALES & McCULLOCH 32 LUDGATE STREET LONDON large single-spring ratchet-wind motor, a Wales & McCulloch trade transfer, in ebonised wood and burr walnut veneered case with ornate brass inlay on the front and lid and with brass mounted edges, 28½in (72.5cm) wide
£12,000 - 18,000
€14,000 - 21,000



14 (detail)



15



17



16

15
An orchestral cylinder music box,
Swiss, late 19th century,
the 28cm cylinder accompanied by snare drum, five saucer bells with
butterfly strikers and castanets playing ten airs as listed on tunesheet, in
rosewood veneered case
23in (59cm) wide
£500 - 700
€590 - 830

16
An early musical box, by L'Epe , circa 1860,
Ser. No. 14743,
Gam. No. unknown,
playing eight airs, mostly popular and operatic music, early type lever-
wind single-spring motor, single-section comb with all-brass fittings
including controls on stilt supports to the right-hand side, on polished
plain steel bedplate under full-width dustlid, non-associated reprinted
tunesheet inside the lid, in plain mahogany case of good colour with
hook and eye fastening, on squat bun feet - 19in. (48.5cm) wide, the
cylinder 12in. (30.5cm)
£1,000 - 1,500
€1,200 - 1,800

17
A Charles Ullman bells-in-sight cylinder musical box, Swiss, late
19th century,
No. 21882, the 24cm cylinder playing eight airs as listed on tune sheet,
accompanied by six saucer bells with butterfly strikers, in rosewood
veneered case marquetry inlaid lid, 23in (59cm) wide
£600 - 800
€710 - 950

18
A rare Wilhelm Bruder S hne 48 keyless fairground organ,
Waldkirch, Germany, 1926,
Model 79, Serial No. 3651, the fully restored movement and facade with
electrically powered mechanism with 177 pipes, bass drum, cymbal,
snare drum and glockenspiel, the specification as follows:

Melody;
Twenty-four notes
Two ranks violins
One rank Gedeckt flute

Forte;
One rank trumpet
Three ranks mixture
Glockenspiel

Accompaniment;
Seven notes
One rank bridged flues
One rank stopped flues

Bass;
Seven notes
One rank stopped bourdon
One rank cello

Trombones;
Five notes

Registers;
Forte;
Trumpet, mixture and glockenspiel
Piano: Violins and flutes

Bass drum and cymbal, snare drum



18

the carved and painted Art Nouveau style facade with central figure of a female automaton conductor with moving arm, the instrument is currently housed in a four wheeled trailer with lifting sides and integral electric motor as well as a 5kVa silenced generator, the piece is offered together with some original Wilhelm Bruder music, which has been identified as having been arranged by the famous Gustav Bruder, and more recently further arrangements by Gustav Bruder have been made into new music books and an extensive library of more modern arrangers has increased the repertoire to a duration of over four hours, *facade 270 by 217cm, trailer 370 by 210 by 157cm*
Refer To Department

The organ is very rare as only four of this particular design have been identified that have the "Jugendstil" or Art Nouveau style facade. Reputedly carved by the famous Joseph Dopp in Germany it is also likely that he carved the female conductor.

The instrument underwent a painstaking three year restoration. The whole organ was cleaned, all pneumatic mechanisms were restored and re-leathered and the date 1926 was discovered pencilled inside the reservoir. All the original lead tubing remains in place, as do all the paper tubes leading to the pipes underneath the case. All the pipework and drum skins are original however the paintwork of the facade was particularly badly executed so the current new colour scheme was designed.

This lot will not be available to view in the Knightsbridge saleroom. To make an appointment to view the piece, please contact the department directly on Tel: +44 (0)20 7393 3984 email: science@bonhams.com.



18 (detail)



19



20

19^Y

A tortoiseshell sectional comb musical snuffbox, Swiss, circa 1830, the 6cm cylinder playing two enchanting airs on comb with groups of three teeth, in silver mounted tortoiseshell case with gold shield inlaid on the lid, in original red leather case (tortoiseshell case repaired) 3 1/2 in (9cm) wide

£2,000 - 3,000

€2,400 - 3,600

20^Y

A sectional comb tortoiseshell musical snuff box, Swiss, circa 1830, the 6cm cylinder playing two airs on comb with teeth grouped in threes, in tortoiseshell case with control buttons at the front, 3 1/2 in (9cm) wide

£1,500 - 2,000

€1,800 - 2,400

21

A gold and enamel musical watch key, Swiss, circa 1825, the small cylinder musical movement with single stack of eight comb teeth, in rectangular gold case decorated on each side with a painted enamel floral vignette on a matted ground heightened with chased and enamelled flowers within geometric enamelled borders, winding loop on top, start/stop slide at the side and with suspension chain and ring, 2 by 1 1/4 by 1/4 in (5 by 3.2 by 0.8cm)

£3,000 - 5,000

€3,600 - 5,900

22

A rare gold and enamel musical watch key, Swiss, circa 1825, the *sur plateau* movement playing on two combs of six teeth each, in oval case with winding loop above and start/stop slide below and embellished with pairs of serpents, one side with a painted enamel floral panel flanked by chased and enamelled vases of fruit entwined with serpents, the other with an enamelled landscape vignette surmounted by a chased vase of flowers and flanked by enamelled flowers, 2 1/2 by 1 1/4 by 1/4 in (6.3 by 3.2 by 0.8cm)

£4,000 - 6,000

€4,700 - 7,100

23

A gold and enamel musical watch key, Swiss, circa 1825, the small cylinder movement with single stack of eight comb teeth in rectangular case with winding loop above and start/stop slide at the side, case with applied enamel landscape vignettes to each side on matted grounds with chased and enamelled flowers within geometric borders, 2 1/2 by 1 1/8 by 1/4 in (6.3 by 3 by 0.8cm)

£3,000 - 5,000

€3,600 - 5,900



21



22



23



21



22



23



24

24

A silver-gilt musical snuff box, movement Swiss, case French, first half of the 19th century, *bedplate stamped 883*, the 6cm cylinder playing two airs on sectional comb with teeth grouped in threes, in silver-gilt case with control buttons to front and back, hinged lid with guilloché decoration overall, the lid and sides with raised floral leaf banding, in black leather case *3½in (9cm) wide*
£1,500 - 2,000
€1,800 - 2,400

25

A silver-gilt musical snuff box, Swiss movement, French case, first half of the 19th century, the 6cm cylinder playing two airs, in silver-gilt case with change/repeat and start/stop buttons at the front, hinged lid and with guilloché decoration overall, the lid and sides with raised floral scrolls bands, in red leather case, *3½in (9cm) wide*
£1,000 - 1,500
€1,200 - 1,800



25

26

A gold and enamel musical fob seal, circa 1870, the cylinder movement, numbered *1627*, with comb stack of nine teeth, in oval gold case with start/stop control at the side, arched shank with chased decoration and inset coloured enamels, centered by winding key inset with four red paste stones, in red leather case, *1½in (4cm) high*
£800 - 1,200
€950 - 1,400

27

A gold musical fob seal, circa 1870, cylinder movement with comb stack of nine teeth, in oval gold case with start/stop control at the side, arched shank with chased decoration centered by winding key, in modern case
£800 - 1,200
€950 - 1,400

28

A gold musical fob seal, circa 1870, cylinder movement with comb stack of nine teeth, in rectangular gold case with start/stop control at the side, urn-shaped shank with chased casework with winding loop on top, *1½in (4cm) high*
£800 - 1,200
€950 - 1,400



29

A musical gold fob seal, circa 1870, movement with comb stack of nine teeth, in oval gold case with start/stop control at the side, arch shank with chased decoration centered by winding key inset with four red paste stones (repair to case between shank and seal), in red leather case

£800 - 1,200

€950 - 1,400

30

A gold and enamel musical fob seal, circa 1870, cylinder movement with comb stack of six teeth, in oval gold case with start/stop control at the side, arched shank with chased decoration decorated with inset turquoise centered by winding key inset with four turquois, in red leather case

£800 - 1,200

€950 - 1,400

31^Y

A tortoiseshell and enamel singing bird box, Swiss, early 20th century, the going barrel movement, with feathered bird with beak, wings and tail automation, in tortoiseshell case with lid enamelled on the inner face with bouquet of flowers and on the exterior with Alpine lake scene, 3¾in (9.5cm) wide

£2,500 - 3,500

€3,000 - 4,100



31



31



34



35



36



32



33

32^Y

A tortoiseshell singing bird box, Swiss, early 20th century, the going barrel movement with feathered bird with flapping wings, in tortoiseshell case with starting slide at the front and hinged brass lid with engraved decoration, 4in (10cm) wide

£1,200 - 1,800

€1,400 - 2,100

33

A Greesbaum singing bird box, German, early 20th century, the feathered bird with moving wings, in composition case painted overall in Louis XVI style with young lovers in garden landscapes, 4in (10cm) wide

£1,000 - 1,500

€1,200 - 1,800

34^Y

An Auber et Fils tortoiseshell and enamel musical snuff box, Swiss, mid 19th century,

the comb stamped *AUBER & FILS*, the 6cm cylinder playing two airs on single comb, in tortoiseshell case with lid inset with an enamel scene of Lake Geneva (enamel cracked, case damaged), 3½in (9cm) wide

£600 - 900

€710 - 1,100

35^Y

A gilt brass and tortoiseshell musical snuffbox, Swiss, circa 1830, beplate stamped 1269, the 6cm cylinder playing two airs as listed in manuscript on tune sheet, on sectional comb with groupings of four teeth, under horn cover (cracked), in tortoiseshell case with lid inset with gilt brass plaque decorated in relief with battle scene including classic Greek warriors, 3½in (9cm) wide

£800 - 1,200

€950 - 1,400

36

A musical bois durci snuff box, Swiss, mid 19th century, the 6cm cylinder playing two airs on single comb, the bedplate indistinctly stamped, under horn cover, in bois durci case with lid inset with painted lakeside scene, 3¾in (9.5cm) wide

