

# THE SPORTING SALE

including the Cricket Library of John Randall

Wednesday 14 October 2015

Edinburgh



Bonhams



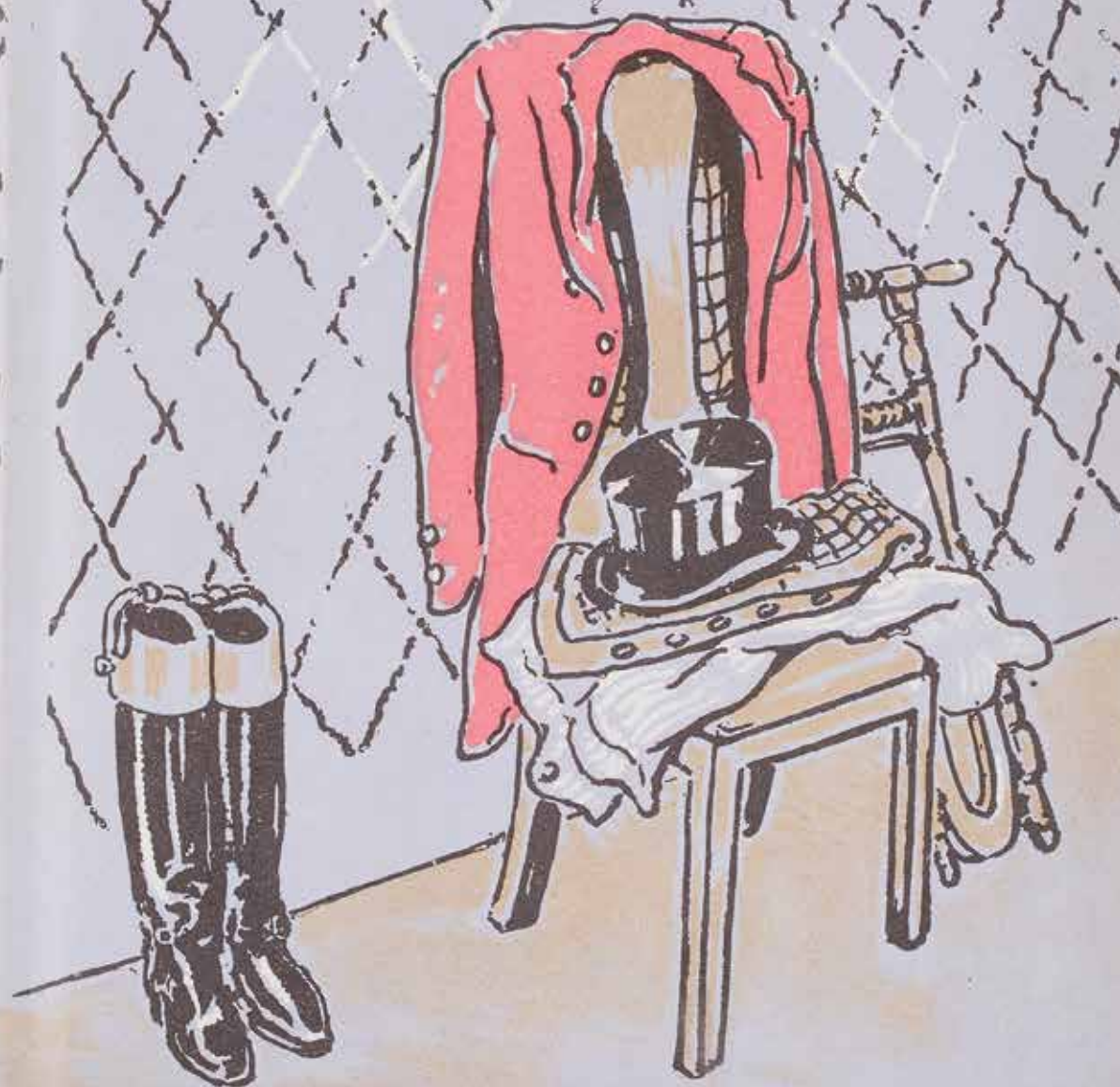
St. Alban's







*Memoirs of a  
fox-hunting man  
by Siegfried Sassoon*



# THE SPORTING SALE

including the Cricket Library of John Randall

Wednesday 14 October 2015 at 11.00

22 Queen Street, Edinburgh

## BONHAMS

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Tuesday 13 October 10.00-16.00  
Wednesday 14 October  
09.00-11.00

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New bidders must also provide  
proof of identity when submitting  
bids. Failure to do this may  
result in your bids not being  
processed.

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### Books, Prints, Pictures, Works of Art

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+44 (0) 131 240 0916  
[henry.baggott@bonhams.com](mailto:henry.baggott@bonhams.com)

### Snaffles

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### Pictures

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## SALE NUMBER

22775

## CATALOGUE

£10

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## ILLUSTRATIONS

Front cover: Lot 54  
Back cover: Lot 126  
Inside front cover: Lot 47  
Facing page: Lot 1  
Inside back cover: Lot 35

## IMPORTANT INFORMATION

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

## Bonhams 1793 Limited

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# SALE INFORMATION

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+44 (0) 131 225 2266  
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176 St. Vincent Street, G2 5SG  
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Nicholas Oddy (consultant)

## **Whisky**

Martin Green  
Charles MacLean (consultant)

## **The Sporting Sale**

Henry Baggott  
Georgia Williams

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## **IMPORTANT NOTICE TO BUYERS**

Please note that all furniture and large works of arts not collected before Friday 30 October 2015 will be transferred to the warehouse of D.J. Manning – transfer & storage charges will apply.

Small items £10 per week plus VAT

Large items £15 per week plus VAT

Prior to collection from D.J. Manning please contact  
Luigi Canciani, Head Porter on 0131 225 2266  
luigi.canciani@bonhams.com

Items will be stored at D.J. Manning  
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## **BOOKS MAPS AND MANUSCRIPTS**

For explanation of any asterisked symbols that may appear in catalogues, please see the notice entitled VAT at the end of the catalogue.

Please note that lots comprising printed books, unframed maps and bound manuscripts are not liable to VAT on the Buyers Premium.

Lots are sold with all faults, imperfections and errors of description, but if on collation any described printed book in this catalogue is found to lack text or illustrations, the same may be returned to Bonhams within 20 days of the sale; the unstated defect to be detailed in writing.

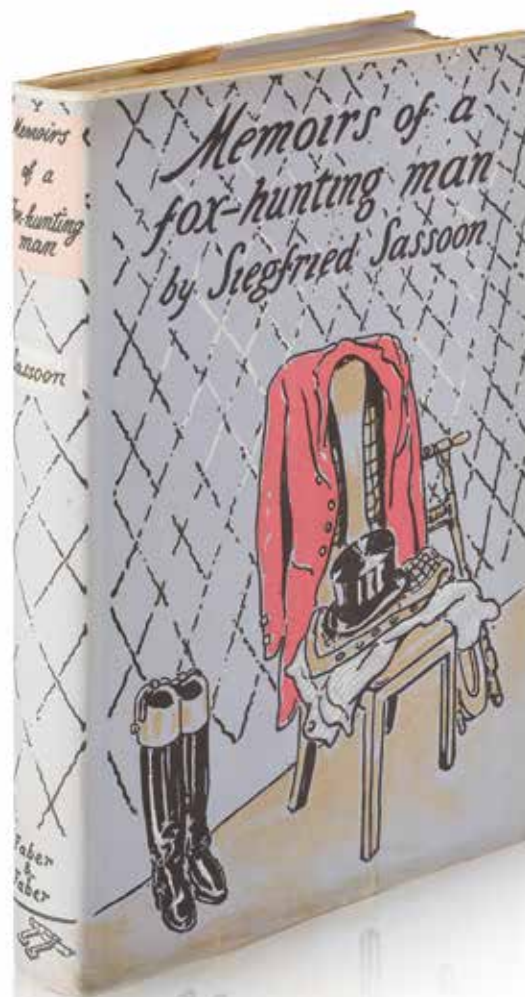
This shall not apply in the case of un-named items, blacks, half-titles or advertisements, nor to damage to bindings, stains, tears or other defects unless these result in loss to text or illustration. Atlases, maps and prints are sold not subject to return, as are items sold as collections, association and extra-illustrated copies, or as bindings.



# CONTENTS

Books & Prints	1-23
Pictures	24-70
Silver, Jewellery & Works of Art	71-99
Fishing	100-122
The Cricket Library of John Randall	123-191





1

1 •

### MEMOIRS OF A FOX HUNTING MAN

SASSOON (SIEGFRIED) *The Memoirs of a Fox-hunting Man*, NUMBER 263 OF 300 COPIES SIGNED BY AUTHOR AND ILLUSTRATOR, 7 plates, illustrations, and endpapers by William Nicholson, original number slip ("263") loosely inserted, publisher's vellum, t.e.g., publisher's pictorial dust-jacket (with inner glassine wrapper), FINE COPY, 8vo, Faber & Faber, 1929

£800 - 1,200

EXCEPTIONAL copy of this classic of sporting literature. Signed by Sassoon in green ink and Nicholson in pencil on the limitation page, printed on hand-made paper.

2 •

### EQUESTRIAN & DOGS

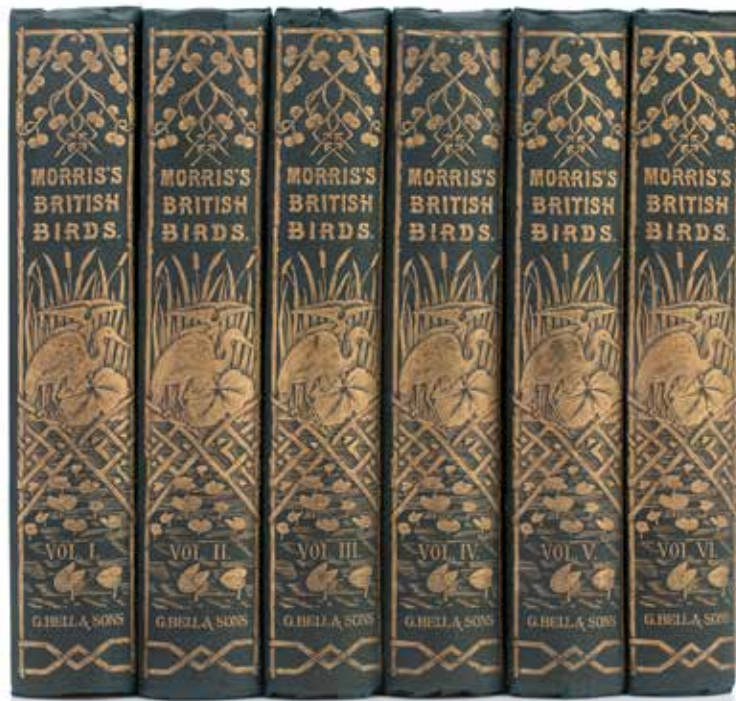
ALKEN (HENRY) *The Sporting Repository... Anecdotes on Sporting Subjects*, 2 vol., NUMBER 46 OF 50 COPIES, 22 HAND COLOURED PLATES after Alken, contemporary quarter vellum, boards soiled, 4to, Kegan Paul, 1904; *The Beauties & Defects in the Figure of the Horse Comparatively Delineated*, FIRST EDITION, hand-coloured illustrated title, 18 HAND COLOURED PLATES after Alken, publisher's cloth, 8vo, S. & J. Fuller, [1816]--EDWARDS (LIONEL) *SEBRETACHE* [pseud. of ALBERT STEWART BARROW] *More Shires & Provinces--My Hunting Sketch Book*, FIRST EDITION; idem, another copy, reprint, damp staining and some loss to lower board, 1928, colour plates after Lionel Edwards, publisher's cloth, 4to, Eyre & Spottiswoode--EARL (MAUD) *The Power of the Dog*, 41 OF 100 COPIES SIGNED BY THE ARTIST, frontispiece and 20 colour plates, publisher's morocco gilt, 4to, Hodder & Stoughton, together with another book on dogs (8)

£250 - 350

### Provenance

H. Barnard-Hankey, book-plate.





3

3 •

**MORRIS (FRANCIS ORPEN)**

A History of British Birds, 6 vol., *second edition*, 365 hand-coloured engraved plates, publisher's green pictorial cloth gilt, A CLEAN SET, 4to, George Bell, 1870

£300 - 500

4 •

**TURNBULL (WILLIAM PATERSON)**

The Birds of East Lothian and a Portion of the Adjoining Counties, LIMITED TO 150 COPIES, coloured lithographed frontispiece, title vignette and 12 others in text, contemporary half morocco, t.e.g., 8vo, Glasgow, For Private Circulation, 1867

£250 - 350

Coues gives particulars of a first edition which was printed in Philadelphia in 1863. The above is a revised edition, with some of the recently acquired notes supplied by Robert Gray and with some assistance by Lord Binning

5 •

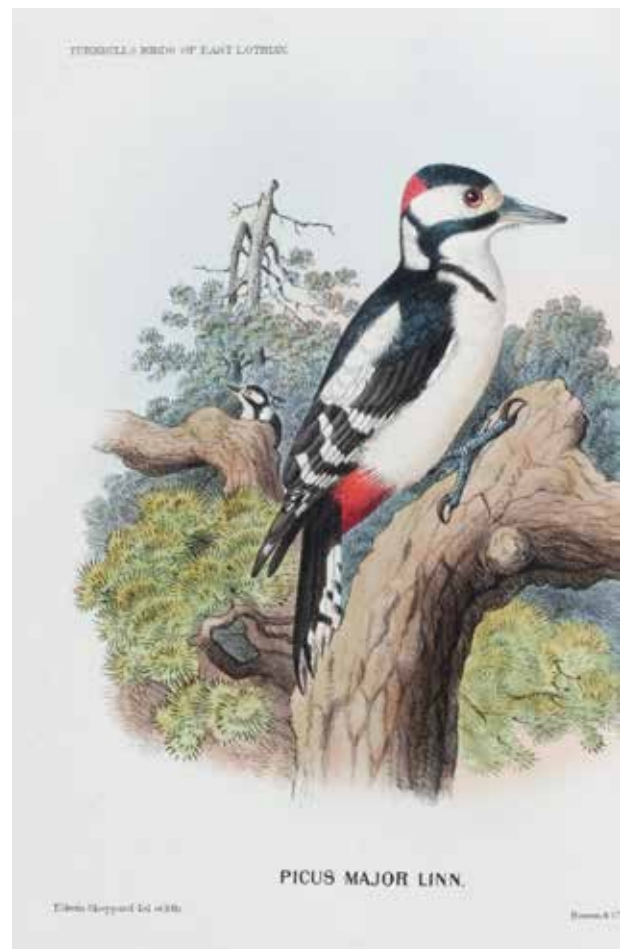
**BIRDS AND BUTTERFLIES**

MORRIS (FRANCES ORPEN) A Natural History of the Nests and Eggs of British Birds, 3 vol., *second edition*, 233 hand-coloured plates, Bell and Daldy, 1870--A History of British Butterflies, *eighth edition*, 77 hand-coloured plates (of 79), John C. Nimmo, 1895, publisher's pictorial gilt-stamped cloth, 8vo--SEEBOHM (HENRY) A History of British Birds with Coloured Illustrations of their Eggs, 4 vol., 68 coloured lithographed plates, publisher's cloth, 8vo, R. H. Porter, 1883--KIRKMAN (FREDERICK BERNUF BEEVER) The British Bird Book, NUMBER 117 OF 350 COPIES, 4 vol., coloured lithographed plates, half morocco, t.e.g., folio, T. & E. Jack, 1911 and five other books (17)

£300 - 500

**Provenance**

H. Barnard-Hankey, book-plate.



4



6

6 •

#### GAME BIRDS

MORRIS (BEVERLEY R.) *British Game Birds and Wildfowl*, third edition, 60 hand-coloured plates, publisher's green pictorial cloth gilt, 4to, John Nimmo, 1891

£300 - 500

#### Provenance

H. Barnard-Hankey, book-plate; H. Czarnikow, Dorking, label.

7 •

#### MILLAIS (JOHN GUILLE)

*Game Birds and Shooting-Sketches*; illustrating the Habits, Modes of Capture, Stages of Plumage, and the Hybrids and Varieties which occur amongst them, FIRST EDITION, half-title, portrait, 16 chromolithographed after Millais, contemporary half red straight grained morocco gilt by Sotheran, stained and rubbed, t.e.g., [Nissen IVB 634], folio, Henry Sotheran, 1892--LANDSEER (EDWIN) MONKHOUSE (W. COSMO, editor) *Landseer's Works*, Comprising 44 steel engravings and about 200 woodcuts, additional engraved title page, contemporary half morocco, t.e.g. Virtue and Company, [1879-1880] (2)

£250 - 350

8 •

#### FLORA AND FAUNA

ROBINSON (W., edited by) *Flora and Sylva*, 3 vol., 66 coloured plates, half calf, folio, for the Author, 1903-5--WOOD (JOHN GEORGE) *The Illustrated Natural History, Mammalia, Birds, and Reptiles, Fishes and Molluscs*, 2 vol., contemporary calf with gilt-tooled spine with six compartments within raised bands, 4to, George Routledge, 1869--BOULGER (GEORGE SIMONDS) *British Flowering Plants*, NUMBER 841 OF 1000 COPIES, 4 vol., 300 coloured plates, publisher's gilt-stamped cloth, folio, Quaritch, 1914, and two other books (11)

£200 - 300

#### Provenance

H. Barnard-Hankey, book-plate.

9 •

#### GAME BIRDS

MILLAIS (JOHN GUILLE) *The Natural History of the British Surface-Feeding Ducks*, NUMBER 54 OF 600 COPIES ON LARGE PAPER, additional pictorial title, 41 colour plates after drawings by the author and Archibald Thorburn, 24 other plates (6 photogravure), publisher's green cloth gilt, t.e.g., discoloured to upper spine, 4to, Longmans, 1902; *Game Bird and Shooting-Sketches*, second edition, Henry Sotheran, 1894--DIXON (CHARLES) *The Game Birds and Wild Fowl of the British Islands*, second edition, 41 coloured plates after Charles Whymper, 4to, Sheffield, Pawson & Brailsford, 1900, publisher's decorated cloth (3)

£300 - 500

#### Provenance

H. Barnard-Hankey, book-plate.



10 •

**[HAWKER (PETER)]**

Instructions to Young Sportsmen, with Directions for the Choice, Care, and Management of Guns; Hints for the Preservation of Game; and Instructions for Shooting Wildfowl. To which is added, a Concise Abridgement of the Principal Game Laws, FIRST EDITION, *later hand grained morocco, pencil notes to verso of front free endpaper, g.e., 8vo [Schwerdt I, 234], 165 x 96mm., J. Johnson, 1814*

£2,000 - 3,000

HAWKER FAMILY COPY from the library at Longparish House, seat of Peter Hawker and his great grandson, also, Peter Hawker.

