

INSTRUMENTS OF SCIENCE, TECHNOLOGY AND MECHANICAL MUSIC

Tuesday 27 October 2015

Knightsbridge, London



Bonhams



INSTRUMENTS OF SCIENCE, TECHNOLOGY AND MECHANICAL MUSIC

Tuesday 27 October 2015 at 1pm
Knightsbridge, London

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Front cover: Lot 104
Back cover: Lot 52
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W These lots will be removed to Bonhams Park Royal Warehouse after the sale. Please read the sale information page for more details.

Y These lots are subject to CITES regulations, please read the information in the back of the catalogue.

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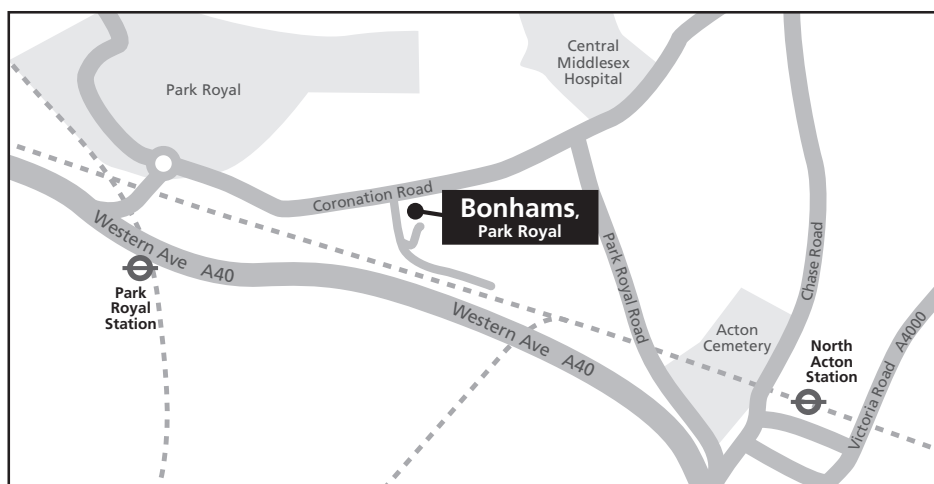
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UK CITES Management Authority
Zone 117
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2 The Square
Temple Quay
BRISTOL BS1 6EB



1

1^W

A CYLINDER MUSIC BOX, SWISS, LATE 19TH CENTURY,

the 33cm cylinder playing twelve airs with double spring barrel, in walnut veneered case with marquetry inlaid lid, 25 1/2 in (65cm) wide

£600 - 800
€830 - 1,100

2

A SILVER CASED CYLINDER MUSIC BOX, MOVEMENT SWISS, CASE LOW COUNTRIES, EARLY 19TH CENTURY,

the rectangular fluted box, the musical movement with brass pinned 6cm long barrel sectional steel comb. Front of box with small start/stop button to left side and tune selection to the right. Case has an inset hardwood base (coromander) 3 1/2 in (9cm) x 2 in (5.5cm) x 1 1/2 in (3cm)

£1,200 - 1,800
€1,700 - 2,500

3

A CYLINDER MUSIC BOX, SWISS, CIRCA 1900,

the 15.5cm cylinder playing eight airs as listed on tune sheet, in walnut veneered case with marquetry inlaid lid. 16 ins (41cm) wide

£300 - 500
€410 - 690

4^W

A LARGE BREMOND BELLS-IN-SIGHT MANDOLIN CYLINDER MUSIC BOX, SWISS, CIRCA 1880,

the 48cm cylinder playing eight popular airs as listed on tune sheet accompanied by nine graduated saucer bells with wasp strikers, in walnut veneered case with marquetry inlaid lid and front, 32 in (81cm) wide

£2,000 - 3,000
€2,800 - 4,100



2



3



4



5



5 (detail)

5 W

A NICOLE FRERES MANDOLIN CYLINDER MUSIC BOX SWISS, CIRCA 1880,

Signed no. 46442, Gamme no. 3882, the 44cm cylinder playing eight airs as listed on tune sheet, in walnut veneered case with marquetry inlaid lid and front with cast brass carrying handles at the sides. 29 ins (74cm) wide

£1,500 - 2,000

€2,100 - 2,800

6

A PAILLARD VAUCHER FILS MANDOLIN CYLINDER MUSIC BOX SWISS, LATE 19TH CENTURY,

the 33cm cylinder playing eight airs as listed on tune sheet, in walnut veneered case with marquetry inlaid lid. 22 ins (56cm) wide

£1,000 - 1,500

€1,400 - 2,100



6



7

7^W

A PAILLARD VAUCHER FILS TWO-PER-TURN CYLINDER MUSIC BOX, SWISS, LATE 19TH CENTURY,

the 33cm cylinder playing sixteen airs, the comb (three teeth broken) with zither attachment in walnut veneered case with marquetry inlaid lid and front, and cast brass carrying handles at the sides. 26 ins (66cm) wide

£1,500 - 2,000

€2,100 - 2,800

8^{WYΦ}

A MANDOLIN CYLINDER MUSICAL BOX, SWISS, CIRCA 1880,

the 41cm cylinder playing six airs as listed on embossed card tune sheet, in an unoriginal painted wood case with ivory handle to the spring motor and brass securing catches to the lid, 28 in (71cm) wide

£400 - 600

€550 - 830



7 (detail)



8

9



12



9

A FORTE PICALLO CYLINDER MUSIC BOX, SWISS, LATE 19TH CENTURY,

the 28cm cylinder playing twelve airs as listed on tune sheet, the comb covered in part by a zither, in rosewood veneered case with boxwood inlay. 23 1/2 ins (60cm) wide

£800 - 1,200
€1,100 - 1,700

10

A NICOLE FRERES KEY-WOUND CYLINDER MUSIC BOX, SWISS, MID 19TH CENTURY,

Serial No. 32870, Gamme No. 830, the 27.5cm cylinder playing six airs as listed on tune sheet, in light wood case with hinged flap at the side, 17 3/4in (45cm) wide

£700 - 900
€960 - 1,200

11^W

A FORTE PIANO MANDOLIN CYLINDER MUSIC BOX, SWISS, CIRCA 1880,

the 43cm cylinder playing six airs on two combs contained in rosewood veneered case with marquetry inlaid lid, 28 1/2 in (73cm) wide

£800 - 1,200
€1,100 - 1,700

12

A FORTE PIANO KEY-WOUND CYLINDER MUSIC BOX, SWISS, MID 19TH CENTURY,

the 33cm cylinder playing six airs on two combs in rosewood veneered case with marquetry inlaid lid, 20 in (51cm) wide

£400 - 600
€550 - 830

10



11





13

13 ^W

A PAILLARD & CO INTERCHANGEABLE CYLINDER MUSIC BOX ON STAND, SWISS, LATE 19TH CENTURY,

each of the seven 33cm cylinders playing six airs on two combs (three teeth broken) the movement with spring barrels in ebonised wood and burr walnut veneered case with brass carrying handles at the sides, on mahogany stand with four cylinder storage drawers at the front, raised on five columns above bracket feet with stretcher. 48 ins (122cm) wide. The music box: 34 ins (87cm) wide (2)

£3,000 - 5,000

€4,100 - 6,900

14 ^{W Y}

AN ORCHESTRAL CYLINDER MUSIC BOX, SWISS, LATE 19TH CENTURY,

the 33cm cylinder playing twelve airs on snare drum, five saucer bells and castanets in a rosewood veneered case with lid inlaid with brass, pewter, ebony and tulipwood, lozenge design, 24 ins (61cm)

£2,500 - 3,000

€3,400 - 4,100



14



14 (detail)



15



16



17

15^W

A 19 5/8 INCH POLYPHON DISC MUSICAL BOX, GERMAN, CIRCA 1900,

the periphery drive playing on two combs in upright case with arched glazed door at the front, flanked by columns, surmounted by an arch pediment with urn finials, together with approx. 15 metal discs. 50 ins (127cm) high

£2,000 - 3,000

€2,800 - 4,100

16

A 15 1/2 INCH POLYPHON DISC MUSICAL BOX GERMAN, CIRCA 1900,

the periphery-driven movement playing on a single comb, in walnut veneered case with marquetry inlaid lid, together with a large quantity of polyphon discs. The case 21 ins (54cm) wide

£1,200 - 1,500

€1,700 - 2,100

17^W

A 17 INCH LOCHMANN "ORIGINAL 128" TUBULAR BELLS DISC MUSIC BOX GERMAN, CIRCA 1900,

the periphery-driven discs playing on two combs and eight tubular bells in walnut veneered case with approx. 15 metal discs. 26 ins (66cm) wide

£600 - 900

€830 - 1,200



18 (detail)



18

18 ^W

A PISTOR BARRELL ORGAN & CLOCK, ENGLISH, MID 18TH CENTURY,

the 25 key movement with 22 inch pinned wooden barrel playing on five racks of metal and wooden pipes, the side with five stops, bellows mounted below in flame mahogany case with winding handle at the front, applied with simulated gilt wood organ pipes, white enamel clock face with two train verge movement signed *Pistor London*, flanked by classical figures and Rococo swags, lacking stand, 53 in (135cm) high

£4,000 - 6,000

€5,500 - 8,300

19

A SINGING BIRD IN CAGE, FRENCH, EARLY 20TH CENTURY,

the feathered bird with moving head, beak and tail in brass cage on gilded wooden base. 11 ins (28cm) high

£500 - 700

€690 - 960



19

20



21



20

A DOUBLE SINGING BIRD IN CAGE AUTOMATON, FRENCH, LATE 19TH CENTURY,

each of the brightly feathered birds with head, beak and tail movements, in brass cage above circular base with control lever at the side, 20 in (25cm) high

£700 - 1,000

€960 - 1,400

21

A SINGING BIRD AUTOMATON, FRENCH, 20TH CENTURY,

the feathered bird with beak, head and tail movement, under brass cage on rectangular gilt wood base, 10 1/2 in (26.5cm) high

£400 - 600

€550 - 830

22



22

A MUSICAL VIOLINIST AUTOMATON, FRENCH, LATE 19TH CENTURY,

probably by *Phalibois*, the seated figure with bisque head, original silk hat, waistcoat, jacket and trousers, playing a violin whilst moving head and fiddle arm, under the branches of a flowering tree, on ebonised base with small musical movement, control levers and string at the side, with glass dome, height without dome 25 in (64cm)

£1,000 - 1,400

€1,400 - 1,900

23

A SINGING BIRD AUTOMATON, FRENCH, CIRCA 1900,

the brightly feathered bird with beak, head and tail movements, under brass cage on gilt gesso base, 11 in (28cm) high

£400 - 600

€550 - 830

23





24

24

A CLOCK OR WATCHMAKER'S WHEEL CUTTING TOOL,
with dividing plate and depthing scales, on Perspex stand. 5in
(12.5cm) high

£200 - 300
€280 - 410



25

25

A SET OF JOHANN WILHELM FORSTHOFF COIN SCALES,
GERMAN, CIRCA 1780,

the fruitwood case with hinged lid with trade applied to the interior
fitted with 20 brass weights (2 missing) and brass and steel scale. 7
1/2 ins (19cm) wide

£500 - 700
€690 - 960



26

26

**A SET OF ABRAHAM KRUSE COIN SCALES, PRUSSIAN, CIRCA
1775,**

the fruitwood case with hinged lid and trade label applied to the
interior, fitted with 14 brass weights (2 missing) and steel and brass
scale. 7 ins (18cm) wide

£500 - 700
€690 - 960

27

A COLLECTION OF PHARMACEUTICAL ITEMS, 19TH CENTURY,
including; a chemist's glass sign, a mahogany and brass pill roller,
a turned fruitwood pill silverer with lid, a plaster iron, a brass powder
folder, a suppository mould and a Tartar Crud container. (7)

£500 - 800
€690 - 1,100



27



28



29



30

28

A MODEL TWIN CYLINDER FIVE PILLAR REVERSING LAUNCH ENGINE, BUILT BY S. KORM,

with main stop valve, inlet and exhaust manifolds, hand wheel operated Stephenson link reverse, blued steel clad cylinders draincock and disc fly-wheel, finished in grey and polished brightwork on rectangular metal plate. 7 ins (18cm) wide

£500 - 800
€690 - 1,100

29

A FINE LATE 19TH CENTURY BRASS MODEL OF A HENRY DAVEY DIFFERENTIAL VALVE GEAR, FOR COMPOUND CORNISH ENGINES,

with plaque and paper label to base 'Henry Davey, 3 Princes Street, Westminster', small vertical engine with single cylinder, piston mounted within four pillar and side mounted valve, operating three cross bars with various connecting rods, on a wooden base on wooden stand with dome (some loss, dome damaged), 10 1/4in (26cm) x 7in (18cm) x 8in (20cm) to top of dome.