£800 - 1,200

€950 - 1,400



37



37



38



38

37^Y

A Jacques Bruguier silver gilt and enamel singing bird box, Swiss, circa 1865

signed, 'Bruguier, Jacques', the fusee wound movement with brightly feathered bird with head, wings and tail movement, in shaped rectangular silver gilt case with lid enameled on the inner face with bouquet of flowers and on the exterior with Alpine scene (damaged), the top inlaid with light and dark blue enamels and engraved with foliate decoration, 3¾in (9.5cm) wide

£8,000 - 12,000

€9,500 - 14,000

38^Y

A Charles Bruguier tortoiseshell singing bird box, Swiss, 1830s, *bedplate stamped 'C Bruguier a Geneva 234', the fusee movement with moving bird with beak, head and wings, in tortoiseshell case with lid enameled on the outside with Alpine scene and on the inner face with a bouquet of various coloured flowers, 3¾in (9.5cm) wide*

£5,000 - 8,000

€5,900 - 9,500



40



40



39

39
A Charles Bruguier silver-gilt and enamel singing bird box, Swiss, 1830s, stamped 'C.BRUGUIER A GENEVA 294', the dismantled case with fusee wound movement, lid enameled with bouquet of flowers on the inner surface and lake scene on the exterior, case decorated with floral scrolls, 3½in (9cm) wide
£800 - 1,200
€950 - 1,400

40* Y
A Jacques Bruguier silver and enamel singing bird box, Swiss, circa 1835, stamped *Jques Bruguier Geneva*, the feathered bird with moving beak, wings and head, in silver case with chased decoration and inset with enamel floral panels on top and sides, the lid enameled with lakeside scene and bouquet of flowers, 3¾in (9.5cm) wide
£10,000 - 15,000
€12,000 - 18,000

Cameras & Scientific Instruments

Lot 41 - 146



A LA MÉMOIRE DE J.M. JACQUARD.

En 4 Livres le 24 Août 1793 - 2001 le 2 - 1802 1803

GABRIEL PIERRE ET C^{ie} 1800 A BOURGEOIS

Paris - 1801 - 1802



41

41^W

A floor standing stereoscopic viewer, English, circa 1870, the walnut veneered case with double hinged and mirrored top, binocular eyepiece and chain of stereo cards and glass slides including the International Exhibition, together with a separate box of slides 48in (122cm) high
£700 - 1,000
€830 - 1,200



42

42^W

A Mutoscope pier head viewer, American, circa 1910, No. 61, the blue painted metal drum case with eyepiece and winding handle at the front, framed advertisement for "the artist and his model" above, on original metal stand 73in (188cm) high
£800 - 1,200
€950 - 1,400

This Mutoscope appeared in Ken Russell's 1962 documentary/ surrealist film featuring Bruce Lacey 'The Preservation Man'.



43



44



45



46



43

Leica M2 and Leica M6 TTL Model, 1961 and 1999,
No.s 1037722 & 2496360, both silver chrome
(2)
£550 - 700
€650 - 830

44

Leica M3 and Leica M6, 1961 and 1984/5,
No 1034381 & 1658956, one black one silver chrome, both used
condition (2)
£500 - 600
€590 - 710

45

Leica M3: Two cameras, 1960 and 1965,
No. 1014625 and 1106602, both silver chrome, one with Leica logo
front cap (2)
£200 - 300
€240 - 360

46

Leica M4-P: Two cameras, 1981 and 1984/5,
No. 1551513 and 1650136, black finish, both with front cap (2)
£400 - 500
€470 - 590



47 (part)

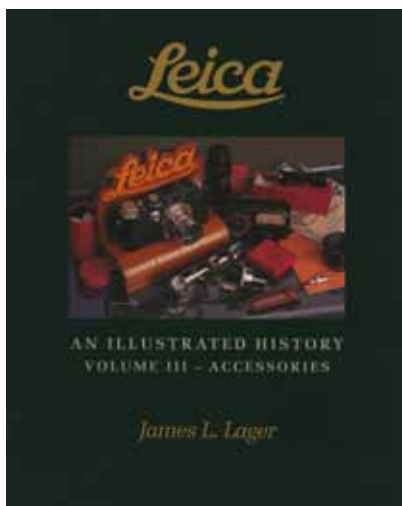


47

Leica M4-2, 1980,
No. 1531762, in original box, with instructions and guarantee card,
together with a 50mm f2 Summicron lens, No. 2584273 and Tele-Elmarit
90mm f4 lens, No. 2696775 (3)
£300 - 500
€360 - 590

48

A collection of photographic accessories
including Leica lens hoods and cassettes
£150 - 250
€180 - 300



52



53



53



54

49

Leica: A collection of cameras and lenses including: Leica IIIg, No. 956262, with 5cm f2 Summitar lens No. 799002; Leica IIIf, No. 528650 with 5cm f2 Elmar lens, No. 802500; Leica IIIf, No. 54956 with 5cm f2 Summicron lens No. 1481433; together with a 90mm f4 Elmar lens No. 1726371; 90mm f4 Elmar lens No. 839251 and 5cm f3.5 Elmar lens No. 838894 (qty)

£400 - 600

€470 - 710

49A

A Leica IIIf, No. 670081, with Summitar 5cm f2 lens; together with a Leica III, No. 162741 with Summar 5cm f2 lens; an Elmar 9cm f4 lens; an Elmar 9cm f4 lens and an Elmar 9cm f4 lens (qty)

£350 - 500

€420 - 590

50

An assortment of Leica accessories, including: one long based rangefinder in case; two folding viewfinders; one 20cm f4.5 Telyt No. 677192; one Visoflex 1; one plook reflex housing 6814; two screw to bayonet adapters and three Leica manuals (qty)

£250 - 350

€300 - 420

51

Leica accessories, including: a boxed Leica Ever Ready Case M; a Leica Flash unit SF 24D with paperwork; a Leica M1 Microscope attachment in box; five Leica leather cases, one Italian case; a plastic Leica lens case and an original box for a Summicron R lens (box only)

£100 - 200

€120 - 240

52

Leica: A collection of books, titles including: 'Leica - An Illustrated History Volumes I - III' by James I Lager, 'Leica and the Leicaflex' by Theo Scheerer; 'The Leicaflex Book' by Theo Kisselbach and *Leica Collection* by Shinichi Nakamura (5)

£100 - 200

€120 - 240

53

A collection of Leica camera accessories, including: five viewfinders, all with original boxes; a base-plate; a boxed Leica leather carrying case, dated 1913-1983; and a brown leather Leica Ever Ready camera case (qty)

£300 - 400

€360 - 470

54

Leica M5, 1972, No. 1354619, silver chrome

£200 - 300

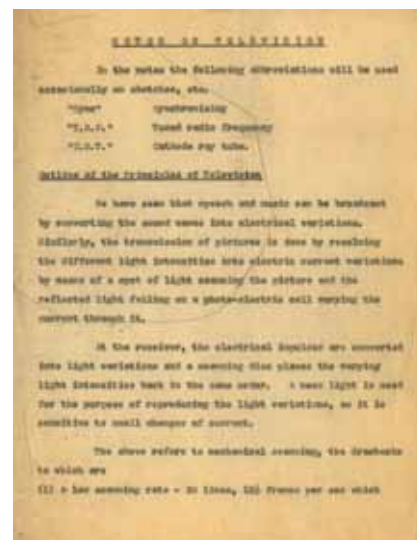
€240 - 360



55



56



57

55
A Marconi Magnetic Detector, English, early 20th century, No. 68653, with screw tension adjustment, iron winding key and mahogany base with removable glass-topped lid, with four brass terminals mounted on ebonite blocks, on each side the terminals are marked *E, T, T, A* (*Earth, Aerial*) on each side, wooden block mounted on top on case with two magnets on each side and brass plaque, all mounted on teak case, 19in (49cm) wide
£4,000 - 6,000
€4,700 - 7,100

56
A Baird Televisor window display model, circa 1930, based upon the original Plessey design, featuring portrait of John Logie Baird on a 3½in lantern slide in viewing aperture, in painted aluminium case with rounded corners, on wood base with bracket feet, twin red line decoration 20 by 13½ by 28 inches (50.8 by 34.3 by 71cm)
£600 - 800
€710 - 950

During its production run it is believed under one thousand Baird Televisors were produced, therefore display models are particularly unusual.

Literature:
Bonhams, 'Early Technology Sale', lot 695, 30 September 2009.
Christie's, 'Mechanical Music and Technical Apparatus' lot 27, 18 October 2005.

57
An EMI related document entitled 'Write-Up On Television', 1930s, the 50 page volume of carbon copied text with hand-drawn pencil diagrams, in black leather binding, detailing technical information and calculations including: 'Particulars of the Cathode Ray Tube', 'Arrangement of Tube Electrodes', 'Synchronising oscillators', 'Schematic diagram showing arrangement of receiver', 'Drawback to transmission of 45 mc.', 'High fidelity', 'Design of the Frequency Changing Stage for Sound', 'Picture Faults and their causes', 'Poor illumination', 'Check for correct interlacing', 'Irregular Edges' and 'Effects of Hum', with reference to EMI-Marconi D.C. and A.C. Baird Co A.C., Hayes and West Drayton Aerial, 11 by 9in (28 by 23cm)
£500 - 800
€590 - 950



58

A rare three-rotor German Enigma enciphering machine, 1944, by Heimsoeth & Rinke, Serial No. 19088, complete with original I, III and V rotors with Bakelite thumbwheels and matching serial numbers, makers plate stamped A 19088/jla/44, standard QWERTZ keyboard with keys with white lettering on black background, battery switch, vacant battery box, complete set of bulbs, ebonite plug board, set of three plug board cables, set of instructions applied to the lid interior together with spare bulb rack, in oak carrying case with hinged lid and fall front with locking mechanism, the case when closed 6 by 11 by 13in (15 by 28 by 33cm)

£30,000 - 50,000

€36,000 - 59,000

"The Enigma Machine" almost sounds as if there was one type of machine that was in use for the entirety of World War II - this is not the case. The Enigma machine family was very vast and as the war progressed more and more complex methods and additions were made to the Enigma to make it ever more difficult for the code breakers at Bletchley Park.

