Bonhams



European Ceramics and Glass

Including Design from 1860

Wednesday 30 April 2014 Edinburgh



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22 Queen Street, Edinburgh

Bonhams

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Front cover: Lot 133 Back cover: Lot 111 Inside front cover: Lot 64 Inside back cover: Lot 33

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English Ceramics

Four delft drug jars

Late 17th/early 18th century

All of ovoid form with blue painted monochrome decoration, one inscribed 'E:e'CASSIA', 18.5cm high, one inscribed 'C:LUJULAE', 17.5cm high, one inscribed 'C:DE:HYACINT', 17.5cm high, and one inscribed 'U:POMATUM', 17cm high, (damages)

£500 - 700

2

Five delft drug jars
Late 17th/early 18th century

All painted in blue monochrome, one in the form of a syrup jar inscribed 'S.Rosar.Sol', 20cm high, one of waisted form on foot, Savona, inscribed in black, 18.5cm high, the others of ovoid form, one with no inscription, 18.5cm high, one inscribed 'U:AE GVPTIAC', 19cm high, and one inscribed 'Ung; CAERUL; MIT', 14cm high, (damages)

£600 - 800

3

A large pearlware charger

Circa 1800

Of circular form with a feather edged scalloped rim, decorated to the centre with sponged and painted decoration in Pratt colours, depicting the 'Peafowl' pattern of a bird on a branch, 34.4cm diameter £500 - 600

4

A pearlware 'Boy Riding Buffalo' pattern part dessert service Early 19th century

All with printed decoration within stylised diaper and foliate borders, comprising three graduated heart shaped dessert dishes, *the largest 29cm wide, the smallest 26cm wide*, and a lozenge shaped comport on foot, *27.5cm wide*, underglaze blue crescent marks, comport unmarked £100 - 150

5

A rare Staffordshire/Swansea proclamation mug

Circa 1837

With slightly waisted body and scallop moulded handle, printed in puce with two half portraits of the young queen flanking a crown and a spray of flowers including rose, thistle and shamrock, bearing the inscription 'Victoria Regina, Born 25th May 1819, Proclaimed 20th of June 1837', the interior printed with a diaper and floral border, (faint hairline), 9cm high, unmarked

£300 - 500





6 A collection of six Staffordshire lions 19th century

Comprising a spill vase, circa 1850, modelled as a lion standing alongside a tree, 16cm high, a recumbent lion on a cream oval base, 23.5cm high, 27.5cm wide, an unusual pair of free standing lions in a honey coloured glaze, 26cm high, 33.5cm wide, and a pair of treacle glazed recumbent lions on a stepped rectangular plinth base, each with an incised indistinct signature 'Ann' 13.5cm high, 22cm wide

£600 - 800

A large majolica pierced centrepiece

Probably Minton, circa 1870

The pierced basket moulded body with a band of white flowerheads and leaves on a pink ribbon around the rim, with turquoise green interior, applied to a later circular gilt painted stand, (crack to rim), 59cm diameter, base unseen due to stand

£200 - 300

7A

A Staffordshire figure of The Duke of Wellington

19th century

With polychrome decoration, modelled seated in a throne chair, his head resting on one hand, a closed book in the other hand, the base with moulded inscription 'Wellington', 30cm high £200-300

A Staffordshire figure of Sultan Abd-ul-Medjid, Sultan of Turkey 19th century

With polychrome decoration and gilt highlights, modelled seated on a horse, wearing a green sash and a Fez hat, on a naturalisite green painted ground and oval plinth base, 36.5cm high £200-300

An English majolica teapot

Circa 1880

Probably by Joseph Holdcroft, modelled as a coconut with a young oriental figure scrambling over it, the handle and spout naturalisitcally modelled as a stem, (cover restored), 14.5cm high, 19.5cm wide, unmarked

£400 - 600

10

Two Royal Doulton stoneware vases

Late 19th century

One vase of bottle shaped form with a globular body and elongated neck, incised with stylised foliate designs and beading, in colours of blue, green and brown, 28cm high, dated 1879, impressed Doulton Lambeth mark, the other of tall ovoid form with plain panels of mottled green/ochre glazes, the neck with tube lined scrolling designs, 23.5cm high, impressed Royal Doulton mark, together with a small blue glaze Pilkington's Royal Lancastrian vase, 15.5cm high, impressed factory mark (3)

£150 - 200

A framed Copeland ceramic tile hand painted by William Yale Late 19th century

Of rectangular form, depicting a view of Windsor Castle from the river, in monotone colours of smoky grey and brown, within a giltwood frame, signed W.Yale lower right, 43.5cm high, 59cm wide, impressed COPELAND

£300 - 400

William (Billy) Yale was born in Newport, Shropshire in 1843. He was employed by Copeland from c.1869-83, where he was known for painting marine views and winter scenes. After he left Copeland, he set up his own studio in Stoke-on-Trent advertising himself as 'a Tile and Slab Decorator'. During this time, he began decorating sagger ware plagues which he acquired from other potteries and fired in a kiln attached to his premises.







A Bow cream jug

Circa 1750

The body of fluted form with scalloped rim, with polychrome decoration in Kakiemon style of flowering branches and blossom, the interior rim with a band of iron red stylised leaf designs, the decoration with some gilt highlights, *14cm wide*, *5.4cm high*

£300 - 400

13

A Bow blue and white ashet

Circa 1750

Of elongated octagonal form, painted to the centre with a peony and foliage issuing from rockwork, the border with further floral and foliate designs, 37.5cm wide, (rim chips), together with an English plate, circa 1770, probably Bow, painted to the centre with a vase of flowers and foliage issuing from rockwork within a flower and diaper pattern border, the rim decorated with two bands of stylised designs, (faint star crack), 22.5cm diameter (2)

£250 - 350

14

A pair of Chelsea porcelain ice pails

Circa 1755

Of fluted form, with moulded polychrome decoration of fruiting vines, the twin handles with moulded anthemion motifs and scrolls, painted to each side with a spray of mixed flowers, the rim with a moulded border with gilt highlights and a gilt band, (imperfect), 20.2cm high, one with painted red anchor mark, one unmarked

£1,500 - 2,000



15 A Worcester camaieu vert cup and saucer Circa 1762-68

Decorated in the Giles workshop, the cup and saucer painted in sea green and gold with a trailing branch of flowering chrysanthemums and numerous leaf sprigs, each with a running floral border inside the gilt edged rim, the saucer 13cm diameter, the cup 8.5cm diameter, underglaze blue crossed swords mark with the numeral 9 £250 - 350

A bowl decorated in the same pattern was offered at Bonhams in The Crane Collection of 18th Century English Porcelain, 31st March 2010, lot 290 and a cup and saucer were offered at Bonhams Edinburgh on 12th Sept 2012 lot 46.

A teapot matching the cup and saucer in this lot was exhibited by Robyn Robb, International Ceramics Fair 2003, catalogue fig 16. Her footnote refers to other known examples of the pattern, all possibly from a single service.

16 A Worcester 'Dalhousie' pattern tea pot and cover

Circa 1780
Of reeded, barrel shaped form, the cover (damaged) with a flower finial, decorated circular landscape panels framed with turquoise husks, one panel depicting a water mill beside a weir, and to the reverse with a panel depicting trees and a church alongside a river, the white ground painted with formal flower sprays and fancy insects, within underglaze blue borders heightened with gilding, 13cm high, crescent mark £400 - 500

17 A Worcester 'Dalhousie' pattern part tea set Circa 1770

Comprising a teapot and cover of barrel shaped fluted form, 13cm high, (cracks), a fluted slop bowl, 17cm diameter, (cracked), a tea canister (cover lacking), 10.8cm high, a tea cup, a tea bowl, and four saucers, (one with rim crack), decorated circular landscape panels framed with turquoise husks, the white ground painted with formal flower sprays and fancy insects, within underglaze blue borders heightened with gilding, crescent marks, some pieces bearing a paper label for 'Art Treasures Exhibition, Wrexham, 1876, Proprietor: Schultz esq'

£600 - 800

18 Two Worcester blue and white dishes

One circa 1758, moulded in the form of overlapping cabbage leaves with crossed stalks forming side handles, painted with a floral pattern, *27cm long*, painters mark, the other circa 1755, of scallop shell form, painted with Two Peony Rockbird pattern, *13.5cm long*, painters mark **£600 - 800**







19 A pair of Worcester Kakiemon plates and a dish

All with a shaped rim, painted with the 'Sir Joshua Reynolds' pattern of a long tailed bird perched upon a tall hollow rock from which flowering plants issue, brown line rim, the round plates 23cm diameter, the oblong dish 25.7cm wide

£800 - 1,200

20

Three Worcester coffee cups and a Meissen coffee cup

18th century and later One Worcester cup pai

One Worcester cup painted in blue with Mansfield pattern, 6.1cm high, open crescent mark, one painted in blue with peonies and blossom issuing from a rock (rim chip), 6.2cm high, one printed in black with the Amour pattern, together with a Meissen cup with polychrome painted decoration of floral sprays, 6.5cm high, Marcolini crossed swords mark, £150 - 200

21

A collection of English coffee cans

Late 18th/early 19th century

Including a Flight Barr & Barr cup bat printed with shells, circa 1810, a Minton cup polychrome painted with a flower pattern border, pattern 528, a cup bat printed with a rocky and nautical scene, a Pinxton cup painted with stylised floral sprays in blue and green, various examples in the Imari palate, a Derby style cup painted with a landscape scene within a gilt border on a scrolling gilt ground, etc (some imperfect), (19) £400 - 500

22

An Imari pattern footbath

Mid 19th century

The twin handles of rustic branch form highlighted in gilt, the body decorated in the Imari palate with scrolling branches, flowers and foliage, 53cm wide, 21cm high, unmarked