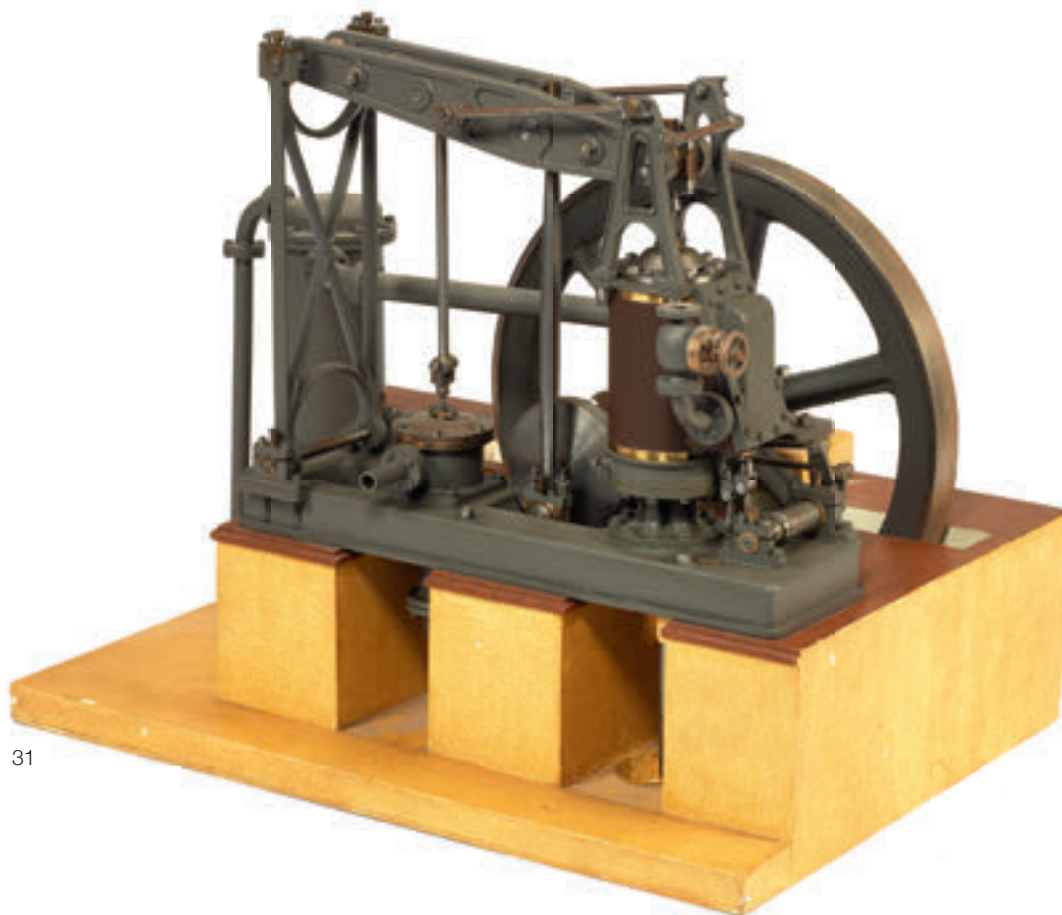
£400 - 600
€550 - 830

30^w

A 19TH CENTURY WALL MOUNTED WINDMILL GOVERNOR,

with large brass ball weights, weight arms with cast guides to top and springs attached to lower collar and rotating spindle, mounted bell to rear with adjustable spring striker, the whole suspended within a decorative scroll and flower wall mount. 33 3/4in (86cm) high x 5in (12.5cm) wide

£300 - 500
€410 - 690



31

31

AN EXHIBITION CLASS MODEL OF AN EASTON AND ANDERSON SINGLE CYLINDER EXPANSION VALVE GEAR CONDENSING GRASSHOPPER BEAM PUMPING ENGINE, CIRCA 1885,

with brass bound mahogany lagged cylinder with integrally cast steam passage and valve chest body with sloping valve cast cover and main stop valve, valves driven through coaxial weightshafts with twin rockers and eccentrics. Cylinder standing on a cast pedestal and the piston tail-rod projects through the casting for direct connection to the water pump below, the double beam with anchor links working on H-section cylinder mounted A-frames. Barrelled connecting rod turning a disc crank with spoked flywheel. The beam also drives an airpump with a fully tubed vertical condenser and pivots on a cast rocker frame. Finished in grey with tile simulated flooring and stonework, 16in (40.5cm) long x 11 1/2in (29cm) wide x 14 1/2in (37cm) high.

£1,500 - 2,000

€2,100 - 2,800

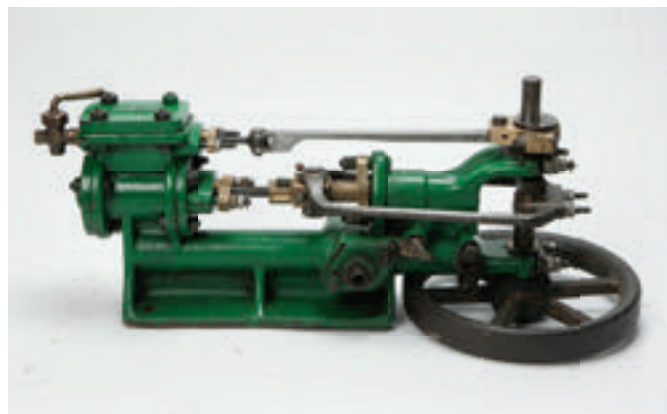
32 W

A MUMFORD FULL-SIZED MARINE STEAM DONKEY ENGINE,

No. 33037, the vertically-mounted Engine Room Bulkhead engine with pear crank driven balanced spoked flywheel. The cylinder 2" bore x 3.5" stroke is cast-in-one with the valve chest and rear frame which also carries the airdome, valve chests, feedpump and finely shaped crankshaft bearing brackets. Finished in green with polished brightwork. 10 ins (26cm) high x 28 ins (71cm) long

£300 - 500

€410 - 690



32



33



36



34

33 ^W

ENGINEERING ACCESSORIES,

including a Martin's Stamford turbine, and three large engine governors. (qty)

£300 - 500

€410 - 690

34 ^W

A MUMFORD FULL-SIZED ENGINE-ROOM STEAM DONKEY PUMP, MADE BY MUMFORD OF COLCHESTER,

the vertically-mounted bulkhead pump has a single cylinder of approximately 2" bore x 2" stroke and the back frame incorporates a pressure dome in the normal manner. The piston rod is common with the pump plunger and the crankshaft with its pear crank and disc flywheel is suspended beneath the pump castings. 9 1/2 ins (24cm) high x 27 ins (68cm) wide

£300 - 500

€410 - 690

35

A LATE 19TH CENTURY MODEL OF A DOUBLE FRAME SINGLE CYLINDER STEAM HAMMER,

the brass and wood clad top mounted cylinder with pressure taps, piston attached to hammer below, hand operated release valve, the double frames mounted on cast iron base with anvil, the whole mounted on wooden mahogany base. Finished in green, base 13in (33cm) x 4in (10cm), 17in (43cm) high.

£500 - 800

€690 - 1,100

36

CAST BRASS MODEL OF A WATERWHEEL

cast central spoked wheel with screw mounted blades to the outer rim, 12 1/8in (31cm).

£150 - 200

€210 - 280



35



37

37^W

A LARGE LATE 19TH CENTURY MODEL OF A DOUBLE FRAME SINGLE CYLINDER STEAM HAMMER,

the steel top mounted cylinder with front mounted hand operated valve, piston attached to hammer below, the double frames mounted on cast iron base with anvil, the whole mounted on wooden mahogany base, finished in green and brightwork, base 20in (51cm) x 7 1/2in (19cm), 28in (71cm) high.

£2,000 - 3,000

€2,800 - 4,100

38

A MID 19TH CENTURY TASKER & CO HAND OPERATED MODEL OF A WELL HEAD,

with plaques to either side 'MANUFACTURED BY TASKER & Co, WATERLOO FOUNDRY, NEAR, ANDOVER HANTS', the main cast iron structure finished in green with crossbar supports, hand operated flywheel with small cog operating larger cog above with chain driven wheel operating twin buckets to well below having hinged access doors, water container to side with tipping bucket poles, mounted on cast iron platform upon a water well base, (lacks one handle to flywheel), platform 13 5/8in (34.5cm) x 12 3/8in (31.5cm) and 22in (56cm) high.

£1,500 - 2,000

€2,100 - 2,800



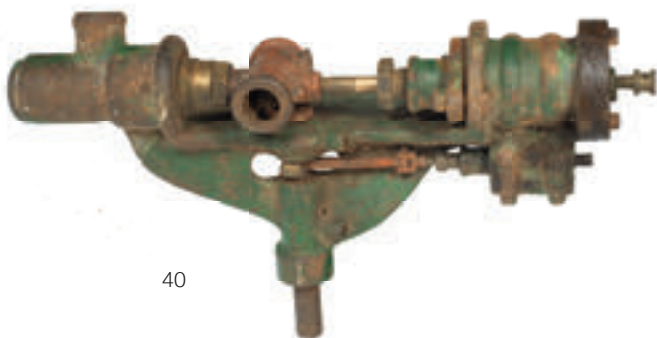
38



39



41



40



42

39

AN EARLY 20TH CENTURY RARE SMALL WALL MOUNTED HEINRICI HOT AIR ENGINE,

the 2" bore x 2" stroke piston driving a forked connecting rod with little end casting incorporating a lubricator for the displacer piston rod with internal connecting rod. A-frames with supporting the crankshaft and bellcrank shaft and screw top lubricators throughout, single pulley to 8" flywheel and air pressure regulating valve to engine, finished in dark green and brightwork, 19 1/2in (49.5cm) high

£1,000 - 1,500
€1,400 - 2,100

Heinrici's were one of the most successful hot air engine manufacturers between 1879 and the 1920s. Engines of largely similar design were produced in a range of sizes, mostly standing on tapered boxed stands. This example has a wall-mounted heat chamber and chimney.

40

A SIZE 2 DONKEY PUMP BY BECCLES NUMBER A201,

with cylinder approx 1.75" bore x 2.5" stroke, round section scotch crank and frame incorporating pump and bulkhead brackets (no flywheel), 20in (51cm) high.

£100 - 200
€140 - 280

41

A FOWLER'S 'MAGNUM' CIRCULAR SLIDE RULE, ENGLISH, EARLY 20TH CENTURY,

in chrome metal case and leather carrying case. 5 ins (13cm) diameter

£200 - 300
€280 - 410

42

A STANLEY FULLER'S CYLINDRICAL SLIDE RULE, ENGLISH, CIRCA 1940,

with Bakelite frame and handle in fitted mahogany case with instructions, 18 in (46cm) long

£80 - 100
€110 - 140



43

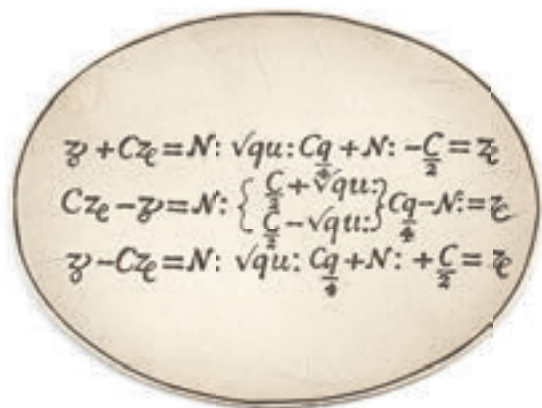
43

A FULLER'S COMPUTING TELEGRAPH, AMERICAN, CIRCA 1870,

the printed and varnished board with revolving dial for Palmer's computing scale and Fuller's time telegraph on reverse. In hard bound folder with printed instructions. 11 1/4 ins (29cm) square

£500 - 700
€690 - 960

The Fuller's computing telegraph was one of the first circular slide rules sold in the United States. It was introduced by Aaron Palmer of Boston, who made a prototype in 1841, took out a copyright for a computing scale in 1843, and published an account of it in 1844. He exhibited both the original and a smaller version at the 18th American Institute Fair, held in New York, N.Y., in 1845. There it may have attracted the attention of John Emery Fuller (1799–1878). By 1846, Fuller had acquired rights to Palmer's instrument and published an account of his improvements. He also added the time telegraph, which he had copyrighted in 1845. Fuller copyrighted the revised form of Palmer's scale in 1847. He exhibited the slide rule at the Crystal Palace exhibition in London in 1851 and prepared an English version of the instrument.



44

44

A VERY RARE SILVER AIDE-MEMOIRE FOR ACCOUNTING AND CALCULATION, ENGLISH, CIRCA 1675,

the oval plaque is engraved on the obverse with a double table. That on the left, marked 'F[orbearance] : 6.' gives simple interest at 6% (the legal rate of interest in England between 1651 and 1714), on ten thousand million over the number of days marked in the central column, forbearance being money paid to a creditor over and above the interest to allow full repayment of a loan to be deferred beyond the stipulated time. The right table marked 'D[iscount]: 6.' gives the discounted amount required to produce the same sum in the stated number of months. The reverse is engraved with mnemonic formulae for the solution of quadratic equations 2in (5cm) x 1 1/2in (3.8cm)

£1,200 - 1,800
€1,700 - 2,500

Research by the present owner and others suggests that this handy mnemonic device is to be associated with the work of John Collins, FRS (1625-1683), mathematician and accountant. In 1669 Collins published a tract entitled *Compendium for a letter Case* which was posthumously re-issued in expanded form as *The Doctrine of decimal Arithmetick, simple Interest & c. as also of compound Interest & Annuities, Generally performed for any time of Payment or Rate f Interest by help of a particular Table of Forbearance of it in Principal, abridged for portability in a Letter Case...*, in 1685. Both these works are consonant with the present plate. So too is what Collins tells John Wallis about his work in 1667, that 'the precept for equations of payments will discover the time, when one sum at simple interest shall amount to any other proposed'. A further instance of congruity is that the table of simple interest as engraved on the plaque can also be found in Collins published works.

The engraving of the present plate shows similarity with the signed works of Hilckiah Bedford.

45



46



45

A THOMAS DE COLMAR ARITHMOMETER, FRENCH, MID-19TH CENTURY,

No. 1067, the ebonised wooden case, with lid inlaid with brass lining and lettered 'Arithmometre' hinged lid opening to eight sliding indices and twenty five digital displays, 23 in (58cm) wide

£2,000 - 3,000

€2,800 - 4,100

The Arithmometer was patented by Thomas de Colmar in France in 1820 and it was the first digital mechanical calculator robust enough and reliable enough to be used regularly in an office environment. This Arithmometer could add and subtract two numbers directly and could perform multiplications and divisions effectively by using a movable accumulator for the result. Manufactured from 1851 until 1915, it became the first commercially successful mechanical calculator and made it a key tool in the radical transition from written to mechanical calculation that took place during the second half of the 19th century.