It is unknown exactly how many enigma machines were made. During the war, many Enigma machines were destroyed in the fear of them falling into enemy hands and documents pertaining to their manufacture were burned or in many cases simply lost.

We do know however that there were at least five mainstream variants in use by the German military as well as two different versions used by the Swiss and by the Japanese.

The first machines to be used in a military capacity only had a fixed set of three wheels. This later changed to a set of five wheels so that they could be interchanged to dramatically increase the number of permutations available. The army (Heer) continued to use three rotor machines with a pool of five rotors to choose from; the navy (Kriegsmarine) used four rotor machines using a pool of eight rotors; the SS, the air force (Luftwaffe) and the logistic divisions of the German army also used slightly different practices so that if one element was broken the others could still be used. All of the machines could use the interchangeable wheels from any enigma, so to find a matching set of wheels with the same serial number as the Enigma is quite rare.

Perhaps one of the more decisive changes to the Enigma was the addition of a plugboard or Steckerbrett. It would switch the letters before they entered the rotors which meant that e.g. if you pressed A, P would be transmitted and then mixed up again in the rotors - a total of thirteen cables could be inserted to switch thirteen pairs of letters. Only by setting a receiving enigma to the exact same settings of the sending enigma would you be able to decipher the message, down to the individual number of rotors used, the wheel alignments and the plugboard placements.

This particular machine is unusual in the fact that it has Bakelite thumb wheels instead of the more widely used metal thumb wheels due to the diminishing availability of metal and other resources for the Wehrmacht towards the end of the war.



59



60

59

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

£1,000 - 1,500

€1,200 - 1,800

60

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 - 7,000

€5,900 - 8,300



61



62

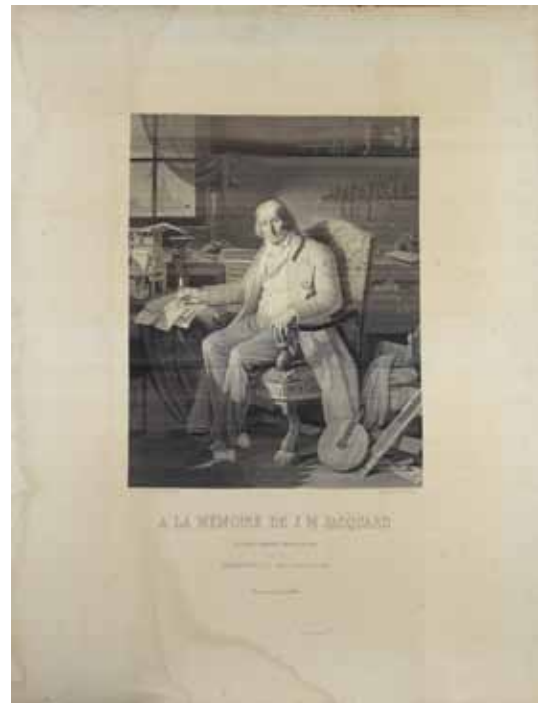


63

61
A rare McFarlane's calculating cylinder, Scottish, circa 1835, the 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 6in (15cm)
£600 - 800
€710 - 950

62
A Curta calculator type II, No 502890, in case with Curta instruction manual and 'Curta - Calculation Techniques' (3)
£500 - 600
€590 - 710

63
An unusual gaming mechanism, Continental, late 18th century, the clockwork mechanism with engraved brass plate, three apertures showing three dice which randomly revolve when mechanism tripped by lever at the side, the plate 5in (13cm) square
£1,000 - 1,500
€1,200 - 1,800



64

64
Joseph Marie Charles Jacquard (1752-1834) - A fine woven silk 'A La Mémoire' portrait, dated 1839, produced by Didter Petit et Cie, Lyon, executed on a Jacquard loom by Michel-Marie Carquillat, based on the portrait of Jacquard by Claude Bonnefond, framed, 28½ by 35½in (72.5 by 90cm)
£6,000 - 9,000
€7,100 - 11,000

The Jacquard loom was the first machine which used a system of punch cards in its operation and allowed the textiles manufacturers of Lyon to produce woven fabric significantly faster than their competitors. The loom is considered to be a first major step in the history of computing and computer programming. Charles Babbage had a similar copy of this image and Jacquard is considered influential in the development of the Analytical Engine.

This particular portrait would have been made to order, a system of 24,000 cards were used in their production.

Reference:
ESSINGER, James - *Jacquard's Web: How a hand loom led to the birth of the information age*, Oxford University Press, Oxford, 2004.

See lot 67 *Fine Mechanical Music and Scientific Instruments*, Bonhams Knightsbridge, 19 April 2011 for a similar example.

65
A rare three-rotor Enigma enciphering machine, German, circa 1940-41, stamped on baseplate 8081. complete with original I, II and III rotors and matching serial numbers (the first 8 in each case defaced), standard QWERTZ keyboard with keys with white lettering on black background, battery switch, vacant battery box, complete set of bulbs, ebonite plug board, set of plug board cables, set of instructions applied to the lid interior together with spare bulb rack, in oak carrying case with hinged lid and fall front with locking mechanism, the case when closed 13 by 10¾ by 6in (33 by 17.3 by 15cm)
£30,000 - 50,000
€36,000 - 59,000



67



66



67

A brass volvelle for determining the date of Easter, English, second quarter of the 18th century,

the instrument is composed of a circular disc with handle, on which a rotatable disc is mounted. The obverse is engraved with four circular scales giving, in the outer ring all possible dates for Easter from 22 March to 25 April; in the second ring the Dominical Letter; in the third, the Golden Number in the Julian calendar, and in the fourth, which is engraved on the second, movable, disc, the Golden Number 'Corrected Stile', ie in the Gregorian calendar. An economy of engraving has been made in these scales by not engraving some numbers, leaving others blank, and doubling the scales 1-9/10-19. The reverse carries instructions for calculating the Golden Number and the Dominical Letter. These are clearly engraved in upper and lower case italic script. In original fitted oak case with lid. 4 1/4 in (11 cm) diameter

£1,500 - 2,500

€1,800 - 3,000

The Golden Number marks the position of a year in the cycle of nineteen years within which the various aspects of the Moon return to the same position (within the limits of an hour) that they had nineteen years earlier.

The Dominical Letter indicates Sundays throughout the year. Considering the letters A-G to represent the first week of the year, the letter corresponding to the first Sunday, is the Dominical Letter for the year. Thus, if the year begins on a Sunday, the Dominical Letter is A, if it begins on a Monday, it will be G, and so forth.

In use, having found these two elements by following the instructions on the reverse, the values are entered into the scales on the obverse to derive a direct reading of the date of Easter.



67

66

A gilt brass and mother-of-pearl perpetual calendar, Austrian/German, 18th century,

the mother-of-pearl carved in relief with a double headed eagle, and with volvelle showing the months, zodiac signs, length of daylight etc, 1 5/8 in (4.5 cm) diameter

£800 - 1,200

€950 - 1,400



69



68^Y

A brass, silver and ivory perpetual calendar and aide-memoire, German, circa 1700, the six ivory plates with brass guards well engraved with acanthus scrolls and heraldic motif of three boar's heads, each side mounted with silver volvelle with apertures, $2\frac{3}{4}$ by $1\frac{7}{8}$ in (7 by 4.8cm)
£2,000 - 3,000
€2,400 - 3,600

69

A gilt bronze calendar disc, German, dated 1694, initialled *C W Gotha*, the obverse carries, at the centre, a perpetual calendar diagram which is surrounded by concentric scales for: the twelve months and their lengths, movable feasts, length of the day, time of sunset, length of night, time of sunrise, the reverse is marked with the date of the entry of the Sun into each zodiacal sign and a table of dominical letters from 1694 to 1760 together with astrological symbols for the days of the week, 2in (5cm) diameter
£300 - 500
€360 - 590



68



68



70 (detail)

70^W

A rare Newman Fortin-type 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 centimeter scales, in mirror-backed and glazed mahogany display case, 50½in (128cm) high

£2,000 - 3,000

€2,400 - 3,600

These high precision Fortin barometers were used in observatories and other scientific institutions where great accuracy was required. Similar examples are housed in the Canada Science & Technology Museum and the Power House Museum, Sydney.

This example is mounted with a plaque lettered *Presented by Hermann Bicknell January 1873*. Herman Bicknell was a surgeon, orientalist, linguist and an intrepid traveller and he was one of the first Englishman to penetrate Mecca as detailed in his account published in The Times of August 25th 1862.



71

71

ALFRED NOBEL and NITROGLYCERIN

Collection relating to the Nobel prize and to Alfred Nobel's first company and the production of nitroglycerin, mainly originating from the archives of Nobel's first company, *Nitroglycerin Aktiebolaget*, and the personal collection of its director Sigurd Nauckhoff (1879-1954), comprising:

(i) Silver-gilt medal captioned 'Nobel/ The medalet for the participants in the choice of The Nobel laureate(s) in literature/ the Swedish Academy/ Artist. Eric Lindberg, 1901', Swedish maker's mark 'MY' on rim, with date R10 (1991, the committee awarded the prize to Nadine Gordimer that year), obverse of medal with portrait of Nobel facing left, engraved 'Alfr. Nobel Nat. MDCCCXXXIII Ob. MDCCCXCVI', reverse with Swedish royal emblem of three crowns surmounted by a larger crown, engraved 'Reg. Acad. Scient Svec', window-mounted and framed, the medal 27mm. in diameter, overall frame size 330 x 270mm.