£150 - 250

23

A collection of English coffee cans

Late 18th/early 19th century

Including two Sunderland lustre examples, a Wedgwood cup printed and painted with Chinoiserie figures within gold cartouche borders, various Imari examples including Derby, Spode and Flight Barr & Barr, a cup painted with a man walking towards a building in a landscape scene, a cup bat printed with an inn within a rural setting, etc (some imperfect), (19)

£400 - 500



24 A Derby porcelain dinner service Early 19th century

Painted with floral sprays and cartouches on a dark blue ground with gilt foliate designs, with moulded shaped rim and gilt highlights, comprising a large tureen and cover, a large tureen without a cover, a small tureen with cover and stand, a second tureen stand, an oblong shaped deep dish, sixteen dinner plates, 26cm diameter, eight side plates, 22cm diameter, twelve bowls, 25.5cm diameter, and seven graduated ashets, the largest 45cm long, (some damages), red painted marks

£1,500 - 2,000

25

A part dessert service

19th century

Each piece painted to the centre with a landscape view of architecture within a mountainous or waterside setting, within a green ground border and a pierced rim with scroll and gilt details, comprising two low comports, one tall comport and ten dessert plates, the plates 23cm diameter. unmarked

£200 - 300

26

An oil on canvas painting by Emile Lessore

Mid 19th century

Depicting a scene of young children seated in a doorway, one holding a pitcher of water, the other sleeping in straw, with a dog observing the scene, within a rectangular giltwood and gesso frame, *framed 43cm wide, 37cm high*, signed top left E Lessore

£500 - 700

A painter on pottery and porcelain, Emile Lessore (1805-1876) studied in the Studio of Ingres, exhibiting regularly at the Paris Salon. He worked at the Sèvres factory, then moved to England, where he was first employed by Minton. In 1860 he moved to Wedgwood, Etruria, where he gained a great reputation. At the 1862 International exhibition, Lessore became the first Wedgwood artist since the celebrated John Flaxman jnr to receive individual acclaim for his designs.

27 A pair of Royal Worcester figures by G Evans modelled as Isis and Sabrina

1898

Each modelled on a naturalistic rocky ground with gilt highlights, approximately 26cm high, puce printed marks, shape 2008 and 2009 £500 - 600







A Royal Worcester vase and cover by Thomas Bott Circa 1865

Of flattened bottle shaped form, on a round socle foot with an elongated neck and flaring rim, the front of the vase painted with a roundel depicting a winged woman amongst the clouds, with an open book on her lap and the lyre at her feet, and to the reverse with a vignette of musical instruments surmounted by a trailing pink ribbon, all on a pink ground, the shoulders of the vase applied with winged figures in gilt, the finial of the stopper in the form of a putto, 35.8cm high, puce printed mark

£1,000 - 1,500

29

A Royal Worcester flower painted goblet and cover

Of chalice form, the body raised on a stem moulded with lion heads, shaded in gilt, the pierced cover with moulded panels, gilt highlights, and floral decoration, the waisted pierced body painted with roses, *27cm high*, puce printed marks, shape H 206

£250 - 350

30

Three Royal Worcester blush ivory figures

Comprising a pair of figures entitled 'Joy' and 'Sorrow', after James Hadley, one wearing a blush ivory robe, the other wearing a gilt robe, approximately 25cm high, puce printed marks, 2/57, and a Hadley figure of a young boy wearing a hat and leaning against a tree trunk trailed with ivy, on a naturalistic ground, 19cm high, impressed and puce printed marks, shape 1141

£250 - 350

31

A pair of Royal Worcester candlesticks

Circa 1895

In blush ivory and gilt, modelled in the Renaissance style, the stem in the form of a vase with mask handles and with moulded acanthus leaf designs, the triform base with lion mask details and raised on claw feet, (one restored), 48cm high, puce printed marks, shape 1547

£300 - 400





32 A Royal Worcester vase painted by John Stinton 1920

Of ovoid form with elongated slender neck, with twin gilt handles, on a round socle foot, painted to one side with two highland cattle grazing in a misty mountain landscape and to the reverse with a landscape vignette, (cover lacking), 31cm high, brown printed factory marks, shape H229

£1,000 - 1,500

33

A Royal Worcester sheep painted vase and cover by Harry Davis 1909

The body of ovoid form, on a round socle foot with an elongated slender neck, the cover with finial handle, with two scroll handles terminating in flowerheads, painted to one side with two sheep and a lamb within a misty mountain landscape setting, and to the reverse with a landscape vignette, 40cm high, green printed factory marks, shape H 248 £2,500 - 3,500

34

A Royal Worcester twin handled vase by Jas Stinton 1903

The body of ovoid form with an octagonal flared neck, painted with a cock pheasant in the foreground with a hen pheasant flying in the background, in a leafy woodland setting, the reverse painted with a pheasant in flight, on a blush ivory ground, the handles with gilt highlights, 25.5cm high, puce printed mark, shape 2256 £600 - 800







A pair of Royal Worcester fruit painted vases and covers by Ricketts

Circa 1928

Of ovoid form with flaring neck, the twin handles in gilt, on a round socle foot with moulded leaf border, one painted with peaches, black grapes and cherries against a mossy ground, the other painted with apples, blackberries and red currents, each with a cherry vignette to the reverse, (both covers with damage), 29.5cm high, puce printed marks, shape H313

£800 - 1,000

36

A Royal Worcester pot pourri and cover by Harry Davis 1909

The body of ovoid form, supported on three mask moulded scroll feet, on a pierced triform base with a gilt rim, with pierced domed cover and pierced acorn handle (cover restored), the body painted to one side with two highland cattle grazing in a misty mountain landscape, and to the reverse with a landscape vignette, *20.3cm high*, puce printed marks, shape G 773

£1,000 - 1,500

37

Two Royal Worcester pieces signed by E Raby, and four further Royal Worcester pieces

Comprising a large twin handled vase (cover lacking), painted to one side with poppies, cornflowers and insects and to the reverse with a spray of dog roses, signed E.R, 38cm high, a cylindrical ewer with stylised leaf moulded rim and gilt handle moulded with a flowerhead and terminating with a scroll, painted to one side with geraniums, a butterfly and an insect and to the reverse with dog roses, signed twice ER, 21cm high, two small twin handled blush ivory vases (one with restored neck, one with rim chip), 14.5cm and 16cm high, and a pair of Aesthetic style spill vases, each of square section, the body in the form of four panels with moulded insect decoration and gilt highlights, 7.5cm high, various puce and impressed marks

£400 - 500

38

A Royal Worcester fruit painted cup, saucer and side plate by F. Roberts

1914

Each piece painted with a band of fruit decoration between two gilt leaf borders, on a royal blue ground, the cup 8.7cm diameter, the saucer 14cm diameter, the plate 17.8cm diameter, puce printed marks £200 - 300

A Belleek twig and flower encrusted bowl

Late 19th century

Of circular form, with woven base and lattice work sides, the hooped rim applied with twin handles in the form of thorny branches, and with a variety of flowers painted in coloured enamels, *25cm diameter*, impressed banner 'Belleek Co. Fermanagh

£400 - 600

40

A Belleek flower encrusted mirror

Circa 1900

The oval cushion moulded frame encrusted with various blooms and foliage, within beaded borders, (some chips), 43cm high, black printed second period mark

£300 - 400

41

A Royal Doulton table lamp modelled as 'The Cobbler'

The figure mounted on a square plinth base, with a light fitting to the reverse of the figure, *overall height 45.5cm high* £100 - 150

42

A collection of Royal Crown Derby and other porcelain 20th century

Comprising a pair of Royal Crown Derby Mansion House dwarfs, each signed by S Kinsey, 17cm and 18cm high, a Royal Crown Derby 'Honeysuckle' pattern dressing table set comprising a quatrolobed tray, a ring holder, and three various trinket boxes, two with a cover, a Derby style figure of a female carrying flowers in her apron, (slight damage), 18.5cm high, and a pair of English late 19th century vases of globular form each printed and painted with flower panels, with further floral and scroll details, embellished with gilt, (repair to rim), 12cm high (10) £200 - 300

43

A pair of Royal Crown Derby Imari pattern vases

Each of baluster twin handled form raised on a socle foot and plinth base with canted corners, decorated in the 'Old Imari' pattern, *44cm high*, printed factory marks

£500 - 700

44

A large Royal Crown Derby Imari Lazy Susan

Late 19th century

The top of dished form with undulating rim, decorated in the Imari palate with a tree in leaf and flower, the border with stylised scroll panels and gilt zig-zag rim, revolving on a circular socle foot, *48cm diameter*, impressed Crown mark over DERBY, red printed factory mark £150 - 200

45

A Royal Crown Derby Imari pattern tea set

Comprising eleven tea cups, ten saucers, two smaller saucers, twelve side plates, a sugar basin and two cake plates, (some damage), red printed factory marks

£300 - 400

46

A Royal Crown Derby Imari pattern coffee set

Circa 1912/1913

Comprising twelve coffee cups, twelve saucers, eleven side plates, a sugar basin and a cake plate, printed factory marks, pattern 2451 (qty) f250 - 350

47

A collection of Royal Crown Derby animal and fish figures Modern

Comprising five figures from the 'Tropical Fish' series, a carp, a dolphin, a rooster, a hen, an eagle, a tortoise, a large elephant *21cm high* and a small elephant, *10cm high*, all with factory marks (13) £500 - 700

48

A collection of Royal Crown Derby Imari pattern porcelain

Comprising a pair of twin handled vases, 30.5cm high, a pair of candlesticks each on a plinth base moulded with dolphins, 27cm high, and a tall comport raised on a dolphin moulded base, decorated in the 'Old Imari' design, 14.5cm high, 27cm wide, all with printed factory marks (5)

£500 - 700

49

A large collection of Royal Crown Derby Imari pattern porcelain

Including a twin handled tray of rectangular form, a cased set of fruit knives and forks, a pair of circular plates, 27cm diameter, a large bowl, 24cm diameter, a ewer, 26.5cm high, a miniature teaset for one, a salt and pepper cellar, four graduated lidded boxes of hexagonal form, various cups and saucers, etc (qty)