46

A M-209-B ENCRYPTION MACHINE, SUPPLIED BY L C SMITH & CORONA TYPEWRITER INC., AMERICAN, CIRCA 1942,

Serial no. 96948, the green metal casing with 6 adjustable key wheels at the front, left side enciphering knob and power lever on the right, letters printed on paper tape, complete with lid, canvas shoulder bag and technical manual, 7in (18cm) wide

£1,200 - 1,800

€1,700 - 2,500

Provenance

The M-209 was designed by the Swedish cryptographer, Boris Hagelin for the USA armed forces. Used throughout World War II in continued in service though the Korean War.

The machine is currently in the ownership of Simon Singh, author of 'THE CODE BOOK', an international bestseller exploring the history of cryptography. Dr Singh is the founder of the pro-science charity 'Good Thinking' and a trustee of 'Sense About Science', which is currently leading the All Trials campaign in favour of greater transparency in medical research. The money raised by the sale of this cipher machine will be divided between two charities.

Literature

'The Code Book. The Secret History of Codes and Code Breaking', Fourth Estate, 1999.



47

47

A NEMA TYPE T-D ENCIPHERING MACHINE, SWISS, CIRCA 1950,

No. 722, with ten wheels, four of which are coding wheels, and the right hand side red wheel is the reflector, mounted under hinged cover with letter-counter, lamp panel and standard keyboard layout, electrical input to the side and mains lead inside, the lid, with external lamp panel, lamp cable, extra wheel cases and contact brush, external lid with stencilled number, lock with marked keys and leather carrying handle, together with original NEMA spares case and contents, the case. 14 1/2 x 12 3.4 x 5 1/2in (37 x 32 x 14cm) (2)

£10,000 - 15,000

€14,000 - 21,000

The NEMA (name derives from NEw MASchine) cipher machine was developed by Zellweger AG in Uster during World War II as a replacement for the German Enigma K that was used by the Swiss army as they discovered that their traffic was being intercepted by both the Germans and Allied Forces.



47



48

48

A RARE HAGELIN B-21 ELECTROMECHANICAL CIPHER MACHINE, SWEDISH, AFTER 1932,

makers plaque lettered and stamped A.B. INGENIORSFIRMAN TEKNIK STOCKHOLM SWEDEN TYPE B21 NO. 414, complete with keyboard, lamp panel, for brass coding wheel, in black crackle finish casing within oak carrying metal case with spare bulbs and screw driver, the machine. 11 x 11 x 5in (28 x 28 x 13cm)

£40,000 - 60,000

€55,000 - 83,000

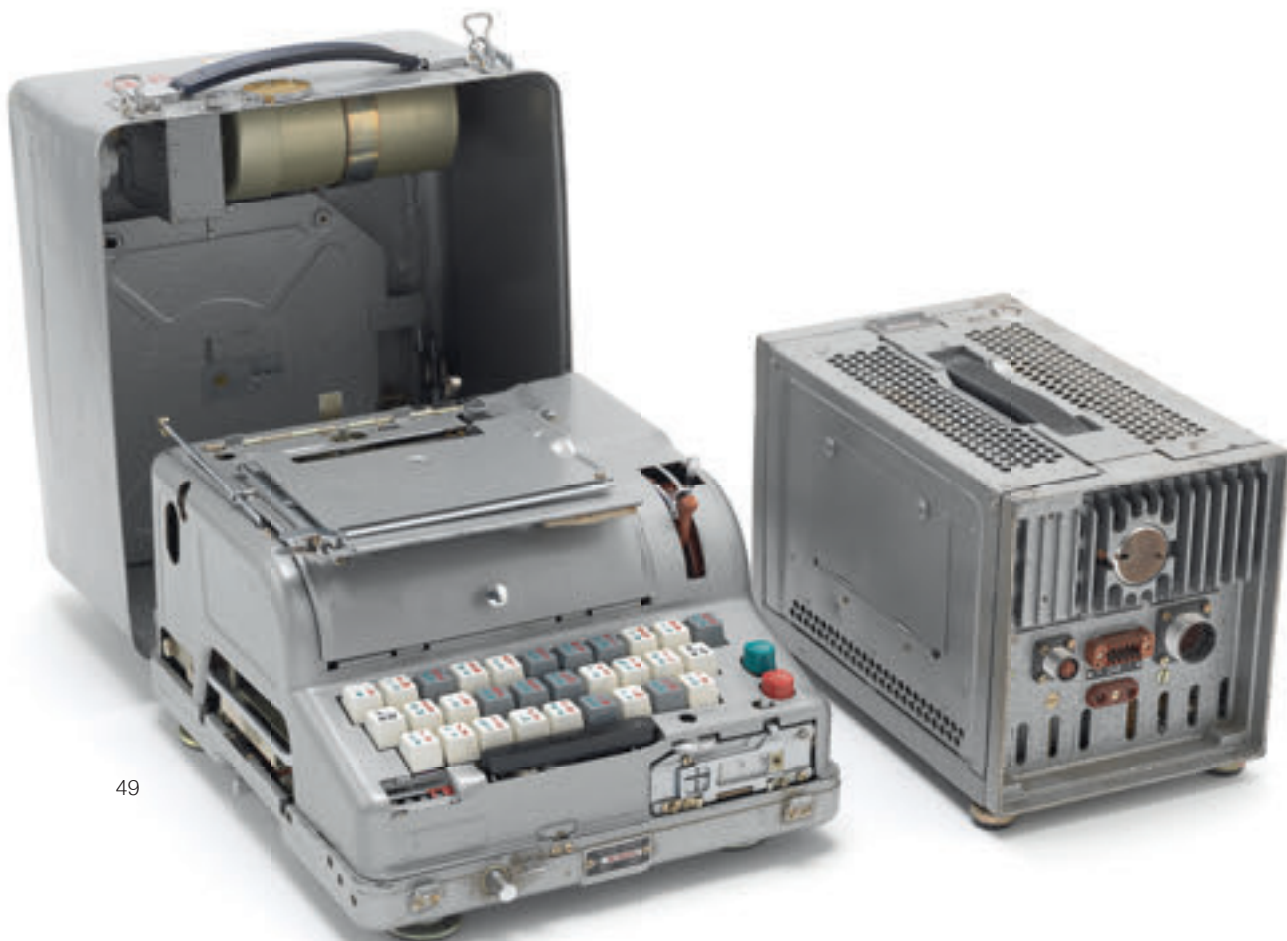
The B-21 was the first cipher machine designed by Boris Hagelin while working for Arvid Damm's company A B Cryptograph in Stockholm in the mid 1920's. The company's investors, the Nobel family, initially placed Hagelin as a financial controller but by 1925 he was the acting director.

The Swedish Army took interest in the German made Enigma machines in 1925 and Hagelin proposed his own design, the B-21 which was based on the earlier B-18 that used two coding wheels but with the improvement of adding two pin-wheels to control the stepping of each of the coding wheel.

For a full technical description and history of the B-21, see www.cryptomuseum.com/crypto/hagelin/b21/index.htm



48



49

49

A FIALKA M-125-3 ROTOR-BASED CIPHER MACHINE, RUSSIAN, 1960'S,

plaque stamped M-125-3MP2 N 98-92434, complete with ten rotors and three row key board in Latin and Cyrillic with five-level paper tape reader below and paper tape punch and tape printing mechanism on top with punch card input on the left hand side, in grey metal casing with cover and separate 24 volt power supply, the machine. 12 x 10 1/2 x 7in (30.5 x 27 x 18cm)

£7,000 - 10,000

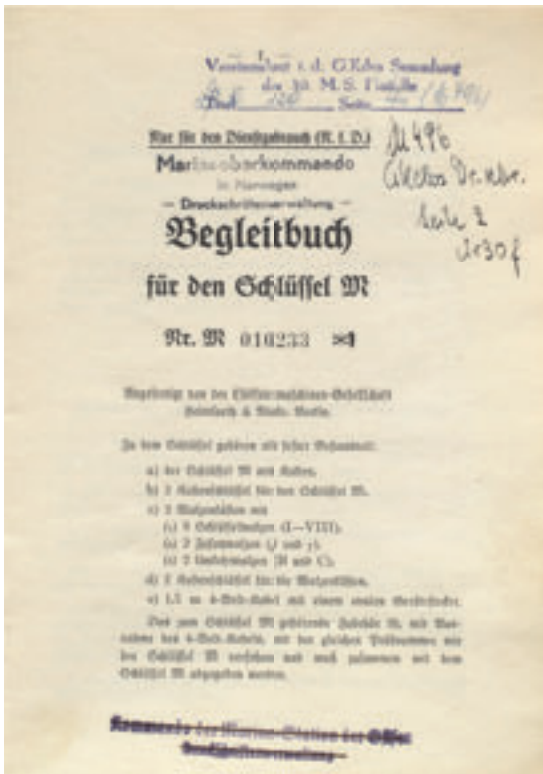
€9,600 - 14,000

The Fialka was the preferred Soviet cipher machine during the Cold War era and was used by many of the Warsaw Pact countries and their allies including Cuba.

For full description and history, see www.cryptomuseum.com/crypto/fialka/



49



50

50

BEGLEITBUCH FÜR DEN SCHLÜSSEL M OBERKOMMANDO DER KRIEGSMARINE BERLIN, 1944,

No. 010233, 4 rotor Naval Enigma booklet, green card covers, manuscript entries, octavo

£1,000 - 1,500

€1,400 - 2,100

51

A "ERTEL-WERKE" 3-ROTOR ENIGMA ENCIPHERING MACHINE, MUNICH, CIRCA 1944,

Serial no. 276 stamped in the base substitute rotors I, II, III and reflector with matching serial number A276, standard QWERTY keyboard of 26 keys, white on black backgrounds, battery switch, ebonite Steckerbrett [plugboard] with 10 stecker cables, the rear with printer ports, black metal casing with lid. 11 1/2 x 10 x 5 in (29 x 25.5 x 12.5cm)

£80,000 - 120,000

€110,000 - 170,000



51

Patented by Arthur Scherbius in 1918, the Enigma machine utilizes three interchangeable rotors which scramble plain-text messages and produces a cipher text message which is then sent, generally via Morse code, to a receiving party with an Enigma set up in the same configuration as the sending Enigma. All of the machines could use the interchangeable wheels from any enigma, so to find a matching set of wheels with the same serial number as the Enigma is quite rare. Though the German military was familiar with the Enigma, it was not adopted as their primary cipher device until 1926, when they discovered that all German naval coded messages had been intercepted and read by the British during the latter half of WWI.

It is unknown exactly how many enigma machines were made, but we know that few survived the war. Rather than have the machines fall into enemy hands, they were destroyed by the Germans upon retreat and documents pertaining to their manufacture were burned or in many cases simply lost. On top of this, Churchill ordered all Enigma machines to be destroyed at the end of the war, so few machines remain intact.

This example of the three rotor enigma machine was used principally by the army (Wehrmacht), and was their favoured enciphering device. British attempts to break the German Military Enigma code were fruitless for years. The breakthrough eventually came after the creation of the famous British code breaking centre Bletchley Park. Using the technology transferred to them from the brilliant Polish code breaking team, as well as documents supplied by the French Intelligence from a German spy, the great Alan Turing, along with Knox, Foss and many others were able to break the Enigma code and deal with changes over time, shortening the war by an estimated two years, and saving countless lives.

52



52

A RARE FOUR-ROTOR M4 ENIGMA CIPHER MACHINE, GERMAN, CIRCA 1944,

*No. 10199, as stamped on the bedplate and numbered on plate applied to the lid interior, three aluminium rotors I, II and IV numbered M7266, M16008 and M18334 respectively, rotor and C reflector, lampboard display, QWERTY keyboard, in grey and black painted metal case, plug board in the front with patch and single lead, two spare patch leads in lid together with a coloured glare screen, stenciled in red on the inner lid *Marineoberkommando in Norwegen - Druckschriftenverwaltung* (Navy High Command in Norway - Instructions -) in oak case with metal carrying case, the machine 12 x 10 x 5in (30.5 x 25.5 x 12.8cm)*

€80,000 - 120,000
€110,000 - 170,000

Anyone who has seen the film 'The Imitation Game' will know the story of how the staff and Bletchley Park cracked the German Army three rotor Enigma however this more complicated M4 four rotor Enigma presented the team with a more difficult problem. As the operators had a choice of eight scramblers rather than five. Also with the reflector – the standard reflector was fixed while in this example the reflector could be fixed in any one of 26 orientations hence the number of possible keys was increased by a factor of 26.

The German Navy were gaining an upper hand in the Battle of the Atlantic and Admiral Karl Donitz has developed a highly effective two-stage strategy for naval warfare which begun with his U-boats spreading out and scouring the Atlantic for Allied convoys. Once found, it would then call other U-boats to the scene and the attack would only commence once a large pack of U-boats were present. For this strategy it was imperative for the German Navy to have secure communications which was provided by this Enigma.

Between June 1940 and June 1941 The Allies lost on average 50 ships per month and unless these losses could be drastically reduced Britain

was in danger of losing the Battle of the Atlantic and subsequently, the war. Churchill later wrote:
"Amid the torrent of violent events one anxiety reigned supreme. Battles might be won or lost, enterprises might succeed or miscarry, territories might be gained or quitted, but dominating all, our power to carry on war, or even keep ourselves alive, lay in our mastery of the ocean routes and the free approach and entry to our ports."
So the pressure was on for the team at Bletchley to be able to crack the M4 Enigma.

The simplest strategy for cracking the naval enigma was to capture the German code books. Several plans were made including one devised by Ian Fleming, creator of James Bond and then working for Naval Intelligence involving crashing a captured bomber in the English Channel near a German ship. The ship would then approach the plane to rescue their colleagues and the British crew would then board the ship, capture the crew and steal the code books. This plan eventually came to nothing and the books were eventually captured during daring raids on U-boats and German weather ships.

