



## MUSICAL INSTRUMENTS

Wednesday 29 October 2014 at 11am Knightsbridge, London

#### **BONHAMS**

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## **SALE NUMBER**

21679

## **CATALOGUE**

£20

#### **ILLUSTRATIONS**

Front cover: Lot 200 Back cover: Lot 200

## LIVE ONLINE BIDDING IS AVAILABLE FOR THIS SALE

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Please see back of catalogue for Notice to Bidders

#### IMPORTANT INFORMATION

The United States Government has banned the import of ivory into the USA. Lots containing ivory are indicated by the symbol  $\Phi$  printed beside the lot number in this catalogue.



#### Bonhams 1793 Limited

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## IMPORTANT INFORMATION FOR BUYERS

#### **FULL CONDITIONS**

Full conditions are displayed in all our auction rooms and can be obtained from Montpelier Street, Knightsbridge, London SW7 1HH

#### **VALUE ADDED TAX**

See back of catalogue please. Please note the revised figure for VAT is now 20%

#### **IMPORTANT NOTICES**

Inclusion in the catalogue of statements relating to imperfections or damage is intended to be of assistance to purchasers. But lack of any such notice implies no guarantee of condition and purchasers must be responsible for satisfying themselves in this respect. No responsibility accepted for bows with repair or graft concealed by the lapping.

Condition reports and limited additional photographs are provided at our discretion, and usually on lots only with auction estimate in excess of one thousand pounds. These reports will be provided only after customers have registered at bids@bonhams.com (Refer to terms and conditions at back of catalogue).

By participating in this auction, bidders are assumed to have read and understood the terms and conditions of business. The prices are estimates only and do not include buyer's premium or VAT where this is applicable.

#### **TERMINOLOGY**

by	The instrument is believed by Bonhams to be made by the maker named in
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the description.

ascribed to A traditional attribution with which we do not necessarily agree.

attributed to An opinion which may be traditional, indicating a probable maker's identity

or date of manufacture of an instrument in whole or in part.

school of The instrument is in our opinion by a later or contemporary follower of the

maker indicated, or is in the style of instruments associated with the area

indicated.

workshop of In our opinion the instrument is executed in the basic style of the maker

and possibly under his direct supervision.

labelled The instrument is not in our opinion by the maker indicated but merely

bears (also stamped, his name. In some cases the instrument may be a later copy or is modelled inscribed, etc.) after the maker indicated.

L.O.B. Length of back, excluding button.

#### **CLEARANCE DURING THE SALE**

#### A storage charge of £3.60 per day after Wednesday 26 November 2014.

During this sale, certain lots can be cleared at the discretion of Bonhams. Clearance from the saleroom will be on production to the saleroom staff of a delivery order which can be obtained from the Cashiers on payment in full for the lot.

Please note that the Cashiers will need to obtain bank clearance for any cheque payments. As this can take some time we would recommend that clients apply for clearance prior to the sale.

Please note that any clearance will be in accordance with our standard Terms and Conditions of Sale and the contract made on the fall of the hammer and Bonhams reserve all rights in cases of error arising on settlement and clearance during the sale.

#### CITES

For additional information relating to cities please see notice to bidders paragraph 13.

#### **CATALOGUING**

Please note the figure in brackets after the description gives the number of items within the lot e.g. Violin, Bow and case = (3)

## **IMPORTANT INFORMATION**

The United States Government has banned the import of ivory into the USA. Lots containing ivory are indicated by the symbol  $\Phi$  printed beside the lot number in this catalogue.

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#### **CONCERTINAS**

#### A TREBLE CONCERTINA BY C.WHEATSTONE, NO., 33135 **CIRCA 1934**

Stamped on pierced metal hexagonal endplate by the maker diameter 159mm (6 1/4in) 49 steel buttons, fivefold bellows, black, in lined and fitted black Wheatstone box. (2)

£600 - 800 €770 - 1,000 US\$970 - 1,300

Offered with various provenance documents relating to the above.

#### A BARITONE CONCERTINA BY WHEATSTONE & CO.,LONDON NO., 31684

Stamped on pierced raised steel endplates by the maker diameter 239mm (9 7/16in) seventy-two steel buttons, octagonal, eightfold bellows, in brown hide Wheatstone box. (2)

£1,000 - 1,500 €1,300 - 1,900 US\$1,600 - 2,400

## A BARITONE CONCERTINA BY WHEATSTONE, LONDON

Labelled with metal tag affixed by the maker no., 34704 diameter 204mm (8 1/16in) with 56 metal pins, thumb straps the whole of ebony with raised pierced fretwork endplates, seven fold bellows, in brown hide carrying box. (2)

£1,000 - 1,500 €1,300 - 1,900 US\$1,600 - 2,400

## **SPINET**

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## **A SPINET CIRCA 1720**

Inscribed Faintly on nameboard, ... Watson fecit? width 1970mm (77 9/16in) the case of walnut with boxwood panel inlay decoration, with five octaves of ivory naturals and rosewood accidentals, the keys with arcaded fronts, would benefit from careful restoration, much original work remains, on later turned stand. (1)

#### WOODWIND

 $_{4}$ Y  $\Phi$ 

#### PROPERTY OF THE LATE SIR COLIN DAVIS, A BOXWOOD AND **IVORY BB CLARINET BY GOULDING & CO, LONDON, CIRCA 1807**

Branded Goulding & Co, No. 117 New Bond St., London length 600mm (23 5/8in) excluding mouthpiece, with six brass keys, one articulated, in fitted case. (2)

£500 - 600 €640 - 770 US\$810 - 970

#### A BOXWOOD AND HORN F CLARINET, BY W. EBERL, **CARLSBAD, CIRCA 1850**

Branded Eberl, Carlsbad, F overall length 410mm (16 1/8in) with fourteen brass keys, one articulated, use wear and restorations. (1)

£500 - 600 €640 - 770 US\$810 - 970

## **BASSES**

#### AN EARLY FRENCH CONCERT BASS OF QUALITY

Length of back 1148mm (45 3/16in) four strings, fine brass machine turners and rollers, of a aged red brown colour, use wear and restorations, in brown soft cover. (2)

£4,000 - 5,000 €5,100 - 6,400 US\$6,500 - 8,100

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#### A CONTEMPORARY BASS BY R. NORRIS, LONDON, 1975

Labelled Made by R. Norris, London, 1975 Length of back 1094mm (43 1/16in) of a golden orange brown colour, as seen in soft cover, with five Bass Bows, by J.E. Vickers, various mounts, with hair. (7)

£600 - 700 €770 - 890 US\$970 - 1,100





## **GUITARS**

#### A SIX STRING GUITAR BY HERMANN HAUSER II, REISBACH 1968

Labelled by the maker; Hermann Hauser, Gitarren No.833, A.D.1968; 8386 Reisbach Length of back 451mm (17 3/4in) the body in the manner of the Viennese guitar of maple and spruce, the open head with original machine heads and bridge, neck and fingerboard variable by key, of a light blonde colour, use and wear only in case. (2)

£15,000 - 20,000 €19,000 - 26,000 US\$24,000 - 32,000 9\* Y Φ

#### A SMALL GUITAR CIRCA 1846

Inscribed on top block; Guinot ? 33; 1846 Length of back 385mm (15 3/16in) of rosewood with soundhole and table edge decoration brass machines stamped VR, with ivory accessories, in wooden box. (2)

£1,000 - 1,500 €1,300 - 1,900 US\$1,600 - 2,400

#### A NEAPOLITAN MANDOLIN BY RAFFAELE CALACE, ROME **CIRCA 1920**

Labelled by the maker the pear shaped back and body of a blond colour, skilful work, in case. (2)

£1,000 - 1,500 €1,300 - 1,900 US\$1,600 - 2,400



## A RARE, EARLY SEVEN STRING GUITAR BY HERMANN HAUSER 1, MUNICH 1924

Labelled Herm. Hauser Lautenmacher in Munchen A.D 1924 also numbered twice internally D.R.P.Nr.339867 Length of back 475mm (18 11/16in) the body in the manner of the Viennese guitar of maple and German spruce, zero fret, with original machine heads, neck and fingerboard variable by key, of a pale golden amber colour, use, wear and minor restoration, in case. (2)

£20,000 - 30,000 €26,000 - 38,000 US\$32,000 - 49,000 Offered with a Certificate of Authenticity signed and dated by Kathrin Hauser on 26/8/2014 to the above effect.

Seven string guitars were used throughout the nineteenth century, the most famous performer was the French virtuoso Napoleon Coste (1805-1883) who was a noted composer and performer on his Rene Lacote guitar. Most published repertoire of the nineteenth century was written for the "standard" six string instrument, but it was accepted and common practise for players who had an extended range guitar to adapt and incorporate the seventh string, or more, as appropriate.

The above may reasonably be said to come from the maker's pre-Iberian period, derived from earlier local traditions of Lutherie and possibly reflects some enthusiasm for the newly rediscovered repertoire for Baroque lute. It was not until 1924 that Hauser met Segovia on the latter's first concert tour of Germany.

Two examples similar to the above are in the possession of the Hauser family.



#### **VIOLA BOWS**

#### A SILVER MOUNTED VIOLA BOW BY JOSEPH ALFRED LAMY, PARIS

Stamped A Lamy a Paris weight 68 grams the round stick of a light amber brown colour, use and wear, full hair. (1)

£8,000 - 12,000 €10,000 - 15,000 US\$13,000 - 19,000

#### A SILVER MOUNTED VIOLA BOW BY **LOUIS MORIZOT (FRERES) CIRCA 1940**

Stamped Collin Mezin weight 71 grams the octagonal stick of a red brown colour, full hair.

£2.000 - 3.000 €2,600 - 3,800 US\$3,200 - 4,900

Offered with the Certificat D'Authenticite no., 13196 of P.Guillaume, Bruxelles to the above effect, signed sealed and dated 5 July 2013 noting in addition..." Parfait etat de conservation a ce jour."...

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#### A GOLD MOUNTED VIOLA BOW BY **CHARLES BAZIN**

Stamped Charles Bazin weight 72 grams The octagonal stick of a brown colour, full hair. (1)

£4.000 - 6.000 €5,100 - 7,700 US\$6,500 - 9,700

Offered with the Certficat de Fabrication of Charles Bazin, signed and dated 1979.

## A GOLD MOUNTED VIOLA BOW

Stamped faintly Hare.... weight 73 grams the round stick of a red brown colour, with a silver mounted Viola Bow stamped Richard Grunke \*\*\* the octagonal stick of quality of an orange red brown colour, 72gm.,both full hair. (2)

£1,200 - 1,800 €1,500 - 2,300 US\$1,900 - 2,900

## A SILVER MOUNTED VIOLA BOW BY W.E. **HILL & SONS, LONDON**

Stamped W.E. Hill & Sons weight 69 grams the round stick of a dark brown colour, use and wear, full hair. (1)

£2,000 - 3,000 €2.600 - 3.800 US\$3,200 - 4,900

#### A NICKEL MOUNTED VIOLA BOW BY **ADAM CIRCA 1840**

weight 70 grams the fine round bois d' amourette stick of an orange and red brown colour full hair, use and wear. (1)

£4,000 - 5,000 €5,100 - 6,400 US\$6,500 - 8,100

Offered with the Certificate D'Authenticite of B.Millant, Paris signed and dated 18 June 2010 to the above effect stating ..."issu de la famille Adam vers 1840"...noting..."beau bois d'amourette, elegant et bein dans le style de l'epoque"...

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#### A SILVER MOUNTED VIOLA BOW

Stamped faintly E.Blondelet a Paris weight 71 grams the round stick of quality of an orange brown colour, full hair. (1)

£1,500 - 2,000 €1,900 - 2,600 US\$2,400 - 3,200

#### A SILVER MOUNTED VIOLA BOW BY W.E.HILL & SONS, LONDON

Stamped W.E.Hill & Sons weight 68 grams the octagonal stick of a light orange brown colour, some hair with an octagonal Violin Bow stamped E.M.Penzel, a Violin by Hopf circa 1760 stamped Hopf below the button, 354mm., brown, a Viola circa 1820 labelled J.Pauli me fecit Lincii; 378mm., of a red brown colour, use wear and restorations, in two cases. (6)

£3,000 - 4,000 €3,800 - 5,100 US\$4,900 - 6,500

#### AN INTERESTING NICKEL MOUNTED **VIOLA/VIOLIN BOW ATTRIBUTED TO PAJEOT**

weight 64 grams the round stick, bois d'etranger, of a brown colour, the ebony frog with integral thumb guard, full hair, minus lapping. (1)

£2,500 - 3,500 €3,200 - 4,500 US\$4,100 - 5,700

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## **CELLO BOWS**

## A SILVER MOUNTED CELLO BOW ASCRIBED TO J.A.LAMY, PARIS CIRCA

Stamped A.Lamy A Paris weight 81 grams the octagonal stick of quality of a light orange red brown colour, full hair. (1)

£6,000 - 8,000 €7,700 - 10,000 US\$9,700 - 13,000

#### A NICKEL MOUNTED CELLO BOW

Stamped L. Lowenthal, Berlin weight 75 grams the octagonal stick of a brown colour, use wear and some hair. (1)

£500 - 600 €640 - 770 US\$810 - 970

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#### A NICKEL MOUNTED CELLO BOW BY L.MORIZOT (FRERES) CIRCA 1950

Stamped O.Marissal. Lille weight 77 grams the round stick of an orange brown colour, full hair. (1)

£1,500 - 2,000 €1,900 - 2,600 US\$2,400 - 3,200

Offered with the Certificat D'Authenticite no., 3023-7LG4 of RCB, Raffin, Le Canu and Bigot, Paris to the above effect signed and dated 12 September 2104, noting in addition..."Beau specimen de ces grands Maitres francais...'

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#### A NICKEL MOUNTED CELLO BOW

Stamped Dupuy a Paris weight 75 grams the round stick of a red brown colour, full hair. (1)

£1,200 - 1,500 €1,500 - 1,900 US\$1,900 - 2,400

#### A CELLO BOW BY W.E.HILL & SONS LONDON

Stamped Hill weight 76 grams stamped D34 below the frog, the round stick with silver tip of an orange brown colour, full hair. (1)

£1,000 - 1,500 €1,300 - 1,900 US\$1,600 - 2,400

26\*

#### A SILVER MOUNTED CELLO BOW STAMPED \*MICHAEL SCHICKER\*

weight 81 grams the round stick of a brown colour, with A Cello Bow stamped Jac Fluck, the round stick of a red brown colour, as seen. (2)

£700 - 900 €890 - 1,200 US\$1,100 - 1,500

#### A SILVER MOUNTED CELLO BOW BY W.E.HILL & SONS LONDON

Stamped Hill weight 73 grams the round stick of a red brown colour, full hair. (1)

£800 - 1,200 €1,000 - 1,500 US\$1,300 - 1,900





## A FRENCH CELLO BOW STICK BY P.SIMON CIRCA 1870

weight 79 grams the round stick of an orange brown colour, frog and button later, use and wear, full hair. (1)

£10,000 - 15,000 €13.000 - 19.000 US\$16,000 - 24,000

Offered with the Certificat D'Authenticite of B.Millant signed and dated Paris 16 November 2009 to the above effect noting in addition..."Baguette...tres elegant et typique"...

#### A NICKEL MOUNTED CELLO BOW SCHOOL OF SIMON FR.

weight 81 grams the round stick of a deep red brown colour, use and wear, full hair. (1)

£2,500 - 3,500 €3,200 - 4,500 US\$4,100 - 5,700

### A NICKEL MOUNTED CELLO BOW

Stamped faintly A.Lamy A Paris weight 85 grams stick of quality, of a red brown colour, with a cello bow stamped Jean Fritsch A Paris of an orange brown colour with three various bows (5)

£800 - 1,200 €1,000 - 1,500 US\$1,300 - 1,900

#### A NICKEL MOUNTED CELLO BOW BY C.N.BAZIN, MIRECOURT **CIRCA 1890**

weight 73 grams the round stick of an orange brown colour, full hair. (1)

£2,000 - 3,000 €2,600 - 3,800 US\$3,200 - 4,900

Offered with the Certificat D'Authenticite of P.Guillaume, Bruxelles no., 14337 to the above effect, signed sealed and dated 18 September 2104 noting in addition..."un travail de qualite"...