£500 - 700

50

A collection of Royal Crown Derby figures

Moderr

Comprising four 'Royal Cats', the tallest 23cm high, three Classic Collection ladies, Penelope, Athena, Persephone, and two peacock figures, each on a richly floral encrusted base with rocaille scrolls, one singed by J Plant and J Kinsey, the other signed by J Plant and J Griffiths, 18cm and 24cm high, all with factory marks (9)

£400 - 500







Continental Ceramics

51

A Sicilian tin glazed bottle vase

Early 18th century

The body of globular form with tall slender neck, decorated with stylised flowers in colours of green and yellow, on a blue ground, 24.5cm high £300 - 500

52

A large and impressive Cantagalli twin handled vase Circa 1900

The body of ovoid form, with elongated flared neck, on a round socle foot, with bifurcated twin handles formed as scrolling snakes terminating with moulded lion masks, the body painted to one side with a bacchanalian figurative scene and to the reverse with houses by a waterside setting against a mountainous backdrop, the neck and foot painted with Renaissance style decorative motifs, *80cm high*, blue painted cockerel mark

£1,000 - 1,500

53

A large twin handled floor vase

Circa 1900

Of ovoid form, the body moulded with white shell designs and classical maidens, below a Greek key border, on a blue ground, with a round foot with leaf moulded border, roundels and a gilt rim, *77cm high*, unmarked £250 - 300

54

A pair of Delft blue and white tulip vases

20th century

The body of each of oval form with dragon like twin handles, with nine apertures for flowers, on a rectangular base, decorated with floral and scrolling designs throughout, (one rejoined at socle), underglaze initials to base

30.5cm high,

£200 - 300









A Naples, Real Fabbrica Ferdinandea twin handled bowl Circa 1795

Painted with figures in traditional costume, to one side with a woman and her children and to the reverse with a woman carrying a basket of laundry, each scene within a leafy setting, the handles of fluted form with gilt highlights, the rim with a gilt border, the interior of the bowl painted to each side in red with an inscription, 'Donna de la Julia' and 'Donna di S. Gi', 13.3cm wide

£500 - 600

For a cup and saucer with similar decoration see lot 670, 6th July 2010, Bonhams London.

56

A Paris milk jug

Circa 1800

Probably decorated in the Sims workshop, the body of oval section, painted below the spout with a scene of children playing 'blind mans buff' within a circular border of gilt decoration, with a similar border around the rim of the jug, 12cm high

£300 - 400

For a cup and saucer with related gilding see lot 293 April 2009, Bonhams London.

57

A pair of Sèvres style Aesthetic vases and covers signed by G Armaury

Circa 1900

Each of ovoid form on a round socle foot, one painted with an oriental mother and her son, the other with an oriental couple, the woman holding a dog, the body with raised paste gilt decoration in the Chinoiserie taste depicting rockwork, bamboo, pine and exotic birds, (damage), 44.5cm high, one cover with interlaced LL mark and letter S £300 - 500

58

Three Sèvres plates

Of circular form, painted to the centre with a scene of battle, each entitled 'Ravenne', 'Fontenoy', 'Montchery', with a blue ground rim with gilt rocaille scroll and foliate decoration, (one with small rim chip), 24.6cm diameter, red printed Chateau des Tuileries mark, blue printed factory mark, green printed S.37

£500 - 800







Two Meissen figures and a Dresden figure

One Meissen figure, late 18th/early 19th century, modelled as cupid, (damage), 13.5cm high, crossed swords and incised numerals, the other Meissen figure, circa 1900, modelled as a gardener with a spade, 13.5cm high, crossed swords, impressed and incised numerals, (damage), the Dresden figure modelled as a lady in a floral sprigged dress and wearing a plumed hat, on a circular plinth base, 16cm high, underglaze blue marks

£300 - 500

60

Three Meissen figures

Late 19th century

One modelled as a male wearing a purple jacket and carrying a basket of grapes over his shoulder and another in his hand, 14cm high, one modelled as a young girl wearing a pink apron and carrying a bunch of grapes in her hand, 13.2cm high, and the other modelled as a girl seated, wearing a floral sprigged dress, carrying a bunch of roses in her hand, 12.8cm high, crossed swords mark, two with incised numerals £250 - 350

61

A Meissen figure group of a shepherdess and her beau Circa 1900

Modelled as a couple seated on a rocky ground with a lamb between them, the lady with a basket of grapes upon her lap, 20cm high, 19cm wide, crossed swords mark, impressed 63, incised C 41 (imperfect) £500 - 700

62

A collection of Meissen and Meissen style items

Late 19th/early 20th century

Comprising a small Meissen floral painted scent bottle (stopper lacking), 7cm high, crossed swords, incised numerals, a pair of Meissen blue and white 'Onion' pattern slippers, 9.5cm long, crossed swords, impressed 93, a Meissen style scissor case with moulded scrollwork highlighted in gilt and painted flowers and figures, with gilt metal mounts, 12.5cm long, and a Meissen style small floral painted bonbonniere of oval form with gilt metal mounts, 3.5cm high (5)

£300 - 400

For a Meissen bonbonniere of identical shape to the example above see lot 213 offered on 6th July 2010, Bonhams London.

63

A pair of Meissen figures of a shepherd and a shepherdess Late 19th century

One modelled as a lady with a caged bird resting on her shoulder, a love letter in her hand, and a lamb at her feet, 18.5cm high, the other modelled as a man leaning on a tree stump and securing a love letter to the neck of a dove, with a lamb at his feet, 19cm high, each on a circular plinth base with key border in gilt, crossed swords mark, each incised F.73

£500 - 700



A Meissen figural group of gardeners

19th century

After an original by M.V.Acier, modelled as six figures tending plants in a rockery, some carrying baskets and pots of flowers, some working with tools, the circular plinth base moulded with interlocking rings and paterae with gilt highlights, (chips and losses), 29.5cm high, blue crossed swords mark, incised D97

£700 - 900

65

A pair of Meissen three branch candleabra

19th century

One modelled as a man before a barrel, wearing a purple mantle and holding a lantern, the other as a man spilling a bag of gold coins with a pipe at his feet, each with three scrolling branches moulded with scrolls, foliage and flowers, on a rocaille scroll base with gilt highlights, (damages), 31cm high, crossed swords mark, incised 986 and 945 £500 - 700

66

A Meissen monkey band figure

19th century

Modelled as a conductor, wearing a long puce coat and seated on a tree stump, with his arms raised aloft, holding a scroll of music in one hand, (some restoration), 18cm high, blue crossed swords mark

£300 - 500

67

A collection of nine Meissen monkey band figures

Late 19th/early 20th century

After the models by Peter Reinicke, each on a gilt edged moulded scroll base, comprising a cellist, a violinist, a trumpeter, two drummers, a pianist seated on a monkey, a singer, a guitar player, and a hurdy gurdy player, (some restoration), the tallest 14.5cm high, the smallest 12cm high, crossed swords, impressed numbers, some with incised numbers £2,000 - 3,000

68

A Meissen figure of Count Bhrul's tailor

Circa 1900

The tailor modelled riding a goat, wearing a black hat and floral coat, carrying a pair of kids on his back, the horned goat with a flat iron in his mouth, the base applied with flowers, (damage), 21.5cm high, 14.5cm wide, crossed swords mark, incised 171, impressed 16

£500 - 700



Two Meissen figures

Late 19th century

One modelled as a young boy leaning against a tree stump and holding a watering can, the base moulded with rocaille scrolls, 12.5cm high, the other modelled as a young girl carrying a basket of flowers, 12.5cm high, crossed swords, the boy incised No.18 and impressed 127, the girl incised 3 (imperfect)

£400 - 500





A pair of Meissen figures and three salts

Circa 1900 and later

One figure modelled as a lady in an 18th century style floral sprigged dress, 19cm high, the other modelled as a male carrying a posy of flowers with his hat under his arm and standing against a tree stump, 19.2cm high, the three salts moulded and painted with floral designs, on a round foot with gilt highlights, 4cm high, figures with crossed swords and incised numerals, salts with crossed swords

£200 - 300

71

Two pairs of Meissen plates

All with a pierced basket moulded rim with three flower painted panels within a cartouche border, one pair painted to the centre with a mixed spray of flowers and further sprigs, 23cm diameter, Marcolini crossed swords mark, the other pair painted to the centre with a bird perching on a branch, 23.5cm diameter, crossed swords mark, impressed 2 £300 - 500

72

Three Meissen figures of birds

Circa 1900

Modelled as a canary, 11.5cm high, a bull finch, 9.5cm high, and a gold finch, (chips to beak and wing tips), 9cm high, crossed swords, impressed and incised numerals

£500 - 700

73

Seven Meissen figures from the Cries of Paris series

Including the Night Watchman, the Magic Lantern Seller, the Cheese Seller, the Lemonade Seller, the Chicken Seller, the Rabbit Seller, and a figure of a man with a barrel on his back, 14.5cm - 16cm high, crossed swords, incised numerals and some impressed numbers

£1,200 - 1,800

74

Two small Meissen musician figures

Early 20th century

One modelled as a lady playing a hurdie gurdie on her lap, 11.5cm high, the other modelled as a man with a drum over his shoulder and playing a pipe, 13.5cm high, crossed swords, impressed numbers, lady incised 6, (imperfect)

£200 - 300



A pair of Meissen two branch candelabra

Late 19th century

One modelled as a male gallant, the other as a female, each seated on a stump between two branches, encrusted with flowers and each issuing a candle sconce, the base moulded with rocaille scrolls with gilt highlights, (imperfect), 20.5cm high, underglaze blue crossed swords mark, each mark cancelled with an incised line, incised numerals 1129 and 1130, impressed numbers