**Provenance**

From the library of Long Parish Hall, signed letter of sale pasted in to the rear end-paper signed by Peter Hawker (the younger's) niece. H. Barnard-Hankey, book-plate.

A "well-known book written at the request of some friends and printed for private distribution, only a few supplementary copies being provided for ordinary readers, a fact which accounts for its rarity" (Schwerdt).

11 •

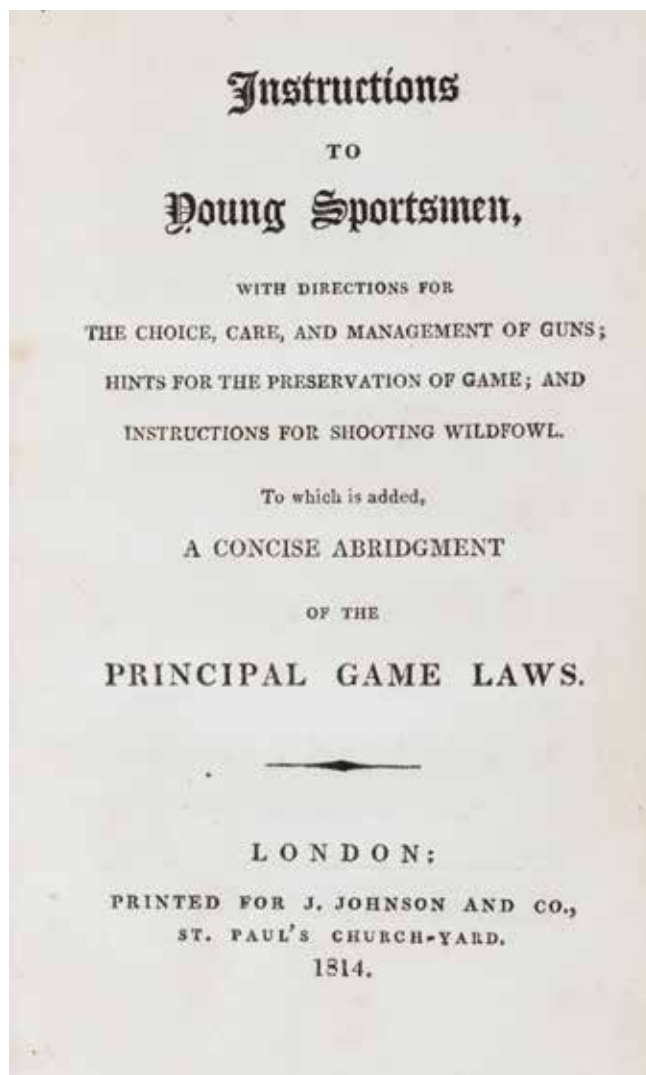
**SHOOTING AND SPORT**

HAWKER (PETER) Instructions to Young Sportsmen on all that Relates to Guns and Shooting, *seventh edition, plates*, Longmans, Rees, Orme, 1833--SCOTT (WILLIAM HENRY) British Field Sports embracing Practical Instructions, *frontispiece and plates*, Sherwood, Neeley and Jones, 1818--BERKELEY (GRANTLEY F.) The English Sportsman in the Western Prairies, *frontispiece, title vignette and plates*, Hurst and Blackett, 1861--GREENWOOD (JAMES) Wild Sports of the World, *plates (some folding)*, S.O. Beeton, 1862--CRAVEN [pseud. of JOHN WILLIAM CARLETON] Recreations in Shooting: with some account of the Game of the British Islands, *frontispiece and plates after Frederick W. Branston*, Chapman and Hall, 1846--[MAGNE DE MAROLLES (GERVAIS FRANCOIS)] An essay on shooting: containing the various methods of forging, boring and dressing gun barrels, in two parts, *second edition*, T. Cadell, 1791--GARD (T.) A Guide to the Turf, *second edition*, Reynell, 1809--WALTON (IZAACK) and CHARLES COTTON The Complete Angler, or Contemplative Man's Recreation, *fourth edition, edited by John Major, frontispiece, title vignette and plates*, D. Bogue, 1844, *all well bound in contemporary and later calf and morocco, gift inscriptions in ink to most, 8vo (8)*

£300 - 500

**Provenance**

H. Barnard-Hankey, book-plate.



10



12

12 •

### SHOOTING

HANGER (GEORGE) *To All Sportsmen, and particularly Farmers, and Gamekeepers*, FIRST EDITION, *lacking half-title*, 8vo [cf. *Loder 749*; *Schwerdt I p.229*], for the Author, 1814--THOMAS (B. pseud. of THOMAS BURGELAND JOHNSON) *The Shooter's Guide*, *fifth edition*, *frontispiece*, 12mo, Gale and Fenner, 1816; *The Shooter's Companion*, FIRST EDITION, *frontispiece and 2 other plates*, *foxed*, 12mo, Longman, Hurst, Rees, 1819, *similar brown FINE HALF CALF* BY BAYNTUN, *title labels to spines*, *gilt devices to panels*, t.e.g. (3)

£300 - 400

### Provenance

H. Barnard-Hankey, book-plate.

13 •

### DANIEL (WILLIAM BARKER)

*Rural Sports*, 4 vol. (including Supplement), *engraved titles*, *engraved portrait*, 70 *engraved plates (one hand-coloured)*, 2 *engraved tables*, *occasional spotting*, *contemporary brown blind- and gilt-tooled calf*, *later morocco spines with six compartments within raised bands*, g.e. [*Westwood and Satchell, p.76*; *Schwerdt I, pp.133-34*], 4to, Longmans, Hurst, 1807-1813--Copy for a Deputation for a Game Keeper, dated 6th January 1757, signed M. Parker Long and sealed in red wax, *ink on paper*, *folding 335 x 422mm*. (5)

£300 - 500

Daniel's classic compendium of field sports, which proved "very popular among contemporary sportsmen and even naturalists... [describing] in detail hunting, coursing, and fishing, and... many impressive plates" (ODNB).

### Provenance

H. Barnard-Hankey; Charles C. Radford; Robert Townley Parker, 1850, *armorial book-plates* to each volume.

Deputation reads: 'I dame Martha Parker Long Lady of the manor of Arwarton in the County of Suffolk... do nominate authorise and appoint Richard Churchman... to be my Game Keeper.. to kill game for my use; and to take and seize all such guns, Greyhounds, setting dogs and other dogs, ferritts [sic]... nets, snares or engines for the taking and killing of hares Pheasants, Partridges or other game...'. The Parkers of Arwarton Hall in the village of Arwarton, Suffolk.

14 •

### WILDFOWLING

MILLAIS (JOHN GUILLE) *The Wildfowler in Scotland*, FIRST EDITION, 9 *photogravure plates*, 2 *coloured plates*, *illustrations*, *publisher's half vellum*, t.e.g., 4to, Longmans, Green, 1901--FOLKARD (HENRY COLEMAN) *The Wildfowler*, FIRST EDITION, *modern half calf*, Piper Stevenson, 1859; idem, another copy, *second edition*, *publisher's cloth*, Longman, 1864, *frontispiece*, *additional illustrated title*, *plates--PAYNE-GALLWEY (RALPH) The Fowler in Ireland*, *frontispiece*, *plates*, John Van Voorst, 1882--CHAPMAN (ABEL) *First Lessons in the Art of Wildfowling*, *frontispiece and other plates (some folding)*, Horace Cox, 1896, *modern half calf by Hatchards--DUNCAN (STANLEY and GUY THORNE) The Complete Wildfowler*, Grant Richards, [1911]--MACPHEARSON (HUGH ALEXANDER) *A History of Fowling*, FIRST EDITION, Edinburgh, David Douglas, 1897; idem, another copy--JORDAN (DENAHAM) *The Wild-Fowl and Sea-Fowl of Great Britain by a Son of the Marshes*, Chapman and Hall, 1895, and three other books on fowling and shooting, *publisher's cloth*, 8vo (12)

£300 - 500

### Provenance

H. Barnard-Hankey, book-plate.



15 •

# **GAME AND SHOOTING**

WARD (ROWLAND) Horn Measurements and weights of the Great Game of the World, FIRST EDITION, *folding plate of skins & heads shot in Somali Land by Lord Delamere tucked in, publisher's zebra decorated cloth*, A VERY CLEAN COPY, Rowland Ward 'The Jungle', 1895--GRIMBLE (AUGUSTUS) Leaves from a Game Book, LIMITED TO 250 COPIES, *frontispiece and plates, half vellum*, Kegan Paul, 1898--WATSON (ALFRED E. T., editor) Fur, Feather, and Fin Series, 11 vol. comprising: The Pike and Perch; Salmon; Pheasant; Snipe and Woodcock; The Hare; Wildfowl; Fox; Trout; Red Deer; Partridge; Grouse, *publisher's decorated cloth gilt*, Longmans, Green and Co., 1893-1906--TEASDALE-BUCKELL (G.T.) Experts on Guns and Shooting, Sampson Low, 1900--OAKLEIGH (THOMAS) The Oakleigh Shooting Code, James Ridgway, 1836, together with 7 other books on game and shooting, *publisher's cloth, 8vo and 4to* (22)

£300 - 500

## **Provenance**

H. Barnard-Hankey, book-plate.

16 •

# **GWYNN (STEPHEN)**

River to River A Fisherman's Pilgrimage, NUMBER 21 OF 250 COPIES, *28 plates (12 colour), lacks pages 193-200 and one illustration (binding error)*--KEITH (EDWARD CHARLES) Gun For Company, NUMBER 58 OF 175 COPIES, *24 plates by J. C. Harrison (12 colour)*, BOTH SIGNED BY AUTHOR AND ILLUSTRATOR, *publisher's cloth, dust jackets (both marked with some loss), 4to*, Country Life, [1937] (2)

£200 - 300

17

# **GEORGE VERNON STOKES (BRITISH, 1873-1954)**

Greyhounds

dry point etching

24.5 x 32.5cm (9 5/8 x 12 13/16in).

£200 - 300

15



17



18



18



18



18

18

**AFTER JOHN FREDERICK HERRING, SNR.**

Fox Hunting: The Start, The Meet, The Run, The Death, a set of 4 engraved by T.W. Huffam and Mackrell coloured lithographs, published 1 November 1846 by Bailey Brothers 55 x 75cm (21 5/8 x 29 1/2in).

[Siltzer 151]

(4)

£400 - 600

19

**AFTER HARRY HALL**

Andover, Winner of the Derby Stakes at Epsom 1854

engraved by J. Harris

hand-coloured aquatint, published 15 August 1854 by Baily Brothers 42.5 x 66cm (16 3/4 x 26in).

together with Favonius, Winner of the Derby Stakes at Epsom 1871

[Siltzer 132]

(2)

£400 - 600



20

**CHARLIE JOHNSON PAYNE, 'SNAFFLES' (BRITISH, 1884-1967)**

'Major Junk's.'

Circa 1913, signed and titled in watercolour

Printed and heavily hand coloured

30.5 x 35.5cm (12 x 14in).

£500 - 800



20

21

**CHARLIE JOHNSON PAYNE, 'SNAFFLES' (BRITISH, 1884-1967)**

'Springer.'

Circa 1913, titled in watercolour

Printed and heavily hand coloured

29 x 24cm (11 7/16 x 9 7/16in).

£500 - 800



21

22

**CHARLIE JOHNSON PAYNE, 'SNAFFLES' (BRITISH, 1884-1967)**

'George' and 'Paddy.'

Circa 1913/14, former signed and titled in watercolour, latter titled in watercolour

Printed and heavily hand coloured

Former 27.5 x 30cm (10 13/16 x 11 13/16in) Latter 29.5 x 32cm (11 5/8 x 12 5/8in).

(2)

£500 - 800

23 \*

**CHARLIE JOHNSON PAYNE, 'SNAFFLES' (BRITISH, 1884-1967)**

'Carpet Beaters v Bobbery Wallahs', 'Prepare To Receive Cavalry.' and 'A National Candidate'

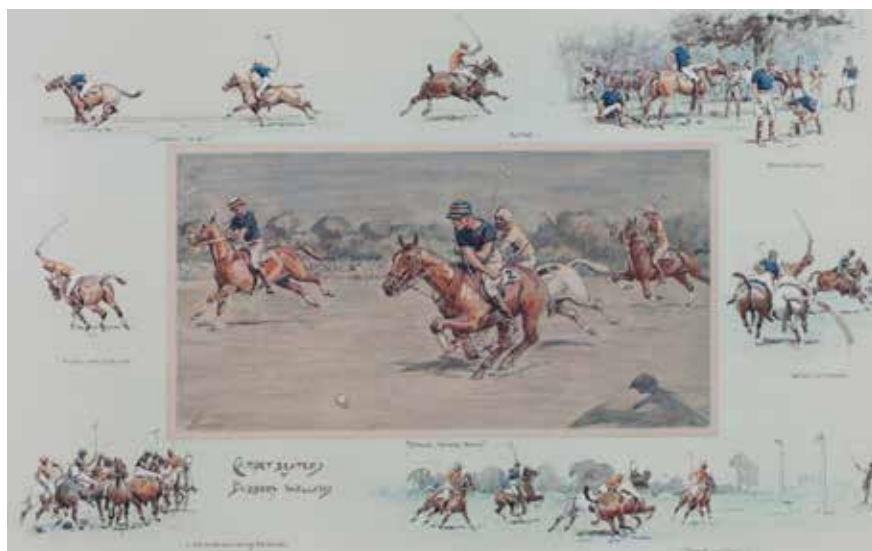
Circa 1930, 1924 and 1932, all signed in pencil

Printed in colours

49.5 x 74.5cm (19 1/2 x 29 5/16in), 51 x 70cm (20 1/16 x 27 9/16in) and 47 x 43.5cm (18 1/2 x 17 1/8in).

(3)

£700 - 1,000



23





# PICTURES

Lots 24-70





24



25



26



27

24 AR

**JOHN CYRIL HARRISON (BRITISH, 1898-1985)**

Teal in flight  
signed 'J C Harrison' (lower right),  
watercolour  
47 x 68cm (18 1/2 x 26 3/4in).

£600 - 800

25 AR

**JOHN CYRIL HARRISON (BRITISH, 1898-1985)**

The Bateleurs and Impala from Transvaal  
signed 'J C Harrison' (lower right)  
oil on canvas  
44.5 x 58.5cm (17 1/2 x 23 1/16in).

£2,000 - 3,000

26 AR

**JOHN CYRIL HARRISON (BRITISH, 1898-1985)**

The Black Eagle from the Drakensberg  
signed 'J C Harrison' (lower right)  
watercolour  
56.5 x 48.5cm (22 1/4 x 19 1/8in).