#### A VIOLONCELLO BOW, HOYER SCHOOL CIRCA 1920

weight 71 grams the octagonal stick of a light orange brown colour, full hair, use and wear at hand and thumb position. (1)

£2,000 - 3,000 €2,600 - 3,800 US\$3,200 - 4,900

### A NICKEL MOUNTED CELLO BOW ATTRIBUTED TO C.N.BAZIN

weight 70 grams the round stick of an orange brown colour, minus hair, much use and wear. (1)

£1,500 - 2,500 €1,900 - 3,200 US\$2,400 - 4,100

## **VIOLIN BOWS PART I**

34\*

#### A NICKEL MOUNTED VIOLIN BOW

Stamped W.R. Wild, Germany, weight 56 grams the octagonal stick of a brown colour, use and wear, full hair. (1)

£800 - 1,200 €1.000 - 1.500 US\$1,300 - 1,900

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## A SILVER MOUNTED VIOLIN BOW, HOYER SCHOOL

Stamped A. Hoyer weight 62 grams the round stick of a brown colour, use and wear, full hair. (1)

£500 - 700 €640 - 890 US\$810 - 1,100

#### A SILVER MOUNTED VIOLIN BOW OF THE J.B. VUILLAUME SCHOOL, PARIS

weight 58 grams the round stick of a dark brown colour, use wear and restorations to frog, full hair. (1)

£1,000 - 1,500 €1,300 - 1,900 US\$1,600 - 2,400

#### A SILVER MOUNTED VIOLIN BOW BY H.R.PFREZSTCHNER

Branded by the maker weight 56 grams the octagonal stick of a light brown colour, use and wear, full hair. (1)

£800 - 1,200 €1,000 - 1,500 US\$1,300 - 1,900

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#### A SILVER MOUNTED VIOLIN BOW

Stamped faintly Nefri F.A. weight 62 grams the round stick of a yellow brown colour, full hair. (1)

£1,000 - 1,500 €1,300 - 1,900 US\$1,600 - 2,400

#### A SILVER MOUNTED BOW BY W.E. HILL & SONS, LONDON

Branded W.E. Hill & Sons weight 60 grams the round stick of an orange brown colour, use and wear, full hair. (1)

£2,000 - 3,000 €2.600 - 3.800 US\$3,200 - 4,900

## A SILVER MOUNTED VIOLIN BOW BY ALBERT NURNBERGER

Stamped faintly at the hand position weight 62 grams the round stick of a light red brown colour, full hair. (1)

£800 - 1,200 €1,000 - 1,500 US\$1,300 - 1,900

40A

#### A SILVER MOUNTED VIOLIN BOW

Stamped Dodd on stick and frog weight 60 grams the round stick of an orange brown colour, use and wear, some hair. (1)

£1,000 - 1,500 €1,300 - 1,900 US\$1,600 - 2,400

#### A MIRECOURT VIOLIN BOW CIRCA 1900

weight 60 grams the round stick of a red brown colour, full hair. (1)

£800 - 1,200 €1,000 - 1,500 US\$1,300 - 1,900

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## A USEFUL NICKEL MOUNTED MIRECOURT VIOLIN BOW CIRCA

weight 61 grams the round stick of an orange red brown colour, full hair. (1)

£800 - 1,200 €1,000 - 1,500 US\$1,300 - 1,900





#### A SILVER MOUNTED VIOLIN BOW BY **ALFRED LAMY MIRECOURT CIRCA 1910**

Stamped Alfred Lamy weight 60 grams the round stick of quality of an amber orange brown colour, use and wear, full hair. (1)

£3,000 - 4,000 €3.800 - 5.100 US\$4,900 - 6,500

Offered with the Certificat D'Authenticite of P.Guillaume no., 14333 to the above effect, signed, sealed and dated Bruxelles 4 September 2104, noting in addition..."un travail bien typique d'Alfred Lamy"...

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#### A SILVER MOUNTED VIOLIN BOW BY W.E. HILL & SONS, LONDON

Stamped W.E. H&S weight 58 grams the round stick of a dark brown colour, use ad wear, full hair. (1)

£800 - 1,200 €1,000 - 1,500 US\$1,300 - 1,900

## A FRENCH VIOLIN BOW CIRCA 1900

Stamped H.C. Silvestre A Paris weight 57 grams the round stick of quality, of a red brown colour, much use and wear at thumb position on both stick and frog, some hair. (1)

£1,200 - 1,800 €1,500 - 2,300 US\$1,900 - 2,900

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#### A SILVER MOUNTED VIOLIN BOW BY W.E.HILL & SONS, LONDON CIRCA 1930

Stamped Hill weight 54 grams frog plain, the button of aluminium, the round stick of an orange brown colour, minus hair, abrasions, use and wear. (1)

£800 - 1,200 €1,000 - 1,500 US\$1,300 - 1,900

#### AN ENGRAVED GOLD OCTAGONAL **MOUNTED VIOLIN BOW**

Stamped Walter Mettal with a Violin Bow stamped K. Werner Uebel, with a Violin Bow Atelier, L.G.Chen, with a Violin Bow stamped Roderich Paesold\*\*\* all full hair, use and wear.

£800 - 1,200 €1,000 - 1,500 US\$1,300 - 1,900

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#### A NICKEL MOUNTED VIOLIN BOW BY LOUIS BAZIN, MIRECOURT

Stamped Louis Bazin weight 60 grams the round stick of an amber brown colour, use and wear, some hair. (1)

£800 - 1,200 €1,000 - 1,500 US\$1,300 - 1,900

## A GOLD MOUNTED GERMAN VIOLIN

Stamped Bernd Dolling \*\*\* weight 63 grams of a red brown colour, with a silver mounted Violin bow stamped Richard Grunke\*\*3 61gm., of an orange brown colour, both octagonal, full hair. (2)

£1,000 - 1,500 €1,300 - 1,900 US\$1,600 - 2,400

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#### A SILVER MOUNTED VIOLIN BOW BY **PFRETZSCHNER**

Stamped faintly weight 60 grams the round stick of quality of a red brown colour, full hair. (1)

£1,000 - 1,500 €1,300 - 1,900 US\$1,600 - 2,400

#### A SILVER MOUNTED VIOLIN BOW

Stamped faintly C. Bazin weight 56 grams the elegant round stick of an orange brown colour, some hair. (1)

£1,200 - 1,800 €1,500 - 2,300 US\$1,900 - 2,900

#### A SILVER MOUNTED VIOLIN BOW BY W.E.HILL & SONS, LONDON

Stamped Hill weight 55 grams the round stick with silver face of a red brown colour, some hair, use wear and restoration. (1)

£800 - 1,200 €1,000 - 1,500 US\$1,300 - 1,900

#### A GOLD MOUNTED VIOLIN BOW BY **PENZEL**

Stamped K. Gerhard Penzel weight 64 grams the octagonal stick of a dark red brown colour, use and wear, full hair. (1)

£1,000 - 1,500 €1,300 - 1,900 US\$1,600 - 2,400

#### A SILVER MOUNTED VIOLIN BOW ATTRIBUTED TO PAUL JOMBAR, PARIS

Stamped Paul Jombar Paris weight 65 grams the octagonal stick of an orange brown colour, full hair, use and wear. (1)

£1,000 - 1,500 €1,300 - 1,900 US\$1,600 - 2,400

#### A VIOLIN BOW, STUDIO OF J.EURY

weight 58 grams the round stick of a brown colour, the bone button, full hair. (1)

£1,500 - 2,000 €1,900 - 2,600 US\$2,400 - 3,200

Offered with the colour-illustrated Certificat D'Authenticite no., 11851 relating to the above of J.-F.Raffin, Paris signed and dated 12 January 2006 noting later frog and button stating; "Interessant specimen pour la baguette, de ce grand Atelier français, en bon etat a ce jour et faite vers 1830."

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#### A SILVER MOUNTED VIOLIN BOW BY **CHARLES LOUIS BAZIN, MIRECOURT CIRCA 1930**

Stamped J.Lavest weight 60 grams the octagonal stick of a red brown colour, full hair. (1)

£1,000 - 2,000 €1,300 - 2,600 US\$1,600 - 3,200

Offered with the colour illustrated Certificat D'Authenticite no., 14332 to the above effect, signed, sealed and dated in Bruxelles 4 Sept., 2014 written by P.Guillaume, Archetier expert, Bruxelles.

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#### A VIOLIN BOW

Stamped Paul Jombar Paris a cello bow stamped E.A.Ouchard Paris, a Bow stamped L.Bausch. (3)

£500 - 600 €640 - 770 US\$810 - 970







## A FRENCH VIOLIN BOW OF THE PECCATTE SCHOOL

circa 1850 weight 60 grams the round stick of quality of a red brown colour, use and wear restoration, full hair. (1)

£10.000 - 15.000 €13,000 - 19,000 US\$16,000 - 24,000

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## A SILVER MOUNTED VIOLIN BOW BY H.C.LAMY, PARIS, CIRCA

Branded faintly A.Lamy A Paris weight 58 grams the round stick and head "bien elegant" of a red golden brown colour, full hair. (1)

£8,000 - 12,000 €10,000 - 15,000 US\$13,000 - 19,000

Offered with the colour-illustrated Certificat D' Authenticite of Mon. Bernard Millant to the above effect, noting later button, signed and dated Paris 3 February 1998.

## A VIOLIN BOW STICK OF THE TOURTE SCHOOL IN THE **MANNER OF N.L.TOURTE CIRCA 1800**

weight 58 grams with commensurate later accessories in silver and ivory, the round stick of quality, of red brown colour, full hair. (1)

£8,000 - 12,000 €10,000 - 15,000 US\$13,000 - 19,000

Offered with the Certificate of RCB, Raffin, Le Canu and Bigot, Paris, no., 1818 to the above effect, signed and dated 20 May 2013 stating in addition; ... "beau specimen, pour la baguette, beau bois de parnambouc"...

61

## A SILVER MOUNTED VIOLIN BOW BY EUGENE SARTORY, PARIS

Stamped E. Sartory a Paris weight 59 grams the round stick of a brown colour, use wear and possible restoration to back of head and at hand position, as seen. (1)





## **VIOLINS PART I**

#### A MITTENWALD VIOLIN ATTRIBUTED TO JOSEF KLOZ CIRCA 1770

Labelled Nicolaus Amatus... Length of back 353mm (13 7/8in) of an aged brown colour, use wear and restorations, in case. (2)

£4,000 - 6,000 €5,100 - 7,700 US\$6,500 - 9,700

Offered with the opinion of P.G.Schmidt, Amsterdam signed and dated 1 May 1963 to the above effect.

#### A VIOLIN OF THE MILAN SCHOOL

Labelled Carlo Antonio Testore, figlio Maggiore, del Carlo Guiseppe in Contrada larga al fegno dell'Aquilla a Milano, 17..., and inscribed internally on lower back and top block, in pencil; Armando Salviato, 1925, Length of back 358mm (14 1/8in) of a light yellow brown colour, use wear and restorations, with a silver mounted Violin Bow, stamped F.& R. Enders, the octagonal stick of a brown colour, weight 58 grams. (2)

#### A FRENCH VIOLIN OF THE DROUIN **SCHOOL CIRCA 1900**

Length of back 358mm (14 1/8in) of a red brown colour, with bow in case. (3)

£800 - 1,200 €1,000 - 1,500 US\$1,300 - 1,900

65 No Lot

#### A VIOLIN OF THE WITHERS SCHOOL, **CIRCA 1900**

Length of back 359mm (14 1/8in) the lightly craquelled varnish of a brown colour, after Stradivari, with two bows in case. (4)

£1,000 - 1,500 €1.300 - 1.900 US\$1,600 - 2,400

#### A VIOLIN BY WALTER MAYSON, WINDERMERE, 1887

Labelled In Silvis viva Silui Suaviter jam Mortua cano, Walter Mayson, Newby Bridge, Windermere, 1887, Fecit ... A.D. 1887 and signed on label, Length of back 359mm (14 1/8in) of an amber brown colour, use and wear, with a German Violin, LOB 359mm, with three bows, in two cases. (7)

£800 - 1.200 €1,000 - 1,500 US\$1,300 - 1,900

#### A SCOTTISH VIOLIN BY WILLIAM **WALKER, MID CALDER, 1923**

Labelled William Walker, fecit Mid Calder, anno 1923, and signed on label, Length of back 356mm (14in) a pleasing example, of a red golden orange colour, in a W.E. Hill & Sons case. (2)

£1,200 - 1,800 €1,500 - 2,300 US\$1,900 - 2,900

#### A VIOLIN OF THE ENGLISH SCHOOL **CIRCA 1880**

Length of back 364mm (14 5/16in) of a golden amber brown colour, use and wear, in

£1,000 - 1,500 €1,300 - 1,900 US\$1,600 - 2,400

70

#### A VIOLIN OF THE SZEPESSY BELA SCHOOL, CIRCA 1880

Length of back 360mm (14 3/16in) of a red golden colour, use wear and restorations, with two bows in wooden case branded Jerome Thibouville Lamy & Cie, 68 Reaumur, Paris. (4)

£800 - 1,200 €1,000 - 1,500 US\$1,300 - 1,900

#### A FRENCH VIOLIN CIRCA 1900

Labelled Ch. J.B. Colin Mezin. Luthier a Paris. Rue du Faub. Poissonniere, No 29, 1906, CM, Length of back 361mm (14 3/16in) of a red brown colour, use and wear, in case. (2)

£1.000 - 1.500 €1,300 - 1,900 US\$1,600 - 2,400 72**\*** 

#### A FRENCH VIOLIN BY LABERTE-MAGNIE, **CIRCA 1900**

Length of back 358mm (14 1/8in) of an orange brown colour, light use and wear, good condition, in case. (2)

£800 - 1,200 €1.000 - 1.500 US\$1,300 - 1,900

#### A FRENCH VIOLIN ATTRIBUTED TO JEAN GOSSELIN, PARIS,

Labelled fait par Gosselin amateur, Paris. Annee, 1829 Length of back 360mm (14 3/16in) of a red amber brown colour, use and wear, in case. (2)

£1,500 - 2,000 €1,900 - 2,600 US\$2,400 - 3,200

#### A VIOLIN BY F.W. COLLINGWOOD, **LONDON 1920**

Labelled Tis'Atasher, F.W. Collingwood, Londiniensis, fecit 19th November 1920 Length of back 354mm (13 15/16in) of a red brown colour, use and wear, with an octagonal silver and ivory mounted Violin BOw stamped Alfons Reidl \*\* Germany, in case. (3)

£600 - 700 €770 - 890 US\$970 - 1,100 75**\*** 

#### A MIRECOURT VIOLIN BY LABERTE **MAGNIE CIRCA 1900**

Labelled Stradivari... Length of back 358mm (14 1/8in) of a red brown colour, use and wear, in case. (2)

£800 - 1,200 €1.000 - 1.500 US\$1,300 - 1,900

76\*

### A FRENCH VIOLIN OF THE CAUSSIN **SCHOOL CIRCA 1860**

Labelled Bergonzi... Length of back 357mm (14 1/16in) of an orange golden brown colour, use wear and restoration, with bow, in case. (3)

£1,000 - 1,500 €1,300 - 1,900 US\$1,600 - 2,400

 $77^{\Omega}$ 

## A MIRECOURT DEBLAYE VIOLIN 1929

Labelled Lutherie Artistique Albert Deblaye Luthier, no., 5156 en 1929 Length of back 357mm (14 1/16in) of a golden orange brown colour, light use and wear, in case. (2)

£800 - 1,200 €1,000 - 1,500 US\$1,300 - 1,900

78

#### A VIOLIN ATTRIBUTED TO MATTHEW HARDIE, EDINBURGH CIRCA1810

Length of back 359mm (14 1/8in) after Stradivari, of a light golden brown colour, original neck extended, to be reglued, in case. (2)

£1,000 - 1,500 €1,300 - 1,900 US\$1,600 - 2,400 79**\*** 

#### A MIRECOURT VIOLIN BY JTL., CIRCA 1900

Labelled Copie J.B. Vuillaume a Paris Length of back 359mm (14 1/8in) of an orange brown colour, use and wear in case. (2)

£800 - 1,200 €1.000 - 1.500 US\$1,300 - 1,900

80

#### A FRENCH VIOLIN BY JOSEPH LAURENT MAST, TOULOUSE

Branded internally Mast Fils a Toulouse 1821 with additional later inscription Length of back 365mm (14 3/8in) handsome wood and fine bold work, of a golden orange brown colour, use and wear, with a bow. (3)

£1,500 - 2,500 €1,900 - 3,200 US\$2,400 - 4,100

81

#### AN ENGLISH VIOLIN ASCRIBED TO **DUKE, CIRCA 1800**

Branded Duke Length of back 355mm (14in) of a light golden brown colour, use, wear and restoration, in case. (2)

£800 - 900 €1,000 - 1,200 US\$1,300 - 1,500

#### A VIOLIN OF THE BAVARIAN SCHOOL **CIRCA 1900**

Length of back 353mm (13 7/8in) of an amber brown colour, use wear and restorations. (1)

£1,000 - 1,500 €1,300 - 1,900 US\$1,600 - 2,400

#### A FRENCH VIOLIN BY FRANCOIS **BARZONI CIRCA 1900**

Labelled Francois Barzoni, 1891 and branded FB on button and lower rib Length of back 360mm (14 3/16in) of an amber brown colour, with bow in case. (3)

£800 - 1,200 €1,000 - 1,500 US\$1,300 - 1,900

84

#### A VIOLIN, GERMAN, CIRCA 1950

Length of back 356mm (14in) of a golden orange brown colour, use and wear. (1)

£1,000 - 1,500 €1,300 - 1,900 US\$1,600 - 2,400

85 No lot





## A VIOLIN BY AURELI AURELIO, ROME 1923

Labelled Aureli Aurelio, Romano, Fece anno 1923, N.45 Length of back 357mm (14 1/16in) the lightly craquelled aged varnish of a golden red brown colour, use and wear, in playing condition, in lined and fitted double case by Deroux, Paris. (2)

£8,000 - 10,000 €10,000 - 13,000 US\$13,000 - 16,000

## A FRENCH VIOLIN CIRCA 1890

Labelled Bennettini, Via S Giovanni alla Conca, 45, Milano, Length of back 360mm (14 3/16in) of a red orange brown colour, with two bows in case. (4)

£1,000 - 2,000 €1,300 - 2,600 US\$1,600 - 3,200



# A VIOLIN ATTRIBUTED TO GIUSEPPE BARGELLI FLORENCE

Labelled Giuseppe Bargelli fece in Firenze 1921 Length of back 358mm (14 1/8in) handsome work, of a light golden amber colour, minor use and wear, in case. (1)

£4,000 - 6,000 €5,100 - 7,700 US\$6,500 - 9,700

## A FRENCH VIOLIN BY CH.J.B. COLLIN MEZIN, 1911

Labelled Ch.J.B. Collin-Mezin, Lutier, Grand Prix Exposition Universelle 1900, Paris Length of back 360mm (14 3/16in) of an amber brown colour, after del Gesu, with two bows in case. (4)

£2,000 - 3,000 €2,600 - 3,800 US\$3,200 - 4,900





## A VIOLIN ATTRIBUTED TO ENRICO POLITI, ROME, 1925

Labelled Enrico Politi fece Roma anno 1925, with dedication inscription above label ... Length of back 358mm (14 1/8in) of an orange brown colour, use and wear. (1)

£6,000 - 8,000 €7,700 - 10,000 US\$9,700 - 13,000

Offered with the colour-illustrated Certificate No., 16011 of Pierre Testa, Rue de Rome, Paris, signed and dated 6 April 2011, stating the above ... "est authentique, de l'ecole italienne au debut du XXe siecle original dans toutes ses parties, portant l'etiquette dedicatee par l'auteur...Bel exemplaire en parfait etat de conservation, fait specialment pour le prof. Marcello Gambini di Padova."