These documents gave Bletchley the means to bring an end to German naval intelligence blackout and they could then pinpoint the location of U-boats and convoys could be steered pass the enemy. British destroyers could even go on the offensive, seeking out and sinking U-boats.

It was imperative that the German High Command never suspected that the system had been cracked as if they had, they would upgrade the machines and once again Bletchley would be back to square one. So the information had to be used very carefully.

The Naval M4 Enigma machines were made in much smaller quantities than the 3 rotor Army examples and in addition, the majority of these were lost when either when the ships and boats were sunk in combat or scuttled by their crews at the end of the war.



53



55



54



56

53

A 232CB RED BAKELITE TELEPHONE,
impressed mark FHR56/2, the red telephone with dial above exchange drawer, with matching red braid and receiver.

£800 - 1,200
€1,100 - 1,700

54

A 232L IVORY COLOURED BAKELITE TELEPHONE,
impressed mark S56/2, the ivory coloured telephone with dial above exchange drawer, with matching ivory coloured braid to junction box and receiver.

£500 - 700
€690 - 960

55

A 238F IVORY COLOURED BAKELITE TELEPHONE,
impressed mark S53/2A, the ivory coloured telephone with dial above exchange drawer, with braid and matching receiver.

£250 - 300
€340 - 410

56

A 232F GREEN BAKELITE TELEPHONE,
impressed mark S55/2, the telephone with dial above exchange drawer, one matching braid and receiver and another detached braid.

£3,000 - 4,000
€4,100 - 5,500



57



57 (detail)

57 W

A THOMAS SHORT 5 INCH BRASS REFLECTING TELESCOPE ON STAND, ENGLISH, CIRCA 1770,

Signed THOMAS SHORT, LONDON, 265/1365 = 18, the tube with star finder mounted in parallel, focusing to the secondary reflector by long shank and screw raised on bracket above racked arc with altitude and azimuth slow-motion adjustment, on column above folding tripod base. Length of tube 24 ins (61cm)

£2,000 - 3,000
€2,800 - 4,100

58

A DOLLOND 1 1/2-INCH BRASS REFRACTING TELESCOPE, ENGLISH, EARLY 19TH CENTURY,

Signed Dollond London Day or Night, single brass draw, mahogany bound tube and cap to objective, when closed 20 1/2in (50cm) long

£300 - 400
€410 - 550



58



59

AN EDWARD NAIRNE 5/8 INCH BRASS MAHOGANY REFRACTING TELESCOPE, ENGLISH, CIRCA 1870,

Signed on the dust caps Nairne, London, the tapering octagonal sectioned tube with single drawer. Length when closed 38 ins (97cm)

£400 - 600

€550 - 830

60

A GEORGE ADAMS SENIOR 2 1/2-INCH BRASS GREGORIAN REFRACTING TELESCOPE, ENGLISH, MID 18TH CENTURY,

Signed Made by GEO ADAMS at TYCHO BRAHE'S HEAD in Fleet Street LONDON, the tube applied with hand marbled covering, focusing to the secondary reflector by long shank and screw, supported by a bracket and two butterfly-wing nuts above column and folding tripod base, in fitted stained oak case, length of tube 14in (38cm) long

£2,500 - 3,500

€3,400 - 4,800

61^W

A 4 1/2 INCH J. LANCASTER & SON BRASS REFRACTING TELESCOPE ON STAND, ENGLISH, LATE 19TH CENTURY,

the tube with star finder mounted in parallel supported on bracket above folding stand in mahogany case, with three oculars and other accessories. Length of tube 59 ins (150cm)

£600 - 800

€830 - 1,100



59



62

62
**A SMALL PADDLE WHEEL
KALEIDOSCOPE, ENGLISH, CIRCA 1900,**
the brass mounted tube with revolving disc
objective on turned wood stand. 12 ins
(30.5cm) high

£500 - 800
€690 - 1,100



64

64
**A LARGE PADDLE WHEEL
KALEIDOSCOPE, ENGLISH, CIRCA 1900,**
the brass mounted tube with revolving disc
objective on turned wood stand. 14 ins
(36cm) high

£500 - 800
€690 - 1,100

63
**A WILLIAM CARY 2-INCH GILT BRASS
REFRACTING TELESCOPE, ENGLISH,
EARLY 19TH CENTURY,**
*Signed on the draw CARY LONDON, with five
gilt brass draws, red Morocco bound tube
with mounts engraved with leaf and flower
swags (objective lens chipped), extended
length 38in (97cm)*

£400 - 600
€550 - 830



63



66



67



68



65

65

A SUNSHINE RECORDER ENGLISH, 20TH CENTURY,

the spherical glass lens mounted in anodised brass mount with arc for sunshine recording cards to be inserted. On oak base. 10 1/2in (26.5cm) high

£300 - 400

€410 - 550

66

A W & S JONES BRASS UNIVERSAL EQUINOCTIAL DIAL, ENGLISH, CIRCA 1800,

Signed W & S Jones, 30 Holborn, LONDON, the silvered compass rose inset with two bubble levels, hinged hour ring, latitude arc and gnomon, raised on three levelling screws, in shaped mahogany case, the dial 5in (12.5cm) wide

£500 - 600

€690 - 830

67

A BEILBY BRASS HORIZONTAL SUNDIAL, ENGLISH, LATE 18TH CENTURY,

with printed compass rose, brass hour ring and hinged gnomon in mahogany case with hinged lid, 5 1/4 ins (13.5cm) wide

£300 - 400

€410 - 550

68

A SECTOR AND TWO RING DIALS,

comprising; a small poke brass dial, a ring dial signed 'Luigi Pippa, Milano 1982', 6 ins (15cm) diameter and a brass sector. (3)

£400 - 600

€550 - 830

69



69

A GEORGE ADAMS SENIOR BRASS RING DIAL, ENGLISH, CIRCA 1770,

Signed Made by G. ADAMS in Fleet Street, LONDON, complete with suspension loop sliding over a latitude scale and scale for determining solar altitude and zenith distances on the meridian ring, the equatorial ring engraved with hour scale and bridge with pin-hole moving over calendar, zodiac and declination scales, on modern Perspex stand, 6ins (15cm) diameter

£2,500 - 3,500

€3,400 - 4,800

70 Y Φ

A JACQUES SENECALE IVORY DIEP MAGNETIC AZIMUTH DIAL, FRENCH, CIRCA 1660,

the upper outer dial numbered clockwise 1-12, 1-12, (pin gnomon missing). The inner upper face with silver lunar volvelle and stamped hour scales. The lower inner face with magnetic azimuth dial, lacking needle, silver elliptical scale with Roman hour numerals printed compass card and table of latitudes, lacking glass cover. The lower outer face with silver volvelle and perpetual calendar signed 'Jacques Senecal a diep fecit'. 2 1/3 ins (6.2cm) square

£1,200 - 1,800

€1,700 - 2,500



70

71



74



71 Y Φ

A DECORATIVE BONE HOUR GLASS, PROBABLY FRENCH, 19TH CENTURY,

the waisted glass with silk and twine binding, six turned ivory columns base and top carved with sunflower motifs, 7 1/2 ins (19cm) high

£1,500 - 2,000

€2,100 - 2,800

72

A HEATH & CO BELL-FRAMED SEXTANT, ENGLISH, LATE 19TH CENTURY,

with silver scale and veneer magnifier and two sets of coloured filters in mahogany case with Kew Observatory certificate and three telescopes. 6 ins (15cm) radius

£400 - 600

€550 - 830

73

THREE SCIENTIFIC INSTRUMENTS,

comprising; a glass prism on stand signed 'Huntley, London', a replica gilt-brass quadrant dated 1759 with list of European cities and their latitudes, and a magnetic compass from the base of a table globe. (3)

£300 - 500

€410 - 690

74

A WALL MOUNTED SAND HALF-HOUR GLASS, PROBABLY FRENCH, EARLY 19TH CENTURY,

the waisted glass with silk and twine binding in walnut frame with mounting aperture in one of the four columns, 7 1/2 ins (19cm) high

£600 - 800

€830 - 1,100

72



73

75



75 Y Φ

A FINE GEORGE ADAMS SENIOR MAHOGANY AND BRASS HADLEY'S QUADRANT OR OCTANT, ENGLISH, DATED 1767,
*Signed on ivory maker's plaque, G*ADAMS Mathl.Instt.Maker to his MAJESTY Fleet Street LONDON, Saml.Clark 1767, Saml.Clark 1767,*
 with boxwood transversal scale from 0-90 degrees, twice, reading to two minutes by using the brass fiducial edge at the end of the index arm, mahogany frame with index arm, clamping screw, one set of three interchangeable glass shades, sight vane with two pinholes, adjustments to the two horizon glasses by levers, wing nuts and clamping screws, 18in (46cm) radius

£5,000 - 8,000
 €6,900 - 11,000

Samuel Clark as engraved on the ivory plaque, might well refer to the teacher of mathematics who published "The British Gauger: or trader's and officer's instructor" in 1761. Clark gave a certificate of accuracy to William Flower's sliding rules.

Literature

E.G.R.Taylor, *The Mathematical Practitioners of Tudor and Stuart England*, Cambridge, 1967, p. 257





76



79

76

A JACQUES CANIVET BRASS GRAPHOMETER, FRENCH, DATED 1764,

Signed Canivet a La Sphere a Paris 1764, the pierced half circle with double 180 degree scale, compass rose with engraved cardinal points, alidade and open sights, 10in (25.5cm) wide

£800 - 1,200
€1,100 - 1,700

77

A NERGETTI & ZAMBA SURVEYING COMPASS, ENGLISH, LATE 19TH CENTURY,

Signed Negretti & Zamba, London, the compass rose engraved with four quadrants and cardinal points with one fixed arm with folding sights and bubble level, the other similar swing through 180 degree arc. Engraved with linear and non-linear scales. 12 ins (30.5cm) long

£400 - 600
€550 - 830

78

A RARE ELECTRUM AND BOXWOOD GLOVER'S PATENT SURVEYING SECTOR, GERMAN, CIRCA 1840,

Signed D. MOUCH, COLOGNE, engraved on both sides with linear and non-linear scales and ready reckoners complete with bubble levels trough compass and concealed thermometers (missing main speculum mirror from central circle and set square). 6 ins (15cm) radius

£600 - 800
€830 - 1,100

Patented by Frederick Robert Augustus Glover on 2nd November 1839. No. 8256. This instrument was manufactured by D. Mouch of Cologne whilst Glover was the chaplain to the British consul in Cologne.

79

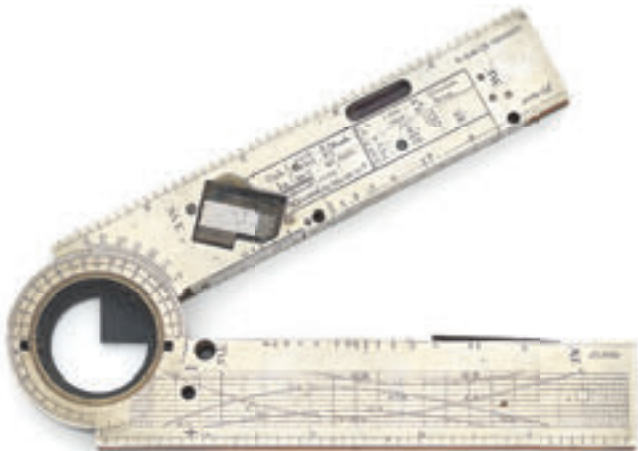
A JEAN-FRANCOIS RICHER SURVEYING COMPASS, EARLY 19TH CENTURY,

with mahogany case with sliding lid opening to bubble level and magnetic compass mounted at the side with vertical circle of degrees and telescope raised on brass column and four feet. 11 ins (28cm) high

£400 - 600
€550 - 830



77



78

80



80 Y Φ

A DENTON'S PATENT CANAL LEVEL, ENGLISH, MID-19TH CENTURY,

Signed W & S Jones, 30 Holborn London, the mahogany A-frame with brass sight and sliding pinhole moving over boxwood scale, plum bob and brass fittings. 58 ins (147cm) long

£500 - 700

€690 - 960

81

A RARE GEORGE ADAMS SENIOR BRASS AND MAHOGANY WAYWISER, ENGLISH, CIRCA 1760,

Signed on the dial Made by GEO. ADAMS in Fleet Street London Instrumt. Makr. to his Royal Highness GEORGE PRINCE OF WALES, the spoked brass wheel with iron type, silvered brass dial measuring in links, poles, furlongs and miles, mounted on a turned mahogany long handle, diameter of wheel, 6in (15cm), overall length 44in (112cm)

£3,500 - 4,500

€4,800 - 6,200

George Adams's appointment as Mathematical Instrument Makers to the Prince of Wales lasted from the end of 1756 to the prince's accession to the throne at King George III in October 1760

82

A GEORGE ADAMS BRASS AND STEEL GUNNER'S PERPENDICULAR, ENGLISH, CIRCA 1790,

Signed Made by GEO ADAMS in Fleet Street London Instrumt. Maker to the Prince of Wales, with blued steel pointer, brass frame with steel tips and bobble level, in original shaped fish skin covered wood case, 4 3/4in (12cm) high

£1,000 - 1,500

€1,400 - 2,100

A similar Adams perpendicular in case belongs to the Museum of the History of science Oxford Inventory No. 51485.