£1,500 - 2,000

27 AR

**JOHN CYRIL HARRISON (BRITISH, 1898-1985)**

The Fish Eagles from the Luangwa Valley  
signed 'J C Harrison' (lower right)  
watercolour  
47 x 32cm (18 1/2 x 12 5/8in).

£1,200 - 1,800



28



29



30



30

28 AR

**JOHN CYRIL HARRISON (BRITISH, 1898-1985)**

Fishing on the Kafue River  
signed, 'J.C.Harrison' (lower right)  
watercolour  
37 x 56cm (14 9/16 x 22 1/16in).

**£1,800 - 2,200**

**Provenance**

With The Tryon Gallery, London

29

**ARCHIBALD THORBURN (BRITISH, 1860-1935)**

Studies of fox cubs  
signed 'A. Thorburn' (lower left)  
watercolour heightened with white  
17.5 x 23.6cm (6 7/8 x 9 5/16in).

**£600 - 800**

30 AR

**JOHN CYRIL HARRISON (BRITISH, 1898-1985)**

Golden Eagle, Grouse, Partridge  
signed 'J C Harrison' (lower right)  
pencil sketch  
24 x 35cm (9 7/16 x 13 3/4in).  
together with another by the same hand, a pair (2)

**£300 - 500**





31



31



32

31 AR

**COLIN W. BURNS (BRITISH, BORN 1944)**

Autumn Covert, Dilham; Driven over the Broad, Filby

signed 'Colin W Burns' (lower left)

watercolour

22 x 31cm (8 11/16 x 12 3/16in).

a pair (2)

**£800 - 1,000**

32 AR

**COLIN W. BURNS (BRITISH, BORN 1944)**

Woodcock, camouflaged

signed 'Colin W Burns' (lower left)

oil on board

23 x 35cm (9 1/16 x 13 3/4in).

**£700 - 900**



33

33 AR

**ALAN M. HUNT (BRITISH, BORN 1947)**

Rainbow Bird, a bee-eater

signed and dated 'Alan M Hunt 2013' signed, inscribed and dated (verso)

oil on panel

34 x 50cm (13 3/8 x 19 11/16in).

**£300 - 500**



34



35

34

**THOMAS PECKITT (BRITISH, ACTIVE 1890-1926)**

Prized Pigeons to include The Bokhara Trumpeter, the Seraph pigeon, black short faced Vienna tumbler, English Short Tumbler, Hana Pouter Pigeon, Black Indian Fantail and the English Carrier pigeon.

signed 'T Peckitt' (lower right)

oil on canvas

71 x 91cm (27 15/16 x 35 13/16in).

**£1,500 - 2,000**

35

**JOHN CHRISTOPHER BELL (BRITISH, ACTIVE 1846-1869)**

A Covey of Grouse

signed and dated 'J C Bell 1861' (lower left)

oil on canvas

56 x 76.5cm (22 1/16 x 30 1/8in).

**£2,000 - 2,500**



36



36



37



37

36  
**EDWARD BENJAMIN HERBERTE (BRITISH, 1857-1893)**  
 Clearing the ditch  
 signed and dated 'E. B Herberte/ 1887' (lower right)  
 oil on canvas  
 43 x 53cm (16 15/16 x 20 7/8in).  
 together with another, a pair (2)  
 £2,000 - 3,000

37  
**E. S. ENGLAND (BRITISH, 19TH/20TH CENTURY)**  
 On the scent  
 signed 'ES England' (lower right)  
 oil on canvas  
 29.5 x 39.5cm (11 5/8 x 15 9/16in).  
 together with another, a pair (2)  
 £1,000 - 1,500





38



38



39



39

38

**MARTIN THEODORE WARD (BRITISH, 1799-1874)**

Taking Aim

signed 'M T Ward' (lower left)

oil on panel

15.5 x 19cm (6 1/8 x 7 1/2in).

together with another, a pair (2)

**£800 - 1,000**

39

**JOHN NOST SARTORIUS (BRITISH, 1759-1828)**

Clearing the fence

signed 'J N Sartorius' (lower right)

oil on canvas

24 x 35cm (9 7/16 x 13 3/4in).

together with another by the same hand, a pair (2)

**£700 - 1,000**



40



40



41

40 \*

**JOHN NOST SARTORIUS (BRITISH, 1759-1828)**

Bay Horse with Spaniel

signed and dated 'J N Sartorius pinxt 1803' (lower left)  
oil on canvas

41.5 x 52cm (16 5/16 x 20 1/2in).

together with another of Chestnut Horse, a pair (2)

**£4,000 - 6,000**

41 \*

**WILLIAM JOSEPH SHAYER (BRITISH, 1811-1891)**

Set of five fox hunting vignettes

One signed 'W. J Shayer' (lower right)

oil on panel

The largest 15 x 12cm (5 7/8 x 4 3/4in).

**£1,500 - 2,000**

**Provenance**

With the Leger Galleries, London



42

42

**HARRY HALL (BRITISH, 1814-1882)**

Touchstone, a bay hunter in a loose box

signed 'Harry Hall' (lower right)

oil on canvas

20 x 28cm (7 7/8 x 11in).

**£1,000 - 1,500**



43

43  
**JOHN PAUL (BRITISH, 19TH CENTURY)**  
 Lady on Horseback  
 signed and dated 'John Paul 1864' (lower right)  
 oil on canvas  
 62 x 75cm (24 7/16 x 29 1/2in).

£1,000 - 1,500

44  
**JAMES LODER OF BATH (BRITISH, 1784-1860)**  
 Bay horse in a stable  
 signed 'James Loder pinxt Bath 1836' (lower right)  
 oil on canvas  
 57 x 75.5cm (22 7/16 x 29 3/4in).

£1,000 - 1,500

**Provenance**  
 With Arthur Ackermann, London

45  
**MANNER OF GEORGE PAICE**  
 The Young Horse  
 oil on canvas board  
 31.5 x 37.5cm (12 3/8 x 14 3/4in).

£600 - 900



44



45





46



46



46



46

46

**JOHN FREDERICK HERRING, JNR. (BRITISH, 1815-1907)**

The meet; Gone away; Full cry; The Death  
a set of four, all signed 'J.F.Herring' and one dated '1839' (three lower  
centre, one lower right)  
oil on canvas, each  
56.5 x 69cm (22 1/4 x 27 3/16in).  
(4)

**£10,000 - 15,000**

**Provenance**

With Ackermann & Son Ltd. London



47



47



47



47

47

**SAMUEL ALKEN, JR. (BRITISH, 1784-1825)**

Unkennelling; Breaking Cover; Throwing off; The Kill

A set of four, three signed and dated, 'S. Alken Jun, 1811 (two lower left, one lower right), the other signed 'Alken' (lower left)

oil on canvas, each

43.5 x 54cm (17 1/8 x 21 1/4in).

(4)

£8,000 - 12,000

**Provenance**

With Arthur Ackermann & Son, Ltd.





48

48

**JOHN FREDERICK HERRING, JNR. (BRITISH, 1815-1907)**

A farmyard scene with a hunt passing in the distance

signed 'J F Herring' (lower left)

oil on canvas

41 x 61cm (16 1/8 x 24in).

**£5,000 - 7,000**

49

**CHARLES WALLER SHAYER (BRITISH, 1826-1914)**

Hunting scene

signed 'Cha Shayer Snr' (lower left)

oil on canvas

29 x 49.5cm (11 7/16 x 19 1/2in).

**£500 - 700**



50

50

**EDWARD WALTER WEBB (BRITISH, 1810-1851)**

Releasing the Hounds

oil on canvas

42 x 57cm (16 9/16 x 22 7/16in).

**£500 - 700**

**Provenance**

With Arthur Ackermann & Sons, London





51

51 AR

**VINCENT HADDEELSEY (BRITISH, 1929-2010)**

Out in the Country 1964

signed with initials 'VH' (lower left) and further inscribed (verso)

oil on canvas,

24 x 41cm (9 7/16 x 16 1/8in).

**£1,000 - 1,500**

**Provenance**

Arthur Tooth & Sons Ltd, London

52 AR

**VINCENT HADDEELSEY (BRITISH, 1929-2010)**

Setting off for the Show 1964

signed with initials 'VH' (lower left) further inscribed (verso)

oil on canvas

34 x 41cm (13 3/8 x 16 1/8in).

**£600 - 800**

**Provenance**

Arthur Tooth & Sons Ltd, London.



52

53 AR

**BILL JACKSON, 20TH CENTURY**

Deer in highland landscape

signed and dated 'Bill Jackson 1986' (lower right)

watercolour

71 x 50cm (27 15/16 x 19 11/16in).

**£300 - 500**



54

54 \*

**HARRY HALL (BRITISH, 1813-1882)**

Cossack, winner of the Derby, 1847

oil on canvas

71 x 89.5cm (27 15/16 x 35 1/4in).

**£4,000 - 6,000**

*Cossack*, a dark chestnut, was the 1847 winner of the Derby, ridden by Sam Templeman. Got by *Hetman Platoff*, out of *Joannina*, *Cossack* was bred by R.C. Elwes of Billing in Northamptonshire in 1844. Bought on behalf of T.H. Pedley by trainer John Day in 1845 and trained in Danebury, Hampshire.

As a two-year-old, in 1846, *Cossack* was heated in the July Stakes at Newmarket. Starting as favourite he finished third. The following year, 1847, was his year and he won both the Newmarket Stakes and the Derby. These were his only wins, however his career saw him go on to race till he was an eight-year-old - no other Derby winner has gone on to race past the age of five. In 1852 he retired to stud, siring two notable descendants - *Gamester* went on to win the St Leger in 1856 and *Alcibade* won the Grand National in 1865.



55

55 \*

**JOHN FREDERICK HERRING, JNR. (BRITISH, 1815-1907)**

Cotherstone

signed 'J F Herring', titled 'Cotherstone'

oil on canvas

32 x 42cm (12 5/8 x 16 9/16in).

**£4,000 - 6,000**

*Cotherstone*, a bay colt, was the 1843 Dual Classic Winner, ridden by William Scott. Got by *Touchstone*, out of *Emma*, *Cotherstone* was bred by his owner, John Bowes of Streatlam Castle, County Durham, in 1840. *Touchstone* was one of the most influential sires of the 19th Century, a leading sire four times, whose sons - *Orlando* and *Newminster* - grandsons - *Lord Clifden*, *Adventurer* and *Hermit* - and their male line descendants came in their turn to dominate the English sire lists in the latter half of the 19th Century and beyond.

As a two-year-old, in 1842, *Cotherstone* heated in the Nursery States at Newmarket. The following year, 1843, was *Cotherstone's* moment to shine. After winning the Riddlesworth Stakes, the Column Stakes and the 2,000 Guineas at Newmarket, he went on to win the Derby. He then won the Gatwick Stakes at Goodwood and the Royal Stakes at Newmarket. He lost the St. Leger by a head. At the end of that year *Cotherstone* was bought by the 3rd Earl Spencer for 3,000 guineas. In the following season the horse broke down at Goodwood and was retired to stud.

Known variants of this work were executed by J.F. Herring Senior for John Bowes while he still owned *Cotherstone*, the initials 'J.B.' on the rug in the foreground confirms that the picture was painted for him, perhaps a version for him to keep when he sold the horse to Lord Spencer. This work is however by his son J.F. Herring Junior, father and son worked simultaneously.





56



57



58

56

**CIRCLE OF CONSTANT TROYON (FRENCH, 1810-1865)**

Portrait of a hound

oil on canvas

55 x 46cm (21 5/8 x 18 1/8in).

**£1,500 - 2,000**

57

**JOHANN MICHAEL BAADER (1736-1792)**

Still Life: A liver and white spaniel, flintlock rifle and the days bag in a landscape

signed and dated 'J Baader/1776' (lower right)

oil on canvas

104 x 92cm (40 15/16 x 36 1/4in).

**£1,000 - 1,200**

58 AR

**ARTHUR W. GAY (BRITISH, 1901-1958)**

Spaniels on a moor

signed 'Arthur W Gay' (lower right)

watercolour

35 x 46cm (13 3/4 x 18 1/8in).

**£400 - 600**



59

59

**JOHN RUSSELL (BRITISH, ACTIVE 1869-1918)**

A brace of grilse on a river bank  
signed 'John Russell' (lower right)  
oil on canvas  
64.5 x 103cm (25 3/8 x 40 9/16in).

**£3,000 - 5,000**

60

**WALTER MCADAM (BRITISH, 1866-1935)**

Fisherman on a River Bank  
signed 'Walter McAdam' (lower right)  
oil on canvas  
55 x 75.5cm (21 5/8 x 29 3/4in).

**£500 - 700**



60



61



63



69

61 AR

**SPENCER HODGE (BRITISH, BORN 1943)**

Tigress and cub  
signed 'Spencer Hodge' (lower right)  
oil on canvas  
98 x 117cm (38 9/16 x 46 1/16in).

**£2,000 - 3,000**

**Provenance**

With Monaco Fine Arts, Monte-Carlo

62 AR

**SPENCER HODGE (BRITISH, BORN 1943)**

Cheetah  
signed 'Spencer Hodge' (lower right)  
oil on canvas  
29 x 38.5cm (11 7/16 x 15 3/16in).30 x 40cm

**£1,000 - 1,500**

**Provenance**

With Monaco Fine Arts, Monte-Carlo

63 AR

**DONALD GRANT (BRITISH, 1942-2001)**

Tiger  
signed 'Donald Grant' (lower right)  
oil on canvas  
45 x 60cm (17 11/16 x 23 5/8in).

**£1,500 - 2,000**

**Provenance**

With MacConnal-Mason Gallery, London

64 AR

**ALAN M. HUNT (BRITISH, BORN 1947)**

Male lion  
signed and dated 'Alan M Hunt 2014' (lower left)  
oil on canvas  
50 x 61cm (19 11/16 x 24in).  
unframed

**£600 - 800**

65 - 68  
No lots

69

**JAMES POLLARD (1792-1867)**

The Louth Mail - last run, 19 December 1845  
indistinctly signed and dated 'J. Pollard 1846'  
(lower right)  
oil on canvas  
44 x 68cm (17 5/16 x 26 3/4in).

**£4,000 - 6,000**

**Provenance**

With Arthur Ackermann & Sons Ltd.

70

**BRITISH SCHOOL, 20TH CENTURY**

Huntsman & hounds in a woodland landscape  
signed 'F Wootton' (lower left)  
oil on canvas laid on panel  
40 x 50cm (15 3/4 x 19 11/16in).

**£500 - 700**



# SILVER, JEWELLERY & WORKS OF ART

Lots 71-99





71

71

# **A VICTORIAN TWIN HANDLED BROCKLESBY POINT TO POINT TROPHY**

*by William Robert Smily, London 1857*

The circular foot with stylised acanthus leaf border, the looped handles with acanthus terminals to body, the plain body with one vacant cartouche to one side, the other with presentation inscription, with gilt interior, the lid with scrolling foliate border and pomegranate finial, height approximately 33.5cm, weight 33.99oz.

**£800 - 1,200**

The presentation inscription reads: 'Brocklesby Hunt Meeting, Lady Yarborough's, Cup, March. 1883'.

The Brocklesby Hunt is the oldest private pack of hounds in the country and the only with pure bred English Foxhounds, the Brocklesby estate in Lincolnshire is the seat of the Earl of Yarborough.

72

# **OF CURLING INTEREST; AN ELECTROPLATED INKWELL**

The plain shaped base on four scrolling bracket feet, the inkpots modelled as two curling stones, the centre of the base issuing a handle, with twin crossed brooms to the back of the stand, with presentation inscription, length 31cm.

**£300 - 400**

The presentation inscription reads: 'Presented to Mr William Frame, with a davenport, Govan, 20th January 1882'.