£400 - 600

76

A pair of Meissen figures

Late 19th century

One modelled as a shepherd leaning against a tree stump, attaching a love letter to a carrying pigeon, with a sheep at his feet, 19.5cm high, the other modelled as a shepherdess carrying a love letter, with a bird cage upon her shoulder and a sheep at her feet, 17.6cm high, each on a circular base with a moulded border highlighted with gilt, (imperfect), both with underglaze blue crossed swords mark, both incised F 73, the shepherdess with impressed numerals

£500 - 700

77

A collection of eight Continental figures and a Goss figure Circa 1900 and later

One modelled as a male and one as a female against a bocage support, 26cm high, one as a female with a lamb at her feet, 24.5cm high, with pseudo gold Chelsea marks, one modelled as a Meissen style figure of a courting couple, 20.5cm high, one as a Meissen style figure of a lady at a table preparing eggs, 20cm high, three Dresden figures, one modelled as a couple holding flowers, 22cm high, one as a lady with a floral garland, 20cm high, and one as a lady carrying a fan, 16cm high, the Goss figure entitled 'The Balloon Seller', 14cm high

£600 - 800

78

A collection of thirteen Karl Ens porcelain birds

20th century

Comprising single birds and pairs of birds perching on branches, including a heron, an owl, wrens, a tit etc, the largest 27.5cm high, the smallest 8cm high, blue printed Rudolstadt Volkstedt factory marks, impressed numbers

£250 - 350









A Dresden porcelain casket

Late 19th century

Of rectangular form, the front panel and the cover painted with scenes of flirtation within a classical landscape setting, the side and back panels painted with floral sprays, all within moulded rocaille scroll borders with gilt highlights, with gilt metal mount and clasp, 12.5cm high, 18cm wide, underglaze blue mark

£250 - 350

80

Two Dresden easel mirrors and a Dresden bowl, cover and stand Circa 1900 and later

One mirror of oval form, the moulded border encrusted with a floral garland and surmounted by two putto, 40cm high, the other with a border densely moulded with flowers and foliage, surmounted with a moulded rocaille scroll cartouche and two putto, 39cm high, the bowl stand and cover of quatrolobed form painted with alternating panels of courting couples and floral sprays, the cover with a lemon finial, 25cm wide, 18cm high, blue AR mark

£250 - 350

81

A collection of fourteen Karl Ens porcelain birds 20th century

Comprising single birds modelled perching on a branch, including a swallow, a cormorant, two owls, a kingfisher etc, the largest 29cm high, the smallest 7.5cm high, blue printed Rudolstadt Volkstedt factory marks, impressed numbers

£250 - 350

82

Three Sitzendorf cherub baskets

Circa 1900

Comprising one larger basket, 14cm high, 32cm wide, and a pair of smaller baskets, 9.5cm high, 24.5cm wide, each in the form of a pierced basket painted and encrusted with roses and foliage, supported by four cherub figures, blue hatched mark, impressed numbers

£100 - 150





83 A Berlin porcelain chalice

Circa 1900

The body painted with Cupid firing an arrow, and other putto and a dove, with billowing drapery and amongst clouds, supported by three moulded figures of children and an owl, one with hammer and anvil, one with a shield, and one a girl with long flowing hair, on a circular base with gilt rim, the interior gilt, 13.3cm high, together with a 20th century KPM figure of a child on a sleigh, 18cm long, 13.5cm high, red KP sceptre mark, blue baton, impressed numbers, incised symbols £250 - 350

84

A collection of continental figures

20th century

Comprising three Dresden soldiers, Poniatowski, Junot and Napoleon, the tallest 27cm high, and two pairs of small Dresden figures, two modelled as a gardening couple each with a basket of flowers, two modelled as a musical couple, one playing the accordion, the other dancing with a tambourine at her feet, each approximately 14cm high, underglaze blue factory marks

£150 - 200

85

A large Royal Dux figure of a water carrier

Modelled as a woman wearing a turban and carrying a water ewer in each hand, standing on a naturalistic rocky ground, in muted colours of green, ochre and pink, with gilt highlights, 63cm high, pink triangle mark, impressed 686

£300 - 400



86 A pair of KPM plaques

Late 19th century

Of rectangular form, one painted with a small child wearing a coral necklace and holding a posy of flowers, the other painted with a young boy wearing a fur waistcoat and with carrots at his feet, 40cm high, 25.5cm wide, each with impressed KPM sceptre marks and incised numerals

£800 - 1,200





A large Vienna porcelain figure centrepiece

Circa 1900

Modelled as a pierced basket painted to the interior with scenes of courtship and to the exterior with flowers, supported on a column flanked by three putti raising their arms aloft, on a circular base, 52cm high, impressed beehive mark and numerals £400 - 600

A set of twelve Royal Copenhagen dessert plates

Circa 1900

Each plate painted to the centre with a spray of mixed flowers, each with pierced basket weave rim with gilt decoration and three panels with further floral decoration within gilt C-scrolls, 21.5cm diameter, printed and underglaze blue factory marks

£150 - 200

89

Two pairs of continental figures

Circa 1900

Comprising a pair of Chelsea style figures, each modelled as a male and a female shepherd with a sheep, against a bocage background, 16.4cm high, pseudo gold anchor mark, and a pair of figures, one modelled as a male and one as a female, each carrying a basket, the lady reading a book and the male carrying a bundle of books, 25cm and 26.5cm high, blue crossed swords marks

£200 - 300

90

A collection of six Royal Copenhagen figures

20th century

Comprising a girl standing alongside a goose, a dairy maid giving a pail of milk to a cow, a farming couple each holding a hoe, a farmer with two sheep, a boy herding a sow, and a girl wearing a white skirt, her eyes downcast, the tallest 20cm high, the smallest 15cm high, green printed and underglaze blue marks (6)

£250 - 350

91

A collection of six Royal Dux blue and white figures

All modelled in 18th century style dress, one group in the form of a woman being carried by male attendants in a hand drawn carriage, 41cm high, one group in the form of a lady and gentleman seated at a tea table, 32cm high, one modelled as a courting couple having a dispute, 28cm high, and the others each modelled as a single figure, all with green printed Royal Dux Bohemia mark, most with pink triangle £400 - 600

92

A pair of large flower painted vases and covers

20th century

Of slender ovoid form, with applied gilt metal mounts and gilt metal handles with mask detail, painted to each side with a spray of flowers within a gilt leaf garland, on a socle foot and square gilt metal base with canted corners, 60cm high

£500 - 600



Glass

93

Two opaque twist glasses

Circa 1760

One a cordial glass with a round funnel bowl and honeycomb moulding, on double series opaque twist stem and conical foot, 16cm high, the other an opaque twist wineglass, the bell shaped bowl over a double series opaque twist stem and conical foot, 15.6cm high

£300 - 400

94

A glass seal bottle

Date 1776

Of dark olive green colour, with cylindrical body and tall tapering neck with collar, bearing a seal with the initials 'R.R 1776', kick-in base, 25.5cm high

£300 - 500

95

A pair of Georgian claret jugs

Circa 1820

The lower section with a band of flutes, with faceted panels to the tapered upper section, the neck with two rings, with plain scroll handle, 23cm high

£400 - 600

96

A collection of Bristol glass

Early 19th century and later

Comprising a pair of green glass decanters and stoppers, each with faceted upper and lower section, 32cm high, seven roemers, each with a round bowl and a stem with applied raspberry prunts, on a circular ribbed foot, 11cm high, a green glass salt on a round socle foot, a pair of blue glass decanters and stoppers, of square section with faceted shoulders and scalloped gilt rim, one marked in gilt for 'Rum', the other for 'Brandy', 21.5cm high, another pair of blue decanters and stoppers, of square section and with stylised fluted decoration, 21cm high, a blue glass rummer, 15.4cm high, a Nailsea style horn, 23.5cm long, and a brown glass bottle and stopper of slender form, with gilt decoration of flowers and scrolls, marked for 'Gin', 35cm high (17)

£300 - 500







A set of green Bristol glassware

Early 19th century

Comprising a decanter and stopper, each of faceted form, 34cm high, and thirteen port glasses each with a drawn trumpet bowl and knopped stem, approximately 13cm high (14)

£300 - 500

98

Four pieces of Irish glass

Comprising a decanter and plain stopper, circa 1800, of slightly ovoid form with moulded fluting towards the base, engraved with stylised hops and barley, 23.5cm high, a water jug with a band of cut decoration above moulded flutes towards the base, 16cm high, a plain beaker with moulded flutes towards the base (probably Irish but there are similar French examples), 9.1cm high, and a large canoe shaped salt with a band of hobnail cutting and a fluted rim, on a diamond shaped foot with star cut base, (imperfect), 16.6cm high, 17.4cm wide £250 - 300

99

A rock crystal type vase

Circa 1880

Probably by John Orchard, Stourbridge, the body of squat fluted form with twin angled square section handles, the body with engraved and polished decoration throughout of flowering blossom, *10cm high*, *18.6cm wide*

£350 - 400

For a piece with comparable decoration see lot 42, a Stevens and Williams rock crystal jug, offered on 5th December 2007, Bonhams London.

100

A massive blue glass 'Witches Ball'

19th century approximately 66cm high

£500 - 700

101

A small collection of glassware

19th/20th century

Comprising a massive 20th century goblet, the round bowl engraved with scenes of cock fighting, on a knopped stem and circular foot, 21.5cm high, a bon bon dish and cover, the body with a hobnail cut band, on a circular foot, 21.5cm high, a Victorian cut glass jug with an ornate rim, the ovoid body on a foot with star cut base and scallop edged border, 21cm high, and a cut glass bowl with a silver rim, 13.2cm diameter

£300 - 400



A small collection of glassware

18th century and 19th century

Comprising an airtwist wine glass with trumpet bowl, 17.8cm high, a cordial glass with bucket bowl and double series opaque twist stem, 14.8cm high, a large wine glass with bucket bowl and double series opaque twist stem, 17.5cm high, a large Bohemian goblet with multiknopped stem, the bowl profusely engraved with scroll, diaper and foliate designs, 28cm high, and an Irish cut glass bowl with hobnail cut body and scallop shell rim, (cracked), 17.5cm diameter, (some damage) £200 - 300

103

A pair of Bohemian ruby flashed glass vases

Circa 1900

Of hexagonal form, the flared tapering body engraved with scenes of stags running through woodland, raised on a stem and circular foot, 24cm high

£300 - 500

104

A Venetian glass decanter and stopper with six glasses Early 20th century

The decanter of shaft and globe form, the body and neck decorated with a band of gilt scrolling and mask decoration with further beaded decoration applied in enamel, the glasses decorated in a similar style, with round funnel bowls on hollow knopped stems with trailed decoration, decanter 26.5cm high, glasses 11.5cm high

£300 - 500

105

A Mont Joye gilt and enamelled glass vase

Early 20th century

The textured green body of square section form, enamelled to one side with an iris flowerhead and bud, the leaves in gilt, below a stylised gilt foliate border.