See: John R Millburn, *Adams of Fleet Street, Instrument Maker to King George III*, pl. 10.9



81



82



83



84

83

THREE MARITIME INSTRUMENTS, 20TH CENTURY,

Comprising; a pelorus or 'course corrector' in pine case, a patent propeller petrometer, and a Chapman Hunter pitchometer by H. Hughes & Sons Ltd, in fitted case. (3)

£500 - 700

€690 - 960

84

A RARE SCHMIDT & ZIEGLER ANEROID BAROCYCLOMETER OR TYPHOON BAROMETER, DESIGNED BY JOSE ALGUE DIRECTOR OF MANILA OBSERVATORY, PHILIPPINES, EARLY 20TH CENTURY,

with silvered scale and adjustable outer scale annotated for the Northern hemisphere, complete with pressure readings for different seasons and typhoon predictions in light mahogany case. 11 ins (28cm) diameter

£500 - 700

€690 - 960

This instrument was the result of a collaboration between two successive Jesuit Priest directors of the Manila Observatory, Federico Faura and Joe Algue. In an aim to predict the devastating typhoons which took many lives each year in the Philippines Faura published a paper 'Senales Precursoras de un Temporal' in 1882. From here he went onto develop the 'Faura' pattern barometer where he used a carefully devised scale to predict the proximity of a typhoon to rather a high degree of accuracy.

In 1897 Jose Algue succeeded Faura by undertaking further research where he devised a method of forecasting the direction from which a typhoon would approach. As a result he developed his 'cyclonometer' or 'wind disc' which incorporated both instruments in one, and was soon known as a 'baroclonometer' for use in the Northern hemisphere in order to assist in the prediction of hurricanes and Atlantic storms.

By 1913 Algue had visited New York and Washington where it was agreed a model would be made in Germany for trial onboard Connecticut flagship or Rear Admiral Osterhaus - Commander of the Atlantic Squadron for U.S Navy.



83



85

85

A BRASS THEODOLITE, EUROPEAN, EARLY 17TH CENTURY,
the telescope mounted on raked arc with altitude scale on the side
above horizontal circle of degrees, two gilded wooden columns and
hand-drawn compass rose on a rectangular base. 14 x 12 ins (36 x
30.5cm)

£1,200 - 1,800
€1,700 - 2,500

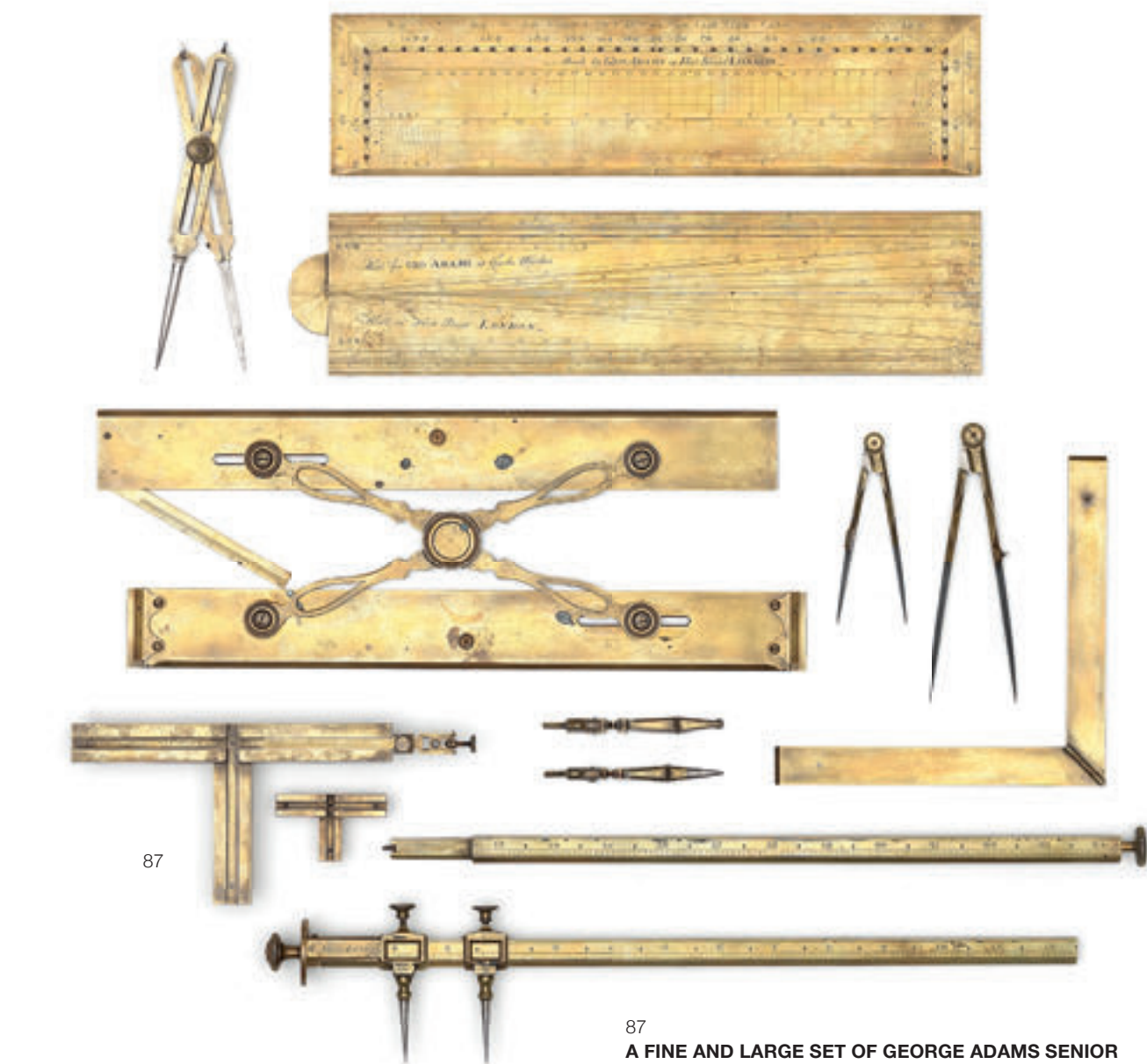
86

**A TROUGHTON & SIMMS TRANSIT THEODOLITE ENGLISH,
EARLY 20TH CENTURY,**
complete with horizontal and vertical circles of degrees with verniers
and magnifiers in anodised brass casing raised on three levelling
screws in fitted mahogany case with accessories, 19 ins (48cm) high

£400 - 600
€550 - 830



86



87



87 (detail)

87

**A FINE AND LARGE SET OF GEORGE ADAMS SENIOR
DRAWING INSTRUMENTS IN WALNUT CASE, ENGLISH, MID
18TH CENTURY,**

Signed on several instruments, the sector signed Made by GEO ADAMS at Tycho Brahe's Head in Fleet Street, LONDON, the walnut veneered case with hinged lid opening to velvet lined fitted interior with inner velvet cover, 12 in radius sector, protractor, rule and parallel rule with scissor action, set square, semi elliptical trammel, 24 inch brass beam compass dividing in two, two proportional compasses, small, medium and large pairs of compasses, dividers and various ink pens and accessories, the case, 10 x 16 x 3 1/2 ins (25.5 x 40.5 x 9cm)

£12,000 - 18,000

€17,000 - 25,000

George Adams was one of the best known and respected scientific instrument makers in the 18th century. King George III appointed Adams to be his Mathematical Instrument Maker in 1760 and about 1/5 of the Royal Collection now housed in the Science Museum was supplied by Adams.

Literature

*'Adams of Fleet Street', by John R Milburn, Ashgate, 2000
'Public & Private Science. The King George III Collection'. Oxford University Press, 1993.*



87



88



91



88

AN ATTRACTIVE HEATH & WING BRASS PARALLEL RULER, ENGLISH, CIRCA 1765,

Signed Heath & Wing, London, with scissor action hinges, engraved on the observe with double 180 degree scale, the reverse with engraved linear and non-linear scales, 4 3/4in (12cm wide)

£800 - 1,200

€1,100 - 1,700

89

ENGINEERING AND DRAWING INSTRUMENTS

comprising a Dollond camera 'Lucida' in case, a beam compass in case, a brass parallel ruler in case, and a Millwright's level in case, (4)

£200 - 300

€280 - 410

90

A CHARLES SCHMALCALDER BRASS CIRCULAR PROTRACTOR, ENGLISH, 1810-1826,

Signed Schmalcalder, 82 Strand, LONDON, the cross-bar engraved with both linear and non-linear scales with sprung prickers at either end, adjusted by rack and pinion, in original fitted mahogany case, cross bar 12 1/4in (31cm) wide; circle 7 in (18cm) diameter

£300 - 400

€410 - 550

91

TWO SURVEYING INSTRUMENTS, LATE 18TH CENTURY,

comprising a pair of brass and steel proportional dividers in fitted case, and a box compass in mahogany case with sliding lid, signed on the printed compass rose *Christoph Scalvino, Milan*. The larger 7 1/2 ins (19cm) wide

£250 - 350

€340 - 480



89



90



93

92 ^{W Y Φ}

AN A. GAVARD PANTOGRAPH, FRENCH, CIRCA 1840,

the ebony armatures with brass fittings and ivory wheels in fitted case with trade label, instructions and accessories. 25 1/2 ins (65cm) long

£600 - 800

€830 - 1,100

93

AN ANTHONY DU CHAFFAT BRASS PROTRACTOR, GERMAN, DATED 1722,

Signed A. du Chaffat, de la ville d'Ulm, Ingenieur lieute. fecit anno 1722, the semi-circular protractor with hinged arm moving over three engraved scales. 4 1/8 ins (10.5cm) wide

£600 - 800

€830 - 1,100

94

A SPENCER & PERKINS BRASS PEDOMETER, ENGLISH, CIRCA 1800,

Signed Spencer & Perkins, London, the white enamel dial with two subsidiary dials measuring paces miles and 12 miles 2 3/8 ins (6cm) diameter

£600 - 800

€830 - 1,100

95 ^{Y Φ}

A LE REBOURS & SECRETAN PANTOGRAPH, FRENCH, MID-19TH CENTURY,

complete with ebony armatures brass fittings and accessories in mahogany case with trade label. 35 1/5 ins (90cm) wide

£600 - 800

€830 - 1,100



92



94



95



96

96

A NEWTON'S 3-INCH POCKET GLOBE, ENGLISH, 1830-1838,

printed NEWTON'S New & Improved TERRESTRIAL GLOBE Published by Newton Son & Berry 66 Chancery Lane LONDON, with hand coloured and printed gores (sections of lacquer missing) in pocket case with printed celestial sphere gores applied to the interior, 3 1/2in (9cm) diameter

£1,200 - 1,800

€1,700 - 2,500

97

SURVEYING AND ENGINEERING TOOLS,

comprising a steam pressure gage by the Ashcroft Manufacturing Company, USA, in case, an A. E. Watts & son clinometer in case, and a Le Febure clinometer in case, (3)

£200 - 300

€280 - 410

98 Y Φ

SURVEYING AND NAVIGATIONAL INSTRUMENTS,

Comprising; a Spencer Browning & Rust ebony octant with ivory scale, peep-hole eye-piece and brass index arm, 11 ins (28cm) radius. Together with a brass 20th century theodolite with altitude and azimuth scales, the telescope 15 ins (38cm) long. (2)

£400 - 600

€550 - 830

99 Y Φ

RULES AND DRAWINGS INSTRUMENTS, 19TH CENTURY,

Comprising: a large and small folding ivory folding rulers, an ivory sector and a large pair of brass and steel dividers, 9ins (20.3cm) radius (4)

£250 - 350

€340 - 480



97



98



99



100

100

A SMALL BRASS COPY OF A 16TH CENTURY OTTOMAN ASTROLABE,

complete with suspension ring, mater, alidade with sighting vanes, three plates and rete, 3 3/4in (9.5cm) diameter

£600 - 900

€830 - 1,200

The original, of which the present instrument is copy, was made for the Sultan Bayazid II (ruled AH 886-918[CE 1481-1512]) by al-Ahmar al-Nujūmī al-Rūmī in AH. 911 [CE 1505/06]. It was sold in Sotheby's Arts of the Islamic World, sale 8 October 2014 lot 135.

This copy although extremely similar is not identical with the original. The kufic lettering of the present astrolabe is less firmly engraved, lighter in body and rather spidery, with less pronounced 'serifs' than that employed on the Sotheby instrument. This did not have a full latitude plate engraved on the mater, only the base circles. The thrones of the two instruments differ slightly in profile, as do the chamfered ends of the alidade. A more noticeable difference is the placing of the commission inscription in a rectangular frame rather than in the circle employed on the Sotheby's astrolabe. Although in general competently executed, the present instrument has some unevenness in the divisions, occasional slippage of the burin and, more crucially, mistakes in the inscriptions.