72



75

73

#### A VICTORIAN FOX HEAD MOUNTED STIRRUP CUP

*Maker's mark CS, London 1855*

The flared silver interior cup with scroll handle and white metal hanging hook attachment, *length approximately 30cm.*

£1,600 - 2,000

74

#### TWO CASED SILVER STALLIONS

*by John Pinches Ltd, after a model by Lorne McKean, stamped 925, with London import marks for 1975, the base signed Lorne McKean*  
Realistically modelled, *height to top of ears 11.8cm, weight 39oz.*

£300 - 500

75

#### A LATE VICTORIAN REVERSE CARVED AND PAINTED ROCK CRYSTAL INTAGLIO BROOCH

Formed as three circular cabochon-cut rock crystal panels, each reverse carved and painted to depict a horse rider, the central panel depicting a female rider, all interspersed by old round brilliant-cut diamonds, *width 41mm*

£600 - 800

76

#### A LATE VICTORIAN REVERSE CARVED AND PAINTED ROCK CRYSTAL INTAGLIO BROOCH

The circular cabochon-cut rock crystal reverse carved and painted to depict a pug, *width 20mm*, together with a further reverse carved and painted intaglio brooch, depicting a fox's mask, *length 46mm*

£400 - 600



73







77

77 AR

**PHILIPP BLACKER (BRITISH, BORN 1949)**

Racehorse

Bronze with a dark brown patina, mounted on an oval mahogany base, signed, numbered and dated 'P.B. 2/40 85' (to base), 54cm wide, 33cm high (21in wide, 12 1/2in high)

£1,200 - 1,600

78 AR

**PHILIPP BLACKER (BRITISH, BORN 1949)**

Greyhound and hare

Bronze with a green patina, mounted on a rectangular slate base, signed, numbered and dated 'P.B. 2/9 83' (to underside of bronze), 46cm wide, 20cm high (18in wide, 7 1/2in high)

£1,000 - 1,500



78



79

79

**CHARLES VALTON (FRENCH, 1851-1918)**

Two hunting dogs

Modelled walking together on a naturalistic oval base, bronze with a dark brown patina, raised on a plinth, signed 'C. Valton', 36cm wide, 17.5cm deep, 28cm high (14in wide, 6 1/2in deep, 11in high)

£300 - 500

80

**AFTER PIERRE-JULES MÊNE**

A Retriever

Bronze Modelled on a naturalistic base, signed 'P. J. Mêne', together with a bronze figure of a pointer carrying a rabbit on a similar base and plinth, the first 31cm wide, 11.5cm deep, 16cm high (12in wide, 4 1/2 in deep, 6in high), and 30cm wide, 13cm deep, 20cm high (11 1/2in wide, 5in deep, 7 1/2in high) (2)

£400 - 600

81

**A BRONZE AND PATINATED FIGURE OF A SETTER**

Modelled standing, mounted on a green onyx and slate base, 31cm wide, 10.5cm deep, 21cm high (12in wide, 4in deep, 8in high)

£300 - 400

82

**A VIENESE BRONZE HUNTING INKSTAND**

Stamped Argentor, Wien

Depicting a huntsmen walking with a pair of dogs, the inkwell concealed within a tree stump, on a naturalistic base with pen tray, with dark brown patina, 42cm wide, 24.5cm deep, 24cm high (16 1/2in wide, 9 1/2in deep, 9in high)

£300 - 500

An engraved plaque to the front reads: 'In Remembrance of your Kind Hospitality, Oct 1914 - Jan 1915 - R.O. Hoffman and U. J. Mahy'

83

**AFTER JOHN WILLIS GOOD**

After the Race

Bronze with a golden patina, modelled with racehorse, jockey and trainer mounted on a black marble base, 33cm wide, 32cm high (12 1/2in wide, 12 1/2in high)

£800 - 1,200



82



84

**A 20TH CENTURY BEECH FREE-STANDING BOOT JACK**

By Peal & Co., London

The turned and moulded handle above square uprights with adjustable central tongue on a leather covered base and ball feet, with makers label reading 'Hunting and military bootmakers Peal & Co. 487 Oxford St., London', 49cm wide, 51cm deep, 83.5cm high (19in wide, 20in deep, 32 1/2in high)

**£500 - 600**

85

**A CROQUET SET AND STAND**

By Slazenger, London

The four wooden mallets all stamped 'Slazenger', together with a mahogany and brass three tier stand with balls, hoops, central peg and further small mallet, the stand 35.5cm wide, 23cm deep, 75.5cm high (13 1/2in wide, 9in high, 29 1/2in high)

**£600 - 800**

86

**A THREE-DRAW 'THE LORD BURY' TELESCOPE**

By J.H. Steward

Leather covered together with a non-matching leather telescope case; a pair of Zeiss Jena Telexem 6 x 24 binoculars with leather case and a Zeiss Jena 8 x 30 monocular with leather case. (3)

**£250 - 350**

87

**A 20TH CENTURY BRASS COACHING HORN**

By Boosey & Hawkes, London

Made in two parts with tuning slide and silver-plate mouthpiece and another smaller silver-plated coaching horn also by Boosey & Hawkes and stamped 'L.P. 'The Clippertone', with overlaid brass plaque reading 'D. Haigh', also stamped, 'Plated by Boosey & Hawkes', the mouthpiece stamped 'Cushion Rim, made in England by Rudy Muck', the first 135cm long (53in long), the second 72cm long (28in long) (2)

**£600 - 700**

84





88

88

**A 19TH CENTURY COPPER AND BRASS COACHING HORN**

By Boosey & Co, London

The body with copper fluting, with silver-plated mouthpiece, and engraved 'C.E.D. Morgan-Richardson Esq. Cardigan', stamped '...32733', contained within a leather carrying case, 112cm long (44in long)

£600 - 700

89

**A 20TH CENTURY NOVELTY STIRRUP CLOCK**

Formed from an oversized stirrup with Goliath pocket watch hanging on leather strap, the 5 inch dial with Arabic numerals, and subsidiary seconds dial inscribed to the dial 'Swiss', and '8 days', 21cm wide, 7cm deep, 26cm high, (8in wide, 2 1/2in deep, 10in high)

£500 - 700



89



90



90

90

#### **A FINE COLLECTION OF FIVE MOUNTED RED DEER ANTLEERS**

By Rowland Ward, London

The first with 9 points, and inscribed lacquer plaque, 'Meggernie, 10.9.1963'; the second with 12 points, and inscribed 'N. Mc A, Achnashallech, 1952'; the third with 8 points, the plaque inscribed 'Shielbridge, Oct 5th 1950, 18-3, N. McA'; the fourth with 11 points and plaque reading 'N. McA, Glenborodale, Sept 1949' and the final set with 10 points and no plaque, all antlers mounted on similar wooden shields with label for Rowland Ward, or incised 'R.W' to the reverse, with one exception, *the first 69cm wide (27in wide), the second 79.5cm wide (31in wide), the third 80.5cm wide (31 1/2in wide), the fourth 74cm wide (29in wide) and the fifth 79.5cm wide (31in wide)* (5)

**£700 - 800**

The first set of antlers also includes a pasted handwritten label reading: 'Shot by A. C. Seymour, 10th Sept, 1963 At Creag Riabhach, Lochs, Meggaine, 16 stone, 2 lbs, 9 pointer Stalker, J. Baird'

91

#### **A CASED AND MOUNTED BRACE OF PTARMIGAN**

Modelled in spring plumage, naturalistically mounted in a winter landscape setting, within a glazed case, *75cm wide, 30.5cm deep, 65cm high (29 1/2in wide, 12in deep, 25 1/2in high)*

**£500 - 600**

92

#### **A CASED AND MOUNTED BRACE OF GREY PARTRIDGE**

By George Jamieson, Edinburgh

Naturalistically mounted, within a glazed case, *53.5cm wide, 34cm deep, 34cm high (21in wide, 13in deep, 13in high)*

**£400 - 600**



92



90



90

93

### A CASED AND MOUNTED CAPERCAILLIE

By C. Dunton, Wigginton

A hen modelled in a naturalistic setting, within a glazed case, 56.5cm wide, 36.5cm deep, 55cm high (22in wide, 14in deep, 21 1/2in high)

£500 - 700

94

### A MOUNTED CAPERCAILLIE

A cock modelled standing on a branch, unglazed, 52cm wide, 63cm deep, 50cm high (20in wide, 24 1/2in deep, 19 1/2in high)

£400 - 600

95Y

### A FRAMED DISPLAY OF BUTTERFLIES

Comprising a collection of 'Butterflies known in the Strathglass area, mid-1890's to 1976', within a wooden frame together with a larger framed display of tropical butterflies, moths and beetles, the first 45.5cm wide, 45.5cm high (17 1/2in wide, 17 1/2in high), and 64.5cm wide, 89.5cm high (25in wide, 35in high) (2)

£150 - 250

96

### A PAIR OF MOOSE ANTLERS

With sixteen tines, mounted on a wooden shield, 106.5cm wide, 55cm high (41 1/2in wide, 21 1/2in high)

£500 - 600



93





99

97

#### **TWO PAIRS OF MOUNTED KUDU ANTLERS**

Mounted on a wooden shield, together with a similarly mounted Oryx skull with removable horns, and a two pairs of brass-mounted wild board tusks, *the Kudu 86cm wide, 135cm high (33 1/2in wide, 53in high), the second 58cm wide, 120cm high (22 1/2in wide 47in high), the Oryx 52cm wide, 132cm high (20in wide, 51 1/2in high) and the tusks 25cm wide, 36cm high (9 1/2in wide, 14cm high) (4)*

**£600 - 700**

98

#### **A PAIR OF MOUNTED KUDU ANTLERS**

Mounted on a wooden shield, together with a mounted Hartebeest skull with antlers, *the kudu 60cm wide, 126cm high (23 1/2in wide, 49 1/2in high), the hartebeest 29cm wide, 89cm high (11cm wide, 35in high) (2)*

**£500 - 600**

99

#### **A PAIR OF ROYAL RED DEER ANTLERS**

Mounted on a wooden shield, together with a carved wooden and antler coat rack and a crop/walking stick rack of serpentine form, *the antlers 83cm wide, 126cm high (32 1/2in wide, 49 1/2in high), the coat rack 77.5cm long (30 1/2in long) and the stick racks each 87cm long (34in long) (4)*

**£600 - 700**

# FISHING

Lots 100-122





100

100

**A BARREL FRONTED GLAZED AND CASED BROWN TROUT**

By P.D. Malloch, Perth

Mounted on a painted background, inscribed 'Caught at the Lake of Monteith [sic], 22nd Sept., 1928, weight 4 ¼lbs', also mounted with a length of cast, with a paper label reading 'cast used, caught with teal and black', 65cm wide, 30cm high (25 ½in. wide, 12in. wide).

£800 - 1,200

101

**A LARGE GLAZED AND CASED BROWN TROUT**

By Cooper & Sons, 28 Radnor St., London

Mounted in a naturalistic setting 81cm wide, 41.5cm high (32in. wide, 16 ½in. high).

£600 - 700



101





102

102

**A GLAZED AND CASED RUDD**

Mounted within a naturalistic setting, 52cm wide, 31.5cm high (20 1/2in. wide, 12 1/2in. high).

£500 - 600

103

**A GLAZED AND CASED PAIR OF PIKE**

Mounted within a naturalistic river bed setting, the flat front glass case inscribed to a brass plaque: 'Pike 21 1/2lbs and 18 1/2lbs, Caught By P.W. Goodman, 21-1-1970', 121cm wide (47 1/2 in. wide).

£500 - 700



103



104

104

#### **A FRAMED DISPLAY OF 25 TRADITIONAL SALMON FLIES**

By R.J. Kyle

Metal eyed contemporary hooks, all fully dressed Scottish and Highland salmon river flies including 'The Captain', 'The Evening Star', 'The Lady Amherst' and others mounted in a giltwood frame, 50cm wide, 40cm high (19in. wide, 16in. high).

**£600 - 800**

105

#### **THREE CHARLES FARLOW GREENHEART FLY RODS**

All engraved 'Prize Medal 1862' and comprising a 12ft. four-pce rod with spare tip in a bamboo tube and engraved with names to the reel seat; a 10ft. three-pce rod with reduced tip and engraved names and a four-pce salmon rod with reduced tip.

(3)

**£300 - 500**

#### **Provenance**

The Baring Family.

106

#### **A GREENHEART SALMON ROD**

By Eaton & Deller, 6 & 7 Crooked Lane, London

17ft 6in. four-pce, with bamboo tip tube containing three spare tips, names engraved on butt and reel seat.

**£300 - 400**

#### **Provenance**

The Baring Family.

107

#### **A FARLOW'S BRASS AND IRON COLLAPSIBLE LINE DRYER**

With crank winding arm and horn handle, mounted on a later fixed stand, the brass arm stamped with registration number '79016'; a Gow folding landing net with extension to the handle and a wicker pot-bellied trout creel.

(3)

**£500 - 600**



108



108

108

**A LARGE MALLOCH BLACK JAPANNED FLY RESERVOIR**

With two double-sided lift-out trays, cream interior with metal clips (30cm wide), and a further Malloch fly box with two internal leaves and both containing 120 gut and metal eyed salmon flies up to 10% or 4in. in size.

£600 - 800





109

109

**FIVE MALLOCH SIDE CASTER REELS**

Comprising a 3 1/4in. brass reel inscribed for 'C Farlow, 191 The Strand' and a 4in. brass reel named for Farlow; two 4in. brass reels and an alloy sidecaster together with a Malloch plate-wind reel.  
(6)

£600 - 800

110

**A GOW PERTH STYLE PATENT REEL**

4 3/4in. brass face-plate engraved 'J R Gow, Dundee, Patent', laburnum back, edge and handle, three Gow brass reels all with crank-winding arms.  
(4)

£500 - 600

111

**SIX BRASS GOW REELS**

4 1/2in. and smaller and all with 'Gow & Sons, makers, Dundee' logo and dating from 1890.  
(6)

£500 - 600

112

**SIX J R GOW & SONS, DUNDEE, ALLOY REELS**

A 4in. 'Perfect' style with white handle; two 'The Tayside' reels, 4in. & 3 1/4in.; a 4in. reel with patent dated 1906 and horn handle; The 'ERL' 3 1/4in. reel with line guard and a 'Uniqua' style reel with agate line guard.  
(6)

£500 - 600



110



113

113

**A HARDY 'THE PERFECT' 4 1/2IN. ALLOY SALMON FLY REEL**

Duplicated Mark II, grooved brass foot, black handle, line guard and retaining most of original finish to the face-plate.

£300 - 400

114

**TWO HARDY 'THE PERFECT' REELS AND A 'ST GEORGE'**

A Duplicated Mark II 4in. alloy salmon reel with black handle, line guard, and grooved brass foot; an alloy 'The Perfect' 3 3/4in. reel with line-guard and grooved brass foot, engraved with date 1952; and a 'St George' 3 3/4in. narrow drum alloy reel with agate line guard, three-screw drum release latch, and grooved brass foot.

(3)

£500 - 700

115

**TWO SIMILAR HARDY 'SILEX MAJOR' 4IN. REELS**

One with nickel silver turning regular and reduced smooth brass foot, the other with ivorine quadrant regulator and grooved brass foot.

(2)

£300 - 500

116

**A HARDY 'THE SUPER SILEX' 4 1/2IN. EXTRA WIDE REEL**

Twin black handles, ivorine quadrant regulator and rim check lever, with grooved brass foot and a Hardy 'The Longstone' 3 1/2 in. unperforated alloy centrepin reel with grooved brass foot.