## A VIOLIN BY GEORGE GEMUNDER, ASTORIA, 1882

Labelled George Gemunder fecit, Astoria L.I., Anno 1882, IHS, GG Length of back 363mm (14 5/16in) the lightly craquelled varnish of a red colour on the golden brown ground, use and wear, in lined and fitted case. (2)





#### AN ITALIAN VIOLIN BY SILVO VEZIO PAOLETTI, FLORENCE, **CIRCA 1930**

Branded S.V.P on button and same internally Length of back 359mm (14 1/8in) the lightly craquelled varnish of a red colour, use wear and restoration, in case. (2)

£6,000 - 8,000 €7,700 - 10,000 US\$9,700 - 13,000

See R. Vannes, Dictionnaire Universel des Luthiers Bruxelles, 1988 p267 and XLVIII...."Belle Lutherie artistiquement achevee dans toutes ses parties, style classique....."



## A VIOLIN ASCRIBED TO WALTER PLAIN, GLASGOW 1873

Labelled Made by Walter Plain, Brunswick Street, Glasgow 1873 Length of back 356mm (14in) of a brown colour, with two bows, in case. (4)

£1,500 - 2,000 €1,900 - 2,600 US\$2,400 - 3,200





## A VIOLIN BY F.W. CHANOT, LONDON, 1905

Labelled F.W. Chanot, London, fecit A.D. 1905, C FW, A., Nicola Amati, Length of back 356mm (14in) of a red golden orange brown colour, minor use and wear, in case. (2)

£3,000 - 4,000 €3,800 - 5,100 US\$4,900 - 6,500  $95^{\Omega}$ 

## A FRENCH VIOLIN BY AMEDEE DIEUDONNE, MIRECOURT, 1935

Branded and labelled by the maker; Fait a Mirecourt par le Maitre-Luthier Amedee Dieudonne en 1935 Length of back 355mm (14in) of an orange brown colour, light use and restoration, in case. (2)

£1,500 - 2,000 €1,900 - 2,600 US\$2,400 - 3,200





## A FRENCH VIOLIN BY HONORE DERAZEY, MIRECOURT 1854

Branded and dated by the maker internally also labelled; Honore Derazey Pere A Mirecourt HD Length of back 356mm (14in) handsome work after Stradivari, of a red golden brown colour, in case. (2)

£10,000 - 15,000 €13,000 - 19,000 US\$16,000 - 24,000 97\*

# A MIRECOURT VIOLIN ATTRIBUTED TO EMILE MENNESSON

Labelled E.M.Paris 3 ste.Cecile de Champagne no.,919 anno 1878 Length of back  $355 \mathrm{mm}$  (14in) of a golden orange brown colour, well preserved, in case. (2)



## A VIOLIN BY PIETRO BORGHI, CORTIGNOLA 1915

Labelled Borghi Pietro allievio di Nicola Utili fece in Cotignola 1915 Length of back 363mm (14 5/16in) of a red brown colour, use and wear, after Del Gesu, in case. (2)

£15,000 - 20,000 €19,000 - 26,000 US\$24,000 - 32,000

Offered with the colour-illustrated Certificato of Eric Blot no., 952-63/ RM signed, sealed and dated in Cremona, 19 December 2006 to the above effect.

The above Violin is illustrated on page 164 in "Liuteria Italiana da scoprire" by Artemio Versari, edizioni Novecento.



## A FRENCH VIOLIN BY PIERRE CLAUDOT, DIJON 1966

Labelled by the maker with dedication; A Madamoiselle Raphaele Des Graviers En hommage a Son Talent Length of back 357mm (14 1/16in) of an orange brown colour, use and wear, in playing condition. (1)

£3,500 - 4,000 €4,500 - 5,100 US\$5,700 - 6,500

Offered with the Certificat D'Authenticity of JJRampal Paris to the above effect, signed and dated Paris 18th March 2014.



## $100^{\Omega}$

## A VIOLIN BY ALFREDUS CONTINO, NAPLES, 1928

Labelled Alfredus Contino, Premiato a Concorso di Liuteria in Roma, unico allievo di V. Postiglione, fecit Napoli anno 1928, and signed on label, with additional label on top block; Alfredus Contino Luitajo Napoli, and branded; Contino Napoli, on button Length of back 360mm (14 3/16in) of an orange brown colour, use and wear, in case.

£10,000 - 15,000 €13,000 - 19,000 US\$16,000 - 24,000



#### 101

## AN ITALIAN VIOLIN BY SILVIO BARBIERI, MANTUA 2008

Labelled Barbieri Silvio figlio e allievo di Bruno, Mantova 2008, Copie di Scarampella S Length of back 355mm (14in) of an orange brown colour, in playing condition (1)

£4,000 - 5,000 €5,100 - 6,400 US\$6,500 - 8,100

Offered with the colour illustrated maker's certificate relating to the above effect signed and dated 7 May 2009.





## AN ITALIAN VIOLIN BY GIORGIO CORSINI, ROME 1979

Branded Giorgio Corsini Roma twice internally also labelled with signature Length of back 355mm (14in) handsome wood and work of an orange brown colour, little use or wear in case. (2)

£6,000 - 8,000 €7,700 - 10,000 US\$9,700 - 13,000

See J.Dilworth, London 2012 Ed., J.Milnes...." Very highly regarded maker and restorer."



## A VIOLIN ATTRIBUTED TO LOCKEY HILL, LONDON, CIRCA 1780

Labelled Ferdinandus Gagliano Filius Nicolai fecit Neap 1779, Length of back 354mm (13 15/16in) of a golden amber brown colour, use wear and restorations, in case. (2)

£3,000 - 4,000 €3,800 - 5,100 US\$4,900 - 6,500

Offered with an Attest from Fritz Baumgartner, signed and dated 1st May 1972, No. 1006





## A VIOLIN BY LUIZ B. BELLINI, NEW YORK, 1961

Labelled Luiz B. Bellini, Alunno F.S. Sacconi, Fece New York, 1961, P-897, Length of back 353mm (13 7/8in) of an orange brown colour, in case. (2)

£8,000 - 12,000 €10,000 - 15,000 US\$13,000 - 19,000

An example of the above maker's work is on view at the Smithsonian Museum in Washington as an example of a Great American Maker, Ruggieri Ricci frequently used another example of this maker's work for concert performances and the above maker is recorded in the US Encyclopedia of String Instrument Makers.

The above maker has a chapter in From Violinmaking to Music; The Life and Works of S.F.Sacconi, A.C.L.A.P.-Cremona where he discusses his arrival at the Wurlitzer workshop in NYC and the making of the above violin early in his career.

Offered with maker's certificate relating to the above signed and dated January 24, 2004.



## A FINE FRENCH VIOLIN BY PAUL JOMBAR, PARIS, 1904

Labelled by the maker; Paul Jombar Luthier A Paris No., 84, 1904 and branded internally Length of back 360mm (14 3/16in) the lightly craquelled varnish of a red colour, handsome work after Stradivari of the Belle Epoque, made three years after this maker was created Chevalier de la Legion d'Honneur, in case. (2)

£5.000 - 6.000 €6,400 - 7,700 US\$8,100 - 9,700





# A FRENCH VIOLIN BY HONORE DERAZEY, MIRECOURT CIRCA

Branded internally H.Derazey Length of back 358mm (14 1/8in) handsome work of a red brown colour, use, wear and restoration, with a bow in case. (3)

£5,000 - 6,000 €6,400 - 7,700 US\$8,100 - 9,700 107

## A VIOLIN ASCRIBED TO CONTINO

Labelled Alfredo Contino allievo di V.Postiglione, Napoli 1932 Length of back 358mm (14 1/8in) wood and work of quality, of a golden yellow brown colour, light use and wear. (1)





## A VIOLIN BY RICCARDO ANTONIAZZI, MILAN 1892

Labelled by the maker; Riccardo Antoniazzi Cremonese fece in Milano l'anno 1892 AR Length of back 356mm (14in) of a light golden amber brown colour, use wear and restoration, in case. (2)

£8,000 - 12,000 €10,000 - 15,000 US\$13,000 - 19,000

Offered with the red and black certificate of John and Arthur Beare, 179 Wardour Street, London W to the above effect noting in addition..."A very nice example of the maker's work, in exceedingly good preservation."

109

## A VIOLIN BY MATHIAS THIER, VIENNA CIRCA 1800

Labelled by the maker Mathias Thier in Wien Anno 1800, also several additional repair labels Length of back 360mm (14 3/16in) of an aged red brown colour, wear and restoration commensurate with much professional use over time, in case (2)



#### A VIOLIN ATTRIBUTED TO RODOLFO FREDI, ROME

Labelled Rodolfo Fredi Fece in Roma A.D.1933 with signature on label Length of back 356mm (14in) the lightly craquelled varnish of a brown colour, use and wear with a repaired silver mounted Violin Bow of the German School, in case. (3)

£10,000 - 15,000 €13.000 - 19.000 US\$16,000 - 24,000

#### A VIOLIN, AFTER VENICE, CIRCA 1900

Length of back 355mm (14in) of an aged craquelled red colour, use wear and restoration, with a violin bow faintly stamped Lupot, another bow, all in case. (4)

£2,000 - 3,000 €2,600 - 3,800 US\$3,200 - 4,900

112

#### A GERMAN VIOLIN BY CARL FREIHERR VON FRANK, COLOGNE, 1936

Labelled Carl Freiherr v. Frank Köln am Rhein 1936 Length of back 359mm (14 1/8in) handsome wood and work after JBV, of a golden red brown colour, minor use and wear only, with a silver mounted Violin Bow by E.Herrmann, weight 60 grams, full hair. (2)

£3,000 - 4,000 €3,800 - 5,100 US\$4,900 - 6,500

#### A VIOLIN OF THE BERLIN SCHOOL ATTRIBUTED TO OTTO **MOCKEL CIRCA 1900**

Length of back 361mm (14 3/16in) the lightly craquelled varnish of an aged brown colour, light use and wear, in case, with five bows, various ages styles and names. (7)

£2,000 - 2,500 €2,600 - 3,200 US\$3,200 - 4,100

#### A FRENCH VIOLIN OF THE MOUGENOT SCHOOL CIRCA 1900

Length of back 358mm (14 1/8in) handsome wood of a golden yellow brown colour, minor use and wear, in case. (2)

£1.000 - 2.000 €1,300 - 2,600 US\$1,600 - 3,200

#### AN ENGLISH VIOLIN ATTRIBUTED TO HENRY LOCKEY HILL, **LONDON CIRCA 1820**

Length of back 353mm (13 7/8in) handsome Amatise work, of an orange brown colour, use and wear. (1)

£3,000 - 4,000 €3,800 - 5,100 US\$4,900 - 6,500

#### A VIOLIN OF THE ITALIAN SCHOOL ATTRIBUTED TO LORENZO MARCONI, CREMONA, 1949

Labelled Marconi, Lorenzo, Cremona 1949, and signed on label Length of back 357mm (14 1/16in) of a golden orange colour, use and wear, in case. (2)

£2,000 - 3,000 €2,600 - 3,800 US\$3,200 - 4,900

117

#### A VIOLIN ATTRIBUTED TO AUGUST GEMUNDER & SONS NEW **YORK, 1893**

Labelled Gemunder Art Violin Makers,...13 East 16th., St., New York 1893 Length of back 355mm (14in) of an orange red brown colour, use, wear and restoration. (1)

£2,000 - 3,000 €2,600 - 3,800 US\$3,200 - 4,900

## AN ITALIAN VIOLIN BY CONCETTO PUGLISI, CATANIA 1923

Labelled by the maker Length of back 357mm (14 1/16in) of a red colour, minor use and wear, note interesting bass bar, in case. (2)

£1,000 - 2,000 €1,300 - 2,600 US\$1,600 - 3,200

#### A VIOLIN ASCRIBED TO CAVALLINI CIRCA 1900

Length of back 359mm (14 1/8in) of a brown colour, use wear and restorations. (1)

£2,500 - 3,500 €3,200 - 4,500 US\$4.100 - 5.700

Offered with photographs showing violin interior with Cavalini pencil

120

## A VIOLIN OF THE KLOTZ SCHOOL CIRCA 1830

Labelled Stainer... Length of back 352mm (13 7/8in) of an amber brown colour, use wear and restorations, with a silver mounted Violin Bow, stamped Otto Durrschmidt, weight 61 grams, in case. (3)

£1,000 - 2,000 €1,300 - 2,600 US\$1,600 - 3,200

#### A VIOLIN OF THE ENGLISH SCHOOL CIRCA 1900

Labelled Jaques Bouquay, Rue D'Argenteuil A Paris 17... Length of back 359mm (14 1/8in) of a golden amber brown colour, use wear and restorations, with two bows, in case. (4)

£2,000 - 3,000 €2,600 - 3,800 US\$3,200 - 4,900

 $122^{\Omega}$ 

#### A FINE GERMAN VIOLIN CIRCA 1960

Branded internally Length of back 359mm (14 1/8in) wood and work of quality of a golden orange brown colour, in case. (2)

£1,500 - 2,000 €1,900 - 2,600 US\$2,400 - 3,200

## A FRENCH VIOLIN BY JAMIS & MEYER, MIRECOURT 1929

Branded by the makers internally G.Jamis & G.Meyer Mirecourt annee 1929 no., 33 Length of back 353mm (13 7/8in) fine work after Del Gesu of an orange brown colour with original bridge, little use or wear, with a nickel mounted Violin Bow stamped Carl Loebe Plauen, in case. (3)

£2,000 - 3,000 €2.600 - 3.800 US\$3,200 - 4,900 124

#### A FRENCH VIOLIN ATTRIBUTED TO A.D. DIEUDONNE, MIRECOURT, 1948

Labelled Fait a Mirecourt No. 4098 par le Maitre-Luthier Amedee Dieudonne en 1948, and signed internally on back plate, Length of back 356mm (14in) of a golden orange brown colour, with a Violin Bow stamped A.Hoyer, in case. (3)

£1,500 - 2,000 €1.900 - 2.600 US\$2,400 - 3,200

 $125^{\Omega}$ 

#### A GERMAN VIOLIN ATTRIBUTED TO F.J.KOCH, DRESDEN 1919

Labelled Professor F.J.Koch, Dresden 1919 no., 109 Length of back 355mm (14in) after Del Gesu, the soft lightly craquelled varnish of an aged red brown colour, in case. (2)

£2,000 - 3,000 €2.600 - 3.800 US\$3,200 - 4,900

126

#### A VIOLIN OF THE TYROL SCHOOL CIRCA 1830

Labelled Mathias Albanus... Length of back 360mm (14 3/16in) of an aged red brown colour, use wear and restoration, with four various Violin Bows. (5)

£3.000 - 4.000 €3,800 - 5,100 US\$4,900 - 6,500

127

#### A VIOLIN ASCRIBED TO DELANNOY

Labelled Copie de Magini par Delannoy a Lille an 1833 no., 80 Length of back 365mm (14 3/8in) fine wood and work after Maggini, the lightly craquelled dry varnish of a red colour, use, wear and restoration with a silver mounted Violin Bow in case. (3)

£2,000 - 3,000 €2.600 - 3.800 US\$3,200 - 4,900

128

#### A VIOLIN ATTRIBUTED TO GEORGE WULME HUDSON LONDON **CIRCA 1930**

Labelled Carlo Antonio Testore... Milano 1741 Length of back 357mm (14 1/16in) handsome wood of narrow mottled curl of a light brown colour, use, wear and restoration with an octagonal nickel mounted Violin Bow (seized) stamped Albert Nurnberger, another bow, all in case. (4)

£2,500 - 3,500 €3,200 - 4,500 US\$4,100 - 5,700





## A VIOLIN ATTRIBUTED TO GIOVANNI GAIDA, IVREA 1899

signed internally G, 12, 99 Gaida, with original label and signed F.W.Chanot, London fecit A.D. 1904; A; Length of back 357mm (14 1/16in) handsome wood and work after Stradivari, of a red brown colour, in playing condition, light use and wear. (1)

£12,000 - 15,000 €15,000 - 19,000 US\$19,000 - 24,000

See BVMA, The British Violin 2000; F.W.Chanot pages 102-103; "(Gaida) first arrived in London in 1895 returning to Italy for the birth of his son in 1902 but resettled in London in 1904...His work can be of extremely fine quality..."