101

A DECORATIVE BRASS ASTROLABE-STYLE INSTRUMENT, MODERN,

complete with metre rete and four plates, decorated overall with scales signs, stars and leaf decoration. 6 1/2 ins (16.5cm) diameter

£400 - 600

€550 - 830



100



101



102



102

102

A FINE GILT BRASS COMBINED NOCTURNAL AND VERTICAL SUNDIAL, FRENCH, CIRCA 1600.

the central plate with double stage engraved handle, cut from the same piece of metal, in the form of a waisted urn to the top of which the suspension ring is attached, the whole being carried by double curved supporters. The obverse with two rotatable discs and pointer, the circumference of the plate divided with a month scale reading to approximately 4½ days, the outer date scale indicated by initials, a lower rotatable disc with teeth for thirteen of the hours, lunar age scale numbered 1-29, upper rotatable disc with circular aperture to display phases of the moon, decorated and shaped pointer, the reverse with vertical plate sundial with date and hour scales, rotatable arm with hinged pin gnomon, 3 x 1 3/8in (7.7 x 3.5cm)

£3,000 - 4,000

€4,100 - 5,500

103

A J & W NEWTON 6-INCH TERRESTRIAL GLOBE ON STAND, ENGLISH, PUBLISHED 1818,

printed cartouche A NEW TERRESTRIAL GLOBE according to the latest Discoveries Manufactured by J & W Newton, 66 Chancery Lane, LONDON, the globe in brass meridian, in horizon ring raised on tripod stand with stretcher, 9 1/2ins (24cm) high

£500 - 700

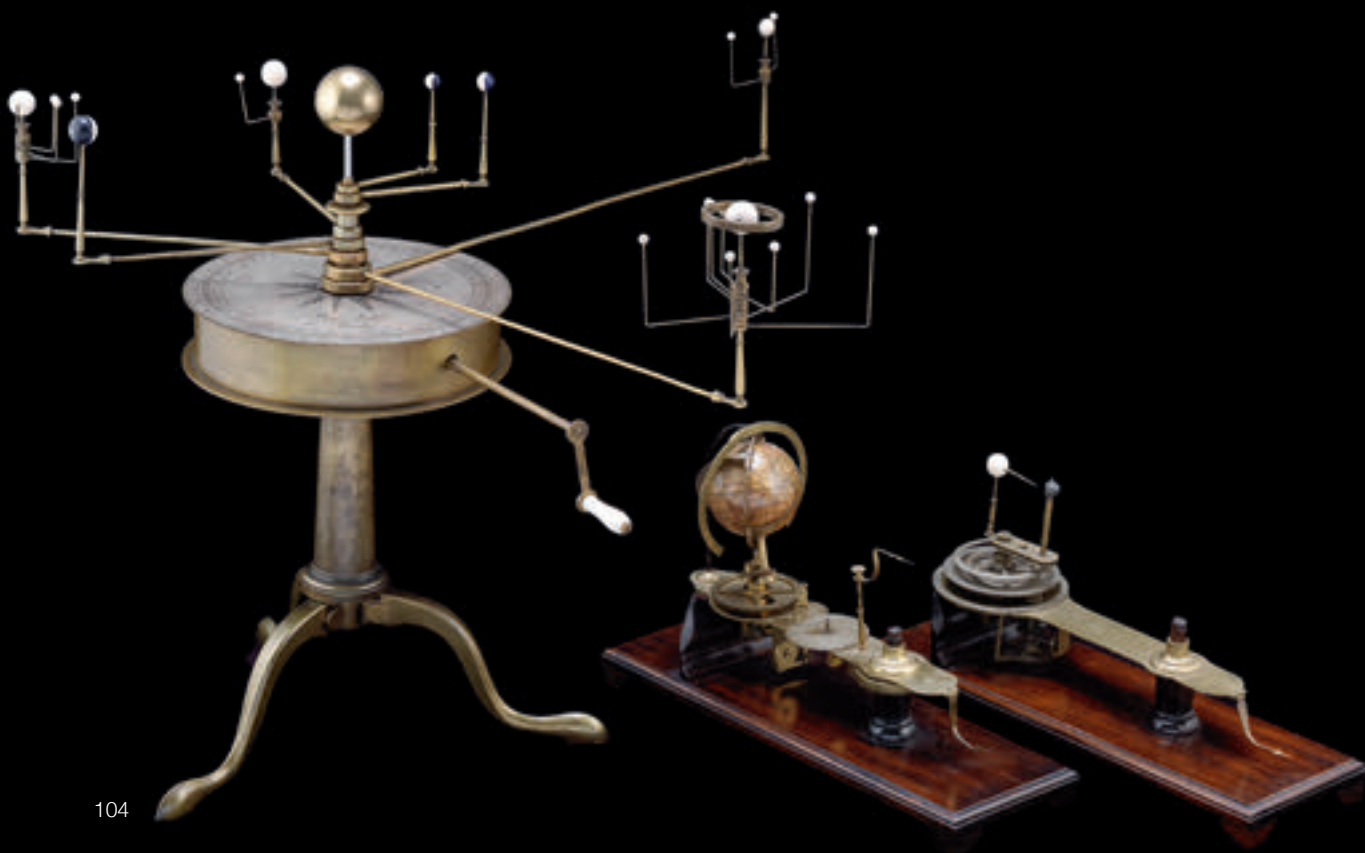
€690 - 960



103



103 (detail)



104

104 Y Φ

A RARE MATTHEW BERGE BRASS COMBINED PLANETARIUM, LUNARIUM AND TELLURIUM, ENGLISH, CIRCA 1800,

*Signed Berge London late Ramsden, the geared mechanism contained in brass drum case with silvered brass top engraved with calendar and zodiac scales and compass point star, the ivory planets portrayed are Mercury, Venus, Earth with Moon, Mars, Jupiter with four moons, Saturn with ring and eight moons and Uranus with two moons, centred by brass model of the Sun (some planets replaced) winding handle at the side and raised on tapering column and folding tripod base, 19in (48cm) high; together with a tellurium attachment with 2 1/2-inch diameter terrestrial globe with cartouche printed *A Correct GLOBE with the new Discoveries* mounted above geared mechanism showing the movement of the Earth around the sun with corresponding day and night indicated on hour scale with pointer, on mahogany stand; and a lunarium attachment demonstrating the motion of the earth and moon around the sun, on mahogany stand.*

£50,000 - 70,000

€69,000 - 96,000

Jesse Ramsden was one of the greatest scientific instrument makers of the eighteenth century and his workshop was the largest in London. He invented the first accurate dividing engine and devised and improved many instruments. When he died in 1800 he left his workshop and his dividing engine to his foreman Matthew Berge in his will. The instruments under construction in the workshop at his death were all signed "Berge late Ramsden" so this instrument must have been completed shortly after 1800. Subsequently all instruments made in the workshop were signed simply "Berge London".

Matthew Berge worked from 199 Piccadilly from the death of Jesse Ramsden in 1800 until 1817.

Literature

Jesse Ramsden (1735-1800), *London's Leading Scientific Instrument Maker*, Anita McConnell.

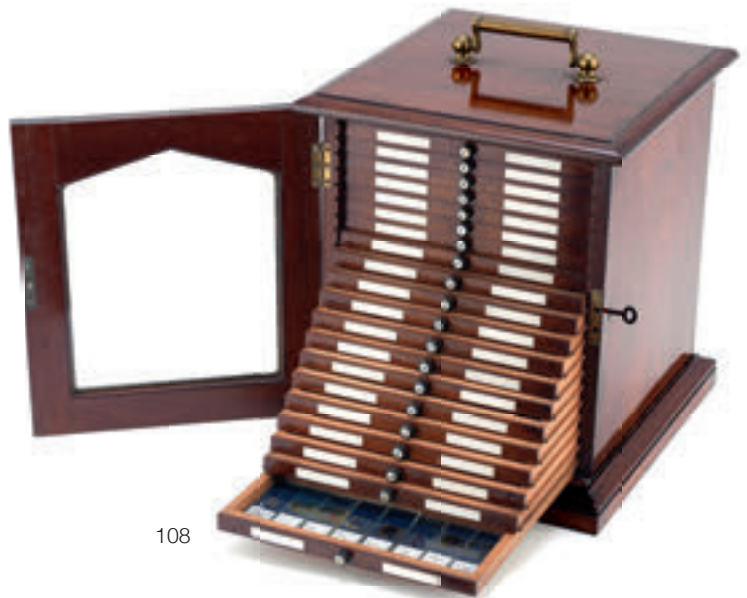


104 (detail)

105



108



105

A BRASS GOULD-TYPE FIELD MICROSCOPE, ENGLISH, MID-19TH CENTURY,

the mahogany case fitted with three objectives, racked column, concave reflector, four sets condenser and slides, in mahogany case, 6 1/4 in (16cm) wide

£400 - 600

€550 - 830

106 ^Y

A MAHOGANY CASE OF MICROSCOPE SPECIMEN SLIDES, LATE 19TH CENTURY,

approximately 130 slides professionally and amateur mounted, in case with hinged lid and front, 8 1/2 in (21.5cm) wide

£300 - 400

€410 - 550

107 ^Y

A COLLECTION OF APPROXIMATELY 130 MICROSCOPE SPECIMEN SLIDES, ENGLISH, 2ND HALF OF THE 19TH CENTURY,

both professionally and amateur mounted including three microphotographs, two by Dancer, in two pine cases each. 8 in (20 cm) wide

£300 - 400

€410 - 550

108 ^Y

A MAHOGANY CASE OF MICROSCOPE SPECIMEN SLIDES, ENGLISH, 19TH CENTURY,

with brass carrying handle, hinged glazed door opening to twenty one drawers of approximately 350 modern and earlier microscope specimen slides including those prepared by *E. Thum, Leipzig, Institut fur Mikroskopie*, 14 in (36cm) high

£700 - 900

€960 - 1,200

106

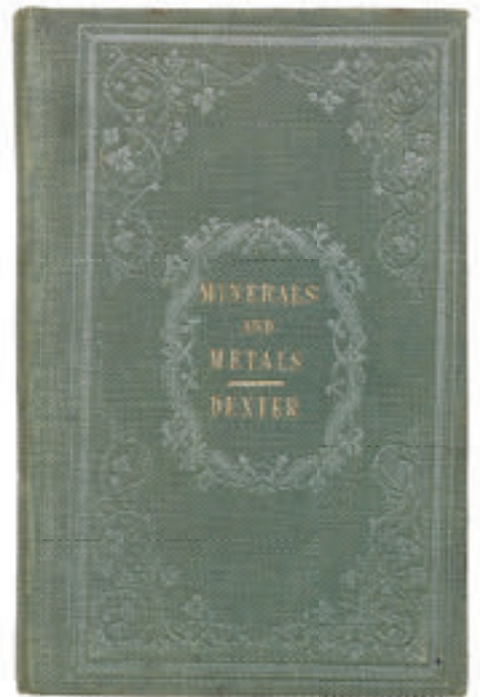


107





109



109

109 Y Φ

A THOMAS E. DEXTER PORTABLE MUSEUM OF NATURAL SUBSTANCES, ENGLISH, CIRCA 1875,

the mahogany cabinet with recessed brass carrying handle and hinged doors at the front opening to six drawers of specimens of minerals, metals, animal specimens and man-made articles, two labels on the inner doors printed *Patronised by Her Majesty. Portable Museum of Natural Substances Raw and Manufactured from the Mineral, Vegetable and Animal Kingdoms Illustrative of the Imports, Exports, Productions & Manufacturers of Great Britain and her Colonies compiled by Thomas E Dexter Royal Military Asylum, Chelsea*, together with an accompanying book *Minerals and Metals* by T. E Dexter and a reprint of *Animal and Vegetable Substances* 17 1/2in (44.5cm) high (3)

£2,000 - 3,000

€2,800 - 4,100

Thomas Dexter describes the cabinet in his preference to *Animal and Vegetable Substances* *The collection will be found invaluable in pointing out the extent and variety of our import and export trade, the source of our commercial greatness, and useful in every branch of that sound and practical education which has for its object the preparation of the Pupil to enact his part in the busy scene of life.*

110

A POWELL & LEALAND COMPOUND MONOCULAR MICROSCOPE, ENGLISH, DATED 1852,

Signed Powell & Lealand 4 Seymour Place, Euston Square, London, with ocular, objective, mechanical stage and sub-stage reflector, on tripod stand, 16in (41cm) high

£500 - 700

€690 - 960



110



111



113



112

111

A CHARLES COLLINS BRASS COMPOUND BINOCULAR MICROSCOPE, ENGLISH, CIRCA 1870,

Signed Charles Collins, Optician, 157 Gt. Portland St. London, with rack and pinion and lever and screw focusing, mechanical stage with sub-stage condenser with adjustable diaphragm and plano/concave mirror below, in mahogany case with nine oculars, seven objectives, two Lieberkuhns, stage condenser and parabolic reflector and various sub-stage accessories, together with three boxes of slides and eight books on the microscope and natural history, instrument 17in (43cm) high (qty)

£1,000 - 1,500

€1,400 - 2,100

112

A CHARLES COLLINS BRASS COMPOUND BINOCULAR MICROSCOPE, ENGLISH, CIRCA 1880,

Signed C. Collins Optician 157 Gt. Portland St., London, with rack and pinion focusing, mechanical stage and plano/concave reflector, in mahogany case with two oculars, three objectives, bench condenser and polariser, the microscope 16in (41cm) high

£600 - 900

€830 - 1,200

113

A DOLLOND CUFF-TYPE COMPOUND MICROSCOPE, ENGLISH, LATE 18TH CENTURY,

Signed on the stage Dollond London, of standard Cuff design with spring slide holder on the stage, on mahogany base (lacking lower base and drawer of accessories) 13in (33cm) high

£400 - 600

€550 - 830



114

114^W

A FINE ANDREW ROSS COMPOUND MONOCULAR MICROSCOPE NO. 1, ENGLISH, MID-19TH CENTURY,

Signed on the foot, A. ROSS, LONDON, 579, focusing by rack and pinion, fine focusing by lever and calibrated screw, mechanical stage with sub-stage rotating condenser and large plano / concave mirror below 20 ins (51 cm) high, in mahogany case, with three Beck-Steinheil Orthostigma objectives, analyser, polariser, wheel of stocks, stage forceps, four oculars, Ross objectives including; 1/8in (2), 1/4in (2), 1/2in, 2/3in, 1 in, 1 1/2in, 2in, 3in, 4in, 5in, together with slide preparation apparatus and two bench condensers and other accessories. The case 23 ins (59cm) high

£5,000 - 8,000
€6,900 - 11,000

115^Y

A FINE COLLECTION OF APPROX 500 MICROSCOPE SPECIMEN SLIDES, ENGLISH, THIRD QUARTER OF 19TH CENTURY,

Comprising; predominantly professionally prepared slides by such makers as; Richard Suter, W. Watson & Son, Norman, C. M. Topping. Contained in a W. & Watson & sons mahogany slide cabinet with glazed door at the front and separate small mahogany case. *The larger 16 ins (41cm) high*

£4,000 - 6,000
€5,500 - 8,300

This collection of slides has been consigned by the same owner as the Andrew Ross microscope, lot 114



115



116



116 (detail)

116

A GEORGE ADAMS SENIOR CUFF-TYPE COMPOUND MICROSCOPE, ENGLISH, 1756-1760,

Signed Made by GEO: ADAMS Inst: Maker to the Prince of WALES, of standard Cuff format with focusing numbers engraved on the fixed upright column, cruciform shaped stage mounted with sprung slide holder and with concave reflector below, on mahogany base with drawer fitted with six numbered objectives, lieberkuhn, stage condenser and live box, in mahogany case with brass carrying handle and drawer with a number of bone mounted slides, out of case, the instrument 13 1/2in (34cm) high

£3,500 - 4,500

€4,800 - 6,200

George Adams's appointment as Mathematical Instrument Makers to the Prince of Wales lasted from the end of 1756 to the prince's accession to the throne at King George III in October 1760.