15.5cm high, gilt printed Mont Joye factory mark to base £100 - 150

106

A French Mont Joye glass vase and another similar Circa 1900

The rounded body of gently fluted form, the undulating pinched rim with a sprayed gilt border, the body applied with gilt decoration in the form of rocaille scrolls and roses, *26cm high*, gilt Mont Joye mark, together with a smaller example of similar form and decoration, *16cm high*, and a further enamelled and gilt Continental floor vase, circa 1900, of slender swelling form and with optical ribbing, enamelled with irises and with gilt bands, *60.5cm high* (3)

£300 - 400

107

A Russian vodka set

Late 19th century

Comprising a decanter (stopper lacking), and three glasses together with an additional glass, each decorated with polychrome floral geometric motifs, a Russian drinking adage and white pellet borders, with later engraved cypher, decanter 23.5cm high (5)

£400 - 600









Design from 1860

108

Five pieces of iridescent green art glass

Circa 1900

Comprising a near pair of tall vases of tapering, elongated, organic form, with flattened flaring three sided neck, 32 and 33cm high, a pair of vases of squat bulbous form, with slightly dimpled body and flattened flaring circular rim, 11.5cm high, and a Loetz style bowl with iridescent mottled body and undulating rim, 21.5cm diameter

£250 - 350

109

A René Lalique opalescent 'Mures' vase

Design 1930

Frosted and polished, heightened with blue staining, Marcilhac no. 1058, stencilled R Lalique France, 18.5cm high

£2,000 - 3,000

110

A René Lalique 'Formose' vase

Design 1924

With frosted cased glass body, Marcilhac no. 934, (rim chips), *17cm high*, etched R.Lalique France

£1,000 - 1,500

111

A René Lalique 'Formose' pattern vase

Design 1924

The cased opalescent body moulded with fan tailed fish and heightened with smoky grey staining, Marcilhac no. 934, (rim chips), 17cm high, moulded R.LALIQUE and script engraved R.Lalique France

£800 - 1,200





112 A René Lalique 'Acacia' bowl moulded R Lalique France, 17cm diameter £200 - 300

113

A René Lalique 'Petite Libellule' car mascot

Design 1928

In frosted and polished glass, modelled as a dragonfly, the wings folded back, with spotted decoration, (damaged), 16.2cm long, the bottom of one wing moulded Lalique, the base moulded France £300 - 400

114

A René Lalique 'Pissenlit' bowl and twelve crescent shaped dishes Design 1921

(some chips), the bowl 23.5cm diameter, the dishes 20.5cm long, bowl moulded R Lalique France, dishes moulded R Lalique £300 - 400

115

No lot









One printed and painted to the centre with two maidens seated under a tree with blossom, one playing a lyre, her companion working on embroidery, (rim restored), the other decorated to the centre with maidens seated under a fruit tree, one playing the pipes, the other with a manuscript on her lap, the rims decorated with stylised yellow flowers and scrolling stems and foliage, *37.3cm diameter*, printed factory marks, each numbered 3306

£800 - 1,200



117 A large Minton moon flask by S.H.Ellis Circa 1875

Of circular form with two ring handles moulded with bound feathers, painted to one side with a finely dressed lady wearing pearls and a plumed hat with a rose, and to the reverse with a bird perching on a flowering branch alongside two butterflies, impressed mark and date mark 43.5cm high

£600 - 800





A pair of Minton Secessionist twin handled vases Circa 1910

Of slender tapering form with a flared neck, on a circular foot, with panels of tube lined designs in the form of stylised peacock feathers, 31cm high, printed and impressed factory marks £650 - 750

An Arts and Crafts pottery lustre charger and a pair of vases signed M.F, possibly Maria Forsyth

Circa 1920

All decorated in silver lustre, the charger centred with a heraldic lion, the border inscribed 'Margaret', 'Wilbur', 'Anne' in gothic font, 31cm diameter, the vases of ovoid form with flared neck, decorated with flowers and scrolling foliage, one inscribed 'Arthur', the other inscribed 'Alice', (one with glued rim chip), 24cm high,

stylised M.F monogram

£150 - 200

A Doulton Lambeth preserve pot and cover by Florence Barlow Circa 1880

The body of barrel form with a central band of pate-sur-pate bird decoration on a textured buff ground, between two bands of decoration, with a silver plated mount, swing handle and cover, 12cm high, 16cm high with handle raised, impressed Doulton Lambeth, incised FEB monogram and AB monogram

£200 - 300

A large Doulton Lambeth stoneware vase by Hannah Barlow Circa 1880

Of ovoid form on a circular foot, the body with a band of incised decoration depicting eight cattle standing and grazing, between two mottled ochre ground borders moulded with foliate decoration, (foot rim chipped), 45cm high, impressed factory marks, incised HB initials, £400 - 500





122 A Royal Worcester Aesthetic teapot and cover Dated 1881

The double sided vessel finely modelled, one side as an effete young man, the other side as a lovesick maiden, the cover forming their faces, each wearing a purple hat, the spout formed by their conjoined hand, their other arm forming the handle, he sports a sunflower, she a lily on neatly tailored 'Greenery-Yellowy' suit, inscribed underneath 'Fearful consequences through the laws of Natural Selection and Evolution of Living up to one's Teapot', (restored hand at spout, some minor chips), puce factory mark, registration mark and designer's name 'Budge' 15.5cm high

£1,500 - 2,000

This celebrated teapot satirises Oscar Wilde and the entire Aesthetic movement that swept the London art scene around 1880. The principal inspiration was Gilbert and Sullivan's comic operetta 'Patience', first performed in 1881. Worcester's design also pokes fun at an exhibition held at the Grosvenor Gallery when a single Chinese teapot was put on display to represent perfection in design and visitors were invited to go home and 'Live up to it'. The inscription alludes to this, as well as the controversy still raging over Darwin's theories on Evolution. The identity of 'Budge' whose name appears on the base has proved elusive but may possibly be a pseudonym chosen by Worcester's Art Director, R W Binns.

123

A Royal Doulton limited edition figure of Christopher Columbus HN3392

Modelled as Columbus looking to sea, with a rolled up map in his left hand and standing alongside a wooden trunk, on a round plinth base inscribed Columbus and decorated with nautical images, gold printed factory marks, No. 908 out of 1492, 31cm high £200 - 300

124

A set of six Ravilious 'Garden' cups and saucers

Each piece with a border of stylised decoration in black and yellow on a cream ground,

black printed factory marks

£300 - 500





An Eric Ravilious Wedgwood commemorative mug

Made to commemorate the coronation of Queen Elizabeth II, decorated in black with the year 1953 and the initials ER on a pink ground band, the upper section with stylised fireworks on a cream ground, (faint hairline crack),

black printed factory marks, 10.5cm high £200 - 300

126

A rare Wedgwood commemorative mug designed by Ravilious Circa 1937

Commemorating the coronation of King Edward VIII in 1937, with blue printed designs on a salmon pink ground, one side bearing the year 1937, the reverse with the initials ER flanking a Royal coat of arms, all below stylised sprays of fireworks,

impressed factory marks, green and blue printed factory marks 10.5cm high

£600 - 800

127

A studio pottery bowl by Dame Lucy Rie (British, 1902-1995) Mid 20th century

Of slightly flattened form, the interior with a thin white glaze, the exterior with a brown glaze, 15.2cm wide, 7.5cm high, impressed LR seal £200 - 300

127A

A David Leach pottery bowl

The exterior with brown glaze decoration depicting a stylised foliate spray to each side, between two concentric brown bands, the grey ground with brown speckles throughout, 14.5cm diameter, impressed Lowerdown pottery seal mark

£150 - 200

128

A David Leach 'Willow Tree' porcelain bowl

Of shallow conical form, the white ground decorated to the centre with a willow tree, the branches highlighted with red enamel dots, the rim with a band of blue concentric rings, impressed DL seal mark to base, 22.5cm diameter, together with a Danish pottery 'Ursula' bowl, a David Heminsley studio pottery vase, 32cm high, a further studio pottery vase of flattened ovoid form, and a Denby Tigo-Ware striped coffee pot, 26cm high. (5)

£300 - 400

129

A pair of Wedgwood Dragon lustre vases with covers

Of ovoid form, decorated in gilt with a celestial dragon on a mottled blue lustre ground, with further slylised gilt decoration to the rims, the domed covers with flattened knop handles,

gilt printed factory marks, painted Z4829, 28cm high £600 - 800





Moorcroft

130

A William Moorcroft 'Pansies' vase

Decorated with a band of pansies on a cream ground with green glaze to the neck and rim, (crazing), 22cm high, impressed marks, green painted W.Moorcroft

£500 - 700

131

A William Moorcroft 'Moonlit Blue' vase

Circa 1924

Of baluster form, (imperfect), $15.5 cm \ high$, impressed marks, green painted WM initials