(2)

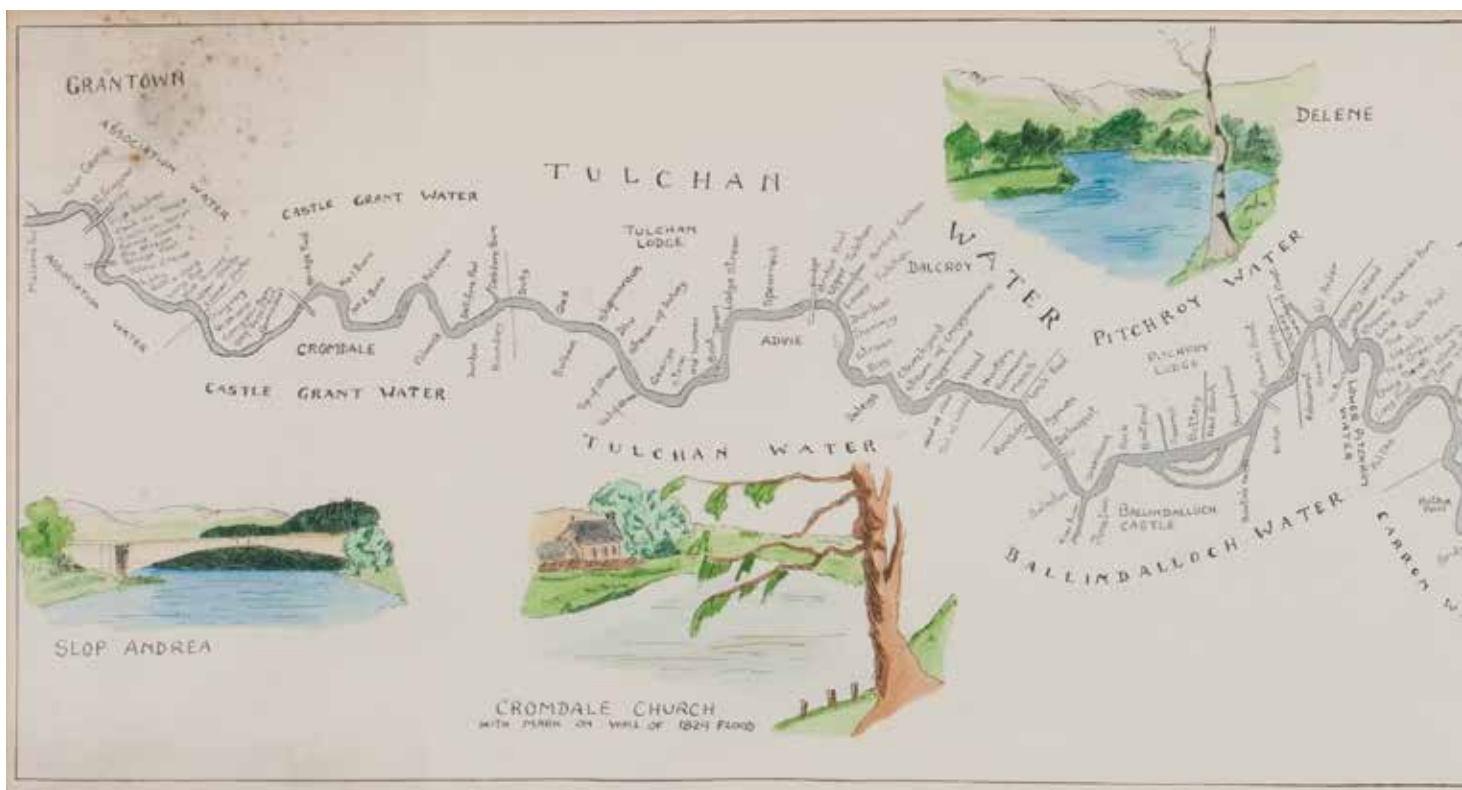
£250 - 350

117

**TWO HARDY SALMON FLY REELS AND FURTHER SALMON TACKLE**

A Hardy 'The Perfect' 4in. alloy Duplicated Mark II reel with grooved brass foot; a 'Marquis' Salmon No 3 fly reel; three alloy fly boxes with c90 salmon flies; three 15ft fly rods, a Daiwa Altmor Salmon Fly #10-12 graphite, a Bruce & Walker Salmon #9-10 carbon, a Munro, Aberlour, Spey Brand sliced greenheart; and a Milwards split cane spinning rod (9)

£300 - 400



122

118

#### FOUR HARDY 'THE PERFECT' ALLOY FLY REELS

A 4in. 1917 check reel with ivorine handle, smooth chrome foot, line guard and central circular logo; a 4 1/4in. Duplicated Mark II reel with black handle and smooth brass foot; a 4 1/4in. post-war reel with grooved brass foot and line guard; a Contracted 3 5/8in. Duplicated Mark II reel with smooth brass foot and agate line guard and all together with a Hardy block leather case for a 4 1/2in reel.

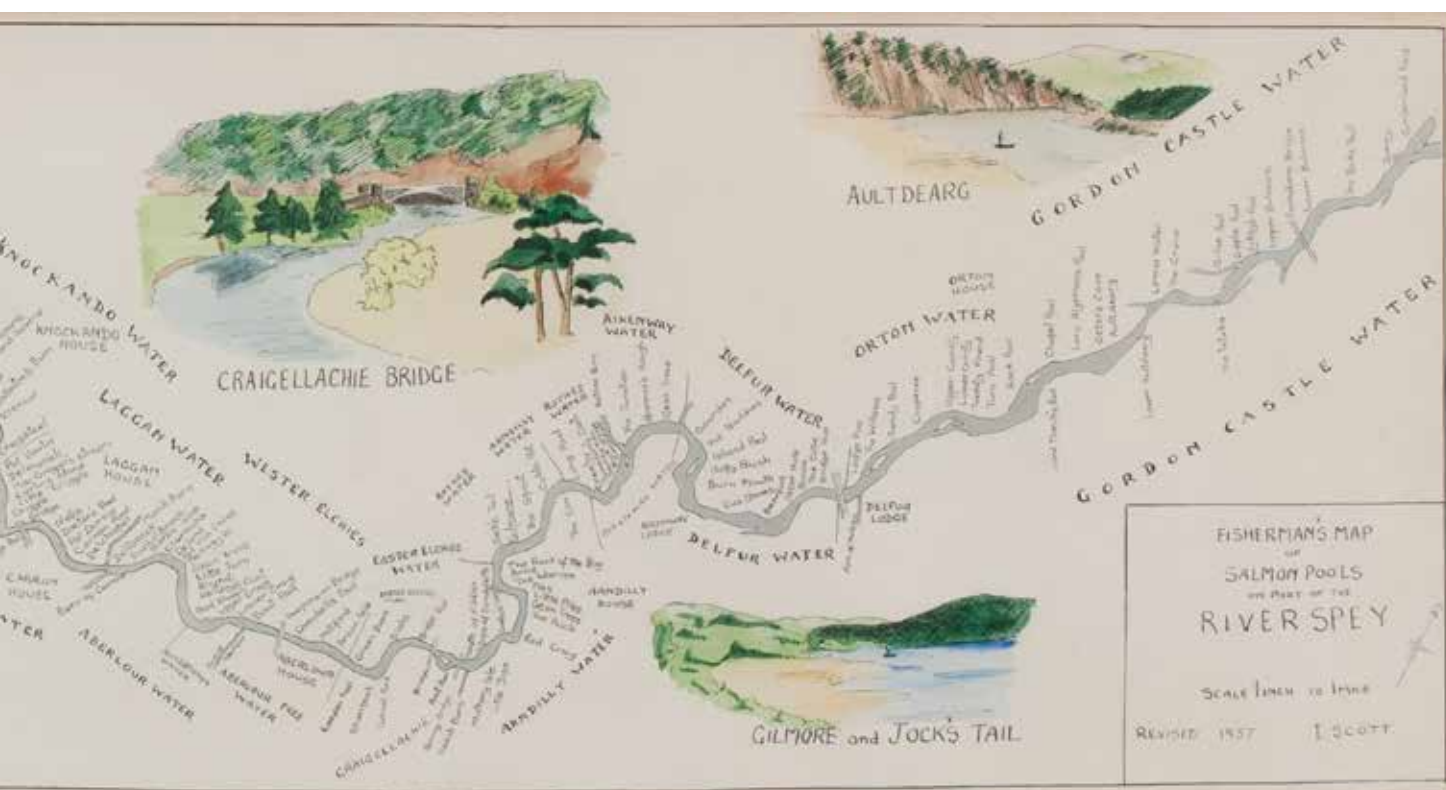
(4)

£600 - 800



118





119

#### TWELVE VARIOUS FLY REELS

A W. Haynes, Cork, 3 3/4in. brass plate wind reel; two Hardy 'The St Aidan' reels and a 'The Lightweight' with spare spool; four brass reels with crank winding arms; a brass plate wind reel; a Nottingham and later Sealey reels.

(12)

£300 - 500

120

#### THREE ANGLERS CATALOGUES AND FURTHER TACKLE

Comprising 'Malloch Tackle' 1937, (152 pages); 'Hardy's Anglers' Guide, 1954, (61st Edition) and 'Marshall Field & Company' (1930) together with a Hardy 'The Neroda' fly box; a Malloch black japanned expanding Salmon fly box; a bait box; two Hardy dry fly boxes (one with clear-view compartments); a leather fly wallet; a Robertson Dingley 4in. alloy St George-style reel; a Hardy 'The Hebridean' palakona three-pce rod with spare tip (reduced), 'E83359'; a Hardy 'The DeLuxe' three-pce palakona rod; and a Daiwa Osprey Amorphous Whisker 16ft. salmon fly rod.

(qty)

£300 - 500

121

#### A RUN OF J R GOW & SONS, DUNDEE, FISHING TACKLE CATALOGUES

Eleven editions from 1951-1962 (1956-57 is combined), together with two books by Jess Miller: Antique Fishing Tackle 1987, still in original box and The Dunkeld Collection Hardy Reels, 2004, signed.

(3)

£300 - 400

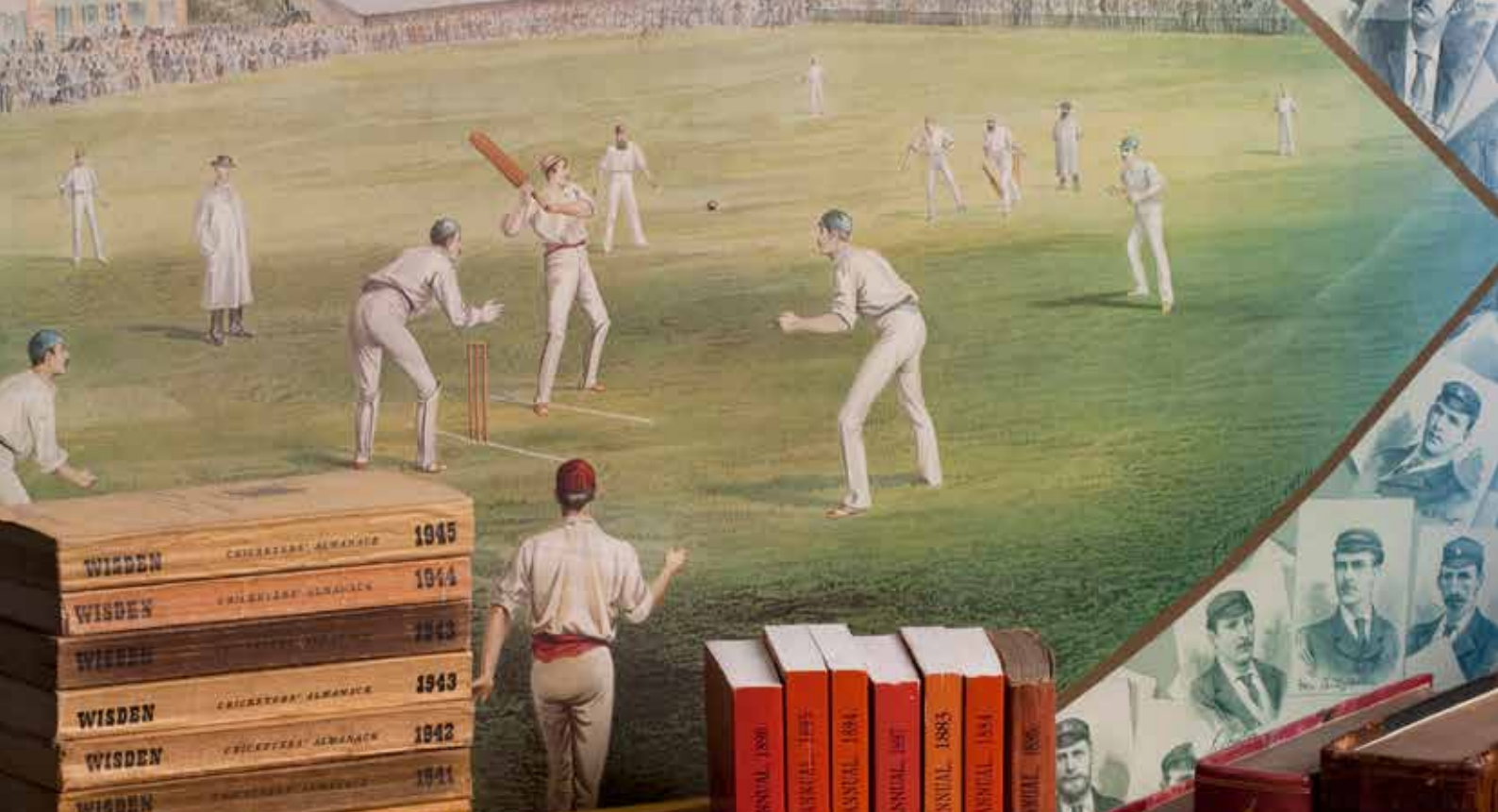
122

#### A RIVER SPEY PRINT, GOW ROD AND REEL

A hand coloured 1957 edition River Spey with all pools listed by Irene Scott; an impressive 5in. Gow all brass salmon reel with ivory handle and retaining most of the original finish and a Gow, 'Poacher's' rod, 9ft (reduced), six-pce. The print 20cm wide, 75cm high (7 1/2in. wide x 29 1/2in. high).

(3)

£500 - 600



# THE CRICKET LIBRARY OF JOHN RANDALL

Lots 123-191

## INTRODUCTION BY JOHN RANDALL

I was born in East London, South Africa in 1938 and my family relocated to Johannesburg in 1946 after my father, who had been captured at Tobruk and served as a prisoner of war, returned. My only sibling, a sister, was born in 1948 and so I was brought up as virtually an only child.

My first cricket book, Moyes' Bradman, was given to me for my 10th birthday; I still have the book and treasure it. My friends and I used to watch the cricket tests at Ellis Park for all 5 days, sitting on the grass under a lean-to tent, assiduously scoring. I was there when Hutton and Washbrook put on 359 for the first wicket on the first day. I went on to acquire my first Wisden out of savings before I left school in 1955.

I have always had a yen for cricket history and statistics, and so when I acquired Duffus' history of South African cricket 1927 – 1947, I became aware that there were two earlier volumes. I was told that they were long out of print and unobtainable. The public library had a copy of volume 2 covering 1919-1927 and so I started taking it out every two weeks and I copied the scores into a manuscript book. Halfway through my task, to my delight, I discovered a second hand copy at Butch Berman for 15 shillings. I presume my late mother threw out the manuscript, a great pity.

In May 1983, my family of wife and four children, emigrated to Sydney and we have been living in the same house close to the harbour and Bondi beach ever since.

I discovered the catalogues of Roger Page in Melbourne and John McKenzie in Ewell and my collection took off. In the late 1990's I catalogued the collection for the first time; I also collect rugby union and boxing books and so the collection grew to just over 5,000 books.

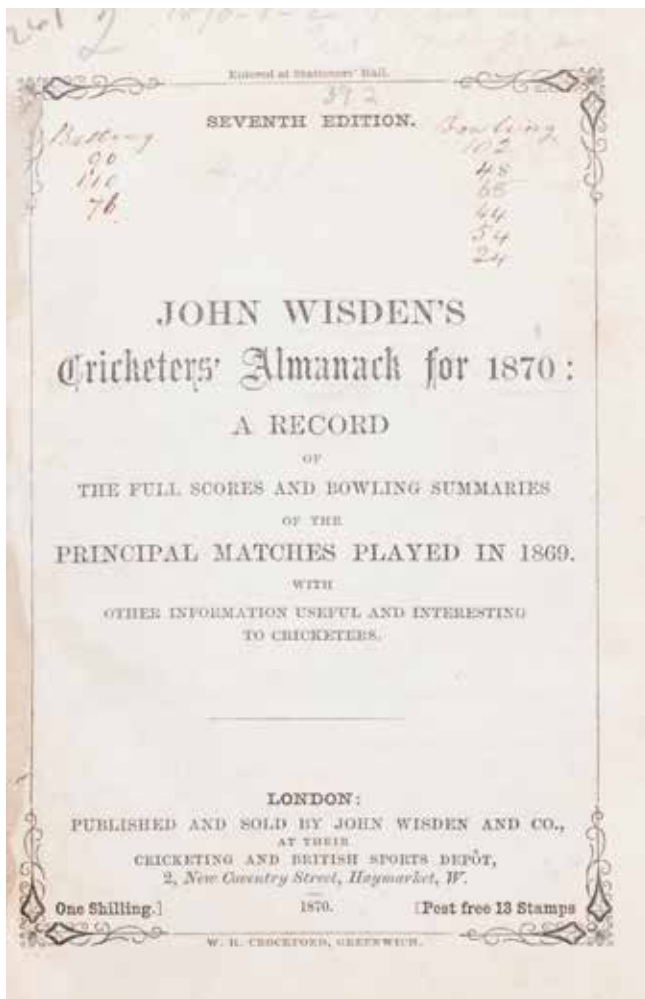
Traveling a lot internationally I thought there was a need for a list of booksellers in Wisden. I wrote to the then editor Graeme Wright and got nowhere. I noticed that an American editor, Matthew Engel, had taken his place so I sent him the identical letter – imagine my delight when the next edition had a list of booksellers around the world.

Like most collectors I collected to get sequences, but as all collectors know, happiness is when you start looking for something in an old Wisden and get thoroughly distracted as you try to find the item. I have been a member of ACSH, CMS and The Cricket Society for many years and thoroughly enjoy reading their quarterly and half-yearly magazines.

I have been a Rotarian since 1937 and am a member of the Rotary Club of Sydney, it had 400 members at one time and so one did not know all your fellow members. Sitting down next to me one Tuesday luncheon was a relatively new member. I introduced myself and he said his name was "Umrigar." Famous name, I said and he said "why?" "Polly" said I, and he replied "my father." I told him about my collection of cricket books and the fact that I had two about Indian cricket. I entrusted these books to him and that was the last I saw of them for about 6 weeks, I was just starting to wonder what had happened to them when he reappeared with them all signed by his father and a stellar list of names such as Gavaskar, Kapil Dev and Manjrekar. His father no doubt sat in a section with the former captains. This item should catch the eye of one of our sub-continent collectors.