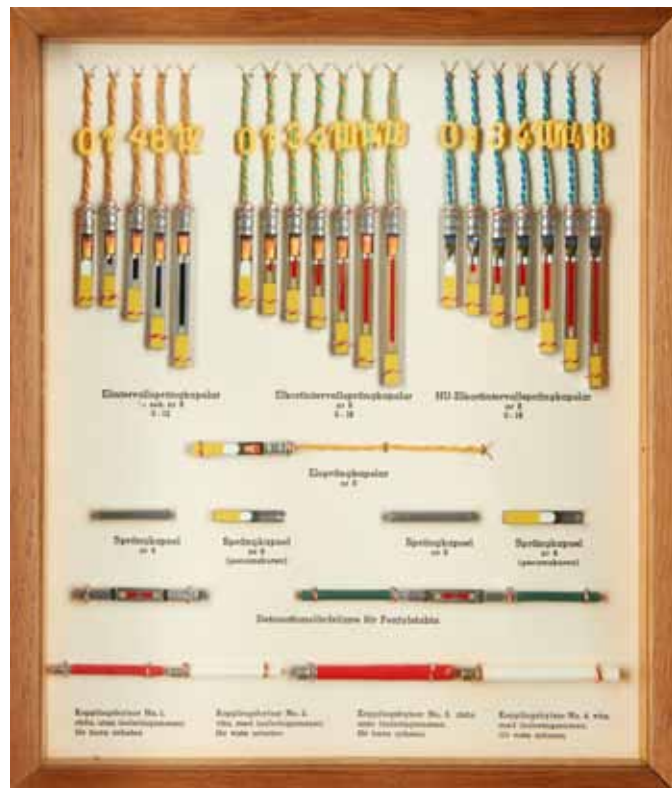
(ii) Collection of 39 volumes on nitroglycerin, explosives and related science, some in English or Swedish but mostly in German and with the bookplate of *Nitroglycerin Aktiebolaget* or of Nauckhoff himself, one signed by him and another signed by his father Gustav, pencilled company location references in many volumes, some bound in contemporary half or quarter calf gilt, others in uniform red cloth or original bindings, 8vo, mostly early twentieth century

(iii) An attractive display group of mounted dynamite fuses and detonators, with identifying printed captions in Swedish, framed and glazed, display case size 415 x 358mm.

(iv) Electrotype relief portrait of Nobel, signed 'K. O. Broady' on the plate, printed label on reverse ('K. Fintlings, Elektrogalvaniska Fabrik, Luntmakaregatan 42, Stockholm'), framed, overall 250 x 205mm.

£3,000 - 5,000

€3,600 - 5,900



71

"Nitroglycerin Aktiebolaget was Alfred Nobel's very first company. The manufacture of nitroglycerine on an industrial scale started there as early as 1865, and for more than fifty years the Vinterviken factory was to deliver Nobel explosives and blasting devices of various kinds for civil engineering, with a steadily expanding capacity. Alfred Nobel's revolutionary inventions - the blasting cap and dynamite, patented in 1863 and 1867, respectively - formed the basis for operations at Vinterviken. After Nobel's death in 1896, his shareholdings in Nitroglycerin Aktiebolaget as well as in all other Nobel companies around the world were liquidated, providing the financial basis for the Nobel Prizes... In 1965 the name Nitroglycerin Aktiebolaget was changed to Nitro Nobel" (Official Web Site of the Nobel Prize).

The books include: WALKER (WILLOUGHBY) Lectures on Explosives, New York, 1902; NAOUM (PHOKION) Nitroglycerine and Nitroglycerene Explosives, 1928; NORDENSTRÖM (G.) and A.W. CRONQUIST. Om Nitroglycerinhaltiga Sprängämnen, Stockholm, 1880 (2 copies); MEYER (OSWALD) Geschichte des Elektroisens, Berlin, 1914; SPIEGEL (LEOPOLD) Der Stickstoff und Seine Wichtigsten Verbindungen, Braunschweig, 1903; ESCALES (RICHARD) Schwarzpulver und Sprengsalpeter, Leipzig, 1914; VOIGT (A.) Die Herstellung der Sprengstoffe, Part 1, Halle, 1913; KAST (H.) Spreng- und Zündstoffe, Braunschweig, 1921; VENNIN (L.) and G. CHESNEAU. Les poudres et explosifs, Paris & Liège, 1914; Jahresbericht I [-X] der Chemisch-technischen Reichsanstalt, 10 issues in 2 vol., Berlin, 1920-1929.



75



72



72

A brass and silver perpetual calendar, German, circa 1700, with engraved acanthus leaf decoration, days of the week, date, hours of daylight, calendar and saints days, 1 in (4.8cm) diameter
£1,000 - 1,500
€1,200 - 1,800



73

A painted bone feng shui, luopan, 20th century, the central compass surrounded by four rings of cosmological characters including the eight trigrams, the face decorated in colour with scenes of rural life idyll, in circular bronze case with pierced foliate cover 4in (10cm) diameter
£300 - 400
€360 - 470



73

74^Y

A good set of brass Imperial Standard weights, by Bate of London, English, dated 1843, contained within a fitted metal case, with brass plaque engraved 'Imperial Standard Weights Branch Bank of England Portsmouth 1843', comprising of 15 spherical weights, the largest being 20 pounds troy together with two ivory boxes containing grain weights, the case 18in (46cm)
£1,000 - 1,500
€1,200 - 1,800



74

75

A good pair of Malby's 6-inch table globes, English, published 1847, the terrestrial and celestial spheres applied with coloured gores and mounted in brass meridians, within horizon ring applied with printed calendar and zodiac scales and supported on four turned mahogany legs with stretcher, 10in (25.5cm) high (2)
£2,000 - 3,000
€2,400 - 3,600



76

- 76
A Nathaniel Hill 2¾-inch pocket globe English, published 1754, cartouche printed *A New Terrestrial GLOBE by Nath. Hill 1754*, hand coloured gores with California shown as a peninsula, the Arctic lacks definition and labelled "Ice Sea", Australia lacking East coast definition and titled New Holland and North West portion of North America labelled "Unknown Parts", in fishskin case with map of the heavens applied to the inner semi-spheres, 3in (7.5cm) diameter
£4,000 - 6,000
€4,700 - 7,100

Provenance
It has been suggested that this pocket globe belonging to John Lewis Guillemard FRS by direct decent.



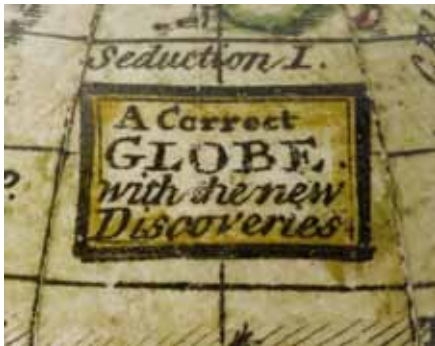
77

- 77
A Nicolas Lane 2¾-inch pocket globe, English, published 1776, the sphere with cartouche printed '*A New GLOBE of the EARTH by N.Lane*' and outside the cartouche '*1776 Prockter fc*', the twelve printed gores, hand coloured and detailing Anson's and Captain Cook's tracks, Tasmania is labelled "Dimes Land" and is attached to mainland Australia and California is represented as a peninsula, in fishskin covered case with inner hemisphere applied with two sets of twelve half gores printed with the celestial globe, 3in (7.5cm) diameter
£2,000 - 3,000
€2,400 - 3,600

- 78
A rare J Gellatly presentation 12-inch terrestrial table globe, Scottish, published 1856, cartouche printed "*Gellatlys New Terrestrial Globe showing all the latest Discoveries Constructed and Engraved by J Gellatly Edinburgh 1856*", the sphere mounted in a brass meridian, in horizon ring applied with printed calendar and degree scale, mounted with silver plaque engraved *Presented Through The Angus Club by J. Gellatly The Publisher to Jane Home Dux Highest Geography Class Horfar Academy 1856-7*, raised on four turned mahogany legs with stretcher 19in (49cm) high
£1,200 - 1,800
€1,400 - 2,100



78



79 (detail)



79



80 (detail)



80

79
A 2¾-inch pocket globe, anonymous after Herman Moll, English, late 18th century, cartouche printed 'A Correct GLOBE with the new Discoveries', the sphere applied with twelve coloured gores and printed with California as a peninsula, Australia and New Zealand according to Cook's discoveries, and Cook's track of 1761 (sic), in fishskin case with inner surfaced applied with celestial globe with cartouche printed 'A Correct Globe with ye New Constelations of Dr. Halley &c.', 3in (7.7cm) diameter
£4,000 - 6,000
€4,700 - 7,100

80
A 2¾-inch Newton's New & Improved terrestrial pocket globe, English, published 1817, cartouche printed "Newton's New & Improved Terrestrial Pocket Globe No.66 Chancery Lane London" further printed in the South Pacific area "NB The improved Analemma is intended to supercede the necessity of the Ecliptic Line hitherto unnecessarily drawn upon the Terrestrial Globe Pub. Jan 1 1817", the 12 hand-coloured gores printed with Captain Cooks tract 1778 as well as marking the point of his death, the sphere in black sharkskin case, with inner hemispheres mounted with calendar and zodiac ring, one surface applied with printed gores of the heavens, brass meridian lacking as well one brass hook, globe surface with sections of lacquer missing 4in (10cm) diameter
£1,200 - 1,800
€1,400 - 2,100



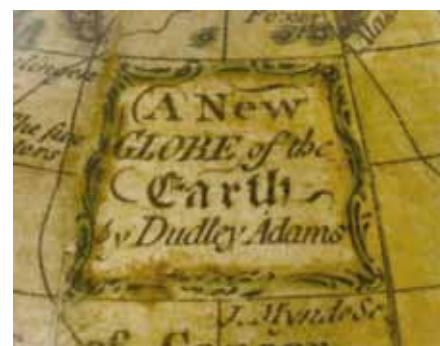
81



81 (detail)