£600 - 800

132

A William Moorcroft flambe twin handled 'Claremont' vase Dated 1932

The body decorated with a band of toadstools under a mottled flambe glaze, (crazing),

blue painted W.Moorcroft signature, impressed marks, 19.5cm high £2,000 - 3,000

133

A William Moorcroft 'Claremont' vase

Circa 1925

Of ovoid form,

blue painted W.Moorcroft signature, impressed marks, 26cm high £2,000 - 3,000





A William Moorcroft 'Cornflower' jardiniere

Dated 1914

With squat body and gently flared rim with four lips, (crazing, shallow rim chip),

impressed marks, green painted W.Moorcroft 1914

£300 - 500

135

A William Moorcroft Florian Ware 'Cornflower' vase

Circa 1900

Of bottle shaped form with slender flaring neck, (restored chip), 28cm high

£500 - 700

136

A William Moorcroft flambé 'Iris' vase

Of ovoid form, decorated with a band of irises and flowers on a mottled red ground,

blue painted W.M initials, impressed marks, 16.5cm high

£500 - 600

137

A William Moorcroft Macintyre 'Pansy' vase

Circa 1912

The body decorated with a band of pansies on a cream ground, the foot rim with a green glaze, the rim applied with a silver plated mount, 9.5cm high, green painted W Moorcroft signature, brown printed Macintyre factory mark, impressed 851

£200 - 300







A large William Moorcroft 'Orchid' vase

circa 1940
The body of ovoid form, decorated with a band of flowers on a mottled blue ground,

green painted W.Moorcroft signature, impressed marks, 31.2cm high £500 - 700

139

A large William Moorcroft 'Pomegranate' vase

Circa 1915

Of tall cylindrical form with flared neck, the bands of pomegranate decoration on a mottled blue/yellow ground, (damage), 42.5cm high, green painted W.Moorcroft signature, impressed Moorcroft, Burslem, England, M25

£600 - 800

140

A Walter Moorcroft 'Freesia' flambé vase 18cm high, impressed marks, blue painted W.M initials £250 - 350

141

A collection of Walter Moorcroft 'Hibiscus' pottery

Comprising an ovoid vase, 26cm high, a bowl, 16cm diameter, a small jardiniere, 9.5cm high, a lamp base, 25.5cm high, together with an 'Anemone' lamp base, 24.5cm high,

various impressed and painted factory marks

£250 - 350



142 No lot

143

Four modern Moorcroft vases

Comprising a 'Rainforest vase, designed by Sally Tuffin, 32cm high, a 'Cluny' vase designed by Sally Tuffin, 26.5cm high, a 'Foxglove' vase designed by Rachel Bishop, 30.5cm high and a 'Poppy' vase designed by Rachel Bishop, 24cm high, impressed factory marks, painted initials £500 - 700

144

Three modern Moorcroft vases

Comprising a squat vase decorated with red and purple flowers on a dark green ground, 16.5cm high, a slender gently flared vase decorated with water lilies and bull rushes, 21cm high, and an ovoid vase with wild strawberries and flowers on a cream ground, 13.2cm high, impressed marks and various painted initials

£150 - 250

145

Two pieces of Moorcroft 'Mackintosh' pottery

Designed by Rachel Bishop, comprising a slender vase of ovoid form, 28cm high, and a lamp base of ovoid form, 39cm high, impressed and painted marks

£300 - 400

146

Eight pieces of modern Moorcroft pottery

Comprising a 'Brambles' candlestick and small slender vase, 21cm and 17cm high, an 'Anemone' shallow bowl, 26cm diameter, a 'Lily' cylindrical jar and cover, a small 'Magnolia' bowl, a 'Pomegranate' pin dish, and two small vases, one decorated with 'Bull Rushes' 10cm high, and one with 'Irises', 13.5cm high, various impressed and painted marks £300 - 500







Clarice Cliff

147

No lot

148

A rare Clarice Cliff figure of a lion and globe

The lion modelled crouching on a rocky ground alongside a world globe, the ground moulded with acorns, thistles, roses, daffodils and shamrocks,

green printed Clarice Cliff Newport pottery mark 27cm wide, 10cm high £300 - 400

149

A Clarice Cliff Bonjour part tea set,

Decorated with orange, ochre and brown bands, comprising a tea pot, sugar, cream, and side plate, together with a conical 'Hydrangea' cup and saucer, a conical 'Bignou' cup and saucer, and a 'Honiton' coffee cup and saucer, (both cracked),

black printed factory marks (10)

£400 - 600

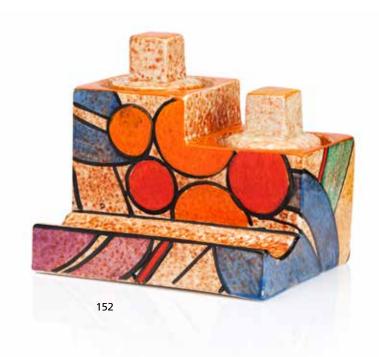
150

Three Clarice Cliff Fantasque cauldrons

Comprising an 'Orange Roof Cottage', a 'Devon' and a 'Solitude' example, all approximately 7.5cm high,

black printed factory marks

£600 - 700



Two Clarice Cliff sugar sifters

Comprising a conical Bizarre 'Amberose' example, 13.8cm high, and a Bizarre Bon Jour 'Green Japan' example, 13cm high, black printed factory marks

£500 - 600

152

A rare Clarice Cliff Cafe-Au-Lait 'Berries' double cube ink well and pen holder

With two covers, shape 462, black printed Bizarre mark, 9cm high, 10cm wide £600 - 800

153

A collection of Clarice Cliff pottery

Comprising a Fantasque 'Kew' daffodil cup and saucer, a Fantasque 'Applique Palermo' coffee can and saucer, a Bizarre 'Luxor' beaker, 7.5cm high, and a Bizarre 'Picasso Flower' small pot, 7.5cm high, black printed factory marks

£600 - 800

154

A Clarice Cliff 'Crocus' vase

Shape no. 342, black printed Bizarre mark, 20.5cm high £200 - 250

155

A collection of Clarice Cliff pottery

Comprising a Fantasque 'Blue Chintz' small cream jug, 6.4cm high, and a matching small conical sugar bowl, (rim chip), 7.3cm diameter, a Bizarre 'Pastel Melon' conical jug, 13.7cm high, and a Fantasque 'Rudyard' flared bowl, 11cm diameter, 7.8cm high, black printed Bizarre marks

£400 - 500













160

Three Clarice Cliff coffee cans and saucers

Comprising a Bizarre 'Tennis' pattern example, a Fantasque 'Circles and Squares' pattern example and a Bizarre geometric triangle pattern example,

all with printed factory marks

£500 - 700

157

Three Clarice Cliff preserve pots

Comprising a Fantasque 'Oranges' example with an electroplated cover, a Bon Jour 'Pink Taormina' example, 10.5cm high, (handle restored), and a 'Applique Idyll' example, 12.5cm high,

black printed factory marks

£500 - 700

158

Three Clarice Cliff preserve pots

Comprising a Fantasque orange 'Gardenia' example, 8cm high, a Fantasque 'Melon Picasso Fruit' example, 8.4cm high, and a Fantasue 'Broth' example, 8cm high, (lid probably associated), black printed factory marks

£250 - 350

159

A collection of Clarice Cliff pottery

Comprising a Delecia 'Lydiat' honey pot, 9.5cm high, a honey pot with transfer printed floral designs, 9.5cm high, (cover cracked), a Fantasque 'House and Bridge' cylindrical box and cover, 11cm diameter, (cover chipped), and an Bizarre 'Aurea' cylindrical preserve pot and cover, 10.3cm diameter,

black printed factory marks

£500 - 700





A Clarice Cliff 'Latona Tree' stepped fern pot and a 'Sliced Fruit' Cheshire fern pot

both with black printed Bizarre mark, both 9cm high £500 - 700

161

A collection of Clarice Cliff 'Crocus' pottery

Comprising a 'Spring Crocus' milk jug, 9.4cm high, an 'Autumn Crocus' sugar bowl, 6.8cm high, jug, 11.7cm high, and cylindrical preserve pot and cover, (minor chips), 9.5cm high,

black printed factory marks

£200 - 250

162

Collection of Clarice Cliff pottery

Comprising an 'Orange House' duck egg stand with four egg cups, an 'Alpine Tree' sugar bowl, 12.5cm diameter, a 'Pine Grove' biscuit barrel with cover and rattan handle, 15cm high with handle down, a 'Rhodanthe' pepper pot with electroplated lid, an 'Autumn' small sugar bowl, 8cm diameter, an 'Orange Autumn' small conical cruet set comprising a salt, pepper and mustard with lid, a 'Trent' mustard and lid, a 'Petunia' vase, (cracked), 15.3cm high, and a 'Chintz' Stamford jug, 6.8cm high,

black printed factory marks (15)

£500 - 600

163

A Clarice Cliff 'Sunburst' Stamford teapot black printed Bizarre mark, 15cm high £700 - 1,000

164

Three Clarice Cliff conical sugar sifters

Comprising a 'Tiger Tree', a Bizarre 'Aurea', and a Bizarre 'Gay Day' example, *all 14cm high*, black printed marks £400 - 500







A Della Robbia pottery vase

Circa 1895

Of ovoid form with slender neck and scrolling twin handles, decorated with stylised bands of green shamrocks scrolling around uprights, on a mottled blue ground,

incised mark and initials J.S, 38.4cm high

£600 - 800

166

A large Clément Massier lustre vase

The body of squat bulbous form with an elongated tapered cylindrical neck, decorated throughout with designs of flowers on stems, with iridescent lustre glazes of green, purple and blue, signed to base Clément Massier, à Golf Juan, (a.m.), 37.5cm high

£1,000 - 1,500

167

A terracotta Goldscheider figure

Circa 1900

Modelled as a young boy standing with his hands in his pockets and wearing a hat, on a naturalistic ground, *50cm high*, applied Goldscheider mark, impressed 3323 121 18