End of Sale

**RICHARD ATTENBOROUGH:
A LIFE BOTH SIDES OF THE
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Wednesday 21 October 2015
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£400,000 - 500,000**

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TRAVEL AND EXPLORATION

Tuesday 3 November 2015
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**MICHEL JEAN CAZABON
(1813-1888)**

Landscape with figures
and horse, Trinidad
watercolour (detail)
£7,000 - 9,000

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NOTICE TO BIDDERS

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

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

1. OUR ROLE

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

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

2. LOTS

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

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

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

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

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

Estimates

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

Condition Reports

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

The Seller’s responsibility to you

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

Bonhams’ responsibility to you

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

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

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

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams’* behalf which is in any way descriptive of any *Lot*

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

Alterations

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

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

4. CONDUCT OF THE SALE

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

5. BIDDING

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

Bidding in person

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

Bidding by telephone

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

Bidding by post or fax

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

Bidding via the internet

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

Bidding through an agent

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

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

require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

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

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

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

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

25% up to £50,000 of the *Hammer Price*
20% from £50,001 to £1,000,000 of the *Hammer Price*
12% from £1,000,001 of the *Hammer Price*

The *Buyer's premium* is payable for the services to be provided by *Bonhams* in the *Buyer's Agreement* which is contained in the *Catalogue* for this *Sale* and for the opportunity to bid for the *Lot* at the *Sale*.

On certain *Lots*, which will be marked "AR" in the *Catalogue* and which are sold for a *Hammer Price* of €1,000 or greater (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*), the *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to the payment of royalties under the Artists Resale Right Regulations 2006. The *Additional Premium* will be a percentage of the amount of the *Hammer Price* calculated in accordance with the table below, and shall not exceed €12,500 (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).

<i>Hammer Price</i>	Percentage amount
From €0 to €50,000	4%
From €50,000.01 to €200,000	3%
From €200,000.01 to €350,000	1%
From €350,000.01 to €500,000	0.5%
Exceeding €500,000	0.25%

8. VAT

The prevailing rate of VAT at the time of going to press is 20%, but this is subject to government change and the rate payable will be the rate in force on the date of the *Sale*.

The following symbols are used to denote that VAT is due on the *Hammer Price* and *Buyer's Premium*:

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

- G Gold bullion exempt from VAT on the *Hammer Price* and subject to VAT at the prevailing rate on the *Buyer's Premium*
- Zero rated for VAT, no VAT will be added to the *Hammer Price* or the *Buyer's Premium*
- α *Buyers* from within the EU: VAT is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*). *Buyers* from outside the EU: VAT is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a *Buyer*, having registered under a non-EU address, decides that the item is not to be exported from the EU, then he should advise *Bonhams* immediately.

In all other instances no VAT will be charged on the *Hammer Price*, but VAT at the prevailing rate will be added to *Buyer's Premium* which will be invoiced on a VAT inclusive basis.

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus VAT and any other charges and *Expenses* to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the eighth working day after the *Sale*. Unless agreed by us in advance payments made by anyone other than the registered *Buyer* will not be accepted. Payment will have to be by one of the following methods (all cheques should be made payable to Bonhams 1793 Limited). *Bonhams* reserves the right to vary the terms of payment at any time.

Sterling personal cheque drawn on a UK branch of a bank or building society: all cheques must be cleared before you can collect your purchases;

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;

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

Bank: National Westminster Bank Plc
Address: PO Box 4RY
250 Regent Street
London W1A 4RY
Account Name: Bonhams 1793 Limited Trust Account
Account Number: 25563009
Sort Code: 56-00-27
IBAN Number: GB 33 NWBK 560027 25563009

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

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

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.

China UnionPay (CUP) debit cards: No surcharge for using CUP debit cards will apply on the first £100,000 invoiced to a Buyer in any Sale; a 2% surcharge will be made on the balance over £100,000.

10. COLLECTION AND STORAGE

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

11. SHIPPING

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

12. EXPORT/TRADE RESTRICTIONS

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

13. CITES REGULATIONS

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

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

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or

indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist *Stamp* or *Book Sales* only) and 10 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. BOOKS

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

16. CLOCKS AND WATCHES

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

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

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

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

Guns Sold as Parts

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

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the "of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

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

Licensing Requirements

Firearms Act 1968 as amended

Bonhams is constantly reviewing its procedures and would remind you that, in the case of firearms or shotguns subject to certification, to conform with current legislation, *Bonhams* is required to see, as appropriate, your original registered firearms dealer's certificate / shot gun certificate / firearm certificate / museum firearms licence / Section 5 authority or import licence (or details of any exemption from which you may benefit, for instance Crown servant status) for the firearm(s) you have purchased prior to taking full payment of the amount shown on your invoice. Should you not already be in possession of such an authority or exemption, you are required to initially pay a deposit of 95% of the total invoice with the balance of 5% payable on presentation of your valid certificate or licence showing your authority to hold the firearm(s) concerned.

Please be advised that if a successful *Bidder* is then unable to produce the correct paperwork, the *Lot(s)* will be reoffered by *Bonhams* in the next appropriate *Sale*, on standard terms for *Sellers*, and you will be responsible for any loss incurred by *Bonhams* on the original *Sale* to you.

In the case of RFD certificates and Section 5 authorities, we wish to keep an up-to-date copy on file. Please supply us with a Fax or photocopy. It would be helpful if you could send us an updated copy whenever your certificate or authority is renewed or changed.

Lots marked 'S1' and bearing red labels are Section 1 firearms and require a valid British Firearms certificate, RFD Licence or import licence.

Lots marked 'S2' and bearing blue labels are Section 2 firearms and require a valid British Shotgun certificate, RFD licence or import licence.

Lots marked 'S5' and bearing specially marked red labels are Section 5 prohibited firearms and require a valid Section 5 Authority or import licence.

Lots marked with a 'S58' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked *Lots* require no licence.

Please do not hesitate to contact the Modern Sporting Gun Department should you have any queries.

Taxidermy and Related Items

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

18. FURNITURE

Upholstered Furniture

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

19. JEWELLERY

≈ Ruby and Jadeite

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

Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance. *Bidders* should be aware that *Estimates* assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed *Descriptions* of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that *Bonhams* has been given or has obtained certificates for any *Lot* in the *Sale* these certificates will be disclosed in the *Catalogue*. Although, as a matter of policy, *Bonhams* endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each *Lot*. In the event that no certificate is published in the *Catalogue*, *Bidders* should assume that the gemstones may have been treated. Neither *Bonhams* nor the *Seller* accepts any liability for contradictions or differing certificates obtained by *Buyers* on any *Lots* subsequent to the *Sale*.

Estimated Weights

If a stone(s) weight appears within the body of the *Description* in capital letters, the stone(s) has been unmounted and weighed by *Bonhams*. If the weight of the stone(s) is stated to be approximate and does not appear in capital letters, the stone(s) has been assessed by us within its/their settings, and the stated weight is a statement of our opinion only. This information is given as a guide and *Bidders* should satisfy themselves with regard to this information as to its accuracy.

Signatures

1. A diamond brooch, by Kutchinsky

When the maker's name appears in the title, in *Bonhams'* opinion the piece is by that maker.

2. A diamond brooch, signed Kutchinsky

Has a signature that, in *Bonhams'* opinion, is authentic but may contain gemstones that are not original, or the piece may have been altered.

3. A diamond brooch, mounted by Kutchinsky

Has been created by the jeweller, in *Bonhams'* opinion, but using stones or designs supplied by the client.

20. PHOTOGRAPHS

Explanation of *Catalogue* Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of *Catalogue* Terms

The following terms used in the *Catalogue* have the following meanings but are subject to the general provisions relating to *Descriptions* contained in the *Contract for Sale*:

- "Jacopo Bassano": in our opinion a work by the artist. When the artist's forename(s) is not known, a series of asterisks, followed by the surname of the artist, whether preceded by an initial or not, indicates that in our opinion the work is by the artist named;
- "Attributed to Jacopo Bassano": in our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category;
- "Studio/Workshop of Jacopo Bassano": in our opinion a work by an unknown hand in a studio of the artist which may or may not have been executed under the artist's direction;
- "Circle of Jacopo Bassano": in our opinion a work by a hand closely associated with a named artist but not necessarily his pupil;
- "Follower of Jacopo Bassano": in our opinion a work by a painter working in the artist's style, contemporary or nearly contemporary, but not necessarily his pupil;
- "Manner of Jacopo Bassano": in our opinion a work in the style of the artist and of a later date;
- "After Jacopo Bassano": in our opinion, a copy of a known work of the artist;
- "Signed and/or dated and/or inscribed": in our opinion the signature and/or date and/or inscription are from the hand of the artist;
- "Bears a signature and/or date and/or inscription": in our opinion the signature and/or date and/or inscription have been added by another hand.

22. PORCELAIN AND GLASS

Damage and Restoration

For your guidance, in our *Catalogues* we detail, as far as practicable, recorded all significant defects, cracks and restoration. Such practicable *Descriptions* of damage cannot be definitive, and in providing *Condition Reports*, we cannot *Guarantee* that there are no other defects present which have not been mentioned. *Bidders* should satisfy themselves by inspection, as to the condition of each *Lot*. Please see the *Contract for Sale* printed in this *Catalogue*. Because of the difficulty in determining whether an item of glass has been repolished, in our *Catalogues* reference is only made to visible chips and cracks. No mention is made of repolishing, severe or otherwise.

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

When mention is made of a Veteran Car Club Dating Plate or Dating Certificate in this *Catalogue*, it should be borne in mind that the Veteran Car Club of Great Britain using the services of Veteran Car Company Ltd, does from time to time, review cars already dated and, in some instances, where fresh evidence becomes available, the review can result in an alteration of date. Whilst the Club and Veteran Car Company Ltd make every effort to ensure accuracy, the date shown on the Dating Plate or Dating Certificate cannot be guaranteed as correct and intending purchasers should make their own enquiries as to the date of the car.

24. WINE

Lots which are lying under Bond and those liable to VAT may not be available for immediate collection.

Examining the wines

It is occasionally possible to provide a pre-Sale tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details.

It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the *Catalogue* where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

Corks and Ullages

Ullage refers to the space between the base of the cork and the wine. Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as follows:

Under 15 years old – into neck or less than 4cm
15 to 30 years old – top shoulder (ts) or up to 5cm
Over 30 years old – high shoulder (hs) or up to 6cm

It should be noted that ullages may change between publication of the *Catalogue* and the *Sale* and that corks may fail as a result of transporting the wine. We will only accept responsibility for *Descriptions* of condition at the time of publication of the *Catalogue* and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

Options to buy parcels

A parcel is a number of *Lots* of identical size of the same wine, bottle size and *Description*. The *Buyer* of any of these *Lots* has the option to accept some or all of the remaining *Lots* in the parcel at the same price, although such options will be at the *Auctioneer's* sole discretion. Absentee *Bidders* are, therefore, advised to bid on the first *Lot* in a parcel.

Wines in Bond

Wines lying in Bond are marked Δ and VAT is payable by the purchaser, at the standard rate, on the *Hammer Price*, unless the wines are to remain under Bond. *Buyers* requiring their wine to remain in Bond must notify *Bonhams* at the time of the *Sale*. The *Buyer* is then himself responsible for all duty, clearance VAT and other charges that may be payable thereon. All such *Lots* must be transferred or collected within two weeks of the *Sale*.

Buyers outside the UK must be aware that any forwarding agent appointed to export their purchases must have a movement certificate for *Lots* to be released under Bond.

Bottling Details and Case Terms

The following terms used in the *Catalogue* have the following meanings:

CB – Château bottled
DB – Domaine bottled
EstB – Estate bottled
BB – Bordeaux bottled
BE – Belgian bottled
FB – French bottled
GB – German bottled
OB – Oporto bottled
UK – United Kingdom bottled
owc – original wooden case
iwc – individual wooden case
oc – original carton

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- ≈ Please note that as a result of recent legislation ruby and jadeite gem stones of Burmese (Myanmar) origin may not be imported into the US. Rubies and jadeite of non-Burmese origin require certification before import into the US.
- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓢ This lot contains or is made of ivory. The United States Government has banned the import of Ivory into the USA.

•, †, *, G, Ω, α see clause 8, VAT, for details.

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 1

CONTRACT FOR SALE

IMPORTANT: These terms may be changed in advance of the *Sale* of the *Lot* to you, by the setting out of different terms in the *Catalogue* for the *Sale* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale* at the *Sale* venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

Under this contract the *Seller's* liability in respect of the quality of the *Lot*, it's fitness for any purpose and its conformity with any *Description* is limited. You are strongly advised to examine the *Lot* for yourself and/or obtain an independent examination of it before you buy it.

1 THE CONTRACT

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

2 SELLER'S UNDERTAKINGS

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

3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with that part of the *Entry* in the *Catalogue* which is not printed in bold letters, which merely sets out (on the *Seller's* behalf) *Bonhams'* opinion about the *Lot* and which is not part of the *Contractual Description* upon which the *Lot* is sold. Any statement or representation other than that part of the *Entry* referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise, and whether by or on behalf of the *Seller* or *Bonhams* and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.
- 3.2 Except as provided in paragraph 2.1.5, the *Seller* does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by or on behalf of the *Seller* including by *Bonhams*. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

- 4.1 The *Seller* does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the *Lot* or its fitness for any purpose.