My collection merited mention in David Frith's book about the great collections and he particularly liked my comment that I would not mind if I got nothing for it as it had given me so much pleasure over the years. Reaching the age of 75, I decided it was time to sell, roughly 1,400 books are set out in the lots below. I had collected all but 7 original Wisdens and some interesting items such as a complete set of Mailey's cartoons, and a large number of Rosenwater's and Goulstone's limited editions plus most of the earlier tour books.





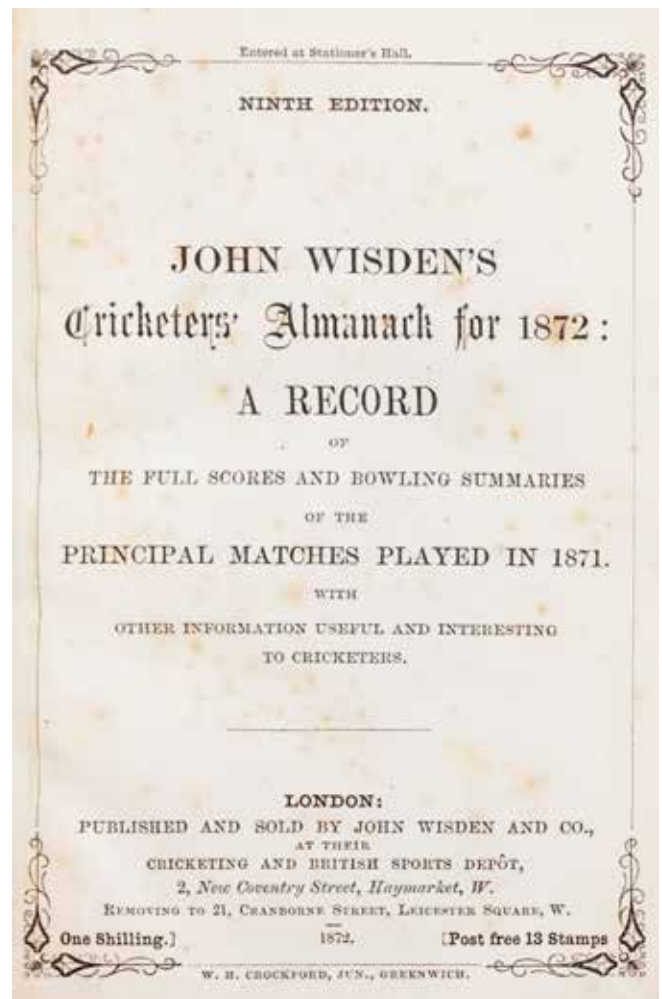
123

123 •

**WISDEN (JOHN)**

Cricketers' Almanack for 1870[-1871], seventh and eighth edition, both lacking pages 5-12 (i.e. "Almanack" and some "Births and Deaths"), titles with bowling and batting scores added in ink in an early hand, uniform modern cloth, 8vo, John Wisden, 1870 and 1871 (2)

£400 - 600



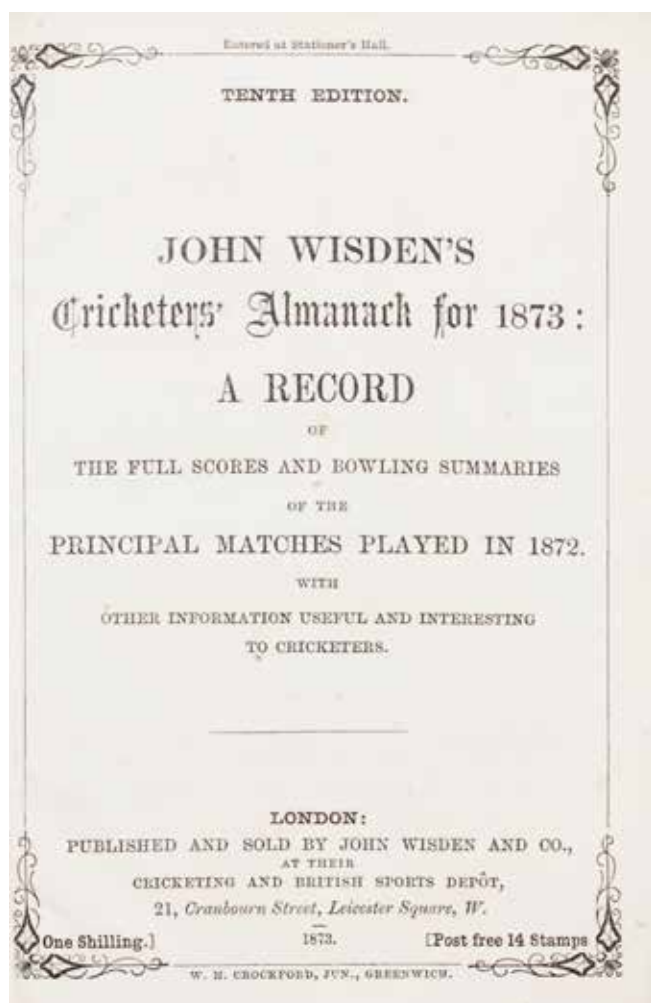
124

124 •

**WISDEN (JOHN)**

Cricketers' Almanack for 1872, ninth edition, occasional spotting, ownership inscription of Arthur E. de Sybel on front free endpaper, later cloth, 8vo, John Wisden, 1872

£1,500 - 2,000



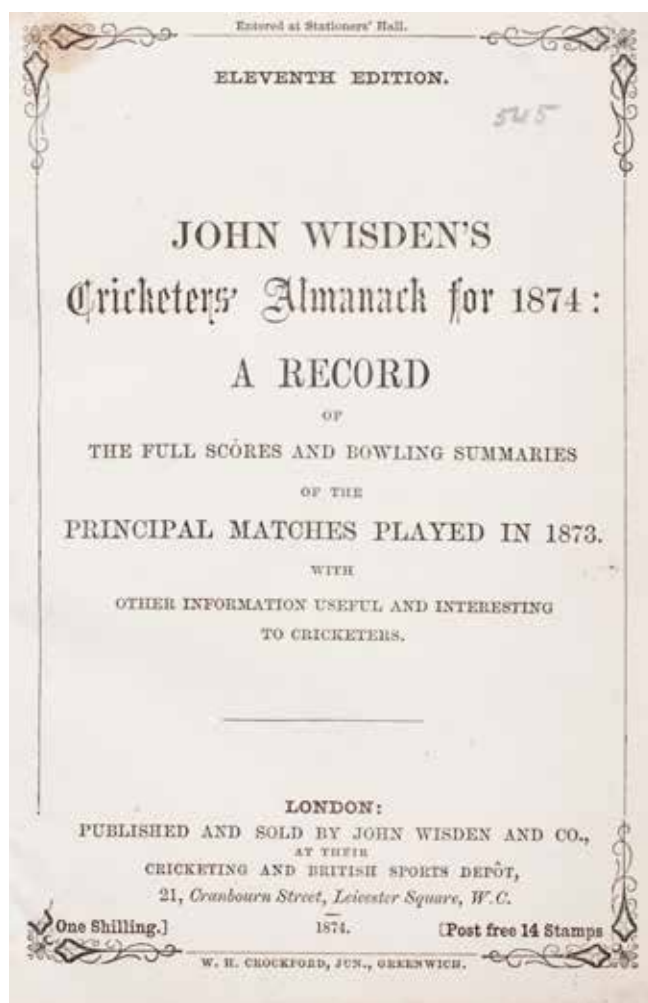
125

125 •

**WISDEN (JOHN)**

Cricketers' Almanack for 1873, *tenth edition, modern cloth, 8vo*, John Wisden, 1873

£1,000 - 1,500



126

126 •

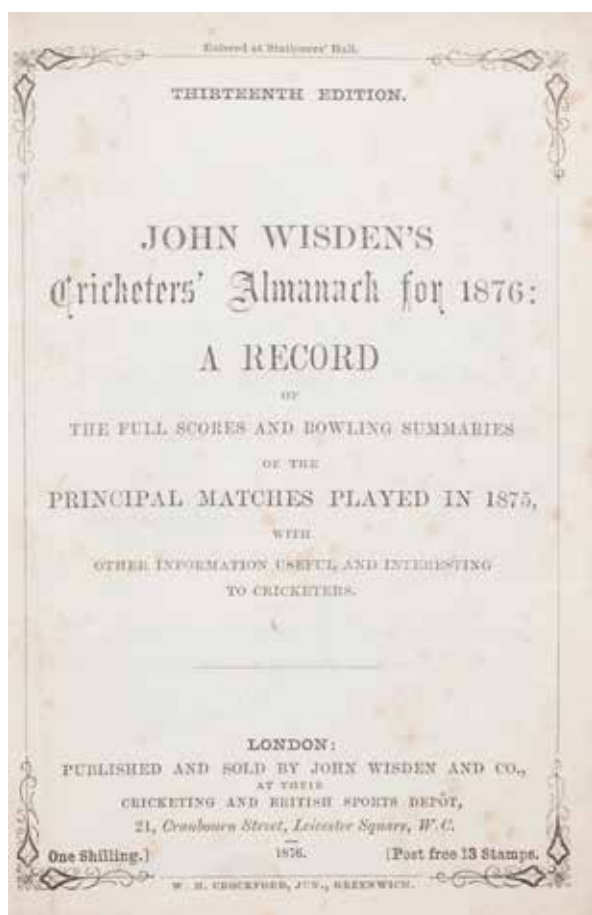
**WISDEN (JOHN)**

Cricketers' Almanack for 1874, *small repair to tear in gutter margin of title, a few pencil underlinings, armorial bookplate of Russell Bencraft, half blue morocco by Broadbent of Southampton, spine faded, 8vo*, SCARCE, John Wisden, 1874

£2,000 - 3,000

RARE. Eleventh edition, edited by W.H. Knight and the last edition of less than 200 pages.

**Provenance:** From the library of Sir Henry William Russell Bencraft, book-plate, remarkable all-round sportsman and first-class cricketer for Hampshire and the MCC.



127

127 •

#### WISDEN (JOHN)

Cricketers' Almanack for 1876, *thirteenth edition, occasional spotting, title and verso final leaf a little soiled, modern cloth, 8vo, John Wisden, 1876*

£1,000 - 1,500

128 •

#### WISDEN (JOHN)

Cricketers' Almanack for 1877, *fourteenth edition, occasional light spotting, inscribed "January 23rd. 1876" on title, modern cloth, 8vo, John Wisden, 1877*

£1,000 - 1,500

129 •

#### WISDEN (JOHN)

Cricketers' Almanack for 1878, *fifteenth edition, modern cloth, 8vo, John Wisden, 1878*

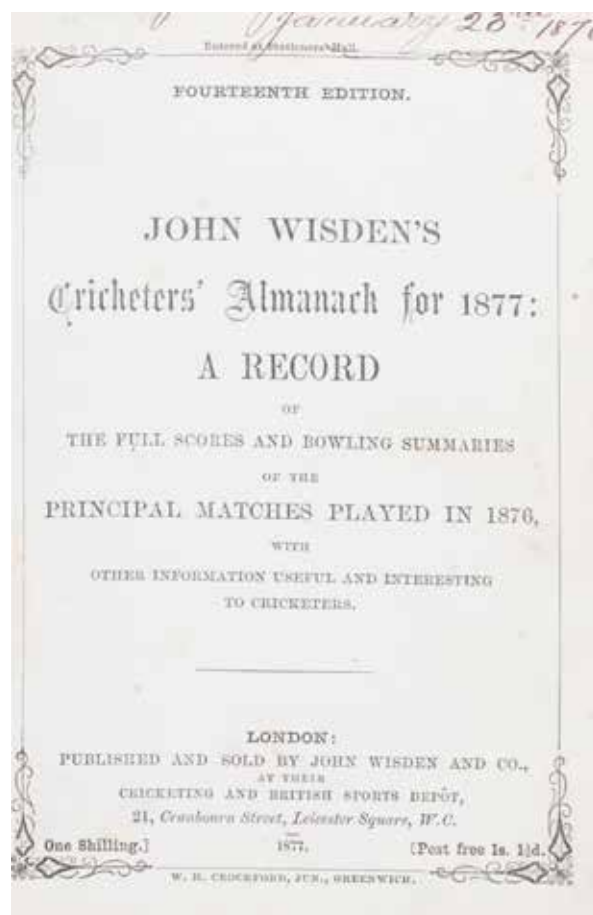
£1,000 - 1,500

130 •

#### WISDEN (JOHN)

Cricketers' Almanack for 1879, *original printed wrappers, upper wrapper faded and slightly marked, flaking to top and bottom of spine, lacking lower wrapper, held in purpose-made solander box, 8vo, John Wisden, 1879*

£600 - 800



128

131 •

#### WISDEN (JOHN)

Cricketers' Almanack for 1880, *seventeenth edition, title page laid down, (staining to title page), modern cloth, 8vo, John Wisden, 1880*

£300 - 400

132 •

#### WISDEN (JOHN)

Cricketers' Almanack for 1881, *eighteenth edition, original printed wrappers, upper cover slightly pockmarked, spine creased with some chipping, date in ink to spine, 8vo, John Wisden, 1881*

£300 - 400

133 •

#### WISDEN (JOHN)

Cricketers' Almanack for 1882, *fifteenth edition, modern cloth, 8vo, John Wisden, 1882*

£300 - 400

134 •

#### WISDEN (JOHN)

Cricketers' Almanack for 1883, *twentieth edition, original printed wrappers, spine creased with some chipping, date in ink to spine, custom loose hard back cover, gilt-title to board, 8vo, John Wisden, 1883*

£300 - 400



135 •

**WISDEN (JOHN)**

Cricketers' Almanack for 1884, *twenty-first edition, original printed wrappers, spine creased with some chipping, date in ink to spine, custom loose hard back cover, gilt-title to upper board, 8vo, John Wisden, 1884*

£300 - 400

136 •

**WISDEN (JOHN)**

Cricketers' Almanack for 1885, *twenty-second edition, 1884; Cricketers' Almanac for 1886, twenty-third edition, 1885, both modern cloth, 8vo, John Wisden (2)*

£400 - 500

137 •

**WISDEN (JOHN)**

Cricketers' Almanack for 1886, *twenty-third edition, original printed wrappers, abrasion to covers, 8vo, John Wisden, 1886*

£300 - 400

138 •

**WISDEN (JOHN)**

Cricketers' Almanack for 1887, *twenty-fourth edition, original printed wrappers, upper cover detached, small burn to title and preliminary seven pages, spine creased with loss, binding loose, 8vo, John Wisden, 1887*

£300 - 400

139 •

**WISDEN (JOHN)**

Cricketers' Almanack for 1888, *twenty-fifth edition, original printed wrappers, spine creased with some chipping, 8vo, John Wisden, 1888*

£300 - 400

140 •

**WISDEN (JOHN)**

Cricketers' Almanack for 1889, *twenty-sixth edition, photographic plate, 1889; Cricketers' Almanack for 1890, twenty-seventh edition, second issue, photographic plate, abrasion to upper cover, 1890; Cricketers' Almanack for 1891, twenty-eighth edition, photographic frontispiece of five great wicket keepers, lacks original front cover and preliminary adverts, 1891, all modern cloth, 8vo, John Wisden (3)*

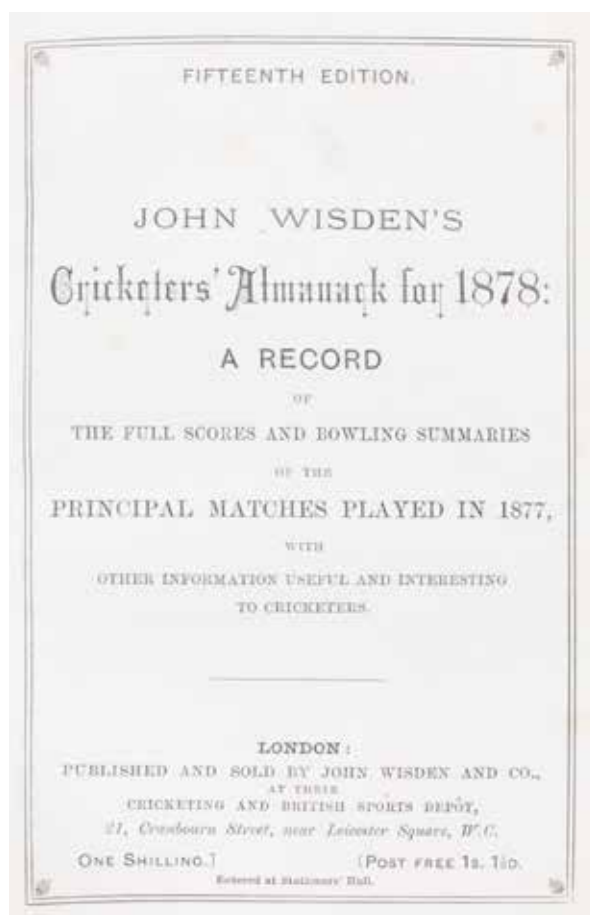
£500 - 700

141 •

**WISDEN (JOHN)**

Cricketers' Almanack for 1892, *twenty-ninth edition, modern half-morocco, bookplate for 'Public Library Hove, presented by Mr R. Morris, Jan 1934' pasted to rear end-paper, 1892; Cricketers' Almanack for 1893, thirtieth edition, later half morocco, 1893; Cricketers' Almanack for 1894, thirty-first edition, end paper with pencil and pen notes, modern cloth, 1894; Cricketers' Almanack for 1895, thirty-second edition, modern cloth, 1895, photographic plate, 8vo, John Wisden (4)*

£500 - 700



129

142 •

**WISDEN (JOHN)**

Cricketers' Almanack for 1896, *thirty-third edition, 1896; Cricketers' Almanac for 1897, thirty-fourth edition, small ink stain to title, 1897; Cricketers' Almanac for 1898, thirty-fifth edition, 1898; Cricketers' Almanac for 1899, thirty-sixth edition, 1899, photographic plate, all modern cloth, 8vo, John Wisden (4)*

£500 - 700

143 •

**WISDEN (JOHN)**

Cricketers' Almanack for 1916, *53rd edition, publisher's yellow paper wrappers, stained, loss to head of spine and top corner of upper cover, spine creased, 8vo, John Wisden, 1916*

£250 - 350

Tributes to both W.C. Grace and V.T. Trumber, both of whom died in 1915.