82



82 (detail)

81

A good Charles Smith & Son 3 3/4 inch pocket globe, English, dated 1834, printed in the Pacific Ocean *SMITH'S TERRESTRIAL GLOBE exhibiting the whole of the DISCOVERIES to 1834 LONDON C. Smith & Son*, the papier mache globe applied with twelve coloured and printed gores and showing the tracks of Cook, Gore, Clerke, Vancouver and la Perouse and the island I. Grande off the coast of Argentina is marked *very doubtfull*, in spherical wood case with inner hemispheres applied with celestial globe printed *SMITH'S CELESTIAL GLOBE 4in (10cm) diameter*
£5,000 - 8,000
€5,900 - 9,500

82

A Dudley Adams 3-inch terrestrial pocket globe, English, circa 1800, cartouche printed 'A New Globe of the EARTH by Dudley Adams' and outside the cartouche *J. Mynde Sc.* the sphere with twelve hand coloured gores printed with tracks of Cook, Anson and King, in spherical case with black fishskin cover painted red on the inner surfaces, 3 1/4in (8cm) diameter
£4,000 - 6,000
€4,700 - 7,100



83



83 (detail)

83

A 3-inch Cary's pocket globe, English, published 1791, in circular cartouche: "CARY'S Pocket GLOBE agreeable to the latest DISCOVERIES LONDON Pub.d by J&W Cary Strand Apr. 1 1791", the sphere applied with 12 hand-coloured copper engraved gores, showing the tracks of Cook's three voyages and that of Constantine Phipps voyage to the North, in black sharkskin covered case with two brass hook and eye fastenings, one inner hemisphere with 12 half gores depicting "The WORLD as known in CAESAR's Time, agreeable to D'Anville" and the other hemisphere with printed segments "A Table of Latitudes & Longitudes of places not given on this GLOBE.", the case 3¼in (8cm) diameter
£3,000 - 5,000
€3,600 - 5,900

84^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 10¾in (27.5cm) wide
£600 - 800
€710 - 950

85

A collection of iron and steel dividers, calipers and set squares, various dates, including two calipers with vernier scales, a set of three steel set squares, one stamped Massi, and various other precision instruments (12)
£200 - 300
€240 - 360

86

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 6½in (16.5cm) high
£300 - 500
€360 - 590

87

A pair of iron single handed dividers, French, late 17th century, 7½in (19cm) radius
£500 - 800
€590 - 950



84

88

A brass scale rule with transversals, early 18th century, for proportional parts $1/1000$; $1/1250$; $1/2000$; $1/2500$, 10in (25cm) long; together with proportional parts scale marked 'Prager Zoll' [Prague measures]; engraved, lobed suspension piece, c. 1700, 6in (15cm) long; and a set square with lobed ends marked on one side for English, French, Rhinland, Zurich, Schaffhausen and Amsterdam inches (3)

£300 - 400

€360 - 470

89

Three folding boxwood rules, late 18th century, each with brass hinge and various linear and non-linear scales, the longest $23\frac{1}{2}$ in (60cm)

£150 - 200

€180 - 240

90

A pair of Robert Keen folding nickel dividers, English, circa 1835, signed Keen, Tower Hill, London, in fitted leather case; together with a pair of brass and iron dividers and two steel dividers with worn screw adjustments (4)

£250 - 350

€300 - 420



86



87



88



89



91

91

Five iron calipers, 18th and 19th centuries, including a pair of inside and outside calipers stamped *C WERL*; another pair with spring hinge and worm screw and butterfly wing nut adjustment, the largest 10in (25.5cm) radius (5)

£350 - 500

€420 - 590



92

92^Y

A pocket set of drawing instruments, English, late 18th century, the leather case fitted with ivory sector and rule, brass protractor, dividers, compass and accessories, 7in (18cm) high

£300 - 400

€360 - 470

93

Ertel & Sohn brass and steel Kilometer dividers, German, 19th century,

engraved *Ertel & Sohn, Sailer Pfl.*, divided with two kilometer scales 1:50000 and 1:80000, in brass and leather sheath, radius 3½in (9cm)

£300 - 400

€360 - 470

94^Y

A folding ivory rule/ pencil/ knife, 18th century, together with a small pair of brass and iron calipers and four various small dividers (6)

£250 - 350

€300 - 420



93

95

A double folding brass rule and set square, German, dated 1695, not signed but with an inverted horse-shoe stamp in the centre of the date, the unfolded rule locks into place to form an isosceles triangle, the obverse of each longer leg is graduated 1-12 divided to quarters, and the reverse 1-90, plain base side, length of sides 6½in (15.7cm); base 5½in (13.2cm)

£250 - 350

€300 - 420



95

Since each of the main divisions equals 26mm, the instrument is probably graduated in Schaffhausen inches.



96

96
A brass folding rule, set square and level, French, first half of the 18th century, signed 'Menant à Paris', probably by Pierre Louis Menant, 'Ingénieur du Roi', length of side $3\frac{1}{2}$ in (9cm); together with a silver $\frac{1}{2}$ pied de Roi signed 'N. Bion à Paris' with formal foliate decoration, $3\frac{1}{8}$ in (8cm) radius and a folding gilt brass set square, $3\frac{1}{8}$ in (8cm) long (3)
£250 - 350
€300 - 420



97

97
Three small pairs of dividers, 16th and 17th centuries, comprising; a pair of single handed dividers, $3\frac{1}{2}$ in (9cm) radius, a pair of bronze dividers with scorpion stamp, $2\frac{3}{8}$ in (6cm) radius, and a small pair with wheel stamp, $1\frac{1}{2}$ in (4cm) radius (3)
£400 - 600
€470 - 710



98

98
Large iron dividers, probably late 16th century, flat, triple jointed nesting upper legs to abutting points beneath pronounced shoulders, well cut and slightly engraved at joint, $14\frac{1}{2}$ in (37cm) radius
£800 - 1,200
€950 - 1,400



99

99
A large hand-forged iron pair of mason's dividers, French, circa 1700, with flat overlapping legs ornamented by shaped supports to the points, 26in (66cm) radius
£600 - 1,000
€710 - 1,200

100
Three sets of boxed drawing instruments, German, 18th & 19th century, comprising a leather bound case fitted with compass, parallel rule, protractor, dividers and compasses, the two other sets with steel instruments (3)
£250 - 350
€300 - 420



101



102



103



104



105

101

Two iron dividers 17th century, the smaller forged iron dividers, with cuts, *length 20cm*, the larger hand forged iron dividers, cuts and engraved *length 21.5cm, 8in (21cm) radius (2)*

£300 - 500

€360 - 590

102

Bronze and iron dividers, German, circa 1650, stamped with double fleur de lys makers mark for Andreas Schupp, octagonal headed, double jointed instrument, with ball joints and iron tips, *9in (23cm) radius*

£1,000 - 1,500

€1,200 - 1,800

103

A pair of brass and iron dividers, 18th century, with brass guard and iron points, *10in (25.5cm) radius*

£150 - 200

€180 - 240

104

A pair of "Ballerina" brass calipers, 18th century, for inside and outside measurement, the arms in the form of a pair of ladies legs *5½-in (14cm) long*; together with an iron pair of calipers with arms pieces with initials "B" and later converted to a cigar cutter; a small pair of iron calipers for use single handed and a small double pair of brass calipers (4)

£300 - 400

€360 - 470

105

Two pairs of spring dividers, late 17th century, comprising a delicate brass and iron dividers with wing nut adjustment *3 1/2in (9cm) radius*; and a pair of iron dividers, *4in (10cm) radius (2)*

£400 - 600

€470 - 710



106



106

A rare cased set of George Adams Senior gunnery/drawing instruments, English, mid 18th century, the brass mounted mahogany case with green velvet lined interior fitted with four brass instruments comprising a sector, signed 'Improved and Made by GEO ADAMS Instrument Maker to His MAJESTY Office of ORDINANCE at Tycho Brahe's Head in Fleet Street', engraved on both sides with linear and non-linear scales, protractor signed 'G Adams London' alidade and engraved with double degree scale, rule signed 'Made by GEO ADAMS Instrumt Maker to His MAJESTY Office of ORDINANCE in Fleet Street LONDON' engraved with degree and nonlinear scales, and parallel rule with scissor action, the sector 9in (23cm) radius, case 10 $\frac{3}{4}$ in (27cm) wide
£4,000 - 6,000
€4,700 - 7,100

George Adams is recorded at Tycho Brahe's Head, Fleet Street from 1738-1757.