## A VIOLIN OF THE ALBANI SCHOOL, CIRCA 1780

Labelled Cappa in Saluzzio ... Length of back 357mm (14 1/16in) of a plumb colour on a golden brown ground, use wear and restorations.

£2,000 - 3,000 €2,600 - 3,800 US\$3,200 - 4,900





## A VIOLIN OF THE JOHN BETTS SCHOOL LONDON CIRCA 1800

Length of back 354mm (13 15/16in) handsome slab cut wood on the back of mottled curl, of a clear golden amber colour, use wear and restoration, with three various Violin Bows in case by W.E.Hill & Sons. (5)

£3,000 - 4,000 €3,800 - 5,100 US\$4,900 - 6,500

Offered with a copy of the January 1972 Phillips Musical Instruments Auction catalogue, no., 18901, see lot 117.

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#### A FRENCH VIOLIN, T.A.BARBE SCHOOL AFTER DEL GESU, **CIRCA 1880**

Labelled Barbe d'Avallon Length of back 357mm (14 1/16in) varnish of a golden orange colour, in the manner of JBV, bold scroll of medium curl, use and wear, in case. (2)





## A VIOLIN BY G.A. CHANOT, MANCHESTER, 1887

Labelled Made by G.A. Chanot, Violin, Viola, Violincello & Bow Maker & Restorer, Manchester, A.D. 1887, Model of Alard Amati, and signed G.A. Chanot on bottom ribs, Length of back 351mm (13 13/16in) The handsome slabwood of some mottled curl, of a golden orange brown colour, with a silver mounted Violin Bow stamped R. Weichold Dresden, the octagonal stick of a red brown colour, with another Bow stamped Berg in case. (4)

£10,000 - 15,000 €13,000 - 19,000 US\$16,000 - 24,000 134

## A VIOLIN ATTRIBUTED TO KARL NIEDT, WURZBURG 1904

Labelled Grancino...Milano...Repariert von Karl Niedt Wurzburg 1904 Length of back 360mm (14 3/16in) of a light golden brown colour, use, wear and restorations. (1)

£6,000 - 8,000 €7,700 - 10,000 US\$9,700 - 13,000





### A VIOLIN ATTRIBUTED TO THERESIA TOTH, BUDAPEST, 1928

Labelled Theresia Toth Johannis Toth filiaque discipula fecit ad propriam formam Budapestini Anno 1920 Op.23 Length of back 355mm (14in) fine meticulous work, wood of quality, of a light golden brown colour, light use and wear. (1)

£12,000 - 18,000 €15,000 - 23,000 US\$19,000 - 29,000 136

# A FRENCH VIOLIN BY CHARLES J.B.COLLIN-MEZIN, PARIS

Labelled and signed internally by the maker Length of back 358mm (14 1/8in) handsome bold work of an orange brown colour, use and wear, with a bow in case. (3)

£3,500 - 4,500 €4,500 - 5,700 US\$5,700 - 7,300





137

# AN INTERESTING VIOLIN OF THE MILAN SCHOOL CIRCA 1760

Labelled Carolus Ferdinandus Landolphus fecit Mediolani in Via S.Margaritae anno 1753 Length of back 351mm (13 13/16in) bold and vigorous lutherie, some residual red varnish of quality, much use and wear with various repairs, in case. (2)

£35,000 - 45,000 €45,000 - 57,000 US\$57,000 - 73,000





# AN INTERESTING VIOLIN OF THE ENGLISH SCHOOL CIRCA

Length of back 354mm (13 15/16in) grand Amatise, of a golden brown colour, much use and wear, to be cleaned, in case. (2)

£4,000 - 6,000 €5,100 - 7,700 US\$6,500 - 9,700

Offered with A.Arnold and O.W.Lane documents dated 1954 and 1957 stating the above is the work of Jacob Ford of London, along with an illustrated extract from the Strad Magazine describing the work of Jacob Ford.

139

### A VIOLIN BY GEORGE HUDSON, SKEGNESS CIRCA 1890

Branded G. Hudson on upper back, and internally 1887?, Repaired by R. Claridge Oxford, 1992, and Rep by F.W.CN, 1947, Length of back 359mm (14 1/8in) of a red brown colour, use wear and restoration, with two bows in case. (4)





# AN ENGLISH VIOLIN BY WILLIAM "ROYAL" FORSTER LONDON CIRCA 1800

Labelled with all related details by the maker Length of back 352mm (13 7/8in) the lightly craquelled varnish of a red colour, use wear and restoration, in wooden case. (2)

£5,000 - 6,000 €6,400 - 7,700 US\$8,100 - 9,700

# A GERMAN VIOLIN BY ERNST HEINRICH ROTH, MARKNEUKIRCHEN, 1928

Branded ,numbered C 1082, dated 1928 and labelled by the maker Length of back 357mm (14 1/16in) handsome wood and work of a red colour, with two Violin Bows one stamped Lupot in case. (4)





# AN INTERESTING VIOLIN ATTRIBUTED TO MARCELLO MARTINENGHI CIRCA 1947

Branded internally Martinenghi also labelled ; Marcello Giovanni Baptista Martinenghi di Stelio opus Bassano G.gbre 1947 M.Martinenghi Length of back 355mm (14in) of a red brown colour, use and wear. (1)

£8,000 - 9,000 €10,000 - 11,000 US\$13,000 - 15,000 143

### A VIOLIN BY CHARLES THOUVENEL, LUNEVILLE CIRCA 1810

Branded internally; Thouvenel a Paris with inscription... Length of back 359mm (14 1/8in) of a red golden brown colour, after Stradivari, use wear and restoration, with a bow in case. (3)

£2,500 - 3,500 €3,200 - 4,500 US\$4,100 - 5,700





144 A VIOLIN BY MARIO BEDOCCHI, REGGIO EMILIA 1925

Inscribed dated and labelled internally; Mario Bedocchi Fece Anno 1925 in Reggio-E. Length of back 358mm (14 1/8in) of a red brown colour, use and wear, in playing condition. (1)

£10,000 - 15,000 €13,000 - 19,000 US\$16,000 - 24,000

# A VIOLIN OF THE BETTS SCHOOL, LONDON CIRCA 1800

Length of back 350mm (13 3/4in) some birds eye maple, the lightly craquelled varnish of a golden brown colour, use and wear, in case. (2)

£3,000 - 4,000 €3,800 - 5,100 US\$4,900 - 6,500





### AN ITALIAN VIOLIN ATTRIBUTED TO PIERO PARRAVICINI, **BOVISIO MILANO**

Labelled Piero Parravicini Fece in Bovisio l'anno 1953, (Milano) with signature Length of back 355mm (14in) fine work and handsome one piece back, of an orange brown colour, use and wear, in case. (4)

£6,000 - 8,000 €7,700 - 10,000 US\$9,700 - 13,000

### AN ENGLISH VIOLIN BY WILLIAM 'ROYAL' FORSTER, LONDON, **CIRCA 1790**

Labelled William Forster, Violin, Violoncello, Tenor & Bow Maker to their Royal Highnesses the Prince of Wales & Duke of Cumberland, London also inscribed on lower rib; William Forster London no., 25 Length of back 358mm (14 1/8in) the lightly craquelled varnish of an aged red brown colour, use wear and restorations, in case. (3)

£3,000 - 4,000 €3,800 - 5,100 US\$4,900 - 6,500

The fingerboard is numbered 5957.





# AN INTERESTING VIOLIN OF THE ITALIAN SCHOOL CIRCA 1760

Labelled Santus Seraphin... Length of back 357mm (14 1/16in) of a golden red brown colour, use wear and restoration, in case. (2)

£5,000 - 6,000 €6,400 - 7,700 US\$8,100 - 9,700

149

### A VIOLIN OF THE ITALIAN SCHOOL CIRCA 1820

Labelled Emanuelle Godoi, Roma 1818, Length of back 352mm (13 7/8in) of a golden orange brown colour, use and wear, with two bows, in case. (4)





### A VIOLIN BY WILLIAM LUFF, LONDON 1969

Labelled by the maker; William H. Luff Maker, London 1969 Length of back 352mm (13 7/8in) skilful work after Del Gesu, of a light orange brown colour, original bridge, little use and wear, in case. (3)

£5,000 - 6,000 €6,400 - 7,700 US\$8,100 - 9,700

Offered with The Eternal Influence of Antonio Stradivari, Ealing Strings, London 1987, number 207 of a limited commemorative edition of 250 copies. (1737-1987), with many illustrations, gilt edged, boxed.

151

### A VIOLIN OF THE ALBANI SCHOOL CIRCA 1770

Inscribed internally; Jacobus Stainer in Absam ... 1658 Length of back 357mm (14 1/16in) of a red amber brown colour, use wear and restorations, with bow in case. (3)





### AN ITALIAN VIOLIN ATTRIBUTED TO NICOLAS AMATI, **CREMONA, CIRCA 1680**

Labelled Nicolaus Amatus Cremonen. Hieronymi Fil., ac Antonij Nepos fecit 1679 Length of back 354mm (13 15/16in) the handsome one piece back of a red orange golden brown colour, use wear and restorations, later table, the fingerboard is numbered 1245, in case. (2)

£30,000 - 40,000 €38,000 - 51,000 US\$49,000 - 65,000

Offered with the Certificate of Ealing Strings, London, signed 24th November 1972, stating '... the Violin ... was made, in our opinion, by Nicolo Amati of Cremona, dated 1679, with the exception of the table which is later Italian work, circa 1770 and is numbered 1245 on our books."







### A VIOLIN BY GIOVANNI FRANCESCO PRESSENDA, TURIN **CIRCA 1828**

Labelled *Johannes Franciscus Pressenda q. Raphael fecit Taurini anno Domini 1828* Length of back *355mm (14in)* the bold and handsome one piece back of medium curl with a characteristic lightly craquelled red varnish, the later front, ribs and scroll by Annibale Fagnola, Turin circa 1920, use wear and restoration, in case. (2)

£60,000 - 80,000 €77,000 - 100,000 US\$97,000 - 130,000

Offered with the colour illustrated Certificato no., 179-76/GL of Eric Blot, Cremona, signed, sealed and dated to the above effect on 18 December 2006.



# AN ITALIAN VIOLIN ATTRIBUTED TO **G.B.GUADAGNINI AND FAMILY, TURIN, CIRCA 1786**

154

### AN ITALIAN VIOLIN ATTRIBUTED TO G.B.GUADAGNINI AND **FAMILY, TURIN, CIRCA 1786**

Labelled Jo.Bapt.Guadagnini Cremonensis alumnus Antonii Stradivari fecit Taurini 1786 Length of back 354mm (13 15/16in) a bold flat model, of a golden orange brown colour, use, wear and restoration, in case. (2)

£135,000 - 165,000 €170,000 - 210,000 US\$220,000 - 270,000

Offered with the colour-illustrated Certificate of Authenticity no., DG 10220 of Dmitry Gindin, signed and dated 15 July 2010, noting later scroll, to the above effect.

A valuation letter from Eric Blot signed and dated 20 February 2014 expressing a similar opinion.





### **VIOLIN BOWS PART II**

155

### A SILVER MOUNTED VIOLIN BOW BY **E.SARTORY PARIS CIRCA 1920**

Stamped E.Sartory A Paris weight 62 grams the handsome round stick of an orange brown colour, full hair, minor use and wear. (1)

£8,000 - 12,000 €10,000 - 15,000 US\$13,000 - 19,000

Offered with the Certificate of Ealing Strings, London, signed, sealed and dated 22/9/2008 to the above effect, noting in addition..."circa 1930, arguably the maker's best period numbered 2176 on our books."

156

# A SILVER MOUNTED VIOLIN BOW BY LOUIS JOSEPH MORIZOT PERE CIRCA

weight 60 grams the round stick of an orange brown colour, full hair. (1)

£2.000 - 3.000 €2,600 - 3,800 US\$3,200 - 4,900

Offered with the colour illustrated Certificat D'Authenticite no.,15186 of JF Raffin Paris, signed and dated 22 January 2008 to the above effect, noting in addition..."Beau specimen de ce grand Maitre français, en bon etat a ce jour et fait vers 1935."

157

### A SILVER MOUNTED VIOLIN BOW ATTRIBUTED TO FRANCOIS LOTTE

Stamped P. Beuscher, Paris weight 62 grams the round stick of a light orange brown colour, full hair, with a silver mounted Violin Bow attributed to J. Stuber, The Hague, weight 63 grams, full hair. (2)

£2,500 - 3,000 €3,200 - 3,800 US\$4,100 - 4,900 158

### A FINE FRENCH VIOLIN BOW STICK BY **N.MAIRE CIRCA 1830**

weight 62 grams the frog and button later, the octagonal stick of a red brown colour, use and wear, full hair. (1)

£5,000 - 7,000 €6,400 - 8,900 US\$8,100 - 11,000

Offered with the Certificat D' Authenticite, no., 10706 of JF Raffin, Paris, signed and dated 2 June 2005 to the above effect stating in addition;..."Baguette, en tres beau bois d'amourette brun rouge, proche du pernambouc...beau specimen pour la baguette de ce grand Maitre francais"...

159<sup>Y</sup>

### A SILVER MOUNTED VIOLIN BOW BY W.E.HILL & SONS, LONDON

Stamped W.E.Hill & Sons weight 61 grams the tortoiseshell frog with silver fleur de lys inset, the octagonal stick numbered 354 with silver face, of a light red brown colour, full hair.

£2,000 - 3,000 €2,600 - 3,800 US\$3,200 - 4,900

### A SILVER MOUNTED VIOLIN BOW PROBABLY BY JOSEPH HENRY, PARIS

Stamped Henry A Paris weight 57 grams the round stick of a brown colour, old lapping, blemishes, neglect, use and wear, full hair. (1)

£5,000 - 6,000 €6,400 - 7,700 US\$8,100 - 9,700

### A NICKEL MOUNTED VIOLIN BOW BY C.THOMASSIN PARIS,

Stamped C. Thomassin A Paris weight 59 grams the round stick of quality of an orange brown colour, full hair. (1)

£3,000 - 4,000 €3,800 - 5,100 US\$4,900 - 6,500

#### A VIOLIN BOW

Stamped Dodd on stick and frog weight 63 grams the round stick of a red brown colour, some hair, use and wear. (1)

£600 - 800 €770 - 1,000 US\$970 - 1,300

163

### A FINE AND RARE ENGRAVED GOLD MOUNTED PRESENTATION VIOLIN BOW BY JAMES TUBBS, LONDON 1895

Stamped Jas Tubbs weight 61 grams the elegant round stick of quality of a deep red brown colour, the ebony frog plain, the golden accessories sinuously engraved with foliate decoration, the ferrule and plate inscribed; L.C.M awarded to Elsa Hammond; Tubbs Prize 1895. (1)

£8,000 - 12,000 €10,000 - 15,000 US\$13,000 - 19,000

164

### AN INTERESTING VIOLIN BOW ATTRIBUTED TO SIMON

weight 60 grams the round stick of quality of a red brown colour, full hair. (1)

£5,000 - 7,000 €6,400 - 8,900 US\$8,100 - 11,000

164A

### A SILVER MOUNTED VIOLIN BOW BY **A.VIGNERON PARIS**

Stamped A. Vigneron A Paris weight 58 grams the round stick of an orange brown colour, use wear and restoration. (1)

£3,000 - 4,000 €3,800 - 5,100 US\$4,900 - 6,500

### A SILVER MOUNTED VIOLIN BOW BY C.THOMASSIN, PARIS

Stamped C. Thomassin A Paris weight 56 grams the round stick of an orange brown colour, full hair, minor use and wear. (1)

£2.500 - 3.500 €3,200 - 4,500 US\$4,100 - 5,700 166

### A SILVER MOUNTED VIOLIN BOW BY **F.N.VOIRIN PARIS**

Stamped F.N. Voirin A Paris weight 62 grams the round stick of an orange brown colour, use wear and neglect, full hair. (1)

£5,000 - 7,000 €6,400 - 8,900 US\$8,100 - 11,000

167<sup>Y</sup>

### A SILVER MOUNTED VIOLIN BOW BY W.E.HILL & SONS, LONDON CIRCA 1930

Stamped W.E.Hill & Sons weight 61 grams the tortoiseshell frog with silver accessories, the octagonal stick of a red brown colour, some hair. (1)

£2,000 - 3,000 €2,600 - 3,800 US\$3,200 - 4,900

### A SILVER MOUNTED VIOLIN BOW BY L. **MORIZOT**

Stamped L. Morizot weight 59 gr grams the round stick of an orange brown colour use and wear, some hair.