148

144 •

#### WISDEN (JOHN)

Cricketers' Almanack for 1940, *77th edition*, 1940; Cricketers' Almanack for 1941, *78th edition*, 1941; idem, another copy; Cricketers' Almanack for 1942, *79th edition*, 1942; Cricketers' Almanack for 1943, *80th edition*, 1943, idem, another copy; Cricketers' Almanack for 1944, *81st edition*, 1944; Cricketers' Almanack for 1945, *82nd edition*, 1945, *publisher's limp cloth*, 8vo, John Wisden (8)

£250 - 350

145 •

#### WISDEN (JOHN)

Cricketers' Almanack for 1900-1915; 1917-1939; 1946-2014; idem, duplicate copies for 1915, 1932, 1938, 1946, *mounted photographic plates in volumes for 1900 to 1915, other plates in later volumes, two in publisher's cloth, remainder in publisher's limp cloth, 14 later bound in modern cloth*, 1900-2014--BARNARD (DEREK, compiled by) An index to Wisdens Cricketers' Almanack 1864-1984, 1985, 8vo, John Wisden (113) sold as a periodical

£2,000 - 3,000

146 •

#### WISDEN (JOHN)

Wisden's Cricketers' Almanack 1864-1878, NUMBER 388 OF 1000 COPIES, *publisher's cloth, gilt title to upper board, contained within yellow cloth covered publisher's presentation box*, 8vo, John Wisden, 1991 (15)

£250 - 350

147 •

#### WISDEN (JOHN)

Cricketers' Almanack for 1864-1875; idem, duplicate copies for 1869, 1870, 1875, *second facsimile edition, publisher's paper wrappers, each with title and date in pencil to the spine*, Lowe & Brydone; idem, copies for 1879-1902 and 1916, LIMITED TO 500 AND 1000 COPIES, *facsimile edition, publisher's cloth, many with original plastic jackets*, FINE COPIES, Willows, 8vo (35)

£400 - 600

148 •

#### YORKSHIRE COUNTY CRICKET CLUB

Annuals, 1893-1998, 93 vol., *vol. one and two facsimile editions (1990 and 1992, limited to 150 and 100 copies respectively)*, vol. 5-32, 34-35, 37-82, 84, 86, 96, 100, *plates, publisher's cloth, several covers dampstained or scuffed [Padwick 3051]*, 8vo, Leeds, Y.C.C.C., 1893-1998; and 11 duplicates (93)

£1,000 - 2,000

149 •

#### COUNTY CRICKET

ASHLEY-COOPER (F.S.) Kent County Cricket, 1923; Somerset County Cricket, [1924]; Hampshire County Cricket, 1924; Gloucester County Cricket, 1924; Derbyshire County Cricket, 1924, *three original publisher's wrappers, two with modern cloth*, George May--FORD (W.J.), ASHLEY-COOPER (F.S.) & HAIG (N.) Middlesex County Cricket Club, 1864-1947, 3 vol.; idem, another copy 1921-1947, Longmans, 1900, William Heineman, 1921, [Middlesex County Cricket Club, 1949]--HOLMES (R.S.), PULLIN (A.W.) & KILBURN (J.M.), The History of Yorkshire County Cricket, 1833-1949, 3 vol., Constable, 1904, Chorley & Pickersgill, 1924, Yorkshire County Cricket Club, 1950, *publisher's gilt-stamped cloth*--HARRIS (JOHN) The History of Kent County Cricket, *publisher's cloth*, Eyre & Spottiswoode, 1907, together with appendix E-I, *printed wrappers and cloth*; appendix J (LIMITED TO 500 COPIES), *publisher's cloth*--NORMAN (PHILIP) Scores and Annuals of the West Kent Cricket Club 1812-1896, *cloth-backed boards*, Eyre & Spottiswoode, 1897--HARRIS (JOHN) & ASHLEY-COOPER (F.S.) Kent Cricket Matches 1719-1880, *publisher's gilt-stamped cloth*, Canterbury, Gibbs & Sons, 1929--HARRIS (JOHN) A Few Short Runs, *publisher's cloth*, John Murray, 1921--ALVERSTONE (LORD) & ALCOCK (C.W.) Surrey Cricket its History and Associations, *publisher's embossed cloth*, Longmans, 1904--ASHLEY COOPER (F.S.) Nottinghamshire Cricket and Cricketers, *publisher's cloth*, Nottingham, Henry B. Saxton, [1923]--Nottingham Cricket Matches from 1771 to 1865, *publisher's paper wrappers*, Nottingham, Sutton, 1865--PULLIN (ALFRED) Talks with Old Yorkshire Cricketers, *publisher's paper wrappers*, Leeds, The Yorkshire Post, 1898--SQUIRE (H.F. & A.P.) Henfield Cricket and its Sussex Cradle, *publisher's cloth*, Hove, Combridges, 1949--WASHER (GEORGE) A Complete Record of Sussex County Cricket 1728 to 1957, *publisher's paper wrappers*, Sussex County Cricket Club [1958] and six other volumes on cricketing in Sussex, 8vo & 4to (34)

£300 - 500



150

150 •

#### LILLYWHITE (FREDERICK)

Cricket Scores and Biographies of Celebrated Cricketers, 15 vol. (all published), vol. 3 early half calf, very rubbed, vol. 4 modern red half morocco, cricket motifs gilt on spine, vol. 7 modern cloth, else publisher's cloth, final vol. with torn dust-jacket, some wear, soiling and fading, several joints cracked, 3 vol. recased largely retaining backstrips [Padwick 805], 8vo, Lillywhite [-and Kent], 1862-63, Longmans, 1876-1925; Facsimile reprints of vol. 1, 4, 14, 16-18, publisher's cloth, 3 with dust-jackets, [1996-2012]; An Index to vol. 1-18, publisher's printed wrappers, 1995-2012, Cambridge, Roger Havens, 8vo (40)

£800 - 1,200

151 •

#### LILLYWHITE

LILLYWHITE (JOHN) Cricketer's Companion For 1867; idem, another copy, For 1868; idem, another copy, For 1869, twenty third - twenty fifth editions, bound in one volume, half morocco, rubbed, John Lillywhite, [1866-1868]; idem, two further copies for 1865, facsimile, publisher's cloth--LILLYWHITE (JAMES) Cricketers' Annual 1895, publisher's limp cloth, James Lillywhite Frowd, 1894; idem 6 further copies, facsimile for the years 1883; 1884; 1894-1897, publisher's printed wrappers, [Cricket Lore], 12mo--LILLYWHITE (FREDERICK) Cricket Scores and Biographies, vol. 1-18 (5 duplicates) LIMITED EDITIONS, facsimile, publisher's cloth (5 with dust-jackets), 8vo, Louth, Roger Havens, 1996-2012 (39)

£250 - 350

152 •

#### CANTERBURY

The Canterbury Cricket Week...Volume First (all published), half-title printed in colours, 16 albumen photograph portraits mounted four to a page, preceded by a mounted photograph serving as sub-title, publisher's red cloth, lettered on upper cover, spine detached, [Gernsheim 296, Padwick 2084], 4to, Canterbury, William Davey, 1865--SMALL (F. MILTON) The Canterbury Cricket Week Its Origin, Career and Jubilee, second issue, publisher's printed wrappers, [Padwick 2089], Canterbury, for the Author, [1891] (2)

£200 - 300

A celebration of Canterbury Cricket Week and the Old Stagers, from 1844.



152





153

153 •

**GRACE (WILLIAM GILBERT)**

Cricket, NUMBER 632 OF 652 COPIES SIGNED BY AUTHOR, *half-title, wood-engraved portrait frontispiece and plates on India paper, subscriber's list at end, publisher's half morocco, t.e.g., rebacked retaining backstrip, new endpapers [Padwick 433], 4to, Bristol and London, J.W. Arrowsmith and Simpkin, Marshall, 1891*

£400 - 600

154 •

**GRACE (WILLIAM GILBERT)**

ASHLEY-COOPER (FREDERICK SAMUEL) W. G. Grace, Cricketer: A Record of his Performances in First-Class Matches, *publisher's paper wrappers (rubbed) [Padwick 7571], John Wisden, [1916]--SMITH (RICK) and WILLIAMS (RON) W.G. Down Under: Grace in Australia 1873-74 and 1891-92, NUMBER 238 OF 275 COPIES, SIGNED BY THE AUTHORS, publishers paper wrappers, Tasmania, Apple Books, 1994--HAWKE (MARTIN BLADEN HAWKE), HARRIS (GEORGE ROBERT CANNING HARRIS) and GORDON (HOME, editors) The Memorial Biography of Dr. W. G. Grace, issued under the auspices of the Committee of the M.C.C., publisher's boards [Padwick 7586], portrait frontispiece and plates, Constable & Company, 1919, 8vo--Dr. W. G. Grace Cricketer of the World Cotton Handkerchief, (585 x 564mm) (4)*

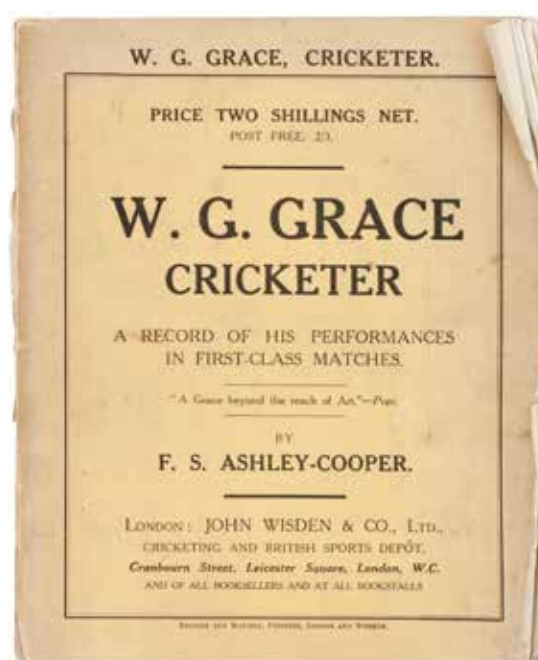
£200 - 300

155 •

**[BETTESWORTH (WALTER AMBROSE)]**

A Royal Road to Cricket by an Old Sussex Cricketer, *line illustrations after the author throughout, publisher's colour-printed wrappers, W.G. Grace's portrait is included in the full-page advertisement for Methven Brownlee's biography at the end, a little torn and scuffed, tear on lower wrapper repaired with tape [Padwick 6838], oblong 4to, Iliffe, [1891]; The Walkers of Southgate, [Padwick 8187], Methuen, 1900; Chats on the Cricket Field, [Padwick 7175], Merritt & Hacker, [1910], green publisher's cloth, 8vo, ALL FIRST EDITIONS (3)*

£300 - 500



154

156 •

**WARNER (PELHAM FRANCIS)**

My Cricketing Life, 4to, Hodder and Stoughton, [1921]; Imperial Cricket, UNNUMBERED SUBSCRIBERS COPY LIMITED TO 900 COPIES, folio, The London & Counties Press Association, 1912, *publisher's gilt-stamped cloth*; The Fight for the Ashes 1926, [1926]; The Fight for the Ashes in 1930, 1930; Gentleman v Players 1806-1949, 1950; Lord's 1787-1945, 1946; idem, another copy, 1948, George Harrap; England v Australia 1912, The Sportsman Book Club, 1956; England v. Australia, The Record of a Memorable Tour, Mills & Boon, 1912; Cricket Reminiscences with some Review of the 1919 Season, Grant Richards, 1920; Cricket Across the Seas, Longmans, 1903; Cricket Between Two Wars, Chatto & Windus, 1942; idem, another copy, 1946; The Book of Cricket, Sporting Handbooks, 1944; Cricket in Many Climes, William Heinemann, 1900; The Book of Cricket, J.M. Dent, 1911; Cricket, The Badminton Library, [Padwick 480], Longmans, 1920; idem, another copy, 1893; idem, another copy, Ashford Press Publishing, Southampton, 1987--INNINGS (LONG) The Autobiography of Sir Pelham Warner, George Harrap, 1951--FARNES (KENNETH) Tours and Tests, Lutterworth Press, 1940, *publisher's cloth, 8vo--GORDON (HOME, edited by) Eton v. Harrow at Lord's, 4to, Williams and Norgate, 1926 (22)*

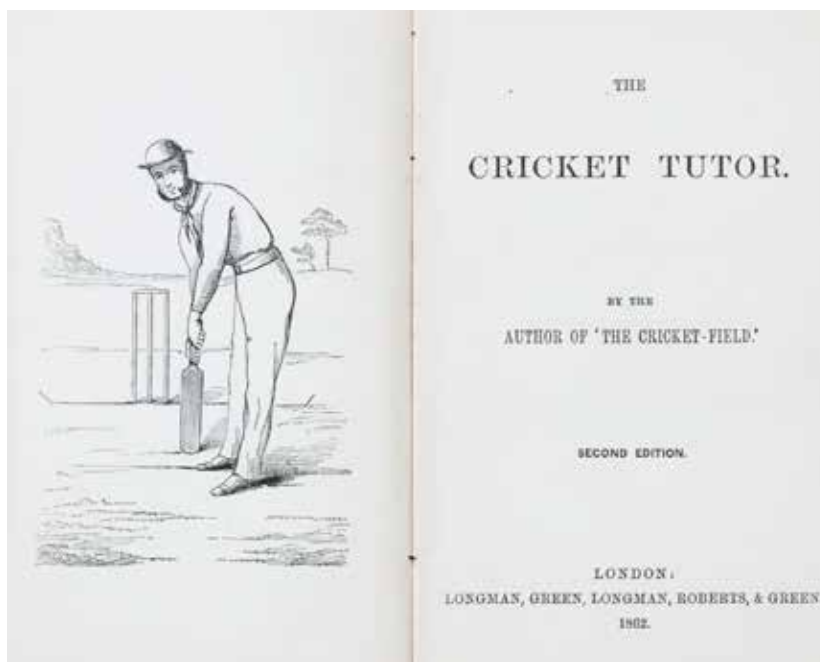
£300 - 500

157 •

**H. P.-T. [PSEUD. OF P.F. THOMAS]**

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158

158 •

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159 •

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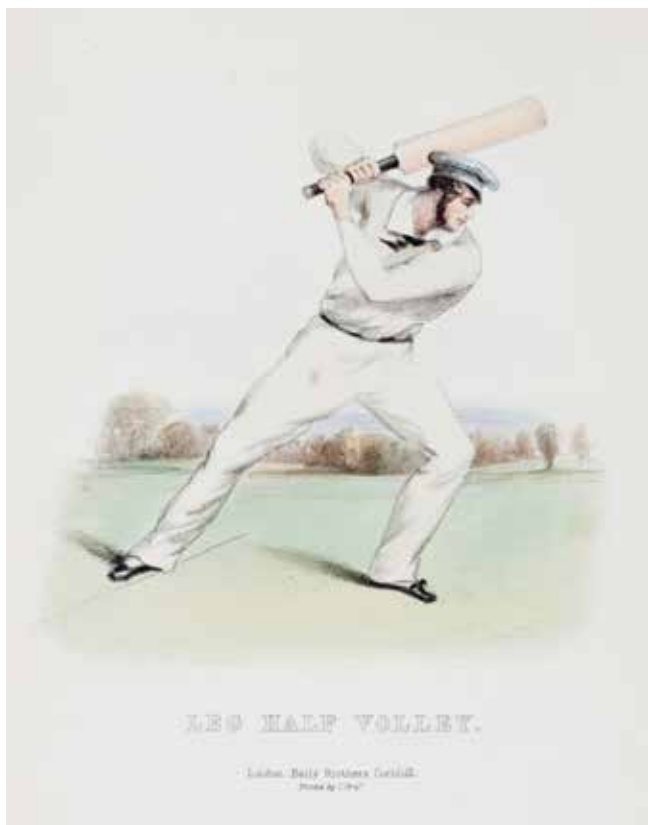
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161