107

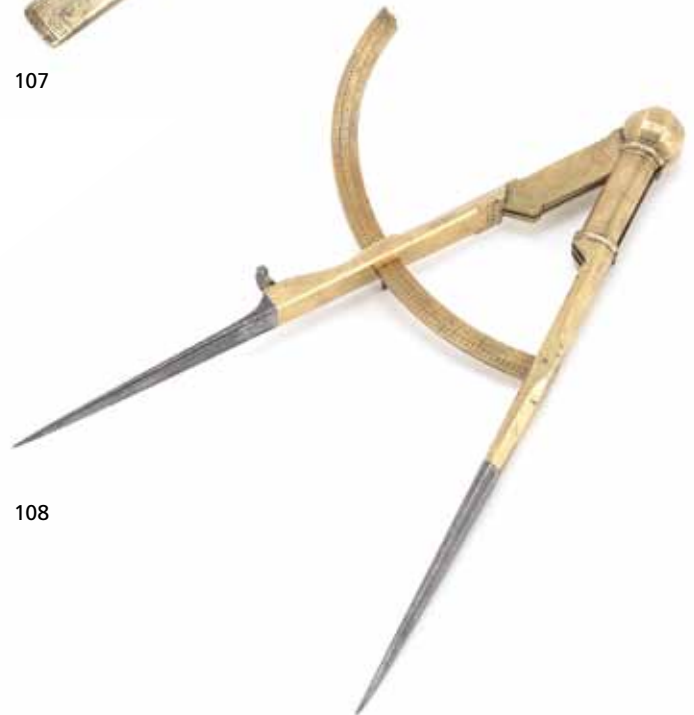
An Edmund Culpeper brass protractor, English, early 18th century, signed 'E. Culpeper Londini Fecit', engraved with double 180 degree scale, 6 $\frac{3}{16}$ in (15.5cm) long
£400 - 600
€470 - 710

108

Large brass wing dividers, German, dated 1746, stamped LAYBACH 1746 and SIGL under a coronet, with octagonal head, double joint, iron points, one detachable with wing nut, wing with 0-90 degree divided scale, radius 11 $\frac{1}{2}$ in (29cm)
£2,000 - 3,000
€2,400 - 3,600



107



108



111



110

Two simple brass microscopes, mid 19th century, one with shaped glass surround, the other screwing into a brass case, the larger $3\frac{1}{2}$ in (8cm) high (2)
£300 - 400
€360 - 470

111

A Wilson brass screw-barrel microscope, Dutch, early 18th century, complete with screw barrel, turned brass handle, five numbered lenses and three ebonised wood slides, in velvet lined open box 5in (13cm) wide
£1,200 - 1,800
€1,400 - 2,100

Originally devised by Nicolas Hartsoeker c.1694, this form of microscope was introduced into England in modified form by James Wilson.

See his 'The Description and Manner of Using a Late Invented Set of Small Pocket Microscopes', Philosophical Transactions, 1702.

112^Y

A brass and ivory compass microscope, English, mid 18th century, with turned ivory handle, single objective and forceps on adjustable hinge, 5in (13cm) high; together with a W & S Jones-type simple microscope with hinged ivory handle and objective holder, forceps on adjustable slide, folding to store in red leather case, when open 3 $\frac{1}{2}$ in (9cm) high (2)
£600 - 800
€710 - 950

113

A travelling botanic microscope, English, early 19th century, of cylindrical form with simple lens, circular stage and concave reflector, with forceps, tweezers and point tools arranged around the sides, in original leather covered card case, $3\frac{3}{4}$ in (8cm) high
£300 - 400
€360 - 470



109

109

An unusual and large pair of carved wood proportional compasses, German, dated 1770, stamped with initial HF and dated 1770, with iron tips and wing nut and screw, engraved decoration overall and double 1-XII scale, overall length $15\frac{1}{4}$ in (39cm)
£1,000 - 1,500
€1,200 - 1,800



115

114

A Charles Baker brass binocular microscope, English, circa 1870, signed Baker, 244, High Holborn, London, of Ross design with mechanical stage, sub-stage wheel of stops and plano/concave reflector, in mahogany case with accessories including oculars, objectives and bench condenser, 18in (46cm) high
£2,000 - 3,000
€2,400 - 3,600

115

A Gould-type compound monocular microscope, English, mid 19th century, of standard form with sliding stage focusing, in fitted mahogany case with three objectives and two slides, when erected 8in (20cm) high
£350 - 500
€420 - 590

116

A brass drum compound monocular microscope, circa 1840, with rack and pinion focusing, rectangular stage and concave reflector, 8in (20cm) high
£200 - 300
€240 - 360

117^W

A Smith, Beck and Beck 2¾-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)
£500 - 700
€590 - 830



114



117

118



122



119

118^Y

A walking stick refracting telescope, signed on the draw *Richardson London*, the telescope concealed within a walking stick with turned ivory objective cap and draw with eyepiece revealed by unscrewing lower section, mahogany bound 35in (89cm) long
£600 - 800
€710 - 950

119

Two hand-held refracting telescopes, mid 19th century, comprising; a 1¼-inch three draw telescope with leather bonding and a 1-inch refractor with three draws and painted outer tube (2)
£200 - 300
€240 - 360

120



120

A 1.4-inch brass refracting telescope, French, early 19th century. with three draws, ocular with disc of three lenses, mounted with flange which allows the telescope to be placed on a flat surface without rolling off, extended length 6½in (17cm)
£300 - 500
€360 - 590

121

A Merz Utzschneider & Fraunhofer 1½-inch retracting telescope, German, circa 1820, signed *Merz Utzschneider und Fraunhofer Munchen*, with three brass draws, mahogany bound tube, in original leather carrying tube, length when closed 7¼in (18.5cm)
£300 - 500
€360 - 590

122

A 1½-inch T. Rubergall refracting telescope, English, early 19th century, signed *T. Rubergall Optn. to their Majesties 24 Coventry Street LONDON*, with three nickle-plated draws and mounts, rosewood bound tube, in leather case, unextended length 9¾in (24cm)
£200 - 300
€240 - 360

121





123

123

A $\frac{3}{4}$ -inch five-draw hand held refracting telescope, Continental, circa 1780, brass and ebony fittings with marbled paper covering to the draws, double turned eye-piece, length closed $10\frac{1}{2}$ in (25cm)
£500 - 700
€590 - 830



124

124

A $\frac{1}{2}$ -inch refracting telescope, probably Italian, early 18th century, with green vellum covered pasteboard draw, shagreen covered outer tube and turned ebony eyepiece and objective mounts, length when closed $8\frac{1}{2}$ in (22cm)
£800 - 1,200
€950 - 1,400



125

125^Y

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
£400 - 600
€470 - 710

126^W

A Banks & Co 3-inch brass refracting telescope on stand, the tube with rack and pinion focusing and steadying strut mounted on a bracket above tapering brass column with folding mahogany tripod, in pine case with accessories, length of tube 46in (117cm)
£1,000 - 1,500
€1,200 - 1,800



126



127



128



130



127^Y

A 1 1/4-inch brass refracting telescope, French, early 19th century,

signed Bardou a Paris, ocular with wheel of three lenses, two draws, leather bound tube and hinged ivory handle, extended length 5 1/2 in (14cm)

£300 - 400

€360 - 470

128

A 1 1/2-inch brass refracting telescope, English, early 19th century, with two brass draws and leather bound tube, unextended length 15 in (38cm) long

£250 - 350

€300 - 420

129

Three small refracting telescopes, early 19th century, comprising an all brass single draw telescope, a single draw leather bound tube telescope and a three draw telescope (3)

£150 - 200

€180 - 240

130

A fine and rare Joseph Jackson Gregorian reflecting pocket telescope, English, mid 18th century,

signed 'Jo, Jackfon LONDON. (106)', indistinctly cast to the main mirror 'jackfon London' the tube with a screw thread adjustment to the secondary mirror, the tube bound in stained ray skin, the length of tube 7 in (8cm) long

£1,200 - 1,500

€1,400 - 1,800

Joseph Jackson worked at Angel Court, Strand, London from 1736-1760.

131



131

A rare quadruple glass sand-glass set, Nuremburg, circa 1700, not signed, but with a Nuremberg master-mark of an arrow repeated four times, the four-glass set for 15, 30, 45 and 60 minutes with cloth, wax and twine bindings, in wall-mounted brass frame with twist columns and stamped decoration overall, one side hinged with four securing hooks, 7 by 8 1/4 in (18 by 21 cm)

£3,000 - 5,000

€3,600 - 5,900

For similar German sand-glass sets see:

ATTALI, Jacques, *Mémoire de Sabliers*, Editions de l'Amateur, 1997, p.50.

TURNER, Anthony, *The Time Museum: Catalogue of the Collection Volume I Part 3 - Water-clocks, Sand-glasses, Fire-clocks*, Time Museum, 1984, pp.92-3 and pp.96-7.

132

A sand-glass, Continental, late 18th century, the double ampoules with wax and twine seal binding, in stained wood frame with circular top and base and five shaped pillars, 7 in (18 cm) high

£600 - 900

€710 - 1,100



132



134

133

A 17th century style horizontal sundial,

square dial with rounded corners, hour-scale reading to 15 minutes surrounding near symmetrical relief cast frond and floral decoration around a central sun-burst, date of 1643 surmounted by a crown, 8³/₄in (22cm) square

£300 - 500

€360 - 590

134

A 16th century style silver and gilt brass horizontal sundial and hour convertor, early 20th century,

signed C S 1565, Antwerp inspector's mark stamped on the frame, the year letter "G" for 1565/6, the silver mounted box of square section hinged to open flat with inscription around the outside *INSEQUOR ET DOCEO FUGIENTES TEMPORIS HORAC HIC MEA NON FULGIT VIRTUS SINE LUMINE PHEBI*, silver horizontal dial with hinged gnomon and inset compass, hour dial within which is a diaphram of unequal hours and Italian hours, mounted above is a gilt brass ecliptic ring and above this is a second index for volvelle for the lunar phase, the corners inset with gilt brass repousse plaques depicting allegorical scenes, 7in (18cm) square

£4,000 - 6,000

€4,700 - 7,100

The initials "C S" indicates that this instrument might be attributed to Christoph Schissler however the form and decoration have nothing in common with known works by Schissler.

A similar double instrument with comparable lettering style and layout is in the Adler Planetarium, Chicago. This example however is signed *GEORGIUS HARTMANN NORENBERGE FACIEBAT ANNO 1558*



133



135

135

A brass Butterfield type dial, French, early 18th century
signed *Buterfield* (sic) *A Paris.*, the octagonal dial with hinged gnomon
and bird pointer, inset compass and engraved with hour scales, the
reverse engraved with towns and their latitudes, $2\frac{3}{4}$ in (7cm) long
£500 - 800
€590 - 950



136

136

A watch-form brass equinoctial dial, probably French, late 18th
century,
with hinged gnomon, hour ring and latitude arc, in watch-form pocket
case $2\frac{1}{4}$ in (5.8cm) diameter
£300 - 500
€360 - 590

137

An unusual leather mounted sand-glass, German, late 17th
century,
the two ampoules with wax, cloth and twine binding, in leather case
with cut-out sides and circular top and base, $6\frac{1}{2}$ in (16.5cm) high
£300 - 500
€360 - 590



137

138

A rare multiple sand-glass, probably French, 18th century,
with one large ampoule and another blown in four sections for the
quarter hours, wax and twine binding, in unusual square section
pasteboard case with marbled paper covering and with cut-out side
section, 8in (20cm) high
£1,000 - 1,500
€1,200 - 1,800

Square section rectangular stands for single-glass sand-glasses are very
uncommon, hexagonal or octagonal forms generally being employed.