(1)

£2,000 - 3,000 €2,600 - 3,800 US\$3,200 - 4,900

169

### A NICKEL MOUNTED VIOLIN BOW OF THE PAJEOT SCHOOL

weight 59 grams the octagonal stick of a light orange brown colour, full hair. (1)









### **VIOLAS**

### AN INTERESTING VIOLA, BARAK **NORMAN SCHOOL CIRCA 1730**

Length of back 401mm (15 13/16in) of a light brown colour, use wear and skilful neck and table restoration.

£8,000 - 12,000 €10,000 - 15,000 US\$13,000 - 19,000

See The British Violin BVMA, Oxford, 2000, pages 262-263.

### A GERMAN VIOLA CIRCA 1900

Length of back 385mm (15 3/16in) of an orange brown colour, use and wear, with a bow in case. (3)

£1,000 - 1,500 €1,300 - 1,900 US\$1,600 - 2,400

### AN ENGLISH VIOLA OF THE LANGONET **SCHOOL CIRCA 1910**

Length of back 398mm (15 11/16in) fine work, redolent of W.E.Hill & Sons, the lightly craquelled varnish of a red colour, light use and wear, in case. (2)





### A VIOLA PROBABLY BY AZZO **ROVESCALLI, BERGAMO 1931**

Labelled Copia Rivolta, Azzo Rovescalli Cremense, Bergamo, fece l'anno 1931, A.R. and signed 'Rovescalli' on label Length of back 416mm (16 3/8in) of a red brown colour, some skilful work, neglected, minor use and wear, in impressive old studded leather case with engraved ,initialled decorative fittings incorporating Arms surmounted by five point coronet.

£8,000 - 12,000 €10,000 - 15,000 US\$13,000 - 19,000

### A VIOLA, FRENCH SCHOOL CA 1900

Labelled Sacquin, Luthier Paris 1846 Length of back 428mm (16 7/8in) varnish of a craquelled red colour, with a silver mounted bow stamped Dodd on the frog, of a light brown colour, in case. (3)

£800 - 1,200 €1,000 - 1,500 US\$1,300 - 1,900

### A MITTENWALD VIOLA BY NEUNER AND **HORNSTEINER 1880**

Labelled Roger Hornsteiner... Length of back 393mm (15 1/2in) of an aged red brown colour, use and wear, in playing condition, in case. (2)

£700 - 800 €890 - 1,000 US\$1,100 - 1,300





### AN ITALIAN VIOLA BY ALBERTO GUERRA, MODENA 1957

Inscribed internally by the maker and labelled Guerra Alberto S.Donnino Modena, fece anno 1957 Length of back 419mm (16 1/2in) of a red brown colour, light use and wear, in case. (2)

£10,000 - 15,000 €13,000 - 19,000 US\$16,000 - 24,000

177A

### **A BAVARIAN VIOLA CIRCA 1820**

Labelled Antonius Wiedhalm, fecit ad pedem Pontis ... Length of back 386mm (15 3/16in) of a red golden brown colour, use wear and restorations, with an octagonal Violin Bow stamped E.M. Penzel, with a Viola Bow stamped Emile Keuhne \*\*\*, in case. (4)

£700 - 900 €890 - 1,200 US\$1,100 - 1,500



### A CONTEMPORARY VIOLA BY STEFANO CONIA, CREMONA

Labelled Stefano Conia, fatto in Cremona Anno 19... NO. 34, and branded same on top block, with additional label bearing inscription, Per Ferenc Piller ... Length of back 409mm (16 1/8in) of a golden orange colour, in case. (2)

£1,500 - 2,000 €1,900 - 2,600 US\$2,400 - 3,200

Offered with the signed Certificato di Autenticita of Stefano Conia, Cremona, stating;

'Una viola, modello Testore, di cm 41 ... Nell'interno dello strumento si trova l'eticheta personale: Stefano Conia ...Lo strumento l'ho costruito per il Sig.Ferenc Piller...





### AN ITALIAN VIOLA BY G.B. MORASSI, CREMONA, 1970

Labelled Scuola Cremonese, Gio. Batta Morassi, Utinensis, fecit Cremonae anno 1970, no. 238, and signed internally on label and branded three times on back plate, Length of back 410mm (16 1/8in) of a golden orange colour, fine, almost mint condition. (1)

£10,000 - 15,000 €13,000 - 19,000 US\$16,000 - 24,000

Offered with the copy valuation letter of Gio. Batta Morassi, Via Don Mazzolari, 30, 26100 Cremona - Italia.

With another copy letter from the same, signed and dated Cremona, 15 Febbraio 1996.



179

### A GERMAN VIOLA CIRCA 1900

Length of back 410mm (16 1/8in) of a light red brown colour, light use and wear, with a nickel mounted Viola Bow faintly stamped Laury a Paris 69gm, in brown rectangular case. (3)

£1,200 - 1,800 €1,500 - 2,300 US\$1,900 - 2,900

180

### A SCANDANAVIAN VIOLA

Labelled Forferdiger efter Amatus Regel af Instrumentmager Andreas Hiorth i Kjobenhavn Anno 1829 Length of back 384mm (15 1/8in) of a pale orange brown colour, use and wear, with bow, in case. (3)

£700 - 900 €890 - 1,200 US\$1,100 - 1,500





181\* A FINE AND RARE VIOLA BY TOMASO EBERLE, NAPLES CIRCA 1770

Labelled Ferdinandus Gagliano Filius Nicolai fecit Neap 17-- Length of back 375mm (14 3/4in) plentiful varnish of warm orange brown colour, a well preserved example in mostly original condition, including the square section termination of the pegbox. (1)

£30,000 - 40,000 €38,000 - 51,000 US\$49,000 - 65,000 Offered with the illustrated Bicentario Stradivariano Certificato of October 1937 in Cremona to the above effect confirming it was exhibited there, the document stamped and signed by II Presidente, S.F.Sacconi noting it was then the property of del Sig. Barone Giovanni Carbonelli di Letino di Roma...."autentica e bella" In addition to the technical specification document of the Comitato Esecutivo of the 1937 Cremona Exhibition containing measurements and authentification signed by Fridolin Hamma, Leandro Bisiach, Simone F. Sacconi, P.Deschamps and other eminent experts of that era. "Viola piccola-di Tomaso Eberle di Napoli-autentica e bella."





182**\*** 

# A FINE AND RARE NEAPOLITAN VIOLA BY FERDINAND GAGLIANO, NAPLES, CIRCA 1790

Labelled Ferdinandus Gagliano Filius Nicolai fecit Neap. 1786 Length of back 370mm (14 9/16in) plentiful varnish of an orange yellow brown colour, a well preserved example, retaining much ethos of the period. (1)

£40,000 - 50,000 €51,000 - 64,000 US\$65,000 - 81,000

Offered with a photocopy of the D.D'Attili Certificate of Origin number 484 signed and dated Jan., 29 1979 relating to the above stating..."was made in my opinion by Ferdinand Gagliano"...



### A GERMAN VIOLONCELLO ATTRIBUTED TO LUDWIG GLAESEL **CIRCA 1910**

Labelled \*Ludwig Glaesel jr\* Rep 19?? no., 198, also branded same, Deutsch-Cremona Length of back 760mm (29 15/16in) of an orange brown colour, use wear and restorations, in soft green cover. (2)

£4,000 - 6,000 €5,100 - 7,700 US\$6,500 - 9,700

### A MARKNEUKIRCHEN CELLO CIRCA 1900

Length of back 762mm (30in) of a red brown colour, use and wear, with three various cello bows, in cover. (5)

£800 - 1,200 €1,000 - 1,500 US\$1,300 - 1,900



185

### A VIENNESE CELLO OF THE THIR SCHOOL CIRCA 1780

various labels Length of back 731mm (28 3/4in) the varnish of an aged red brown colour, use wear and restoration, in soft cover. (2)

£3,000 - 4,000 €3,800 - 5,100 US\$4,900 - 6,500

Offered with the Taxatie-Rapport of Max Moller signed and dated 10th April 1992 relating to the above.

186\*

# A GERMAN CELLO OF THE WOLFF BROTHERS SCHOOL CIRCA

Length of back 751mm (29 9/16in) of a light red brown colour, careful use, restorations, in case (2)

£3,000 - 4,000 €3,800 - 5,100 US\$4,900 - 6,500





### A GERMAN CELLO ATTRIBUTED TO HEINRICH KESSLER, **MANNHEIM 1906**

Labelled Heinrich Kessler fecit Mannheim anno 1906 HK Length of back 761mm (29 15/16in) fine wood and work of the Belle Epoque, of a red brown colour, the lightly craquelled varnish of a red colour, light use and wear, in case. (2)

£6,000 - 8,000 €7,700 - 10,000 US\$9,700 - 13,000

### A GERMAN CELLO CIRCA 1900

Length of back 745mm (29 5/16in) of a brown colour, use and wear.

£1,500 - 2,000 €1,900 - 2,600 US\$2,400 - 3,200



189

### A MIRECOURT CELLO CIRCA 1880

Labelled Stradivari ... Length of back 753mm (29 5/8in) of a golden yellow brown colour, with a nickel mounted Cello Bow, in hard black case. (3)

£800 - 1,200 €1,000 - 1,500 US\$1,300 - 1,900

#### A CELLO, 20TH CENTURY

Labelled Guissepe Marvelli, fecit anno ... Length of back 765mm (30 1/8in) of a red amber brown colour, use and wear, with bow in blue fitted case. (3)

£500 - 600 €640 - 770 US\$810 - 970



### A FRENCH CELLO BY N.A.CHAPPUY, PARIS 1787

Branded branded Chappuy A Paris and labelled by the maker Length of back 752mm (29 5/8in) of a light golden brown colour, use wear and restoration, in green case. (2)

£12,000 - 15,000 €15,000 - 19,000 US\$19,000 - 24,000

192

### A FRENCH CELLO BY JTL CIRCA 1900

Labelled .... Jean Baptiste Vuillaume... Length of back 753mm (29 5/8in) of golden orange brown colour, use wear and restoration, with an octagonal bow stamped A.Ludwig in soft brown cover. (3)

£3,000 - 4,000 €3,800 - 5,100 US\$4,900 - 6,500



193

### A MARKNEUKIRCHEN CELLO OF THE SCHMIDT SCHOOL **CIRCA 1900**

Length of back 755mm (29 3/4in) of a light orange brown colour, use and wear, with two round silver mounted cello bows stamped Roy Collins 77gms., and 79gms., no., 183 and 507. (3)

£2,000 - 3,000 €2,600 - 3,800 US\$3,200 - 4,900

194\*

### A GERMAN CELLO CIRCA 1880

Labelled Stainer ... Length of back 770mm (30 5/16in) the craquelled varnish of an aged red brown colour, use wear and restorations, in soft cover. (2)



### A FRENCH CELLO BY FRANCOIS GAVINIES, PARIS CIRCA 1770

Branded Gavinies below the button Length of back 723mm (28 7/16in) of a brown colour, the scroll with coquillage decoration, use, wear and restoation, in heavy wooden box. (2)

£15,000 - 20,000 €19,000 - 26,000 US\$24,000 - 32,000 196

### A MIRECOURT CELLO OF THE LABERTE FRERES SCHOOL **CIRCA 1900**

Length of back 756mm (29 3/4in) of a golden orange brown colour, use and wear, with an octagonal bow stamped Tourte, in soft brown cover. (3)

£3,000 - 4,000 €3,800 - 5,100 US\$4,900 - 6,500





### A CELLO BY CHARLES BOULLANGIER, LONDON 1852

Inscribed internally by the maker Length of back 748mm (29 7/16in) fine work in the manner of J.F.Lott, of a red colour, use wear and restoration, with two restored silver mounted cello bows, in case. (4)

£12,000 - 18,000 €15,000 - 23,000 US\$19,000 - 29,000

Offered with the receipted invoice (no.6904) and certificate of J.and A. Beare, Wardour Street, London W1 to the above effect signed and dated 3 May 1965 noting in addition..."Charles Boullangier of London in 1852 whose signature it bears in the bottom left-hand curve of the back."



### **AN INTERESTING CELLO**

Labelled Rodolfo Fredi fece in Roma l'anno 1912 with signature and branded RF Length of back 760mm (29 15/16in) of an amber brown colour. (1)

£3,000 - 4,000 €3,800 - 5,100 US\$4,900 - 6,500





### A CELLO BY JOSEPH PANORMO, LONDON CIRCA 1800

Length of back 732mm (28 13/16in) handsome wood and skilful work of a golden brown colour, use wear and restoration in case. (2)

£40,000 - 60,000 €51,000 - 77,000 US\$65,000 - 97,000

Offered with the certificate of W.E.Hill & Sons, London to the above effect signed and dated 24 October 1967 and part of the original fingerboard showing the number W692 matching same on the certificate.(2).



# A RARE STRING QUARTET BY CESAR **CASTELLI, ASCULI IN PICENO 1969 COMPRISING A VIOLONCELLO,** A VIOLA AND TWO VIOLINS

200

### A RARE STRING QUARTET BY CESAR CASTELLI, ASCULI IN PICENO 1969 **COMPRISING A VIOLONCELLO,** A VIOLA AND TWO VIOLINS (4)

Labelled in each instrument; Caesar Castelli fecit anno 1969 N.2 Asculi in Piceno; inscribed "quartetto Janis Ozolins" Length of back 757mm (29 13/16in) 420mm., 357mm., 357mm., matching wood and varnish of an orange brown colour, light use and wear, with three cases and one soft cover. (8)

£28,000 - 35,000 €36,000 - 45,000 US\$45,000 - 57,000

See Florian Leonhard; The Makers of Central Italy, Marche and Umbria, 2011; pages 300-305; ISBN978-88-906383-1-2.

The above String Quartet has been in the possesion of the commissioning family until the present day.

Offered with four individual colour illustrated and detailed Certificates of Authenticity from Piero Castelli signed and dated Ascoli Piceno August 2014 to the above effect, stating in addition for each item; ....." was built by my father Cesare and is original in all its parts."





200



### A VIOLIN BY MAX MOCKEL, BERLIN, 1923

Branded and labelled by the maker; Max Mockel Charlottenburg; Max Mockel Berlin 1923 Length of back 352mm (13 7/8in) handsome one piece Amatise back, the whole of a lightly craquelled red colour, light use and wear, with a Violin Bow of the JTL School after JBV, in a lined and fitted case by W.E.Hill & Sons. (3)

£3,000 - 4,000 €3,800 - 5,100 US\$4,900 - 6,500  $202^{\Omega}$ 

# A FRENCH VIOLIN BY CHARLES J.B.COLLIN-MEZIN, PARIS

Inscribed ,labelled and dated by the maker Length of back 360mm (14 3/16in) after Del Gesu, of a light red brown colour, use and wear, in case. (2)

£2,000 - 3,000 €2,600 - 3,800 US\$3,200 - 4,900

203

#### **A SAXON VIOLIN CIRCA 1800**

Inscribed Internally; Georg Adam Gutter, Violin Macher, No. 196, Length of back 356mm (14in) of an amber brown colour, use and wear, in case. (2)

£800 - 1,200 €1,000 - 1,500 US\$1,300 - 1,900

Offered with the opinion of John Masterson, Stratford on Avon, signed and dated 29.9.91.

204\*

### A VIOLIN BY WILLIAM KNAGGS, TORONTO, 1912

Labelled Made by Wm. Knaggs, Toronto, 1912, No. 79 Length of back 356mm (14in) of a red orange brown colour, use and wear, with bow in case. (3)

£2,000 - 3,000 €2,600 - 3,800 US\$3,200 - 4,900

### A GERMAN VIOLIN OF THE ACHNER SCHOOL CIRCA 1760

Labelled Michael Achner, .... Wallgau, ... 358mm (14 1/8in) double purfling of a light brown colour, use and restoration back and front, with a gold mounted Violin Bow by W.E. Hill & Sons, repairs at head and frog, with a silver mounted Violin Bow, stamped G.R. Geipel, and another Violin Bow, in case. (5)

£800 - 1,200 €1,000 - 1,500 US\$1,300 - 1,900

### A VIOLIN OF THE WITHERS SCHOOL CIRCA 1860

Length of back 353mm (13 7/8in) of an aged red brown colour, use wear, restoration, in playing condition. (1)

£1,200 - 1,500 €1,500 - 1,900 US\$1,900 - 2,400

### A FRENCH VIOLIN OF THE CAUSSIN SCHOOL CIRCA 1880

Length of back 359mm (14 1/8in) of a yellow orange brown colour, use and wear, with bow, in case. (3)

£800 - 1,200 €1,000 - 1,500 US\$1,300 - 1,900

### A VIOLIN OF THE KLOTZ SCHOOL, MITTENWALD, CIRCA 1800

Sebastian Klotz, Mittenwald, An 1803 Length of back 358mm (14 1/8in) of a red amber brown colour, with two bows in case. (4)

£1,500 - 2,000 €1,900 - 2,600 US\$2,400 - 3,200

Offered with a copy of the receipt of Albert E. Dunford, Bradford, signed and dated March 22 1920.