- 4.2 The *Seller* will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the *Lot* or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

- 5.1 Risk in the *Lot* passes to you when it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*. The *Seller* will not be responsible thereafter for the *Lot* prior to you collecting it from *Bonhams* or the *Storage Contractor*, with whom you have separate contract(s) as *Buyer*. You will indemnify the *Seller* and keep the *Seller* fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the *Lot* after the fall of the *Auctioneer's* hammer until you obtain full title to it.
- 5.2 Title to the *Lot* remains in and is retained by the *Seller* until the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full to, and received in cleared funds by, *Bonhams*.

6 PAYMENT

- 6.1 Your obligation to pay the *Purchase Price* arises when the *Lot* is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*.
- 6.2 Time will be of the essence in relation to payment of the *Purchase Price* and all other sums payable by you to *Bonhams*. Unless agreed in writing with you by *Bonhams* on the *Seller's* behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to *Bonhams* by you in the currency in which the *Sale* was conducted by not later than 4.30pm on the second working day following the *Sale* and you must ensure that the funds are cleared by the seventh working day after the *Sale*. Payment must be made to *Bonhams* by one of the methods stated in the *Notice to Bidders* unless otherwise agreed with you in writing by *Bonhams*. If you do not pay any sums due in accordance with this paragraph, the *Seller* will have the rights set out in paragraph 8 below.

7 COLLECTION OF THE LOT

- 7.1 Unless otherwise agreed in writing with you by *Bonhams*, the *Lot* will be released to you or to your order only when *Bonhams* has received cleared funds to the amount of the full *Purchase Price* and all other sums owed by you to the *Seller* and to *Bonhams*.
- 7.2 The *Seller* is entitled to withhold possession from you of any other *Lot* he has sold to you at the same or at any other *Sale* and whether currently in *Bonhams'* possession or not until payment in full and in cleared funds of the *Purchase Price* and all other sums due to the *Seller* and/or *Bonhams* in respect of the *Lot*.
- 7.3 You will collect and remove the *Lot* at your own expense from *Bonhams'* custody and/ or control or from the *Storage Contractor's* custody in accordance with *Bonhams'* instructions or requirements.
- 7.4 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 7.5 You will be wholly responsible for any removal, storage or other charges or *Expenses* incurred by the *Seller* if you do not remove the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, *Expenses* and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.

8	FAILURE TO PAY FOR THE LOT	9	THE SELLER'S LIABILITY	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the <i>Auctioneer's</i> hammer in respect of the <i>Lot</i> .	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.2	Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the Sale of Goods Act 1979 or otherwise.	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
8.1.2	to resell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.3	Unless the <i>Seller</i> sells the <i>Lot</i> in the course of a <i>Business</i> and the <i>Buyer</i> buys it as a <i>Consumer</i> ,	10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
8.1.3	to retain possession of the <i>Lot</i> ;	9.3.1	the <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> ;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.4	to remove and store the <i>Lot</i> at your expense;	9.3.2	the <i>Seller</i> will not be liable for any loss of <i>Business</i> , <i>Business</i> profits or revenue or income or for loss of reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	9.3.3	in any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.	10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	9.4	Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.	10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless the <i>Buyer</i> buys the <i>Lot</i> as a <i>Consumer</i> from the <i>Seller</i> selling in the course of a <i>Business</i>) you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;			10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;			10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assigns of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
8.1.9	to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such <i>Sale</i> in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and			11	GOVERNING LAW
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.				All transactions to which the <i>Contract for Sale</i> applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the <i>Sale</i> takes place and the <i>Seller</i> and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the <i>Seller</i> may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. <i>Bonhams</i> has a complaints procedure in place.
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other <i>Expenses</i> and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	10	MISCELLANEOUS		
8.3	On any resale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .		
		10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .		

APPENDIX 2

BUYER'S AGREEMENT

IMPORTANT: These terms may be changed in advance of the *Sale* of the *Lot* to you, by the setting out of different terms in the *Catalogue* for the *Sale* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale* at the *Sale* venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

1 THE CONTRACT

- 1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the *Catalogue* for the *Sale* are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed in the *Catalogue* for the *Sale*, and where such information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the *Contract for Sale* of the *Lot* between you and the *Seller* is made on the fall of the *Auctioneer's* hammer in respect of the *Lot*, when it is knocked down to you. At that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.
- 1.4 We act as agents for the *Seller* and are not answerable or personally responsible to you for any breach of contract or other default by the *Seller*, unless *Bonhams* sells the *Lot* as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the *Lot* in accordance with paragraph 5;
- 1.5.2 subject to any power of the *Seller* or us to refuse to release the *Lot* to you, we will release the *Lot* to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the *Seller*;
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the *Sale*. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or *Estimate*, if made by us or on our behalf, was (unless *Bonhams* itself sells the *Lot* as principal) made as agent on behalf of the *Seller*.

2 PERFORMANCE OF THE CONTRACT FOR SALE

You undertake to us personally that you will observe and comply with all your obligations and undertakings to the *Seller* under the *Contract for Sale* in respect of the *Lot*.

3 PAYMENT

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:
- 3.1.1 the *Purchase Price* for the *Lot*;
- 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders*, and
- 3.1.3 if the *Lot* is marked [AP], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with *VAT* on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the *Sale*.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the *Sale* was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to *VAT* at the appropriate rate and *VAT* will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and *VAT* and any interest earned and/or incurred until payment to the *Seller*.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.

4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the *Seller* or us to refuse to release the *Lot* to you, once you have paid to us, in cleared funds, everything due to the *Seller* and to us, we will release the *Lot* to you or as you may direct us in writing. The *Lot* will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the *Sale*.
- 4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.

4.4

If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus *VAT* per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.

4.5

Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.

4.6

You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.

4.7

You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.

4.8

You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

5 STORING THE LOT

We agree to store the *Lot* until the earlier of your removal of the *Lot* or until the time and date set out in the *Notice to Bidders*, on the *Sale Information Page* or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) and, subject to paragraphs 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the *Lot* (notwithstanding that it is not your property before payment of the *Purchase Price*). If you do not collect the *Lot* before the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) we may remove the *Lot* to another location, the details of which will usually be set out in the relevant section of the *Catalogue*. If you have not paid for the *Lot* in accordance with paragraph 3, and the *Lot* is moved to any third party's premises, the *Lot* will be held by such third party strictly to *Bonhams'* order and we will retain our lien over the *Lot* until we have been paid in full in accordance with paragraph 3.

6 RESPONSIBILITY FOR THE LOT

6.1

Only on the payment of the *Purchase Price* to us will title in the *Lot* pass to you. However under the *Contract for Sale*, the risk in the *Lot* passed to you when it was knocked down to you.

6.2

You are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.

7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS		
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.
7.1.1	to terminate this agreement immediately for your breach of contract;	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any <i>Sale</i> of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.
7.1.2	to retain possession of the <i>Lot</i> ;		
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;		
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	8.1	Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose (unless you buy the <i>Lot</i> as a <i>Consumer</i>) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or
7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or
7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for <i>Sale</i>) until all sums due to us have been paid in full;	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for <i>Sale</i>) and to apply any monies due to you as a result of such <i>Sale</i> in payment or part payment of any amounts owed to us;	8.2	The discretion referred to in paragraph 8.1:
7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
7.2	You agree to indemnify us against all legal and other costs, all losses and all other <i>Expenses</i> (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	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 <i>Forgery</i> in accordance with the terms of this paragraph 9.
		9.2	Paragraph 9 applies only if:
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .
		9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:
		9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
		9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
		9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
		9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>VAT</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
		9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
		9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
		9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
		10	OUR LIABILITY
		10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams' Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
		10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
		10.2.1	handling the <i>Lot</i> if it was affected at the time of <i>Sale</i> to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
		10.2.2	changes in atmospheric pressure; nor will we be liable for:
		10.2.3	damage to tension stringed musical instruments; or
		10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

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

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

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

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

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

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

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

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

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

but not if:

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

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

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

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

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

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

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

12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13 GOVERNING LAW

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

DATA PROTECTION – USE OF YOUR INFORMATION

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

APPENDIX 3

DEFINITIONS AND GLOSSARY

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

LIST OF DEFINITIONS

"**Additional Premium**" a premium, calculated in accordance with the *Notice to Bidders*, to cover *Bonhams'* Expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the *Buyer* to *Bonhams* on any *Lot* marked [AR] which sells for a *Hammer Price* which together with the *Buyer's Premium* (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).

"**Auctioneer**" the representative of *Bonhams* conducting the *Sale*.

"Bidder" a person who has completed a *Bidding Form*.

"Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

"Bonhams" Bonhams 1793 Limited or its successors or assigns. *Bonhams* is also referred to in the *Buyer's Agreement*, the Conditions of Business and the *Notice to Bidders* by the words "we", "us" and "our".

"Book" a printed *Book* offered for *Sale* at a specialist *Book Sale*.

"Business" includes any trade, *Business* and profession.

"Buyer" the person to whom a *Lot* is knocked down by the *Auctioneer*. The *Buyer* is also referred to in the *Contract for Sale* and the *Buyer's Agreement* by the words "you" and "your".

"Buyer's Agreement" the contract entered into by *Bonhams* with the *Buyer* (see Appendix 2 in the *Catalogue*).

"Buyer's Premium" the sum calculated on the *Hammer Price* at the rates stated in the *Notice to Bidders*.

"Catalogue" the *Catalogue* relating to the relevant *Sale*, including any representation of the *Catalogue* published on our *Website*.

"Commission" the *Commission* payable by the *Seller* to *Bonhams* calculated at the rates stated in the *Contract Form*.

"Condition Report" a report on the physical condition of a *Lot* provided to a *Bidder* or potential *Bidder* by *Bonhams* on behalf of the *Seller*.

"Conditions of Sale" the *Notice to Bidders*, *Contract for Sale*, *Buyer's Agreement* and Definitions and Glossary.

"Consignment Fee" a fee payable to *Bonhams* by the *Seller* calculated at rates set out in the Conditions of Business.

"Consumer" a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.

"Contract Form" the *Contract Form*, or vehicle *Entry* form, as applicable, signed by or on behalf of the *Seller* listing the *Lots* to be offered for *Sale* by *Bonhams*.

"Contract for Sale" the *Sale* contract entered into by the *Seller* with the *Buyer* (see Appendix 1 in the *Catalogue*).

"Contractual Description" the only *Description* of the *Lot* (being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters, any photograph (except for the colour) and the contents of any *Condition Report*) to which the *Seller* undertakes in the *Contract for Sale* the *Lot* corresponds.

"Description" any statement or representation in any way descriptive of the *Lot*, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the *Hammer Price*).

"Entry" a written statement in the *Catalogue* identifying the *Lot* and its *Lot* number which may contain a *Description* and illustration(s) relating to the *Lot*.

"Estimate" a statement of our opinion of the range within which the hammer is likely to fall.

"Expenses" charges and *Expenses* paid or payable by *Bonhams* in respect of the *Lot* including legal *Expenses*, banking charges and *Expenses* incurred as a result of an electronic transfer of money, charges and *Expenses* for loss and damage cover, insurance, *Catalogue* and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the *Lot* for *Sale*, storage charges, removal charges, removal charges or costs of collection from the *Seller* as the *Seller's* agents or from a defaulting *Buyer*, plus *VAT* if applicable.

"Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the *Sale* had a value materially less than it would have had if the *Lot* had not been such an imitation, and which is not stated to be such an imitation in any description of the *Lot*. A *Lot* will not be a *Forgery* by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the *Lot*, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the *Lot* as one conforming to the *Description* of the *Lot*.

"Guarantee" the obligation undertaken personally by *Bonhams* to the *Buyer* in respect of any *Forgery* and, in the case of specialist *Stamp Sales* and/or specialist *Book Sales*, a *Lot* made up of a *Stamp* or *Stamps* or a *Book* or *Books* as set out in the *Buyer's Agreement*.

"Hammer Price" the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer*.

"Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.

"Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.

"Lot" any item consigned to *Bonhams* with a view to its *Sale* at auction or by private treaty (and reference to any *Lot* will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for *Sale* as one *Lot*).

"Motoring Catalogue Fee" a fee payable by the *Seller* to *Bonhams* in consideration of the additional work undertaken by *Bonhams* in respect of the cataloguing of motor vehicles and in respect of the promotion of *Sales* of motor vehicles.

"New Bond Street" means *Bonhams'* saleroom at 101 New Bond Street, London W1S 1SR.

"Notional Charges" the amount of *Commission* and *VAT* which would have been payable if the *Lot* had been sold at the *Notional Price*.

"Notional Fee" the sum on which the *Consignment Fee* payable to *Bonhams* by the *Seller* is based and which is calculated according to the formula set out in the Conditions of Business.

"Notional Price" the latest in time of the average of the high and low *Estimates* given by us to you or stated in the *Catalogue* or, if no such *Estimates* have been given or stated, the *Reserve* applicable to the *Lot*.

"Notice to Bidders" the notice printed at the back or front of our *Catalogues*.

"Purchase Price" the aggregate of the *Hammer Price* and *VAT* on the *Hammer Price* (where applicable), the *Buyer's Premium* and *VAT* on the *Buyer's Premium* and any *Expenses*.

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

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

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

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

"Specialist Examination" a visual examination of a *Lot* by a specialist on the *Lot*.

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

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

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

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

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

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

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

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

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

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

GLOSSARY

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

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

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

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

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

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

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

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

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

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

SALE OF GOODS ACT 1979

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

"Section 12 Implied terms about title, etc

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