162

161 •

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163 •

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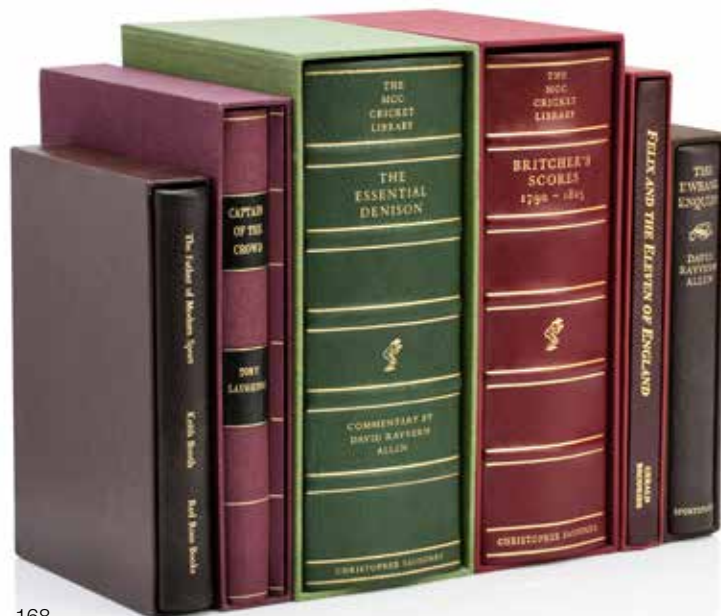
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168

168 •

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171

171 •

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172

172 •

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173 •

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173

174 •

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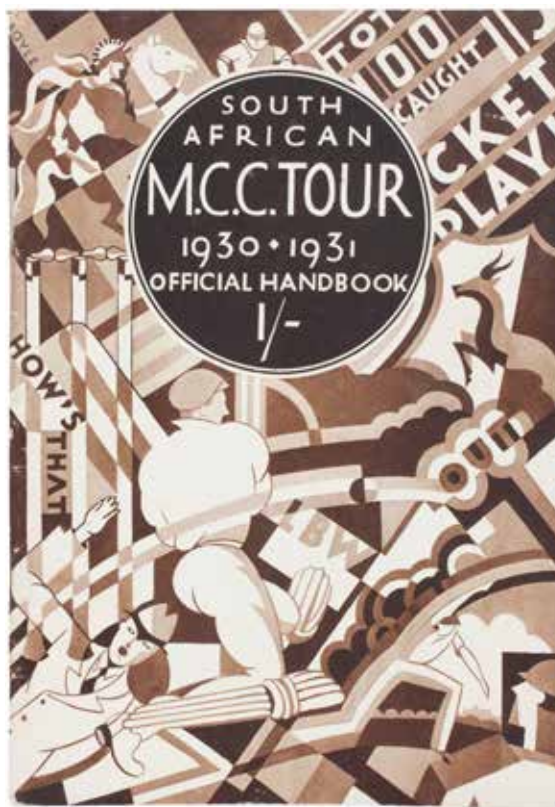
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174



175

176 •

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178 •

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179 •

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181 •

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182 •

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183

183 •  
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184

184 •

#### AMERICA

1872, International Cricket Fete, Official Hand-book containing the Programme of Arrangements during the visit of the English Gentlemen eleven to Philadelphia, *in original acanthus leaf wrappers, 'advance copy' in ink to upper cover, spine torn, upper cover with crease and loss to lower cover* [Padwick 4084], Philadelphia, Lippincott, September 1872--FLANNERY (JEROME, edited by) The American Cricket Annual for 1890, *lacks lower cover* [Padwick 4045], New York, Sabiston, 1890--FITZGERALD (ROBERT ALLAN) Wickets in the West; or the Twelve in America, [Padwick 4895], Tinsley, 1873--Illinois Cricket Annual For 1940, [Padwick 4063], Chicago, Illinois Cricket Association, 1940--HOLMES (H.R.) The American Cricketers in the West Indies 1887-88, NUMBER 34 OF 75 SIGNED COPIES, [Padwick 5742-1], for the Author, 1975--GREEN (JOHN PUGH) The Tour of the Gentlemen of Philadelphia in Great Britain in 1884, Red Rose Books, 2002--SISSONS (RICK) The Don Meets the Babe, The 1932 Australian Tour of North America, NUMBER 59 OF 250 SIGNED COPIES, McKenzie, 1995, and two other books, publisher's cloth and printed wrappers, 8vo (9)

£250 - 350

185 •

#### NEW ZEALAND

'TRUNDLER' (THAMES, pseud., William H. Newton, edited by) New Zealand Cricketers Annual for 1895, [Padwick 3757], Auckland, Abel, Dykes & Co., 1895--HINTZ (ORTON SUTHERLAND) The New Zealanders in England, 1931, [Padwick 5526], J. M. Dent, 1931, *modern cloth*--REESE (THOMAS WILSON) New Zealand Cricket 1841-1914, Christchurch, Simpson & Williams, 1927; New Zealand Cricket 1914-1933, Auckland, 1936, [Padwick 3751]--SNOW (PHILIP ALBERT) Cricket in the Fiji Islands, FIRST EDITION, [Padwick 4326], Christchurch, 1949, Whitcombe & Tombs, publisher's cloth, 8vo (5)

£250 - 350

186 •

#### INDIA

RANJITSINHJI (KUMAR SHRI) The Jubilee Book of Cricket, FIRST EDITION, [Padwick 467]; *idem*, another copy, second edition, William Blackwood, 1897--BOSE (MIHIR) A History of Indian Cricket, *dust-jacket*, Andre Deutsch, [1990] THE SECOND AND THIRD ITEMS INSCRIBED AND SIGNED BY 8 LEADING INDIAN CRICKETERS, INCLUDING 6 INDIAN TEST MATCH CAPTAINS to the front endpapers, *publisher's cloth*, 8vo, together with another book on Indian cricket (4)

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~~16.5.92~~

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16/6/92

M. H. H. H. H. H.

Best wishes,

M. H. H. H. H. H.

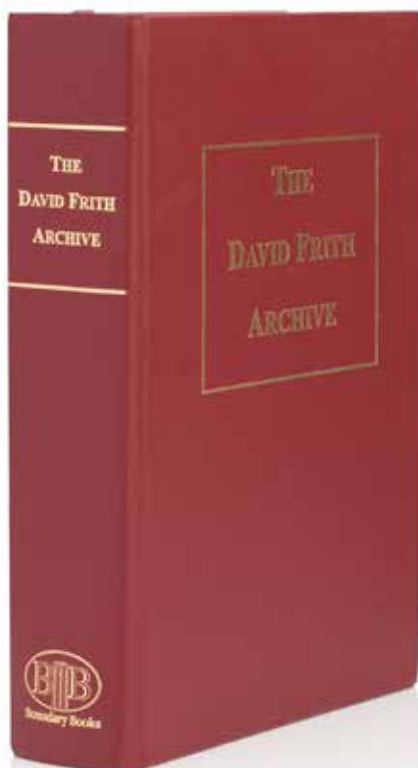
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W. H. H. H. H. H.

Best wishes  
N. H. H. H. H. H.

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187

187 •

#### **BIBLIOGRAPHY**

FRITH (DAVID) The David Frith Archive, A Detailed Catalogue of the Cricket Library and Memorabilia Collection of David Frith, NUMBER 43 OF 75 COPIES SIGNED BY FRITH, *publisher's maroon cloth, folio*, Boundary Books, [2009]

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188 •

#### **BIBLIOGRAPHY**

GOLDMAN (JOSEPH WOLFE) Bibliography of Cricket, NUMBER 87 OF 125 SIGNED COPIES, [Padwick 20], 4to, 1937--WESTON (GEORGE NEVILLE) Bibliography of the Cricket Works of the late F.S. Ashley-Cooper, NUMBER 13 OF 100 COPIES, [Padwick 42], 12mo, 1933; My Cricket Collection and Cricket Literature, *third edition*, NUMBER 15 OF 50 COPIES, [Padwick 41], 8vo, [1974], for the Author--BRITTON (CHARLES J.) Cricket Books, the 100 Best (old and new), *later cloth* [Padwick 5], 12mo, Birmingham, Cotterell, 1929--PENTELOW (JOHN NIX) Historic Bats, *printed wrappers* [Padwick 359], 8vo, Warwick Press, [1931], together with other works on bibliography and cricket catalogues including early J.W. Mackenzie and sales of other major collections (quantity)

**£300 - 500**

189 •

#### **PERIODICALS**

The Cricketer, vol. 1-5, 9, 10, 17, *edited by Pelham Warner, A.W.T. Langford and others, non-uniform green cloth, some rubbing* [Padwick 1199], 4to, 1921-1929--The Journal of the Association of Cricket Statisticians and Historians, numbers 1-166--The Journal of the Cricket Society, 27 vol. complete--Cricket Memorabilia Society, number 10, 12-103--Cricket Lore, vol. 1-5--The South African Cricket Annual, 1951-2013, *publisher's wrappers, some in bound sets, 4to and 8vo*, sold as periodicals not subject to return (quantity)

**£150 - 250**

190 •

#### **CRICKET QUARTERLY**

BOWEN (ROWLAND, edited by) The Cricket Quarterly, [A complete set comprising]: vol. 1-8, each in 4 parts, together with index for 1963, 1965, 1967 & 1969; idem, another set, lacking vol. 8 number 4 and all index except 1963, *publisher's coloured printed wrappers, stapled* [Padwick 1195], 4to, Sussex & Cornwall, Rowland Bowen, 1963-1971 (quantity)

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191

#### **FRAMED PRINTS**

Dr. W.G. GRACE, Champion Cricketer of the World, *cotton handkerchief, printed in blue with central portrait of W.G. Grace, detailed biography and complete record of his 100 centuries to the surrounding border, sporadic light browning, framed and glazed, 540 x 533mm.*, [c.1895]--English & Australian Cricketers...Match... Played at Lord's Cricket Ground...July 1886, *modern reproduction of hand-coloured lithographed plate by J.F. Weedon, 1886, framed and glazed, 730 x 970mm.*, [c.1990]--Colour photograph of the Benson & Hedges 1992 World Cup teams on board ship, *framed and glazed, 390 x 475mm.* (3)

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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*
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- 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](mailto: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](http://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](mailto:info@bonhams.com)

## APPENDIX 1

### CONTRACT FOR SALE

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

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

## 1 THE CONTRACT

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

## 2 SELLER'S UNDERTAKINGS

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

## 3 DESCRIPTIONS OF THE LOT

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

## 4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

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

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

## 5 RISK, PROPERTY AND TITLE

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

## 6 PAYMENT

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

## 7 COLLECTION OF THE LOT

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

<b>8</b>	<b>FAILURE TO PAY FOR THE LOT</b>	<b>9</b>	<b>THE SELLER'S LIABILITY</b>	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			<b>11</b>	<b>GOVERNING LAW</b>
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.	<b>10</b>	<b>MISCELLANEOUS</b>		
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*.

<b>7</b>	<b>FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS</b>		
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;	<b>8</b>	<b>CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT</b>
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.
		<b>9</b>	<b>FORGERIES</b>
		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> .
		<b>10</b>	<b>OUR LIABILITY</b>
		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 <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , 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.	the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or	12.7	The headings used in this agreement are for convenience only and will not affect its interpretation.
10.3.2	Unless you buy the <i>Lot</i> as a <i>Consumer</i> , in any circumstances where we are liable to you in respect of a <i>Lot</i> , 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 <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you may be entitled to recover from the <i>Seller</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 negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.	it can be established that the <i>Lot</i> is a non-conforming <i>Lot</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; or	12.8	In this agreement "including" means "including, without limitation".
	You may wish to protect yourself against loss by obtaining insurance.	the <i>Lot</i> comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or	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.
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.	the <i>Lot</i> was listed in the <i>Catalogue</i> under "collections" or "collections and various" or the <i>Lot</i> was stated in the <i>Catalogue</i> to comprise or contain a collection, issue or <i>Books</i> which are undescribed or the missing text or illustrations are referred to or the relevant parts of the <i>Book</i> contain blanks, half titles or advertisements.	12.10	Reference to a numbered paragraph is to a paragraph of this agreement.
11	<b>BOOKS MISSING TEXT OR ILLUSTRATIONS</b>  Where the <i>Lot</i> is made up wholly of a <i>Book</i> or <i>Books</i> and any <i>Book</i> does not contain text or illustrations (in either case referred to as a "non-conforming <i>Lot</i> "), we undertake a personal responsibility for such a non-conforming <i>Lot</i> in accordance with the terms of this paragraph, if:  the original invoice was made out by us to you in respect of the <i>Lot</i> and that invoice has been paid; and  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 non-conforming <i>Lot</i> , and in any event within 20 days after the <i>Sale</i> (or such longer period as we may agree in writing) that the <i>Lot</i> is a non-conforming <i>Lot</i> ; and  within 20 days of the date of the relevant <i>Sale</i> (or such longer period as we may agree in writing) 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 non-conforming <i>Lot</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .  but not if:  the <i>Entry</i> in the <i>Catalogue</i> in respect of the <i>Lot</i> indicates that the rights given by this paragraph do not apply to it; or	If we are reasonably satisfied that a <i>Lot</i> is a non-conforming <i>Lot</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 and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> and <i>Buyer's Premium</i> paid by you in respect of the <i>Lot</i> .  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 <i>Lot</i> , all rights and benefits under this paragraph will cease.	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 <i>Bonhams</i> , it will also operate in favour and for the benefit of <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.
		<b>12 MISCELLANEOUS</b>	<b>13</b>	<b>GOVERNING LAW</b>  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 <i>Sale</i> 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. <i>Bonhams</i> has a complaints procedure in place.
		12.1 You may not assign either the benefit or burden of this agreement.		<b>DATA PROTECTION – USE OF YOUR INFORMATION</b>  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 <i>Website</i> 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.
		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.		<b>APPENDIX 3</b>
		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.		<b>DEFINITIONS AND GLOSSARY</b>  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.
		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 <i>Bonhams</i> marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the <i>Contract 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.		<b>LIST OF DEFINITIONS</b>  "Additional Premium" a premium, calculated in accordance with the <i>Notice to Bidders</i> , to cover <i>Bonhams' Expenses</i> relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the <i>Buyer</i> to <i>Bonhams</i> on any <i>Lot</i> marked [AR] which sells for a <i>Hammer Price</i> which together with the <i>Buyer's Premium</i> (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the <i>Sale</i> using the European Central Bank Reference rate prevailing on the date of the <i>Sale</i> ). "Auctioneer" the representative of <i>Bonhams</i> conducting the <i>Sale</i> .
		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 <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.		



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Website"** *Bonhams Website* at [www.bonhams.com](http://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.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

# Bonhams Specialist Departments

To e-mail any of the below use the first name dot second name @bonhams.com eg. charles.obrien@bonhams.com

## 19th Century Paintings

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

## 20th Century British Art

Matthew Bradbury  
+44 20 7468 8295

## Aboriginal Art

Francesca Cavazzini  
+61 2 8412 2222

## African, Oceanic & Pre-Columbian Art

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

## American Paintings

Alan Fausel  
+1 212 644 9039

## Antiquities

Madeleine Perridge  
+44 20 7468 8226

## Antique Arms & Armour

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

## Art Collections, Estates & Valuations

Harvey Cammell  
+44 (0) 20 7468 8340

## Art Nouveau & Decorative Art & Design

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

## Australian Art

Merryn Schriever  
+61 2 8412 2222  
Alex Clark  
+61 3 8640 4088

## Australian Colonial Furniture and Australiana

+1 415 861 7500

## Books, Maps & Manuscripts

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

## British & European Glass

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

## British & European Porcelain & Pottery

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

## California & American Paintings

Scot Levitt  
+1 323 436 5425

## Carpets

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

## Chinese & Asian Art

UK  
Asaph Hyman  
+44 20 7468 5888  
U.S.A  
Dessa Goddard  
+1 415 503 3333  
HONG KONG  
+852 3607 0010  
AUSTRALIA  
Yvett Klein  
+61 2 8412 2222

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