209\*

### **A HEBERLEIN VIOLIN 1909**

Labelled Made in the Atelier of Heinrich Th. Heberlein jr., Markneukirchen 1909 Length of back 355mm (14in) of a red colour, use and wear, with a bow in case. (3)

£1,200 - 1,800 €1,500 - 2,300 US\$1,900 - 2,900

### AN ENGLISH VIOLIN ATTRIBUTED TO LOCKEY HILL LONDON **CIRCA 1800**

Stamped faintly Longman and Broderip, No., 26 Cheapside, Haymarket, London Length of back 353mm (13 7/8in) of an aged red colour, use, wear, restorations, with a bow in case. (3)

£1,000 - 1,500 €1.300 - 1.900 US\$1,600 - 2,400

Offered with George Byrom's receipted descriptive invoice, signed and dated July 6, 1907 in Liverpool.

211

### A MITTENWALD VIOLIN BY MATHIAS NEUNER 1812

Labelled by the maker Length of back 358mm (14 1/8in) in original Baroque condition, of a light golden brown colour, little use and wear.

£1,000 - 1,500 €1,300 - 1,900 US\$1,600 - 2,400

212 No lot

213

### A BOHEMIAN VIOLIN

Labelled Caspar Strnad, fecit Praga, Anno 1820 Length of back 355mm (14in) of a red golden brown colour, use wear and restorations, in case. (2)

£800 - 1,200 €1,000 - 1,500 US\$1,300 - 1,900



### A MITTENWALD VIOLIN ATTRIBUTED TO JOSEF KLOZ

Labelled Sebastian Kloz Mittenwald An 1763 Length of back 353mm (13 7/8in) typical work of quality, of a light brown colour, use, wear and restoration, in playing condition. (1)

£3,500 - 4,000 €4,500 - 5,100 US\$5,700 - 6,500





### A VIOLIN OF THE BETTS SCHOOL CIRCA 1800

Length of back 355mm (14in) fine wood and work of a brown colour, use, wear and restorations. (1)

£10,000 - 15,000 €13,000 - 19,000 US\$16,000 - 24,000 216

### A VIOLIN OF THE ITALIAN SCHOOL CIRCA 1900

Branded *internally* Length of back 360mm (14 3/16in) of an orange brown colour, use wear and restorations, in playing condition. (1)





### A FRENCH VIOLIN BY PAUL BAILLY, PARIS 1890

Labelled and signed internally by the maker, no., 580, 1890 Length of back 355mm (14in) of a light yellow brown colour, Amatise, use, wear and restoration, with a nickel mounted Hoyer Violin Bow, in case. (3)

£10,000 - 15,000 €13,000 - 19,000 US\$16,000 - 24,000

Offered with a related letter from L.P.Balmforth & Son, Leeds signed and dated 5 November 1948 to the above effect.

218

### A FRENCH VIOLIN BY CHIPOT-VUILLAUME, PARIS, CIRCA 1900

Labelled Chipot-Vuillaume, Gendre de J.-B. Vuillaume a Paris, Length of back 362mm (14 1/4in) of an orange brown colour, with a French Violin branded D. Nicolas, a la Ville de Cremonne, LOB 363mm, with a Violin labelled, The Carrodus Violin No. C70 Anno 1890, two cased, with a Violin Bow, as seen. (6)

£1,000 - 1,500 €1,300 - 1,900 US\$1,600 - 2,400





# A FRENCH VIOLIN BY CHARLES J.B.COLLIN-MEZIN, PARIS

Labelled signed and dated by the maker Length of back 357mm (14 1/16in) fine bold work after Stradivari, of a golden orange brown colour, minor blemishes only. (1)

£5,000 - 6,000 €6,400 - 7,700 US\$8,100 - 9,700

220

# A VIOLIN OF THE DARCHE SCHOOL CIRCA 1890

Labelled Hilaire Darche Aine, Luthier a Bruxelles, 20 Rue de la Montagne, I'an 1890 Length of back 358mm (14 1/8in) of an aged red brown colour, use and wear, in case. (2)

£2,500 - 3,500 €3,200 - 4,500 US\$4,100 - 5,700





# A FINE FRENCH VIOLIN BY NESTOR AUDINOT, PARIS 1879 AFTER GUARNERI DEL GESU

Labelled N.Audinot, Eleve de Vuillaume, 17 Boulevard Bonne-Nouvelle 17 also signed and dated internally by the maker on the table. Length of back 356mm (14in) handsome wood, of a red orange brown colour, in a good state of preservation. (1)

£12,000 - 18,000 €15,000 - 23,000 US\$19,000 - 29,000

Offered with a colour image of the maker's table signature and the colour-illustrated Certificat d'Authenticite of Mon J.J. Rampal, Paris to the above effect signed and dated Paris 26 Novembre 2013 stating in addition....."Cet instrument est un bel exemplaire de ce Maitre français."

The above Luthier was closely associated with the Vuillaume Family.



222

### A VIOLIN BY GEORGE CRASKE, CIRCA 1880

Labelled Made by George Craske (born 1797, died 1888) and Sold by William E. Hill & Sons, London, signed internally on upper back Length of back 358mm (14 1/8in) the lightly craquelled varnish of an amber brown colour, use and wear, with a silver mounted bow 55gms., and another, in case. (4)

£4,000 - 6,000 €5,100 - 7,700 US\$6,500 - 9,700





### AN ITALIAN VIOLIN BY G.B. MORASSI, CREMONA, 1972

Labelled Gio. Batta Morassi, Utinensis, fecit Cremonae anno 1972, no. 296, and signed internally on label and branded three times on back plate, Length of back 358mm (14 1/8in) of a golden orange colour, fine, almost mint condition. (1)

£10,000 - 15,000 €13,000 - 19,000 US\$16,000 - 24,000

Offered with the signed valuation letter of Gio. Batta Morassi, Via Don Mazzolari, 30, 26100 Cremona - Italia.

### A VIOLIN BY VICTOR AUDINOT, PARIS, CIRCA 1910

Labelled Vor Audinot - Mourot, Maitre Luthier. Paris No. 231 and signed the same internally on back plate. Length of back 354mm (13 15/16in) of a golden amber brown colour, use and wear, in case. (2)

£3,000 - 4,000 €3,800 - 5,100 US\$4,900 - 6,500





#### AN ITALIAN VIOLIN BY GEORG ULLMAN TURIN 1919

Labelled internally Georgius Ullmanius fecit Turicum 1919 also branded Georges Ullman, no., 185 inscribed G.U. Length of back 358mm (14 1/8in) handsome Amatise one piece back, the lightly craquelled soft varnish of a red colour, use and wear. (1)

£10,000 - 15,000 €13,000 - 19,000 US\$16,000 - 24,000 226\*

#### A VIOLIN OF THE SCARAMPELLA SCHOOL

Labelled Stefano Scarampella, di Brescia, ... fecit in Mantua 1909 Length of back 357mm (14 1/16in) of a golden orange brown colour, with a silver mounted Violin Bow stamped H.R. Pfretzschner, weight 59 grams, in case. (3)

£5,000 - 6,000 €6,400 - 7,700 US\$8,100 - 9,700





#### A FRENCH VIOLIN BY JOSEPH HEL, LILLE, 1889

Labelled Joseph Hel Luthier a Lille, 1889 with inscription, date and signature internally Length of back 359mm (14 1/8in) of a red golden brown colour, use and wear. (1)

£10,000 - 15,000 €13,000 - 19,000 US\$16,000 - 24,000

Offered with the colour-illustrated Gutachten of Carl Machler, Zurich, signed and dated 17.4.1979, stating ..." Geige mit dem Original -Etikett, Joseph Hel,...ist eine Arbeit dieses Meisters ..." Please note both E peg and existing peg tuning key available.

#### A VIOLIN ATTRIBUTED TO LEON BERNARDEL, PARIS, CIRCA 1910

Labelled N. Lupot Fils, Luthier, rue d'Illiers, a Orlians, L'An 1817, Length of back 359mm (14 1/8in) of a red golden brown colour, use and wear, in case. (2)

£3,000 - 4,000 €3,800 - 5,100 US\$4,900 - 6,500





#### A VIOLIN, SCHOOL OF EMILIANI, CIRCA 1750

Labelled Jacobus Stainer in Absam Length of back 350mm (13 3/4in) of a light golden amber brown colour, scroll of quality, use wear and restorations, in case. (2)

£10,000 - 15,000 €13,000 - 19,000 US\$16,000 - 24,000

Offered with a Dendrochronological Expert Report by Dr. Micha Beuting, signed and dated 10/10/2009, stating; "...both sides show significant matches with many reference chronologies and Italian instruments," and giving dates for the treble side between 1606 and 1730 and for the bass side between 1607 and 1730 suggesting the pieces came from one and the same tree.



#### A VIOLIN BY ALPHONSE VAN HOOF, ANTWERP 1934

Labelled numbered and dated by the maker in Antwerp 1934, no., 259 Length of back 353mm (13 7/8in) handsome woood and work of a red golden brown colour, light use and wear, in case. (2)

£2,000 - 3,000 €2,600 - 3,800 US\$3,200 - 4,900





#### A VIOLIN BY WILLIAM ATKINSON, TOTTENHAM 1904

Labelled by the maker William Atkinson in Tottenham, 1904 with monogram below the button Length of back 355mm (14in) handsome wood of medium curl, of a light red brown colour, use and wear, with a round red brown silver mounted Violin Bow stamped Lafleur Alliance 58gms., in a fine satinwood fitted and green velvet lined and case by Hart & Son, Wardour St., brass accessories with old hide outer case cover by W.E.Hill & Sons, London.

£4,000 - 5,000 €5,100 - 6,400 US\$6,500 - 8,100

Offered with the receipted invoice of A.W.Cooper, Southampton dated 13 December 1950 to the above effect.

232

#### A FRENCH VIOLIN CIRCA 1910

Labelled Fait sous la direction de Caressa & Francais, Luthiers du Conservatoire, 4 Passage de Saulnier, Paris Length of back 355mm (14in) of a light golden amber brown colour, light use and wear only, with a silver mounted Violin Bow stamped Geo. Withers & Sons, in case. (3)

£2,000 - 3,000 €2,600 - 3,800 US\$3,200 - 4,900





#### A VIOLIN BY JOHANNES THEODORUS CUYPERS, THE HAGUE 1797

Labelled by the maker with his age Johannes Cuypers fecit s'hage aestatis sua 73 Length of back 355mm (14in) of a light golden brown colour, use, wear and restoration. (1)

£30,000 - 40,000 €38,000 - 51,000 US\$49,000 - 65,000

234

#### A VIOLIN OF THE FENDT SCHOOL CIRCA 1850

Length of back 359mm (14 1/8in) of a light golden orange brown colour, after Del Gesu, use wear and restoration, in playing condition.

£4,000 - 5,000 €5,100 - 6,400 US\$6,500 - 8,100





#### A NEAPOLITAN VIOLIN ATTRIBUTED TO EBERLE

Labelled Thomas Eberle fecit Neapoli. Anno 1791 also on inner top block Gesu, e Maria. Length of back 356mm (14in) of an orange golden brown colour, use and wear, with a bow stamped Alfred Hammig in case. (3)

£30,000 - 40,000 €38,000 - 51,000 US\$49,000 - 65,000 236

#### A VIOLIN OF THE HUNGARIAN SCHOOL CIRCA 1900

Branded internally and on bass bar Length of back 357mm (14 1/16in) of a golden brown amber colour, with a silver mounted violin bow, School of JBV, stamped Vuillaume A Paris also faintly Simon Paris, 57gm. the round stick of a light orange brown colour, use and wear, full hair. (2)

£3,000 - 4,000 €3,800 - 5,100 US\$4,900 - 6,500



237

#### AN ENGLISH VIOLIN BY JOSEPH HILL, LONDON 1760

Labelled by the maker; Joseph Hill Maker at the Harp and Flute, London 1760 also labelled Nicola Amatus Cremona... Length of back 355mm (14in) fine work after N.Amati, of a light brown colour, use and wear, in red case. (2)

£10,000 - 15,000 €13,000 - 19,000 US\$16,000 - 24,000

Offered with a letter certificate and the receipted invoice (£60)to the above effect from W.E.Hill & Sons, 140 New Bond Street, London signed and dated 23 December 1944 stating in addition;...."a characteristic example of the maker's work and is in an excellent state of preservation."

The fingerboard is faintly numbered M827.

Another receipted invoice relating to the above for the same amount dated 29 September 1945.



#### A VIOLIN BY W.GLENISTER, LONDON 1912

Labelled by the maker Wm. Glenister, 23 Beak Street, London, 1912 Length of back 358mm (14 1/8in) of a golden amber colour, in immediate playing condition. (1)

£2,000 - 3,000 €2,600 - 3,800 US\$3,200 - 4,900





#### A NEAPOLITAN VIOLIN ATTRIBUTED TO NICOLO GAGLIANO, NAPLES, 1730

Labelled Nicolaus Gagliano Filius Alexandri fecit Neap 1730 Length of back 351mm (13 13/16in) of a golden brown colour, use wear and restorations. (1)

£25,000 - 40,000 €32,000 - 51,000 US\$41,000 - 65,000 Offered with the Certificate of Vatelot Hekking, Paris, signed and dated 24 Juin 1943, by Marcel Vatelot stating;

'Je soussigne certifie que le Violin ...portant etiquette de Nicolas Gagliano au millesime de 1730 est bien un instrument ancien de cet auteur fait dans le style de AMATI ....La tete dans le style de Joseph Gagliano."

Also detailed photographs of skilled restorations back and front.





#### AN EARLY VIOLIN BY GUISEPPE ORNATI, MILAN, 1920

Labelled Guiseppe Ornati, fece in Milano, Anno 1920 G.O.M., and signed on label, Length of back 355mm (14in) the lightly craquelled varnish of an orange golden brown colour, use wear and restorations, with bow in Withers case. (3)

£20,000 - 30,000 €26,000 - 38,000 US\$32,000 - 49,000 241

#### A RARE VIOLIN BY J.B.LEFEBVRE, AMSTERDAM 1766

Labelled J.B.Lefebvre fecit in Amsterdam 1766 Length of back 359mm (14 1/8in) of a light golden amber colour, later head, use wear and restoration, in playing condition, in case. (2)

£6,500 - 7,500 €8,300 - 9,600 US\$11,000 - 12,000





#### A VIOLIN ATTRIBUTED TO STEFANO SCARAMPELLA MANTOVA 1911

Labelled Stefano Scarampella di Brescia Premiato con Medaglie D'Argento Fratello ed Allievo del Giuseppe fece in Mantova anno 1911 Length of back 355mm (14in) bold and handsome work of quality of a red colour, use wear and restorations. (1)

£20,000 - 30,000 €26,000 - 38,000 US\$32,000 - 49,000

See Eric Blot, Lombardia e Veneto pp 226-227 a similar model.





#### A VIOLIN OF THE NEAPOLITAN SCHOOL

Labelled Ferdinandus Gagliano Filius Nicolai fecit Neap 1781 Length of back 350mm (13 3/4in) of a light golden brown colour, use wear and restorations. (1)

£20,000 - 25,000 €26,000 - 32,000 US\$32,000 - 41,000 244

#### **AN INTERESTING VIOLIN CIRCA 1850**

 $353\ mm\ (13\ 7/8in)$  A silver-mounted Violin Bow of the Hoyer School; A Violin by Duncan McCorquodale, Greenock, 1910 (3)

£3,000 - 4,000 €3,800 - 5,100 US\$4,900 - 6,500



245

# A VIOLIN ATTRIBUTED TO GIUSEPPE MARCONCINI, FERRARA, CIRCA 1800

Labelled Hec Marconcini genuit Ferraria Civeni Gnolius auctoris nomine servat Opus Josep Marconcinius fecit A.D.180... Length of back 363mm (14 5/16in) Amatise, of a yellow brown colour, restorations, in case. (2)

£20,000 - 30,000 €26,000 - 38,000 US\$32,000 - 49,000

Offered with a hand written invoice from Fridolin Hamma of Hamma & Co., Stuttgart dated 19 September 1939 stating;"Violine echt italienisch mit Zettel von Giuseppe Marconcini Ferrara circa 1800."



246**\*** 

#### A VIOLIN BY NICOLA UTILI, CASTELBOLOGNESE 1914

Labelled, branded and numbered 149 by the maker Length of back 356mm (14in) of a light golden orange brown colour, light use and wear, in playing condition. (1)

£25,000 - 30,000 €32,000 - 38,000 US\$41,000 - 49,000

Offered with the colour illustrated Certificato Di Authenticita of Carlson & Neumann, to the above effect, signed, sealed and dated Cremona 13 October 2009, noting in addition..." very fine condition, a characteristic example of the work of Nicola Utili."