138



140



139



141



142

139*

A Le Maire brass Butterfield dial, French, mid 18th century, signed *Le Maire a Paris a la Pierre d'arman*, the octagonal dial inset with compass rose and engraved four hour scales, mounted with hinged gnomon and bird indicator, the reverse with list of European cities and their latitudes, in unoriginal leather covered case, the dial $2\frac{3}{4}$ in (7cm) long

£500 - 800

€590 - 950

140

A boxwood feng shui compass and inclining dial, Chinese, late 19th century, with inset compass with painted scales surrounding it, adjustable vertical sundial with hinged gnomon, on baseplate $6\frac{1}{4}$ in (16cm) long

£400 - 600

€470 - 710

141

A Delure silver Butterfield dial, early 18th century, signed *Delure A Paris*, the octagonal dial with hinged gnomon and bird pointer, four engraved hour scales, inset compass and engraved on reverse with towns and their latitudes, $2\frac{3}{4}$ ins (7cm) long

£900 - 1,200

€1,100 - 1,400

142

A brass and marble cannon sundial or noon day gun, French, circa 1800,

made for latitude 43 degrees 33 minutes, the circular marble base mounted with shaped gnomon, a large burning lens adjustable against a quadrant with calendar scale and a small signal cannon, $10\frac{1}{2}$ in (27cm) diameter

£1,500 - 2,000

€1,800 - 2,400

Cannon dials were popular throughout the 18th century. The burning glass would receive the sun's rays at noon and ignite a fuse on the cannon and thus fire the gun giving a signal for midday. All in the vicinity would then be able to adjust their pocket watches to the correct time.



143

143

A gilt and patinated brass mechanical equinoctial dial, Austrian, early 18th century,

the elongated octagonal base-plate, the shorter sides lobed, the plate with engraved scallop decoration, is carried by three turned levelling feet. A rigidly mounted plummet holder and bob is attached at the end opposite that on which the dial is mounted. Along the centre length of the base is a latitude scale (33°-63°) against which the equinoctial plate may be set by a strut and holder. This holder is adjusted by loosening a wing-nut below the plate. The equinoctial plate has a toothed circumference, is symmetrically pierced, has rubricated formal leaf engraving, and a double hour scale (III-XII-IX). Mounted at the centre is an alidade engraved at one end with a minute scale and carrying a vertically mounted calendar scale against which the sighting arm is adjusted. In use, the dial is oriented along the local meridian, the sighting arm is set for date against the calendar scale and turned, with the help of a key working on the extended arbor of the minute hand which turns a six-leaf pinion against the toothed edge of the hour plate, until a spot of light falls through the upper vane of the onto the centre of the lower vane. Time can then be read off from the two scales. 8 by 5½in (20.3 x 14.2cm)

£14,000 - 18,000

€17,000 - 21,000

Of the several forms of mechanical equinoctial dial developed throughout Europe during the 18th century following invention of the device, probably by Claude Dunod c. 1680, the example offered here resembles most closely the instruments produced by Franz Antoni Knitl (1671-1754), who from 1708 was a staff member of the Engineering School at Linz and from whom several instruments are known dating between 1708 and 1721.

144

An imitation Persian astrolabe,

of brass construction, 5½in (14cm) diameter

£200 - 300

€240 - 360

A totally unusable instrument typical of many produced for the tourist market throughout the 20th century.

For the portrait of a maker of such in Isfahan see Seyyed Hossein Nasr, *Islamic Science: An Illustrated Study*, 1976, 121 pl. 76 although with the unfortunate caption of 'a contemporary master astrolabe maker'.

145

An Ulrich Schniep gilt brass portable horizontal sun and moon dial,

signed 'VDALRICVS SCHNIEP MONACHY FECIT ANNO 1578' [Ulrich Schniep Munich made it in the year 1578], and inscribed along the side, 'HOROLOGIVM SOLIS ET LVNÆ AD ELEVATIONVM POLI 47 48 49 GR [Sun- and moon- dial for 47, 48 and 49° latitude], the shallow cylindrical box with swivelling cover (screw and socket replaced) punched around the raised edge with a double 12-hour scale; within this is a scale for the days of the Moon of 28 within which a volvelle rotates to indicate the age and phase of the Moon, the centre being engraved with an aspectarium, within the box is an horizontal dial (4-12-8) with spring-up, shaped gnomon and inset compass, the base carrying signature around symmetrical geometric and scroll-leaf decoration, 1¾in (4.1cm)

£10,000 - 15,000

€12,000 - 18,000

146

An gilt brass compendium attributed to Augustine Ryther, English, dated 1589,

The shallow rounded box with hinged lid has formal diamond-shaped decoration engraved around its circumference on either side of a clover-shaped suspension piece set at the North point. All faces of the instrument are engraved

1 upper face of lid: around the outer edge is a double twelve-hour scale in Roman numerals reading to single hours; within this is a 32-point scale of compass-directions with North indicated by a fleur-de-lys, the other cardinal points and the inter points by their initials; within this is a lunar scale of thirty surrounding a volvelle engraved with an aspectarium, and with a lunar phase aperture.

2 Inner face of lid: the names and latitudes of twenty-four places in Britain arranged in four concentric rings and six columns as follows:

Sandwich 51 29 Hereford 52 2 Lincoln 53 6 Edinburgh 57 0
Northampton 52 50 Falmouth 51 0
London 51 32 Oxford 51 50 Chester 53 54 Barwicke 56 23 Nottingham
53 0 Canterbury 51 28
Bristow 51 42 Cambridg 52 0 Yorke 54 1 Newcastell 55 0 W[in]chester
53 10 Douer 51 26
Exciter 51 0 Norwich 52 10 Hull 53 57 Carelil 55 2 Ipswich 52 0 Rye 51 5

Despite all the places named being in Britain, the central space carries the title 'THE names of Cities and Townes in Europe'.

3 Horizontal dial with spring-up gnomon and a central inset compass with four cardinal points marked by their initials. Since there is no provision for adjusting the gnomon for latitude and the lettering is different that of the rest of the instrument this plate is probably a later replacement.

4 Outer face of the box: a set of calendar scales reading from the outside inwards giving the date of Easter, the first Sunday in Lent, the Dominical letter, Prime, the Dominical letter for leap years, leap years, the epact, Prime. All these surround a central circle engraved with the base date 'Anno 1589'.

1 5/8in (4.1cm) diameter

£12,000 - 16,000

€14,000 - 19,000

Attribution of this compendium (with the exception of the central dial plate) rests on the similarity of the layout of the latitude list with that in another compendium signed by Ryther (Science Museum, London 1985-2021, described in G. Turner, 173-5), and the similarity of letter and numeral forms between the two instruments. Sixteen of the places listed on the present dial also occur on the signed dial: all are given the same latitude value and the eccentric spelling of 'Exciter' for Exeter is common to both. The shape of the suspension mounts is similar and there is a close correspondence in the script employed. It is highly likely that this instrument was originally fitted with an adjustable equinoctial dial in the box, similar to that which is preserved in the Science Museum instrument.

Augustin Ryther (Writer or Rider), fl. 1576-95 is known as an engraver of maps, plates for books, and instruments. In 1590 he had his shop 'a little from Leaden hall next to the Signe of the Tower'. He is the earliest known instrument-maker in the Grocers' Company and through his apprentice Charles Whitwell, stands at the head of the entire craft succession of mathematical instrument-makers in that company. Only two instruments signed by him are known.

Literature

Gerard L'E Turner, *Elizabethan Instrument Makers, the Origins of the trade in precision Instrument Making*, Oxford, 2000.

Joyce Brown, *Mathematical Instrument-Makers in the Grocers' Company 1688-1800*, London 1979.