£300 - 500

A large pair of Ernst Wahliss Austrian figures

Circa 1900

One modelled as a finely dressed young man, holding a watch and standing against a tree trunk, on a naturalistic ground, the other modelled as a young woman tying the ribbon of her bonnet, standing alongside a tree trunk on a naturalistic leafy ground, both in muted shades of green and ochre with soft gilt highlights, 62cm high, blue Turn Wein crown mark,

£500 - 700

169

A Cantigalli lustre plate

Circa 1890

Of circular form, painted to the centre with a nude child holding a leafy branch, within a copper lustre band, the rim with Renaissance style scroll and foliate motifs with copper lustre highlights on a blue ground, underglaze blue cockerel mark and number, 29.5cm diameter

£400 - 500

170

A large teapot vase by Les Grottes Dieulefit

Mid 20th century

Of flattened circular form, on an oval socle foot, in black glaze, (slight restoration to neck),

incised signature to base, 38.5cm high

£300 - 400











A private collection of contemporary ceramics

171

Three pieces of pottery by Suleyman Saba (Australian)

Each piece of ovoid form with a white glaze, comprising a teapot and cover with red swing handle, and two jars and covers, the teapot 24cm high with handle raised, the jars 16.5 and 12.5cm high, each lid with a seal mark to the interior

£400 - 600

172

A large ceramic vessel by Nicholas Rena (b.1963)

Of abstract slender jug shaped form, with a steel grey glaze, $46cm\ high\ £600$ - 800

173

A large ceramic vessel by Nicholas Rena (b.1963) Of abstract jug shaped form, with blue glaze, 46cm high

£600 - 800

174

A ceramic bowl by Rupert Spira (b.1960)

Of shallow form, decorated with fine white comb like designs on a dark brown ground, *34cm diameter*, RS mark to base £1,000 - 1,500

17!

A pair of coffee cups and saucers and a plate by Rupert Spira (b.1960)

Each cup of cylindrical form, with white glaze exterior and yellow glaze interior, with simple strap handle, on a plain white circular saucer, *cup 7.8cm high, saucer 13.3cm diameter*, the plate of circular form with mottled red/purple glaze, *27.5cm diameter*, all with RS mark to base £700 - 900





A collection of four pottery pieces by Rupert Spira (b.1960)

Comprising a teapot of cylindrical form, with twin metal swing handles, and four tea bowls, each with white comb like decoration on a dark brown body, grey glazed interior, the teapot 27cm high to the top of the handle, tea bowls 11cm diameter RS mark to base of tea bowls £1,000 - 1,500

177

A ceramic cylindrical pot by Bodil Manz (Danish, Denmark 1943)

The exterior with white glaze and one black square, the interior with a yellow glaze, signed to base 13cm diameter, 11.5cm high,

£300 - 500

178

A twin compartment pottery vase by Ken Eastman (b.1960)

Decorated with two bands of grey and buff colour, of abstracted double compartment form, (glued repair), signed and dated to base 24.5cm high,

£200 - 300

179

A collection of contemporary studio pottery

Comprising a turquoise glazed lozenge shaped sculpture, possibly by Frances Priest, 48cm wide,

a grey glazed cylindrical teapot, the handle and cover finial of twisting star shaped section, 23cm high,

a David Wilde stoneware teapot with globular handle and cover finial, a blue glaze bottle shaped vase by Eileen Lewenstein, two shallow bowls, one with brown glazed interior, 30cm diameter, the other with cream glazed interior, impressed mark KAREN, 22cm diameter, a Brannan blue glazed bowl, 22cm diameter, a stoneware jug with mottled glazes of grey, ocher and white, and a mottled glass vase, dated 1980, indistinctly signed, possibly Antony Sten (9)

19.5cm high

£250 - 350







A collection of pottery by Sarah-Jane Selwood (b. 1969, Edinburgh)

Comprising a bowl with matt black glaze to the exterior and cream glazed interior with a band of mottled brown, 24cm diameter, a tea kettle of globular form with fluted loop handle, the brown glaze with white flecks, 23.5cm high, and two small pots and covers of similar design, tea kettle and pots with seal mark to base (4) 8.5cm and 6cm high,

£300 - 500

181

Two ceramic wall plaques by Stephen Bird (b.1964)

Each of rectangular form, with a recessed well and moulded rim, each with painted polychrome decoration depicting a man, one entitled 'Freak', the other entitled 'Bird', 28cm high, 18cm wide, SB impressed initials to reverse,

£300 - 400

182

A large ceramic vase by Alison Britton (b.1948)

Dated 1987

Of abstract ship like form, the body painted with stylised designs in various shades of blue, 35cm high, incised signature and date to base £800 - 1,200

183

A ceramic vase by Alison Britton (b.1948)

dated 1989

Of low cylindrical form with a spout like projection to one side, the surface textured with lines and abstract patterns in a blue glaze, cream glaze to the interior, 11.5cm high, 29cm wide, incised signature and date

£500 - 700

184

Two pottery vases by William Plumptre

Each vase of square section form and decorated to two sides with circular Japanese inspired motifs, one with a diaper effect mottled blue ground, the other on a cream coloured ground with diagonal lines, each with a narrow flared neck, *26cm high*, painted initials to base £250 - 350

End of sale





The Valuations Department comprises a team of experienced valuers and administrators who have direct access to over sixty specialist departments.

Valuations are fully illustrated and can be tailored to suit your individual needs. We provide valuations for:

- Insurance
- Inheritance Tax
- Family Division
- Current Market & Sales Advice

Scotland

- Single Owner Sales
- Private Treaty Sales
- Capital Gains Tax
- Conditional Exemption
- Gift & Leaseback Arrangements

We conduct valuations all over Scotland and preliminary visits can be made for large valuations without any obligation.

For more information please contact 0131 240 2295 belinda.treble@bonhams.com

Francis Campbell Boileau Cadell, RSA RSW (1883-1937) IONA (-the Island of Lunga) (detail) £60,000 - 80,000
To be included in *The Scottish Sale* 15 - 16 April 2014

NOTICE TO BIDDERS

This notice is addressed by *Bonhams* to any person who may be interested in a *Lot*, including *Bidders* and potential *Bidders* (including any eventual *Buyer* of the *Lot*). For ease of reference we refer to such persons as "*Bidders*" or "you". Our List of Definitions and Glossary is incorporated into this *Notice to Bidders*. It is at Appendix 3 at the back of the *Catalogue*. Where words and phrases are used in this notice which are in the List of Definitions, they are printed in italics.

IMPORTANT: Additional information applicable to the Sale may be set out in the Catalogue for the Sale, in an insert in the Catalogue and/or in a notice displayed at the Sale venue and you should read them as well. Announcements affecting the Sale may also be given out orally before and during the Sale without prior written notice. You should be alert to the possibility of changes and ask in advance of bidding if there have been any.

1. OUR ROLE

In its role as Auctioneer of Lots, Bonhams acts solely for and in the interests of the Seller. Bonhams' job is to sell the Lot at the highest price obtainable at the Sale to a Bidder. Bonhams does not act for Buyers or Bidders in this role and does not give advice to Buyers or Bidders. When it or its staff make statements about a Lot or, if Bonhams provides a Condition Report on a Lot it is doing that on behalf of the Seller of the Lot. Bidders and Buyers who are themselves not expert in the Lots are strongly advised to seek and obtain independent advice on the Lots and their value before bidding for them. The Seller has authorised Bonhams to sell the Lot as its agent on its behalf and, save where we expressly make it clear to the contrary, Bonhams acts only as agent for the Seller. Any statement or representation we make in respect of a Lot is made on the Seller's behalf and, unless Bonhams sells a Lot as principal, not on our behalf and any Contract for Sale is between the Buyer and the Seller and not with us. If Bonhams sells a Lot as principal this will either be stated in the Catalogue or an announcement to that effect will be made by the Auctioneer, or it will be stated in a notice at the Sale or an insert in the Catalogue.

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

2. LOTS

Subject to the Contractual Description printed in bold letters in the Entry about the Lot in the Catalogue (see paragraph 3 below), Lots are sold to the Buyer on an "as is" basis, with all faults and imperfections. Illustrations and photographs contained in the Catalogue (other than photographs forming part of the Contractual Description) or elsewhere of any Lots are for identification purposes only. They may not reveal the true condition of the Lot. A photograph or illustration may not reflect an accurate reproduction of the colour(s) of the Lot. Lots are available for inspection prior to the Sale and it is for you to satisfy yourself as to each and every aspect of a Lot, including its authorship, attribution, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the Hammer Price). It is your responsibility to examine any Lot in which you are interested. It should be remembered that the actual condition of a Lot may not be as good as that indicated by its outward appearance. In particular, parts may have been replaced or renewed and Lots may not be authentic or of satisfactory quality; the inside of a Lot may not be visible and may not be original or may be damaged, as for example where it is covered by upholstery or material. Given the age of many Lots they may have been damaged and/ or repaired and you should not assume that a Lot is in good condition. Electronic or mechanical parts may not operate or may not comply with current statutory requirements. You should not assume that electrical items designed to operate on mains electricity will be suitable for connection to the mains electricity supply and you should obtain a report from

a qualified electrician on their status before doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only. If you yourself do not have expertise regarding a *Lot*, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details.

Any person who damages a *Lot* will be held liable for the loss caused.

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

In most cases, an Estimate is printed beside the Entry. Estimates are only an expression of Bonhams' opinion made on behalf of the Seller of the range where Bonhams thinks the Hammer Price for the Lot is likely to fall; it is not an Estimate of value. It does not take into account any VAT or Buyer's Premium payable. Lots can in fact sell for Hammer Prices below and above the Estimate. Any Estimate should not be relied on as an indication of the actual selling price or value of a Lot. Estimates are in the currency of the Sale.

Condition Reports

In respect of most Lots, you may ask for a Condition Report on its physical condition from Bonhams. If you do so, this will be provided by Bonhams on behalf of the Seller free of charge. Bonhams is not entering into a contract with you in respect of the Condition Report and accordingly does not assume responsibility to you in respect of it. Nor does the Seller owe or agree to owe you as a Bidder any obligation or duty in respect of this free report about a Lot, which is available for your own inspection or for inspection by an expert instructed by you. However, any written Description of the physical condition of the Lot contained in a Condition Report will form part of the Contractual Description of the Lot under which it is sold to any Buyer.