#### A VIOLIN BY LEANDRO BISIACH, MILAN 1921

Labelled Leandro Bisiach Da Milano Fece l'Anno 1921, dated, signed, inscribed and dedicated internally by the maker to Colonel Evaristo Cappelli, inscribed Modello Stradviari Amatise 1678 Length of back 353mm (13 7/8in) handsome wood of narrow curl, skilful work, of an orange brown colour, light use and wear only, with a bow in case. (3)

£25,000 - 35,000 €32,000 - 45,000 US\$41,000 - 57,000

The above dedicatee was the grandfather of the vendor's husband.

# A FRENCH VIOLIN ATTRIBUTED TO SALOMON, PARIS CIRCA

Labelled Gio. Batista Gabrielle, fece in Firenze 1769 Length of back 353mm (13 7/8in) of a golden amber brown colour, use wear and restorations, in case. (2)

£8,000 - 12,000 €10,000 - 15,000 US\$13,000 - 19,000





#### A VIOLIN ATTRIBUTED TO LORENZO VENTAPANE CIRCA 1830

Labelled Lorenzo Ventapane Fabricante Strumenti da Corde Length of back 356mm (14in) of a golden red brown colour, use wear and restoration, the fingerboard is numbered R648 in case. (1)

£25,000 - 30,000 €32,000 - 38,000 US\$41,000 - 49,000

Offered with the receipted invoice of W.E.Hill & Sons London dated 29 November 1947 along with the Certificate of W.E.Hill & Sons dated 3 December 1947.





#### AN ITALIAN VIOLIN BY ERNESTO PEVERE, FERRARA 1938

Labelled by the maker; Ernesto Pevere Fece in Ferrara 1938 Length of back 358mm (14 1/8in) bold handsome work after Del Gesu, of a golden brown colour, use wear and restoration, in case. (2)

£20,000 - 30,000 €26,000 - 38,000 US\$32,000 - 49,000

Offered with the colour-illustrated Certificato no., 286-34/VG of Eric Blot, signed and dated Cremona, 3 October 2013 to the above effect stating in addition;"Costruito a Ferrara nel 1938 circa, questo violino e un esemplare caratteristico e particolarmente bello del lavorodi questo liutaio italiano in questo periodo."





251

#### AN INTERESTING AMATISE VIOLIN

Labelled Nicolaus Amatius Cremonien Hieronimimi filii Antonii Nepos fecit Anno 1669 Length of back 342mm (13 7/16in) the handsome one piece slab wood of narrow to medium curl, the whole of a golden amber colour, skilful work, use wear and restoration, with a silver mounted Violin Bow of the Nurnberger School, in case. (3)

£40,000 - 50,000 €51,000 - 64,000 US\$65,000 - 81,000

Offered with a related descriptive document written by A.Romer, Freiburg on 4 August 1928.





252\*

#### AN ITALIAN VIOLIN PROBABLY BY HIERONYMUS AMATI, **CREMONA, CIRCA 1700**

Labelled Nicolaus Amatus cremonensis, Hyeronimi filii,ac Antonii Nepos, fecit anno 1646 Length of back 351mm (13 13/16in) of a golden amber brown colour, fine work after Nicolas Amati, in playing condition. (1)

£70,000 - 90,000 €89,000 - 110,000 US\$110,000 - 150,000 Offered with the illustrated Certificate of Emil Herrmann, signed and dated Easton, Conn., Jan 15 1955 no 1258 stating the above; "is a work of Hieronymo Amati figlio Nicolai of Cremona Period 1695....A characteristic example of Nicolo Amati's son and formerly in the possession of Benito Mussolini."

In addition to the illustrated complementary opinion of Kenneth Warren & Son, Chicago, signed and dated January 12 1979.





#### AN ITALIAN VIOLIN BY ANDREAS POSTACCHINI, FERMO 1835

Labelled Andreas Postacchini Firmanus fecit sub titulo S.Raphaelis Archang. 1835 Length of back 353mm (13 7/8in) handsome work, varnish of a lightly craquelled aged red brown colour, in case. (2)

£40,000 - 50,000 €51,000 - 64,000 US\$65,000 - 81,000

Offered with the colour-illustrated Certificato of Eric Blot no., 217-06/ SM signed, sealed and dated Cremona, 6 June 2012 to the above

See Florian Leonhard; The Makers of Central Italy, Marche and Umbria 2011; Andreas Postacchini pp 136-157.





## A FINE VIOLIN BY GIOVANNI BATTISTE GUADAGNINI, TURIN,

Labelled by the maker; Joannes Baptista Guadagnini, Cremonensis, fecit Taurini, 1773, GBG Length of back 354mm (13 15/16in) of an orange brown colour, use wear and restorations.

Refer to department

Certificates of Authenticity;

J & A Beare, London, ref. CB5748, signed and dated 25th May 2007 stating the above 'is a fine and characteristic example of the maker's work'.

Florian Leonhard, London, ref. FL.C/30608, signed and dated London 6th February 2008 stating 'this violin is a very characteristic example of the maker's work from the much sought after 'Turin-period" presently in an excellent state of preservation'.

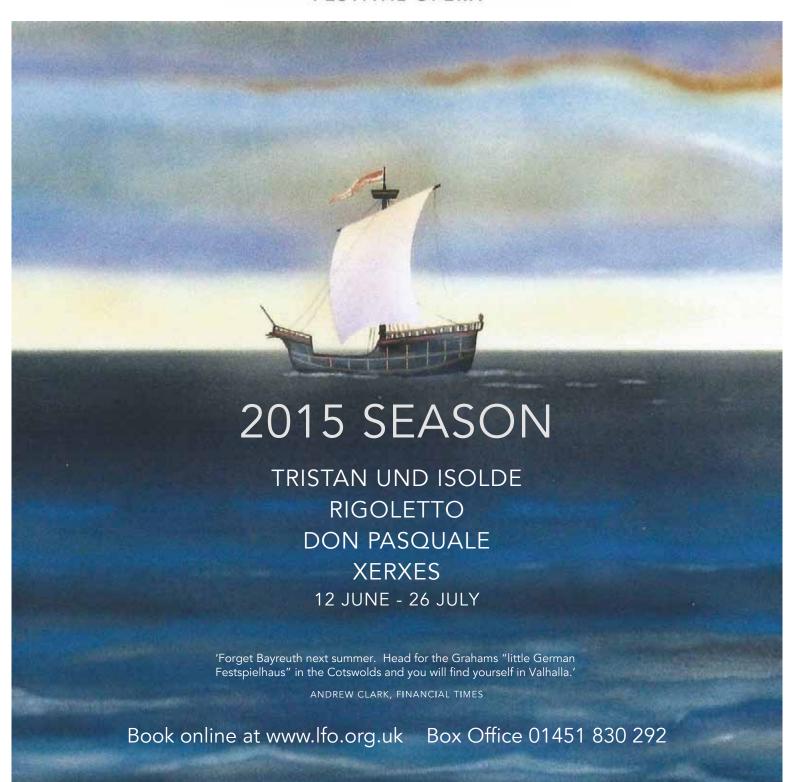
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--- FESTIVAL OPERA ----





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# Bonhams

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Closing date for entries Friday 30 January 2015



# Bonhams

#### 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 Buver 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 tor! (whether direct, collateral, express, implied or otherwise). If you successfully bid for a Lot and buy it, at that stage Bonhams does enter into an agreement with the Buyer. The terms of that contract are set out in our Buyer's Agreement, which you will find at Appendix 2 at the back of the Catalogue. This will govern Bonhams' relationship with the Buyer.

#### 2. LOTS

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

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

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

#### 3. DESCRIPTIONS OF LOTS AND ESTIMATES

#### Contractual Description of a Lot

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

#### Estimates

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

#### **Condition Reports**

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

#### The Seller's responsibility to you

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

#### Bonhams' responsibility to you

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

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

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

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

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

#### Alterations

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

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

#### 4. CONDUCT OF THE SALE

Our Sales are public auctions which persons may attend and you should take the opportunity to do so. We do reserve the right at our sole discretion to refuse admission to our premises or to any Sale without stating a reason. We have complete discretion as to whether the Sale proceeds, whether any Lot is included in the Sale, the manner in which the Sale is conducted and we may offer Lots for Sale in any order we choose notwithstanding the numbers given to Lots in the Catalogue. You should therefore check the date and starting time of the Sale, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a Lot you are interested in is put up for Sale. We have complete discretion to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any Lot, to combine two or more Lots, to withdraw any Lot from a Sale and, before the Sale has been closed, to put up any Lot for auction again. Auction speeds can exceed 100 Lots to the hour and bidding increments are generally about 10%. However these do vary from Sale to Sale and from Auctioneer to Auctioneer. Please check with the department organising the Sale for advice on this. Where a Reserve has been applied to a Lot, the Auctioneer may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such Reserve) on behalf of the Seller. We are not responsible to you in respect of the presence or absence of any Reserve in respect of any Lot. If there is a Reserve it will normally be no higher than the lower figure for any Estimate in the Catalogue, assuming that the currency of the Reserve has not fluctuated adversely against the currency of the Estimate. The Buyer will be the Bidder who makes the highest bid acceptable to the Auctioneer for any Lot (subject to any applicable Reserve) to whom the Lot is knocked down by the Auctioneer at the fall of the Auctioneer's hammer. Any dispute as to the highest acceptable bid will be settled by the Auctioneer in his absolute discretion. All bids tendered will relate to the actual Lot number announced by the Auctioneer. An electronic currency converter may be used at the Sale. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the Sale and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the Sale. At some Sales, for example, jewellery Sales, we may use screens on which images of the Lots will be projected. This service is provided to assist viewing at the Sale. The image on the screen should be treated as an indication only of the current Lot. It should be noted that all bids tendered will relate to the actual Lot number announced by the Auctioneer. We do not accept any responsibility for any errors which may occur in the use of the screen.

#### 5. BIDDING

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

#### **Bidding in person**

You should come to our Bidder registration desk at the Sale venue and fill out a Bidder Registration Form on (or, if possible, before) the day of the Sale. The bidding number system is sometimes referred to as "paddle bidding". You will be issued with a large card (a "paddle") with a printed number on it. This will be attributed to you for the purposes of the Sale. Should you be a successful Bidder you will need to ensure that your number can be clearly seen by the Auctioneer and that it is your number which is identified as the Buyer's. You should not let anyone else use your paddle as all Lots will be invoiced to the name and address given on your Bidder Registration Form. Once an invoice is issued it will not be changed. If there is any doubt as to the Hammer Price of, or whether you are the successful Bidder of, a particular Lot, you must draw this to the attention of the Auctioneer before the next Lot is offered for Sale. At the end of the Sale, or when you have finished bidding please return your paddle to the Bidder registration desk.

## Bidding by telephone (only available on lots with a low estimate greater than £400)

If you wish to bid at the Sale by telephone, please complete a Telephone Bidding Form, which is available from our offices or in the Catalogue. Please then return it to the office responsible for the Sale at least 24 hours in advance of the Sale. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service and may not be available in relation to all Lots. We will not be responsible for bidding on your behalf if you are unavailable at the time of the Sale or if the telephone connection is interrupted during bidding. Please contact us for further details.

#### Bidding by post or fax

Absentee Bidding Forms can be found in the back of this Catalogue and should be completed and sent to the office responsible for the Sale. It is in your interests to return your form as soon as possible, as if two or more Bidders submit identical bids for a Lot, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the Sale. Please check your Absentee Bidding Form carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to Reserves and other bids made for the Lot. Where appropriate your bids will be rounded down to the nearest amount consistent with the Auctioneer's bidding increments. New Bidders must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

#### Bidding via the internet

Please visit our *Website* at http://www.bonhams.com for details of how to bid via the internet.

#### Bidding through an agent

Bids will be accepted as placed on behalf of the person named as the principal on the *Bidding Form* although we may refuse to accept bids from an agent on behalf of a principal and will require written confirmation from the principal confirming the agent's authority to bid. Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact or the identity of his principal) will be jointly and severally liable with the principal to the *Seller* and to *Bonhams* under any contract resulting from the acceptance of a bid. Subject to the above, please let us know if you are acting on behalf of another person when bidding for *Lots* at the *Sale*.

Equally, please let us know if you intend to nominate another person to bid on your behalf at the Sale unless this is to be carried out by us pursuant to a Telephone or Absentee Bidding Form that you have completed. If we do not approve the agency arrangements in writing before the Sale, we are entitled to assume that the person bidding at the Sale is bidding on his own behalf. Accordingly, the person bidding at the Sale will be the Buyer and will be liable to pay the Hammer Price and Buyer's Premium and associated charges. If we approve the

identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

### 6. CONTRACTS BETWEEN THE BUYER AND SELLER AND THE BUYER AND BONHAMS

On the Lot being knocked down to the Buyer, a Contract for Sale of the Lot will be entered into between the Seller and the Buyer on the terms of the Contract for Sale set out in Appendix 1 at the back of the Catalogue. You will be liable to pay the Purchase Price, which is the Hammer Price plus any applicable VAT. At the same time, a separate contract is also entered into between us as Auctioneers and the Buyer. This is our Buyer's Agreement, the terms of which are set out in Appendix 2 at the back of the Catalogue. Please read the terms of the Contract for Sale and our Buyer's Agreement contained in the Catalogue in case you are the successful Bidder. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the Catalogue and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or by oral announcements before and during the Sale. You should be alert to this possibility of changes and ask if there have been

### 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:

- VAT at the prevailing rate on Hammer Price and Buyer's Premium
- Ω VAT on imported items at the prevailing rate on Hammer Price and Buyer's Premium
- VAT on imported items at a preferential rate of 5% on Hammer Price and the prevailing rate on Buyer's Premium

- G Gold bullion exempt from VAT on the Hammer Price and subject to VAT at the prevailing rate on the Buyer's
- Zero rated for VAT, no VAT will be added to the Hammer Price or the Buyer's Premium
- 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 Number: 25563009

Account Number: 25563009 Sort Code: 56-00-27

IBAN Number: GB 33 NWBK 560027 25563009

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the sterling amount payable, as set out on the invoice.

**Debit cards:** there is no additional charge for purchases made with personal debit cards, issued by a UK bank. Debit cards issued by an overseas bank, deferred and company debit cards and all credit cards will be subject to a 2% surcharge;

Union Pay cards: these are now accepted at our Knightsbridge and New Bond Street offices, when presented in person by the card holder. These cards are subject to a 2% surcharge.

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

#### 10. COLLECTION AND STORAGE

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

#### 11. SHIPPING

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

#### 12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licencing arrangements can be found on the ACE website http://www.artscouncil.org.uk/what-we-do/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 Licencina 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  $\mathit{Seller}$  to the  $\mathit{Buyer}$  of a  $\mathit{Lot}$ under the Contract for Sale, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the Seller are liable in relation to any Lot or

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

#### 15. BOOKS

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

#### 16. CLOCKS AND WATCHES

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

#### 17. FIREARMS - PROOF, CONDITION AND CERTIFICATION

#### Proof of Firearms

The term "proof exemption" indicates that a firearm has been examined at a Proof House, but not proved, as either (a) it was deemed of interest and not intended for use, or (b) ammunition was not available. In either case, the firearm must be regarded as unsafe to fire unless subsequently proved. Firearms proved for Black Powder should not be used with smokeless ammunition

The term "Certificate of Unprovability" indicates that a firearm has been examined at a Proof House and is deemed both unsuitable for proof and use. Reproof is required before any such firearm is to be used.

#### **Guns Sold as Parts**

Barrels of guns sold as parts will only be made available for sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

#### Condition of Firearms

Comment in this Catalogue is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending Bidder unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a

modern firearms specialist. All prospective Bidders are advised to consult the ° of bore and wall-thickness measurements posted in the saleroom and available from the department. Bidders should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

#### Original Gun Specifications Derived from Gunmakers

The Sporting Gun Department endeavours to confirm a gun's original specification and date of manufacture with makers who hold their original records.

#### **Licensing Requirements** Firearms Act 1968 as amended

Bonhams is constantly reviewing its procedures and would remind you that, in the case of firearms or shotguns subject to certification, to conform with current legislation, Bonhams is required to see, as appropriate, your original registered firearms dealer's certificate / shot gun certificate / firearm certificate / museum firearms licence / Section 5 authority or import licence (or details of any exemption from which you may benefit, for instance Crown servant status) for the firearm(s) you have purchased prior to taking full payment of the amount shown on your invoice. Should you not already be in possession of such an authority or exemption, you are required to initially pay a deposit of 95% of the total invoice with the balance of 5% payable on presentation of your valid certificate or licence showing your authority to hold the firearm(s) concerned.

Please be advised that if a successful Bidder is then unable to produce the correct paperwork, the Lot(s) will be reoffered by Bonhams in the next appropriate Sale, on standard terms for Sellers, and you will be responsible for any loss incurred by Bonhams on the original Sale to you.

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

Lots marked 'S1' and bearing red labels are Section 1 firearms and require a valid British Firearms certificate. RFD Licence or import licence.