145



146



145



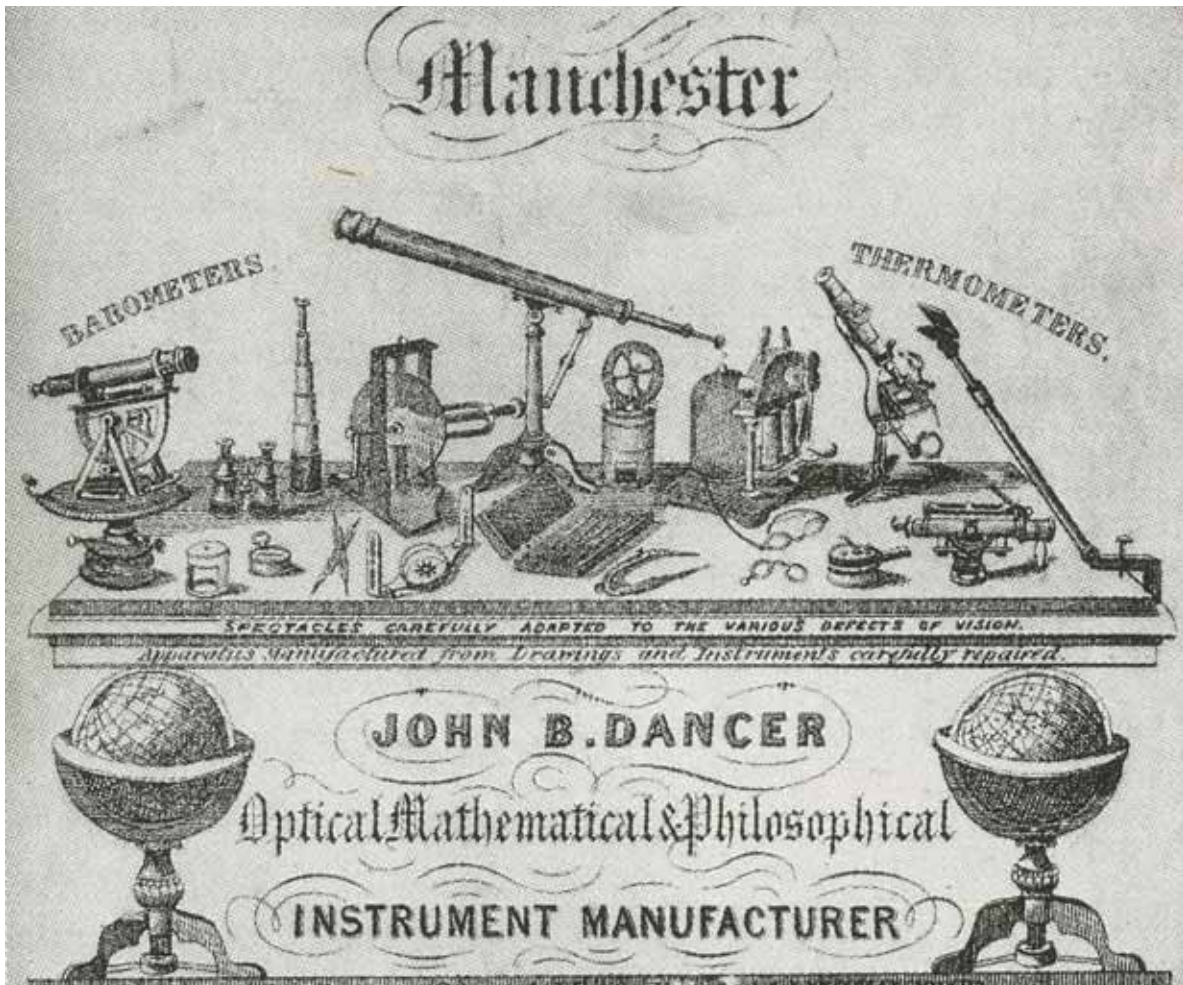
146



145



146



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1793

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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 £50,000 of the *Hammer Price*
20% from £50,001 to £1,000,000 of the *Hammer Price*
12% from £1,000,001 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 2% 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 2% surcharge.

Credit cards: Visa and Mastercard only. Please note there is a 2% surcharge on the total invoice value when payments are made using credit cards. It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or

any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. BOOKS

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

16. CLOCKS AND WATCHES

All *Lots* are sold "as is", and the absence of any reference to the condition of a clock or watch does not imply that the *Lot* is in good condition and without defects, repairs or restorations. Most clocks and watches have been repaired in the course of their normal lifetime and may now incorporate parts not original to them. Furthermore, *Bonhams* makes no representation or warranty that any clock or watch is in working order. As clocks and watches often contain fine and complex mechanisms, *Bidders* should be aware that a general service, change of battery or further repair work, for which the *Buyer* is solely responsible, may be necessary. *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	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	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):	9.1	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> .	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 <i>c/o 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.
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	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.	10.5	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.
8.1.2	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;	9.3	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> ,	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.
8.1.3	to retain possession of the <i>Lot</i> ;	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> ;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.4	to remove and store the <i>Lot</i> at your expense;	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;	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
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;	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.	10.9	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.
8.1.6	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;	9.4	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> .
8.1.7	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;			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> .
8.1.8	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;			10.12	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.
8.1.9	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			11	GOVERNING LAW
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.				All transactions to which the <i>Contract for Sale</i> 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 <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
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.				
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 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.				
		10	MISCELLANEOUS		
		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 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> .		

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 *Purchase Price* to us will title in the *Lot* pass to you. However under the *Contract for Sale*, the risk in the *Lot* passed to you when it was knocked down to you.
- 6.2 You are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.

7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	7.3	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.	9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
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>):	7.4	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.	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
7.1.1	to terminate this agreement immediately for your breach of contract;			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.
7.1.2	to retain possession of the <i>Lot</i> ;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT	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> .
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:	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> .
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	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
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	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.
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	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> .
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.	10	OUR LIABILITY
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:	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> .
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	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:
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.	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
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	10.2.2	changes in atmospheric pressure; nor will we be liable for:
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.	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.	10.2.3	damage to tension stringed musical instruments; or
		9.2	Paragraph 9 applies only if:	10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> 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.
		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		
		9.2.2	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		
		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> .		

10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

10.3.2 Unless you buy the *Lot* as a *Consumer*, in any circumstances where we are liable to you in respect of a *Lot*, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* plus *Buyer's Premium* (less any sum you may be entitled to recover from the *Seller*) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

10.4 Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

Where the *Lot* is made up wholly of a *Book* or *Books* and any *Book* does not contain text or illustrations (in either case referred to as a "non-conforming *Lot*"), we undertake a personal responsibility for such a non-conforming *Lot* in accordance with the terms of this paragraph, if:

the original invoice was made out by us to you in respect of the *Lot* and that invoice has been paid; and

you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a non-conforming *Lot*, and in any event within 20 days after the *Sale* (or such longer period as we may agree in writing) that the *Lot* is a non-conforming *Lot*; and

within 20 days of the date of the relevant *Sale* (or such longer period as we may agree in writing) you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a non-conforming *Lot* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

but not if:

the *Entry* in the *Catalogue* in respect of the *Lot* indicates that the rights given by this paragraph do not apply to it; or

the *Entry* in the *Catalogue* in respect of the *Lot* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or

it can be established that the *Lot* is a non-conforming *Lot* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or

the *Lot* comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or

the *Lot* was listed in the *Catalogue* under "collections" or "collections and various" or the *Lot* was stated in the *Catalogue* to comprise or contain a collection, issue or *Books* which are undescribed or the missing text or illustrations are referred to or the relevant parts of the *Book* contain blanks, half titles or advertisements.

If we are reasonably satisfied that a *Lot* is a non-conforming *Lot*, we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the *Purchase Price* and *Buyer's Premium* paid by you in respect of the *Lot*.

The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.

12 MISCELLANEOUS

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

12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.

12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.

12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

12.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.

12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.

12.8 In this agreement "including" means "including, without limitation".

12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.

12.10 Reference to a numbered paragraph is to a paragraph of this agreement.

12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.

12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

"**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* (where applicable), the *Buyer's Premium* and *VAT* on the *Buyer's Premium* and any *Expenses*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that:
 - (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
 - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
 - (a) the seller;
 - (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
 - (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

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Registration and Bidding Form

(Attendee / Absentee / Online / Telephone Bidding)

Please circle your bidding method above.

Bonhams

1793

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

This sale will be conducted in accordance with Bonhams' Conditions of Sale and bidding and buying at the Sale will be regulated by these Conditions. You should read the Conditions in conjunction with the Sale Information relating to this Sale which sets out the charges payable by you on the purchases you make and other terms relating to bidding and buying at the Sale. You should ask any questions you have about the Conditions before signing this form. These Conditions also contain certain undertakings by bidders and buyers and limit Bonhams' liability to bidders and buyers.

Data protection – use of your information

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

Credit and Debit Card Payments

There is no surcharge for payments made by debit cards issued by a UK bank. All other debit cards and all credit cards are subject to a 2% surcharge on the total invoice price.

Notice to Bidders.

Clients are requested to provide photographic proof of ID - passport, driving licence, ID card, together with proof of address - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, together with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed. For higher value lots you may also be asked to provide a bank reference.

If successful

I will collect the purchases myself ☐
Please contact me with a shipping quote (if applicable) ☐

Sale title: Cameras, Scientific Instruments & Mechanical Music		Sale date: 29 October 2013	
Sale no. 20774		Sale venue: Knightsbridge	
If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.			
General Bid Increments:			
£10 - 200by 10s		£10,000 - 20,000by 1,000s	
£200 - 500by 20 / 50 / 80s		£20,000 - 50,000by 2,000 / 5,000 / 8,000s	
£500 - 1,000by 50s		£50,000 - 100,000by 5,000s	
£1,000 - 2,000by 100s		£100,000 - 200,000by 10,000s	
£2,000 - 5,000by 200 / 500 / 800s		above £200,000at the auctioneer's discretion	
£5,000 - 10,000by 500s			
The auctioneer has discretion to split any bid at any time.			
Customer Number		Title	
First Name		Last Name	
Company name (to be invoiced if applicable)			
Address			
City		County / State	
Post / Zip code		Country	
Telephone mobile		Telephone daytime	
Telephone evening		Fax	
Preferred number(s) in order for Telephone Bidding (inc. country code)			
E-mail (in capitals) <input type="text"/>			
<input type="text"/>			
I am registering to bid as a private client <input type="checkbox"/>		I am registering to bid as a trade client <input type="checkbox"/>	
If registered for VAT in the EU please enter your registration here:		Please tick if you have registered with us before <input type="checkbox"/>	
<input type="text"/> / <input type="text"/> - <input type="text"/> - <input type="text"/>			

Please note that all telephone calls are recorded.

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

FOR WINE SALES ONLY		
Please leave lots "available under bond" in bond <input type="checkbox"/>	I will collect from Park Royal or bonded warehouse <input type="checkbox"/>	Please include delivery charges (minimum charge of £20 + VAT) <input type="checkbox"/>

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

* Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.

NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form.

Please email or fax the completed Auction Registration form and requested information to:

Bonhams, Customer Services, 101 New Bond Street, London, W1S 1SR. Tel: +44 (0) 20 7447 7447 Fax: +44 (0) 20 7447 7401, bids@bonhams.com

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