The Seller's responsibility to you

The Seller does not make or agree to make any representation of fact or contractual promise, Guarantee or warranty and undertakes no obligation or duty, whether in contract or in tort (other than to the eventual Buyer as set out above), in respect of the accuracy or completeness of any statement or representation made by him or on his behalf, which is in any way descriptive of any Lot or as to the anticipated or likely selling price of any Lot. Other than as set out above, no statement or representation in any way descriptive of a Lot or any Estimate is incorporated into any Contract for Sale between a Seller and a Buyer.

Bonhams' responsibility to you

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

Bonhams undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each Lot to establish the accuracy or otherwise of any Descriptions or opinions given by Bonhams, or by any person on Bonhams' behalf, whether in the Catalogue or elsewhere.

You should not suppose that such examinations, investigations or tests have occurred.

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by Bonhams or on

Bonhams' behalf which is in any way descriptive of any Lot or as to the anticipated or likely selling price of any Lot. No statement or representation by Bonhams or on its behalf in any way descriptive of any Lot or any Estimate is incorporated into our Buyer's Agreement.

Alterations

Descriptions and Estimates may be amended at Bonhams' discretion from time to time by notice given orally or in writing before or during a Sale.

THE LOT IS AVAILABLE FOR INSPECTION AND YOU MUST FORM YOUR OWN OPINION IN RELATION TO IT. YOU ARE STRONGLY ADVISED TO EXAMINE ANY LOT OR HAVE IT EXAMINED ON YOUR BEHALF BEFORE THE SALE.

4. CONDUCT OF THE SALE

Our Sales are public auctions which persons may attend and you should take the opportunity to do so. We do reserve the right at our sole discretion to refuse admission to our premises or to any Sale without stating a reason. We have complete discretion as to whether the Sale proceeds, whether any Lot is included in the Sale, the manner in which the Sale is conducted and we may offer Lots for Sale in any order we choose notwithstanding the numbers given to Lots in the Catalogue. You should therefore check the date and starting time of the Sale, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a Lot you are interested in is put up for Sale. We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any Lot, to combine two or more Lots, to withdraw any Lot from a Sale and, before the Sale has been closed, to put up any Lot for auction again. Auction speeds can exceed 100 Lots to the hour and bidding increments are generally about 10%. However these do vary from Sale to Sale and from Auctioneer to Auctioneer. Please check with the department organising the Sale for advice on this. Where a Reserve has been applied to a Lot, the Auctioneer may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such Reserve) on behalf of the Seller. We are not responsible to you in respect of the presence or absence of any Reserve in respect of any Lot. If there is a Reserve it will normally be no higher than the lower figure for any Estimate in the Catalogue, assuming that the currency of the Reserve has not fluctuated adversely against the currency of the Estimate. The Buver 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 Buver, 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 Buver. 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

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*).

 Hammer Price
 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:

- t VAT at the prevailing rate on Hammer Price and Buyer's
- 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
- 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

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/supportingmuseums/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 *Bohhams* in the next appropriate *Sale*, on standard terms for *Sellers*, and you will be responsible for any loss incurred by *Bohhams* 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
- "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
- "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

24. WINF

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.
- This lot contains or is made of ivory the United States Government has banned the import of any ivory into the USA
- •, †, *, G, Ω , α see clause 8, VAT, for details.

DATA PROTECTION - USE OF YOUR INFORMATION

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

APPENDIX 1

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, it's 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.

FITNESS FOR PURPOSE AND SATISFACTORY OUALITY

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. 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.

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

4.2

5

- 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.

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.
- .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.

FAILURE TO PAY FOR THE LOT

8

- 8.1 If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
- 8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the Lot;
- 8.1.4 to remove and store the Lot at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the Contract for Sale and/or damages for breach of contract;
- 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 8.1.7 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless the Buyer buys the Lot as a Consumer from the Seller selling in the course of a Business) you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;
- 8.1.8 to retain possession of any other property sold to you by the *Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract* for *Sale* shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on three months' written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such Sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams; and
- 8.1.10 so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the Seller or to Bonhams by you.
- 8.2 You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other Expenses and costs (including any monies payable to Bonhams in order to obtain the release of the Lot) incurred by the Seller (whether or not court proceedings will have been issued) as a result of Bonhams taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the Seller becomes liable to pay the same until payment by you.
- 8.3 On any resale of the Lot under paragraph 8.1.2, the Seller will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the Lot, after the payment of all sums due to the Seller and to Bonhams, within 28 days of receipt of such monies by him or on his behalf.

9 THE SELLER'S LIABILITY

- 9.1 The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the Seller will not be liable for any breach of any term that the Lot will correspond with any Description applied to it by or on behalf of the Seller, whether implied by the Sale of Goods Act 1979 or otherwise
- 9.3 Unless the Seller sells the Lot in the course of a Business and the Buyer buys it as a Consumer,
- 9.3.1 the Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale;
- 9.3.2 the Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer or of the Buyer's management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
- 9.3.3 in any circumstances where the Seller is liable to you in respect of the Lot, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the Seller's liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
- 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the Seller's negligence (or any person under the Seller's control or for whom the Seller is legally responsible), or (iii) acts or omissions for which the Seller is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

10 MISCELLANEOUS

- 10.1 You may not assign either the benefit or burden of the Contract for Sale.
- 10.2 The Seller's failure or delay in enforcing or exercising any power or right under the Contract for Sale will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the Seller's ability subsequently to enforce any right arising under the Contract for Sale.

- 10.3 If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
- 10.4 Any notice or other communication to be given under the Contract for Sale must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the Seller, addressed Co Bonhams at its address or fax number in the Catalogue (marked for the attention of the Company Secretary), and if to you to the address or fax number of the Buyer given in the Bidding Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 10.5 If any term or any part of any term of the Contract for Sale is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 10.6 References in the Contract for Sale to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents.
- 10.7 The headings used in the Contract for Sale are for convenience only and will not affect its interpretation.
- 10.8 In the Contract for Sale "including" means "including, without limitation".
- 10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the Contract for Sale confers (or purports to confer) on any person who is not a party to the Contract for Sale any benefit conferred by, or the right to enforce any term of, the Contract for Sale.
- 10.12 Where the Contract for Sale confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the Seller, it will also operate in favour and for the benefit of Bonhams, Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

11 GOVERNING LAW

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

APPENDIX 2

BUYER'S AGREEMENT

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

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.

PAYMENT

3

- 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.
- 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

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.
 - 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*.

FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS

- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the Lot is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the Seller):
- 7.1.1 to terminate this agreement immediately for your breach of contract:
- 7.1.2 to retain possession of the Lot;

7

- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the Purchase Price) and/or damages for breach of contract;
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof:
- 7.1.7 to sell the *Lot Without Reserve* by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sale) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us:
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other Expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the Purchase Price of the Lot (or where you have purchased more than one Lot pro-rata towards the Purchase Price of each Lot) and secondly to the Buyer's Premium (or where you have purchased more than one Lot pro-rata to the Buyer's Premium on each Lot) and thirdly to any other sums due to us.
- 7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any Sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

- 8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
- 8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or
- 8.1.2 deliver the Lot to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the Lot, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
- 8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

9 FORGERIES

- 9.1 We undertake a personal responsibility for any Forgery in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the Lot is or may be a Forgery, and in any event within one year after the Sale, that the Lot is a Forgery, and
- 9.2.3 within one month after such notification has been given, you return the Lot to us in the same condition as it was at the time of the Sale, accompanied by written evidence that the Lot is a Forgery and details of the Sale and Lot number sufficient to identify the

- 9.3 Paragraph 9 will not apply in respect of a Forgery if:
- 9.3.1 the Entry in relation to the Lot contained in the Catalogue reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
- 9.3.2 it can be established that the Lot is a Forgery only by means of a process not generally accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
- 9.4 You authorise us to carry out such processes and tests on the Lot as we in our absolute discretion consider necessary to satisfy ourselves that the Lot is or is not a Forgery.
- 9.5 If we are satisfied that a Lot is a Forgery we will (as principal) purchase the Lot from you and you will transfer the title to the Lot in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the Purchase Price, Buyer's Premium, VAT and Expenses paid by you in respect of the Lot.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the Lot, all rights and benefits under this paragraph will cease.
- 9.8 Paragraph 9 does not apply to a Lot made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a Stamp or Stamps or a Book or Books.

10 OUR LIABILITY

- 10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in respect of it, made by us or on our behalf or by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Bonhams' Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale.
- 10.2 Our duty to you while the Lot is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the Lot or to other persons or things caused by:
- 10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the Lot is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

- 10.3.1 We will not be liable to you for any loss of Business, Business profits, revenue or income or for loss of Business reputation or for disruption to Business or wasted time on the part of the Buyer's management or staff or, if you are buying the Lot in the course of a Business, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
- 10.3.2 Unless you buy the Lot as a Consumer, in any circumstances where we are liable to you in respect of a Lot, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot plus Buyer's Premium (less any sum you may be entitled to recover from the Seller) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

Where the *Lot* is made up wholly of a *Book* or *Book* 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 nonconforming 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.
- 2.5 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.
- 2.6 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 W15 15R, 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 I/AT) 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
- "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
- "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*
- "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 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

SALE OF GOODS ACT 1979

doer has a duty of care.

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.

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Please circle you	r bidding	metho	od above	e.																
					Sale title: Europear	60 Sal	Sale date: Tuesday 30 April 2014													
					Sale no. 21871	Sal	Sale venue: Edinburgh													
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he company's behalf. Failure to provide this may result in our bids not being processed. For higher value lots you nay also be asked to provide a bank reference.			Lam registering to hi	d as a privi	ate clien	nt.			I am registering to bid as a						clien			킊		
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^{*} 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.