Lots marked 'S2' and bearing blue labels are Section 2 firearms and require a valid British Shotgun certificate, RFD licence or import licence

Lots marked 'S5' and bearing specially marked red labels are Section 5 prohibited firearms and require a valid Section 5 Authority or import licence.

Lots marked with a 'S58' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition

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 <code>Buyer</code>'s responsibility to obtain all relevant and required export/import licences, certificates and documentation before shipping. Failure by the <code>Buyer</code> to successfully import goods into the US does not constitute grounds for non payment or cancellation of <code>Sale</code>. 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) weignt appears within the body of the *Description* in capital letters, the stone(s) has been unmounted and weighed by *Bonhams*. If the weight of the stone(s) is stated to be approximate and does not appear in capital letters, the stone(s) has been assessed by us within its/their settings, and the stated weight is a statement of our opinion only. This information is given as a guide and *Bidders* should satisfy themselves with regard to this information as to its accuracy.

#### Signatures

#### 1. A diamond brooch, by Kutchinsky

When the maker's name appears in the title, in *Bonhams'* opinion the piece is by that maker.

#### 2. A diamond brooch, signed Kutchinsky

Has a signature that, in *Bonhams'* opinion, is authentic but may contain gemstones that are not original, or the piece may have been altered.

#### 3. A diamond brooch, mounted by Kutchinsky

Has been created by the jeweller, in *Bonhams'* opinion, but using stones or designs supplied by the client.

#### 20. PHOTOGRAPHS

#### **Explanation of** Catalogue **Terms**

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.

- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the Lot Description). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the Lot Description.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the Catalogue without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

#### 21. PICTURES

#### **Explanation of** Catalogue **Terms**

The following terms used in the *Catalogue* have the following meanings but are subject to the general provisions relating to *Descriptions* contained in the *Contract for Sale*:

- "Jacopo Bassano": in our opinion a work by the artist.
  When the artist's forename(s) is not known, a series of
  asterisks, followed by the surname of the artist, whether
  preceded by an initial or not, indicates that in our opinion
  the work is by the artist named;
- "Attributed to Jacopo Bassano": in our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category;
- "Studio/Workshop of Jacopo Bassano": in our opinion a work by an unknown hand in a studio of the artist which may or may not have been executed under the artist's direction;
- "Circle of Jacopo Bassano": in our opinion a work by a hand closely associated with a named artist but not necessarily his pubil:
- "Follower of Jacopo Bassano": in our opinion a work by a painter working in the artist's style, contemporary or nearly contemporary, but not necessarily his pupil;
- "Manner of Jacopo Bassano": in our opinion a work in the style of the artist and of a later date;
- "After Jacopo Bassano": in our opinion, a copy of a known work of the artist:
- "Signed and/or dated and/or inscribed": in our opinion the signature and/or date and/or inscription are from the hand of the artist;
- "Bears a signature and/or date and/or inscription": in our opinion the signature and/or date and/or inscription have been added by another hand.

#### 22. PORCELAIN AND GLASS

#### Damage and Restoration

For your guidance, in our *Catalogues* we detail, as far as practicable, recorded all significant defects, cracks and restoration. Such practicable *Descriptions* of damage cannot be definitive, and in providing *Condition Reports*, we cannot *Guarantee* that there are no other defects present which have not been mentioned. *Bidders* should satisfy themselves by inspection, as to the condition of each *Lot*. Please see the *Contract for Sale* printed in this *Catalogue*. Because of the difficulty in determining whether an item of glass has been repolished, in our *Catalogues* reference is only made to visible chips and cracks. No mention is made of repolishing, severe or otherwise.

#### 23. VEHICLES

#### The Veteran Car Club of Great Britain

#### **Dating Plates and Certificates**

When mention is made of a Veteran Car Club Dating Plate or Dating Certificate in this Catalogue, it should be borne in mind that the Veteran Car Club of Great Britain using the services of Veteran Car Company Ltd, does from time to time, review cars already dated and, in some instances, where fresh evidence becomes available, the review can result in an alteration of date. Whilst the Club and Veteran Car Company Ltd make every effort to ensure accuracy, the date shown on the Dating Plate or Dating Certificate cannot be guaranteed as correct and intending purchasers should make their own enquiries as to the date of the car.

#### 24. WINE

Lots which are lying under Bond and those liable to VAT may not be available for immediate collection.

#### Examining the wines

It is occasionally possible to provide a pre-Sale tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details.

It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the *Catalogue* where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

#### **Corks and Ullages**

Ullage refers to the space between the base of the cork and the wine. Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as follows:

Under 15 years old – into neck or less than 4cm 15 to 30 years old – top shoulder (ts) or up to 5cm Over 30 years old – high shoulder (hs) or up to 6cm

It should be noted that ullages may change between publication of the Catalogue and the Sale and that corks may fail as a result of transporting the wine. We will only accept responsibility for Descriptions of condition at the time of publication of the Catalogue and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

#### Options to buy parcels

A parcel is a number of *Lots* of identical size of the same wine, bottle size and *Description*. The *Buyer* of any of these *Lots* has the option to accept some or all of the remaining *Lots* in the parcel at the same price, although such options will be at the *Auctioneer's* sole discretion. Absentee *Bidders* are, therefore, advised to bid on the first *Lot* in a parcel.

#### Wines in Bond

Wines lying in Bond are marked  $\Delta$  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 ivory into the USA
- •, †, \*, G,  $\Omega$ ,  $\alpha$  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, W15 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.

#### 4 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

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- 6.1 Your obligation to pay the *Purchase Price* arises when the *Lot* is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*.
- 6.2 Time will be of the essence in relation to payment of the Purchase Price and all other sums payable by you to Bonhams. Unless agreed in writing with you by Bonhams on the Seller's behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to Bonhams by you in the currency in which the Sale was conducted by not later than 4.30pm on the second working day following the Sale and you must ensure that the funds are cleared by the seventh working day after the Sale. Payment must be made to Bonhams by one of the methods stated in the Notice to Bidders unless otherwise agreed with you in writing by Bonhams. If you do not pay any sums due in accordance with this paragraph, the Seller will have the rights set out in paragraph 8 below.

#### 7 COLLECTION OF THE LOT

- 7.1 Unless otherwise agreed in writing with you by Bonhams, the Lot will be released to you or to your order only when Bonhams has received cleared funds to the amount of the full Purchase Price and all other sums owed by you to the Seller and to Bonhams.
- 7.2 The Seller is entitled to withhold possession from you of any other Lot he has sold to you at the same or at any other Sale and whether currently in Bonhams' possession or not until payment in full and in cleared funds of the Purchase Price and all other sums due to the Seller and/or Bonhams in respect of the Lot.
- 7.3 You will collect and remove the Lot at your own expense from Bonhams' custody and/ or control or from the Storage Contractor's custody in accordance with Bonhams' instructions or requirements.
- 7.4 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- 7.5 You will be wholly responsible for any removal, storage or other charges or Expenses incurred by the Seller if you do not remove the Lot in accordance with this paragraph 7 and will indemnify the Seller against all charges, costs, including any legal costs and fees, Expenses and losses suffered by the Seller by reason of your failure to remove the Lot including any charges due under any Storage Contract. All such sums due to the Seller will be payable on demand.

#### 8 FAILURE TO PAY FOR THE LOT

- 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.

#### THE SELLER'S LIABILITY

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- 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 be givericumstances 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.

#### 3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:
- 3.1.1 the Purchase Price for the Lot;
- 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders*, and
- 3.1.3 if the Lot is marked [AR], an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Notice to Bidders. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the Buyer's Premium, the Commission payable by the Seller in respect of the Lot, any Expenses and VAT and any interest earned and/or incurred until payment to the Seller.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the Purchase Price of each Lot and secondly pro-rata to pay all amounts due to Bonhams.

#### 4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2 You must collect and remove the Lot at your own expense by the date and time specified in the Notice to Bidders, or if no date is specified, by 4.30pm on the seventh day after the Sale.
- 4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the Notice to Bidders for collection on the days and times specified in the Notice to Bidders. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Bidders.

- 4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "Storage Contract") with the Storage Contractor for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the Storage Contractor (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus *VAT* per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.
- 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*
- 4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.
- 4.7 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any Expenses we incur (including any charges due under the Storage Contract), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf.

#### STORING THE LOT

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We agree to store the  ${\it Lot}$  until the earlier of your removal of the Lot or until the time and date set out in the Notice to Bidders, on the Sale Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the Sale) and, subject to paragraphs 6 and 10, to be responsible as bailee to you for damage to or the loss or destruction of the Lot (notwithstanding that it is not your property before payment of the Purchase Price). If you do not collect the Lot before the time and date set out in the Notice to Bidders (or if no date is specified, by 4.30pm on the seventh day after the Sale) we may remove the Lot to another location, the details of which will usually be set out in the relevant section of the Catalogue. If you have not paid for the Lot in accordance with paragraph 3, and the Lot is moved to any third party's premises, the Lot will be held by such third party strictly to Bonhams' order and we will retain our lien over the Lot until we have been paid in full in accordance with paragraph 3.

#### 6 RESPONSIBILITY FOR THE LOT

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

### 7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS

- 7.1 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;
- 7.1.3 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.

### CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

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- 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
- 2.2.3 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 Lot.

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

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

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

#### 11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

#### but not if:

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

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

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

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

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

If we are reasonably satisfied that a Lot is a 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.
- 12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 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 VAT) equals or exceeds 1000 euros (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale).
- "Auctioneer" the representative of *Bonhams* conducting the *Sale*.

- "Bidder" a person who has completed a *Bidding Form*.
  "Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.
- "Bonhams" Bonhams 1793 Limited or its successors or assigns. Bonhams is also referred to in the Buyer's Agreement, the Conditions of Business and the Notice to Bidders by the words "we", "us" and "our".
- "Book" a printed Book offered for Sale at a specialist Book Sale
- **"Business"** includes any trade, *Business* and profession. **"Buyer"** the person to whom a *Lot* is knocked down by the
- Auctioneer. The Buyer is also referred to in the Contract for Sale and the Buyer's Agreement by the words "you" and "your".
- "Buyer's Agreement" the contract entered into by Bonhams with the Buyer (see Appendix 2 in the Catalogue).
- "Buyer's Premium" the sum calculated on the Hammer Price at the rates stated in the Notice to Bidders.
- "Catalogue" the Catalogue relating to the relevant Sale, including any representation of the Catalogue published on our Website
- "Commission" the Commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Form.
- "Condition Report" a report on the physical condition of a Lot provided to a Bidder or potential Bidder by Bonhams on behalf of the Seller.
- "Conditions of Sale" the Notice to Bidders, Contract for Sale, Buyer's Agreement and Definitions and Glossary.
- "Consignment Fee" a fee payable to Bonhams by the Seller calculated at rates set out in the Conditions of Business.
- "Consumer" a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.
- "Contract Form" the Contract Form, or vehicle Entry form, as applicable, signed by or on behalf of the Seller listing the Lots to be offered for Sale by Bonhams.
- "Contract for Sale" the Sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue).
- "Contractual Description" the only Description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds.
- "Description" any statement or representation in any way descriptive of the Lot, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the Hammer Price).
- "Entry" a written statement in the Catalogue identifying the Lot and its Lot number which may contain a Description and illustration(s) relating to the Lot.
- **"Estimate"** a statement of our opinion of the range within which the hammer is likely to fall.
- "Expenses" charges and Expenses paid or payable by Bonhams in respect of the Lot including legal Expenses, banking charges and Expenses incurred as a result of an electronic transfer of money, charges and Expenses for loss and damage cover, insurance, Catalogue and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the Lot for Sale, storage charges, removal charges, removal charges or costs of collection from the Seller as the Seller's agents or from a defaulting Buyer, plus VAT if applicable.
- "Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the Sale had a value materially less than it would have had if the Lot had not been such an imitation, and which is not stated to be such an imitation in any description of the Lot. A Lot will not be a Forgery by reason of any damage to, and/or restoration and/ or modification work (including repainting or over painting) having been carried out on the Lot, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the Lot as one conforming to the Description of the Lot.
- "Guarantee" the obligation undertaken personally by Bonhams to the Buyer in respect of any Forgery and, in the case of specialist Stamp Sales and/or specialist Book Sales, a Lot made up of a Stamp or Stamps or a Book or Books as set out in the Buyer's Agreement.
- "Hammer Price" the price in the currency in which the Sale is conducted at which a Lot is knocked down by the Auctioneer.

- "Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.
- "Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.
- "Lot" any item consigned to Bonhams with a view to its Sale at auction or by private treaty (and reference to any Lot will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for Sale as one Lot).
- "Motoring Catalogue Fee" a fee payable by the Seller to Bonhams in consideration of the additional work undertaken by Bonhams in respect of the cataloguing of motor vehicles and in respect of the promotion of Sales of motor vehicles.
- "New Bond Street" means Bonhams' saleroom at 101 New Bond Street, London W1S 1SR.
- "Notional Charges" the amount of Commission and VAT which would have been payable if the Lot had been sold at the Notional Price.
- "Notional Fee" the sum on which the Consignment Fee payable to Bonhams by the Seller is based and which is calculated according to the formula set out in the Conditions of Business.
- "Notional Price" the latest in time of the average of the high and low Estimates given by us to you or stated in the Catalogue or, if no such Estimates have been given or stated, the Reserve applicable to the Lot.
- "Notice to Bidders" the notice printed at the back or front of our Catalogues.
- "Purchase Price" the aggregate of the Hammer Price and VAT on the Hammer Price (where applicable), the Buyer's Premium and VAT on the Buyer's Premium and any Expenses.
- "Reserve" the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).
- "Sale" the auction Sale at which a Lot is to be offered for Sale by Bonhams.
- "Sale Proceeds" the net amount due to the Seller from the Sale of a Lot, being the Hammer Price less the Commission, any VAT chargeable thereon, Expenses and any other amount due to us in whatever capacity and howsoever arising.
- "Seller" the person who offers the Lot for Sale named on the Contract Form. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the Contract Form acts as an agent for a principal (whether such agency is disclosed to Bonhams or not), "Seller" includes both the agent and the principal who shall be jointly and severally liable as such. The Seller is also referred to in the Conditions of Business by the words "you" and "your". "Specialist Examination" a visual examination of a Lot by a specialist on the Lot.
- "Stamp" means a postage Stamp offered for Sale at a Specialist Stamp Sale.
- "Standard Examination" a visual examination of a *Lot* by a non-specialist member of *Bonhams'* staff.
- "Storage Contract" means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the *Buyer's Agreement* (as appropriate).
- "Storage Contractor" means the company identified as such in the  $\it Catalogue$ .
- "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
- "VAT" value added tax at the prevailing rate at the date of the  $\it Sale$  in the United Kingdom.
- "Website" Bonhams Website at www.bonhams.com
  "Withdrawal Notice" the Seller's written notice to Bonhams
  revoking Bonhams' instructions to sell a Lot.
- "Without Reserve" where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

#### **GLOSSARY**

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

- "artist's resale right": the right of the creator of a work of art to receive a payment on Sales of that work subsequent to the original Sale of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.
- "bailee": a person to whom goods are entrusted.
  "indemnity": an obligation to put the person who has
  the benefit of the indemnity in the same position in which
  he would have been, had the circumstances giving rise to
  the indemnity not arisen and the expression "indemnify" is
  construed accordingly.
- "interpleader proceedings": proceedings in the Courts to determine ownership or rights over a *Lot*.
- "knocked down": when a Lot is sold to a Bidder, indicated by the fall of the hammer at the Sale.
- "lien": a right for the person who has possession of the *Lot* to retain possession of it.
- "risk": the possibility that a Lot may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.
  "title": the legal and equitable right to the ownership of a Lot.
  "tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

#### **SALE OF GOODS ACT 1979**

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

"Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to which subsection(3) below applies, there is also an implied term that-
  - 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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### G-NET/9/14

# **Registration and Bidding Form**

(Attendee / Absentee / Online / Telephone Bidding) Please circle your bidding method above.

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			Sale title: Musical Instruments	Sale date: 29 October 2014				
	[		Sale no. 21679	Sale venue: Knightsbridge				
Paddle number (for office use only)  This sale will be conducted in accordance with Bonhams' Conditions of Sale and bidding and buying at the Sale will be regulated by these Conditions. You should read the Conditions in conjunction with the Sale Information relating to this Sale which sets but the charges payable by you on the purchases you make and other terms relating to bidding and buying at the Sale. You should ask any questions you have about the Conditions before signing this form. These Conditions also contain certain undertakings by bidders and buyers and limit Bonhams' liability to bidders and buyers.			If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.  General Bid Increments:  £10 - 200					
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articles of association together with a lette the company's behal your bids not being pay also be asked to	s should also provide n / company registral re authorising the ind lf. Failure to provide processed. For highe provide a bank refe	tion documents, lividual to bid on this may result in r value lots you	E-mail (in capitals)  By providing your email address above, you authorise Bonhams to send to this concerning Bonhams. Bonhams does not sell or trade email addresses.  I am registering to bid as a private buyer	address information relating to Sales, marketing material and news  I am registering to bid as a trade buyer				
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Your signature:			Date:					
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